

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (the “Agreement”) is made this ____ day of _____, 2020, by the City of Yakima (“City” or “Purchaser”) and OfficeMax Incorporated, formerly known as Boise Cascade Corporation (collectively referred to as “OfficeMax”); LeeLynn, Inc. (“LeeLynn”); Wiley Mt., Inc. (“Wiley Mt.”); Yakima Resources, LLC (“Yakima Resources”); Frontier Resources, LLC (“Frontier”); and Dunollie Enterprises, LLC (“Dunollie”) (collectively “Sellers”).

RECITALS

- A. The City seeks to acquire portions of certain property as described below in fee for use as rights-of-way, together with corresponding utility easements and temporary construction easements. The City’s plans for these rights-of-way are attached as Exhibit A.
- B. OfficeMax owns the real property located at 805 N. 7th Street, Yakima, Washington (commonly referred to as the “Landfill Property”). The Landfill Property is identified as Yakima County Assessor Tax Parcel No. 191318-41001.
- C. Yakima Resources currently holds a long-term lease for the Landfill Property, dated February 11, 2004, with OfficeMax, with an option to purchase the Landfill Property (“Lease”). Yakima Resources and OfficeMax will enter into a separate lease modification and partial termination agreement to remove this encumbrance to the Landfill ROW Property (as defined below) in advance of the transfer of any property by way of this agreement.
- D. LeeLynn and Wiley Mt. own the real property located at 802 N. 7th Street, and 611 N. 8th Street, Yakima, Washington (the “Mill Property” and “Plywood Plant Property,” respectively). The Mill Property includes parcels identified by Yakima County Assessor as Tax Parcel Nos. 191318-12001, 191318-21003, 191318-24001, and 191318-31539. The Plywood Plant Property is identified as Yakima County Assessor Tax Parcel No. 191318-42001.
- E. Under the threat of condemnation, the City conveyed in writing, by way of a letter dated May 23, 2019, an offer to OfficeMax to purchase for right-of-way purposes a portion of the Landfill Parcel, as legally described in Exhibit B (the “Landfill ROW Property”), together with the associated utility easement and temporary construction easement, also described in Exhibit B.
- F. Under the threat of condemnation, the City conveyed in writing, by way of two separate letters dated May 23, 2019, offers to LeeLynn and Wiley Mt. to purchase for right-of-way purposes portions of the Mill Property and Plywood Plant Property, as legally described in Exhibits C and D (the “Mill ROW Property” and “Plywood Plant ROW Property,” respectively), together with the associated utility easements and temporary construction easements, also described in Exhibits C and D.

- G. OfficeMax will convey to the City the Landfill ROW Property, in fee for right-of-way purposes, together with the associated utility easement and temporary construction easement, all as described in Exhibit B.
- H. Yakima Resources will enter into a lease modification and partial termination agreement with OfficeMax to effectively release its leasehold interest in the Landfill ROW Property, and will consent to OfficeMax granting to the City the utility and temporary construction easements on the Landfill Property, all as described in Exhibit B.
- I. LeeLynn and Wiley Mt. will convey to the City the Mill ROW Property and Plywood Plant ROW Property, in fee for right-of-way purposes, together with the associated utility and temporary construction easements, all as described in Exhibits C and D, respectively.
- J. From 1963 to 1970, OfficeMax owned and operated the Mill Property, Plywood Plant Property and Landfill Property (collectively “Properties”) as a sawmill and plywood plant. Frontier entered into an Asset Purchase Agreement with OfficeMax, under which LeeLynn and Wiley Mt. acquired the Mill Property and Plywood Plant Property in 2004. At that time, Yakima Resources acquired the Lease for the Landfill Property. Since 2004, Yakima Resources and Dunollie have operated the Properties.
- K. From 1963 to 1970, the City operated a municipal landfill on portions of the Landfill Property and the Plywood Plant Property.
- L. Pursuant to the Model Toxics Control Act (“MTCA”), the City of Yakima has entered into an Agreed Order with the Washington State Department of Ecology (“Ecology”) to complete an interim action, an updated conceptual site model, Feasibility Study (“FS”), and draft Cleanup Action Plan (“dCAP”) for the MTCA Site associated with the former municipal landfill, which is known as the Interstate 82 Exit 33A Landfill Facility Site, and is located on portions of the Landfill and Plywood Plant Properties (“Landfill Site Agreed Order”). The Order is attached hereto as Exhibit E.
- M. Pursuant to MTCA, OfficeMax, LeeLynn, Wiley Mt., Yakima Resources and Dunollie have entered into an Agreed Order with Ecology to conduct Remedial Investigation (“RI”), prepare an FS, and prepare a dCAP for the MTCA Site associated with portions of the former mill outside of the former municipal landfill, which is known as the Yakima Mill Site, and is located on portions of the Properties (“Yakima Mill Site Agreed Order”). The Order is attached hereto as Exhibit F.

- N. The City acknowledges that portions of the Landfill ROW Property, Plywood Plant ROW Property and Mill ROW Property (collectively “ROW Properties”) are environmentally impaired as a result of historic use of the Properties, and that the City is entering into this Agreement with full knowledge of the condition of the ROW Properties and accepts the ROW Properties “as-is and with all faults,” including without limitation all environmental and/or geotechnical faults or conditions, whether known or unknown, and waives any and all objections or claims against the Sellers arising from or relating to the ROW Properties, including without limitation any claims of contribution arising from or related to known or unknown environmental conditions in, on, under or emanating from the ROW Properties.
- O. The City further acknowledges that, to the extent the ROW Properties are located within the property subject to the Yakima Mill Site Agreed Order, the City’s activities and/or use of the ROW Properties are subject to any and all restrictions on the activities and uses set forth under the Yakima Mill Site Agreed Order and such use restrictions are incorporated herein.
- P. As a component of this Agreement, the City acknowledges its desire that private parties redevelop the Properties for commercial/industrial use. The City and the Sellers acknowledge that entry into this Agreement to sell the ROW Properties, together with the associated utility easements, temporary construction easements, and access agreements, while under the threat of condemnation is otherwise voluntary and provides benefits to all signatories. LeeLynn, Wiley Mt., Yakima Resources, and the City are working together to redevelop the Properties. Redevelopment of the Properties requires the construction of new roads. Sellers acknowledge access benefits to properties owned in the vicinity of the former Boise Cascade Mill. The City acknowledges the benefits to improved City infrastructure consistent with its traffic needs. This Agreement facilitates these mutual benefits, which are necessary for redevelopment of the Properties.
- Q. The City, LeeLynn, Wiley Mt., and Yakima Resources further acknowledge OfficeMax’s desire to fully and finally resolve its responsibility and liability arising from past activities and ownership of the ROW Properties and for the City to acknowledge its responsibilities to OfficeMax under the 1963 Agreement defined below. The City and the Sellers acknowledge the benefit of providing and acknowledging the releases and indemnifications set forth and/or referenced under the terms of this Agreement and the acknowledgement of the 1963 Agreement in furtherance of OfficeMax’s participation in this Agreement.
- R. The transactions in this Agreement do not include sale or transfer to the City of any portion of the water rights that are appurtenant to the Landfill Property, Mill Property, or Plywood Plant Property.

TERMS

1. **Recitals.** The Recitals are incorporated as terms to this Agreement.
2. **Purchase and Sale.** Purchaser agrees to purchase from Sellers and Sellers agree to sell to Purchaser those portions of the real property generally located at 805 N. 7th St., 802 N. 7th St. and 611 N. 8th Street, Yakima, Washington, as legally described in Exhibits B, C and D (i.e., the ROW Properties). Purchaser also agrees to purchase from Sellers, and Sellers agree to grant to Purchaser, the utility easements and temporary construction easements, substantially in the form of Exhibits G and H, respectively. All cash consideration for the ROW Properties and associated easements is due at Closing. Further consideration, including exchanges of releases and indemnities, is outlined below and is effective at and survives Closing.
3. **Purchase Price.** The total Purchase Price for the ROW Properties and associated utility and temporary construction easements is Seven Hundred Forty Thousand Dollars (\$740,000.00), which will be distributed among the Sellers at Closing as follows, subject to adjustments and prorations as provided for herein:
 - 3.1 To OfficeMax: Seventy Five Thousand Dollars (\$75,000.00).
 - 3.2 To LeeLynn and Wiley Mt.: Five Hundred Ninety Thousand Dollars (\$590,000.00).
 - 3.3 To Yakima Resources: Seventy Five Thousand Dollars (\$75,000.00).
4. **Title.**
 - 4.1 **Title.** Within 5 business days of the date of this Agreement, the City will order and pay for a preliminary commitment for title insurance for the ROW Properties issued by Fidelity Insurance Company ("Title Company"), together with complete and legible copies of all exceptions and encumbrances noted thereon (the "Preliminary Commitment").
 - 4.2 **Survey.** Within 5 business days of the date of this Agreement, Sellers must provide Purchaser with a copy of any real property survey of the Properties in Sellers' possession or control after performing a reasonable search for same (the "Survey"). All costs to update such Survey or recertify such Survey will be the responsibility of Purchaser.
 - 4.3 **Title and Survey Review.** Purchaser will have 21 days after receipt of the Preliminary Commitment and Survey to advise Sellers in writing of any encumbrances, restrictions, easements, or other matters contained in the Preliminary Commitment or on the Survey (the "Exceptions") to which Purchaser objects. All Exceptions to which Purchaser does not object in writing within the 21-day period will be deemed accepted by Purchaser.

If Purchaser objects to any Exceptions within the 21-day period, Sellers must advise Purchaser in writing within 21 days of receipt of Purchaser's written objections (i) which Exceptions Sellers will remove at Closing, (ii) which Exceptions the Title Company has agreed to insure around in the title policy to be issued at Closing (together with the proposed form of endorsement), and (iii) which Exceptions will not be removed or insured around.

Within 10 days of receipt of Sellers' response to Purchaser's written objections, and assuming Sellers have not agreed to remove all exceptions to which Purchaser objects, Purchaser must notify Sellers in writing of Purchaser's election to either (i) terminate this Agreement; or (ii) waive its objections to the Exceptions the Title Company has agreed to insure around and the Exceptions Sellers will not remove or insure around, in which event such Exceptions will be deemed accepted by Purchaser.

Notwithstanding the foregoing, Sellers agree to remove all financial encumbrances and liens at or prior to Closing, and if Sellers fail to do so, Purchaser may cause any remaining financial encumbrances and liens reflected on the Preliminary Commitment to be satisfied in full at Closing from the purchase funds provided by Purchaser provided that Purchaser shall have no recourse against Sellers in excess of the purchase funds. Notwithstanding the foregoing, Sellers shall have no obligation to remove any liens or encumbrances placed upon the ROW Properties and Purchaser shall have no recourse against Sellers in the event such liens or encumbrances are as a result of the actions or failure to act on the part of Purchaser (or any entity related thereto), whether as a result of their use of the ROW Properties or otherwise.

44 Title Insurance. The City will purchase at Closing an Owner's ALTA Extended Coverage policy of title insurance (2006 Form) issued by Title Company, dated the date of Closing, insuring Purchaser's title to the ROW Properties subject to no Exceptions other than the standard printed Exceptions and the Exceptions deemed accepted by Purchaser pursuant to Section 4.3 above. The policy of title insurance will also include such endorsements as Purchaser may reasonably request. Sellers agree to provide whatever indemnities or affidavits the Title Company may require to remove from the policy of title insurance the standard preprinted exception for parties in possession and the standard preprinted exception for mechanics liens.

5. Transaction Obligations, Releases and Indemnities. All terms in this Section 5 (Transaction Obligations, Releases and Indemnities) will survive closing, and the benefits and burdens of this Section 5 will run with the land and will bind the Parties' successors and assigns.

51 Access to Roads and Utilities. The City's plans for roads contemplated by this Agreement (see Exhibit A) include access points to adjacent properties. The current plans do not reflect a southern leg on the northernmost roundabout near H Street. The City hereby commits to including a southern access leg at that roundabout and this provision will control over the Exhibit A and current ROW plans. The City will review proposed access points on a case-by-case basis as part of a project specific SEPA review process(s) for development of the Properties, will coordinate with LeeLynn, Wiley Mt., and Yakima Resources through final road planning phases, and will consider their comments on final road design. The City agrees that the right-of-way development will provide and allow access to all portions of the Properties adjacent to the ROW Properties, including development pads to the north of the railroad tracks and south of the H Street extension, and will provide utilities, including water and wastewater service connections, to the ROW Properties line. After Closing and prior to construction of the roads, the City will provide OfficeMax, LeeLynn, Wiley Mt., Yakima Resources, and Dunollie with access to and across the ROW Properties as necessary to conduct remedial investigation activities required by Ecology under the Yakima Mill Site Agreed Order, subject to execution of an Access Agreement, substantially in the form of Exhibit I. After Closing and prior to and during construction of the roads, the City will also provide OfficeMax, LeeLynn, Wiley Mt., and Yakima Resources with

access across the ROW Properties to reach those portions of the Landfill Property not otherwise accessible from a public road, subject to execution of the Access Agreement, substantially in the form of Exhibit I. In addition, after closing and prior to and during construction of the roads, the City will provide OfficeMax, LeeLynn, Wiley Mt., and Yakima Resources with access to areas in Temporary Construction Easement for development purposes as outlined in the Access Agreement, substantially in the form of Exhibit I.

52 Potential Name Change to Cascade Mill Parkway. The City agrees to consider renaming Bravo Company Boulevard to Cascade Mill Parkway to reflect the history of the property.

53 Compliance with MTCA. The City accepts, without admission, its liability under MTCA for the historical Municipal Solid Waste (“MSW”) landfill located on portions of the Landfill and Plywood Plant Properties, as required by Ecology. If remedial action is required due to impacts from the MSW landfill, the City will perform remedial activities in compliance with MTCA. The City will coordinate with OfficeMax, LeeLynn, and Wiley Mt., (“Owners”) and Yakima Resources during preparation of the FS in evaluating the remedial alternatives to ensure compliance with the Landfill Agreed Order and consistency with future commercial and/or industrial use of the Properties.

54 City’s Assumption of Responsibility for MSW at Landfill and Plywood Plant Properties. Without admitting liability, the City:

5.4.1 Accepts sole responsibility and liability for MTCA investigation and remediation of MSW and MSW-impacted areas required by Ecology at the Landfill and Plywood Plant Properties, subject to reservation of certain rights against other potentially liable parties that are not parties to this Agreement in Section 5.7 below.

5.4.2 Assumes sole responsibility and liability for addressing MSW and MSW- impacted areas as required by Ecology under MTCA or by any other regulatory agency(ies), subject to reservation of certain rights against other potentially liable parties that are not parties to this Agreement in Section 5.7 below.

5.4.3 Releases any and all claims, whether known, unknown, present or future, against any and all Sellers for recovery of costs of any kind whatsoever associated with operation of the landfill or presence of MSW.

5.4.4 Indemnifies any and all Sellers against any and all claims for remedial action costs or cleanup obligations required by Ecology or other regulatory agencies and for any natural resource damages associated with operation of the landfill or presence of MSW.

5.4.5 Acknowledges responsibility to OfficeMax under the Agreement between Boise Cascade Corporation and the City dated July 15, 1963, as it relates to its obligation to save and hold Boise Cascade Corporation (now OfficeMax) harmless from any liability whatsoever, arising from, or because of, the City’s use of the Landfill Property (the “1963 Agreement”) with an intent to satisfy such responsibility through the City’s performance of a MTCA cleanup performed to the approval of Ecology and any other applicable regulatory

agency(ies), recognizing that if such performance is insufficient to fulfill its responsibility under the 1963 Agreement, the City remains responsible for its obligations under the 1963 Agreement.

55 City's Assumption of Responsibility within the ROW Properties.

Without admitting liability, the City:

5.5.1 Accepts the ROW Properties "as-is and with all faults," including without limitation all environmental and/or geotechnical faults or conditions, whether known or unknown, and waives any and all objections or claims against the Sellers arising from or relating to the ROW Properties, including without limitation to any claims of contribution arising from or related to known or unknown environmental conditions in, on, under or emanating from the ROW Properties.

5.5.2 Assumes responsibility for any and all applicable regulatory requirements, including without limitation, MTCA cleanup requirements by Ecology, within the ROW Properties, including conditions unrelated to MSW, with the exception of any and all requirements for payment of past costs incurred by any and all Sellers prior to the Closing Date.

5.5.3 Releases any and all claims, whether known or unknown, present or future, against any and all Sellers for recovery of costs of any kind whatsoever incurred within the ROW Properties under MTCA or any other applicable regulatory requirements.

5.5.4 Indemnifies any and all Sellers for any and all costs or regulatory requirements, including without limitation, remedial action costs and cleanup obligations required by Ecology or any other regulatory agency, or any natural resource damages, associated with the presence of any regulated substances within the ROW Properties, with the exception of any and all past costs incurred by any and all Sellers prior to the Closing Date.

56 Sellers Will Not Seek Additional Compensation or Assert Claims for Additional Compensation. Sellers acknowledge that this Agreement is a voluntary, arms-length transaction and that all parties had access to and obtained independent legal advice. Except as provided in this Agreement, Sellers will not seek additional compensation or bring claims for additional compensation against the City arising from the Sellers' sale of the ROW Properties.

5.7 Reservation of Certain Rights. The City and the Sellers reserve their rights to seek contribution and cost recovery from other potentially liable parties that are not parties to this Agreement.

5.8 Matters between OfficeMax, Yakima Resources, LeeLynn, Wiley Mt. and Dunollie. Sellers acknowledge that this agreement does not address matters, including without limitation responsibility(ies), obligation(s) and liability(ies), that may remain exclusively among Sellers, and that any such responsibility(ies), obligation(s) and liability(ies) will be resolved by way of separate written agreement.

6. Representations and Warranties. Sellers warrant and represent that the following are now true and will be true as of the date of Closing:

6.1 Sellers make no representations or warranties with respect to nature quality or condition, including without limitation environmental or geotechnical conditions, in, on or under the ROW Properties.

62 Sellers have no knowledge of any condemnation or eminent domain proceedings now pending or anticipated with respect to the ROW Properties except for the threat of condemnation by the Purchaser.

63 To the extent not previously disclosed, there are no known legal actions, suits, or other legal administrative proceedings including, but not limited to, IRS, local, county, State or Federal agencies, pending, threatened against, or which may affect the ROW Properties, and Owners are not aware of any facts which might result in any such actions, suit or other proceedings.

64 There are no parties in possession of any portion of the ROW Properties as lessees, tenants-at-sufferance, invitees, or purported purchasers that have not been specifically disclosed in writing by Owners.

65 There are no special assessments due or pending on the Properties to the best of Owners' knowledge.

66 OfficeMax, to its actual knowledge and with no independent investigation beyond the review of the title commitment and any files in its possession with respect to the Landfill Property, has performed all of its obligations under service contracts, financing documents, utility agreements and title exception documents to which it is or was a party affecting or applicable to the Landfill ROW Property at the time of Closing except to the extent of its failure to do so as a result of any action or inaction on the part of the Purchaser during or after its use of the Landfill Property.

67 LeeLynn, Wiley Mt., and Yakima Resources, to its actual knowledge and with no independent investigation beyond the review of the title commitment and any files in its possession with respect to the Landfill Property, Mill Property, or Plywood Plant Property, have performed all of their obligations under the service contracts, financing documents, utility agreements and title exception documents to which they are or were a party affecting or applicable to the ROW Properties at the time of Closing except to the extent of their failure to do so as a result of any action or inaction on the part of the Purchaser during or after its use of the Landfill Property or ROW Properties.

68 To the extent LeeLynn, Wiley Mt., or Yakima Resources have any on-going obligations under service contracts, financing documents, utility agreements and title exception documents affecting or applicable to the ROW Properties, such party will continue to perform its obligations under such service contracts, financing documents, utility agreements and title exception documents affecting or applicable to the ROW Properties.

7. **Risk of Loss.** OfficeMax shall deliver the Landfill ROW Property to Purchaser at Closing "as-is and with all faults." LeeLynn, Wiley Mt. and Yakima Resources will deliver the ROW Properties in substantially the same condition existing as of the date hereof. Risk of loss or damage to the ROW Properties will be borne by LeeLynn, Wiley Mt. and Yakima Resources until the date of Closing. In the event of loss or damage to any portion of the ROW Properties prior to Closing, Purchaser may terminate this Agreement. Notwithstanding the foregoing, Purchaser may elect to purchase the ROW Properties in the condition existing on the date of Closing, and LeeLynn, Wiley Mt., and Yakima Resources must assign or transfer to Purchaser all insurance

proceeds or insurance claims applicable to any loss or damage occurring prior to Closing and provide Purchaser with a credit for the amount of any deductible due thereunder.

8. Closing.

8.1 Time and Place of Closing. Purchaser and Sellers must deposit in escrow with the Title Company all instruments and documents necessary to complete the transaction in accordance with this Agreement. As used herein, “Closing” or “date of Closing” means the date on which all appropriate documents are submitted to Escrow and the proceeds of sale are available for disbursement to Sellers. Transfer of the ROW Properties will be recorded on the date of Closing.

8.2 Closing Costs. At Closing, Purchaser will pay (i) the premium for the standard coverage policy of title insurance and the endorsements required to insure around the Exceptions the Title Company agreed to insure around in accordance with Section 4 above, (ii) the costs of the extended coverage portion of the policy of title insurance and any title insurance endorsements required by Purchaser, (iii) Title Company’s escrow and closing fees and charges, and (iv) deed or transfer taxes. Sellers will pay any personal property taxes. All other closing costs will be paid and allocated in accordance with the custom in Yakima County. Each party is responsible for its own legal, accounting, and consultant fees.

8.3 Prorations. Real property taxes, assessments, surface water management charges, utilities, and other expenses (collectively referred to as “Expenses”) of the ROW Properties will be prorated as of the date of Closing. Any revenue or expense amount which cannot be ascertained with certainty as of Closing will be prorated based upon the parties’ reasonable estimation, and will be reconciled within 30 days of Closing or as soon thereafter as the precise amounts can be ascertained. Either party owing the other party money based upon the final reconciliation must promptly pay it to the other party, which amount will bear interest at the rate of 12% per annum from the date 10 days after written demand for such payment is made by the party entitled to such payment. To the extent any such Expenses are the responsibility of Sellers, such Expenses must be paid in full by LeeLynn, Wiley Mt., and Yakima Resources, and OfficeMax will have no obligation to pay the City in the event LeeLynn, Wiley Mt., or Yakima Resources fail to pay the City for such Expenses.

9. Deliveries at Closing.

9.1 Sellers’ Delivery. At Closing, Sellers must deliver the following as provided by the Title Company:

9.1.1 Statutory Warranty Deeds conveying fee title to Sellers’ respective ROW Properties to Purchaser, while reserving to Sellers all water rights appurtenant to the ROW Properties, subject to no encumbrances, claims, and defects other than the Exceptions deemed approved by Purchaser pursuant to Section 4.3 above.

9.1.2 Yakima Resources’ release of its interest under the Lease in the Landfill ROW Property, and consent to OfficeMax’s grant to the City of the utility and temporary construction easements on the Landfill Property, all as described in Exhibit B.

9.1.3 Utility easements, substantially in the form of Exhibit G, for Sellers' respective properties.

9.1.4 Temporary construction easements, substantially in the form of Exhibit H, for Sellers' respective properties.

9.1.5 Reciprocal Access Agreement to allow OfficeMax, LeeLynn, Wiley Mt., Yakima Resources and Dunollie access to and across the Properties as necessary for them to conduct remedial investigation activities required by Ecology under respective Agreed Orders, substantially in the form of Exhibit I.

9.1.6 Access agreement to allow OfficeMax, LeeLynn, Wiley Mt., and Yakima Resources with access across the ROW Properties in order to reach those portions of the Landfill Property not otherwise accessible from a public road, substantially in the form of Exhibit I.

9.1.7 Access Agreement to allow OfficeMax, LeeLynn, Wiley Mt., and Yakima Resources to gain access to locations within TCE areas prior to TCE termination or expiration, the City wishes to provide access on a case-by-case basis, upon written notification from requesting party, consultation with the City's consultants and contractors, and written confirmation of time, place, and activities to be conducted within the TCE areas, substantially in the form of Exhibit I.

9.1.8 Foreign Investment in Real Property Tax Act ("FIRPTA") Affidavit.

9.1.9 Evidence that Sellers provided written notice to Ecology of their intent to convey the ROW Properties at least thirty (30) days prior to Closing, and that Sellers provided a copy of the Yakima Mill Site Agreed Order to Purchaser prior to Closing, all as required by paragraph VIII.M of the Yakima Mill Site Agreed Order.

92 **Purchaser's Delivery.** At Closing, Purchaser must deliver the following as provided by the Title Company:

9.2.1 Cash in the amount of the Purchase Price (subject to adjustments and prorations as set forth herein).

9.2.2 Executed copies of the utility easements, temporary construction easements, and access agreements, substantially in the form of Exhibits G, H, I and J, respectively, accepting their terms and conditions.

10. Possession. Purchaser is entitled to possession of the ROW Properties at the time of Closing.

11. Governing Law. This Agreement will be construed according to the laws of Washington State.

12. Notices. All notices required or permitted to be given hereunder must be in writing and must be personally delivered via process service or courier delivery or sent by U.S. certified mail, return receipt requested, addressed as set forth below:

PURCHASER: For City of Yakima

Jeff Cutter
City of Yakima Legal Department
200 South Third Street 2nd Fl
Yakima, WA 98901

with copy to:

Andy King
PKG Law, P.S.
2701 First Avenue, Suite 410
Seattle, WA 98121

SELLERS: For OfficeMax:

Office of the General Counsel
OfficeMax Incorporated
6600 North Military Trail, C483
Boca Raton, FL 33496

with copy to:

Noelle E. Wooten
Nelson Mullins Riley & Scarborough LLP
One Wells Fargo Center, 23rd Floor
301 South College Street
Charlotte, NC 28202

For LeeLynn, Wiley Mt., Yakima resources, Frontier and Dunollie:

James C. Carmody
Meyer Fluegge & Tenney
230 South 2nd Street
Yakima, WA 98907

With a copy to:

Matthew D. Wells
Tupper Mack Wells PLLC
2025 First Avenue, Suite 1100
Seattle, WA 98121

Parties may by proper notice designate such other address for giving of notices. All notices will be deemed given on the day such notice is personally served or on the third business day following the date such notice is sent by U.S. certified mail, return receipt requested, in accordance with this section.

13. Integration. This Agreement fully integrates the understanding of the parties as it relates the purchase by the City and sale by the Sellers of the ROW Properties and associated utility and temporary construction easements. It supersedes and cancels all prior negotiations, correspondence, and communications between the parties as it relates the purchase by the City and sale by the Sellers of the ROW Properties. This Agreement may only be modified or amended by written agreement signed by all parties to this Agreement.

14. Other Documents. Each party will undertake to execute such additional and other documents as may be required to fully implement the intent of this Agreement.

15. Counterparts. This Agreement may be executed in several counterparts, which will be treated as originals for all purposes, and all counterparts so executed will constitute one agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or to the same counterpart. Any such counterpart will be admissible into evidence as an original hereof against the person who executed it.

16. Open Public Meeting Approval. The City's execution of this Agreement requires approval by the Yakima City Council in an open public meeting. A copy of the Resolution approving the City's execution of this Agreement is attached as Exhibit J.

DATED as of the day and year first above written.

PURCHASER:

City of Yakima

By: _____

DATE

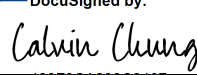
_____, City Manager

SELLERS:

OfficeMax Incorporated, formerly known as Boise Cascade Corporation

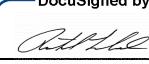
5/29/2020

DATE

By: 
Its: Vice President

5/29/2020

DATE

By: 
Its: Vice President & Treasurer

DS


OD/OMX
Legal
Reviewed

5/7/2020
DATE

Yakima Resources, LLC

By: [Signature]
Its: President Member

5/7/2020
DATE

LeeLynn, Inc.

By: [Signature]
Its: President

5/7/2020
DATE

Wiley Mt., Inc.

By: [Signature]
Its: President

5/7/2020
DATE

Frontier Resources, LLC

By: [Signature]
Its: President Member

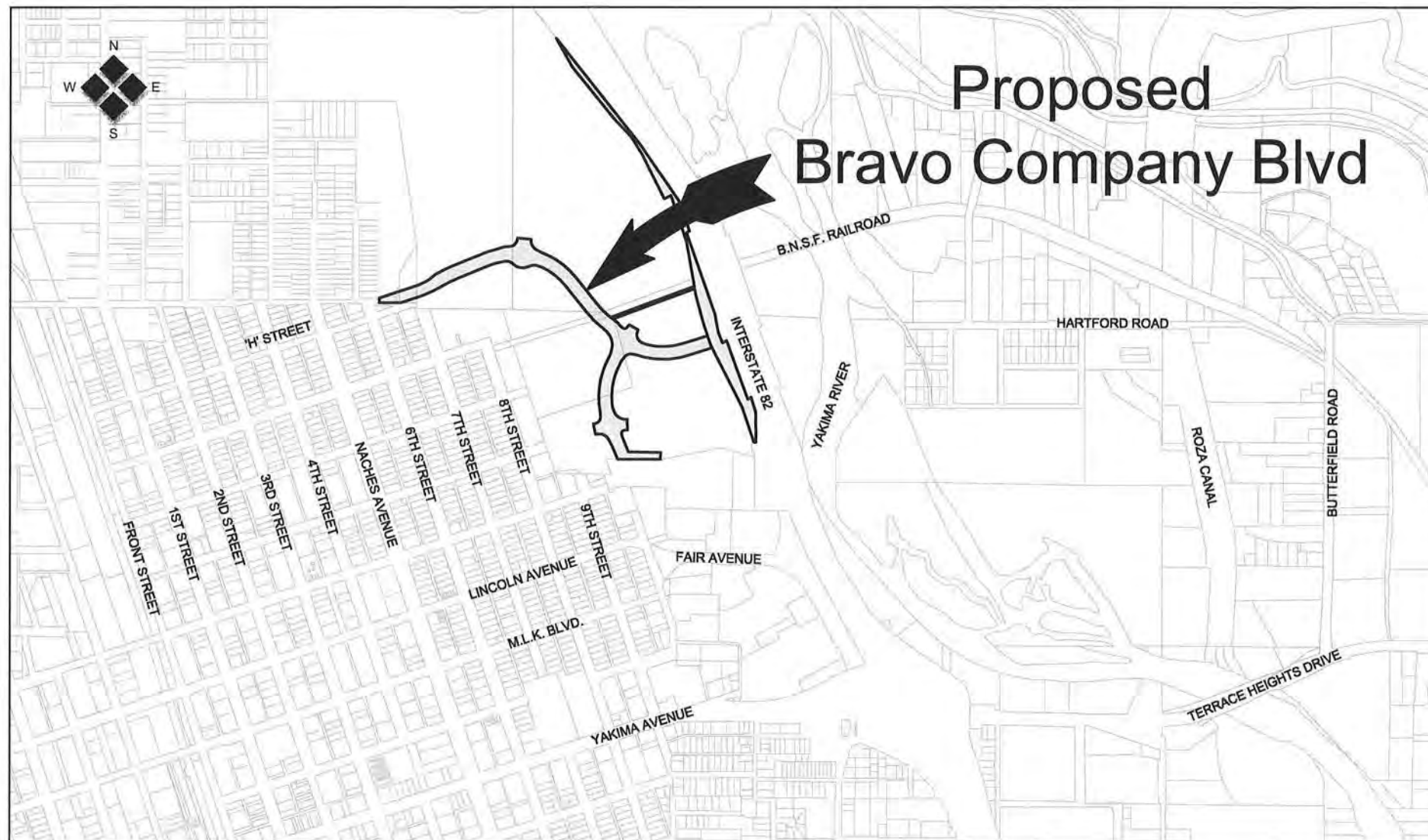
5/7/2020
DATE

Dunollie Enterprises, LLC

By: [Signature]
Its: Member

EXHIBIT A

RIGHT-OF-WAY (“ROW”) DEVELOPMENT PLANS



City of Yakima Bravo Company Blvd

Right of Way Plans
HLA Project No. 11062
November 2016

LEGEND

EXISTING FEATURES

RIGHT-OF-WAY SECTION	---
EASEMENT	- - - - -
FENCE	=====
GAS LINE	—●—●—●—
SANITARY SEWER	—●—●—●—
DOMESTIC WATER	—●—●—●—
STORM DRAIN	—●—●—●—
OVERHEAD POWER	—●—●—●—
IRRIGATION	—●—●—●—
UTILITY POLE	—●—●—●—
MANHOLE	—●—●—●—
DRYWELL	—●—●—●—
CATCH BASIN	—●—●—●—
FIRE HYDRANT	—●—●—●—
WATER VALVE	—●—●—●—
WATER BLOWOFF	—●—●—●—
SPLICE BOX	—●—●—●—
STREET LIGHT	—●—●—●—
WATER METER	—●—●—●—

PROPOSED NEW FEATURES

RIGHT-OF-WAY EASEMENT	---
CURB AND GUTTER	=====
SEWER LINE	—●—●—●—
WATER LINE	—●—●—●—
STORM DRAIN/ IRRIGATION PIPE	—●—●—●—
MANHOLE	—●—●—●—
RIGHT-OF-WAY ACQUIRED	=====
UTILITY EASEMENT ACQUIRED	=====
CONSTRUCTION EASEMENT ACQUIRED	=====

Sheet Index

Sheet	1	Cover / Vicinity Map
Sheet	2	Overall
Sheets	3 - 14	Detailed Right of Way Plans

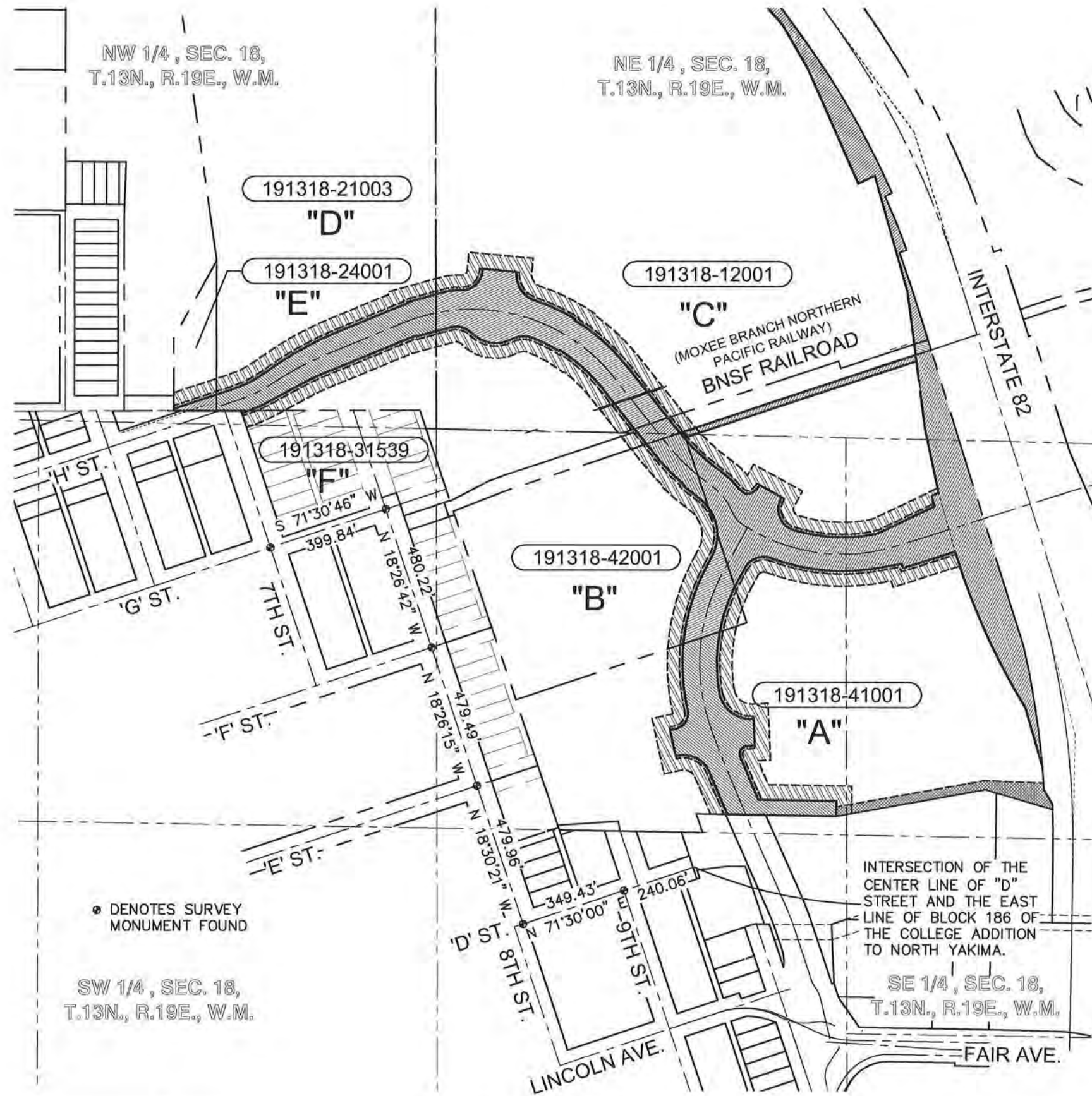


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UPDATED R/W PER LOCHNER LAYOUT	11-3-16	FILE NAMES:			
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REVISION	DATE				

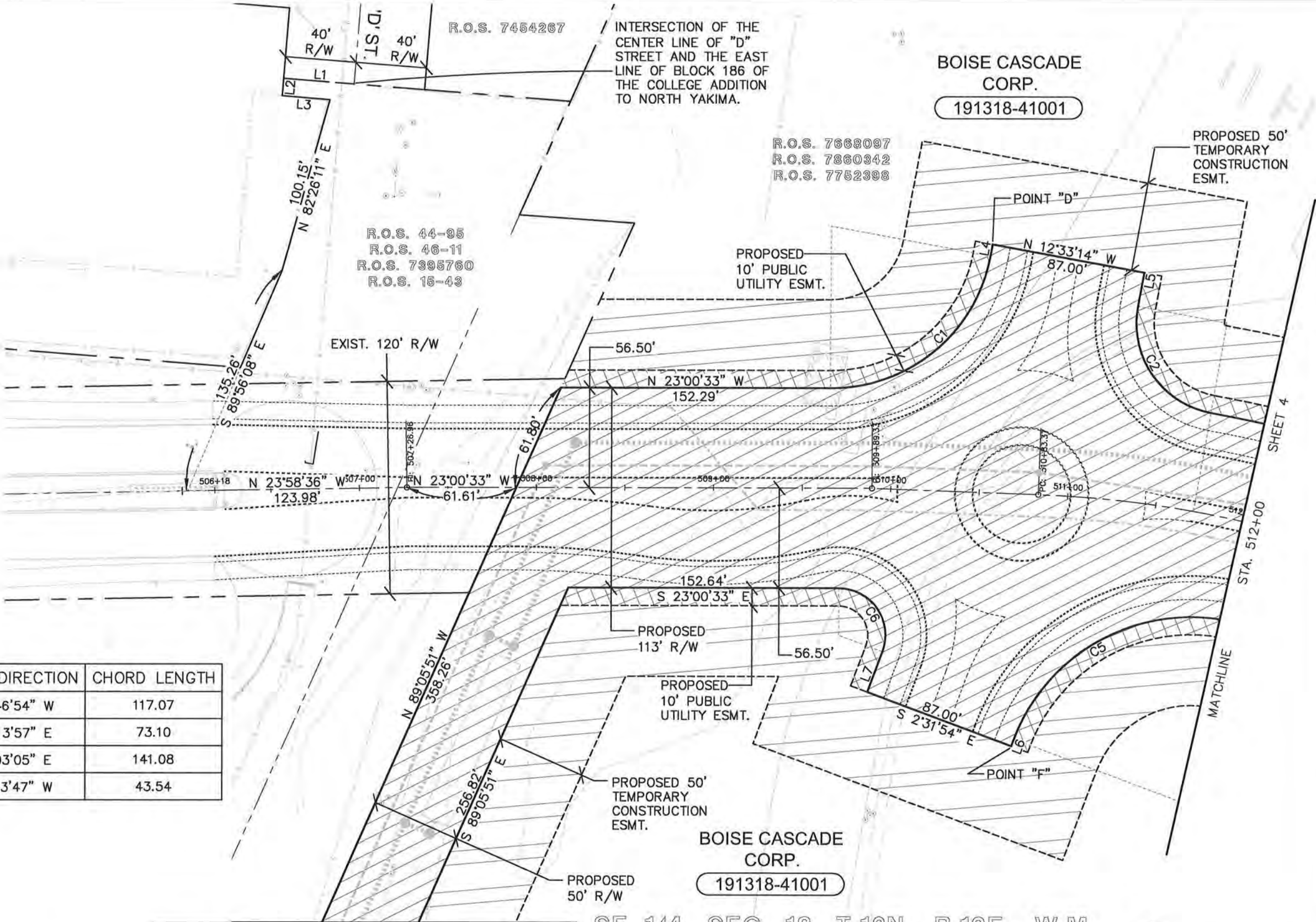
CITY OF YAKIMA
BRAVO COMPANY BOULEVARD
RIGHT OF WAY PLANS

SHEET
1
OF
14



LINE	BEARING	LENGTH
L1	S 18°30'21" E	40.00
L2	N 71°29'16" E	9.91
L3	N 18°29'16" W	27.00
L4	S 77°26'46" W	6.61
L5	N 77°26'46" E	19.32
L6	N 87°28'06" E	4.23
L7	S 87°28'06" W	24.31

CURVE	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	79°32'41"	91.50	127.03	N 62°46'54" W	117.07
C2	90°25'38"	51.50	81.28	N 32°13'57" E	73.10
C5	82°57'38"	106.50	154.20	S 51°03'05" E	141.08
C6	110°28'40"	26.50	51.10	S 32°13'47" W	43.54



PARCEL NO.	OWNERSHIP	EXISTING AREA	AREA TO BE ACQUIRED	REMAINING AREA	UTIL. EASEMENT AREA	CONST. EASEMENT AREA	NOTES
191318-41001	BOISE CASCADE CORP.	1,640,470± SF*	371,746± SF	1,268,724± SF	55,858± SF	178,605± SF	

* AREA PER YAKIMA COUNTY ASSESSOR'S OFFICE



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REVISION	DATE	DESIGNED BY:	TDF
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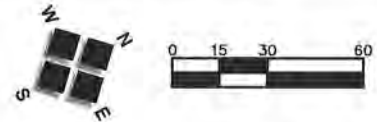
CITY OF YAKIMA

BRAVO COMPANY BOULEVARD

RIGHT OF WAY PLANS

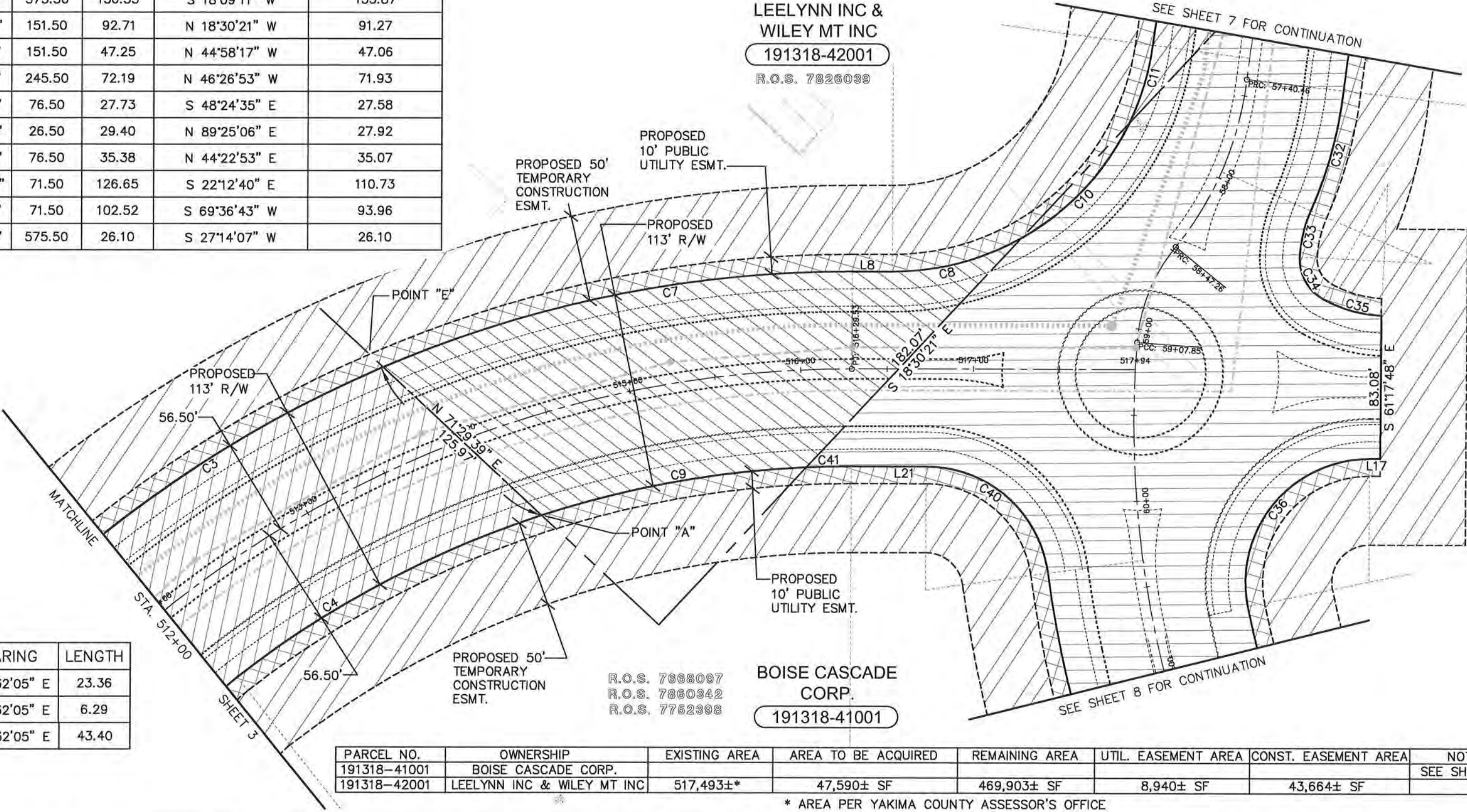
SHEET
3
OF
14

CURVE	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C3	18°16'57"	688.50	219.69	S 03°50'24" E	218.76
C4	19°56'29"	575.50	200.30	S 00°23'58" W	199.29
C7	23°14'00"	688.50	279.19	S 16°55'04" W	277.28
C8	29°30'37"	151.50	78.03	N 13°46'46" E	77.17
C9	15°33'57"	575.50	156.35	S 18°09'11" W	155.87
C10	35°03'38"	151.50	92.71	N 18°30'21" W	91.27
C11	17°52'12"	151.50	47.25	N 44°58'17" W	47.06
C32	16°50'51"	245.50	72.19	N 46°26'53" W	71.93
C33	20°46'14"	76.50	27.73	S 48°24'35" E	27.58
C34	63°34'23"	26.50	29.40	N 89°25'06" E	27.92
C35	26°30'03"	76.50	35.38	N 44°22'53" E	35.07
C36	101°29'30"	71.50	126.65	S 22°12'40" E	110.73
C40	82°09'17"	71.50	102.52	S 69°36'43" W	93.96
C41	2°35'55"	575.50	26.10	S 27°14'07" W	26.10



SE 1/4, SEC. 18,
T.13N., R.19E., W.M.

