

## **AGRICULTURAL LEASE AGREEMENT**

This AGRICULTURAL LEASE AGREEMENT ("Lease") is between the City of Olympia, a municipality organized under the laws of the State of Washington ("Lessor"), and Tim Spooner and Sue Spooner, husband and wife, d/b/a Spooner Berry Farm, a sole proprietorship ("Lessees"), jointly referred to herein as "the Parties." This Lease shall not be effective until the "Effective Date" (as defined in Paragraph 13.15 below).

### **RECITALS**

Lessor is the owner of approximately forty-two (42) acres, more or less, of undeveloped real property suitable for agricultural use commonly located adjacent to Yelm Hwy SE, in Thurston County, Washington, and legally described on **Exhibit "A"** (Legal Description) and as shown **Exhibit "B"** (Sketch of Leased Property), attached hereto and by this reference incorporated herein.

Lessees shall use the Leased Property for the sole purpose of cultivation and harvesting of agricultural crops, including sale of agricultural produce from a temporary structure commonly referred to as a berry stand, and vehicle parking associated therewith.

The signatories to this Lease acknowledge they are authorized to execute this Lease and any associated documents, and to correct scrivener's errors and other clerical errors or omissions that are otherwise in substantial conformance with this Lease.

The Parties now enter into this Lease to memorialize the terms and conditions under which Lessor will lease the real property to Lessees.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Leased Property.** Lessor agrees to lease to Lessees approximately forty-two (42) acres, more or less, of undeveloped real property suitable for agricultural use commonly located adjacent to Yelm Hwy SE, in Thurston County, Washington, subject to all easements now existing or which the Lessor may grant in the future, and legally described in **Exhibit "A"** (legal description) and as shown on **Exhibit "B"** (general vicinity sketch), both attached hereto and by this reference incorporated herein. The real property described in Paragraph 1 of this Lease is hereafter referred to as the "Leased Property."

**2. Use and Occupancy.** The Parties agree that Lessees shall use the Leased Property herein for the cultivation, harvesting and sale of agricultural crops, to wit, strawberries, and for no other purpose or use without Lessor's express consent given in writing. Lessees further covenants and agrees as follows:

2.1 Any tillage or cultivation necessary to prepare an adequate seedbed shall be done in a manner to minimize soil erosion.

2.2 All crop debris and stubble may be left on the field following the harvest in accordance with normal agronomic practices specific to the crop.

2.3 Portions of the Property not in active cultivation shall be kept clean, tidy, and free of noxious weeds, and shall be mowed at least twice per year.

2.4 Lessees shall comply at all times with federal, state and local rules, regulations, statutes, ordinances and directives that may now or hereafter be applicable to the Leased Property, including but not limited to hazardous or toxic materials or fertilizers, pollution control and environmental matters, including (a) any laws and regulations governing water use, groundwater, wetlands and watersheds associated with the Leased Property; (b) any pesticide, herbicide, fertilizer or chemical record-keeping and reporting laws and regulations; (c) any pesticide, herbicide, fertilizer or chemical applicator licensing laws and regulations; and (d) the Worker Protection Standard for Agricultural Pesticides. Lessees further agree to be in strict compliance with all manufacturers' label instructions, use requirements and precautionary statements and warnings. Lessees agree to use the utmost care in the handling and application of any pesticides, fertilizers and chemicals to protect all persons upon the Leased Property and the environment. Lessees further agree to dispose of all pesticide, fertilizer and chemical containers only in a lawful manner and will not dump, bury or burn said containers on the Leased Property. Annually Lessees agree to provide Lessor with copies of records of pesticides, fertilizers, or other products applied upon the Leased Property, including the name of the product, date of application, and quantity.

2.5 Fertilizer applications shall be the responsibility of Lessees. Lessees shall apply nitrogen and fertilizer in accordance with recommendations for the specific crop. Lessor makes no guarantee as to the volume, condition, or quality of any agricultural product produced upon the Leased Property.

2.6 The use of any equipment, buildings or structures, which are the property of Lessor, is not included in the terms of this Agreement. Lessees shall be allowed to operate the existing berry stand on the Leased Property for the duration of this Lease. Any necessary repairs to the berry stand structure are the responsibility of Lessees. Any expansion of the berry stand or parking, or construction of new structures, shall be allowed only by the prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessor is not responsible for the replacement or repair of the berry stand structure, or any other equipment or structures owned by Lessees that may be lost due to theft, casualty, or destroyed or damaged by fire, flood or other cause, or to make rental adjustments in lieu of damage, loss or replacements.

