Phase I Environmental Audit for C-Speck Motors

12/16/94

Reported by: Cayuse Environmental Bryan Mull

LETTER OF TRANSMITTAL

This report was written and reviewed by Bryan Mull of Cayuse Environmental. If you have any questions or we can be of any further help please feel free to give us a call at (509) 865-5086

Contact person for this report is Bryan Mull.

Sincerely

Cayuse Environmental

Bryan Mull

Cayuse Environmental 60 Olden Way Toppenish, WA. 98948 (509) 865-5086

December 13, 1994

Mr. James C. Speck President C. Speck Motors, Inc. P.O. Box 689 Sunnyside, WA 98944-0689

Re:

Phase I Environmental Audit

Dear Jim:

Enclosed please find a copy of a phase I Environmental Audit. Performed by Bryan Mull of Cayuse Environmental.

The property is the Green Valley Implement, located on Hwy. 12 and Allen Road in Sunnyside, WA.

Based on date obtained from our investigation of the property, their is no evidence of any environmental hazards. All tanks and an oil water separator with a drain field and a dry well, located at the south end of the property, were removed along with approximately 2000 yards of petroleum contaminated soil. This work was done in February and March of 1994. Work was completed by Lewis Construction and Cayuse Environmental. You already have received a copy of the tank closure report.

If we can answer any further questions please fill free to call at (509) 865-5086.

Sincerely,

CAYUSE ENVIRONMENTAL

Bryan Mull

Project Manager

EXECUTIVE SUMMARY

The purpose of this report is to discuss the findings of the phase I Environmental Audit. We conducted our investigation on December 12, 1994. The audit was performed by Bryan Mull.

Because of the work which was performed on February and March of 1994, we know the area around the building and the rest of the lot is clean because all tanks and an oil water separator with a drain line and dry well have been removed.

The focus of the visit on December 12, 1994 was on the interior of the building. The area was thoroughly examined for asbestos. Our walk through included the well house in the counter of the shops. Back wall of the shop area also through out the office. Areas both up stairs and down. Also, in the attic all floor drains were cleaned during February. The drain line was disconnected. A new line now connects the floor drains to the sewer systems, so if a release of petroleum product occurs it will not contaminant the property.

After conversing with the local power company they confirmed that the transformer located on the property contains no PCB's.

All parts cleaner were removed from the property at the time that Green Valley closed their doors for business. In short after the removal of the tanks and contaminated soil in February of 1994. There is no hazardous material on this property.

There is no asbestos, radon gases or hazardous chemicals on this property. The release of petroleum produce's from the tanks and the drain field has been cleaned up. The ground water was not contaminated from this release. The property is boarded by roads on two sides and by farm land on two sides, so the threat of contamination from off the property is all most impossible.

It is our opinion that no further work is needed at this site.

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1.0 Site <u>Description</u>

The property is located on the comer of Hwy. 12 and Allan Road in St. 17-Fof NW 17-Fof section 32 of range 23 E. Fownship 10 N.W. N.

There are two structures on the property. One is a metal storage shed which is empty. The other was constructed with tilt up concrete panels. Our title search showed the land was farm land until 1979 when the building which are now on the property was constructed. The front of the building as an asphalt parking lot. The rest of the land is converted with river gravels. The property covers 15 acres.

The adjacent property is farm land on the east and south side of the property. There are roads on the north and west side of the property. An aerial photograph is located in the back of this report in appendix A. Also, we have provided some of the paper work from our title search. (See appendix B)

1.1 Site Layout

Maps of the building are located in the back of this report under appendix A.

2.0 Site History

After a title search was completed, it was determined that the site was farm land until 1979. At that time green Valley implement a farm equipment sales and service company set up shop after building was constructed in 1979. No other businesses were run at this property.

In 1979, Green Valley Impalement leased the property to run a service and sales center until they went out of business.