LEELYNN INC &
WILEY MT INC
191318-42001
R.O.S. 7826039



LINE	BEARING	LENGTH
L8	N 28°32'05" E	23.36
L17	N 28°32'05" E	6.29
L21	N 28°32'05" E	43.40

PARCEL NO.	OWNERSHIP	EXISTING AREA	AREA TO BE ACQUIRED	REMAINING AREA	UTIL. EASEMENT AREA	CONST. EASEMENT AREA	NOTES
191318-41001	BOISE CASCADE CORP.						SEE SHEET 3
191318-42001	LEELYNN INC & WILEY MT INC	517,493±*	47,590± SF	469,903± SF	8,940± SF	43,664± SF	

* AREA PER YAKIMA COUNTY ASSESSOR'S OFFICE



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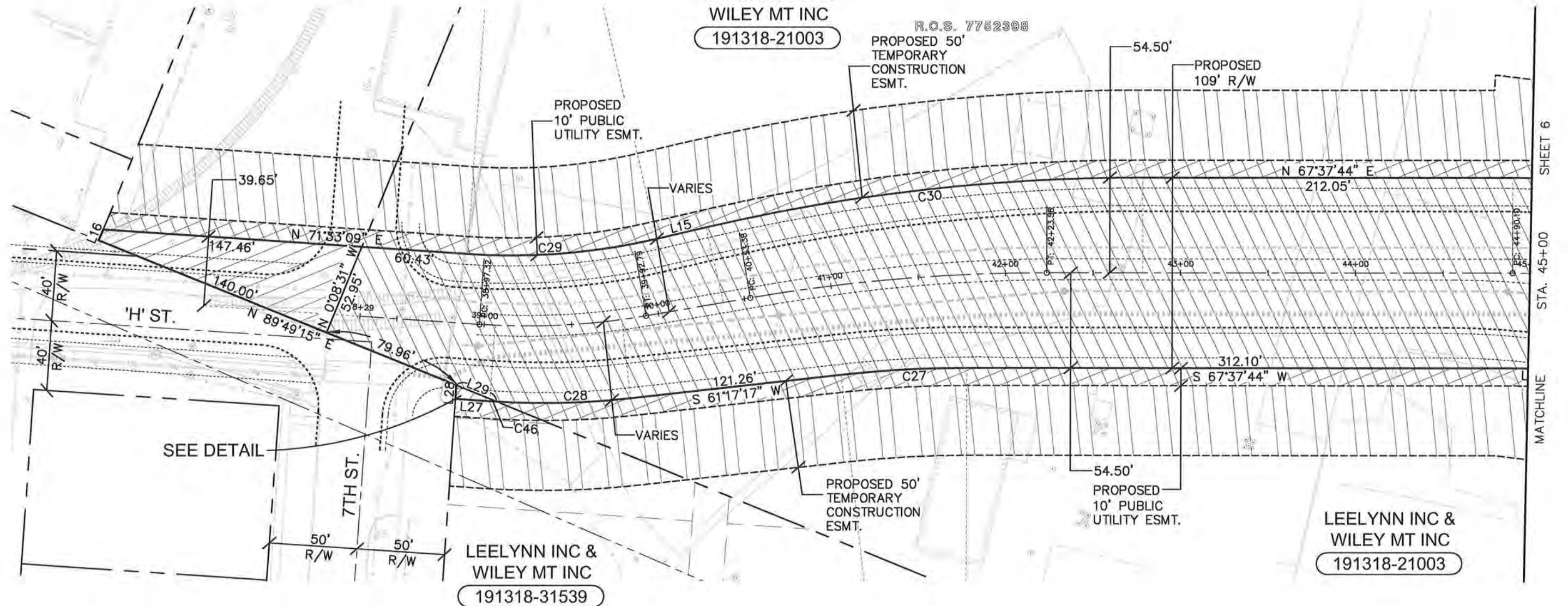
CITY OF YAKIMA
BRAVO COMPANY BOULEVARD
RIGHT OF WAY PLANS

SHEET
4
OF
14

LEELYNN INC &
WILEY MT INC
191318-24001

SE 1/4, NW 1/4, SEC. 18, T.13N., R.19E., W.M.

LEELYNN INC &
WILEY MT INC
191318-21003

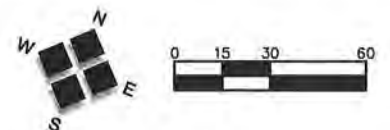
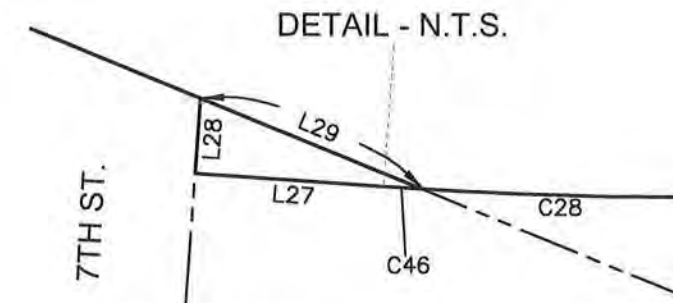


PARCEL NO.	OWNERSHIP	EXISTING AREA	AREA TO BE ACQUIRED	REMAINING AREA	UTIL. EASEMENT AREA	CONST. EASEMENT AREA	NOTES
191318-24001	LEELYNN INC & WILEY MT INC	50,529±*	4,177± SF	46,352± SF	1,475± SF	7,373± SF	
191318-31539	LEELYNN INC & WILEY MT INC	165,528±*	93± SF	165,435± SF	376± SF	4,195± SF	
191318-21003	LEELYNN INC & WILEY MT INC	3,288,780±*	77,796± SF	3,210,984± SF	14,567± SF	70,201± SF	

* AREA PER YAKIMA COUNTY ASSESSOR'S OFFICE

CURVE	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C27	6°20'27"	650.00	71.93	S 64°27'31" W	71.90
C28	9°45'29"	449.46	76.55	N 66°10'02" E	76.46
C29	17°01'19"	366.50	108.88	N 63°02'30" E	108.48
C30	13°05'54"	1100.00	251.47	S 61°04'47" W	250.92
C46	0°30'24"	449.50	3.97	N 71°17'57" E	3.97

LINE	BEARING	LENGTH
L15	N 54°31'50" E	28.87
L16	N 00°08'31" W	6.72
L27	S 71°33'09" W	19.66
L28	N 18°28'14" W	7.82
L29	N 89°49'15" E	24.89



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REVISION	DATE				

CITY OF YAKIMA
BRAVO COMPANY BOULEVARD
RIGHT OF WAY PLANS

SHEET
5
OF
14

SW 1/4, NE 1/4, SEC. 18, T.13N., R.19E., W.M.

LEELYNN INC &
WILEY MT INC
191318-12001

R.O.S. 7752398

10' PUBLIC
UTILITY ESMT.

PROPOSED
109' R/W

56.50'

N 38°45'48" W
110.44'

PROPOSED
117.5' R/W

61.00'

C26

52+00

53+00

S 71°35'58" W
106.64'

70.05'

N 38°45'48" W

PROPOSED 50'
TEMPORARY
CONSTRUCTION
ESMT.

S 84°34'17" E
111.00'

C23

C24

C25

50+00

51+00

52+00

53+00

54+00

55+00

56+00

57+00

58+00

59+00

60+00

61+00

62+00

63+00

64+00

65+00

66+00

67+00

68+00

SHEET 7
STA. 54+00
MATCHLINE

LINE	BEARING	LENGTH
L10	N 31°49'53" E	4.00
L11	S 05°25'43" W	10.15
L12	N 30°58'16" E	4.50
L13	N 20°01'37" W	3.11
L14	S 68°48'03" W	22.11
L26	N 19°09'10" W	3.84

PROPOSED 50'
TEMPORARY
CONSTRUCTION
ESMT.

PROPOSED 10' PUBLIC
UTILITY ESMT.

LEELYNN INC &
WILEY MT INC
191318-12001

CURVE	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C15	19°24'19"	542.50	183.74	N 48°27'57" W	182.86
C16	10°24'40"	538.50	97.85	N 63°22'27" W	97.72
C17	10°00'25"	50.00	8.73	N 73°34'59" W	8.72
C18	38°20'54"	97.00	64.92	S 82°14'21" W	63.72
C19	72°22'34"	107.50	135.79	S 80°44'49" E	126.94
C20	60°40'25"	74.50	78.89	N 74°53'44" W	75.26
C21	18°11'00"	182.50	57.92	S 83°27'34" W	57.68
C22	87°07'21"	66.50	101.12	N 48°59'23" E	91.65
C23	72°38'04"	90.00	114.09	S 30°53'19" E	106.61
C24	3°57'14"	200.00	13.80	S 69°10'58" E	13.80
C25	12°07'51"	656.00	138.89	N 65°05'40" W	138.63
C26	20°15'56"	651.50	230.44	N 48°53'46" W	229.24
C45	3°13'06"	649.50	36.48	S 69°14'17" W	36.48

PARCEL NO.	OWNERSHIP	EXISTING AREA	AREA TO BE ACQUIRED	REMAINING AREA	UTIL. EASEMENT AREA	CONST. EASEMENT AREA	NOTES
191318-21003	LEELYNN INC & WILEY MT INC						SEE SHEET 5
191318-12001	LEELYNN INC & WILEY MT INC	2,445,023±* SF	203,121± SF	2,241,902± SF	17,001± SF	92,404± SF	

* AREA PER YAKIMA COUNTY ASSESSOR'S OFFICE



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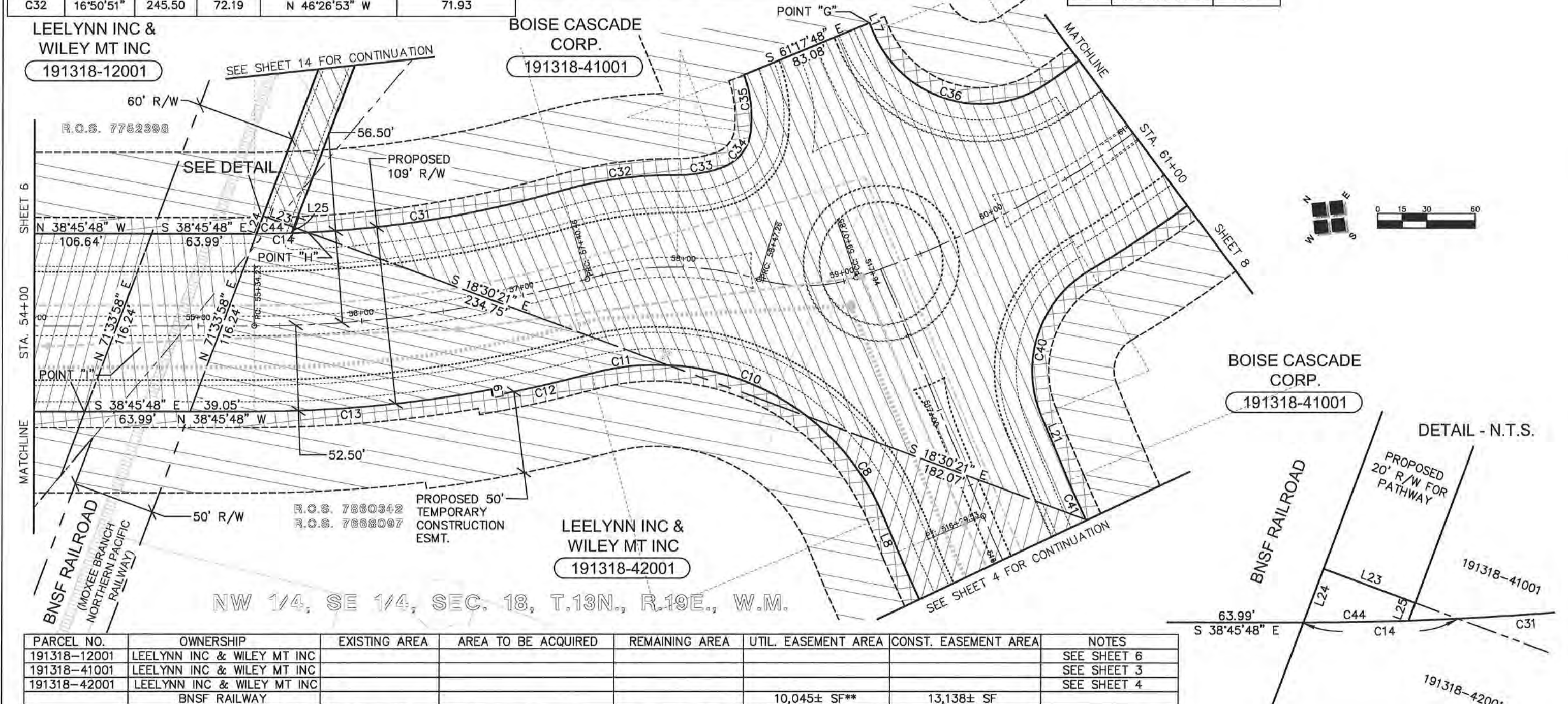
CITY OF YAKIMA
BRAVO COMPANY BOULEVARD
RIGHT OF WAY PLANS

SHEET
6
OF
14

CURVE	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C8	29°30'37"	151.50	78.03	N 13°46'46" E	77.17
C10	35°03'38"	151.50	92.71	N 18°30'21" W	91.27
C11	17°52'12"	151.50	47.25	N 44°58'17" W	47.06
C12	4°30'32"	790.00	62.17	S 51°39'07" E	62.15
C13	10°38'03"	786.00	145.88	S 44°04'49" E	145.67
C14	2°40'29"	677.00	31.60	S 40°12'48" E	31.60
C31	13°19'16"	677.00	157.40	S 48°12'41" E	157.05
C32	16°50'51"	245.50	72.19	N 46°26'53" W	71.93

CURVE	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C33	20°46'14"	76.50	27.73	S 48°24'35" E	27.58
C34	63°34'23"	26.50	29.40	N 89°25'06" E	27.92
C35	26°30'03"	76.50	35.38	N 44°22'53" E	35.07
C36	101°29'30"	71.50	126.65	S 22°12'40" E	110.73
C40	82°09'17"	71.50	102.52	S 69°36'43" W	93.96
C41	2°35'55"	575.50	26.10	S 27°14'07" W	26.10
C44	1°49'03"	677.00	21.47	S 39°47'05" E	21.47

LINE	BEARING	LENGTH
L8	N 28°32'05" E	23.36
L9	S 40°36'09" W	4.00
L17	N 28°32'05" E	6.29
L21	N 28°32'05" E	43.40
L23	N 18°30'21" W	20.00
L24	S 71°33'58" W	11.69
L25	N 71°33'58" E	3.90



PARCEL NO.	OWNERSHIP	EXISTING AREA	AREA TO BE ACQUIRED	REMAINING AREA	UTIL. EASEMENT AREA	CONST. EASEMENT AREA	NOTES
191318-12001	LEELYNN INC & WILEY MT INC						SEE SHEET 6
191318-41001	LEELYNN INC & WILEY MT INC						SEE SHEET 3
191318-42001	LEELYNN INC & WILEY MT INC						SEE SHEET 4
BNSF RAILWAY					10,045± SF**	13,138± SF	

* AREA PER YAKIMA COUNTY ASSESSOR'S OFFICE

** INCLUDES ROADWAY AND UTILITY EASEMENT

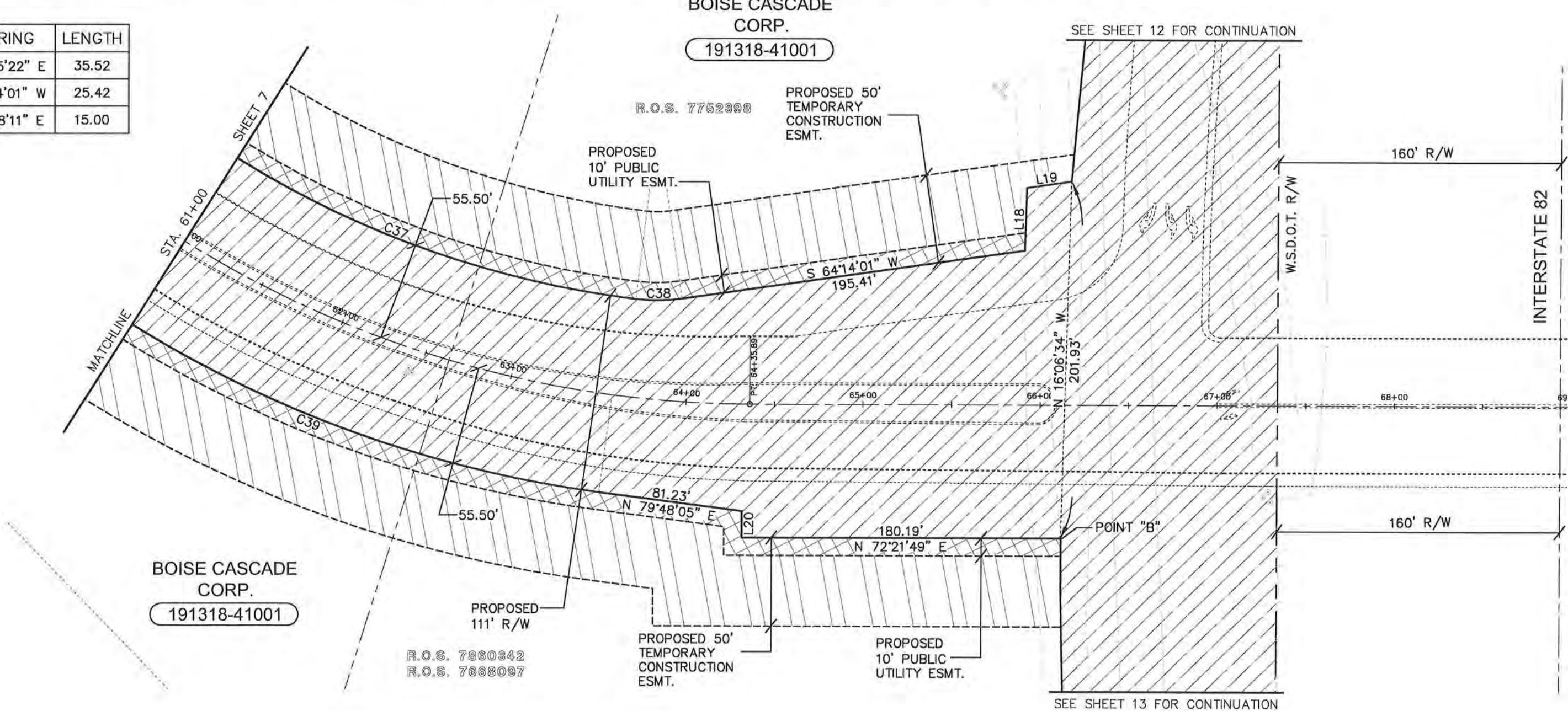
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		FILE NAMES: DRAWING: SheetsROW.dwg PLAN: 11062.dwg			
		DESIGNED BY: ENTERED BY:	TDF AJH		
		REVISION DATE			

CURVE	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C37	27°53'23"	544.50	265.05	S 86°54'07" E	262.44
C38	14°55'11"	100.00	26.04	N 71°41'36" E	25.97
C39	30°53'17"	655.50	353.38	S 84°45'17" E	349.12

LINE	BEARING	LENGTH
L18	S 15°55'22" E	35.52
L19	S 64°14'01" W	25.42
L20	S 17°38'11" E	15.00

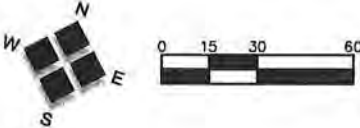
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BOISE CASCADE
CORP.
191318-41001



PARCEL NO.	OWNERSHIP	EXISTING AREA	AREA TO BE ACQUIRED	REMAINING AREA	UTIL. EASEMENT AREA	CONST. EASEMENT AREA	NOTES
191318-41001	LEELYNN INC & WILEY MT INC						SEE SHEET 3

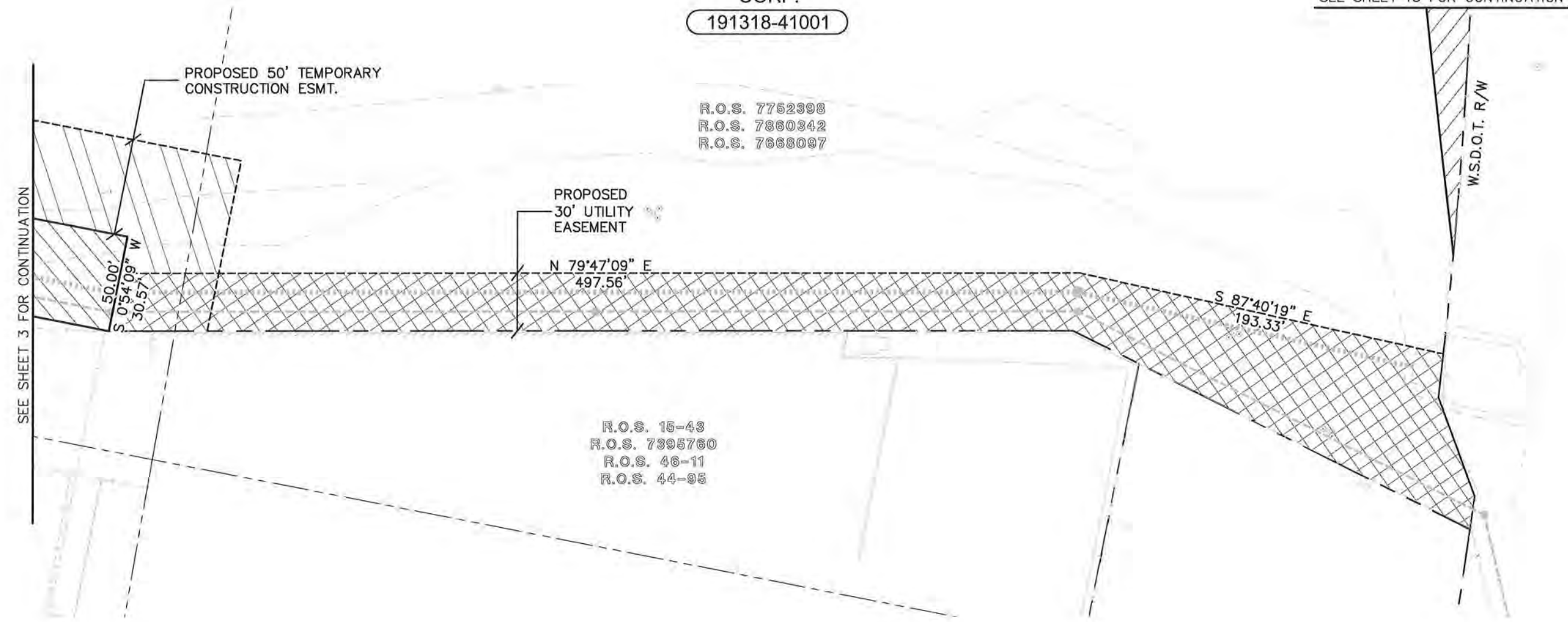
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BOISE CASCADE
CORP.
191318-41001

SEE SHEET 13 FOR CONTINUATION

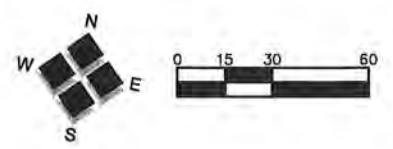


SEE SHEET 3 FOR CONTINUATION

INTERSTATE 82

PARCEL NO.	OWNERSHIP	EXISTING AREA	AREA TO BE ACQUIRED	REMAINING AREA	UTIL. EASEMENT AREA	CONST. EASEMENT AREA	NOTES
191318-41001	BOISE CASCADE CORP.						SEE SHEET 3

* AREA PER YAKIMA COUNTY ASSESSOR'S OFFICE

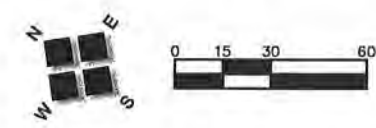


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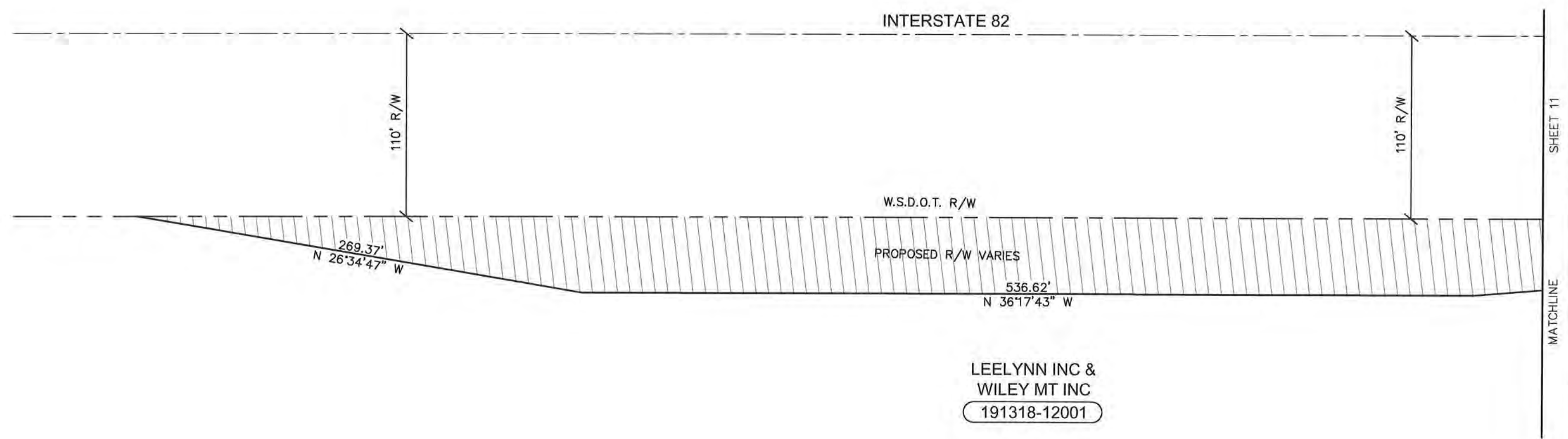
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CITY OF YAKIMA
BRAVO COMPANY BOULEVARD
RIGHT OF WAY PLANS

SHEET
9
OF
14



NE 1/4, SEC. 18, T.13N., R.19E., W.M.



PARCEL NO.	OWNERSHIP	EXISTING AREA	AREA TO BE ACQUIRED	REMAINING AREA	UTIL. EASEMENT AREA	CONST. EASEMENT AREA	NOTES
191318-12001	LEELYNN INC & WILEY MT INC						SEE SHEET 6

* AREA PER YAKIMA COUNTY ASSESSOR'S OFFICE

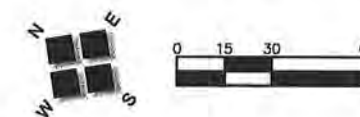


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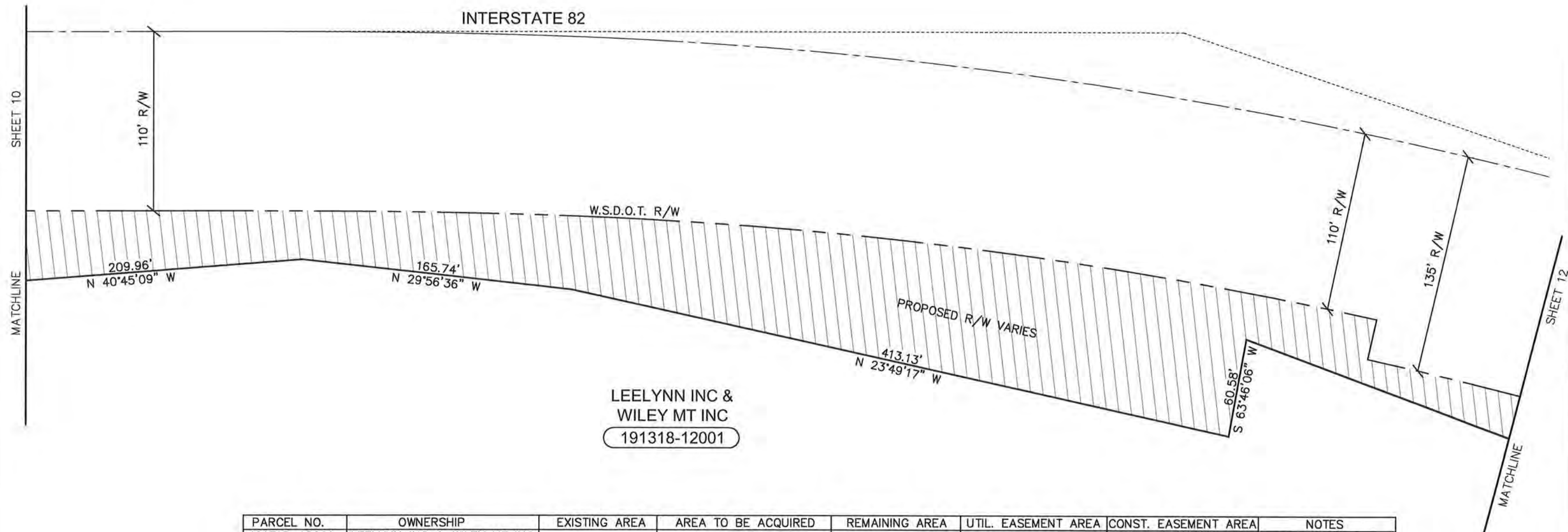
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CITY OF YAKIMA
BRAVO COMPANY BOULEVARD
RIGHT OF WAY PLANS

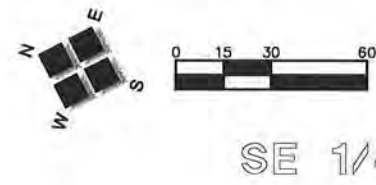


NE 1/4, SEC. 18, T.13N., R.19E., W.M.



PARCEL NO.	OWNERSHIP	EXISTING AREA	AREA TO BE ACQUIRED	REMAINING AREA	UTIL. EASEMENT AREA	CONST. EASEMENT AREA	NOTES
191318-12001	LEELYNN INC & WILEY MT INC						SEE SHEET 6

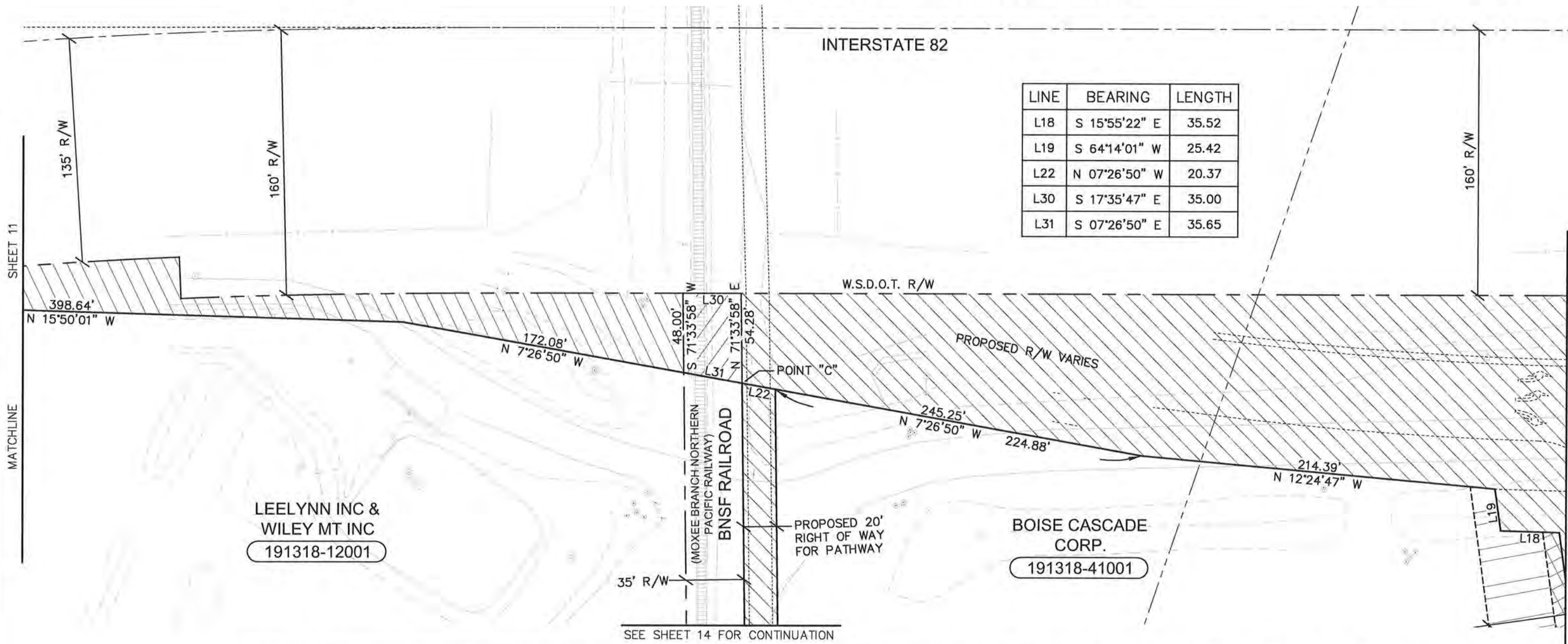
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NE 1/4

SEC. 18, T.13N., R.19E., W.M.

SE 1/4



LINE	BEARING	LENGTH
L18	S 15°55'22" E	35.52
L19	S 64°14'01" W	25.42
L22	N 07°26'50" W	20.37
L30	S 17°35'47" E	35.00
L31	S 07°26'50" E	35.65

LEELYNN INC &
WILEY MT INC
191318-12001

BOISE CASCADE
CORP.
191318-41001

PARCEL NO.	OWNERSHIP	EXISTING AREA	AREA TO BE ACQUIRED	REMAINING AREA	UTIL. EASEMENT AREA	CONST. EASEMENT AREA	NOTES
191318-12001	LEELYNN INC & WILEY MT INC						SEE SHEET 6
191318-41001	BOISE CASCADE CORP.						SEE SHEET 3
	BNSF RAILWAY						SEE SHEET 7

* AREA PER YAKIMA COUNTY ASSESSOR'S OFFICE



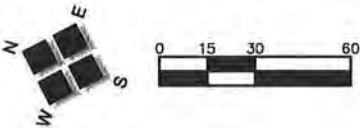
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Engineering and Land Surveying, Inc.