2.7 Lessor shall not be responsible for any personal property owned by Lessees. Lessees shall have the right to place and remove irrigation equipment and portable buildings at Lessees' sole expense. Upon termination of this Lease, Lessees shall remove its personal property, including but not limited to its irrigation equipment and portable buildings at Lessees' sole expense within thirty (30) days of Lease termination, unless additional time is granted to Lessees by Lessor

in writing. In the event Lessees' personal property is not removed from the Leased Property within thirty (30) days of Lease termination, or such additional time as may be granted by Lessor in writing, then Lessees' personal property shall be deemed abandoned, and Lessees agree they shall claim no further interest in said property and Lessor may use or dispose of said personal property as Lessor deems fit.

2.8 In the event of soil displacement or erosion, Lessor reserves the right to remove the affected areas from cultivation and the terms of this Lease, pursuant to the following procedure: (1) Lessor shall inform the Lessees of the problem and give Lessees seven (7) days to cure the problem. If, after seven (7) days the problem has not been cured to the satisfaction of Lessor, then Lessor reserves the right to fence off the area and re-seed if necessary at the sole expense of Lessees.

2.9 Lessees shall be permitted by Lessor to operate a "U-pick" berry business upon the Leased Property. The Lessees shall be responsible for assuring the Leased Property is safe for berry picking customers. Further, Lessees shall be responsible for any injuries incurred by its customers, invitees or guests, as a result of negligence by Lessees.

2.10 All materials and services related to the growing, harvest, or transportation of Lessees' agricultural crops shall be supplied by Lessees. Agricultural products include but are not limited to fertilizer, seed, fuel, lime, pesticides and soil tests.

**3. Acceptance of Property As Is.** Lessees accept and acknowledge use and occupancy of the Leased Property in its "as is" condition.

**4. Lease Term and Rent.** The term of this Lease shall be for the period of one year beginning February 1, 2023, and ending January 31, 2024. The Parties may mutually extend the terms of this Lease in writing from year to year. Lessees agree to pay Lessor annual rent for use of the Leased Property in the sum THREE HUNDRED TWENTY-FIVE DOLLARS AND NO CENTS (\$325.00) per acre for forty-two (42) acres, in the total annual sum of THIRTEEN THOUSAND SIX HUNDRED AND FIFTY DOLLARS AND NO CENTS (\$13,650.00), which annual rent shall be due upon execution by the Parties of this Lease, and thereafter shall be due by February 1 upon extension of this Lease by the Parties.

**5. Maintenance and Repairs.** Lessees shall be responsible for all repairs to the Leased Property for any damage or injury resulting from the Lessees' actions, including but not limited to Lessees' irrigation system, well for irrigation purposes, well house, pump and electrical connections, berry stand, other temporary structures, portable toilets, or rodents or pest control.

**6. Utilities.** Lessees shall pay and be financially responsible for all utility services to the Leased Property, including but not limited to electricity, garbage and recycling, or portable toilets for sanitation purposes.

**7. Insurance and Hold Harmless Agreement.** Lessees shall defend, indemnify and hold Lessor, its agents, officers, officials, employees and volunteers harmless from any and

all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Lessees under this Lease and upon the Leased Property, except for injuries and damages caused by the sole negligence of Lessor.

7.1 Should a court of competent jurisdiction determine that this Lease is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Lessees and the Lessor, its officers, officials, agents, employees, and volunteers, the Lessees' liability, including the duty and cost to defend, hereunder shall be only to the extent of Lessees' negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Lessees' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Lease.

7.2 Lessees shall procure and maintain for the duration of the Lease, insurance against claims for injuries to persons or damage or loss to property, which may arise from or in connection with this Lease, or acts of Lessees or their agents, representatives, or employees, on the following terms:

7.2.1 Lessees' maintenance of insurance as required by this Lease shall not be construed to limit the liability of Lessees to the coverage provided by such insurance, or otherwise limit Lessor's recourse to any remedy available at law or in equity.

7.2.2 Lessees shall obtain insurance of the types and coverage described below:

7.2.2.1 Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. Lessor shall be named as an additional insured on Lessees' Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessor of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.

7.2.2.2 Property insurance shall be written on an all risk basis.

7.3 Lessees shall maintain the following insurance limits:

7.3.1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

7.3.2. Property insurance shall be written covering the full value of Lessor's property and improvements with no coinsurance provisions.

7.4 Lessees' Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respects Lessor. Any insurance, self-insurance, or self-insurance pool coverage maintained by Lessor shall be excess of Lessees' insurance and shall not contribute with it.