In 1994, Lewis Construction of Union Gap, WA and Cayuse Environmental of Toppenish, WA were fired to do tank removal and site assessment for the removal of all under ground storage tanks and the removal of an oil water separator and drain line to a dry well. During the excavation petroleum contaminated soil was discovered approximately 2000 yards of soil was excavated and disposed of. You can review all findings and analysis of soil sampling after contamination was removed. As is apparent from review of the report the site is clean of petroleum contamination.

At the same time that the tank and drain field were cleaned Cayuse Environmental cleaned all dirt out of the floor drains. The floor drains were analyzed and determined that they contained dirt, floor dry, and petroleum products. No hazardous material was found. The materials from the floor drain was cleaned out and disposed of with the contaminated soil.

3.0 Site Geology and Hydrogeology

Ground water flows in south easterly direction. The soil is a sandy silt matrix with river gravels with boulders to 4 inch diameter.

Ground water was encountered during final excavation of the dry well. Because of the time of the year, the level of the ground water was at 9 feet. During the summer months the ground level can reach a high of 7 feet. Analysis was performed on the ground water. No petroleum product was encountered. If there is any near by ground water usage, it is for irrigation of crops, but the area is survived by Sunnyside Irrigation District, which has irrigation ditches through out the area.

The general lay out of the land is on a down hill grade with the down hill slope running to the south east.

There is no residence with in 1/2 mile of this property, so nearest ground water well is unknown.

4.0 Hazardous Materials Evaluation

The dry well, oil water separator, and underground storage tanks have been removed from this site.

There was some release of petroleum product, but as reported in site assessment report, all petroleum contaminated soil was excavated and disposed of following WSDOE and EPA guide lines.

Interview with state and federal agency, which include the Washington State Department of Ecology, Yakima County Health Department, Fire Marshal for city of Sunnyside, and Sunnyside city manager. After interview all the above mentioned places, there was no report released of chemicals on this property.

4.1 Asbestos and Radon Review

There is no asbestos present on this property. A thorough inspection of the property was completed and no asbestos was found.

As for a radon review, it is our opinion that given the ventilation system and type of heating system(natural gas) there is no further testing needed for radon.

4.2 <u>PCB's</u>

After interview with the Pacific Power and Light, which is the company that owns the transformer which supplies power to the property. There transformer does not contain PCB's. No other work or activities at this location would involve material which contain PCB's

4.3 <u>Hazardous Materials</u>

There is no solvent or part cleaners located on this property. From the analysis of the floor drain and the soil in the dry well there was no release of any hazardous material through the floor drains.

5.0 <u>Environmental Compliance</u>

Below is the list of persons that were contacted in regards to this property.

Jay Spurlock with Pacific Power and Light 839-0171
City Manager for Sunnyside 837-3997
Washington State Department of Ecology 575-2491

6.0 <u>Conclusions and Recommendations</u>

After careful review of the property and the fact of taking tanks and contaminated soil has already been removed from the site. There is no hazardous material which could cause any environmental concern.

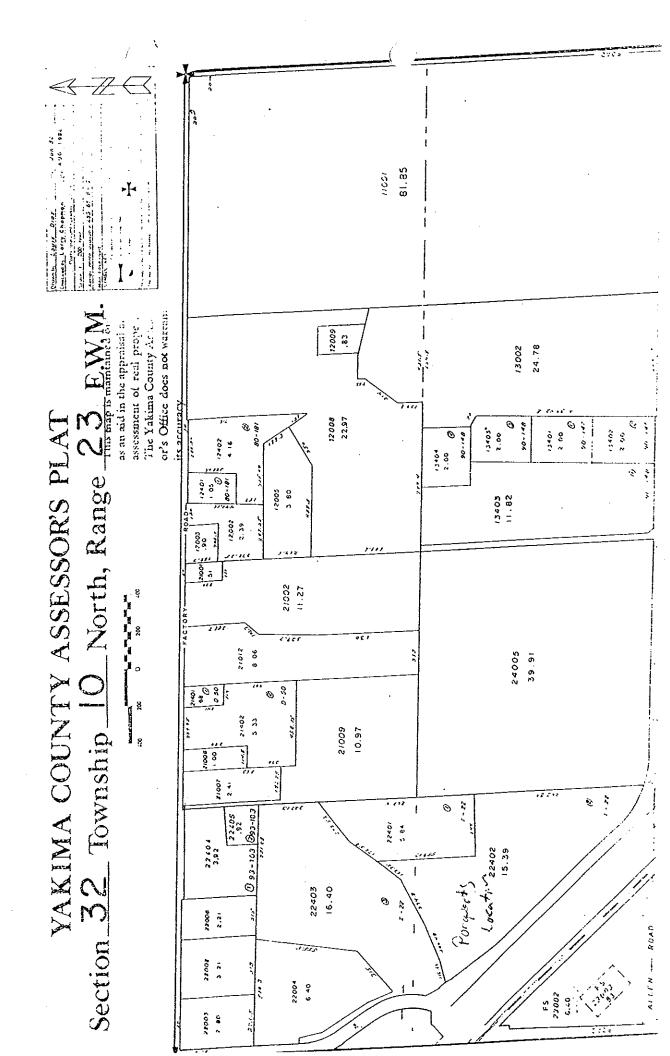
If is our recommendation that no further work is needed at this site