2803 River Road
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Fax 509.965.3800
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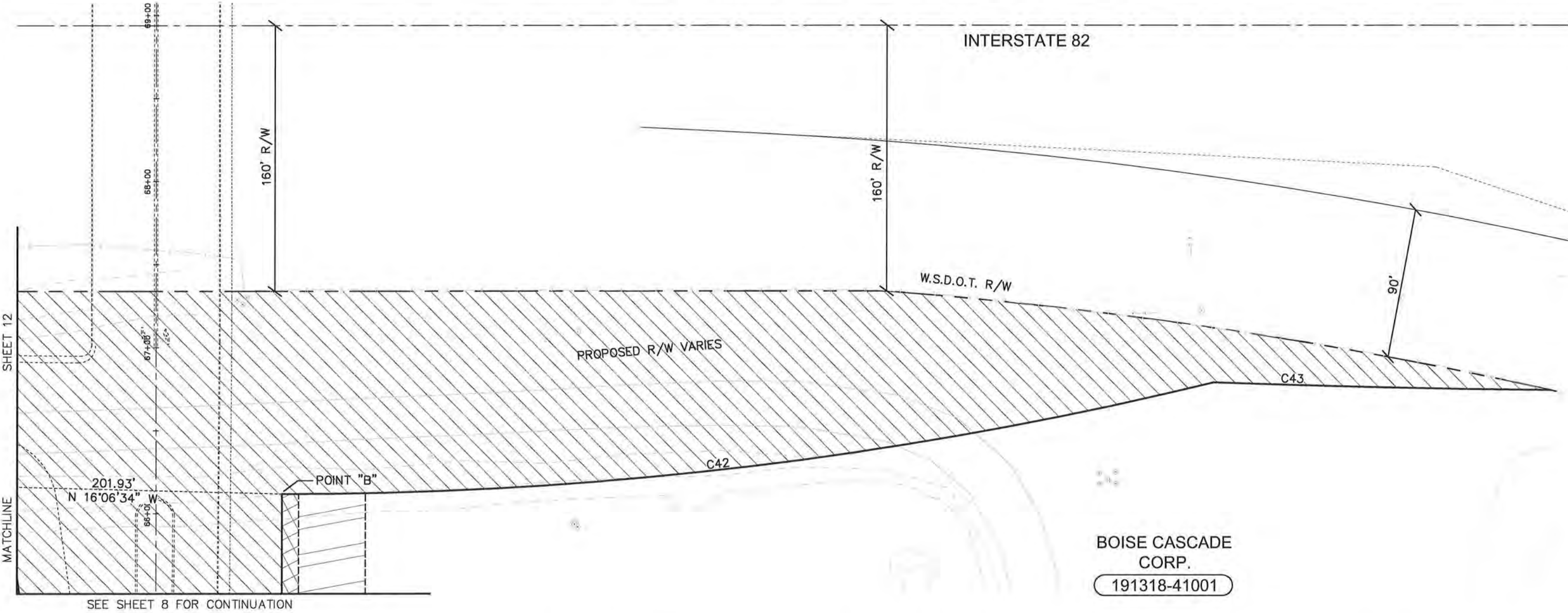
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UPDATED R/W PER LOCHNER LAYOUT	11-3-16	11062	10-28-16
FINAL UPDATES (PH1/PH2)	11-14-16	FILE NAMES:	
		DRAWING: SheetsROW.dwg	
		PLAN: 11062.dwg	
		DESIGNED BY:	TDF
		ENTERED BY:	AJH
REVISION	DATE		

CITY OF YAKIMA
BRAVO COMPANY BOULEVARD
RIGHT OF WAY PLANS

CURVE	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C42	13°51'06"	2340.13	565.74	S 24°24'58" E	564.36
C43	1°32'56"	7536.52	203.74	S 16°19'05" E	203.74

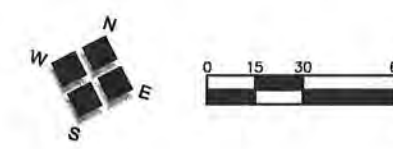


SE 1/4, SEC. 18, T.13N., R.19E., W.M.



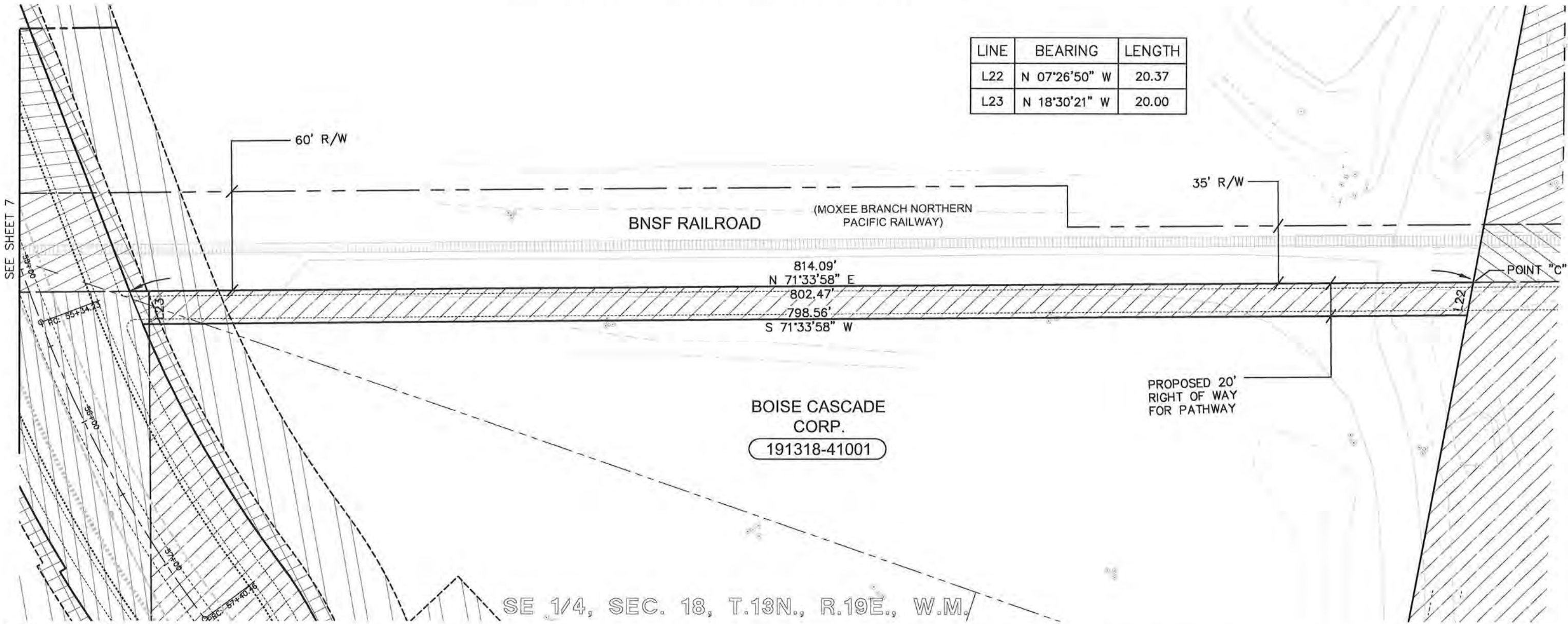
PARCEL NO.	OWNERSHIP	EXISTING AREA	AREA TO BE ACQUIRED	REMAINING AREA	UTIL. EASEMENT AREA	CONST. EASEMENT AREA	NOTES
191318-41001	BOISE CASCADE CORP.						SEE SHEET 3

* AREA PER YAKIMA COUNTY ASSESSOR'S OFFICE



NE 1/4, SEC. 18, T.13N., R.19E., W.M.

LINE	BEARING	LENGTH
L22	N 07°26'50" W	20.37
L23	N 18°30'21" W	20.00



LEELYNN INC &
WILEY MT INC
191318-42001

PARCEL NO.	OWNERSHIP	EXISTING AREA	AREA TO BE ACQUIRED	REMAINING AREA	UTIL. EASEMENT AREA	CONST. EASEMENT AREA	NOTES
191318-41001	BOISE CASCADE CORP.						SEE SHEET 3
	BNSF RAILWAY						SEE SHEET 7
191318-42001	LEELYNN INC & WILEY MT INC						

* AREA PER YAKIMA COUNTY ASSESSOR'S OFFICE



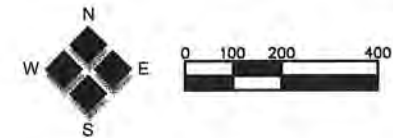
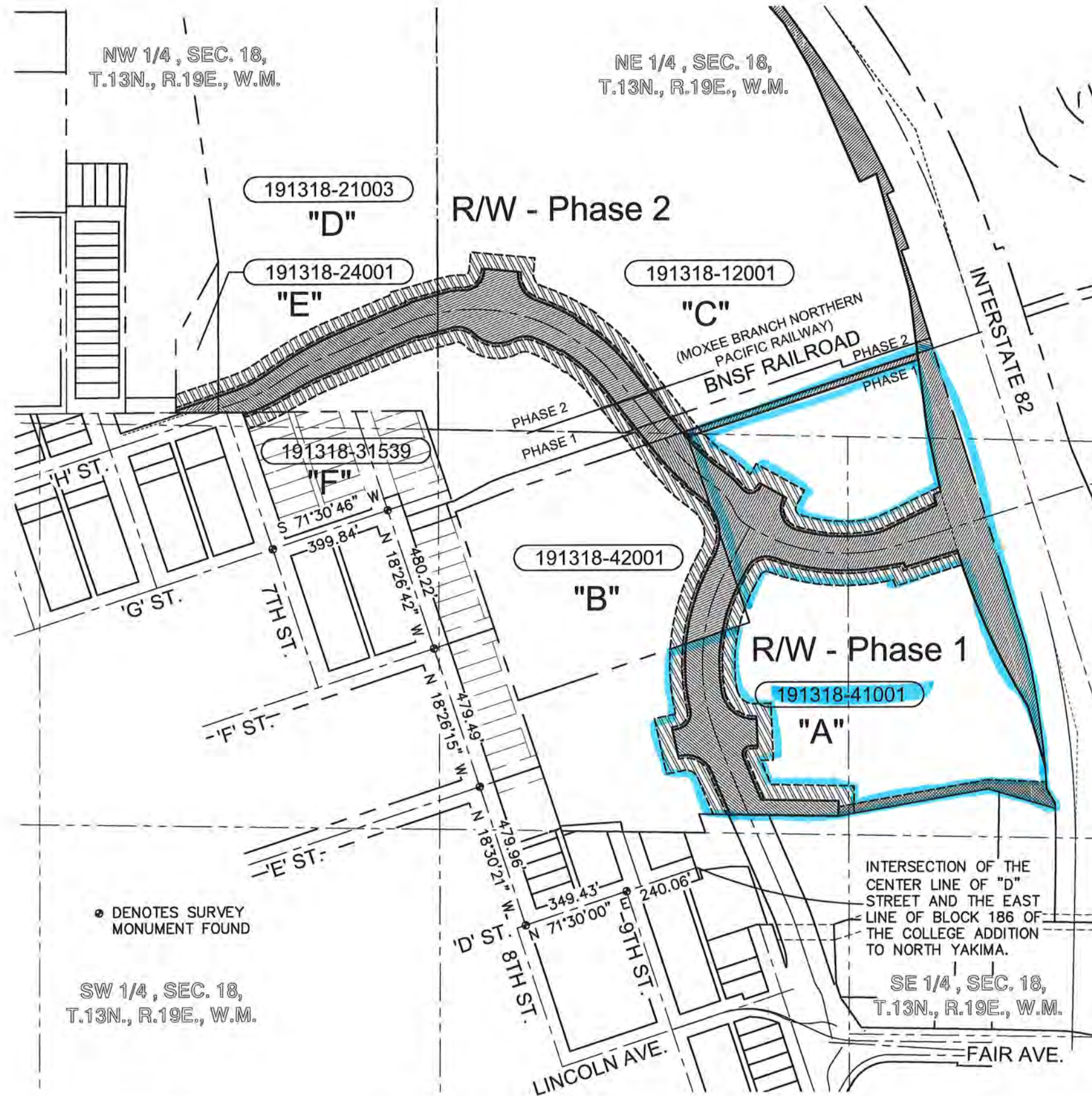
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CITY OF YAKIMA
BRAVO COMPANY BOULEVARD
RIGHT OF WAY PLANS

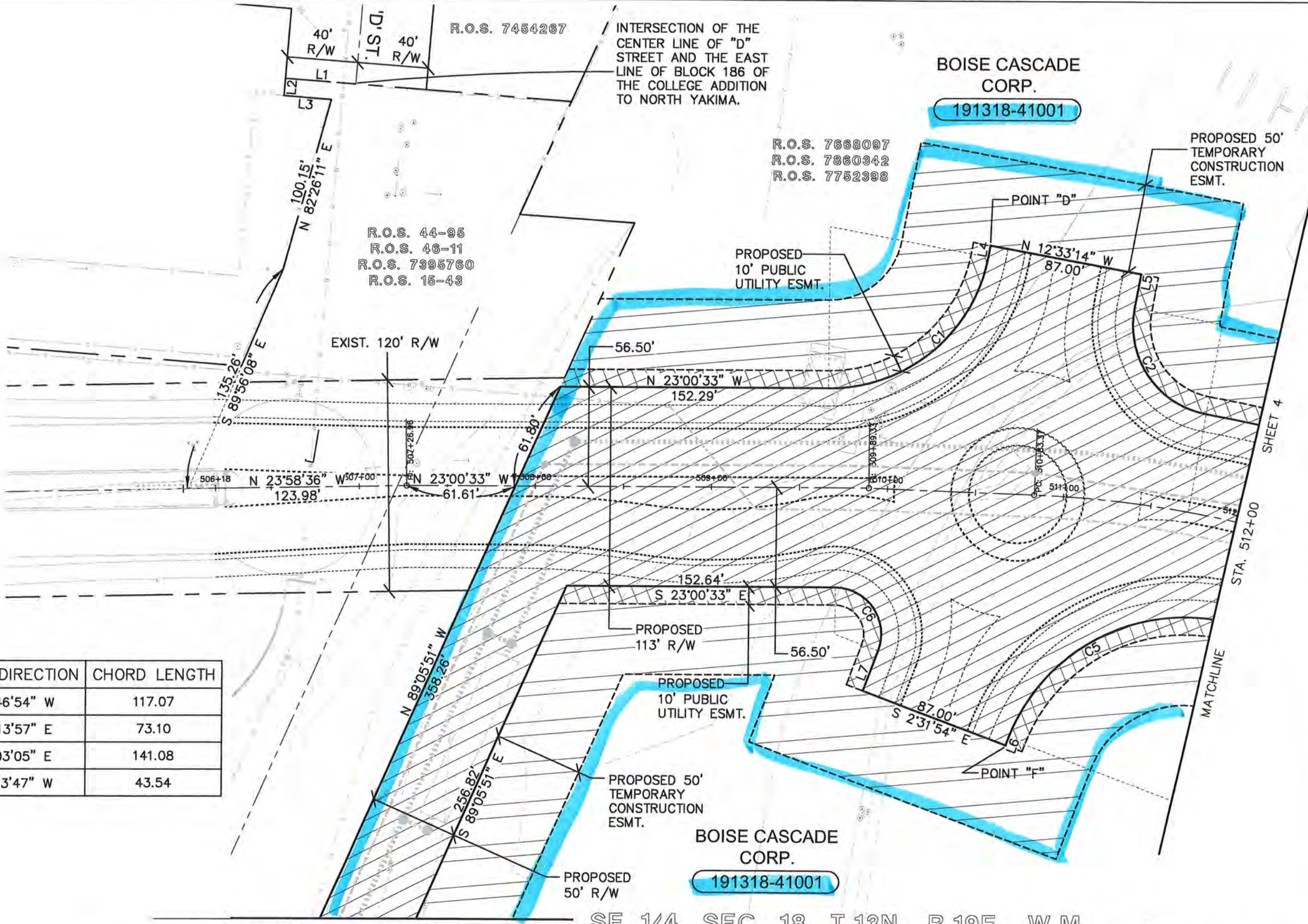
EXHIBIT B

LANDFILL ROW PROPERTY,
LANDFILL PROPERTY UTILITY EASEMENT AREA, AND
LANDFILL PROPERTY TEMPORARY CONSTRUCTION EASEMENT AREA
LEGAL DESCRIPTIONS



LINE	BEARING	LENGTH
L1	S 18°30'21" E	40.00
L2	N 71°29'16" E	9.91
L3	N 18°29'16" W	27.00
L4	S 77°26'46" W	6.61
L5	N 77°26'46" E	19.32
L6	N 87°28'06" E	4.23
L7	S 87°28'06" W	24.31

CURVE	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	79°32'41"	91.50	127.03	N 62°46'54" W	117.07
C2	90°25'38"	51.50	81.28	N 32°13'57" E	73.10
C5	82°57'38"	106.50	154.20	S 51°03'05" E	141.08
C6	110°28'40"	26.50	51.10	S 32°13'47" W	43.54



PARCEL NO.	OWNERSHIP	EXISTING AREA	AREA TO BE ACQUIRED	REMAINING AREA	UTIL. EASEMENT AREA	CONST. EASEMENT AREA	NOTES
191318-41001	BOISE CASCADE CORP.	1,640,470± SF*	371,746± SF	1,268,724± SF	55,858± SF	178,605± SF	

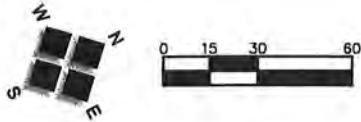
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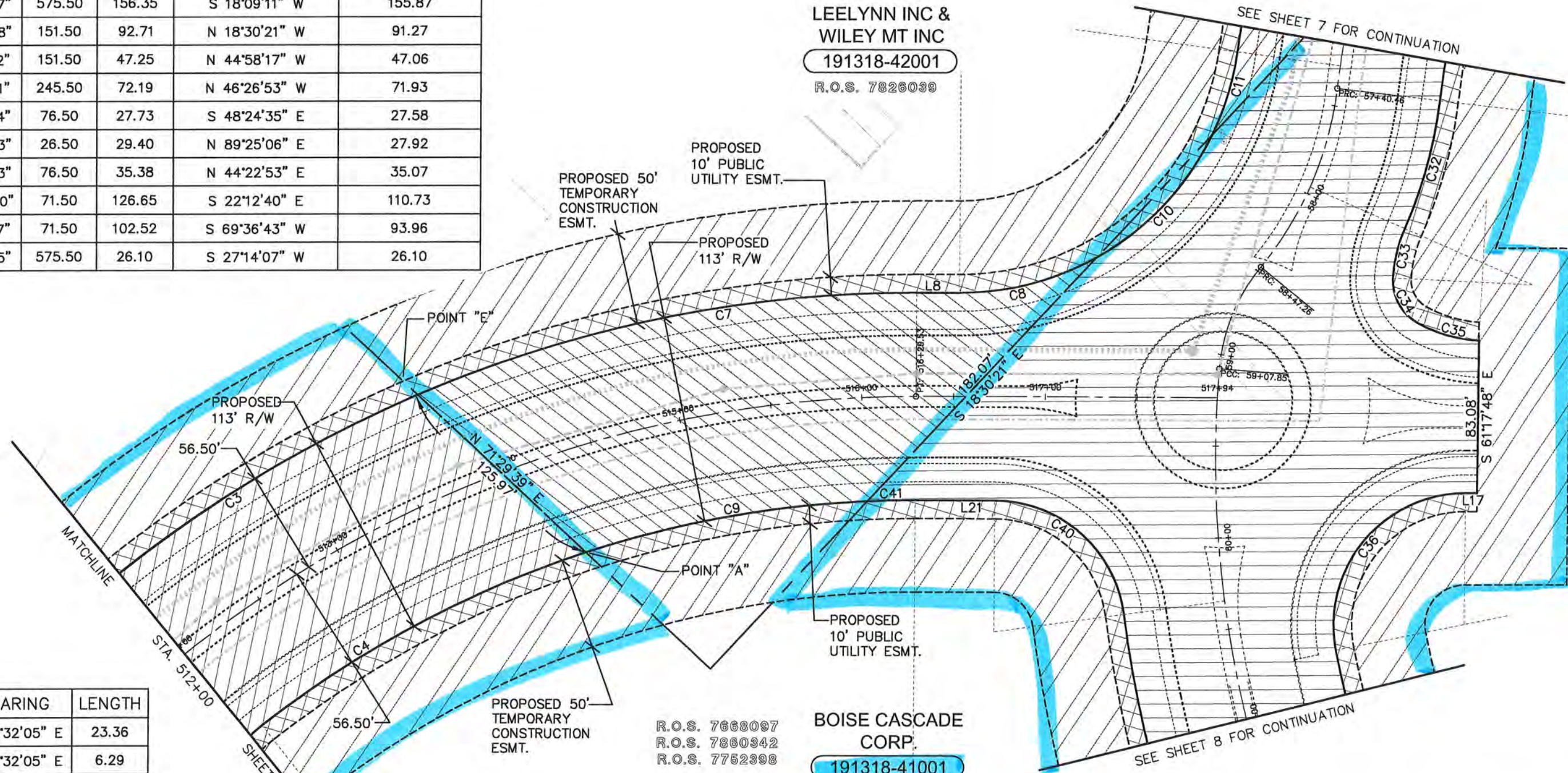
CITY OF YAKIMA
BRAVO COMPANY BOULEVARD
RIGHT OF WAY PLANS

CURVE	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C3	18°16'57"	688.50	219.69	S 03°50'24" E	218.76
C4	19°56'29"	575.50	200.30	S 00°23'58" W	199.29
C7	23°14'00"	688.50	279.19	S 16°55'04" W	277.28
C8	29°30'37"	151.50	78.03	N 13°46'46" E	77.17
C9	15°33'57"	575.50	156.35	S 18°09'11" W	155.87
C10	35°03'38"	151.50	92.71	N 18°30'21" W	91.27
C11	17°52'12"	151.50	47.25	N 44°58'17" W	47.06
C32	16°50'51"	245.50	72.19	N 46°26'53" W	71.93
C33	20°46'14"	76.50	27.73	S 48°24'35" E	27.58
C34	63°34'23"	26.50	29.40	N 89°25'06" E	27.92
C35	26°30'03"	76.50	35.38	N 44°22'53" E	35.07
C36	101°29'30"	71.50	126.65	S 22°12'40" E	110.73
C40	82°09'17"	71.50	102.52	S 69°36'43" W	93.96
C41	2°35'55"	575.50	26.10	S 27°14'07" W	26.10



SE 1/4, SEC. 18,
T.13N., R.19E., W.M.

LEELYNN INC &
WILEY MT INC
191318-42001
R.O.S. 7826039



LINE	BEARING	LENGTH
L8	N 28°32'05" E	23.36
L17	N 28°32'05" E	6.29
L21	N 28°32'05" E	43.40

PARCEL NO.	OWNERSHIP	EXISTING AREA	AREA TO BE ACQUIRED	REMAINING AREA	UTIL. EASEMENT AREA	CONST. EASEMENT AREA	NOTES
191318-41001	BOISE CASCADE CORP.						SEE SHEET 3
191318-42001	LEELYNN INC & WILEY MT INC	517,493±*	47,590± SF	469,903± SF	8,940± SF	43,664± SF	

* AREA PER YAKIMA COUNTY ASSESSOR'S OFFICE



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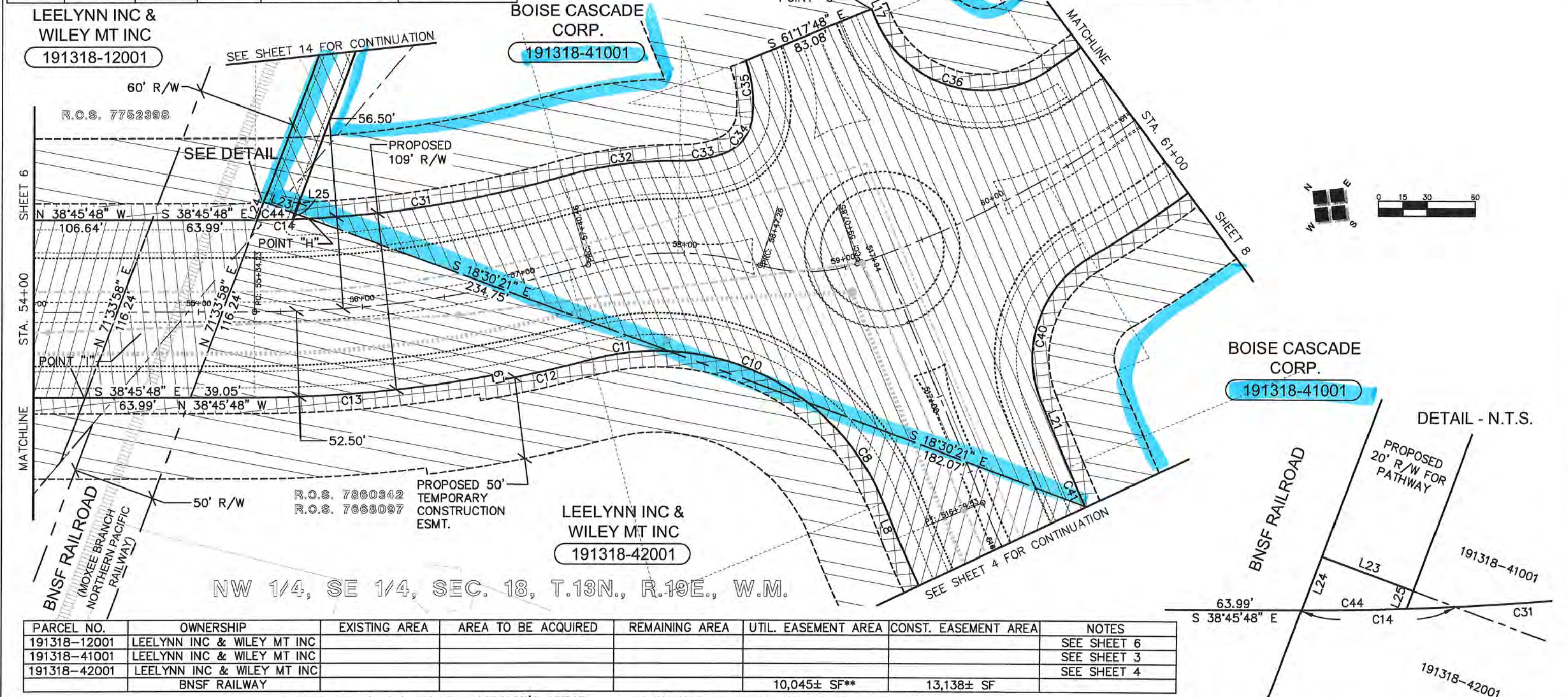
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UPDATED R/W PER LOCHNER LAYOUT	11-3-16		
FINAL UPDATES (PH1/PH2)	11-14-16	FILE NAMES:	
		DRAWING: SheetsROW.dwg	
		PLAN: 11062.dwg	
		DESIGNED BY: TDF	
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REVISION	DATE		

CITY OF YAKIMA
BRAVO COMPANY BOULEVARD
RIGHT OF WAY PLANS

CURVE	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C8	29°30'37"	151.50	78.03	N 13°46'46" E	77.17
C10	35°03'38"	151.50	92.71	N 18°30'21" W	91.27
C11	17°52'12"	151.50	47.25	N 44°58'17" W	47.06
C12	4°30'32"	790.00	62.17	S 51°39'07" E	62.15
C13	10°38'03"	786.00	145.88	S 44°04'49" E	145.67
C14	2°40'29"	677.00	31.60	S 40°12'48" E	31.60
C31	13°19'16"	677.00	157.40	S 48°12'41" E	157.05
C32	16°50'51"	245.50	72.19	N 46°26'53" W	71.93

CURVE	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C33	20°46'14"	76.50	27.73	S 48°24'35" E	27.58
C34	63°34'23"	26.50	29.40	N 89°25'06" E	27.92
C35	26°30'03"	76.50	35.38	N 44°22'53" E	35.07
C36	101°29'30"	71.50	126.65	S 22°12'40" E	110.73
C40	82°09'17"	71.50	102.52	S 69°36'43" W	93.96
C41	2°35'55"	575.50	26.10	S 27°14'07" W	26.10
C44	1°49'03"	677.00	21.47	S 39°47'05" E	21.47

LINE	BEARING	LENGTH
L8	N 28°32'05" E	23.36
L9	S 40°36'09" W	4.00
L17	N 28°32'05" E	6.29
L21	N 28°32'05" E	43.40
L23	N 18°30'21" W	20.00
L24	S 71°33'58" W	11.69
L25	N 71°33'58" E	3.90



PARCEL NO.	OWNERSHIP	EXISTING AREA	AREA TO BE ACQUIRED	REMAINING AREA	UTIL. EASEMENT AREA	CONST. EASEMENT AREA	NOTES
191318-12001	LEELYNN INC & WILEY MT INC						SEE SHEET 6
191318-41001	LEELYNN INC & WILEY MT INC						SEE SHEET 3
191318-42001	LEELYNN INC & WILEY MT INC						SEE SHEET 4
	BNSF RAILWAY				10,045± SF**	13,138± SF	

* AREA PER YAKIMA COUNTY ASSESSOR'S OFFICE

** INCLUDES ROADWAY AND UTILITY EASEMENT

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UPDATED R/W PER LOCHNER LAYOUT	11-3-16	FILE NAMES:	SheetsROW.dwg		
FINAL UPDATES (PH1/PH2)	11-14-16	PLAN:	11062.dwg		
		DESIGNED BY:	TDF		
REVISION	DATE	ENTERED BY:	AJH		

CITY OF YAKIMA
BRAVO COMPANY BOULEVARD
RIGHT OF WAY PLANS

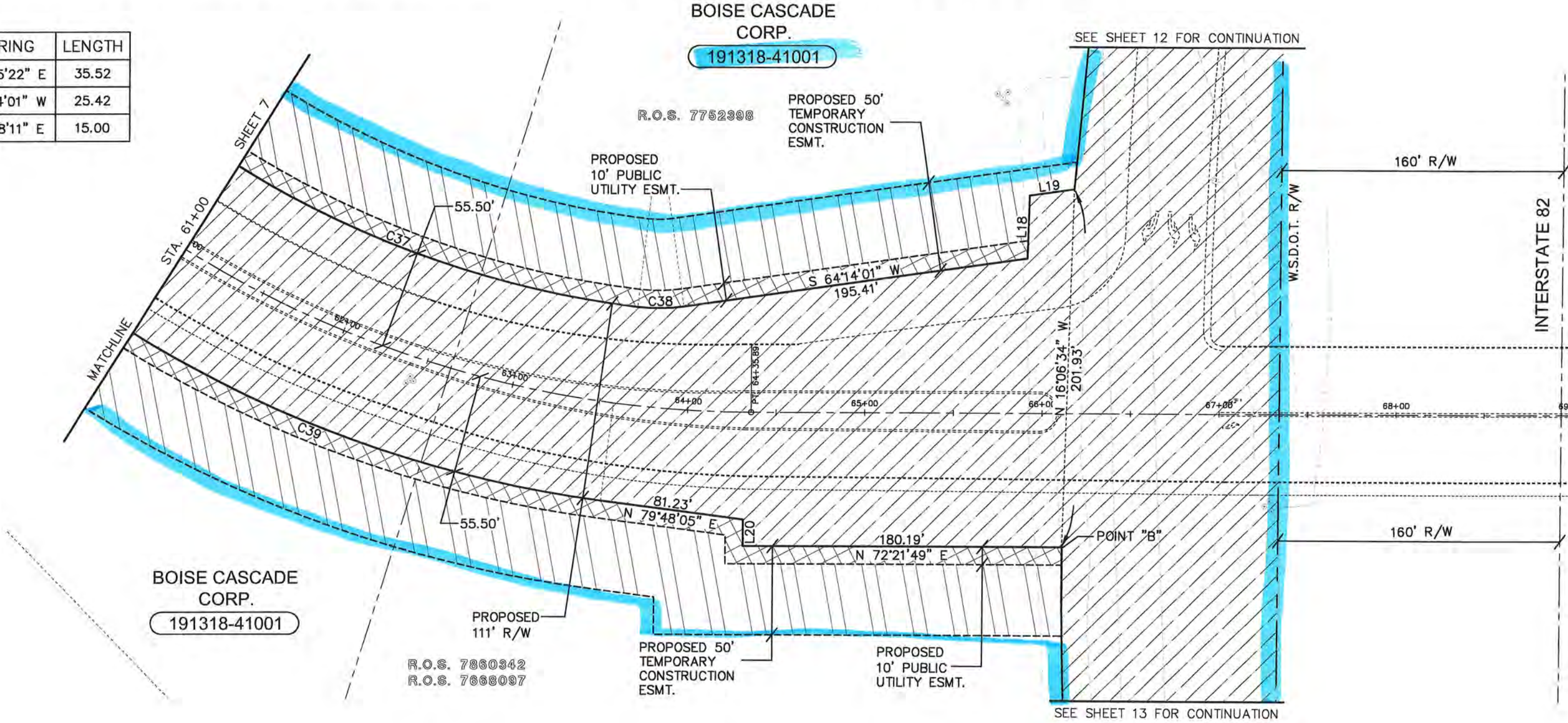
SHEET
7
OF
14

CURVE	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C37	27°53'23"	544.50	265.05	S 86°54'07" E	262.44
C38	14°55'11"	100.00	26.04	N 71°41'36" E	25.97
C39	30°53'17"	655.50	353.38	S 84°45'17" E	349.12

SE 1/4, SEC. 18, T.13N., R.19E., W.M.

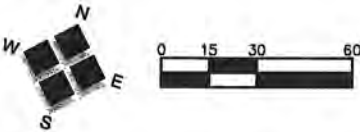
BOISE CASCADE
CORP.
191318-41001

LINE	BEARING	LENGTH
L18	S 15°55'22" E	35.52
L19	S 64°14'01" W	25.42
L20	S 17°38'11" E	15.00



PARCEL NO.	OWNERSHIP	EXISTING AREA	AREA TO BE ACQUIRED	REMAINING AREA	UTIL. EASEMENT AREA	CONST. EASEMENT AREA	NOTES
191318-41001	LEELYNN INC & WILEY MT INC						SEE SHEET 3

* AREA PER YAKIMA COUNTY ASSESSOR'S OFFICE



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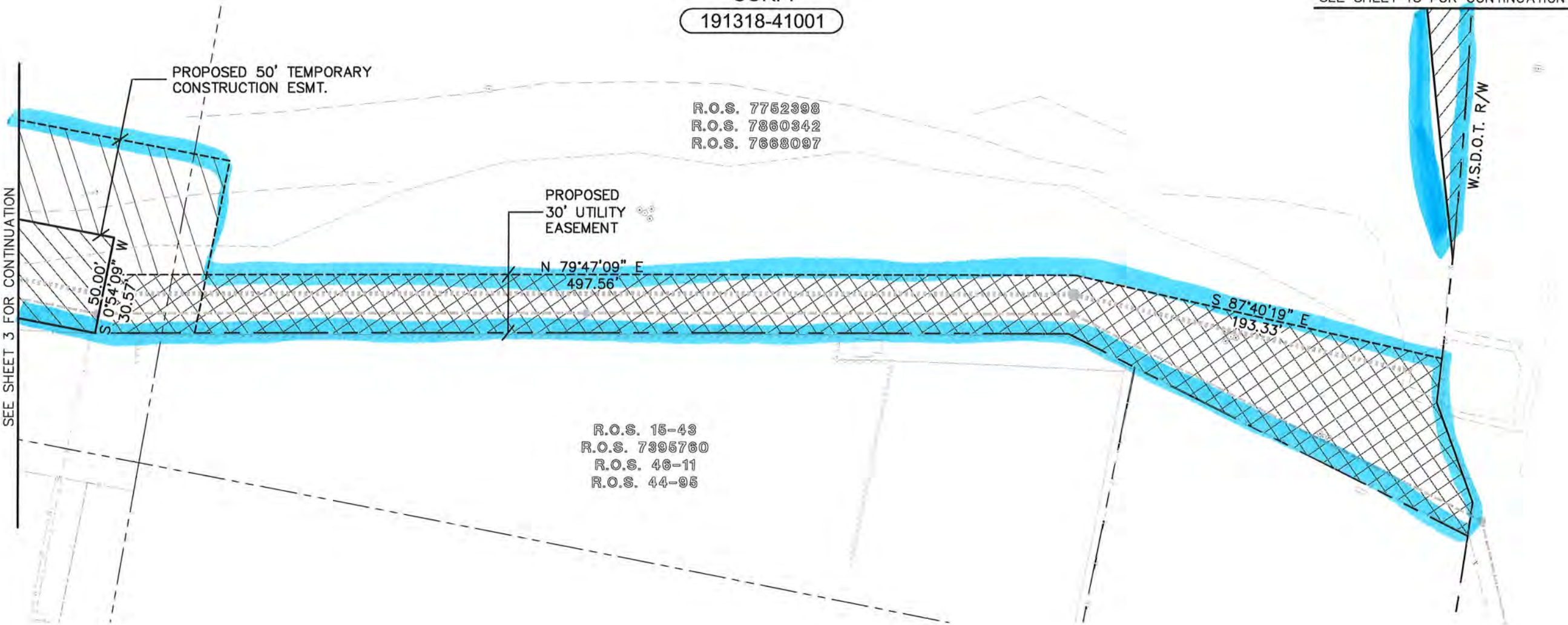
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CITY OF YAKIMA
BRAVO COMPANY BOULEVARD
RIGHT OF WAY PLANS

SE 1/4, SEC. 18, T.13N., R.19E., W.M.

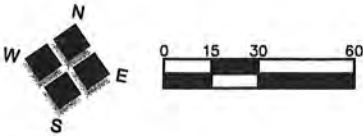
BOISE CASCADE
CORP.
191318-41001

SEE SHEET 13 FOR CONTINUATION



PARCEL NO.	OWNERSHIP	EXISTING AREA	AREA TO BE ACQUIRED	REMAINING AREA	UTIL. EASEMENT AREA	CONST. EASEMENT AREA	NOTES
191318-41001	BOISE CASCADE CORP.						SEE SHEET 3

* AREA PER YAKIMA COUNTY ASSESSOR'S OFFICE

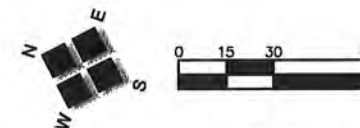


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CITY OF YAKIMA
BRAVO COMPANY BOULEVARD
RIGHT OF WAY PLANS

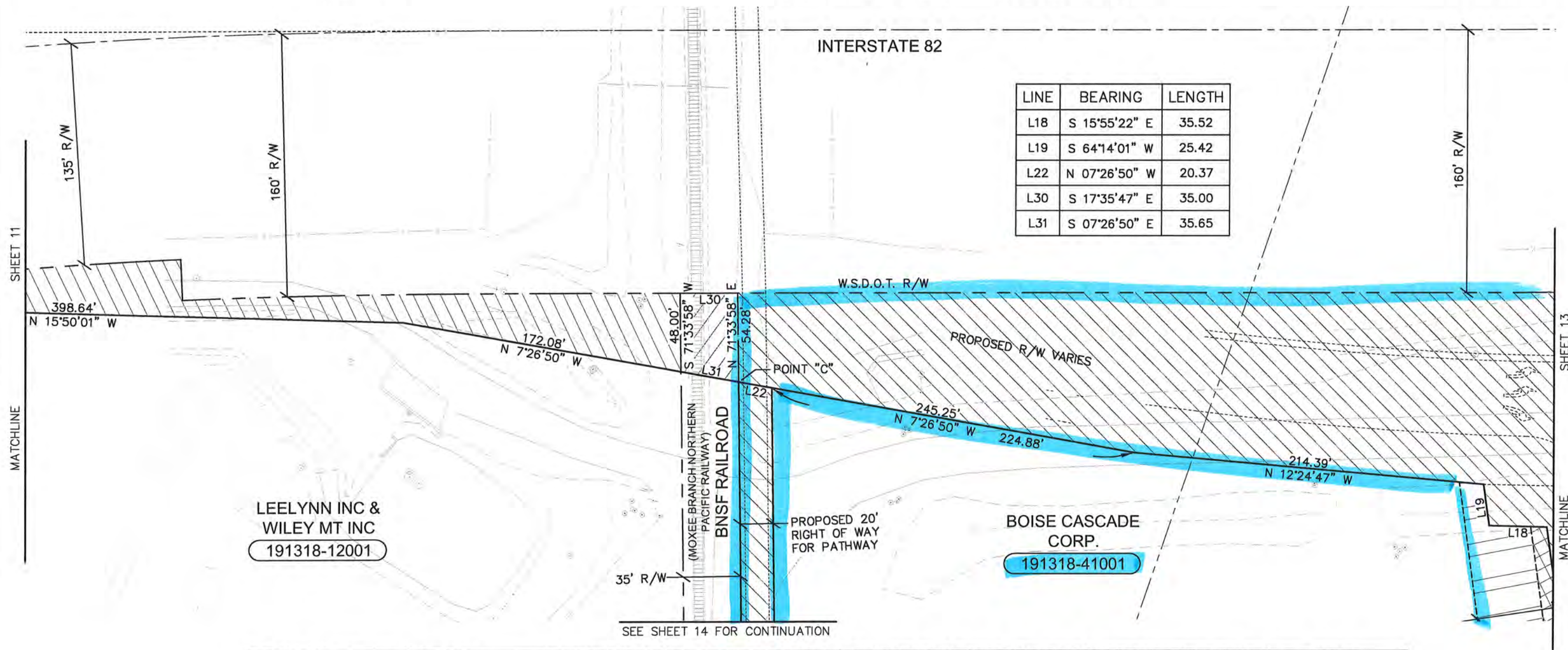
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OF
14



NE 1/4

SEC. 18, T.13N., R.19E., W.M.