7.5 Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

7.6 Lessees shall furnish Lessor with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of Lessor.

7.7 Lessees and Lessor hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or any structure. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

7.8 Lessees shall provide Lessor with written notice of any policy cancellation within two (2) business days of its receipt of such notice.

7.9 Failure on the part of Lessees to maintain the insurance required shall constitute a material breach of this Lease, upon which Lessor may, after giving five (5) business days' notice to Lessees to correct the breach, to terminate the Lease or, at Lessor's discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to Lessor on demand by Lessees.

7.10 If Lessees maintain higher insurance limits than the minimums shown above, Lessor shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by Lessee, irrespective of whether such limits maintained by Lessees are greater than those required by this Lease or whether any certificate of insurance furnished to Lessor evidences limits of liability lower than those maintained by Lessees.

## **8. Acknowledgment and Acceptance.**

8.1 In the event a leasehold tax is imposed upon Lessees' tenancy by the State of Washington during the term of this Lease, Lessees agree to pay said leasehold tax amount to the City of Olympia for payment to the state, in addition to the annual rent set forth in Paragraph 4 herein. Failure to pay any such leasehold tax when due shall be grounds for termination of this Lease.

8.2 In the event Lessees cause any labor, material or services to be furnished in, on or about the Leased Property, or any part thereof, Lessees hereby agree to pay, resolve, settle or compromise such liens or claims and to fully satisfy same to prevent or remove any liens against Lessor's Property. Lessees will not allow any lien to attach to the Leased Property. Lessees further agree to fully indemnify and hold harmless the Lessor from all claims of liens against the Leased Property incurred by Lessees, including any attorney's fees, costs or other litigation expenses incurred by Lessor in connection with such claims of lien.



8.3 Lessees shall not enter into any leases, subleases, assignments, licenses, easements, occupancy agreements, or short-term stay arrangements with any person(s) or entities or other charge or consideration upon the Leased Property, without the express prior written consent of Lessor. Lessees agree that Lessees shall solely use the Leased Property for agricultural purposes during the term of this Lease. The Parties further agree that this Lease shall be binding upon the heirs, assignees, or successors in interest of Lessees.

8.4 The Parties agree that Lessor may enter upon the Leased Property at any reasonable time for the purpose of inspecting the use, maintenance, or condition of the Leased Property or to consult with Lessees concerning repairs, improvements, or other reasonable purposes that do not interfere with Lessees' ability to carry out its farming operations.

8.5 Lessees covenant and agree that any motorized vehicle of any kind or nature, whether owned or operated by Lessees, their employees, agents, contractors or their guests, shall be parked solely upon the Leased Property.

8.6 Any personal property of Lessees shall be stored upon the Leased Property. Lessees shall not store Lessees' personal property upon any adjacent property owned by Lessor.

8.7 Lessees and Lessor have all requisite power and authority to execute and deliver this Lease and to carry out its obligations hereunder and the transactions contemplated hereby. This Lease has been, and the documents contemplated hereby will be, duly executed and delivered by Lessor and Lessees and constitute their legal, valid and binding obligation enforceable against Lessor and Lessees in accordance with its terms.

**9. Covenants of Lessees.** Lessees covenant and agree as follows:

9.1 From the effective date of this Lease, Lessees will perform any monetary and non-monetary obligations they have regarding the Leased Property.

9.2 From the date of this Lease, Lessees will not grant, create, or voluntarily allow the creating of, or amend, extend, modify or change, any easement, right-of-way, encumbrance, restriction, covenant, lease, license, option or other right affecting the Leased Property or any part thereof.

9.3 Lessees shall defend, indemnify, and hold Lessor harmless with respect to any loss, liability, claim, demand, damage, or expense of any kind, including attorneys' fees, costs, and expenses (collectively, "Loss") arising out of the release or threatened release of Hazardous Substances on, under, above, or about the Leased Property by Lessees, except for any release or threatened release of any Hazardous Substance on, under, above, or about the Leased Property caused or contributed by Lessor, or any employee, agent, or contractor of Lessor.

9.4 The term "Hazardous Substance" includes without limitation (a) those substances included within the definitions of "hazardous substances," "hazardous materials,"

“toxic substances,” “hazardous wastes,” or “solid wastes” in any Environmental Law; (b) petroleum products and petroleum byproducts; (c) polychlorinated biphenyls; (d) chlorinated solvents; and (e) asbestos. The term “Environmental Law” includes any federal, state, municipal or local law, statute, ordinance, regulation, order or rule pertaining to health, industrial hygiene, environmental conditions, or hazardous substances.