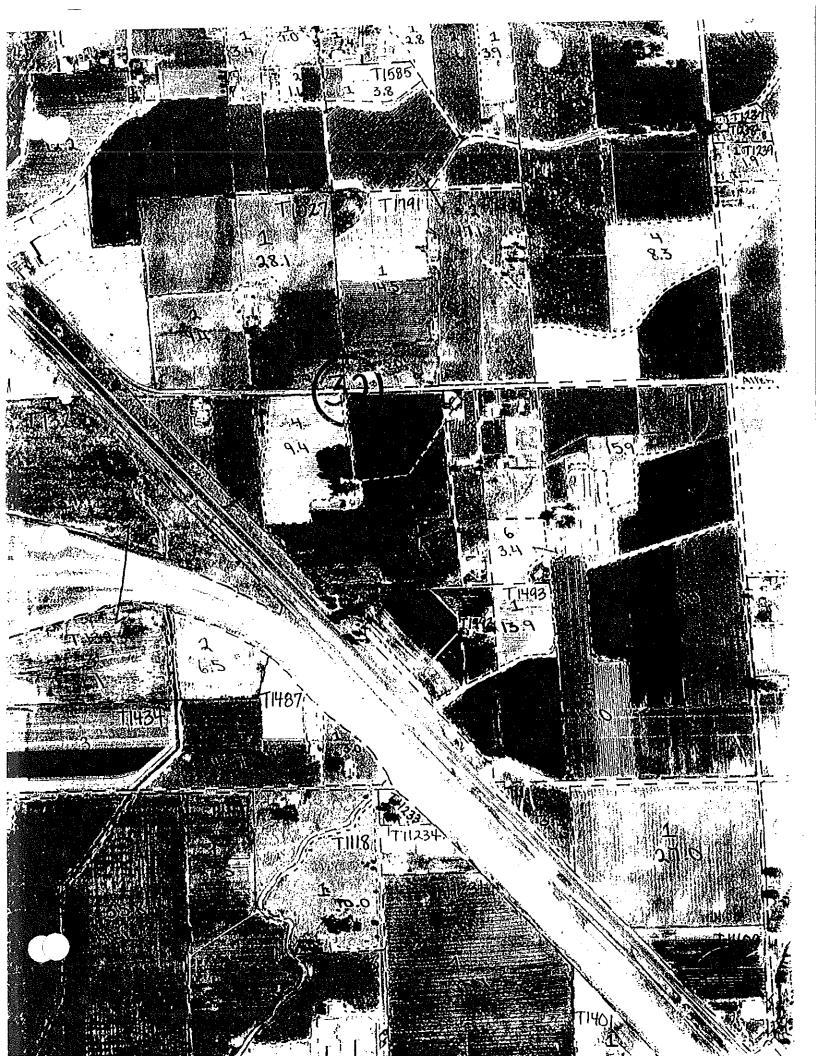
7.0 <u>Limitations</u>

In performing our professional services, CE uses a degree of care ordinarily exercised under similar circumstances by members of our profession. No warranty, expressed or implied, is made or intended. Our field and laboratory investigation reported herein are based upon this firm's understanding of the project and are in concurrence with generally accepted practice.