SE 1/4



LINE	BEARING	LENGTH
L18	S 15°55'22" E	35.52
L19	S 64°14'01" W	25.42
L22	N 07°26'50" W	20.37
L30	S 17°35'47" E	35.00
L31	S 07°26'50" E	35.65

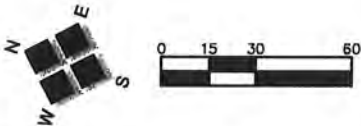
LEELYN INC &
WILEY MT INC
191318-12001

BOISE CASCADE
CORP.
191318-41001

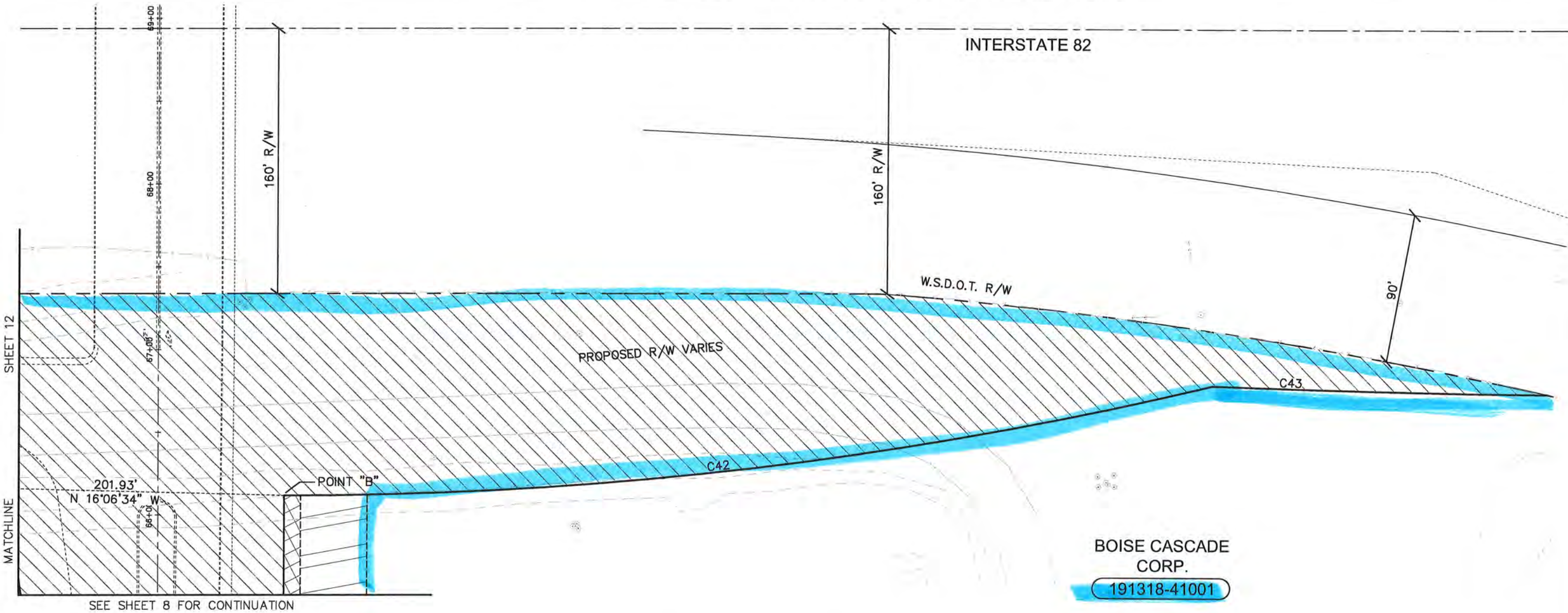
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191318-12001	LEELYN INC & WILEY MT INC						SEE SHEET 6
191318-41001	BOISE CASCADE CORP.						SEE SHEET 3
	BNSF RAILWAY						SEE SHEET 7

* AREA PER YAKIMA COUNTY ASSESSOR'S OFFICE

CURVE	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C42	13°51'06"	2340.13	565.74	S 24°24'58" E	564.36
C43	1°32'56"	7536.52	203.74	S 16°19'05" E	203.74



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PARCEL NO.	OWNERSHIP	EXISTING AREA	AREA TO BE ACQUIRED	REMAINING AREA	UTIL. EASEMENT AREA	CONST. EASEMENT AREA	NOTES
191318-41001	BOISE CASCADE CORP.						SEE SHEET 3

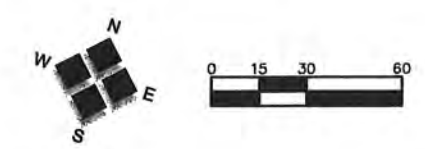
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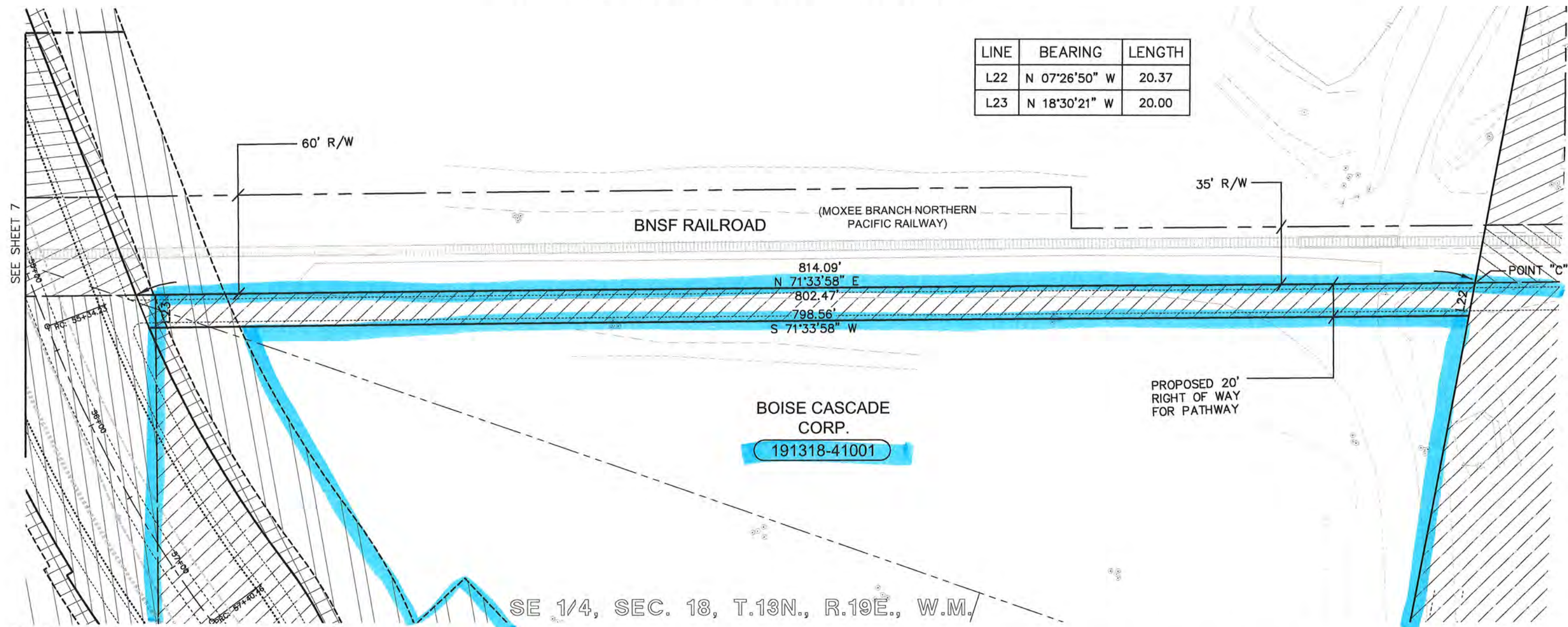
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CITY OF YAKIMA
BRAVO COMPANY BOULEVARD
RIGHT OF WAY PLANS



NE 1/4, SEC. 18, T.13N., R.19E., W.M.

LINE	BEARING	LENGTH
L22	N 07°26'50" W	20.37
L23	N 18°30'21" W	20.00



LEELYNN INC &
WILEY MT INC
191318-42001

PARCEL NO.	OWNERSHIP	EXISTING AREA	AREA TO BE ACQUIRED	REMAINING AREA	UTIL. EASEMENT AREA	CONST. EASEMENT AREA	NOTES
191318-41001	BOISE CASCADE CORP.						SEE SHEET 3
	BNSF RAILWAY						SEE SHEET 7
191318-42001	LEELYNN INC & WILEY MT INC						

* AREA PER YAKIMA COUNTY ASSESSOR'S OFFICE

City of Yakima
Bravo Company Blvd. – Right of Way
HLA Project 11062
November 9, 2016

Parcel no. 191318-41001

That part of the hereinafter described Parcel "A", described as follows:

Commencing at the intersection of the centerline of "D" Street and the East line of Block 186, THE COLLEGE ADDITION TO NORTH YAKIMA, according to the official plat thereof recorded in Volume "A" of Plats, Page 43, records of Yakima County, Washington;

Thence South $18^{\circ}30'21''$ East along said East line of Block 186 a distance of 40.00 feet;

Thence North $71^{\circ}29'16''$ East 9.91 feet;

Thence North $18^{\circ}29'16''$ West 27.00 feet;

Thence North $82^{\circ}26'11''$ East 100.15 feet;

Thence South $89^{\circ}56'08''$ East 135.26 feet;

Thence North $23^{\circ}58'36''$ West 123.98 feet;

Thence North $23^{\circ}00'33''$ West 61.61 feet to the South line of said Parcel "A";

Thence North $89^{\circ}05'51''$ West along said South line 61.80 feet to the Point of Beginning;

Thence North $23^{\circ}00'33''$ West 152.29 feet to the Point of Curvature of a curve concave to the Southwest and having a radius of 91.50 feet;

Thence Northwesterly along said curve consuming a central angle of $79^{\circ}32'41''$ an arc length of 127.03 feet;

Thence South $77^{\circ}26'46''$ West 6.61 feet;

Thence North $12^{\circ}33'14''$ West 87.00 feet;

Thence North $77^{\circ}26'46''$ East 19.32 feet to the Point of Curvature of a curve concave to the Northwest and having a radius of 51.50 feet;

Thence Northeasterly along said curve consuming a central angle of $90^{\circ}25'38''$ an arc length of 81.28 feet to the beginning a reverse curve concave to the East and having a radius of 688.50 feet;

Thence Northerly along said curve consuming a central angle of $18^{\circ}16'57''$ an arc length of 219.69 feet to the following described Line "A";

Thence North $71^{\circ}29'39''$ East along said line 125.97 feet to a point on a curve concave to the East, said point hereinafter referred to as point "A", center of said curve bearing South $79^{\circ}37'47''$ East 575.50 feet;

Thence Southerly along said curve consuming a central angle of $19^{\circ}56'29''$ an arc length of 200.30 feet to the beginning of a reverse curve concave to the Northeast and having a radius of 106.50 feet;

Thence Southeasterly along said curve consuming a central angle of $82^{\circ}57'38''$ an arc length of 154.20 feet;

Thence North $87^{\circ}28'06''$ East 4.23 feet;

Thence South $2^{\circ}31'54''$ East 87.00 feet;

Thence South $87^{\circ}28'06''$ West 24.31 feet to the point of curvature of a curve concave to the Southeast and having a radius of 26.50 feet;

Thence Southwesterly along said curve consuming a central angle of $110^{\circ}28'40''$ an arc length of 51.10 feet;
Thence South $23^{\circ}00'33''$ East 152.64 feet to a point that is 50.00 feet North of the South line of said Parcel "A" as measured perpendicular to the South line thereof;
Thence South $89^{\circ}05'51''$ East parallel with said South line 256.82 feet;
Thence South $0^{\circ}54'09''$ West 50.00 feet to the South line of said Parcel "A";
Thence North $89^{\circ}05'51''$ West along said South line 358.26 feet to the Point of Beginning.

Line "A"

Commencing at the intersection of the Southerly right of way line of the Moxee Branch of the Northern Pacific Railway Company and the Easterly right of way line of the alley on the Northeasterly side of Block 164, said COLLEGE ADDITION TO NORTH YAKIMA;

Thence South $18^{\circ}30'21''$ East along said alley right of way line 654.40 feet to the Point of Beginning of said line;

Thence North $71^{\circ}29'39''$ East 800.00 feet to the terminus of said line.

AND TOGETHER with that part of the hereinafter described Parcel "A", described as follows:

Commencing at the aforementioned Point "A", said point being on a curve concave to the East, the center of said curve bearing South $79^{\circ}37'47''$ East 575.50 feet;
Thence Northeasterly along said curve consuming a central angle of $15^{\circ}33'57''$ an arc length of 156.35 feet to the Point of Beginning;
Thence continuing along said curve consuming a central angle of $2^{\circ}35'55''$ an arc length of 26.10 feet;
Thence North $28^{\circ}32'05''$ East 43.40 feet to the point of curvature of a curve concave to the Southeast and having a radius of 71.50 feet;
Thence Northeasterly along said curve consuming a central angle of $82^{\circ}09'17''$ an arc length of 102.52 feet to the beginning of a reverse curve concave to the North an having a radius of 655.50 feet;
Thence Southeasterly along said curve consuming a central angle of $30^{\circ}53'17''$ an arc length of 353.38 feet;
Thence North $79^{\circ}48'05''$ East 81.23 feet;
Thence South $17^{\circ}38'11''$ East 15.00 feet;
Thence North $72^{\circ}21'49''$ East 180.19 feet to a point hereinafter referred to as Point "B";
Thence North $16^{\circ}06'34''$ West 201.93 feet;
Thence South $64^{\circ}14'01''$ West 25.42 feet;
Thence South $15^{\circ}55'22''$ East 35.52 feet;
Thence South $64^{\circ}14'01''$ West 195.41 feet to the point of curvature of a curve concave to the Northwest, said curve having a radius of 100.00 feet;
Thence Southwesterly along said curve consuming a central angle of $14^{\circ}55'11''$ an arc length of 26.04 feet to the beginning of a compound curve concave to the North, said curve having a radius of 544.50 feet;

Thence Westerly along said curve consuming a central angle of $27^{\circ}53'23''$ an arc length of 265.05 feet to the beginning of a compound curve concave to the Northeast, said curve having a radius of 71.50 feet;

Thence Northwesterly along said curve consuming a central angle of $101^{\circ}29'30''$ an arc length of 126.65 feet;

Thence North $28^{\circ}32'05''$ East 6.29 feet;

Thence North $61^{\circ}17'48''$ West 83.08 feet to the point on a curve concave to the Northwest, center of said curve bearing North $58^{\circ}52'08''$ West 76.50;

Thence Southwesterly along said curve consuming a central angle of $26^{\circ}30'03''$ an arc length of 35.38 feet to the beginning of a compound curve concave to the North, said curve having a radius of 26.50 feet;

Thence Westerly along said curve consuming a central angle of $63^{\circ}34'23''$ an arc length 29.40 feet to the beginning of a compound curve concave to the Northeast, said curve having a radius of 76.50 feet;

Thence Northwesterly along said curve consuming a central angle of $20^{\circ}46'14''$ an arc length of 27.73 feet to the beginning of a reverse curve concave to the Southwest, said curve having a radius of 245.50 feet;

Thence Northwesterly along said curve consuming a central angle of $16^{\circ}50'51''$ an arc length of 72.19 feet to the beginning of a reverse curve concave to the Northeast, said curve having a radius of 677.00 feet;

Thence Northwesterly along said curve consuming a central angle of $13^{\circ}19'16''$ an arc length of 157.40 feet to the Westerly line of Parcel "A";

Thence South $18^{\circ}30'21''$ East 234.75 feet to a point on a curve concave to the West, the center of said curve bearing South $53^{\circ}57'50''$ West 151.50 feet;

Thence Southeasterly along said curve consuming a central angle of $35^{\circ}03'38''$ an arc length of 92.71 feet to the West line of said Parcel "A";

Thence South $18^{\circ}30'21''$ East 182.07 feet to the Point of Beginning;

AND TOGETHER with that part of the hereinafter described Parcel "A", described as follows:

Commencing at the aforementioned Point "B", said point being on a curve concave to the Northeast, the center of said curve bearing North $72^{\circ}30'35''$ East 2340.13 feet;

Thence Southeasterly along said curve consuming a central angle of $13^{\circ}51'06''$ an arc length of 565.74 feet to a point on a curve that is not tangent and concave to the Northeast, center of said curve bearing North $74^{\circ}27'23''$ East 7536.52 feet;

Thence Southeasterly along said curve consuming a central angle of $1^{\circ}32'56''$ an arc length of 203.74 feet to the Westerly right of way line of Interstate 82 and the Point of Beginning;

Thence Northwesterly along the previously described curve consuming a central angle of $1^{\circ}32'56''$ an arc length of 203.74 feet to a curve concave to the Northeast, the center of said curve bearing North $58^{\circ}39'29''$ East 2340.13 feet;

Thence Northwesterly along said curve consuming a central angle of $13^{\circ}51'06''$ an arc length of 565.74 feet to the aforementioned Point "B";

Thence North $16^{\circ}06'34''$ West 201.93 feet;

Thence North $12^{\circ}24'47''$ West 214.39 feet;

Thence North 7°26'50" West 245.25 feet to a point on the Southerly right of way line of the Moxee Branch of the Northern Pacific Railway Company, said point hereinafter referred to as Point "C";
Thence North 71°33'58" East along said right of way line 54.28 feet to the Westerly right of way line of Interstate 82;
Thence Southeasterly along said right of way line to the Point of Beginning.

AND TOGETHER with that part of the hereinafter described Parcel "A", described as follows:

Beginning at the aforementioned Point "C";
Thence South 7°26'50" East 20.37 feet;
Thence South 71°33'58" West parallel with the South right of way line of the Moxee Branch of the Northern Pacific Railway Company 798.56 feet to the Westerly line of said Parcel "A";
Thence North 18°30'21" West along said Westerly line 20.00 feet to the Southerly right of way line of said Railroad;
Thence North 71°33'58" East along said right of way line 802.47 feet to the Point of Beginning;

Situate in Yakima County, Washington.

Parcel "A"

That part of the Northeast 1/4 of Section 18, Township 13, Range 19, E.W.M., lying Southerly of the Southerly right of way line of the Northern Pacific Railway Company's railroad and Westerly of the Westerly right of way line of State Route 82.

AND

That portion of the North 1/2 of the Southeast 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 18, Township 13 North, Range 19, E.W.M., lying Westerly of State Road 82, described as follows:

Commencing at a point 2286 feet West of the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of said Section 18;

thence East 2286 feet to the Southeast corner of said Northeast 1/4 of the Southeast 1/4;
thence North 80 rods to the Northeast corner of the Northeast 1/4 of the Southeast 1/4;
thence West 2703 feet to a point 63 feet West of the Northwest corner of said Southeast 1/4;
thence South 15°30' East 1390 feet to the point of beginning;

EXCEPT right of way for railroad as conveyed by deed recorded under Auditor's File No. 850764;

AND EXCEPT beginning at a point on the North boundary of the Southeast 1/4 of the Southeast 1/4 of said Section 18, a distance of 490 feet West of the East boundary of said Section 18;

Thence along the North boundary of the Southeast 1/4 of the Southeast 1/4 in a generally Westerly direction, more accurately described as North 86°51' West 1331.0 feet;

thence North 16°50' West, 65.0 feet;

thence in a generally Easterly direction parallel to the North boundary of the Southeast 1/4 of the Southeast 1/4, more accurately described as South 86°51' East 460.0 feet;

thence North 82°2' East 500.0 feet;

thence South 71°24' East 253.4 feet;

thence South 56°53' East 182.0 feet to the point of beginning;

AND EXCEPT that portion conveyed to the State of Washington for highway purposes by deeds recorded under Auditor's File Nos. 1757605 and 3162797;

AND EXCEPT all that part of the Northwest 1/4 of the Southeast 1/4 of said Section 18, described as follows:

Beginning at the intersection of the Southerly right of way line of the Moxee Branch of the Northern Pacific Railway Company and the Easterly right of way line of the alley on the Northeasterly side Block 164, COLLEGE ADDITION TO NORTH YAKIMA, W.T. (NOW YAKIMA, WASHINGTON), as recorded in Volume A of Plats, Page 22;

thence South 18°27' East along said alley right of way line 653.40 feet;

thence North 71°33' East 800 feet;

thence North 18°27' West 653.40 feet to the southerly right of way line of said railway;

thence South 71°33' West along said railway right of way line 800 feet to the point of beginning,

AND EXCEPT That portion of the Northwest 1/4 of the Southeast 1/4 of Section 18, Township 13 North, Range 19, E.W.M., described as follows:

Beginning at the intersection of the center line of North 9th Street and the South line of the Northwest 1/4 of the Southeast 1/4;

thence West 201.6 feet;

thence North 15°30' West 17 feet

thence Easterly 200 feet;

thence Southeasterly 33 feet to the point of beginning.

City of Yakima
Bravo Company Blvd. – Right of Way
HLA Project 11062
November 11, 2016

Parcel no. 191318-41001 – (10' Public Utility Easement)

That part of the hereinafter described Parcel "A", being a strip of land 10.00 feet in width the Easterly and Northerly line described as follows:

Commencing at the intersection of the centerline of "D" Street and the East line of Block 186, THE COLLEGE ADDITION TO NORTH YAKIMA, according to the official plat thereof recorded in Volume "A" of Plats, Page 43, records of Yakima County, Washington;

Thence South $18^{\circ}30'21''$ East along said East line of Block 186 a distance of 40.00 feet;
Thence North $71^{\circ}29'16''$ East 9.91 feet;
Thence North $18^{\circ}29'16''$ West 27.00 feet;
Thence North $82^{\circ}26'11''$ East 100.15 feet;
Thence South $89^{\circ}56'08''$ East 135.26 feet;
Thence North $23^{\circ}58'36''$ West 123.98 feet;
Thence North $23^{\circ}00'33''$ West 61.61 feet to the South line of said Parcel "A";
Thence North $89^{\circ}05'51''$ West along said South line 61.80 feet to the Point of Beginning of said line;
Thence North $23^{\circ}00'33''$ West 152.29 feet to the Point of Curvature of a curve concave to the Southwest and having a radius of 91.50 feet;
Thence Northwesterly along said curve consuming a central angle of $79^{\circ}32'41''$ an arc length of 127.03 feet;
Thence South $77^{\circ}26'46''$ West 6.61 feet to a point hereinafter referred to as Point "D" and terminus of said line;

AND TOGETHER with that part of the hereinafter described Parcel "A", being a strip of land 10.00 feet in width the Southerly and Easterly line described as follows:

Commencing at the aforementioned Point "D";
Thence North $12^{\circ}33'14''$ West 87.00 feet to the Point of Beginning of said line;
Thence North $77^{\circ}26'46''$ East 19.32 feet to the Point of Curvature of a curve concave to the Northwest and having a radius of 51.50 feet;
Thence Northeasterly along said curve consuming a central angle of $90^{\circ}25'38''$ an arc length of 81.28 feet to the beginning a reverse curve concave to the East and having a radius of 688.50 feet;
Thence Northerly along said curve consuming a central angle of $18^{\circ}16'57''$ an arc length of 219.69 feet to a point on the following described Line "A", said point hereinafter referred to as Point "E" and terminus of said line;

AND TOGETHER with that part of the hereinafter described Parcel "A", being a strip of land 10.00 feet in width the Westerly and Southerly line described as follows:

Commencing at the aforementioned Point "E";

Thence North $71^{\circ}29'39''$ East along the following described Line "A" 125.97 feet to a point on a curve concave to the East, said point being the Point of Beginning of said line, center of said curve bearing South $79^{\circ}37'47''$ East 575.50 feet;

Thence Southerly along said curve consuming a central angle of $19^{\circ}56'29''$ an arc length of 200.30 feet to the beginning of a reverse curve concave to the Northeast and having a radius of 106.50 feet;

Thence Southeasterly along said curve consuming a central angle of $82^{\circ}57'38''$ an arc length of 154.20 feet;

Thence North $87^{\circ}28'06''$ East 4.23 feet to a point hereinafter referred to as Point "F" and terminus of said line;

Line "A"

Commencing at the intersection of the Southerly right of way line of the Moxee Branch of the Northern Pacific Railway Company and the Easterly right of way line of the alley on the Northeasterly side of Block 164, said COLLEGE ADDITION TO NORTH YAKIMA;

Thence South $18^{\circ}30'21''$ East along said alley right of way line 654.40 feet to the Point of Beginning of said line;

Thence North $71^{\circ}29'39''$ East 800.00 feet to the terminus of said line.

AND TOGETHER with that part of the hereinafter described Parcel "A", being a strip of land 10.00 feet in width the Northerly and Westerly line described as follows:

Commencing at the aforementioned Point "F";

Thence South $2^{\circ}31'54''$ East 87.00 feet to the Point of Beginning of said line;

Thence South $87^{\circ}28'06''$ West 24.31 feet to the point of curvature of a curve concave to the Southeast and having a radius of 26.50 feet;

Thence Southwesterly along said curve consuming a central angle of $110^{\circ}28'40''$ an arc length of 51.10 feet;

Thence South $23^{\circ}00'33''$ East 152.64 feet to a point that is 50.00 feet North of the South line of said Parcel "A" as measured perpendicular to the South line thereof, and being the terminus of said line;

AND TOGETHER with that part of the hereinafter described Parcel "A", being a strip of land 10.00 feet in width the Westerly and Northerly line described as follows:

Commencing at the aforementioned Point "E";

Thence North $71^{\circ}29'39''$ East along the following described Line "A" 125.97 feet to a point on a curve concave to the East, said point being the Point of Beginning of said line, center of said curve bearing South $79^{\circ}37'47''$ East 575.50 feet;

Thence Northeasterly along said curve consuming a central angle of $15^{\circ}33'57''$ an arc length of 156.35 feet to the Point of Beginning of said line;

Thence continuing along said curve consuming a central angle of $2^{\circ}35'55''$ an arc length of 26.10 feet;

Thence North $28^{\circ}32'05''$ East 43.40 feet to the point of curvature of a curve concave to the Southeast and having a radius of 71.50 feet;
Thence Northeasterly along said curve consuming a central angle of $82^{\circ}09'17''$ an arc length of 102.52 feet to the beginning of a reverse curve concave to the North and having a radius of 655.50 feet;
Thence Southeasterly along said curve consuming a central angle of $30^{\circ}53'17''$ an arc length of 353.38 feet;
Thence North $79^{\circ}48'05''$ East 81.23 feet;
Thence South $17^{\circ}38'11''$ East 15.00 feet;
Thence North $72^{\circ}21'49''$ East 180.19 feet to a point hereinafter referred to as Point "B" and terminus of said line;

Line "A"

Commencing at the intersection of the Southerly right of way line of the Moxee Branch of the Northern Pacific Railway Company and the Easterly right of way line of the alley on the Northeasterly side of Block 164, said COLLEGE ADDITION TO NORTH YAKIMA;

Thence South $18^{\circ}30'21''$ East along said alley right of way line 654.40 feet to the Point of Beginning of said line;
Thence North $71^{\circ}29'39''$ East 800.00 feet to the terminus of said line.

AND TOGETHER with that part of the hereinafter described Parcel "A", being a strip of land 10.00 feet in width the Southerly and Westerly line described as follows:

Commencing at the aforementioned Point "B";
Thence North $16^{\circ}06'34''$ West 201.93 feet;
Thence South $64^{\circ}14'01''$ West 25.42 feet;
Thence South $15^{\circ}55'22''$ East 35.52 feet to the Point of Beginning of said line;
Thence South $64^{\circ}14'01''$ West 195.41 feet to the point of curvature of a curve concave to the Northwest, said curve having a radius of 100.00 feet;
Thence Southwesterly along said curve consuming a central angle of $14^{\circ}55'11''$ an arc length of 26.04 feet to the beginning of a compound curve concave to the North, said curve having a radius of 544.50 feet;
Thence Westerly along said curve consuming a central angle of $27^{\circ}53'23''$ an arc length of 265.05 feet to the beginning of a compound curve concave to the Northeast, said curve having a radius of 71.50 feet;
Thence Northwesterly along said curve consuming a central angle of $101^{\circ}29'30''$ an arc length of 126.65 feet;
Thence North $28^{\circ}32'05''$ East 6.29 feet to a point hereinafter referred to as Point "G" and terminus of said line;

AND TOGETHER with that part of the hereinafter described Parcel "A", being a strip of land 10.00 feet in width the Easterly and Southerly line described as follows:

Commencing at the aforementioned Point "G";

Thence North $61^{\circ}17'48''$ West 83.08 feet to the point on a curve concave to the Northwest, said point being the Point of Beginning of said line, center of said curve bearing North $58^{\circ}52'08''$ West 76.50;
Thence Southwesterly along said curve consuming a central angle of $26^{\circ}30'03''$ an arc length of 35.38 feet to the beginning of a compound curve concave to the North, said curve having a radius of 26.50 feet;
Thence Westerly along said curve consuming a central angle of $63^{\circ}34'23''$ an arc length 29.40 feet to the beginning of a compound curve concave to the Northeast, said curve having a radius of 76.50 feet;
Thence Northwesterly along said curve consuming a central angle of $20^{\circ}46'14''$ an arc length of 27.73 feet to the beginning of a reverse curve concave to the Southwest, said curve having a radius of 245.50 feet;
Thence Northwesterly along said curve consuming a central angle of $16^{\circ}50'51''$ an arc length of 72.19 feet to the beginning of a reverse curve concave to the Northeast, said curve having a radius of 677.00 feet;
Thence Northwesterly along said curve consuming a central angle of $13^{\circ}19'16''$ an arc length of 157.40 feet to a point on the Westerly line of Parcel "A" hereinafter referred to as Point "H" and terminus of said line;

AND TOGETHER with that part of the hereinafter described Parcel "A", described as follows:

Commencing at the aforementioned Point "H";
Thence South $18^{\circ}30'21''$ East 234.75 feet to a point on a curve concave to the West, said point being the Point of Beginning, the center of said curve bearing South $53^{\circ}57'50''$ West 151.50 feet;
Thence Southeasterly along said curve consuming a central angle of $35^{\circ}03'38''$ an arc length of 92.71 feet to the West line of said Parcel "A";
Thence North $18^{\circ}30'21''$ West along said West line to the Point of Beginning.

AND TOGETHER with that part of the hereinafter described Parcel "A", described as follows:

Commencing at the intersection of the centerline of "D" Street and the East line of Block 186, THE COLLEGE ADDITION TO NORTH YAKIMA, according to the official plat thereof recorded in Volume "A" of Plats, Page 43, records of Yakima County, Washington;
Thence South $18^{\circ}30'21''$ East along said East line of Block 186 a distance of 40.00 feet;
Thence North $71^{\circ}29'16''$ East 9.91 feet;
Thence North $18^{\circ}29'16''$ West 27.00 feet;
Thence North $82^{\circ}26'11''$ East 100.15 feet;
Thence South $89^{\circ}56'08''$ East 135.26 feet;
Thence North $23^{\circ}58'36''$ West 123.98 feet;
Thence North $23^{\circ}00'33''$ West 61.61 feet to the South line of said Parcel "A";
Thence South $89^{\circ}05'51''$ East along said South line 296.46 feet to the Point of Beginning;

Thence North $0^{\circ}54'09''$ East 30.57 feet to a point that is 30.00 feet North of the South line of said Parcel "A" as measured perpendicular thereto;
Thence North $79^{\circ}47'09''$ East parallel with said South line 497.56 feet;
Thence South $87^{\circ}40'19''$ East 193.33 feet to the Westerly right of way line of Interstate 82;
Thence Southeasterly along said right of way line to the South line of said Parcel "A";
Thence Westerly along said South line to the Point of Beginning;

Parcel "A"

That part of the Northeast 1/4 of Section 18, Township 13, Range 19, E.W.M., lying Southerly of the Southerly right of way line of the Northern Pacific Railway Company's railroad and Westerly of the Westerly right of way line of State Route 82.

AND

That portion of the North 1/2 of the Southeast 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 18, Township 13 North, Range 19, E.W.M., lying Westerly of State Road 82, described as follows:

Commencing at a point 2286 feet West of the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of said Section 18;

thence East 2286 feet to the Southeast corner of said Northeast 1/4 of the Southeast 1/4;
thence North 80 rods to the Northeast corner of the Northeast 1/4 of the Southeast 1/4;
thence West 2703 feet to a point 63 feet West of the Northwest corner of said Southeast 1/4;
thence South $15^{\circ}30'$ East 1390 feet to the point of beginning;

EXCEPT right of way for railroad as conveyed by deed recorded under Auditor's File No. 850764;

AND EXCEPT beginning at a point on the North boundary of the Southeast 1/4 of the Southeast 1/4 of said Section 18, a distance of 490 feet West of the East boundary of said Section 18;

Thence along the North boundary of the Southeast 1/4 of the Southeast 1/4 in a generally Westerly direction, more accurately described as North $86^{\circ}51'$ West 1331.0 feet;
thence North $16^{\circ}50'$ West, 65.0 feet;
thence in a generally Easterly direction parallel to the North boundary of the Southeast 1/4 of the Southeast 1/4, more accurately described as South $86^{\circ}51'$ East 460.0 feet;
thence North $82^{\circ}2'$ East 500.0 feet;
thence South $71^{\circ}24'$ East 253.4 feet;
thence South $56^{\circ}53'$ East 182.0 feet to the point of beginning;

AND EXCEPT that portion conveyed to the State of Washington for highway purposes by deeds recorded under Auditor's File Nos. 1757605 and 3162797;

AND EXCEPT all that part of the Northwest 1/4 of the Southeast 1/4 of said Section 18, described as follows:

Beginning at the intersection of the Southerly right of way line of the Moxee Branch of the Northern Pacific Railway Company and the Easterly right of way line of the alley on the Northeasterly side Block 164, COLLEGE ADDITION TO NORTH YAKIMA, W.T. (NOW YAKIMA, WASHINGTON), as recorded in Volume A of Plats, Page 22;
thence South $18^{\circ}27'$ East along said alley right of way line 653.40 feet;
thence North $71^{\circ}33'$ East 800 feet;
thence North $18^{\circ}27'$ West 653.40 feet to the southerly right of way line of said railway;
thence South $71^{\circ}33'$ West along said railway right of way line 800 feet to the point of beginning,

AND EXCEPT That portion of the Northwest 1/4 of the Southeast 1/4 of Section 18, Township 13 North, Range 19, E.W.M., described as follows:

Beginning at the intersection of the center line of North 9th Street and the South line of the Northwest 1/4 of the Southeast 1/4;
thence West 201.6 feet;
thence North $15^{\circ}30'$ West 17 feet
thence Easterly 200 feet;
thence Southeasterly 33 feet to the point of beginning.

City of Yakima
Bravo Company Blvd. – Right of Way
HLA Project 11062
November 11, 2016

Parcel no. 191318-41001 – (50' Temporary Construction Easement)

That part of the hereinafter described Parcel "A", being a strip of land 50.00 feet in width the Easterly and Northerly line described as follows:

Commencing at the intersection of the centerline of "D" Street and the East line of Block 186, THE COLLEGE ADDITION TO NORTH YAKIMA, according to the official plat thereof recorded in Volume "A" of Plats, Page 43, records of Yakima County, Washington;

Thence South $18^{\circ}30'21''$ East along said East line of Block 186 a distance of 40.00 feet;

Thence North $71^{\circ}29'16''$ East 9.91 feet;

Thence North $18^{\circ}29'16''$ West 27.00 feet;

Thence North $82^{\circ}26'11''$ East 100.15 feet;

Thence South $89^{\circ}56'08''$ East 135.26 feet;

Thence North $23^{\circ}58'36''$ West 123.98 feet;

Thence North $23^{\circ}00'33''$ West 61.61 feet to the South line of said Parcel "A";

Thence North $89^{\circ}05'51''$ West along said South line 61.80 feet to the Point of Beginning of said line;

Thence North $23^{\circ}00'33''$ West 152.29 feet to the Point of Curvature of a curve concave to the Southwest and having a radius of 91.50 feet;

Thence Northwesterly along said curve consuming a central angle of $79^{\circ}32'41''$ an arc length of 127.03 feet;

Thence South $77^{\circ}26'46''$ West 6.61 feet;

Thence North $12^{\circ}33'14''$ West 87.00;

Thence North $77^{\circ}26'46''$ East 19.32 feet to the Point of Curvature of a curve concave to the Northwest and having a radius of 51.50 feet;

Thence Northeasterly along said curve consuming a central angle of $90^{\circ}25'38''$ an arc length of 81.28 feet to the beginning a reverse curve concave to the East and having a radius of 688.50 feet;

Thence Northerly along said curve consuming a central angle of $18^{\circ}16'57''$ an arc length of 219.69 feet to a point on the following described Line "A", said point hereinafter referred to as Point "E" and terminus of said line;

AND TOGETHER with that part of the hereinafter described Parcel "A", being a strip of land 50.00 feet in width the Westerly and Southerly line described as follows:

Commencing at the aforementioned Point "E";

Thence North $71^{\circ}29'39''$ East along the following described Line "A" 125.97 feet to a point on a curve concave to the East, said point being the Point of Beginning of said line, center of said curve bearing South $79^{\circ}37'47''$ East 575.50 feet;

Thence Southerly along said curve consuming a central angle of $19^{\circ}56'29''$ an arc length of 200.30 feet to the beginning of a reverse curve concave to the Northeast and having a radius of 106.50 feet;
Thence Southeasterly along said curve consuming a central angle of $82^{\circ}57'38''$ an arc length of 154.20 feet;
Thence North $87^{\circ}28'06''$ East 4.23 feet;
Thence South $2^{\circ}31'51''$ East 87.00 feet;
Thence South $87^{\circ}28'06''$ West 24.31 feet to the point of curvature of a curve concave to the Southeast and having a radius of 26.50 feet;
Thence Southwesterly along said curve consuming a central angle of $110^{\circ}28'40''$ an arc length of 51.10 feet;
Thence South $23^{\circ}00'33''$ East 152.64 feet to a point that is 50.00 feet North of the South line of said Parcel "A" as measured perpendicular to the South line thereof;
Thence South $89^{\circ}05'51''$ East 256.82 feet;
Thence South $0^{\circ}54'09''$ West 50.00 feet to the South line of said Parcel "A" and terminus of said line;

Line "A"

Commencing at the intersection of the Southerly right of way line of the Moxee Branch of the Northern Pacific Railway Company and the Easterly right of way line of the alley on the Northeasterly side of Block 164, said COLLEGE ADDITION TO NORTH YAKIMA;

Thence South $18^{\circ}30'21''$ East along said alley right of way line 654.40 feet to the Point of Beginning of said line;

Thence North $71^{\circ}29'39''$ East 800.00 feet to the terminus of said line.

AND TOGETHER with that part of the hereinafter described Parcel "A", being a strip of land 50.00 feet in width the Westerly and Northerly line described as follows:

Commencing at the aforementioned Point "E";

Thence North $71^{\circ}29'39''$ East along the following described Line "A" 125.97 feet to a point on a curve concave to the East, said point being the Point of Beginning of said line, center of said curve bearing South $79^{\circ}37'47''$ East 575.50 feet;

Thence Northeasterly along said curve consuming a central angle of $15^{\circ}33'57''$ an arc length of 156.35 feet to the Point of Beginning of said line;

Thence continuing along said curve consuming a central angle of $2^{\circ}35'55''$ an arc length of 26.10 feet;

Thence North $28^{\circ}32'05''$ East 43.40 feet to the point of curvature of a curve concave to the Southeast and having a radius of 71.50 feet;

Thence Northeasterly along said curve consuming a central angle of $82^{\circ}09'17''$ an arc length of 102.52 feet to the beginning of a reverse curve concave to the North an having a radius of 655.50 feet;

Thence Southeasterly along said curve consuming a central angle of $30^{\circ}53'17''$ an arc length of 353.38 feet;

Thence North $79^{\circ}48'05''$ East 81.23 feet;

Thence South $17^{\circ}38'11''$ East 15.00 feet;
Thence North $72^{\circ}21'49''$ East 180.19 feet to a point hereinafter referred to as Point "B"
and terminus of said line;

Line "A"

Commencing at the intersection of the Southerly right of way line of the Moxee Branch of the Northern Pacific Railway Company and the Easterly right of way line of the alley on the Northeasterly side of Block 164, said COLLEGE ADDITION TO NORTH YAKIMA;

Thence South $18^{\circ}30'21''$ East along said alley right of way line 654.40 feet to the Point of Beginning of said line;

Thence North $71^{\circ}29'39''$ East 800.00 feet to the terminus of said line.

AND TOGETHER with that part of the hereinafter described Parcel "A", being a strip of land 50.00 feet in width the Southerly and Westerly line described as follows:

Commencing at the aforementioned Point "B";

Thence North $16^{\circ}06'34''$ West 201.93 feet;

Thence South $64^{\circ}14'01''$ West 25.42 feet;

Thence South $15^{\circ}55'22''$ East 35.52 feet to the Point of Beginning of said line;

Thence South $64^{\circ}14'01''$ West 195.41 feet to the point of curvature of a curve concave to the Northwest, said curve having a radius of 100.00 feet;

Thence Southwesterly along said curve consuming a central angle of $14^{\circ}55'11''$ an arc length of 26.04 feet to the beginning of a compound curve concave to the North, said curve having a radius of 544.50 feet;

Thence Westerly along said curve consuming a central angle of $27^{\circ}53'23''$ an arc length of 265.05 feet to the beginning of a compound curve concave to the Northeast, said curve having a radius of 71.50 feet;

Thence Northwesterly along said curve consuming a central angle of $101^{\circ}29'30''$ an arc length of 126.65 feet;

Thence North $28^{\circ}32'05''$ East 6.29 feet;

Thence North $61^{\circ}17'48''$ West 83.08 feet to the point on a curve concave to the Northwest, center of said curve bearing North $58^{\circ}52'08''$ West 76.50;

Thence Southwesterly along said curve consuming a central angle of $26^{\circ}30'03''$ an arc length of 35.38 feet to the beginning of a compound curve concave to the North, said curve having a radius of 26.50 feet;

Thence Westerly along said curve consuming a central angle of $63^{\circ}34'23''$ an arc length of 29.40 feet to the beginning of a compound curve concave to the Northeast, said curve having a radius of 76.50 feet;

Thence Northwesterly along said curve consuming a central angle of $20^{\circ}46'14''$ an arc length of 27.73 feet to the beginning of a reverse curve concave to the Southwest, said curve having a radius of 245.50 feet;

Thence Northwesterly along said curve consuming a central angle of $16^{\circ}50'51''$ an arc length of 72.19 feet to the beginning of a reverse curve concave to the Northeast, said curve having a radius of 677.00 feet;

Thence Northwesterly along said curve consuming a central angle of $13^{\circ}19'16''$ an arc length of 157.40 feet to a point on the Westerly line of Parcel "A" and terminus of said line;

Parcel "A"

That part of the Northeast 1/4 of Section 18, Township 13, Range 19, E.W.M., lying Southerly of the Southerly right of way line of the Northern Pacific Railway Company's railroad and Westerly of the Westerly right of way line of State Route 82.