9.5 Lessees covenant and agree to comply with all statutes, codes, regulations, covenants or laws that may affect the use and occupancy of the Leased Property. This includes compliance with all local, state, and federal laws and regulations governing activities related to the application of pesticides and commercial fertilizers, the cultivation of crops and the compliance thereof, including following label directions in the handling and application of all chemicals used on the Leased Property, and to follow all applicator’s licensing requirements. Lessees shall also comply with local, state, and federal laws and regulations pertaining to groundwater contamination. Violation of this covenant by Lessees shall be grounds for termination of this Lease.

9.6 Lessees shall not permit any nuisance upon the Leased Property or permit any waste or destruction of the Leased Property.

9.7 Lessees shall pay, protect, pay the defense costs of, indemnify and hold Lessor and its successors and assigns harmless from and against any and all loss, liability, claim, damage and expense suffered or incurred by reason of (a) the breach of any representation, warranty or agreement of Lessees set forth in this Lease, (b) the failure of Lessees to perform any obligation required by this Lease to be performed by Lessees, (c) the maintenance, and/or operation of the Leased Property by Lessees not in conformance with this Lease, or (d) any injuries to persons or property from any cause occasioned in whole or in part by any acts or omissions of Lessees, their representatives, agents, employees, contractors or suppliers.

9.8 Lessees shall permit Lessor or its agents, employees, officials, officers or contractors to access the Leased Property for the purpose of any environmental studies including, but not limited to Mazama pocket gophers, stream buffers, oak trees or other environmental studies or work for restoration purposes that is required by permitting agencies.

9.9 Lessees are an independent contractor for all purposes, including worker’s compensation, and is not an employee or agent of Lessor. Lessor agrees that Lessees’ shall have the sole control of the method, hours worked, time and manner of any normal operations necessary to grow an agricultural crop to be performed upon the Leased Property, and Lessor takes no responsibility for supervision or direction of the performance of any of the operations to be performed by the undersigned Lessees or the Lessees’ employees or agents.

**10. Casualty.** If any fire, windstorm, earthquake, volcanic eruption or casualty occurs and materially affects all or any portion of the Leased Property on or after the date of this Lease, Lessor is under no duty or obligation to repair, replace or rebuild any personal property, structure, or outbuilding owned by Lessees, which is located upon the Leased Property.

**11. Notices.** Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by any party (collectively, "Notices") shall be in writing and shall be validly given or made to another party if delivered either personally or by Federal Express, UPS, USPS or other overnight delivery service of recognized standing, or if deposited in the United States mail, certified, registered, or express mail with postage prepaid. If such Notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such Notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given twenty-four (24) hours after the deposit thereof with such delivery service. If such Notice is mailed as provided herein, such shall be deemed given forty-eight (48) hours after the deposit thereof in the United States mail. Each such Notice shall be deemed given only if properly addressed to the party to whom such notice is to be given as follows:

To Lessor: Steven J. Burney, City Manager  
City of Olympia  
601 4<sup>th</sup> Ave E  
P.O. Box 1967  
Olympia, WA 98507-1967  
Email: [sburney@ci.olympia.wa.us](mailto:sburney@ci.olympia.wa.us)

With a copy to: Mark Barber, City Attorney  
City of Olympia  
601 4<sup>th</sup> Ave E  
P.O. Box 1967  
Olympia, WA 98507-1967  
Email: [mbarber@ci.olympia.wa.us](mailto:mbarber@ci.olympia.wa.us)

To Lessees: Tim Spooner and Sue Spooner  
d/b/a Spooner Berry Farm  
8308 – 83<sup>rd</sup> Ave SE  
Olympia, WA 98513  
Email: [strawspoon@aol.com](mailto:strawspoon@aol.com)

Any party hereto may change its address for receiving notices as herein provided by a written notice given in the manner aforesaid to the other party hereto.

**12. Event of Default.** In the event of a default under this Lease by Lessees (including a breach of any representation, warranty or covenant set forth herein), Lessor shall be entitled, in addition to all other remedies, to seek monetary damages and specific performance of Lessees' obligations hereunder or termination of this Lease.



### **13. Miscellaneous.**

13.1 This Lease shall in all respects, shall be governed by the laws of the State of Washington.

13.2 Each of the Parties shall execute and deliver all additional papers, documents and other assurances, and shall do all acts and things reasonably necessary in connection with the performance of its obligations hereunder, to carry out the intent of the Parties hereto.