Appendix A

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Appendix B

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WARRANTY DEED

Know All Men By Chese Presents:

That the Grantor , HERBERT BOGERT, A WIDOWER,

for and in consideration of TEN DOLLARS (\$10.00) and other consideration DENIMEN lawful money of the United States of America, to them in hand paid, the receipt by these presents whereof is hereby acknowledged, do es

CONVEY AND WARRANT

HOMER W. WALLER and LUCILLE WALLER, husband and wife, unto

heirs and assigns, the following described real estate the grantee s, , State of Washington, to-wit: Yakima situated in the County of

That part of the northwest 1/4 of the northwest 1/4 of section 32, township 10 north, range 23, E.W.M., described as follows:

Beginning at the northwest corner of said subdivision; thence south along the west line 467 feet; thence south 87°09' east 31 feet to the true point of beginning; thence south 87°09' ast parallel to the north line of said subdivision 570.3 feet; thence south 8°41' west 555.5 feet; thence south 50°00' west thence south 8°41' west 555.5 feet; thence south 50°00' west 315 feet; thence north 18°00' west 104 feet; thence north 30° 10' west 231 feet; thence north 25°10' west 110 feet; thence north 8°35' west 106 feet; thence west 34 feet, more or less, to the east line of the county road; thence north 277 feet to the true point of beginning. the true point of beginning.

SUBJECT TO easements, rights of way and reservations appearing in the SUBJECT TO easements, rights or way and reservations appearing in the chain of title or otherwise apparent, contracts and proceedings relative to water, water rights and drainage, and to taxes, assessments and charges falling due against the premises subsequent to the date hereof.

together with and included herein all and singular the water rights, rights, privileges, improvements, tenements, hereditaments, and appurtenances thereto belonging, or in any way incident or appertaining to the premises hereby conveyed.

day of Dated this 12th YES THE COURT WASH. y116426 SCHREINER TITLE CO. Jun 3 3 su 811 10

State of Washington.

EUGENE HAFF AUDITOR

County of Yakima

the undersigned, a Notary Public in and for the State of Washington, hereby certify that on this personally appeared before me May, 1970, day of

HERBERT BOGERT, a widower,

described in and who executed the foregoing instrument, and acto me known to be the individual free and voluntary act and signed and sealed the same as his he knowledged that deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day,

ry Public in and for the Sunnyside.

OFFICIAL RECORDS

LEASE

THIS AGREEMENT OF LEASE made and entered into this day of 1979, by and between G.V.I. LEASING, a partnershin, here-trafter referred to as, "Lessor", and GREEN VALLEY IMPLEMENT CO., a Mashington corporation, hereinafter referred to as, "Lessee".

Lessor in consideration of and under the terms, covenants and conditions hereinafter set forth, hereby leases and grants to Lessee the premises described on the attached Exhibit "l", which Exhibit "l" is incorporated by reference herein as if fully set out in this text.

- 1. TERM: This Lease shall run for the period commencing on December 1, 1979, and terminate at twelve o'clock midnight on the 30th day of November, 1994.
- 2. PURPOSE: Lessee shall use and occupy said premises for the sales and service of farm implements.
- 3. RENTAL: For the first three (3) years of this Lease, Lessee shall pay as rent for the above-described premises the sum of ELEVEN THOUSAND NINE HUNDRED DOLLARS (\$11,900.00) per month, payable in advance on the first day of the month beginning with the first day of December, 1979. Prior to the expiration of the third year of this Lease Agreement, the narties agree to renegotiate the rental payment provided for herein. Such rental shall be equal to the fair rental value for comparable facilities in the local area. In the event the parties are unable to agree upon a fair rental value by September 30, 1982, then, upon the request of either party, the matter shall be submitted to arbitration, with each party selecting one arbitrator and the two arbitrators so selected chosing a third arbitrator. The arbitrators shall determine a fair rental value, by a majority vote within thirty (30) days from the selection of the third arbitrator. The parties agree that in the event there are no comparable facilities in the local area, the arbitrators may consider comparable facilities in Yakima or the Iri-Cities area.
- 4. COMPLIANCE WITH LAM: Lessee at the Lessee's own expense shall promptly observe and comply with all present and future laws, orders, requiations, rules, ordinances and requirements of Federal, State, County and City governments with respect to the use, care and control of the leased premises.
- 5. INSURANCE: During the term of this Lease, and for any period of time covered by any extension of the Lease, Lessees shall obtain and maintain, at their expense, the following types and amounts of insurance:

LEASE Page One To- Randy Roberts F.D. Boy 179 Spide un 18944

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5.2 Fire Insurance: Lessee shall keep the buildings and improvements on the leased premises, including all alterations, additions and improvements, insured against loss or damage by fire, with all standard extended coverage, as may be required by any first mortgagee in such amounts as may be required by such mortgagee.

Lessee shall be responsible for maintaining its own insurance covering improvements owned by the Lessee, and Lessee's equipment, fixtures, and personal property against such perils and in such amounts as Lessee deems necessary.

- 6. REPAIRS: Lessee shall, at Lessee's expense, maintain the leased premises in good order and condition during the term of this lease, and shall upon the termination of this Lease return the leased premises to Lessor in the condition in which such premises were received, ordinary wear and tear excepted.
- 7. ACCESS BY LESSOR: The Lessor, or the Lessor's representatives and agents, shall have free access to the premises at reasonable times for the purpose of examining or exhibiting the same or to make any repairs or alterations on said premises which the Lessor deems convenient for the maintenance or preservation thereof.
- 8. ALTERATIONS: Lessee promises and agrees that Lessee will not make or cause to be made any alteration or improvements upon said premises, except upon the prior written consent of Lessor. All alterations or improvements to said premises shall be an integral part of said premises and shall remain for the benefit of Lessor and shall not be removed unless otherwise expressly agreed in writing. It is expressly agreed that the above restrictions shall not include or apply to trade fixtures so long as Lessee fully complies with each and every term, condition and covenant herein contained and so long as said trade fixtures may be installed without damage or injury to said premises or any improvements thereof. Upon the expiration of the term of this Lease, such trade fixtures may be removed so long as such removal shall not in any way injure or impair the condition of said premises.

LEASE Page Two

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- 9. RETURN OF PREMISES: Upon expiration of this Lease, or its termination for any cause, Lessees will surrender the premises in good order and condition as received, less reasonable wear, damage from the elements, repairs and maintenance which are the responsibility of Lessor, acts of God or other casualties (not caused by the negligence or fault of the Lessee) excepted.
- 10. LIENS AND ENCUMBRANCES: The Lessee shall keep the leased premises free and clear of any and all liens or encumbrances imposed or threatened to be imposed on the leased premises by reason of any contract, act or omission by the Lessee.
- 11. UTILITIES: All applications in connection with necessary utility services on the leased premises shall be made in the names of the Lessees only, and Lessees shall be solely liable for utility charges as they become due, including those of sewer, water, gas, electricity, telephone services, and any or all other utility charges.
- 12. DEFAULT OF LESSEE: In the event the Lessee shall fail to pay any payment, coming due hereunder from the Lessees to the Lessor or in the event the Lessees shall violate or fail to perform any other covenant, condition or provision of this Lease within thirty (30) days after written notice thereof is given to the Lessees by the Lessor, the Lessor shall be entitled to the following remedies:
- 12.1 Without terminating this Lease, the Lessor shall be entitled to recover from the Lessees any amounts due hereunder, or any damages arising out of the violation or failure of the Lessees to perform any covenant, condition or provision of this Lease.
- 12.2 The Lessor may elect to terminate this Lease and any and all interest and claim of the Lessees by virtue of such Lease, whether such interest or claim is existing or prospective, and to terminate all interest of the Lessee in the leased premises. Such termination shall, at the election of the Lessor, also terminate any sublease by the Lessees, whether or not the Lessor has theretofore consented to such sublease.
- 12.3 The Lessor may elect to relet the premises as agent for the Lessees.