AND

That portion of the North 1/2 of the Southeast 1/4 and the Northeast 1/4 of the Southwest 1/4 of Section 18, Township 13 North, Range 19, E.W.M., lying Westerly of State Road 82, described as follows:

Commencing at a point 2286 feet West of the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of said Section 18;

thence East 2286 feet to the Southeast corner of said Northeast 1/4 of the Southeast 1/4;

thence North 80 rods to the Northeast corner of the Northeast 1/4 of the Southeast 1/4;

thence West 2703 feet to a point 63 feet West of the Northwest corner of said Southeast 1/4;

thence South $15^{\circ}30'$ East 1390 feet to the point of beginning;

EXCEPT right of way for railroad as conveyed by deed recorded under Auditor's File No. 850764;

AND EXCEPT beginning at a point on the North boundary of the Southeast 1/4 of the Southeast 1/4 of said Section 18, a distance of 490 feet West of the East boundary of said Section 18;

Thence along the North boundary of the Southeast 1/4 of the Southeast 1/4 in a generally Westerly direction, more accurately described as North $86^{\circ}51'$ West 1331.0 feet;

thence North $16^{\circ}50'$ West, 65.0 feet;

thence in a generally Easterly direction parallel to the North boundary of the Southeast 1/4 of the Southeast 1/4, more accurately described as South $86^{\circ}51'$ East 460.0 feet;

thence North $82^{\circ}2'$ East 500.0 feet;

thence South $71^{\circ}24'$ East 253.4 feet;

thence South $56^{\circ}53'$ East 182.0 feet to the point of beginning;

AND EXCEPT that portion conveyed to the State of Washington for highway purposes by deeds recorded under Auditor's File Nos. 1757605 and 3162797;

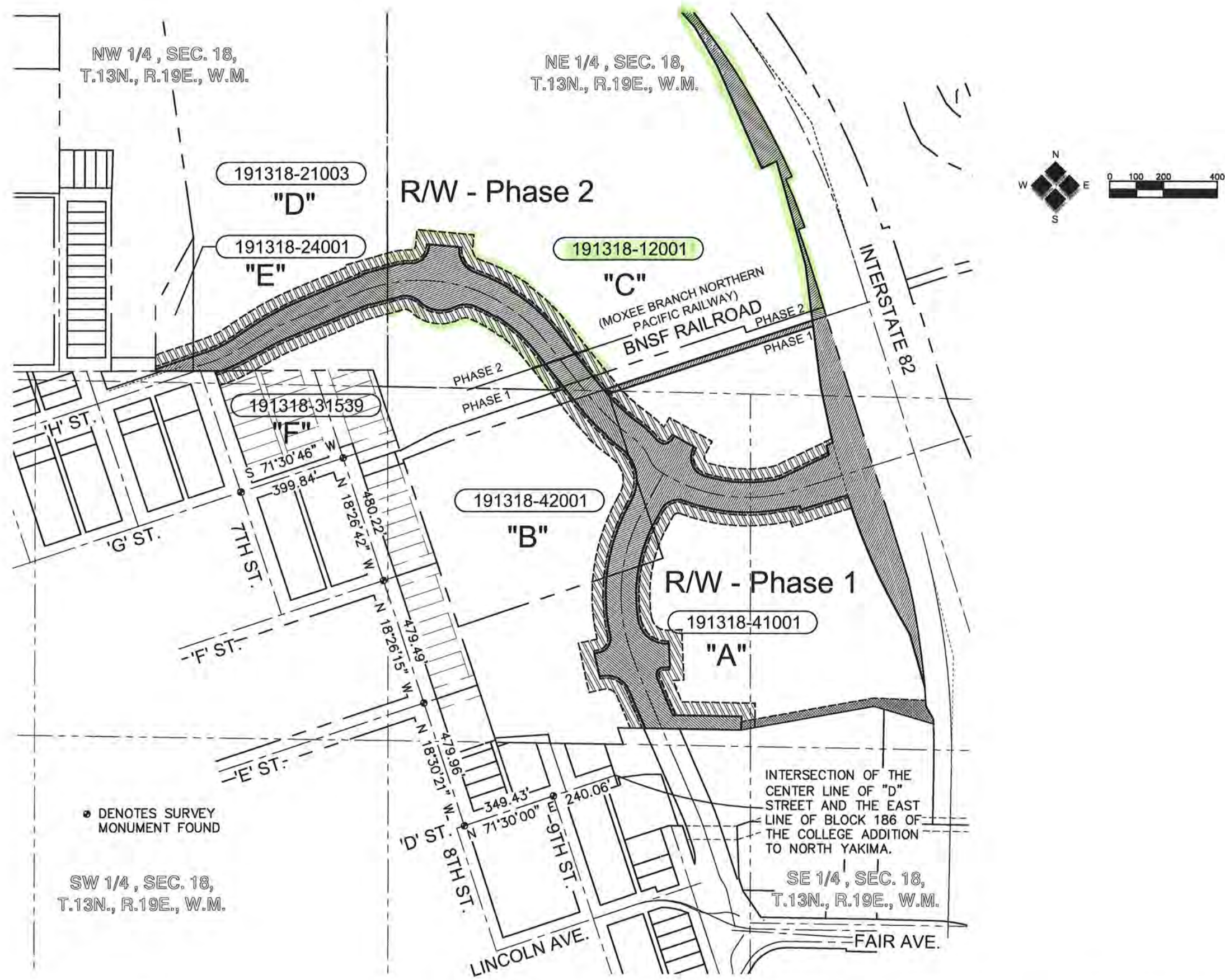
AND EXCEPT all that part of the Northwest 1/4 of the Southeast 1/4 of said Section 18, described as follows:

Beginning at the intersection of the Southerly right of way line of the Moxee Branch of the Northern Pacific Railway Company and the Easterly right of way line of the alley on the Northeasterly side Block 164, COLLEGE ADDITION TO NORTH YAKIMA, W.T. (NOW YAKIMA, WASHINGTON), as recorded in Volume A of Plats, Page 22;
thence South $18^{\circ}27'$ East along said alley right of way line 653.40 feet;
thence North $71^{\circ}33'$ East 800 feet;
thence North $18^{\circ}27'$ West 653.40 feet to the southerly right of way line of said railway;
thence South $71^{\circ}33'$ West along said railway right of way line 800 feet to the point of beginning,

AND EXCEPT That portion of the Northwest 1/4 of the Southeast 1/4 of Section 18, Township 13 North, Range 19, E.W.M., described as follows:
Beginning at the intersection of the center line of North 9th Street and the South line of the Northwest 1/4 of the Southeast 1/4;
thence West 201.6 feet;
thence North $15^{\circ}30'$ West 17 feet
thence Easterly 200 feet;
thence Southeasterly 33 feet to the point of beginning.

EXHIBIT C

MILL ROW PROPERTY,
MILL PROPERTY UTILITY EASEMENT AREA, AND
MILL PROPERTY TEMPORARY CONSTRUCTION EASEMENT AREA
LEGAL DESCRIPTIONS



SW 1/4, NE 1/4, SEC. 18, T.13N., R.19E., W.M.

LEELYNN INC &
WILEY MT INC
191318-12001

R.O.S. 7752398

10' PUBLIC
UTILITY ESMT.

PROPOSED
109' R/W

56.50'

N 38°45'48" W

110.44'

S 71°33'58" W

116.24'

106.64'

N 38°45'48" W

70.05'

52.50'

51.00'

50.00'

48.50'

47.00'

45.50'

44.00'

42.50'

41.00'

39.50'

38.00'

36.50'

35.00'

33.50'

32.00'

30.50'

29.00'

27.50'

26.00'

24.50'

23.00'

21.50'

20.00'

18.50'

17.00'

15.50'

14.00'

12.50'

11.00'

9.50'

8.00'

6.50'

5.00'

3.50'

2.00'

0.50'

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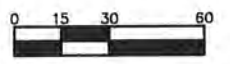
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SHEET 7
STA. 54+00
MATCHLINE

LINE	BEARING	LENGTH
L10	N 31°49'53" E	4.00
L11	S 05°25'43" W	10.15
L12	N 30°58'16" E	4.50
L13	N 20°01'37" W	3.11
L14	S 68°48'03" W	22.11
L26	N 19°09'10" W	3.84

PROPOSED 50'
TEMPORARY
CONSTRUCTION
ESMT.

PROPOSED
117.5' R/W

PROPOSED
10' PUBLIC
UTILITY ESMT.

PROPOSED 50'
TEMPORARY
CONSTRUCTION
ESMT.

LEELYNN INC &
WILEY MT INC
191318-12001

CURVE	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C15	19°24'19"	542.50	183.74	N 48°27'57" W	182.86
C16	10°24'40"	538.50	97.85	N 63°22'27" W	97.72
C17	10°00'25"	50.00	8.73	N 73°34'59" W	8.72
C18	38°20'54"	97.00	64.92	S 82°14'21" W	63.72
C19	72°22'34"	107.50	135.79	S 80°44'49" E	126.94
C20	60°40'25"	74.50	78.89	N 74°53'44" W	75.26
C21	18°11'00"	182.50	57.92	S 83°27'34" W	57.68
C22	87°07'21"	66.50	101.12	N 48°59'23" E	91.65
C23	72°38'04"	90.00	114.09	S 30°53'19" E	106.61
C24	3°57'14"	200.00	13.80	S 69°10'58" E	13.80
C25	12°07'51"	656.00	138.89	N 65°05'40" W	138.63
C26	20°15'56"	651.50	230.44	N 48°53'46" W	229.24
C45	3°13'06"	649.50	36.48	S 69°14'17" W	36.48

SOUTHWEST
CORNER OF
PARCEL "C"

SOUTHEAST
CORNER OF
PARCEL "D"

PARCEL NO.	OWNERSHIP	EXISTING AREA	AREA TO BE ACQUIRED	REMAINING AREA	UTIL. EASEMENT AREA	CONST. EASEMENT AREA	NOTES
191318-21003	LEELYNN INC & WILEY MT INC						SEE SHEET 5
191318-12001	LEELYNN INC & WILEY MT INC	2,445,023±* SF	11,624± SF (PHASE 1)	2,433,399± SF	2,133± SF (PHASE 1)	10,637± SF (PHASE 1)	
191318-12001	LEELYNN INC & WILEY MT INC	2,433,399±* SF	191,497±SF (PHASE 2)	2,241,902± SF	14,868± SF (PHASE 2)	81,767± SF (PHASE 2)	

* AREA PER YAKIMA COUNTY ASSESSOR'S OFFICE



2803 River Road
Yakima, WA 98902
509.966.7000
Fax 509.965.3800
www.hlacivil.com

UPDATED R/W PER LOCHNER LAYOUT	11-1-16	JOB NUMBER:	DATE:
UPDATED R/W PER LOCHNER LAYOUT	11-3-16	11062	10-28-16
FINAL UPDATES (PH1/PH2)	11-14-16	FILE NAMES:	
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		PLAN: 11062.dwg	
		DESIGNED BY:	TDF
		ENTERED BY:	AJH
REVISION	DATE		

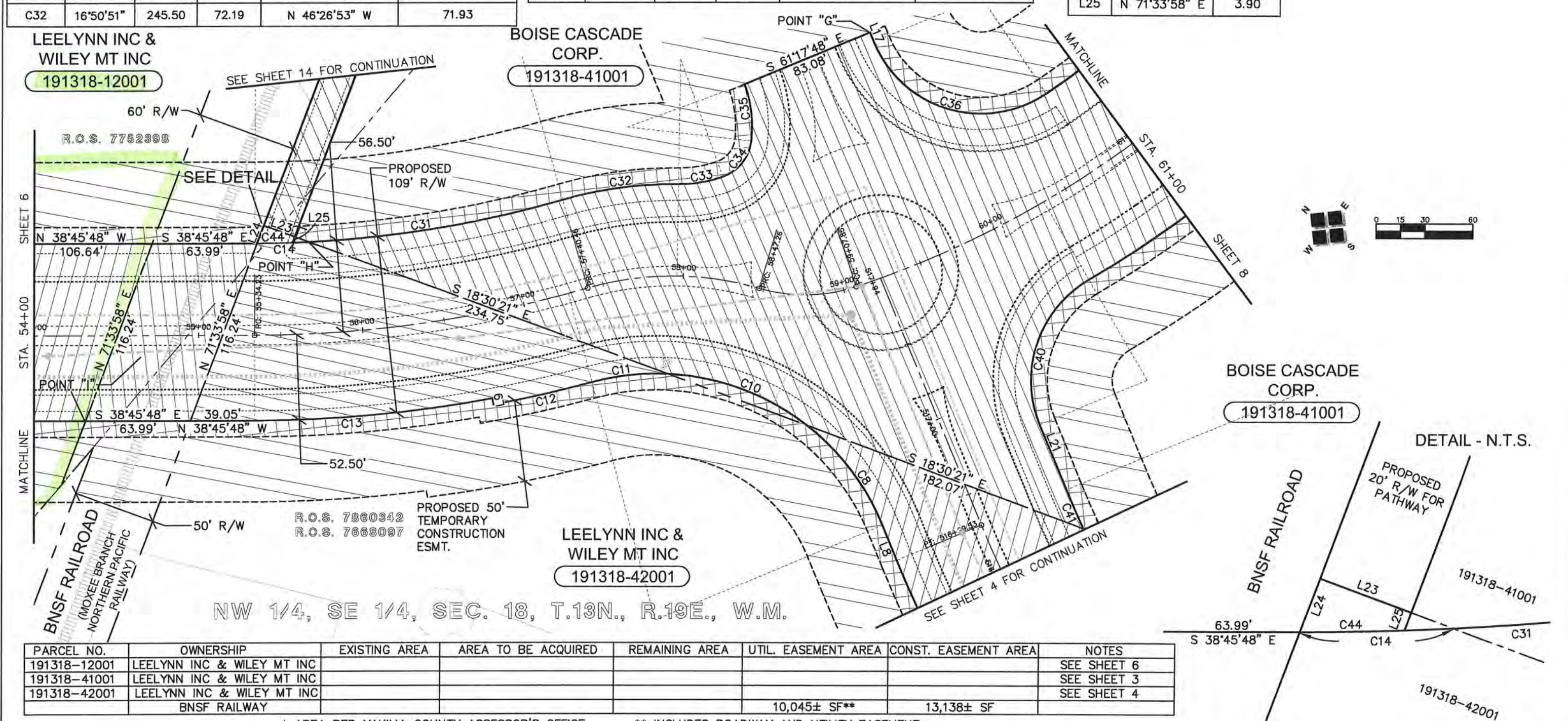
CITY OF YAKIMA
BRAVO COMPANY BOULEVARD
RIGHT OF WAY PLANS

SHEET
6
OF
14

CURVE	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C8	29°30'37"	151.50	78.03	N 13°46'46" E	77.17
C10	35°03'38"	151.50	92.71	N 18°30'21" W	91.27
C11	17°52'12"	151.50	47.25	N 44°58'17" W	47.06
C12	4°30'32"	790.00	62.17	S 51°39'07" E	62.15
C13	10°38'03"	786.00	145.88	S 44°04'49" E	145.67
C14	2°40'29"	677.00	31.60	S 40°12'48" E	31.60
C31	13°19'16"	677.00	157.40	S 48°12'41" E	157.05
C32	16°50'51"	245.50	72.19	N 46°26'53" W	71.93

CURVE	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C33	20°46'14"	76.50	27.73	S 48°24'35" E	27.58
C34	63°34'23"	26.50	29.40	N 89°25'06" E	27.92
C35	26°30'03"	76.50	35.38	N 44°22'53" E	35.07
C36	101°29'30"	71.50	126.65	S 22°12'40" E	110.73
C40	82°09'17"	71.50	102.52	S 69°36'43" W	93.96
C41	2°35'55"	575.50	26.10	S 27°14'07" W	26.10
C44	1°49'03"	677.00	21.47	S 39°47'05" E	21.47

LINE	BEARING	LENGTH
L8	N 28°32'05" E	23.36
L9	S 40°36'09" W	4.00
L17	N 28°32'05" E	6.29
L21	N 28°32'05" E	43.40
L23	N 18°30'21" W	20.00
L24	S 71°33'58" W	11.69
L25	N 71°33'58" E	3.90



PARCEL NO.	OWNERSHIP	EXISTING AREA	AREA TO BE ACQUIRED	REMAINING AREA	UTIL. EASEMENT AREA	CONST. EASEMENT AREA	NOTES
191318-12001	LEELYNN INC & WILEY MT INC						SEE SHEET 6
191318-41001	LEELYNN INC & WILEY MT INC						SEE SHEET 3
191318-42001	LEELYNN INC & WILEY MT INC						SEE SHEET 4
	BNSF RAILWAY				10,045± SF**	13,138± SF	

* AREA PER YAKIMA COUNTY ASSESSOR'S OFFICE

** INCLUDES ROADWAY AND UTILITY EASEMENT



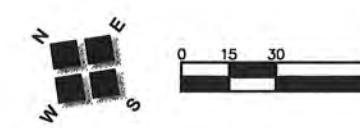
2803 River Road
Yakima, WA 98902
509.966.7000
Fax 509.965.3800
www.hlacivil.com

UPDATED R/W PER LOCHNER LAYOUT	11-1-16
UPDATED R/W PER LOCHNER LAYOUT	11-3-16
FINAL UPDATES (PH1/PH2)	11-14-16
REVISION	DATE

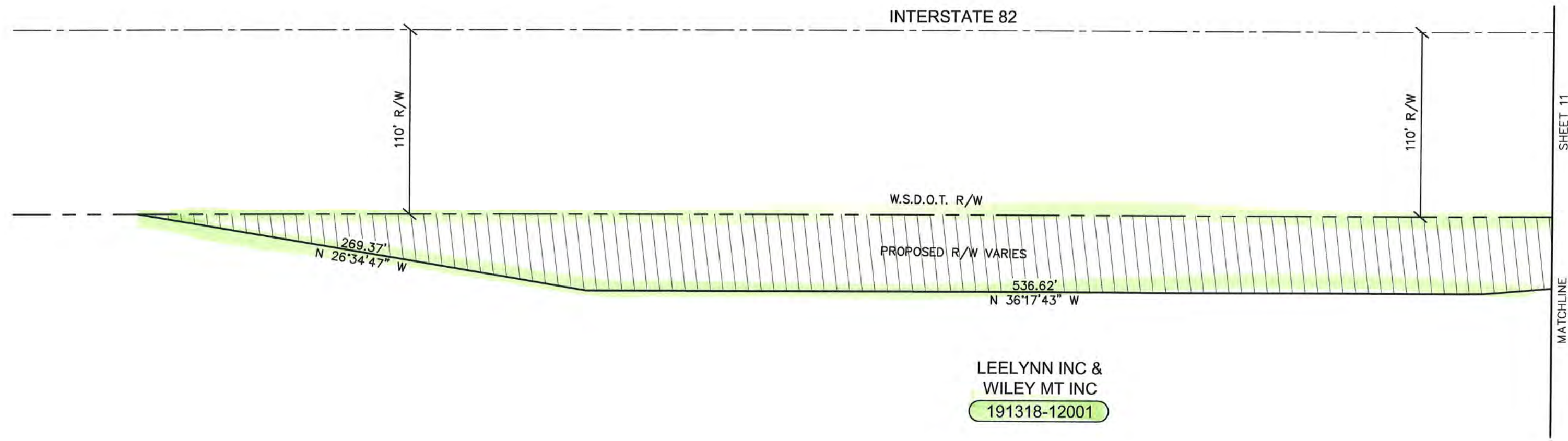
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FILE NAMES: DRAWING: SheetsROW.dwg	
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DESIGNED BY: TDF	
ENTERED BY: AJH	

CITY OF YAKIMA
BRAVO COMPANY BOULEVARD
RIGHT OF WAY PLANS

SHEET
7
OF
14

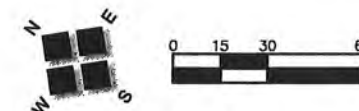


NE 1/4, SEC. 18, T.13N., R.19E., W.M.

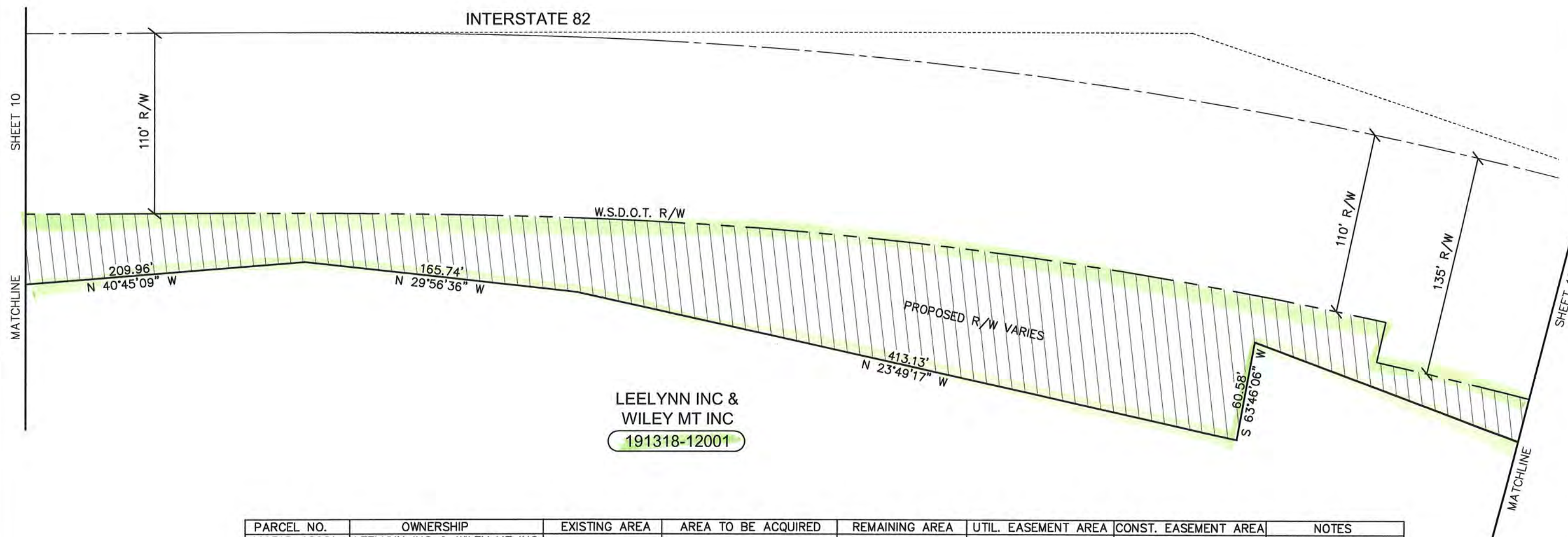


PARCEL NO.	OWNERSHIP	EXISTING AREA	AREA TO BE ACQUIRED	REMAINING AREA	UTIL. EASEMENT AREA	CONST. EASEMENT AREA	NOTES
191318-12001	LEELYNN INC & WILEY MT INC						SEE SHEET 6

* AREA PER YAKIMA COUNTY ASSESSOR'S OFFICE



NE 1/4, SEC. 18, T.13N., R.19E., W.M.



PARCEL NO.	OWNERSHIP	EXISTING AREA	AREA TO BE ACQUIRED	REMAINING AREA	UTIL. EASEMENT AREA	CONST. EASEMENT AREA	NOTES
191318-12001	LEELYNN INC & WILEY MT INC						SEE SHEET 6

* AREA PER YAKIMA COUNTY ASSESSOR'S OFFICE

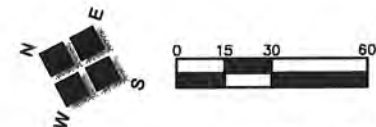


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UPDATED R/W PER LOCHNER LAYOUT	11-1-16	JOB NUMBER:	DATE:
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FINAL UPDATES (PH1/PH2)	11-14-16	FILE NAMES:	
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		DESIGNED BY:	TDF
		ENTERED BY:	AJH
REVISION	DATE		

CITY OF YAKIMA
BRAVO COMPANY BOULEVARD
RIGHT OF WAY PLANS

SHEET
11
OF
14



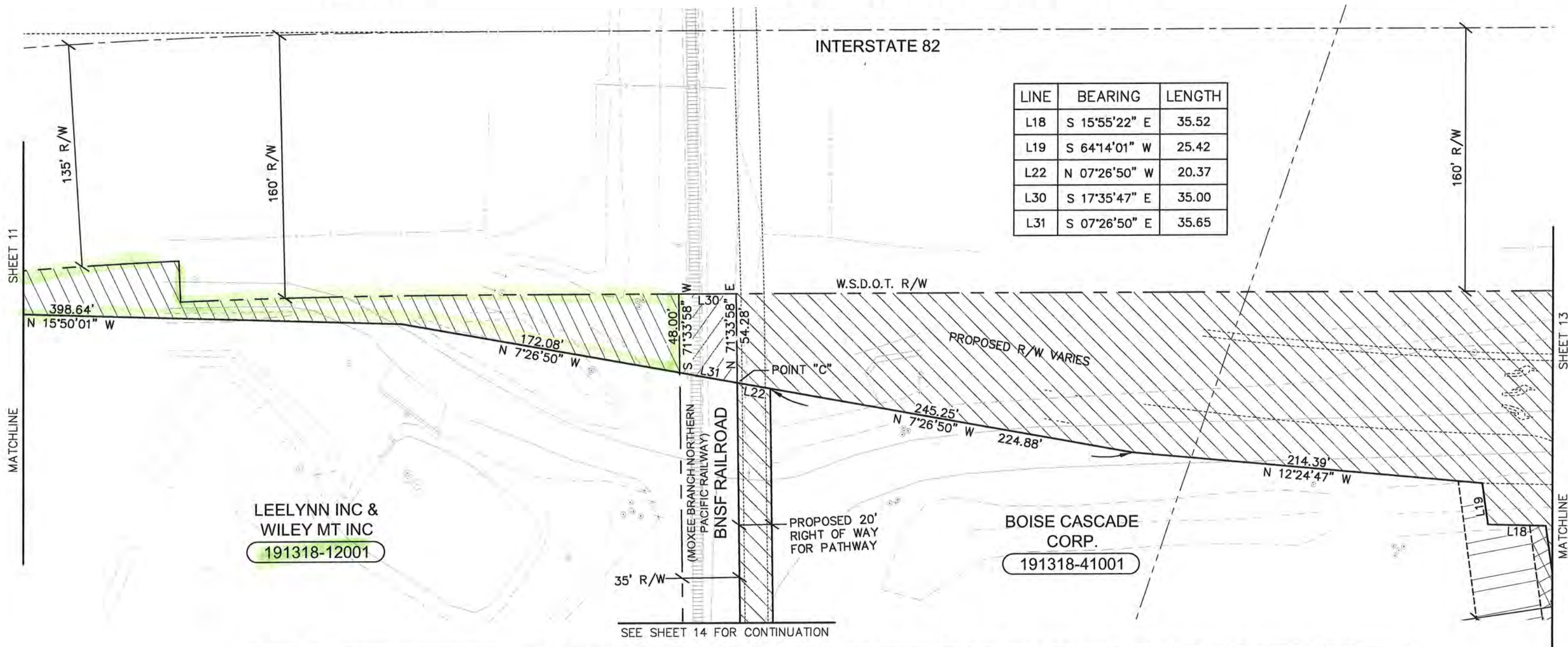
NE 1/4

SEC. 18, T.13N., R.19E., W.M.

SE 1/4

INTERSTATE 82

LINE	BEARING	LENGTH
L18	S 15°55'22" E	35.52
L19	S 64°14'01" W	25.42
L22	N 07°26'50" W	20.37
L30	S 17°35'47" E	35.00
L31	S 07°26'50" E	35.65



PARCEL NO.	OWNERSHIP	EXISTING AREA	AREA TO BE ACQUIRED	REMAINING AREA	UTIL. EASEMENT AREA	CONST. EASEMENT AREA	NOTES
191318-12001	LEELYNN INC & WILEY MT INC						SEE SHEET 6
191318-41001	BOISE CASCADE CORP.						SEE SHEET 3
	BNSF RAILWAY						SEE SHEET 7

* AREA PER YAKIMA COUNTY ASSESSOR'S OFFICE

City of Yakima
Bravo Company Blvd. – Right of Way
HLA Project 11062
November 9, 2016 (revised November 14, 2016)

Parcel no. 191318-12001

That part of the hereinafter described Parcel "C", described as follows:

Commencing at the Southwest corner of said Parcel "C";
Thence North $0^{\circ}17'05''$ West along the West line of said Parcel "C" 321.06 feet;
Thence North $74^{\circ}46'03''$ East 49.13 feet to the point of curvature of a curve concave to the Southwest and having a radius of 74.50 feet;
Thence Easterly along said curve consume a central angle of $60^{\circ}40'25''$ an arc length of 78.89 feet to the beginning of a reverse curve concave to the North and having a radius of 107.50 feet;
Thence Southeasterly along said curve consuming a central angle of $72^{\circ}22'34''$ an arc length of 135.79 feet to the beginning of a reverse curve concave to the South and having a radius of 97.00 feet;
Thence Northeasterly along said curve consuming a central angle of $38^{\circ}20'54''$ an arc length of 64.92 feet to the beginning of a compound curve concave to the Southwest and having a radius of 50.00 feet;
Thence Southeasterly along said curve consuming a central angle of $10^{\circ}00'25''$ an arc length of 8.73 feet to the beginning of a compound curve concave to the Southwest and having a radius of 538.50 feet;
Thence Southeasterly along said curve consuming a central angle of $10^{\circ}24'40''$ an arc length of 97.85 feet;
Thence North $31^{\circ}49'53''$ East 4.00 feet to a point on a curve concave to the Southwest and the center of said curve bearing South $31^{\circ}49'53''$ West 542.50 feet;
Thence Southeasterly along said curve consuming a central angle of $19^{\circ}24'19''$ an arc length of 183.74 feet;
Thence South $38^{\circ}45'48''$ East 70.05 feet to a point that is 100.00 feet Northerly of the Southerly line of said Parcel "C" as measured perpendicular thereto, said point being the Point of Beginning;
Thence continuing South $38^{\circ}45'48''$ East 106.64 feet to the South line of said Parcel "C";
Thence North $71^{\circ}33'58''$ East along said South line 116.24 feet;
Thence North $38^{\circ}45'48''$ West 106.64 feet to a point that is 100.00 feet Northerly of the Southerly line of said Parcel "C" as measured perpendicular thereto;
Thence South $71^{\circ}33'58''$ West 116.24 feet to the Point of Beginning;

AND TOGETHER with that part of the hereinafter described Parcel "C", described as follows:

Commencing at the Southwest corner of said Parcel "C";
Thence North $0^{\circ}17'05''$ West along the West line of said Parcel "C" 321.06 feet to the Point of Beginning;

Thence North $74^{\circ}46'03''$ East 49.13 feet to the point of curvature of a curve concave to the Southwest and having a radius of 74.50 feet;

Thence Easterly along said curve consume a central angle of $60^{\circ}40'25''$ an arc length of 78.89 feet to the beginning of a reverse curve concave to the North and having a radius of 107.50 feet;

Thence Southeasterly along said curve consuming a central angle of $72^{\circ}22'34''$ an arc length of 135.79 feet to the beginning of a reverse curve concave to the South and having a radius of 97.00 feet;

Thence Northeasterly along said curve consuming a central angle of $38^{\circ}20'54''$ an arc length of 64.92 feet to the beginning of a compound curve concave to the Southwest and having a radius of 50.00 feet;

Thence Southeasterly along said curve consuming a central angle of $10^{\circ}00'25''$ an arc length of 8.73 feet to the beginning of a compound curve concave to the Southwest and having a radius of 538.50 feet;

Thence Southeasterly along said curve consuming a central angle of $10^{\circ}24'40''$ an arc length of 97.85 feet;

Thence North $31^{\circ}49'53''$ East 4.00 feet to a point on a curve concave to the Southwest and the center of said curve bearing South $31^{\circ}49'53''$ West 542.50 feet;

Thence Southeasterly along said curve consuming a central angle of $19^{\circ}24'19''$ an arc length of 183.74 feet;

Thence South $38^{\circ}45'48''$ East 70.05 feet to a point that is 100.00 feet Northerly of the Southerly line of said Parcel "C"

Thence North $71^{\circ}33'58''$ East parallel with said Southerly line 116.24 feet;

Thence North $38^{\circ}45'48''$ West 110.44 feet to the point of curvature of a curve concave to the Southwest and having a radius of 651.50 feet;

Thence Northwesterly along said curve consuming a central angle of $20^{\circ}15'56''$ an arc length of 230.44 feet;

Thence North $30^{\circ}58'16''$ East 4.50 feet to a point on a curve concave to the Southwest, center of said curve bearing South $30^{\circ}58'16''$ West 656.00 feet;

Thence Northwesterly along said curve consuming a central angle of $12^{\circ}07'51''$ an arc length of 138.89 feet to the beginning of a reverse curve concave to the Northeast and having a radius of 200.00 feet;

Thence Northwesterly along said curve consuming a central angle of $3^{\circ}57'14''$ an arc length of 13.80 feet to the beginning of a compound curve concave to the Northeast and having a radius of 90.00 feet;

Thence Northwesterly along said curve consuming a central angle of $72^{\circ}38'04''$ an arc length of 114.09 feet;

Thence North $84^{\circ}34'17''$ West 111.00 feet;

Thence South $5^{\circ}25'43''$ West 10.15 feet to the point of curvature of a curve concave to the Northwest and having a radius of 66.50 feet;

Thence Southwesterly along said curve consuming a central angle of $87^{\circ}07'21''$ an arc length of 101.12 feet to the beginning of a reverse curve concave to the South and having a radius of 182.50 feet;

Thence Westerly along said curve consuming a central angle of $18^{\circ}11'00''$ an arc length of 57.92 feet;

Thence South $74^{\circ}22'04''$ West 28.13 feet to the West line of said Parcel "C";

Thence South 0°17'05" East along said West line 121.07 feet to the Point of Beginning;

AND TOGETHER with that part of the hereinafter described Parcel "C", described as follows:

Beginning at the Southeast corner of said Parcel "C";

Thence South 71°33'58" West along the South line of said Parcel "C" 48.00 feet;

Thence North 7°26'50" West 172.08 feet;

Thence North 15°50'01" West 398.64 feet;

Thence South 63°46'06" West 60.58 feet;

Thence North 23°49'17" West 413.13 feet;

Thence North 29°56'36" West 165.74 feet;

Thence North 40°45'09" West 209.96 feet;

Thence North 36°17'43" West 536.62 feet;

Thence North 26°34'47" West 269.37 feet to the Westerly right of way line of Interstate 82;

Thence Southeasterly along said right of way line to the Point of Beginning;

Situate in Yakima County, Washington.

Parcel "C"

That portion of the Northeast 1/4 of Section 18, Township 13, North, Range 19, lying Westerly of State Road 82;

EXCEPT those portions thereof conveyed to Northern Pacific Railway Company, by deed recorded in Volume 98 of Deeds, Page 319, and deed recorded under Auditor's File No. 850764, described as follows:

A strip of land 35 feet in width being 10 feet in width on the Northerly side of the center line and 25 feet in width on the Southerly side of the center line of the railroad of the North Yakima & Valley Railway Company as same is now located (January 21, 1910), over and across the South 1/2 of the Northeast 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 18, Township 13, North, Range 19, E.W.M., said center line over and across said tract of land being more particularly described as follows:

Commencing at a point 284 feet South and 31.2 feet East of the Northwest corner of the Northwest 1/4 of the Southeast 1/4 of Section 18, and running thence North 71°16' East 2578 feet to the West Bank of the Yakima River, together with such additional land in said Section contiguous to said above described land as may be necessary to construct a roadway or fill along the entire length of said land hereby conveyed, said roadway or fill not to exceed 30 feet in width on top with side slopes of 1 1/2 to 1;

EXCEPT a strip of land 25 feet in width along the Northerly side of and contiguous to the present 35 foot right of way of said railway company for its Moxee Branch, in the

South 1/2 of the Northeast 1/4 of Section 18, extending from the South line of said government subdivision, Northeasterly to a line drawn at right angles to the center line of the main track of said branch as constructed and operated at a point therein distant 650 feet Easterly from the point of intersection of said main tract center line with the East and West center line of said Section 18, last named distance being measured along said main track center line;

AND EXCEPT a strip of land 60 feet wide being 30 feet wide on each side of the following described center line, to wit:

Commencing on the South line of the Northwest 1/4 of Section 18, at the point where a line 22 feet North of and parallel with the South line of "H" Street in the City of Yakima, intersects said South line of said quarter section and running thence on a magnetic bearing North 49°49' East and parallel with the South line of Said "H" Street, 94 feet; thence on a magnet bearing North 68°5' East and parallel with the East and West line said Section, 782 feet, all said strip of land being in the Northwest 1/4 and the Northeast 1/4 of said Section 18;

AND EXCEPT that portion conveyed to the State of Washington for highway purposes by deed recorded under Auditor's File Nos. 1757605 and 3162797;

AND EXCEPT that part of the Northeast 1/4 of Section 18, Township 13 North, Range 19,

E.W.M., lying Southerly of the Southerly right of way line of the Notheren Pacific Railway Company's Railroad and Westerly of the Westerly right of way line of State Route 82.

Situate in Yakima County, Washington.