13.3 No amendment, change or modification of this Lease shall be valid, unless in writing and signed by all of the Parties hereto. No waiver of any breach of any covenant or provision in this Lease shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision in this Lease. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

13.4 All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, legal representatives, successors and assigns, if applicable. No assignment shall be permitted by Lessees of this Lease unless by prior written consent by Lessor.

13.5 This Lease constitutes the entire understanding and agreement of the Parties with respect to its subject matter and all prior agreements, understandings or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force or effect. The Parties do not intend to confer any benefit under this Lease to any person, firm or corporation other than the immediate Parties.

13.6 Should either party bring suit to enforce the terms of this Lease, the prevailing party in such lawsuit shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such lawsuit.

13.7 Captions are solely for the convenience of the Parties and are not a part of this Lease. This Lease shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it.

13.8 If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each such term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

13.9 The covenants, agreements, obligations to indemnify, representations and warranties made in this Lease shall survive unimpaired. The Parties agree this Lease shall not be recorded, but a Memorandum of Lease may be recorded at the request of a party.

13.10 Time is of the essence of every provision of this Lease.

13.11 All of Lessees' personal property, of any kind or description whatsoever that is on the Leased Property shall be at Lessees' sole risk of loss. Lessor shall not insure Lessees' personal property of whatever kind or nature. Lessees must obtain any such insurance.

13.12 Performance by Lessees or Lessor of their obligations under this Lease shall be extended by the period of delay caused by force majeure. Force majeure is war, natural catastrophe, strikes, walkouts or other labor industrial disturbance, order of any government, court or regulatory body having jurisdiction, shortages, blockade, embargo, riot, civil disorder, or any similar cause beyond the reasonable control of the party who is obligated to render performance (but excluding financial inability to perform, however caused).

13.13 The Recitals set forth above are incorporated by this reference into this Lease and are made a part hereof.

13.14 This Lease may be executed in a number of identical counterparts which, taken together, shall constitute collectively one Lease; but in making proof of this Lease, it shall not be necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Lease may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature or an electronically scanned signature, where permitted by law, shall be deemed to be an original signature for all purposes. All executed counterparts of this Lease shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same Lease.

13.15 The term "date of this Lease" or "date hereof" or "Effective Date," as used in this Lease, shall mean the later of the following dates: (1) the date of Lessor's signature on this Lease; or (2) the date of Lessees' signatures on this Lease.

[Signatures appear on the following page]

**LESSEES:**

**TIM SPOONER and SUE SPOONER,**  
and the marital composed thereof, d/b/a  
Spooner Berry Farm, a sole proprietorship



*Tim Spooner*  
Tim Spooner

Date: 1/19/2023

*Sue Spooner*  
Sue Spooner

Date: 1/19/2023

**LESSOR:**

**CITY OF OLYMPIA,** a Washington  
municipal corporation

\_\_\_\_\_  
Steven J. Burney, City Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM:

**Mark Barber**  
Mark Barber, City Attorney

Date: 01/10/2023

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF THURSTON )

I certify that I know or have satisfactory evidence that **Tim Spooner** and **Sue Spooner**, husband and wife, are the persons who appeared before me, and that said persons acknowledged that they signed this instrument, and on oath stated that they are authorized to execute this instrument, and acknowledged it as their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 19<sup>th</sup> day of Jan 2023.



[Signature]  
Signature  
Print Name Jasmin Edwards  
NOTARY PUBLIC in and for the State of  
Washington  
Residing at Lacey  
My appointment expires: May 18 2026

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF THURSTON )

I certify that I know or have satisfactory evidence that **Steven J. Burney**, is the person who appeared before me, and as City Manager for the City of Olympia, Washington, on behalf of said municipal corporation and with authority to sign same, acknowledged that he signed this instrument, and on oath stated that he was authorized to execute this instrument, and acknowledged it as his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Signature  
Print Name \_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

**EXHIBIT A**  
(Legal Description)

Lease Area as shown on attached Exhibit B (Sketch of Leased Property), being depicted as the outlined and diagonal hatched area. Said Lease Area lies within:

Parcel B of Boundary Line Adjustment No. BLA -1644, as recorded February 28, 1995, under Auditor's File No. 9502280027, record of Thurston County, Washington, said Parcel B being a portion of the Southeast Quarter of Section 31, Township 18 North, Range 1 West, W.M.;

And

Parcel A of Boundary Line Adjustment No. BLA-03-105181TC as recorded September 12, 2003 under Auditor's File No. 3574063, records of Thurston County, Washington, said Parcel A being a portion of the Northeast Quarter of Section 6, Township 17 North, Range 1 West, W.M.



**EXHIBIT B**  
(Sketch of Leased Property)