The foregoing remedies shall be in addition to, and shall not exclude any other remedy available to the Lessor at law or in equity. All remedies, to the extent they are not consistent with one another, shall be deemed cumulative. The election by the Lessor of one remedy shall not prevent the subsequent election by Lessor of an inconsistent remedy unless Lessees have substantially changed the Lessee's position in reliance upon such prior election.

LEASE Page Three

In the event the Lease is terminated, all obligations and indebtedness of the Lessees to the Lessor arising out of such Lease prior to the date of such termination shall survive such termination.

Upon such termination, or upon the election by the Lessor to relet the premises, the Lessor may re-enter the premises and take possession thereof and remove any persons and property by legal action or by self-help with the use of reasonable force and without liability for damages, and the Lessees shall indemnify and hold the Lessor harmless from any claim or demand arising out of such re-entry and removal of persons and property.

In the event the Lessor re-enters the leased premises upon termination, or for the purpose of reletting, the Lessor may relet all or some portion of the leased premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, upon any reasonable terms and conditions including the granting of a period of rent-free occupancy or other rental concession, and the Lessor may, but shall not be required to, relet the leased premises for any use or purpose other than that specified in this Lease, and Lessor shall not be required to relet to any lessee which Lessor may reasonably consider objectionable.

In the event of the termination by the Lessor, the Lessor shall be entitled to recover immediately as damages the total of the following amounts:

- 12.4 Any amount by which the Lessee's total obligations under this Lease exceed the reasonable rental value of the leased premises as at the date of default, for the remaining term of this Lease.
- 12.5 The reasonable costs of re-entry and reletting, including, but not limited to, any expense of cleaning, repairing, altering, remodeling, refurbishing, removing Lessee's property, or any other expense incurred in recovering possession of the leased premises, or reletting the leased premises, including, but not limited to, attorney's fees, court costs, broker's commissions and advertising expenses.
- 12.6 The loss of rental accruing until the date when a new tenant has been or with the exercise of reasonable diligence could have been, obtained.

In the event the Lessor relets the premises as agent for the Lesses, the Lessor shall be entitled to recover immediately as damages the total of the following amounts:

12.7 An amount equal to the total rental coming due for the term of this Lease, computed based upon the periodic rental provided for herein, and without discount or reduction for the purpose of adjusting such amount to present value of anticipated future payments, less any payments theretofore applied against such total rental.

LEASE Page Four 12.8 The reasonable costs of re-entry and reletting, including but not limited to any expense of cleaning, repairing, altering, remodeling, refurbishing, removing Lessee's property, or any other expense incurred in recovering possession of the leased premises or reletting the leased premises including, but not limited to, attorney's fees, court costs, broker's commissions and advertising expenses.

All payments received by the Lessor from reletting shall be applied upon indebtedness and damages owing to the Lessor from the Lessees, if any, and the balance shall be remitted to the Lessees.