City of Yakima
Bravo Company Blvd. – Right of Way
HLA Project 11062
November 14, 2016

Parcel no. 191318-12001 (10' Public Utility Easement)

That part of the hereinafter described Parcel "C", being a strip of land 10.00 feet in width, the Northerly and Easterly line described as follows:

Commencing at the Southwest corner of said Parcel "C";
Thence North $0^{\circ}17'05''$ West along the West line of said Parcel "C" 321.06 feet;
Thence North $74^{\circ}46'03''$ East 49.13 feet to the point of curvature of a curve concave to the Southwest and having a radius of 74.50 feet;
Thence Easterly along said curve consume a central angle of $60^{\circ}40'25''$ an arc length of 78.89 feet to the beginning of a reverse curve concave to the North and having a radius of 107.50 feet;
Thence Southeasterly along said curve consuming a central angle of $72^{\circ}22'34''$ an arc length of 135.79 feet to the beginning of a reverse curve concave to the South and having a radius of 97.00 feet;
Thence Northeasterly along said curve consuming a central angle of $38^{\circ}20'54''$ an arc length of 64.92 feet to the beginning of a compound curve concave to the Southwest and having a radius of 50.00 feet;
Thence Southeasterly along said curve consuming a central angle of $10^{\circ}00'25''$ an arc length of 8.73 feet to the beginning of a compound curve concave to the Southwest and having a radius of 538.50 feet;
Thence Southeasterly along said curve consuming a central angle of $10^{\circ}24'40''$ an arc length of 97.85 feet;
Thence North $31^{\circ}49'53''$ East 4.00 feet to a point on a curve concave to the Southwest and the center of said curve bearing South $31^{\circ}49'53''$ West 542.50 feet;
Thence Southeasterly along said curve consuming a central angle of $19^{\circ}24'19''$ an arc length of 183.74 feet;
Thence South $38^{\circ}45'48''$ East 70.05 feet to a point that is 100.00 feet Northerly of the Southerly line of said Parcel "C" as measured perpendicular thereto, said point being the Point of Beginning of said line;
Thence continuing South $38^{\circ}45'48''$ East 106.64 feet to a point on the South line of said Parcel "C", said point hereinafter referred to a Point "I" and terminus of said line;

AND TOGETHER with that part of the hereinafter described Parcel "C", being a strip of land 10.00 feet in width, the Southerly and Westerly line described as follows:

Commencing at the aforementioned Point "I";
Thence North $71^{\circ}33'58''$ East along said South line of said Parcel "C" 116.24 feet to the Point of Beginning of said line;

Thence North $38^{\circ}45'48''$ West 106.64 feet to a point that is 100.00 feet Northerly of the Southerly line of said Parcel "C" as measured perpendicular thereto and terminus of said line;

AND TOGETHER with that part of the hereinafter described Parcel "C", being a strip of land 10.00 feet in width the Northerly and Easterly line described as follows:

Commencing at the Southwest corner of said Parcel "C";

Thence North $0^{\circ}17'05''$ West along the West line of said Parcel "C" 321.06 feet to the Point of Beginning of said line;

Thence North $74^{\circ}46'03''$ East 49.13 feet to the point of curvature of a curve concave to the Southwest and having a radius of 74.50 feet;

Thence Easterly along said curve consume a central angle of $60^{\circ}40'25''$ an arc length of 78.89 feet to the beginning of a reverse curve concave to the North and having a radius of 107.50 feet;

Thence Southeasterly along said curve consuming a central angle of $72^{\circ}22'34''$ an arc length of 135.79 feet to the beginning of a reverse curve concave to the South and having a radius of 97.00 feet;

Thence Northeasterly along said curve consuming a central angle of $38^{\circ}20'54''$ an arc length of 64.92 feet to the beginning of a compound curve concave to the Southwest and having a radius of 50.00 feet;

Thence Southeasterly along said curve consuming a central angle of $10^{\circ}00'25''$ an arc length of 8.73 feet to the beginning of a compound curve concave to the Southwest and having a radius of 538.50 feet;

Thence Southeasterly along said curve consuming a central angle of $10^{\circ}24'40''$ an arc length of 97.85 feet;

Thence North $31^{\circ}49'53''$ East 4.00 feet to a point on a curve concave to the Southwest and the center of said curve bearing South $31^{\circ}49'53''$ West 542.50 feet;

Thence Southeasterly along said curve consuming a central angle of $19^{\circ}24'19''$ an arc length of 183.74 feet;

Thence South $38^{\circ}45'48''$ East 70.05 feet to a point that is 100.00 feet Northerly of the Southerly line of said Parcel "C" as measured perpendicular thereto, said Point hereinafter referred to as Point "J" and terminus of said line;

That part of the hereinafter described Parcel "C", being a strip of land 10.00 feet in width the Southerly and Westerly line described as follows:

Commencing at the aforementioned Point "J";

Thence North $71^{\circ}33'58''$ East parallel with the Southerly line of said Parcel "C" 116.24 feet to the Point of Beginning of said line;

Thence North $38^{\circ}45'48''$ West 110.44 feet to the point of curvature of a curve concave to the Southwest and having a radius of 651.50 feet;

Thence Northwesterly along said curve consuming a central angle of $20^{\circ}15'56''$ an arc length of 230.44 feet;

Thence North $30^{\circ}58'16''$ East 4.50 feet to a point on a curve concave to the Southwest, center of said curve bearing South $30^{\circ}58'16''$ West 656.00 feet;

Thence Northwesterly along said curve consuming a central angle of 12°07'51" an arc length of 138.89 feet to the beginning of a reverse curve concave to the Northeast and having a radius of 200.00 feet;

Thence Northwesterly along said curve consuming a central angle of 3°57'14" an arc length of 13.80 feet to the beginning of a compound curve concave to the Northeast and having a radius of 90.00 feet;

Thence Northwesterly along said curve consuming a central angle of 72°38'04" an arc length of 114.09 feet;

Thence North 84°34'17" West 111.00 feet;

Thence South 5°25'43" West 10.15 feet to the point of curvature of a curve concave to the Northwest and having a radius of 66.50 feet;

Thence Southwesterly along said curve consuming a central angle of 87°07'21" an arc length of 101.12 feet to the beginning of a reverse curve concave to the South and having a radius of 182.50 feet;

Thence Westerly along said curve consuming a central angle of 18°11'00" an arc length of 57.92 feet;

Thence South 74°22'04" West 28.13 feet to the West line of said Parcel "C" and terminus of said line;

Parcel "C"

That portion of the Northeast 1/4 of Section 18, Township 13, North, Range 19, lying Westerly of State Road 82;

EXCEPT those portions thereof conveyed to Northern Pacific Railway Company, by deed recorded in Volume 98 of Deeds, Page 319, and deed recorded under Auditor's File No. 850764, described as follows:

A strip of land 35 feet in width being 10 feet in width on the Northerly side of the center line and 25 feet in width on the Southerly side of the center line of the railroad of the North Yakima & Valley Railway Company as same is now located (January 21, 1910), over and across the South 1/2 of the Northeast 1/4 and the Northwest 1/4 of the Southeast 1/4 of Section 18, Township 13, North, Range 19, E.W.M., said center line over and across said tract of land being more particularly described as follows:

Commencing at a point 284 feet South and 31.2 feet East of the Northwest corner of the Northwest 1/4 of the Southeast 1/4 of Section 18, and running thence North 71°16' East 2578 feet to the West Bank of the Yakima River, together with such additional land in said Section contiguous to said above described land as may be necessary to construct a roadway or fill along the entire length of said land hereby conveyed, said roadway or fill not to exceed 30 feet in width on top with side slopes of 1 1/2 to 1;

EXCEPT a strip of land 25 feet in width along the Northerly side of and contiguous to the present 35 foot right of way of said railway company for its Moxee Branch, in the South 1/2 of the Northeast 1/4 of Section 18, extending from the South line of said

government subdivision, Northeasterly to a line drawn at right angles to the center line of the main track of said branch as constructed and operated at a point therein distant 650 feet Easterly from the point of intersection of said main tract center line with the East and West center line of said Section 18, last named distance being measured along said main track center line;

AND EXCEPT a strip of land 60 feet wide being 30 feet wide on each side of the following described center line, to wit:

Commencing on the South line of the Northwest 1/4 of Section 18, at the point where a line 22 feet North of and parallel with the South line of "H" Street in the City of Yakima, intersects said South line of said quarter section and running thence on a magnetic bearing North 49°49' East and parallel with the South line of Said "H" Street, 94 feet; thence on a magnet bearing North 68°5' East and parallel with the East and West line said Section, 782 feet, all said strip of land being in the Northwest 1/4 and the Northeast 1/4 of said Section 18;

AND EXCEPT that portion conveyed to the State of Washington for highway purposes by deed recorded under Auditor's File Nos. 1757605 and 3162797;

AND EXCEPT that part of the Northeast 1/4 of Section 18, Township 13 North, Range 19,

E.W.M., lying Southerly of the Southerly right of way line of the Northern Pacific Railway Company's Railroad and Westerly of the Westerly right of way line of State Route 82.

Situate in Yakima County, Washington.

City of Yakima
Bravo Company Blvd. – Right of Way
HLA Project 11062
November 14, 2016

Parcel no. 191318-12001 – (50' Temporary Construction Esmt.)

That part of the hereinafter described Parcel "C", being a strip of land 50.00 feet in width, the Northerly and Easterly line described as follows:

Commencing at the Southwest corner of said Parcel "C";
Thence North $0^{\circ}17'05''$ West along the West line of said Parcel "C" 321.06 feet;
Thence North $74^{\circ}46'03''$ East 49.13 feet to the point of curvature of a curve concave to the Southwest and having a radius of 74.50 feet;
Thence Easterly along said curve consume a central angle of $60^{\circ}40'25''$ an arc length of 78.89 feet to the beginning of a reverse curve concave to the North and having a radius of 107.50 feet;
Thence Southeasterly along said curve consuming a central angle of $72^{\circ}22'34''$ an arc length of 135.79 feet to the beginning of a reverse curve concave to the South and having a radius of 97.00 feet;
Thence Northeasterly along said curve consuming a central angle of $38^{\circ}20'54''$ an arc length of 64.92 feet to the beginning of a compound curve concave to the Southwest and having a radius of 50.00 feet;
Thence Southeasterly along said curve consuming a central angle of $10^{\circ}00'25''$ an arc length of 8.73 feet to the beginning of a compound curve concave to the Southwest and having a radius of 538.50 feet;
Thence Southeasterly along said curve consuming a central angle of $10^{\circ}24'40''$ an arc length of 97.85 feet;
Thence North $31^{\circ}49'53''$ East 4.00 feet to a point on a curve concave to the Southwest and the center of said curve bearing South $31^{\circ}49'53''$ West 542.50 feet;
Thence Southeasterly along said curve consuming a central angle of $19^{\circ}24'19''$ an arc length of 183.74 feet;
Thence South $38^{\circ}45'48''$ East 70.05 feet to a point that is 100.00 feet Northerly of the Southerly line of said Parcel "C" as measured perpendicular thereto, said point being the Point of Beginning of said line;
Thence continuing South $38^{\circ}45'48''$ East 106.64 feet to a point on the South line of said Parcel "C", said point hereinafter referred to a Point "I" and terminus of said line;

AND TOGETHER with that part of the hereinafter described Parcel "C", being a strip of land 50.00 feet in width, the Southerly and Westerly line described as follows:

Commencing at the aforementioned Point "I";
Thence North $71^{\circ}33'58''$ East along said South line of said Parcel "C" 116.24 feet to the Point of Beginning of said line;

Thence North $38^{\circ}45'48''$ West 106.64 feet to a point that is 100.00 feet Northerly of the Southerly line of said Parcel "C" as measured perpendicular thereto and terminus of said line;

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Thence Northwesterly along said curve consuming a central angle of 72°38'04" an arc length of 114.09 feet;

Thence North 84°34'17" West 111.00 feet;

Thence South 5°25'43" West 10.15 feet to the point of curvature of a curve concave to the Northwest and having a radius of 66.50 feet;

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Parcel "C"

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EXCEPT a strip of land 25 feet in width along the Northerly side of and contiguous to the present 35 foot right of way of said railway company for its Moxee Branch, in the South 1/2 of the Northeast 1/4 of Section 18, extending from the South line of said government subdivision, Northeasterly to a line drawn at right angles to the center line

of the main track of said branch as constructed and operated at a point therein distant 650 feet Easterly from the point of intersection of said main tract center line with the East and West center line of said Section 18, last named distance being measured along said main track center line;

AND EXCEPT a strip of land 60 feet wide being 30 feet wide on each side of the following described center line, to wit:

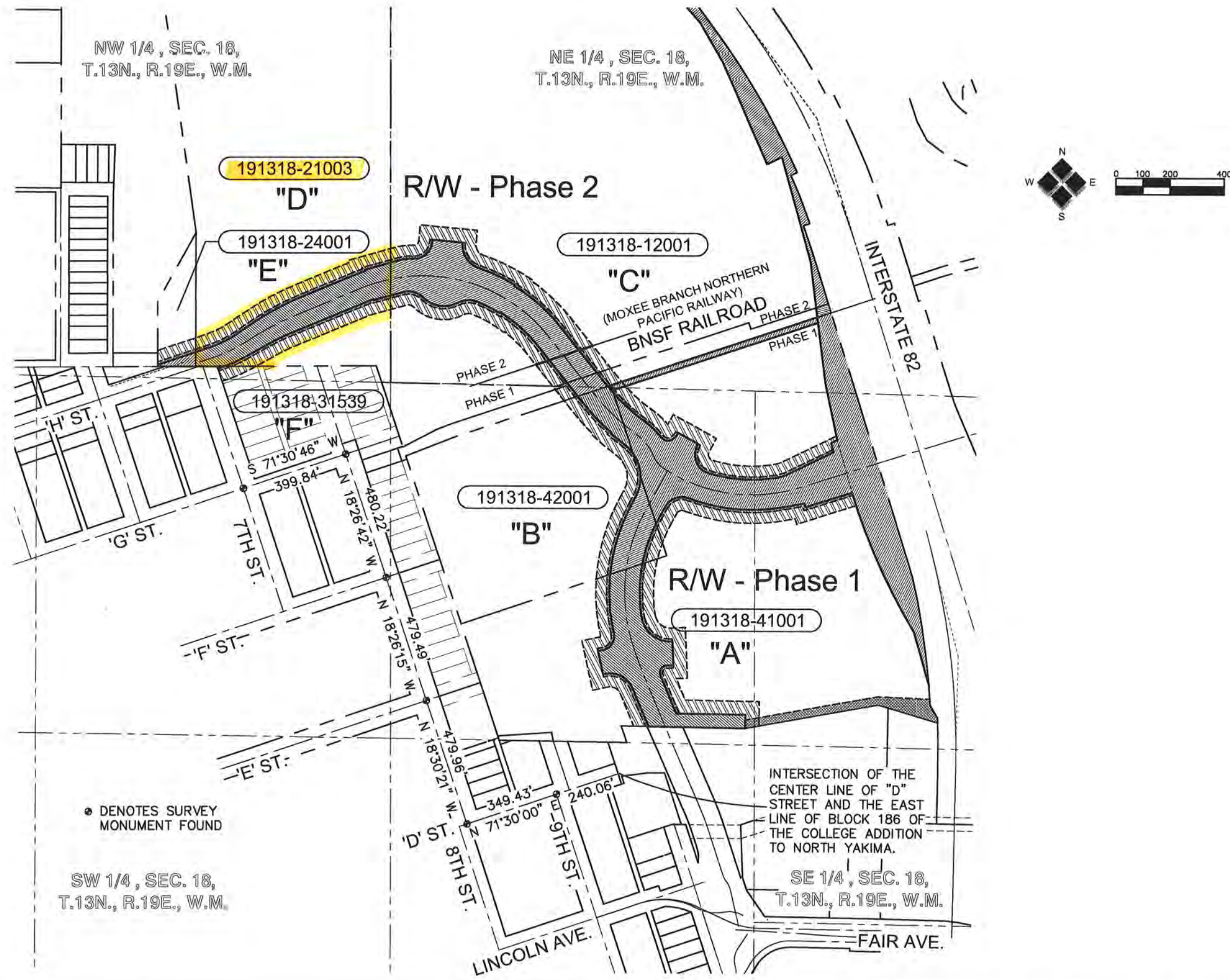
Commencing on the South line of the Northwest 1/4 of Section 18, at the point where a line 22 feet North of and parallel with the South line of "H" Street in the City of Yakima, intersects said South line of said quarter section and running thence on a magnetic bearing North 49°49' East and parallel with the South line of Said "H" Street, 94 feet; thence on a magnet bearing North 68°5' East and parallel with the East and West line said Section, 782 feet, all said strip of land being in the Northwest 1/4 and the Northeast 1/4 of said Section 18;

AND EXCEPT that portion conveyed to the State of Washington for highway purposes by deed recorded under Auditor's File Nos. 1757605 and 3162797;

AND EXCEPT that part of the Northeast 1/4 of Section 18, Township 13 North, Range 19,

E.W.M., lying Southerly of the Southerly right of way line of the Northern Pacific Railway Company's Railroad and Westerly of the Westerly right of way line of State Route 82.

Situate in Yakima County, Washington.



UPDATED R/W PER LOCHNER LAYOUT	11-1-16	JOB NUMBER:	DATE:
UPDATED R/W PER LOCHNER LAYOUT	11-3-16	11062	10-28-16
FINAL UPDATES (PH1/PH2)	11-14-16	FILE NAMES:	
		DRAWING: SheetsROW.dwg	
		PLAN: 11062.dwg	
		DESIGNED BY:	TDF
REVISION	DATE	ENTERED BY:	AJH

LEELYNN INC &
WILEY MT INC
191318-24001

SE 1/4, NW 1/4, SEC. 18, T.13N., R.19E., W.M.

LEELYNN INC &
WILEY MT INC
191318-21003

R.O.S. 7752398

PROPOSED 50'
TEMPORARY
CONSTRUCTION
ESMT.

PROPOSED
10' PUBLIC
UTILITY ESMT.

PROPOSED
109' R/W

LEELYNN INC &
WILEY MT INC
191318-21003

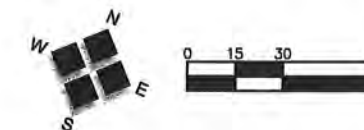
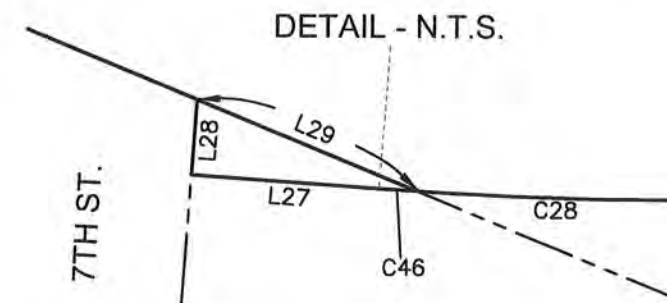
LEELYNN INC &
WILEY MT INC
191318-31539

PARCEL NO.	OWNERSHIP	EXISTING AREA	AREA TO BE ACQUIRED	REMAINING AREA	UTIL. EASEMENT AREA	CONST. EASEMENT AREA	NOTES
191318-24001	LEELYNN INC & WILEY MT INC	50,529±*	4,177± SF	46,352± SF	1,475± SF	7,373± SF	
191318-31539	LEELYNN INC & WILEY MT INC	165,528±*	93± SF	165,435± SF	376± SF	4,195± SF	
191318-21003	LEELYNN INC & WILEY MT INC	3,288,780±*	77,796± SF	3,210,984± SF	14,567± SF	70,201± SF	

* AREA PER YAKIMA COUNTY ASSESSOR'S OFFICE

CURVE	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C27	6°20'27"	650.00	71.93	S 64°27'31" W	71.90
C28	9°45'29"	449.46	76.55	N 66°10'02" E	76.46
C29	17°01'19"	366.50	108.88	N 63°02'30" E	108.48
C30	13°05'54"	1100.00	251.47	S 61°04'47" W	250.92
C46	0°30'24"	449.50	3.97	N 71°17'57" E	3.97

LINE	BEARING	LENGTH
L15	N 54°31'50" E	28.87
L16	N 00°08'31" W	6.72
L27	S 71°33'09" W	19.66
L28	N 18°28'14" W	7.82
L29	N 89°49'15" E	24.89



2803 River Road
Yakima, WA 98902
509.966.7000
Fax 509.965.3800
www.hlacivil.com

UPDATED R/W PER LOCHNER LAYOUT	11-1-16	JOB NUMBER:	11062	DATE:	10-28-16
UPDATED R/W PER LOCHNER LAYOUT	11-3-16	FILE NAMES:			
FINAL UPDATES (PH1/PH2)	11-14-16	DRAWING: SheetsROW.dwg			
		PLAN:	11062.dwg		
REVISION	DATE	DESIGNED BY:	TDF		
		ENTERED BY:	AJH		

CITY OF YAKIMA
BRAVO COMPANY BOULEVARD
RIGHT OF WAY PLANS

SHEET
5
OF
14

SW 1/4, NE 1/4, SEC. 18, T.13N., R.19E., W.M.

LEELYNN INC &
WILEY MT INC
191318-12001

R.O.S. 7752398

10' PUBLIC
UTILITY ESMT.

PROPOSED
109' R/W

56.50'

N 38°45'48" W

110.44'

PROPOSED
117.5' R/W

61.00'

C25

52+00

53+00

54+00

55+00

56+00

57+00

58+00

59+00

60+00

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345+00

City of Yakima
Bravo Company Blvd. – Right of Way
HLA Project 11062
November 10, 2016

Parcel no. 191318-21003

That part of the hereinafter described Parcel "D", described as follows:

Commencing at the Southeast corner of said Parcel "D";
Thence North $0^{\circ}17'05''$ West along the Easterly line of said Parcel "D" 321.06 feet to the Point of Beginning;
Thence South $74^{\circ}46'03''$ West 66.17 feet;
Thence North $20^{\circ}01'37''$ West 3.11 feet;
Thence South $68^{\circ}48'03''$ West 22.11 feet;
Thence South $67^{\circ}37'44''$ West 312.10 feet to the point of curvature of a curve concave to the Southeast and having a radius of 650.00 feet;
Thence Southwesterly along said curve consuming a central angle of $6^{\circ}20'27''$ an arc length of 71.93 feet;
Thence South $61^{\circ}17'17''$ West 121.26 feet to the point of curvature of a curve concave to the Northwest and having a radius of 449.46 feet;
Thence Southwesterly along said curve consuming a central angle of $9^{\circ}45'29''$ an arc length of 76.55 feet to the South line of said Parcel "D";
Thence South $89^{\circ}49'15''$ West along said South line 104.85 feet to the Southwest corner of said Parcel "D";
Thence North $0^{\circ}08'31''$ West along the West line of said Parcel "D" 52.95 feet;
Thence North $71^{\circ}33'09''$ East 60.43 feet to the point of curvature of a curve concave to the Northwest and having a radius of 366.50 feet;
Thence Northeasterly along said curve consuming a central angle of $17^{\circ}01'19''$ an arc length of 108.88 feet;
Thence North $54^{\circ}31'50''$ East 28.87 feet to the point of curvature of a curve concave to the Southeast and having a radius of 1100.00 feet;
Thence Northeasterly along said curve consuming a central angle of $13^{\circ}05'54''$ an arc length of 251.47 feet;
Thence North $67^{\circ}37'44''$ East 212.05 feet to the point of curvature of a curve concave to the Southeast and having a radius of 649.50 feet;
Thence Northeasterly along said curve consuming a central angle of $3^{\circ}13'06''$ 36.48 feet;
Thence North $19^{\circ}09'10''$ West 3.84 feet;
Thence North $74^{\circ}22'04''$ East 97.15 feet to the East line of said Parcel "D";
Thence South $0^{\circ}17'05''$ East along said East line 121.07 feet to the Point of Beginning.

Situate in Yakima County, Washington.

Parcel "D"

That portion of Tract 13, Park Addition to North Yakima, now Yakima, recorded in Volume "A" of Plats, Page 13, records of Yakima County, Washington and That portion of the North 1/2 of the Northwest 1/4 of Section 18, Township 13 North, Range 19, E.W.M., lying Southwesterly of SR82 as conveyed to the State of Washington for highway by instrument recorded February 6, 1959 under Auditor's File No. 1757605, described as follows:

Beginning 660 feet West of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 18, Township 13 North, Range 19, E.W.M.;;
thence East to the Northeast corner of the Northwest 1/4;
thence South 2640 feet to the Southeast corner of the Northwest 1/4;
thence West 737 feet;
thence North 524 feet;
thence North 8° West 1, 169 Feet;
thence West 992 feet to the Northwest corner of Tract 5 of the Park Addition to North Yakima, now Yakima recorded in Volume A of Plats, Page 13, records of t Yakima County, Washington;
thence North to the point of beginning,

EXCEPT that portion conveyed to the City of Yakima be deed recorded March 27, 1997 under Auditor's File No. 70044099 described as follow:

Beginning at the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of Section 18, Township 13 North, Range 19, E.W.M.;;
thence South 89°44'34" West in and along the Northerly Section Line of said Section 18, 660 feet;
thence South 0°11'50" East in and along a line which is also Easterly Right-of-way of North 4th Street, 100 feet to the true point of beginning;
thence South 89°44'34" East in and along a line parallel with said Northerly Section Line of Section 18, 55 feet;
thence South 0°11'50" East in and along a line parallel with said Easterly Right-of-Way of North 4th Street, 100 feet;
thence South 89°44'34" West in and along a line parallel with said Northerly Section Line of Section 18, 55 feet;
thence North 0°11'50' West in and along a line which is also the Easterly Right-of-Way of North 4th Street, 100 feet to the point of beginning,

AND EXCEPT that portion of the following described property lying in said North 1/2 of the Northwest 1/4 of Section 18, Township 13 North, Range 19, E.W.M., to wit:

Commencing at the Southeast corner of the Southwest 1/4 of Section 7, Township 13 North, Range 19, E.W.M.,
thence South 88°31'26" East along the South line of said Section 7, 1,833.07 feet to the point of beginning;

thence North 76°50'00" East 156.31 feet;
thence North 0°30'00" East 145.77 feet;
thence North 21°23'00" East 186.27 feet;
thence North 52°48'00" East 109.07 feet;
thence South 32°34'00" East 520.00 feet;
thence South 35°45'00" East 194.00 feet;
thence South 71°15'00" West 178.00 feet;
thence North 88°00'00" West 127.00 feet;
thence North 68°15'00" West 116.00 feet;
thence North 88°00'00" West 298.48 feet;
thence North 00°00'00" East 174.30 feet to the point of beginning,

AND

That portion of the Southeast 1/4 of the Southwest 1/4 of Section 7, Township 13 North, Range 19, E.W.M., lying Southwesterly of SR82 as conveyed to the State of Washington for highway by instrument recorded February 6, 1959, under Auditor's File No. 1757605, and the Northeasterly of the following described line;

Commencing at the Southeast corner of the Southwest 1/4 of said Section 7;
thence South 88°31'26" East along the South line of said Section 7, 1,833.07 feet to the point of beginning;
thence North 76°50'00" East 156.31 feet;
thence North 0°30'00" East 145.77 feet;
thence North 21°23'00" East 186.27 feet;
thence North 52°48'00" East 109.07 feet;
thence North 23°53'00" West 198.90 feet to the true point of beginning of the herein described line;
thence South 23°53'00" East 198.90 feet;
thence South 32°34'00" East 520.00 feet;
to the South line of said Southeast 1/4 of the Southwest 1/4 of Section 7, Township 13 North, Range 19, E.W.M., and the terminus of the herein described line.

City of Yakima
Bravo Company Blvd. – Right of Way
HLA Project 11062
November 14, 2016

Parcel no. 191318-21003 – (10' Public Utility Easement)

That part of the hereinafter described Parcel "D", described as follows, being a strip of land 10.00 feet in width the Northerly and Westerly line described as follows:

Commencing at the Southeast corner of said Parcel "D";
Thence North $0^{\circ}17'05''$ West along the Easterly line of said Parcel "D" 321.06 feet to the Point of Beginning of said line;
Thence South $74^{\circ}46'03''$ West 66.17 feet;
Thence North $20^{\circ}01'37''$ West 3.11 feet;
Thence South $68^{\circ}48'03''$ West 22.11 feet;
Thence South $67^{\circ}37'44''$ West 312.10 feet to the point of curvature of a curve concave to the Southeast and having a radius of 650.00 feet;
Thence Southwesterly along said curve consuming a central angle of $6^{\circ}20'27''$ an arc length of 71.93 feet;
Thence South $61^{\circ}17'17''$ West 121.26 feet to the point of curvature of a curve concave to the Northwest and having a radius of 449.46 feet;
Thence Southwesterly along said curve consuming a central angle of $9^{\circ}45'29''$ an arc length of 76.55 feet to the South line of said Parcel "D" and terminus of said line;

AND TOGETHER with that part of the hereinafter described Parcel "D", described as follows, being a strip of land 10.00 feet in width the Southerly and Easterly line described as follows:

Commencing at the Southwest corner of said Parcel "D";
Thence North $0^{\circ}08'31''$ West along the West line of said Parcel "D" 52.95 feet to the Point of Beginning of said line;
Thence North $71^{\circ}33'09''$ East 60.43 feet to the point of curvature of a curve concave to the Northwest and having a radius of 366.50 feet;
Thence Northeasterly along said curve consuming a central angle of $17^{\circ}01'19''$ an arc length of 108.88 feet;
Thence North $54^{\circ}31'50''$ East 28.87 feet to the point of curvature of a curve concave to the Southeast and having a radius of 1100.00 feet;
Thence Northeasterly along said curve consuming a central angle of $13^{\circ}05'54''$ an arc length of 251.47 feet;
Thence North $67^{\circ}37'44''$ East 212.05 feet to the point of curvature of a curve concave to the Southeast and having a radius of 649.50 feet;
Thence Northeasterly along said curve consuming a central angle of $3^{\circ}13'06''$ 36.48 feet;
Thence North $19^{\circ}09'10''$ West 3.84 feet;

Thence North 74°22'04" East 97.15 feet to the East line of said Parcel "D" and terminus of said line;

Parcel "D"

That portion of Tract 13, Park Addition to North Yakima, now Yakima, recorded in Volume "A" of Plats, Page 13, records of Yakima County, Washington and That portion of the North 1/2 of the Northwest 1/4 of Section 18, Township 13 North, Range 19, E.W.M., lying Southwesterly of SR82 as conveyed to the State of Washington for highway by instrument recorded February 6, 1959 under Auditor's File No. 1757605, described as follows:

Beginning 660 feet West of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 18, Township 13 North, Range 19, E.W.M.;;
thence East to the Northeast corner of the Northwest 1/4;
thence South 2640 feet to the Southeast corner of the Northwest 1/4;
thence West 737 feet;
thence North 524 feet;
thence North 8° West 1, 169 Feet;
thence West 992 feet to the Northwest corner of Tract 5 of the Park Addition to North Yakima, now Yakima recorded in Volume A of Plats, Page 13, records of t Yakima County, Washington;
thence North to the point of beginning,

EXCEPT that portion conveyed to the City of Yakima be deed recorded March 27, 1997 under Auditor's File No. 70044099 described as follow:

Beginning at the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of Section 18, Township 13 North, Range 19, E.W.M.;;
thence South 89°44'34" West in and along the Northerly Section Line of said Section 18, 660 feet;
thence South 0°11'50" East in and along a line which is also Easterly Right-of-way of North 4th Street, 100 feet to the true point of beginning;
thence South 89°44'34" East in and along a line parallel with said Northerly Section Line of Section 18, 55 feet;
thence South 0°11'50" East in and along a line parallel with said Easterly Right-of-Way of North 4th Street, 100 feet;
thence South 89°44'34" West in and along a line parallel with said Northerly Section Line of Section 18, 55 feet;
thence North 0°11'50' West in and along a line which is also the Easterly Right-of-Way of North 4th Street, 100 feet to the point of beginning,

AND EXCEPT that portion of the following described property lying in said North 1/2 of the Northwest 1/4 of Section 18, Township 13 North, Range 19, E.W.M., to wit:

Commencing at the Southeast corner of the Southwest 1/4 of Section 7, Township 13 North, Range 19, E.W.M.,

thence South 88°31'26" East along the South line of said Section 7, 1,833.07 feet to the point of beginning;
thence North 76°50'00" East 156.31 feet;
thence North 0°30'00" East 145.77 feet;
thence North 21°23'00" East 186.27 feet;
thence North 52°48'00" East 109.07 feet;
thence South 32°34'00" East 520.00 feet;
thence South 35°45'00" East 194.00 feet;
thence South 71°15'00" West 178.00 feet;
thence North 88°00'00" West 127.00 feet;
thence North 68°15'00" West 116.00 feet;
thence North 88°00'00" West 298.48 feet;
thence North 00°00'00" East 174.30 feet to the point of beginning,

AND

That portion of the Southeast 1/4 of the Southwest 1/4 of Section 7, Township 13 North, Range 19, E.W.M., lying Southwesterly of SR82 as conveyed to the State of Washington for highway by instrument recorded February 6, 1959, under Auditor's File No. 1757605, and the Northeasterly of the following described line;
Commencing at the Southeast corner of the Southwest 1/4 of said Section 7;
thence South 88°31'26" East along the South line of said Section 7, 1,833.07 feet to the point of beginning;
thence North 76°50'00" East 156.31 feet;
thence North 0°30'00" East 145.77 feet;
thence North 21°23'00" East 186.27 feet;
thence North 52°48'00" East 109.07 feet;
thence North 23°53'00" West 198.90 feet to the true point of beginning of the herein described line;
thence South 23°53'00" East 198.90 feet;
thence South 32°34'00" East 520.00 feet;
to the South line of said Southeast 1/4 of the Southwest 1/4 of Section 7, Township 13 North, Range 19, E.W.M., and the terminus of the herein described line.

City of Yakima
Bravo Company Blvd. – Right of Way
HLA Project 11062
November 14, 2016

Parcel no. 191318-21003 – (50' Temporary Construction Easement)

That part of the hereinafter described Parcel "D", described as follows, being a strip of land 50.00 feet in width the Northerly and Westerly line described as follows:

Commencing at the Southeast corner of said Parcel "D";
Thence North $0^{\circ}17'05''$ West along the Easterly line of said Parcel "D" 321.06 feet to the Point of Beginning of said line;
Thence South $74^{\circ}46'03''$ West 66.17 feet;
Thence North $20^{\circ}01'37''$ West 3.11 feet;
Thence South $68^{\circ}48'03''$ West 22.11 feet;
Thence South $67^{\circ}37'44''$ West 312.10 feet to the point of curvature of a curve concave to the Southeast and having a radius of 650.00 feet;
Thence Southwesterly along said curve consuming a central angle of $6^{\circ}20'27''$ an arc length of 71.93 feet;
Thence South $61^{\circ}17'17''$ West 121.26 feet to the point of curvature of a curve concave to the Northwest and having a radius of 449.46 feet;
Thence Southwesterly along said curve consuming a central angle of $9^{\circ}45'29''$ an arc length of 76.55 feet to the South line of said Parcel "D" and terminus of said line;

AND TOGETHER with that part of the hereinafter described Parcel "D", described as follows, being a strip of land 50.00 feet in width the Southerly and Easterly line described as follows:

Commencing at the Southwest corner of said Parcel "D";
Thence North $0^{\circ}08'31''$ West along the West line of said Parcel "D" 52.95 feet to the Point of Beginning of said line;
Thence North $71^{\circ}33'09''$ East 60.43 feet to the point of curvature of a curve concave to the Northwest and having a radius of 366.50 feet;
Thence Northeasterly along said curve consuming a central angle of $17^{\circ}01'19''$ an arc length of 108.88 feet;
Thence North $54^{\circ}31'50''$ East 28.87 feet to the point of curvature of a curve concave to the Southeast and having a radius of 1100.00 feet;
Thence Northeasterly along said curve consuming a central angle of $13^{\circ}05'54''$ an arc length of 251.47 feet;
Thence North $67^{\circ}37'44''$ East 212.05 feet to the point of curvature of a curve concave to the Southeast and having a radius of 649.50 feet;
Thence Northeasterly along said curve consuming a central angle of $3^{\circ}13'06''$ 36.48 feet;
Thence North $19^{\circ}09'10''$ West 3.84 feet;

Thence North 74°22'04" East 97.15 feet to the East line of said Parcel "D" and terminus of said line;

Parcel "D"

That portion of Tract 13, Park Addition to North Yakima, now Yakima, recorded in Volume "A" of Plats, Page 13, records of Yakima County, Washington and That portion of the North 1/2 of the Northwest 1/4 of Section 18, Township 13 North, Range 19, E.W.M., lying Southwesterly of SR82 as conveyed to the State of Washington for highway by instrument recorded February 6, 1959 under Auditor's File No. 1757605, described as follows:

Beginning 660 feet West of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 18, Township 13 North, Range 19, E.W.M.;;
thence East to the Northeast corner of the Northwest 1/4;
thence South 2640 feet to the Southeast corner of the Northwest 1/4;
thence West 737 feet;
thence North 524 feet;
thence North 8° West 1, 169 Feet;
thence West 992 feet to the Northwest corner of Tract 5 of the Park Addition to North Yakima, now Yakima recorded in Volume A of Plats, Page 13, records of t Yakima County, Washington;
thence North to the point of beginning,

EXCEPT that portion conveyed to the City of Yakima be deed recorded March 27, 1997 under Auditor's File No. 70044099 described as follow:

Beginning at the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of Section 18, Township 13 North, Range 19, E.W.M.;;
thence South 89°44'34" West in and along the Northerly Section Line of said Section 18, 660 feet;
thence South 0°11'50" East in and along a line which is also Easterly Right-of-way of North 4th Street, 100 feet to the true point of beginning;
thence South 89°44'34" East in and along a line parallel with said Northerly Section Line of Section 18, 55 feet;
thence South 0°11'50" East in and along a line parallel with said Easterly Right-of-Way of North 4th Street, 100 feet;
thence South 89°44'34" West in and along a line parallel with said Northerly Section Line of Section 18, 55 feet;
thence North 0°11'50' West in and along a line which is also the Easterly Right-of-Way of North 4th Street, 100 feet to the point of beginning,

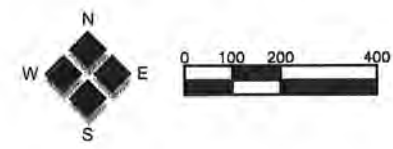
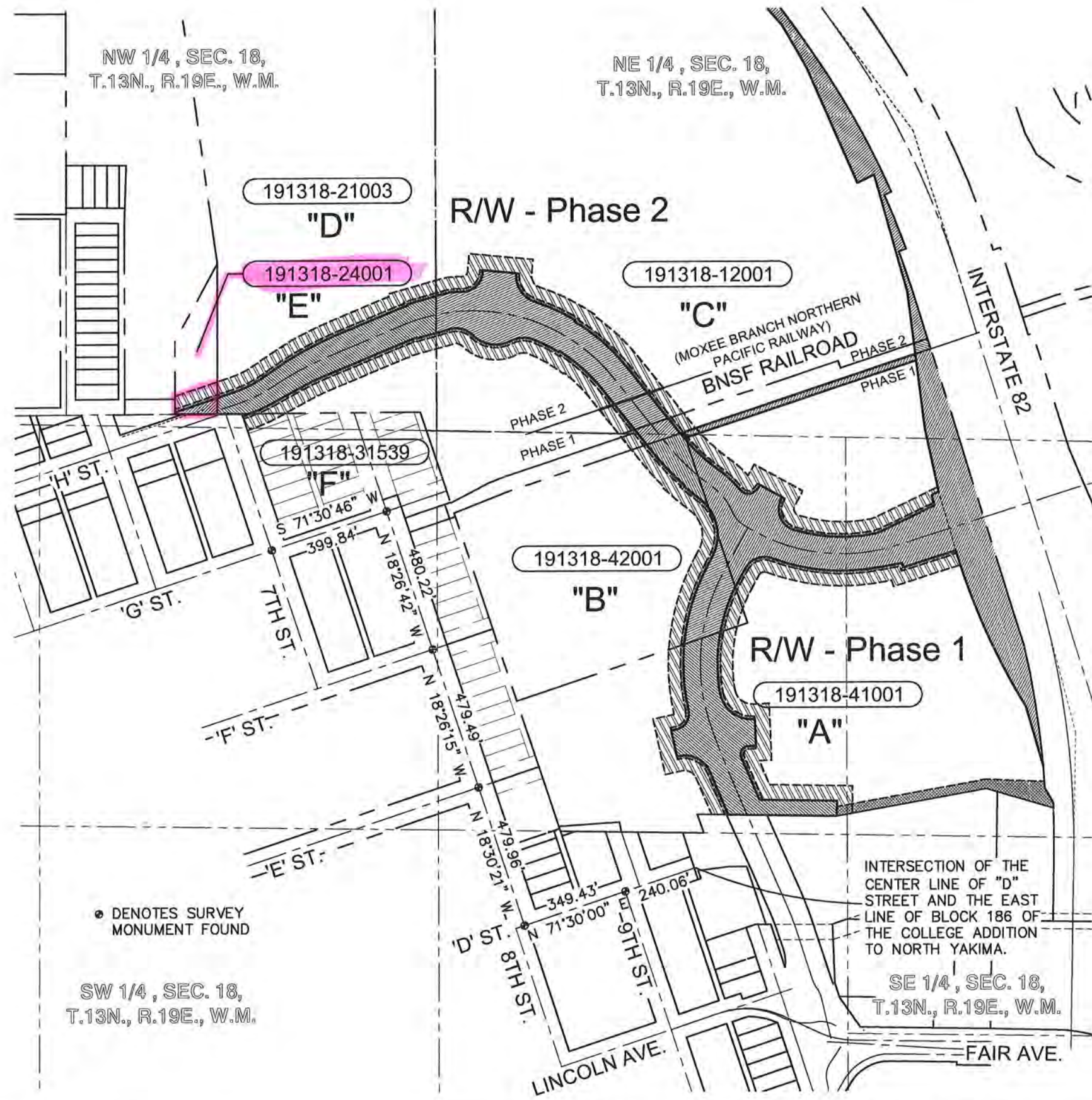
AND EXCEPT that portion of the following described property lying in said North 1/2 of the Northwest 1/4 of Section 18, Township 13 North, Range 19, E.W.M., to wit:

Commencing at the Southeast corner of the Southwest 1/4 of Section 7, Township 13 North, Range 19, E.W.M.,

thence South 88°31'26" East along the South line of said Section 7, 1,833.07 feet to the point of beginning;
thence North 76°50'00" East 156.31 feet;
thence North 0°30'00" East 145.77 feet;
thence North 21°23'00" East 186.27 feet;
thence North 52°48'00" East 109.07 feet;
thence South 32°34'00" East 520.00 feet;
thence South 35°45'00" East 194.00 feet;
thence South 71°15'00" West 178.00 feet;
thence North 88°00'00" West 127.00 feet;
thence North 68°15'00" West 116.00 feet;
thence North 88°00'00" West 298.48 feet;
thence North 00°00'00" East 174.30 feet to the point of beginning,

AND

That portion of the Southeast 1/4 of the Southwest 1/4 of Section 7, Township 13 North, Range 19, E.W.M., lying Southwesterly of SR82 as conveyed to the State of Washington for highway by instrument recorded February 6, 1959, under Auditor's File No. 1757605, and the Northeasterly of the following described line;
Commencing at the Southeast corner of the Southwest 1/4 of said Section 7;
thence South 88°31'26" East along the South line of said Section 7, 1,833.07 feet to the point of beginning;
thence North 76°50'00" East 156.31 feet;
thence North 0°30'00" East 145.77 feet;
thence North 21°23'00" East 186.27 feet;
thence North 52°48'00" East 109.07 feet;
thence North 23°53'00" West 198.90 feet to the true point of beginning of the herein described line;
thence South 23°53'00" East 198.90 feet;
thence South 32°34'00" East 520.00 feet;
to the South line of said Southeast 1/4 of the Southwest 1/4 of Section 7, Township 13 North, Range 19, E.W.M., and the terminus of the herein described line.



• DENOTES SURVEY MONUMENT FOUND

INTERSECTION OF THE CENTER LINE OF "D" STREET AND THE EAST LINE OF BLOCK 186 OF THE COLLEGE ADDITION TO NORTH YAKIMA.



2803 River Road
Yakima, WA 98902
509.966.7000
Fax 509.965.3800
www.hlacivil.com

UPDATED R/W PER LOCHNER LAYOUT	11-1-16	JOB NUMBER:	11062	DATE:	10-28-16
UPDATED R/W PER LOCHNER LAYOUT	11-3-16				
FINAL UPDATES (PH1/PH2)	11-14-16	FILE NAMES:			
		DRAWING: SheetsROW.dwg			
		PLAN: 11062.dwg			
REVISION	DATE	DESIGNED BY:		TDF	
		ENTERED BY:		AJH	

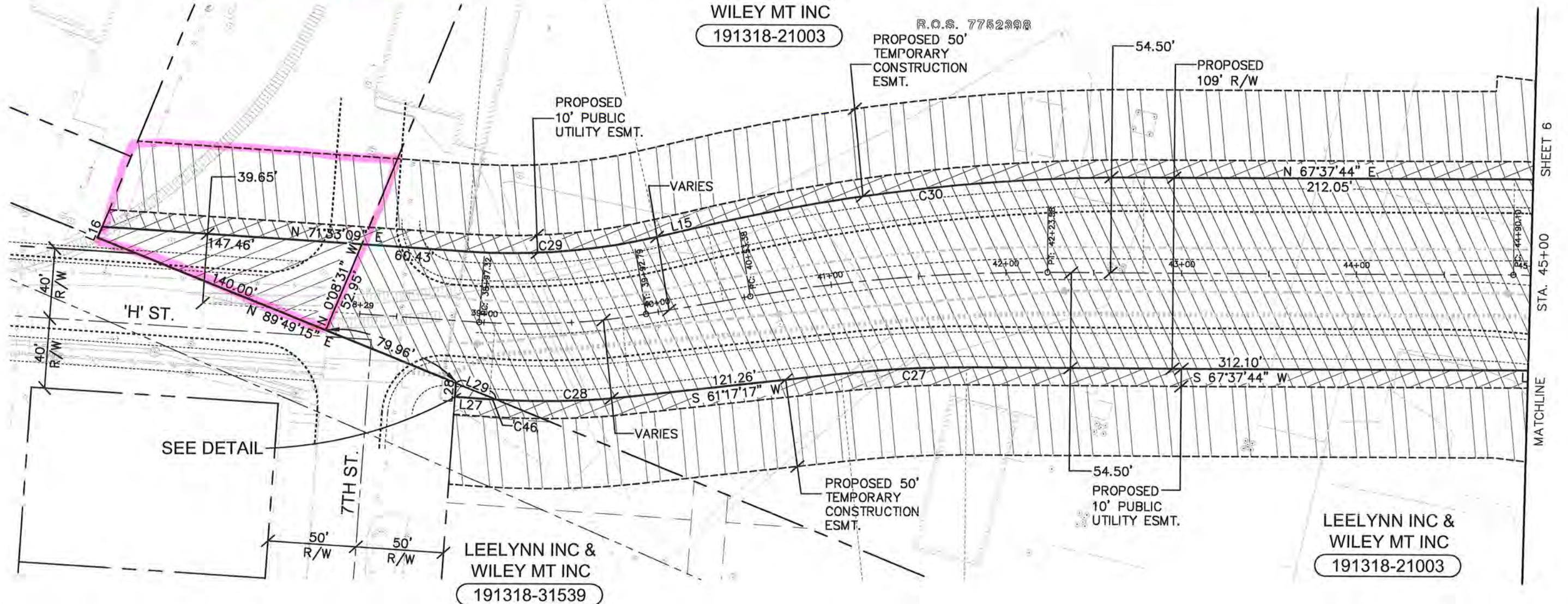
CITY OF YAKIMA
BRAVO COMPANY BOULEVARD
RIGHT OF WAY PLANS

SHEET
2
OF
14

LEELYNN INC &
WILEY MT INC
191318-24001

SE 1/4, NW 1/4, SEC. 18, T.13N., R.19E., W.M.

LEELYNN INC &
WILEY MT INC
191318-21003

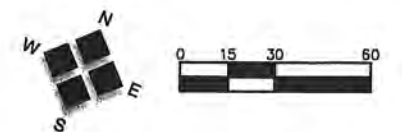
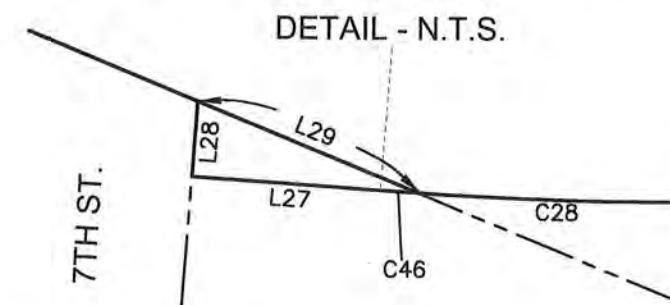


PARCEL NO.	OWNERSHIP	EXISTING AREA	AREA TO BE ACQUIRED	REMAINING AREA	UTIL. EASEMENT AREA	CONST. EASEMENT AREA	NOTES
191318-24001	LEELYNN INC & WILEY MT INC	50,529±*	4,177± SF	46,352± SF	1,475± SF	7,373± SF	
191318-31539	LEELYNN INC & WILEY MT INC	165,528±*	93± SF	165,435± SF	376± SF	4,195± SF	
191318-21003	LEELYNN INC & WILEY MT INC	3,288,780±*	77,796± SF	3,210,984± SF	14,567± SF	70,201± SF	

* AREA PER YAKIMA COUNTY ASSESSOR'S OFFICE

CURVE	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C27	6°20'27"	650.00	71.93	S 64°27'31" W	71.90
C28	9°45'29"	449.46	76.55	N 66°10'02" E	76.46
C29	17°01'19"	366.50	108.88	N 63°02'30" E	108.48
C30	13°05'54"	1100.00	251.47	S 61°04'47" W	250.92
C46	0°30'24"	449.50	3.97	N 71°17'57" E	3.97

LINE	BEARING	LENGTH
L15	N 54°31'50" E	28.87
L16	N 00°08'31" W	6.72
L27	S 71°33'09" W	19.66
L28	N 18°28'14" W	7.82
L29	N 89°49'15" E	24.89



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UPDATED R/W PER LOCHNER LAYOUT	11-1-16	JOB NUMBER:	11062	DATE:	10-28-16
UPDATED R/W PER LOCHNER LAYOUT	11-3-16	FILE NAMES:	DRAWING: SheetsROW.dwg PLAN: 11062.dwg		
FINAL UPDATES (PH1/PH2)	11-14-16	DESIGNED BY:	TDF	ENTERED BY:	AJH
REVISION	DATE				

CITY OF YAKIMA
BRAVO COMPANY BOULEVARD
RIGHT OF WAY PLANS

SHEET
5
OF
14

City of Yakima
Bravo Company Blvd. – Right of Way
HLA Project 11062
November 10, 2016

Parcel no. 191318-24001

That part of the hereinafter described Parcel "E", described as follows:

Beginning at the Southwest corner of said Parcel "E";
Thence North $0^{\circ}08'31''$ West along the West line of said Parcel "E" 6.72 feet;
Thence North $71^{\circ}33'09''$ East 147.46 feet to the East line of said Parcel "E";
Thence South $0^{\circ}08'31''$ East along said East line 52.95 feet to the South line of said Parcel "E";
Thence South $89^{\circ}49'15''$ West along said South line 140.00 feet to the Point of Beginning;

Situate in Yakima County, Washington.

Parcel "E"

All that portion of Lot 13, PARK ADDITION TO NORTH YAKIMA, NOW YAKIMA, recorded in Volume 'A' of Plats, Page 13, records of Yakima County, Washington described as follows:

Beginning at the Southeast corner of said Lot 13;
Thence North 480 feet;
Thence South 29° West 290 feet to the West line of the East 140 feet of said Lot 13;
Thence South 240 feet to the Southwest corner of the East 140 feet of said Lot 13;
Thence East 140 feet to the Point of Beginning;

Together with that portion of vacated 7th Street, if any, which would attach by operation of law.

City of Yakima
Bravo Company Blvd. – Right of Way
HLA Project 11062
November 14, 2016

Parcel no. 191318-24001 – (10' Public Utility Easement)

That part of the hereinafter described Parcel "E", being a strip of land 10.00 feet in width the Southerly line described as follows:

Commencing at the Southwest corner of said Parcel "E";
Thence North $0^{\circ}08'31''$ West along the West line of said Parcel "E" 6.72 feet to the Point of Beginning of said line;
Thence North $71^{\circ}33'09''$ East 147.46 feet to the East line of said Parcel "E" and terminus of said line;

Parcel "E"

All that portion of Lot 13, PARK ADDITION TO NORTH YAKIMA, NOW YAKIMA, recorded in Volume 'A' of Plats, Page 13, records of Yakima County, Washington described as follows:

Beginning at the Southeast corner of said Lot 13;
Thence North 480 feet;
Thence South 29° West 290 feet to the West line of the East 140 feet of said Lot 13;
Thence South 240 feet to the Southwest corner of the East 140 feet of said Lot 13;
Thence East 140 feet to the Point of Beginning;

Together with that portion of vacated 7th Street, if any, which would attach by operation of law.

City of Yakima
Bravo Company Blvd. – Right of Way
HLA Project 11062
November 14, 2016

Parcel no. 191318-24001 – (50' Temporary Construction Easement)

That part of the hereinafter described Parcel "E", being a strip of land 50.00 feet in width the Southerly line described as follows:

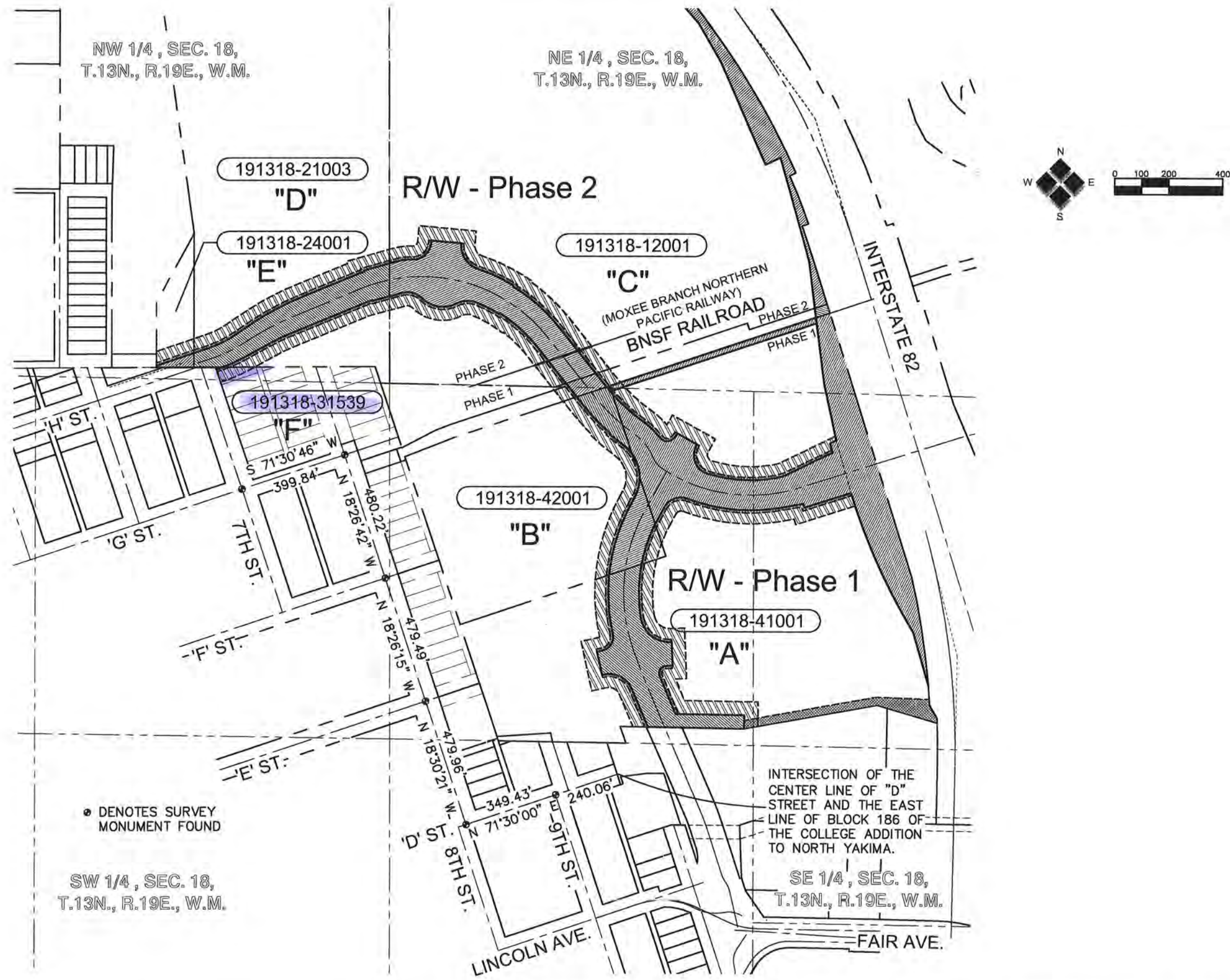
Commencing at the Southwest corner of said Parcel "E";
Thence North 0°08'31" West along the West line of said Parcel "E" 6.72 feet to the Point of Beginning of said line;
Thence North 71°33'09" East 147.46 feet to the East line of said Parcel "E" and terminus of said line;

Parcel "E"

All that portion of Lot 13, PARK ADDITION TO NORTH YAKIMA, NOW YAKIMA, recorded in Volume 'A' of Plats, Page 13, records of Yakima County, Washington described as follows:

Beginning at the Southeast corner of said Lot 13;
Thence North 480 feet;
Thence South 29°West 290 feet to the West line of the East 140 feet of said Lot 13;
Thence South 240 feet to the Southwest corner of the East 140 feet of said Lot 13;
Thence East 140 feet to the Point of Beginning;

Together with that portion of vacated 7th Street, if any, which would attach by operation of law.

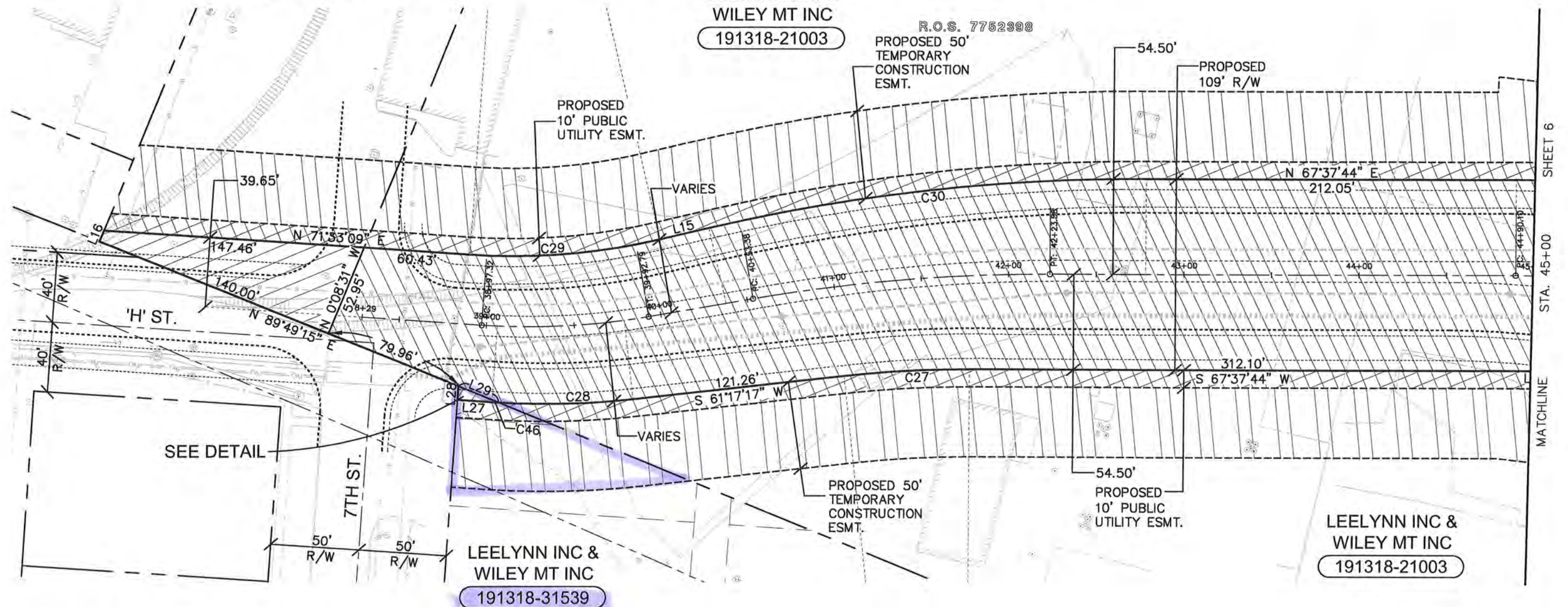


UPDATED R/W PER LOCHNER LAYOUT	11-1-16	JOB NUMBER:	DATE:
UPDATED R/W PER LOCHNER LAYOUT	11-3-16	11062	10-28-16
FINAL UPDATES (PH1/PH2)	11-14-16	FILE NAMES:	
		DRAWING: SheetsROW.dwg	
		PLAN: 11062.dwg	
		DESIGNED BY: TDF	
		ENTERED BY: AJH	
REVISION	DATE		

LEELYNN INC &
WILEY MT INC
191318-24001

SE 1/4, NW 1/4, SEC. 18, T.13N., R.19E., W.M.

LEELYNN INC &
WILEY MT INC
191318-21003

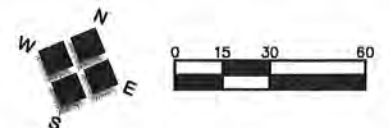
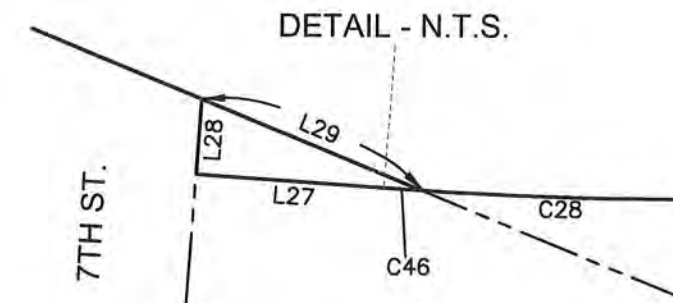


PARCEL NO.	OWNERSHIP	EXISTING AREA	AREA TO BE ACQUIRED	REMAINING AREA	UTIL. EASEMENT AREA	CONST. EASEMENT AREA	NOTES
191318-24001	LEELYNN INC & WILEY MT INC	50,529±*	4,177± SF	46,352± SF	1,475± SF	7,373± SF	
191318-31539	LEELYNN INC & WILEY MT INC	165,528±*	93± SF	165,435± SF	376± SF	4,195± SF	
191318-21003	LEELYNN INC & WILEY MT INC	3,288,780±*	77,796± SF	3,210,984± SF	14,567± SF	70,201± SF	

* AREA PER YAKIMA COUNTY ASSESSOR'S OFFICE

CURVE	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C27	6°20'27"	650.00	71.93	S 64°27'31" W	71.90
C28	9°45'29"	449.46	76.55	N 66°10'02" E	76.46
C29	17°01'19"	366.50	108.88	N 63°02'30" E	108.48
C30	13°05'54"	1100.00	251.47	S 61°04'47" W	250.92
C46	0°30'24"	449.50	3.97	N 71°17'57" E	3.97

LINE	BEARING	LENGTH
L15	N 54°31'50" E	28.87
L16	N 00°08'31" W	6.72
L27	S 71°33'09" W	19.66
L28	N 18°28'14" W	7.82
L29	N 89°49'15" E	24.89



2803 River Road
Yakima, WA 98902
509.966.7000
Fax 509.965.3800
www.hlacivil.com

UPDATED R/W PER LOCHNER LAYOUT	11-1-16	JOB NUMBER:	11062	DATE:	10-28-16
UPDATED R/W PER LOCHNER LAYOUT	11-3-16	FILE NAMES:	DRAWING: SheetsROW.dwg		
FINAL UPDATES (PH1/PH2)	11-14-16	PLAN:	11062.dwg		
DESIGNED BY:	TDF	ENTERED BY:	AJH		
REVISION	DATE				

CITY OF YAKIMA
BRAVO COMPANY BOULEVARD
RIGHT OF WAY PLANS

SHEET
5
OF
14

City of Yakima
Bravo Company Blvd. – Right of Way
HLA Project 11062
November 10, 2016

Parcel no. 191318-31539

That part of the hereinafter described Parcel "F", described as follows:

Beginning at the Northwest corner of said Parcel "F";
Thence North 89°49'15" East along the North line of said Parcel "F" 24.89 feet;
Thence South 71°33'09" West 19.66 feet to the West line of said Parcel "F";
Thence North 18°28'14" West along said West line 7.82 feet to the Point of Beginning;

Situate in Yakima County, Washington.

Parcel "F"

Lots 1-16, Block 143 and Lots 11-16, Block 163, COLLEGE ADDITION TO THE CITY OF NORTH YAKIMA, NOW YAKIMA, as recorded in Volume 'A' of Plats, Page 43, records of Yakima County, Washington.

Together with that portion of vacated streets and alleys, if any, accruing thereof.

City of Yakima
Bravo Company Blvd. – Right of Way
HLA Project 11062
November 14, 2016

Parcel no. 191318-31539 – (10' Public Utility Easement)

That part of the hereinafter described Parcel "F", being a strip of land 10.00 feet in width the Northerly line described as follows:

Beginning at the Northwest corner of said Parcel "F";
Thence South 18°28'14" East along the West line of said Parcel "F" 7.82 feet to the Point of Beginning;

Thence North 71°33'09" East 19.66 feet to the North line of said Parcel "F" and terminus of said line;

Parcel "F"

Lots 1-16, Block 143 and Lots 11-16, Block 163, COLLEGE ADDITION TO THE CITY OF NORTH YAKIMA, NOW YAKIMA, as recorded in Volume 'A' of Plats, Page 43, records of Yakima County, Washington.

Together with that portion of vacated streets and alleys, if any, accruing thereof.

City of Yakima
Bravo Company Blvd. – Right of Way
HLA Project 11062
November 14, 2016

Parcel no. 191318-31539 – (50' Temporary Construction Easement)

That part of the hereinafter described Parcel "F", being a strip of land 50.00 feet in width the Northerly line described as follows:

Beginning at the Northwest corner of said Parcel "F";
Thence South 18°28'14" East along the West line of said Parcel "F" 7.82 feet to the Point of Beginning;

Thence North 71°33'09" East 19.66 feet to the North line of said Parcel "F" and terminus of said line;

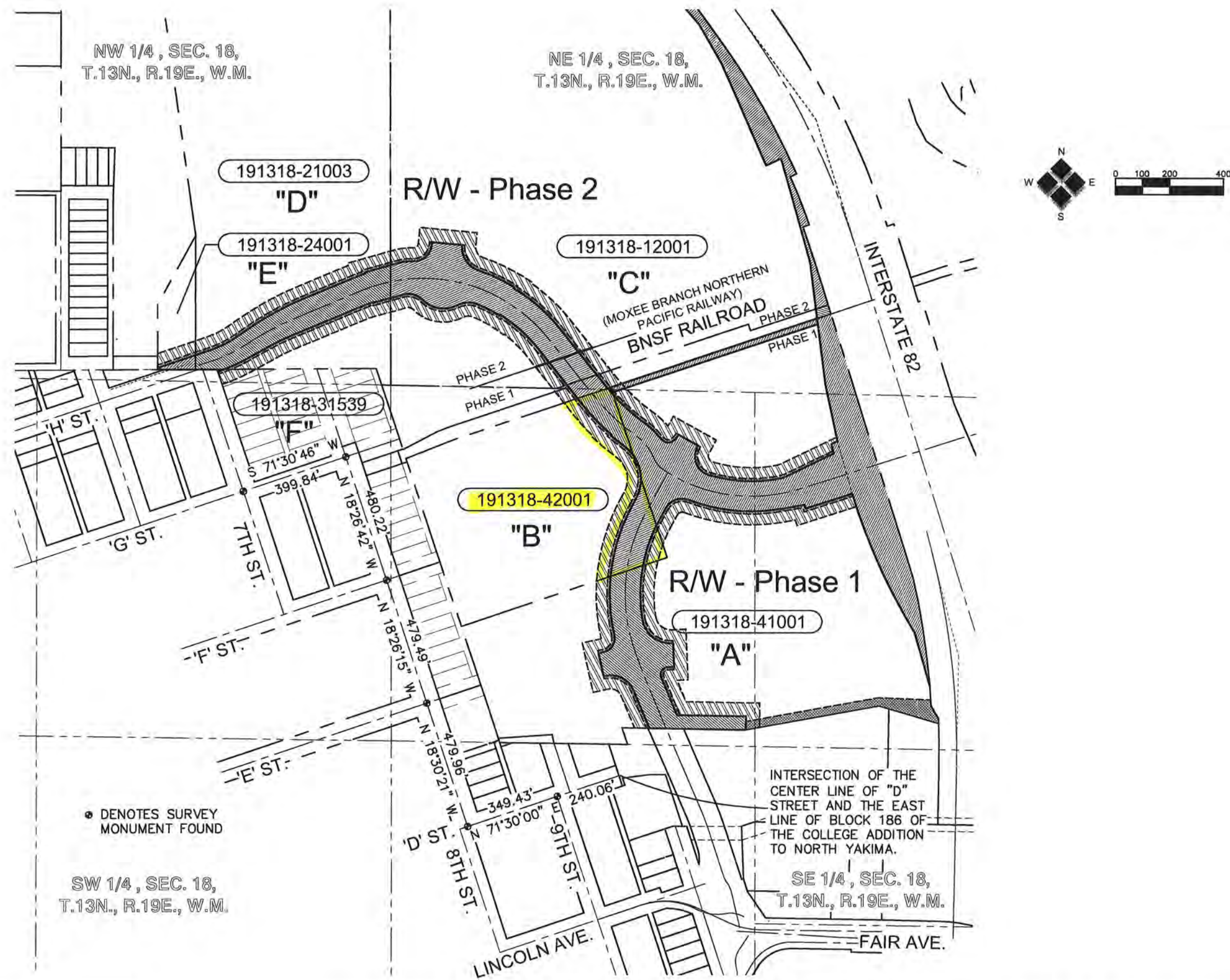
Parcel "F"

Lots 1-16, Block 143 and Lots 11-16, Block 163, COLLEGE ADDITION TO THE CITY OF NORTH YAKIMA, NOW YAKIMA, as recorded in Volume 'A' of Plats, Page 43, records of Yakima County, Washington.

Together with that portion of vacated streets and alleys, if any, accruing thereof.

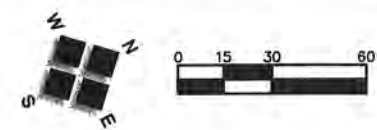
EXHIBIT D

PLYWOOD PLANT ROW PROPERTY,
PLYWOOD PLANT PROPERTY UTILITY EASEMENT AREA, AND
PLYWOOD PLANT PROPERTY TEMPORARY CONSTRUCTION EASEMENT AREA
LEGAL DESCRIPTIONS



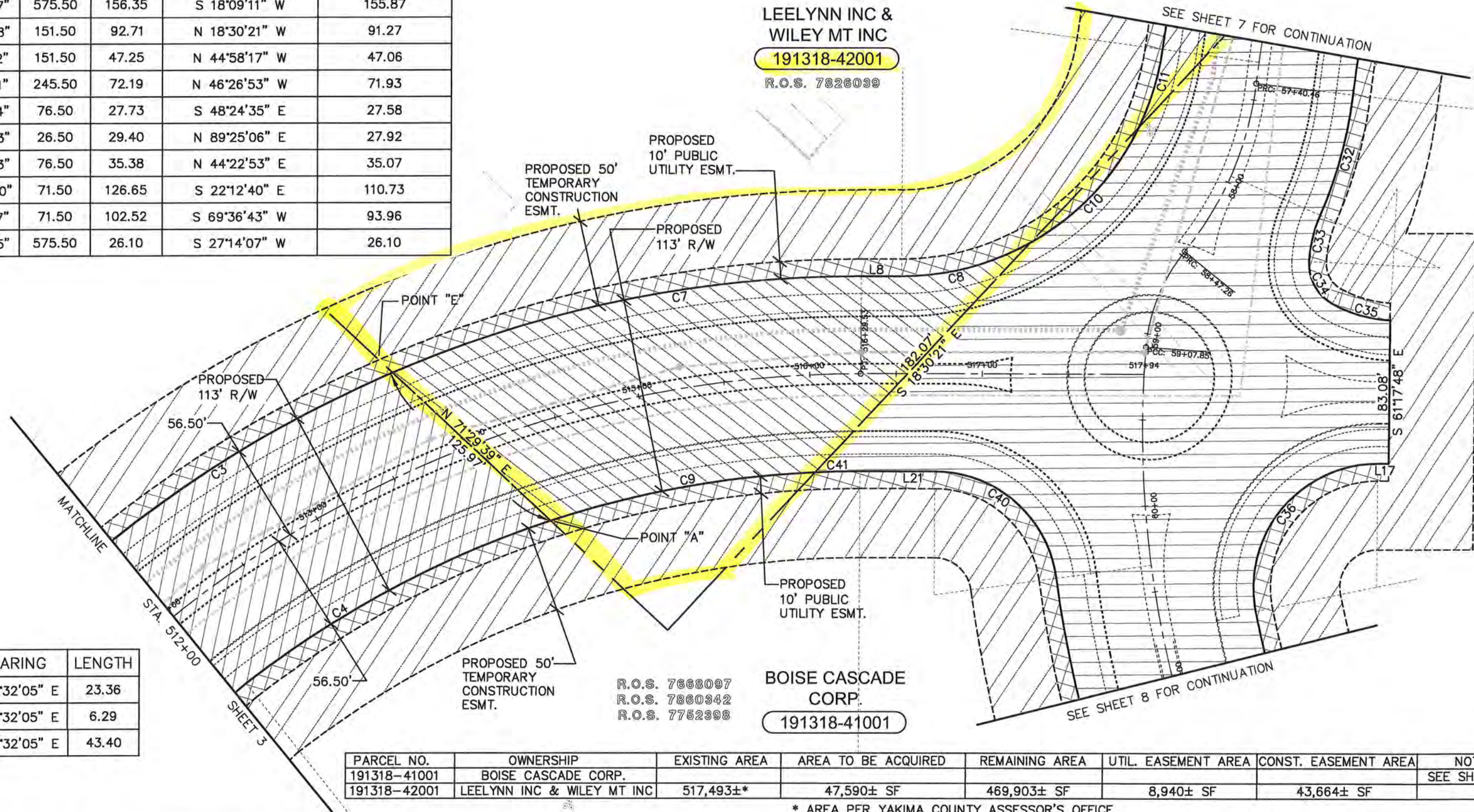
UPDATED R/W PER LOCHNER LAYOUT	11-1-16	JOB NUMBER:	11062	DATE:	10-28-16
UPDATED R/W PER LOCHNER LAYOUT	11-3-16	FILE NAMES:			
FINAL UPDATES (PH1/PH2)	11-14-16	DRAWING:	SheetsROW.dwg		
		PLAN:	11062.dwg		
		DESIGNED BY:	TDF		
REVISION	DATE	ENTERED BY:	AJH		

CURVE	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C3	18°16'57"	688.50	219.69	S 03°50'24" E	218.76
C4	19°56'29"	575.50	200.30	S 00°23'58" W	199.29
C7	23°14'00"	688.50	279.19	S 16°55'04" W	277.28
C8	29°30'37"	151.50	78.03	N 13°46'46" E	77.17
C9	15°33'57"	575.50	156.35	S 18°09'11" W	155.87
C10	35°03'38"	151.50	92.71	N 18°30'21" W	91.27
C11	17°52'12"	151.50	47.25	N 44°58'17" W	47.06
C32	16°50'51"	245.50	72.19	N 46°26'53" W	71.93
C33	20°46'14"	76.50	27.73	S 48°24'35" E	27.58
C34	63°34'23"	26.50	29.40	N 89°25'06" E	27.92
C35	26°30'03"	76.50	35.38	N 44°22'53" E	35.07
C36	101°29'30"	71.50	126.65	S 22°12'40" E	110.73
C40	82°09'17"	71.50	102.52	S 69°36'43" W	93.96
C41	2°35'55"	575.50	26.10	S 27°14'07" W	26.10



SE 1/4, SEC. 18,
T.13N., R.19E., W.M.

LEELYNN INC &
WILEY MT INC
191318-42001
R.O.S. 7826039



LINE	BEARING	LENGTH
L8	N 28°32'05" E	23.36
L17	N 28°32'05" E	6.29
L21	N 28°32'05" E	43.40

R.O.S. 7668097
R.O.S. 7860342
R.O.S. 7752398

BOISE CASCADE
CORP.
191318-41001

PARCEL NO.	OWNERSHIP	EXISTING AREA	AREA TO BE ACQUIRED	REMAINING AREA	UTIL. EASEMENT AREA	CONST. EASEMENT AREA	NOTES
191318-41001	BOISE CASCADE CORP.						SEE SHEET 3
191318-42001	LEELYNN INC & WILEY MT INC	517,493±*	47,590± SF	469,903± SF	8,940± SF	43,664± SF	

* AREA PER YAKIMA COUNTY ASSESSOR'S OFFICE



Engineering and Land Surveying, Inc.

2803 River Road
Yakima, WA 98902
509.966.7000
Fax 509.965.3800
www.hlacivil.com

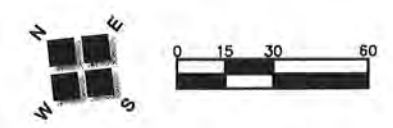
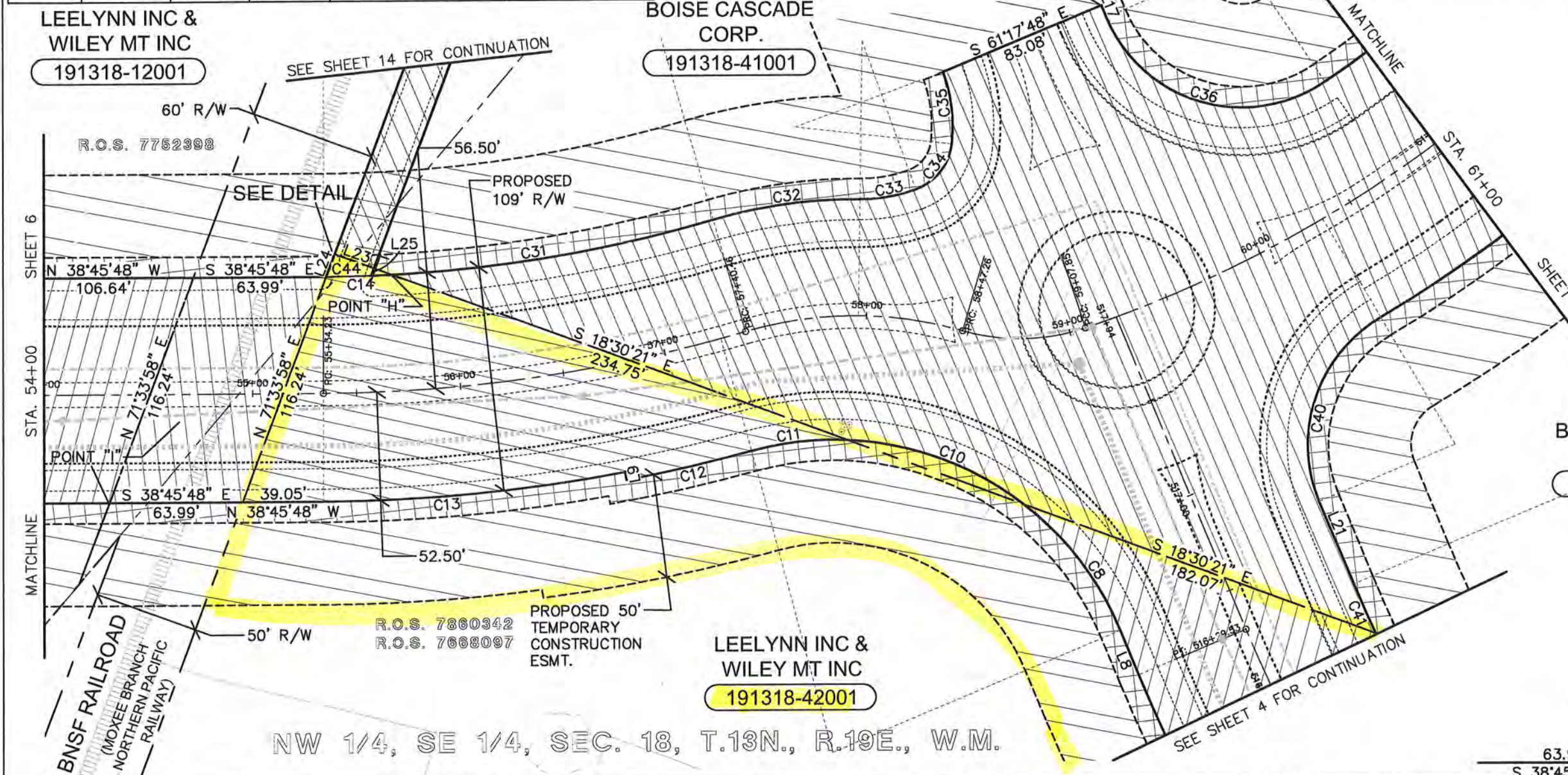
UPDATED R/W PER LOCHNER LAYOUT	11-1-16	JOB NUMBER: 11062	DATE: 10-28-16
UPDATED R/W PER LOCHNER LAYOUT	11-3-16		
FINAL UPDATES (PH1/PH2)	11-14-16	FILE NAMES:	
		DRAWING: SheetsROW.dwg	
		PLAN: 11062.dwg	
		DESIGNED BY: TDF	
		ENTERED BY: AJH	
REVISION	DATE		

CITY OF YAKIMA
BRAVO COMPANY BOULEVARD
RIGHT OF WAY PLANS

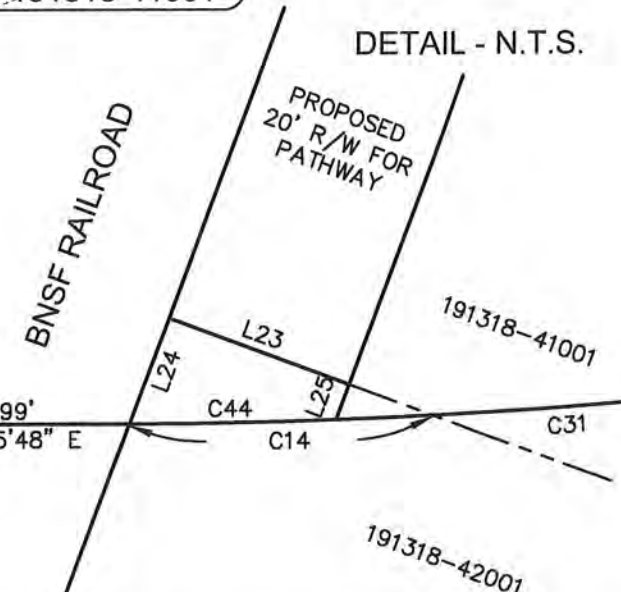
CURVE	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C8	29°30'37"	151.50	78.03	N 13°46'46" E	77.17
C10	35°03'38"	151.50	92.71	N 18°30'21" W	91.27
C11	17°52'12"	151.50	47.25	N 44°58'17" W	47.06
C12	4°30'32"	790.00	62.17	S 51°39'07" E	62.15
C13	10°38'03"	786.00	145.88	S 44°04'49" E	145.67
C14	2°40'29"	677.00	31.60	S 40°12'48" E	31.60
C31	13°19'16"	677.00	157.40	S 48°12'41" E	157.05
C32	16°50'51"	245.50	72.19	N 46°26'53" W	71.93

CURVE	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C33	20°46'14"	76.50	27.73	S 48°24'35" E	27.58
C34	63°34'23"	26.50	29.40	N 89°25'06" E	27.92
C35	26°30'03"	76.50	35.38	N 44°22'53" E	35.07
C36	101°29'30"	71.50	126.65	S 22°12'40" E	110.73
C40	82°09'17"	71.50	102.52	S 69°36'43" W	93.96
C41	2°35'55"	575.50	26.10	S 27°14'07" W	26.10
C44	1°49'03"	677.00	21.47	S 39°47'05" E	21.47

LINE	BEARING	LENGTH
L8	N 28°32'05" E	23.36
L9	S 40°36'09" W	4.00
L17	N 28°32'05" E	6.29
L21	N 28°32'05" E	43.40
L23	N 18°30'21" W	20.00
L24	S 71°33'58" W	11.69
L25	N 71°33'58" E	3.90



BOISE CASCADE CORP.
191318-41001



PARCEL NO.	OWNERSHIP	EXISTING AREA	AREA TO BE ACQUIRED	REMAINING AREA	UTIL. EASEMENT AREA	CONST. EASEMENT AREA	NOTES
191318-12001	LEELYNN INC & WILEY MT INC						SEE SHEET 6
191318-41001	LEELYNN INC & WILEY MT INC						SEE SHEET 3
191318-42001	LEELYNN INC & WILEY MT INC						SEE SHEET 4
	BNSF RAILWAY				10,045± SF**	13,138± SF	

* AREA PER YAKIMA COUNTY ASSESSOR'S OFFICE ** INCLUDES ROADWAY AND UTILITY EASEMENT

2803 River Road
Yakima, WA 98902
509.966.7000
Fax 509.965.3800
www.hlacivil.com

UPDATED R/W PER LOCHNER LAYOUT	11-1-16
UPDATED R/W PER LOCHNER LAYOUT	11-3-16
FINAL UPDATES (PH1/PH2)	11-14-16
REVISION	DATE

JOB NUMBER: 11062 DATE: 10-28-16

FILE NAMES:
DRAWING: SheetsROW.dwg
PLAN: 11062.dwg

DESIGNED BY: TDF
ENTERED BY: AJH

CITY OF YAKIMA

BRAVO COMPANY BOULEVARD

RIGHT OF WAY PLANS

SHEET
7
OF
14

City of Yakima
Bravo Company Blvd. – Right of Way
HLA Project 11062
November 9, 2016

Parcel no. 191318-42001

That part of the hereinafter described Parcel "B", described as follows:

Commencing at the Northeast corner of said Parcel "B";
Thence South $71^{\circ}33'58''$ West along the North line thereof 11.69 feet to a point on a curve concave to the Northeast, center of said curve bearing North $51^{\circ}07'27''$ East 677.00 feet, said point being the Point of Beginning;
Thence Southeasterly along said curve consuming a central angle of $2^{\circ}40'29''$ an arc length of 31.60 feet to the Easterly line of said Parcel "B";
Thence South $18^{\circ}30'21''$ East along said Easterly line 234.75 feet to a point on a curve concave to the West, center of said curve bearing South $53^{\circ}57'50''$ West 151.50 feet;
Thence Northwesterly along said curve consuming a central angle of $17^{\circ}52'11''$ an arc length of 47.25 feet to the beginning of a reverse curve concave to the Northeast, said curve having a radius of 790.00 feet;
Thence Northwesterly along said curve consuming a central angle of $4^{\circ}30'32''$ an arc length of 62.17 feet;
Thence North $40^{\circ}36'09''$ East 4.00 feet to a point on a curve concave to the Northeast, center of said curve bearing North $40^{\circ}36'09''$ East 786.00 feet;
Thence Northwesterly along said curve consuming a central angle of $10^{\circ}38'03''$ an arc length 145.88 feet;
Thence North $38^{\circ}45'48''$ West 39.05 feet to the North line of said Parcel "B";
Thence North $71^{\circ}33'58''$ East along said North line 116.24 feet to the Point of Beginning.