- destroyed or injured by an act of God, by fire or other casualty to such an extent that the Lessor considers it impractical or inadvisable to repair the damage or to reconstruct the premises, then the Lessor shall give the Lessees written notice of such decision and the Lease shall terminate as of the date of such destruction. The Lessor shall have a period of thirty (30) days following the destruction or damage in which to decide whether the repair or reconstruction shall be made. If the Lessor decides to repair or reconstruct and proceeds with due diligence to effect said repairs or reconstruction, this Lease shall continue in full force and effect. In any event, the Lessees shall be entitled to a reduction of rent from the date of such destruction or damage until the repair or reconstruction is completed in an amount proportionate to the extent to which said damage or destruction and the making of the repair interferes with the occupancy by the Lessees of said premises, and the conduct of the Lessee's business on the premises.
- 14. TAKING FOR PUBLIC USE: If the leased premises, in part or in whole, be taken or condemned for public use (an agreed sale to a public or quasi public corporation for utility after threat of condemnation constituting a public taking as used herein), all compensation awarded upon such condemnation or taking shall be paid directly to the Lessor, and the Lessees hereby irrevocably assign and transfer to the Lessor all the Lessee's rights and claims to compensation or damages, including severence damages, to which the Lessee might become entitled during the term hereof by reason of such taking. Upon any such taking by condemnation, the title to the property so taken shall vest in the condemnor, free and clear of this Lease, subject to the Lessor's right to compensation in the stead of the Lessees and as owner, and, except for said rights to compensation, this Lease shall terminate as to the property so taken, and the rental shall be proportionately reduced for the remainder of the term.
- , 15. <u>CONDITIONS</u>: In the event a petition is filed by the Lessees for relief under any of the chapters of the Federal Act relating to bankruptcy or reorganization proceedings; or in the event an involuntary petition is filed against the Lessees under the provisions of such Act and such proceeding is not dismissed within thirty (30) days from the date of such filing; or in the event

LEASE Page Five



the Lessees make an assignment for the benefit of the Lessee's creditors of all or any portion of the assets of the Lessees; or in the event Lessees propose or consent to a composition with unsecured creditors of the Lessees; or in the event any interest of the Lessees hereunder is levied upon by legal process for the enforcement of any debt of the Lessees, individually or jointly; Lessor shall have the right to terminate this Lease by giving written notice of termination to the Lessees. Specifically, the time periods provided by this Lease for curing defaults shall not be applicable to the provisions of this paragraph.

- 16. <u>SUBORDINATION OF LEASE</u>: Lessees agree that this Lease is, and shall be, subordinate to any mortgage or any other hypothecation for security which has been or which hereafter may be placed upon said premises or the land or building of which they are a part and such subordinate is hereby effective without any further act by Lessees.
- 17. NOTICES: Any notice required to be given hereunder or any notice to be given by law shall be in writing and may be given by personal delivery or by certified mail, addressed to the Lessees at the leased premises, whether or not Lessees have departed from, vacated or abandoned the premises, and to Lessor at the address designated for the payment of rental, or to either of them in any other manner prescribed or authorized by law. All notices given hereunder shall be conclusively deemed received on the third business day following the date of posting in the United States mail, if such notice is given by mail.
- 18. WAIVER OF SUBROGATION RIGHTS: Each of the parties hereto hereby release the other, and the agents, employees and successors of such other party, from all claims, demands, and liabilities arising from unintentional acts or omissions of the other party which result in loss for which the party sustaining such loss is indemnified under a policy or policies of insurance.
- 19. INTERPRETATION: All the covenants, agreements, conditions and terms contained in this Lease shall be binding upon, apply and inure to the benefit of the heirs, personal representatives or the successors and assigns respectively of the Lessor and the Lessees, and all of said covenants shall be construed as covenants running with the land. This paragraph shall not be construed as consent by the Lessor to the assignment or subletting of the leased premises.
- 20. WAIVER: Failure of Lessor to insist upon strict performance of terms, covenants, agreements and conditions of this Lease, or any of them, shall not constitute or be construed as a waiver of a relinquishment of the right to thereafter enforce any such term, covenant, agreement or conditions, but the same shall continue in full force and effect.

LEASE Page Six

- 21. TAXES AND ASSESSMENTS: Lessee shall pay all personal property taxes and any other taxes or assessments arising from property of Lessee on the leased premises. In addition, Lessee shall pay all real property taxes and assessments arising out of the real property and improvements thereon.
- 22. LITIGATION EXPENSE: In the event that it is necessary for an action at law or a suit in equity to be brought to establish, obtain, or enforce any right by either of the parties under this Lease, then the prevailing party in such action or suit shall be entitled to a reasonable attorney's fee allowance as well as the costs and dishursements of the action or suit in both the trial court and in any appellate court.
- 23. PASS-THROUGH OF INVESTMENT CREDIT: Lessor, pursuant to Section 48 of the Internal Revenue Code of 1954, as amended, hereby irrevocably elects to treat the Lessee as having acquired all property covered by this Lease, including all equipment and fixtures, which qualify for investment tax credit. Lessor and Lessee agree to execute any and all necessary statements or documents required to be executed and filed with the District Director of the Internal Revenue Service.

THIS LEASE is executed this 29 day of Tive , 1979.

LESSOR:

LESSEE:

GREEN VALLEY IMPLEMENT CO.

G.Y.J. LEASING

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Gary K Wert

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By: Acory of Atamashur

LEASE Page Seven

STATE OF WASHINGTON) (ss: County of Yakima)

On this day, before me, a Notary Public in and for said County and State, personally appeared LARRY G. REESMAN, to me known to be the managing partner of G.V.I. LEASING, the partnership that executed the above and foregoing LEASE and acknowledged the said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on gath stated that he is authorized to execute the said instrument.

CANADA UNDER MY HAND AND OFFICIAL SEAL this of day of Tree. 1979.

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NOTARY PUBLIC in and for the State of Washington, residing at Sangar therein.

STATE OF WASHINGTON

(55:

County of Yakima

On this day of , 1979, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared LARRY REESMAN and GARY WERT, to me known to be the President and Secretary, respectively, of GREEN VALLEY IMPLEMENT CO., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year in this certificate first above written.

Tie Valle Sin

LEASE 1300 Page Eight NOTARY PUBLIC in and for the State of Washington, residing at Summers, therein.

EXHIBIT "A"

Beginning at the Southeast Corner of the West Half of the Northwest Quarter of Section 32, Township 10 North, Range 23 East, W.M., thence North 2° 58' 27" West along the East line of said subdivision 95.31 feet to the Northerly right-of-way line of Allen Road (County) and the true point of beginning; thence continuing North 2° 58' 27" West along said East line 701.12 feet; thence South 67° 26' 03" West 573.15 feet to the Northerly right-of-way line of Allen Road (County); thence South 41° 43' 18" East along said right-of-way line 461.39 feet; thence along the arc of a curve to the left having a radius of 415.00 feet and central angle of 40° 13' 32", 291.36 feet to the true point of beginning.

Beginning at the Southeast Corner of the West Half of the Northwest Quarter of Section 32, Township 10 North, Range 23 East, W.M.; thence North 2° 58' 27" West along the East line of said subdivision 1,039.20 feet; thence South 87° 02' West 344.0 feet to the true point of beginning; thence North 2° 58' 27" West 559.07 feet; thence South 33° 53' 31" West 162.75 feet; thence South 60° 33' 34" West 294.80 feet; thence South 66° 09' 01" West 200.48 feet; thence South 73° 11' 25" West 116.66 feet to the Northerly right-of-way line of Allen Road (County); thence Southeasterly along said right-of-way along the arc of a curve to the right having a radius of 265.00 feet and a central angle of 9° 58' 00", 46.10 feet; thence continuing along said right-of-way South 33° 40' East 135.30 feet; thence along the arc of a curve to the left, having a radius of 1,165.00 feet and a central angle of 9° 09' 30", 186.22 feet; thence continuing along said right-of-way line South 41° 43' 18" East 55.68 feet; thence North 67° 26' 03" East 450.02 feet to the true point of beginning.

Beginning at the Southeast Corner of the West half of the Northwest Quarter of Section 32, Township 10 North, Range 23 East, W.M.; thence North 2° 58' 27" West along the East line of said subdivision 796.43 feet to the true point of beginning; thence continuing North 2° 58' 27" West along said East line 242.77 feet; thence South 87° 02' West 344.00 feet; South 67° 26' 03" West 450.02 feet to the Northerly right-of-way line of Allen Road (County); thence South 41° 43' 18" East along said right-of-way line 364.28 feet; thence North 67° 26' 03" East 573.15 feet to the true point of beginning.

Filed For Recorduse 8 1985 F. M. Request of SCHREINER TITLE CO. 1
BETTIE INGHAM, County Auditor