AND TOGETHER with that part of the hereinafter described Parcel "B", described as follows:

Commencing at the Northeast corner of said Parcel "B";
Thence South $71^{\circ}33'58''$ West along the North line thereof 11.69 feet to a point on a curve concave to the Northeast, center of said curve bearing North $51^{\circ}07'27''$ East 677.00 feet;
Thence Southeasterly along said curve consuming a central angle of $2^{\circ}40'29''$ an arc length of 31.60 feet to the Easterly line of said Parcel "B";
Thence South $18^{\circ}30'21''$ East along said Easterly line 234.75 feet to a point on a curve concave to the West, center of said curve bearing South $53^{\circ}57'50''$ West 151.50 feet;
Thence Southeasterly along said curve consuming a central angle of $35^{\circ}03'38''$ an arc length of 92.71 feet to the Easterly line of said Parcel "B" and the Point of Beginning;
Thence South $18^{\circ}30'21''$ East along said Easterly line 182.07 feet to a point on a curve concave to the East, center of said curve bearing South $64^{\circ}03'51''$ East 575.50 feet;

Thence Southerly along said curve consuming a central angle of $15^{\circ}33'57''$ an arc length of 156.35 feet to the Southerly line of said Parcel "B";

Thence South $71^{\circ}29'39''$ West along said Southerly line 125.97 feet to a point on a curve concave to the East, center of said curve bearing South $84^{\circ}41'56''$ East 688.50 feet;

Thence Northerly along said curve consuming a central angle of $23^{\circ}14'00''$ an arc length of 279.19 feet;

Thence North $28^{\circ}32'05''$ East 23.36 feet to the point of curvature of a curve concave to the West, said curve having a radius of 151.50 feet;

Thence Northerly along said curve consuming a central angle of $29^{\circ}30'37''$ an arc length of 78.03 feet to the Point of Beginning;

AND TOGETHER with that part of the hereinafter described Parcel "B", being a strip of land 20.00 in width and described as follows:

Beginning at the Northeast corner of said Parcel "B";

Thence South $71^{\circ}33'58''$ West along the North line thereof 11.69 feet to a point on a curve concave to the Northeast, center of said curve bearing North $51^{\circ}07'27''$ East 677.00 feet;

Thence Southeasterly along said curve consuming a central angle of $1^{\circ}49'03''$ an arc length of 21.47 feet to a point that is 20.00 feet Southerly of the North line of said Parcel "B" as measured perpendicular thereto;

Thence North $71^{\circ}33'58''$ East parallel to said North line 3.90 feet to the Easterly line of said Parcel "B";

Thence North $18^{\circ}30'21''$ West along said East line 20.00 feet to the Point of Beginning;

Parcel "B"

All that part of the Northwest quarter of the Southeast quarter of Section 18, Township 13 North, Range 19 East, W.M., described as follows:

Beginning at the intersection of the Southerly right of way line of the Moxee Branch of the Northern Pacific Railway Company and the Easterly right of way line of the alley on the Northeasterly side of Block 164, COLLEGE ADDITION TO NORTH YAKIMA, W.T. (NOW YAKIMA, WASHINGTON), as recorded in Volume 'A' of Plats, Page 22, records of Yakima County, Washington;

Thence South $18^{\circ}27'$ East along said alley right of way 653.40 feet;

Thence North $71^{\circ}33'$ East 800 feet;

Thence North $18^{\circ}27'$ West 653.40 feet to the Southerly right of way line of said railway;

Thence South $71^{\circ}33'$ West along said railway right of way line 800 feet to the Point of Beginning.

City of Yakima
Bravo Company Blvd. – Right of Way
HLA Project 11062
November 14, 2016

Parcel no. 191318-42001 – (10' Public Utility Easement)

That part of the hereinafter described Parcel "B", being a strip of land 10.00 feet in width the Northerly and Easterly line described as follows:

Commencing at the Northeast corner of said Parcel "B";
Thence South $71^{\circ}33'58''$ West along the North line thereof 127.93 to the Point of Beginning of said line;
Thence South $38^{\circ}45'48''$ East 39.05 feet to the point of curvature of a curve concave to the Northeast and having a radius of 786.00 feet;
Thence Southeasterly along said curve consuming a central angle of $10^{\circ}38'03''$ and arc length of 145.88 feet;
Thence South $40^{\circ}36'09''$ West 4.00 feet to a point on a curve concave to the Northeast, center of said curve bearing North $40^{\circ}36'09''$ East 790.00 feet;
Thence Southeasterly along said curve consuming a central angle of $4^{\circ}30'32''$ an arc length of 62.17 feet to the beginning of a reverse curve concave to the Southwest said curve having a radius of 151.50 feet;
Thence Southerly along said curve consuming a central angle of $82^{\circ}26'27''$ an arc length of 217.99 feet;
Thence South $28^{\circ}32'05''$ West 23.36 feet to the point of curvature of a curve concave to the Southeast and having a radius of 688.50 feet;
Thence Southwesterly along said curve consuming a central angle of $23^{\circ}14'00''$ an arc length of 279.19 feet to the Southerly line of said Parcel "B", said Point hereinafter referred to as Point "E" and terminus of said line;

AND TOGETHER with that part of the hereinafter described Parcel "B", being a strip of land 10.00 feet in width the Westerly line described as follows:

Commencing at the aforementioned Point "E";
Thence North $71^{\circ}29'39''$ East along the Southerly line of said Parcel "B" 125.97 feet to a point on a curve concave to the Southeast, said point being the Point of Beginning of said line, center of said curve bearing South $79^{\circ}37'47''$ East 575.50 feet;
Thence Northeasterly along said curve consuming a central angle of $15^{\circ}33'57''$ an arc length of 156.35 feet to the Easterly line of said Parcel "B" and terminus of said line;

AND TOGETHER with that part of the hereinafter described Parcel "B", being a strip of land 10.00 feet in width the Southerly and Westerly line described as follows:

Commencing at the Northeast corner of said Parcel "B";

Thence South $71^{\circ}33'58''$ West along the North line thereof 11.69 feet to a point on a curve concave to the Northeast, said point being the Point of Beginning of said line, center of said curve bearing North $51^{\circ}07'27''$ East 677.00 feet;
Thence Southeasterly along said curve consuming a central angle of $2^{\circ}40'29''$ an arc length of 31.60 feet to the Easterly line of said Parcel "B" and terminus of said line.

Parcel "B"

All that part of the Northwest quarter of the Southeast quarter of Section 18, Township 13 North, Range 19 East, W.M., described as follows:

Beginning at the intersection of the Southerly right of way line of the Moxee Branch of the Northern Pacific Railway Company and the Easterly right of way line of the alley on the Northeasterly side of Block 164, COLLEGE ADDITION TO NORTH YAKIMA, W.T. (NOW YAKIMA, WASHINGTON), as recorded in Volume 'A' of Plats, Page 22, records of Yakima County, Washington;

Thence South $18^{\circ}27'$ East along said alley right of way 653.40 feet;

Thence North $71^{\circ}33'$ East 800 feet;

Thence North $18^{\circ}27'$ West 653.40 feet to the Southerly right of way line of said railway;

Thence South $71^{\circ}33'$ West along said railway right of way line 800 feet to the Point of Beginning.

City of Yakima
Bravo Company Blvd. – Right of Way
HLA Project 11062
November 14, 2016

Parcel no. 191318-42001 – (50' Temporary Construction Easement)

That part of the hereinafter described Parcel "B", being a strip of land 50.00 feet in width the Northerly and Easterly line described as follows:

Commencing at the Northeast corner of said Parcel "B";
Thence South $71^{\circ}33'58''$ West along the North line thereof 127.93 to the Point of Beginning of said line;
Thence South $38^{\circ}45'48''$ East 39.05 feet to the point of curvature of a curve concave to the Northeast and having a radius of 786.00 feet;
Thence Southeasterly along said curve consuming a central angle of $10^{\circ}38'03''$ and arc length of 145.88 feet;
Thence South $40^{\circ}36'09''$ West 4.00 feet to a point on a curve concave to the Northeast, center of said curve bearing North $40^{\circ}36'09''$ East 790.00 feet;
Thence Southeasterly along said curve consuming a central angle of $4^{\circ}30'32''$ an arc length of 62.17 feet to the beginning of a reverse curve concave to the Southwest said curve having a radius of 151.50 feet;
Thence Southerly along said curve consuming a central angle of $82^{\circ}26'27''$ an arc length of 217.99 feet;
Thence South $28^{\circ}32'05''$ West 23.36 feet to the point of curvature of a curve concave to the Southeast and having a radius of 688.50 feet;
Thence Southwesterly along said curve consuming a central angle of $23^{\circ}14'00''$ an arc length of 279.19 feet to the Southerly line of said Parcel "B", said Point hereinafter referred to as Point "E" and terminus of said line;

AND TOGETHER with that part of the hereinafter described Parcel "B", being a strip of land 50.00 feet in width the Westerly line described as follows:

Commencing at the aforementioned Point "E";
Thence North $71^{\circ}29'39''$ East along the Southerly line of said Parcel "B" 125.97 feet to a point on a curve concave to the Southeast, said point being the Point of Beginning of said line, center of said curve bearing South $79^{\circ}37'47''$ East 575.50 feet;
Thence Northeasterly along said curve consuming a central angle of $15^{\circ}33'57''$ an arc length of 156.35 feet to the Easterly line of said Parcel "B" and terminus of said line;

Parcel "B"

All that part of the Northwest quarter of the Southeast quarter of Section 18, Township 13 North, Range 19 East, W.M., described as follows:

Beginning at the intersection of the Southerly right of way line of the Moxee Branch of the Northern Pacific Railway Company and the Easterly right of way line of the alley on the Northeasterly side of Block 164, COLLEGE ADDITION TO NORTH YAKIMA, W.T. (NOW YAKIMA, WASHINGTON), as recorded in Volume 'A' of Plats, Page 22, records of Yakima County, Washington;

Thence South $18^{\circ}27'$ East along said alley right of way 653.40 feet;

Thence North $71^{\circ}33'$ East 800 feet;

Thence North $18^{\circ}27'$ West 653.40 feet to the Southerly right of way line of said railway;

Thence South $71^{\circ}33'$ West along said railway right of way line 800 feet to the Point of Beginning.

EXHIBIT E

LANDFILL SITE AGREED ORDER

**STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY**

In the Matter of Remedial Action by:

AGREED ORDER

City of Yakima

No. DE 15861

RE: Interstate 82 Exit 33A Landfill Facility
Site – FSID 1927
805 North 7th Street
Yakima, WA 98901

TO: City of Yakima
129 North 2nd Street
Yakima, WA 98901

TABLE OF CONTENTS

I.	INTRODUCTION.....	2
II.	JURISDICTION.....	2
III.	PARTIES BOUND.....	2
IV.	DEFINITIONS.....	2
V.	FINDINGS OF FACT.....	3
VI.	ECOLOGY DETERMINATIONS.....	5
VII.	WORK TO BE PERFORMED.....	6
VIII.	TERMS AND CONDITIONS OF ORDER.....	11
	A. Payment of Remedial Action Costs.....	11
	B. Designated Project Coordinators.....	12
	C. Performance.....	13
	D. Access.....	13
	E. Sampling, Data Submittal, and Availability.....	14
	F. Public Participation.....	15
	G. Retention of Records.....	16
	H. Resolution of Disputes.....	16
	I. Extension of Schedule.....	17
	J. Amendment of Order.....	19
	K. Endangerment.....	19
	L. Reservation of Rights.....	20
	M. Transfer of Interest in Property.....	21
	N. Compliance with Applicable Laws.....	21
	O. Indemnification.....	22
IX.	SATISFACTION OF ORDER.....	22
X.	ENFORCEMENT.....	23

EXHIBIT A	Site Diagram
EXHIBIT B	Historical Data to be Submitted Electronically
EXHIBIT C	Groundwater/Surface Water Interaction Memorandum Work Scope

I. INTRODUCTION

The mutual objective of the State of Washington, Department of Ecology (Ecology) and the City of Yakima (City) under this Agreed Order (Order) is to provide for remedial action at a facility where there has been a release or threatened release of hazardous substances. This Order requires the City to complete an interim action, an updated conceptual site model, Feasibility Study (FS), and Draft Cleanup Action Plan (dCAP), for the site identified by Ecology as the "Interstate 82 Exit 33A Landfill Facility Site" located at 805 North 7th Street, Yakima, Washington 98901 (the Site). Ecology believes the actions required by this Order are in the public interest.

II. JURISDICTION

This Agreed Order is issued pursuant to the Model Toxics Control Act (MTCA), RCW 70.105D.050(1).

III. PARTIES BOUND

This Agreed Order shall apply to and be binding upon the Parties to this Order, their successors and assigns. The undersigned representative of each party hereby certifies that he or she is fully authorized to enter into this Order and to execute and legally bind such party to comply with this Order. The City agrees to undertake all actions required by the terms and conditions of this Order. No change in ownership or corporate status shall alter the City's responsibility under this Order. The City shall provide a copy of this Order to all agents, contractors, and subcontractors retained to perform work required by this Order, and shall ensure that all work undertaken by such agents, contractors, and subcontractors complies with this Order.

IV. DEFINITIONS

Unless otherwise specified herein, the definitions set forth in RCW 70.105D and WAC 173-340 shall control the meanings of the terms in this Order.

A. Site: The Site is referred to as "Interstate 82 Exit 33A Yakima City Landfill" and is generally located at or near 805 North 7th Street, Yakima, Washington. Based upon factors currently known to Ecology, the Site is generally depicted in the Site Diagram (Exhibit A). The Site is further defined as the area at the general location above where municipal solid waste has

come to be located, or which is affected by a release or threatened release of hazardous substances from such municipal solid waste; more specifically, the edges of the municipal solid waste and any leachate impacted surrounding soils, the extent of any contaminated groundwater plume, and vapor phase gas in the unsaturated zones above the municipal solid waste. The Site constitutes a Facility under RCW 70.105D.020(8). The Facility Site ID number is 1927 and the Cleanup Site ID number is 3853 as listed in Ecology's Integrated Site Information System.

B. Parties: Refers to the State of Washington, Department of Ecology, and the City of Yakima.

C. City: Refers to the City of Yakima.

D. Agreed Order or Order: Refers to this Order and each of the exhibits to this Order. All exhibits are integral and enforceable parts of this Order. The terms "Agreed Order" or "Order" shall include all exhibits to this Order.

V. FINDINGS OF FACT

Ecology makes the following findings of fact, without any express or implied admissions of such facts by the City:

A. According to the results of a 2016 title search and a search of the Yakima County Assessor website, there are two primary parcels comprising the Site. Yakima County Parcel Number 19131841001 comprises 37.66 acres and is owned by OfficeMax Incorporated (Yakima County Assessor records still list the property as owned by the Boise Cascade Corporation, which in 2004 changed its corporate name to OfficeMax Incorporated). The Parcel is currently leased to Yakima Resources, LLC. Yakima County Parcel Number 19131842001 comprises 11.88 acres and is owned by LeeLynn, Inc., and Wiley Mt., Inc. BNSF Railway Company owns a right-of-way touching these parcels.

B. The primary properties comprising the Site were historically part of a ranch until they were developed in 1903 by the Cascade Lumber Company for use as a lumber mill. The Cascade Lumber Company merged with Boise Payette Lumber Company in the late 1950s to form Boise Cascade. Approximately 60 percent of the area of the lumber mill was occupied by large log

ponds, including one on the southern portion of the property that the City of Yakima later used as a landfill.

C. At some point, the lumber mill gradually transitioned from using ponds for wood storage to using log decks with sprinklers. The southernmost log pond was drained, and a portion of this pond was used by the City of Yakima as a municipal landfill. The landfill was used by the City of Yakima between 1963 and 1970. The Yakima County Health Department reportedly closed the landfill in 1972.

D. The landfill was never lined, and covered approximately 28 acres in area. The average depth of the landfill has been estimated at about 12 feet, with the deepest portion of the landfill located in the southeast corner measuring as much as 30 feet deep. Estimates of volumes of municipal solid waste range from 388,000 to 452,000 cubic yards.

E. Environmental investigations of the landfill parcels were conducted in:

1997: Yakima Health District Site Hazard Assessment Sampling

1998: Landau Associates Hydrologic Study

2008: Parametrix Landfill Environmental Site Assessment Phase II

2009: SLR Remedial Investigation

2010: SLR Additional Remedial Investigation

2012: SLR Soil Vapor and Groundwater Sampling Report

2014: Landau Associates Soil and Groundwater Investigation Summary and Results

2015: Landau Associates Remedial Investigation Report and Landau Associates Interim Data Report for September 2014 – June 2015

F. These subsurface site investigations were used by the City of Yakima to identify releases or potential releases of hazardous substances at the Site. These include diesel range organics; heavy oils; vinyl chloride; n-nitrosodiphenylamine; 4,4'-DDT; 4,4'-DDD; endosulfan II; bis(2-ethylhexyl)phthalate; 3,3'-dichlorobenzidine; arsenic; iron; manganese; nitrate; PCB aroclors; and sodium and methane gas. This list may not be exhaustive, as previous investigations have also detected lead and chromium in site soils and groundwater.

G. As of the date of this Order, the City is not a current owner of the parcels associated with the Landfill Site, although the City seeks to obtain certain interests in the Landfill Site in order to build roads across the Site. The City is currently seeking to obtain lands for rights-of-way for the East-West Corridor, which will connect Terrace Heights Drive with the west side of the Yakima River, crossing in part over and through the Landfill Site. Construction of roads is also anticipated to include a North-South street that will connect to Fair Avenue near 10th Street and intersect the East-West Corridor at "H" Street.

VI. ECOLOGY DETERMINATIONS

Ecology makes the following determinations, without any express or implied admissions of such determinations (and underlying facts) by the City.

A. The City of Yakima is an "owner or operator," or a person who "owned or operated" at the time of disposal or release, as defined in RCW 70.105D.020(22), of a "facility" as defined in RCW 70.105D.020(8).

B. Based upon all facts known to Ecology, a "release" or "threatened release" of "hazardous substance(s)" as defined in RCW 70.105D.020(32) and RCW 70.105D.020(13), respectively, has occurred at the Site.

C. Based upon evidence Ecology deems credible, Ecology issued a potentially liable person (PLP) status letter to the City dated March 30, 2017, pursuant to RCW 70.105D.040 and WAC 173-340-500. After providing notice and opportunity for comment, reviewing comments submitted by the City on May 2, 2017, and concluding that credible evidence supported a finding of potential liability, Ecology issued a determination that the City is a PLP at the Site under RCW 70.105D.040 and notified it of this determination by letter dated May 5, 2017.

D. Pursuant to RCW 70.105D.030(1) and .050(1), Ecology may require the City to investigate or conduct other remedial actions with respect to any release or threatened release of hazardous substances, whenever it believes such action to be in the public interest. Based on the foregoing facts, Ecology believes the remedial actions required by this Order are in the public interest.

VII. WORK TO BE PERFORMED

Based on the Findings of Fact and Ecology Determinations, it is hereby ordered that the City take the following remedial actions while pursuing other interim actions at or related to the Site, and that all these actions be conducted in accordance with WAC 173-340 unless otherwise specifically provided for herein:

A. Submission of Historical Data: Within 30 days of the effective date of this Order, the City shall submit the historical data identified in Exhibit B to this Order, in accordance with the requirements of Section VIII.E of this Order.

B. Updated Conceptual Site Model: For the purpose of updating information for the Feasibility Study, the City shall provide to Ecology an Updated Conceptual Site Model (Updated CSM) within 60 days of the latest of the following events: (1) Ecology's approval of a technical memorandum addressing groundwater-surface water interaction (GW/SW Interaction Memorandum), as further described below; (2) submission of the Yakima Mill Site Draft Remedial Investigation Report under Section VII.C of Agreed Order No. DE13959; and (3) Ecology's approval of the Interim Action Report required under Section VII.E.6 of this Order, if the City has begun proceeding with any interim actions pursuant to Section VII.E of this Order prior to completion of the preceding two events. The Updated CSM shall incorporate results and data generated from the GW/SW Interaction Memorandum, the Yakima Mill Site Remedial Investigation, and interim actions (if any) with the previous Remedial Investigation work to provide information to determine the nature and extent of contamination that has resulted from the release(s) of hazardous substances at the Site in all affected or potentially affected media (soil, interstitial air in soil, air, groundwater, drinking water, and/or surface water if applicable). The Updated CSM shall fully delineate the nature and extent of contamination in all affected and potentially affected media at the Site as required by WAC 173-340-350. Ecology reserves the discretion to require the collection of further data after the CSM is updated; however, no requirement to collect such further data is within the current scope of this Order.

1. Process for Approving GW/SW Interaction Memorandum:

a. Ecology has identified the need in conjunction with development of the Feasibility Study to further define contaminated groundwater interaction with the surface water of the Yakima River downgradient of the known area of municipal solid waste at the Site. The requirements for this GW/SW Interaction Memorandum are outlined in Exhibit C attached.

1. Within 90 days of the effective date, the City will provide the GW/SW Interaction Memorandum.

2. Ecology shall endeavor to review and provide comments on the GW/SW Interaction Memorandum within 60 days of the submission.

3. Within 30 days of comments, the City shall provide an updated GW/SW Interaction Memorandum to Ecology.

2. Process for Approving the Updated CSM:

a. Ecology will endeavor to provide comments on the Updated CSM within 30 days of receipt.

b. Within 60 days of receipt of comments by Ecology on the Updated CSM, the City shall, as necessary, deliver to Ecology a Final Updated CSM responsive to Ecology's comments and consistent with MTCA.

c. Ecology will endeavor to respond on approval status within 30 days.

C. Feasibility Study: The City shall provide Ecology with a Draft Feasibility Study (Draft FS) within 90 days of approval of the Updated CSM. The Draft FS must comply with the requirements of WAC 173-340-350 and include the Updated CSM as an appendix.

1. Ecology will endeavor to provide comments on the Draft FS within 30 days of receipt.

2. Within 60 days of receipt of comments from Ecology on the Draft FS, the City shall, as necessary, submit to Ecology a Final FS responsive to Ecology's comments and consistent with MTCA.

3. Ecology will endeavor to respond on approval status within 30 days.

D. Draft Cleanup Action Plan: The City shall submit to Ecology a draft Cleanup Action Plan (dCAP) within 60 days of approval of the Final FS.

1. Ecology will endeavor to provide comments on the dCAP within 30 days of receipt.

2. Within 60 days of receipt of comments from Ecology on the dCAP, the City shall, as necessary, submit to Ecology a Final dCAP responsive to Ecology's comments and consistent with MTCA.

E. Interim Actions: The City may complete certain road construction and related improvements at the Site prior to the completion of a final cleanup action. Under WAC 173-340-430, an interim action is a remedial action that only partially addresses the cleanup of a site, e.g., that is technically necessary to reduce a threat to human health or the environment by eliminating or substantially reducing one or more pathways for exposure to a hazardous substance, that corrects a problem that may become substantially worse or cost substantially more to address if the remedial action is delayed, or that is needed to provide for completion of a site hazard assessment, RI/FS, or design of a CAP. To ensure that the City's road construction and related improvements are consistent with any final cleanup action at the Site, the City shall undertake any such construction and improvements that are within the Site, or within the Yakima Mill Site as described in Agreed Order No. DE13959, in compliance with the following conditions:

1. Within 90 days of the effective date of this Order, submit to Ecology a draft Interim Action Work Plan satisfying the requirements of WAC 173-340-430(7), including, but not limited to, inclusion of a compliance monitoring plan, a health and safety plan (HASP), and a sampling and analysis plan, that integrates the elements of an interim action (e.g., destruction or removal of source material) with the planned construction and

improvements, including the requirement that the construction and improvements do not foreclose reasonable alternatives for a final cleanup action at the Site. The draft Interim Action Work Plan may summarize or incorporate information contained in other existing documents.

2. Upon receipt of the draft Interim Action Work Plan, Ecology will endeavor to provide comments for revision by the City within 30 days of receipt.

3. Within 30 days of receipt of review comments from Ecology on the draft Interim Action Work Plan, the City shall, as necessary, submit to Ecology a final Interim Action Work Plan responsive to Ecology's comments and consistent with MTCA.

4. Upon approval by Ecology, the Interim Action Work Plan shall be considered final and become an integral and enforceable part of this Order.

5. In order to facilitate Ecology's compliance with the public notice requirement of WAC 173-340-600(16), the City shall provide at least 60 days' notice to Ecology before proceeding with any work that is subject to the approved Interim Action Work Plan.

6. Within 60 days of completion of interim action activities, the City shall submit to Ecology a draft Interim Action Report.

a. Ecology will endeavor to provide comments on the draft Interim Action Report within 30 days of receipt.

b. Within 60 days of receipt of comments by Ecology on the draft Interim Action Report, the City shall, as necessary, deliver to Ecology a final Interim Action Report responsive to Ecology's comments and consistent with MTCA.

c. Ecology will endeavor to respond on approval status within 30 days.

7. In addition to the above interim actions, either party may propose an interim action under this Order which could occur at any time. If the Parties are in agreement concerning the interim action, the Parties will follow the process in Section VIII.J

(Amendment of Order) of this Order. If the Parties are not in agreement, Ecology reserves its authority to require interim action(s) under a separate order or other enforcement action under RCW 70.105D, or to undertake the interim action(s) itself.

F. Progress Reports: Monthly progress reports shall be submitted to Ecology's Project Coordinator via mail or email. The first progress report shall be submitted to Ecology on or by the 15th of the month following the effective date of this Agreed Order and subsequent progress reports shall be submitted by the 15th of each month describing work performed the previous month. Monthly progress reports shall continue to be submitted on a monthly basis until the City submits the Updated CSM, or until Ecology notifies the City in writing that monthly report submission can be ended. Emergency situations and any conditions significantly delaying work must be reported to Ecology within 24 hours.

G. Meeting Coordination: To facilitate communication and streamline project effectiveness, Ecology's Project Coordinator, or designated alternate, shall be invited to attend any City meetings regarding work at the Site, including construction meetings, unless the meetings are attorney-client privileged between the City and its attorneys, or the meetings are between the City and its consultant as arranged by the City's attorneys for the purposes of facilitating legal advice or attorney work product. The City shall not be obliged to reschedule meetings that Ecology cannot attend due to scheduling conflicts.

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The following conditions shall apply to the above actions:

H. Any final plans or other final deliverables submitted by the City for Ecology's review and approval shall, upon Ecology's approval, become integral and enforceable parts of this Order.

I. If Ecology determines that the City has failed to make sufficient progress or failed to implement the remedial action required under this Order, in whole or in part, Ecology may, after

notice to the City, perform any or all portions of the remedial action that remain incomplete or, at Ecology's discretion, allow the City an opportunity to correct. The City shall reimburse Ecology for the costs of doing such work in accordance with Section VIII.A (Remedial Action Costs). Ecology reserves the right to enforce requirements of this Order under Section X (Enforcement).

J. Except where necessary to abate an emergency situation, the City shall not perform any remedial actions at the Site outside those remedial actions specified by this Order, unless Ecology concurs, in writing, with such additional remedial actions.

VIII. TERMS AND CONDITIONS OF ORDER

A. Payment of Remedial Action Costs

The City shall pay to Ecology costs incurred by Ecology pursuant to this Order and consistent with WAC 173-340-550(2). These costs shall include work performed by Ecology or its contractors for, or on, the Site under RCW 70.105D, including remedial actions and Order preparation, negotiation, oversight, and administration. Ecology's costs shall include costs of direct activities and support costs of direct activities as defined in WAC 173-340-550(2). For all costs incurred subsequent to the effective date of this Order, the City shall pay the required amount within 30 days of receiving from Ecology an itemized statement of costs that includes a summary of costs incurred, an identification of involved staff, and the amount of time spent by involved staff members on the project. A general statement of work performed will be provided by Ecology on a monthly basis. Itemized statements shall be submitted by Ecology on a quarterly basis to the City. Pursuant to WAC 173-340-550(4), failure to pay Ecology's costs within 90 days of receipt of the itemized statement of costs will result in interest charges at the rate of 12 percent per annum, compounded monthly.

In addition to other available relief, pursuant to RCW 19.16.500, Ecology may utilize a collection agency and/or, pursuant to RCW 70.105D.055, file a lien against real property subject to the remedial actions to recover unreimbursed remedial action costs.

B. Designated Project Coordinators

The project coordinator for Ecology is:

Chris Wend
Toxics Cleanup Program
Washington State Department of Ecology
Central Regional Office
1250 West Alder Street
Union Gap, WA 98903
Tel: 509-454-7837
Fax: 509-575-2809
cwen461@ecy.wa.gov

The project coordinator for the City is:

Piper Roelen
Landau Associates
130 2nd Avenue South
Edmonds, WA 98020
Tel: 425-778-0907
Fax: 425-778-6409

Each project coordinator shall be responsible for overseeing the implementation of this Order. Ecology's project coordinator will be Ecology's designated representative for the Site. To the maximum extent possible, communications between Ecology and the City, and all documents, including reports, approvals, and other correspondence concerning the activities performed pursuant to the terms and conditions of this Order shall be directed through the project coordinators. The project coordinators may designate, in writing, working level staff contacts for all or portions of the implementation of the work to be performed required by this Order.

Any party may change its respective project coordinator. Written notification shall be given to the other party at least 10 calendar days prior to the change.

Ecology will maintain an administrative record for the Site. This record will ensure all correspondence and reports related to this Site are catalogued and up-to-date. Updates to the record will be distributed via email to the City's project coordinator.

C. Performance

All geologic and hydrogeologic work performed pursuant to this Order shall be under the supervision and direction of a geologist licensed in the State of Washington or under the direct supervision of an engineer registered in the State of Washington, except as otherwise provided for by RCW 18.220 and 18.43.

All engineering work performed pursuant to this Order shall be under the direct supervision of a professional engineer registered in the State of Washington, except as otherwise provided for by RCW 18.43.130.

All construction work performed pursuant to this Order shall be under the direct supervision of a professional engineer or a qualified technician under the direct supervision of a professional engineer. The professional engineer must be registered in the State of Washington, except as otherwise provided for by RCW 18.43.130.

Any documents submitted containing geologic, hydrologic, or engineering work shall be under the seal of an appropriately licensed professional as required by RCW 18.220 or 18.43.130.

The City shall notify Ecology in writing of the identity of any supervising engineer(s) and geologist(s), contractor(s), and subcontractor(s) to be used in carrying out the terms of this Order, in advance of their involvement at the Site.

D. Access

Ecology or any Ecology authorized representative may enter and freely move about all property at the Site that the City either owns, controls, or has access rights to at all reasonable times for the purposes of, *inter alia*: inspecting records, operation logs, and contracts related to the work being performed pursuant to this Order; reviewing the City's progress in carrying out the terms of this Order; conducting such tests or collecting such samples as Ecology may deem necessary; using a camera, sound recording, or other documentary-type equipment to record work done pursuant to this Order; and verifying the data submitted to Ecology by the City. The City shall make all reasonable efforts to secure access rights for those properties within the Site not owned or controlled by the City where remedial activities or investigations will be performed pursuant to this Order. Ecology or any Ecology authorized representative shall give reasonable notice before entering any Site property owned or controlled by the City unless an emergency prevents such notice. All persons who access the Site pursuant to this Section shall be responsible for their own safety and shall comply with any applicable health and safety plan (HASP), a copy of which shall be provided to Ecology, together with any subsequent updates. Ecology employees

and their representatives shall not be required to sign any liability release or waiver as a condition of Site property access.

E. Sampling, Data Submittal, and Availability

With respect to the implementation of this Order, the City shall make the results of all sampling, laboratory reports, and/or test results generated by it or on its behalf available to Ecology. Pursuant to WAC 173-340-840(5), all sampling data generated under this Order, together with the historical data identified in Exhibit B, shall be submitted to Ecology in both printed and electronic formats in accordance with Section VII (Work to be Performed), Ecology's Toxics Cleanup Program Policy 840 (Data Submittal Requirements), and/or any subsequent procedures specified by Ecology for data submittal. Data submitted in an electronic format to the Ecology Environmental Information Management (EIM) System in compliance with WAC 173-340-840 shall not be considered properly submitted until the EIM Data Coordinator has cleared the data for transfer into the database and the Ecology Project Coordinator has verified that the data is complete and accurate.

If requested by Ecology, the City shall allow Ecology and/or its authorized representative to take split or duplicate samples of any samples collected by the City pursuant to implementation of this Order. The City shall notify Ecology 7 days in advance of any sample collection or work activity at the Site. Ecology shall, upon request, allow the City and/or its authorized representative to take split or duplicate samples of any samples collected by Ecology pursuant to the implementation of this Order, provided that doing so does not interfere with Ecology's sampling. Without limitation on Ecology's rights under Section VIII.D (Access), Ecology shall notify the City prior to any sample collection activity unless an emergency prevents such notice.

In accordance with WAC 173-340-830(2)(a), all hazardous substance analyses shall be conducted by a laboratory accredited under WAC 173-50 for the specific analyses to be conducted, unless otherwise approved by Ecology.

F. Public Participation

RCW 70.105D.030(2)(a) requires that, at a minimum, this Order be subject to concurrent public notice. Ecology shall be responsible for providing this public notice and reserves the right to modify or withdraw any provisions of this Order should public comment disclose facts or considerations which indicate to Ecology that this Order is inadequate or improper in any respect.

Ecology shall maintain the responsibility for public participation at the Site. However, the City shall cooperate with Ecology and shall:

1. Notify Ecology's project coordinator prior to the preparation of all press releases, fact sheets, and before major meetings with the interested public and local governments. Likewise, Ecology shall notify the City prior to the issuance of all press releases and fact sheets, and before major meetings with the interested public and local governments. For all press releases, fact sheets, meetings, and other outreach efforts by the City that do not receive prior Ecology approval, the City shall clearly indicate to its audience that the press release, fact sheet, meeting, or other outreach effort was not sponsored or endorsed by Ecology.

2. When requested by Ecology, participate in public presentations on the progress of the remedial action at the Site. Participation may be through attendance at public meetings to assist in answering questions or as a presenter.

3. When requested by Ecology, arrange and/or continue information repositories to be located at the following locations:

Yakima Public Library
102 North 3rd Street
Yakima, WA 98901

Ecology's Central Regional Office
1250 West Alder Street
Union Gap, WA 98903

At a minimum, copies of all public notices, fact sheets, and documents relating to public comment periods shall be promptly placed in these repositories. A copy of all documents related to this Site

shall be maintained in the repository at Ecology's Central Regional Office in Union Gap, Washington.

G. Retention of Records

During the pendency of this Order, and for 10 years from the date of completion of work performed pursuant to this Order, the City shall preserve all records, reports, documents, and underlying data in their possession relevant to the implementation of this Order and shall insert a similar record retention requirement into all contracts with project contractors and subcontractors. Upon request of Ecology, the City shall make all records available to Ecology and allow access for review within a reasonable time.

Nothing in this Order is intended to waive any right the City may have under applicable law to limit disclosure of documents protected by the attorney work-product privilege and/or the attorney-client privilege. If the City withholds any requested records based on an assertion of privilege, the City shall provide Ecology with a privilege log specifying the records withheld and the applicable privilege. No Site-related data collected pursuant to this Order shall be considered privileged.

H. Resolution of Disputes

1. In the event a dispute arises as to an approval, disapproval, proposed change, or other decision or action by Ecology's project coordinator, or an itemized billing statement under Section VIII.A (Remedial Action Costs), the Parties shall utilize the dispute resolution procedure set forth below.

a. Upon receipt of Ecology's project coordinator's written decision or the itemized billing statement, the City has 14 days within which to notify Ecology's project coordinator in writing of its objection to the decision or itemized statement.

b. The Parties' project coordinators shall then confer in an effort to resolve the dispute. If the project coordinators cannot resolve the dispute within 14 days, Ecology's project coordinator shall issue a written decision.

c. The City may then request regional management review of the decision. This request shall be submitted in writing to the Central Region Toxics Cleanup Section Manager within 7 days of receipt of Ecology's project coordinator's written decision.

d. The Section Manager shall conduct a review of the dispute and shall issue a written decision regarding the dispute within 30 days of the City's request for review. The Section Manager's decision shall be Ecology's final decision on the disputed matter.

2. The Parties agree to only utilize the dispute resolution process in good faith and agree to expedite, to the extent possible, the dispute resolution process whenever it is used.

3. Implementation of these dispute resolution procedures shall not provide a basis for delay of any activities required in this Order, unless Ecology agrees in writing to a schedule extension.

4. In case of a dispute, failure to either proceed with the work required by this Order or timely invoke dispute resolution may result in Ecology's determination that insufficient progress is being made in preparation of a deliverable, and may result in Ecology undertaking the work under Section VII (Work to be Performed) or initiating enforcement under Section X (Enforcement).

I. Extension of Schedule

1. An extension of schedule shall be granted only when a request for an extension is submitted in a timely fashion, generally at least 30 days prior to expiration of the deadline for which the extension is requested, and good cause exists for granting the extension. All extensions shall be requested in writing. The request shall specify:

- a. The deadline that is sought to be extended.
- b. The length of the extension sought.
- c. The reason(s) for the extension.
- d. Any related deadline or schedule that would be affected if the extension were granted.

2. The burden shall be on the City to demonstrate to the satisfaction of Ecology that the request for such extension has been submitted in a timely fashion and that good cause exists for granting the extension. Good cause may include, but may not be limited to:

a. Circumstances beyond the reasonable control and despite the due diligence of the City including delays caused by unrelated third parties or Ecology, such as (but not limited to) delays by Ecology in reviewing, approving, or modifying documents submitted by the City.

b. Acts of God, including fire, flood, blizzard, extreme temperatures, storm, or other unavoidable casualty.

c. Endangerment as described in Section VIII.K (Endangerment).

However, neither increased costs of performance of the terms of this Order nor changed economic circumstances shall be considered circumstances beyond the reasonable control of the City.

3. Ecology shall act upon any written request for extension in a timely fashion. Ecology shall give the City written notification of any extensions granted pursuant to this Order. A requested extension shall not be effective until approved by Ecology. Unless the extension is a substantial change, it shall not be necessary to amend this Order pursuant to Section VIII.J (Amendment of Order) when a schedule extension is granted.

4. An extension shall only be granted for such period of time as Ecology determines is reasonable under the circumstances. Ecology may grant schedule extensions exceeding 90 days only as a result of:

a. Delays in the issuance of a necessary permit which was applied for in a timely manner.

b. Other circumstances deemed exceptional or extraordinary by Ecology.

c. Endangerment as described in Section VIII.K (Endangerment).

J. Amendment of Order

The project coordinators may verbally agree to minor changes to the work to be performed without formally amending this Order. Minor changes will be documented in writing by Ecology within 7 days of verbal agreement.

Except as provided in Section VIII.L (Reservation of Rights), substantial changes to the work to be performed shall require formal amendment of this Order. This Order may only be formally amended by the written consent of both Ecology and the City. The City shall submit a written request for amendment to Ecology for approval. Ecology shall indicate its approval or disapproval in writing and in a timely manner after the written request for amendment is received. If the amendment to this Order represents a substantial change, Ecology will provide public notice and opportunity to comment. Reasons for the disapproval of a proposed amendment to this Order shall be stated in writing. If Ecology does not agree to a proposed amendment, the disagreement may be addressed through the dispute resolution procedures described in Section VIII.H (Resolution of Disputes).

K. Endangerment

In the event Ecology determines that any activity being performed at the Site is creating or has the potential to create a danger to human health or the environment on or surrounding the Site, Ecology may direct the City to cease such activities for such period of time as it deems necessary to abate the danger. The City shall immediately comply with such direction.

In the event the City determines that any activity being performed at the Site is creating or has the potential to create a danger to human health or the environment, the City may cease such activities. The City shall notify Ecology's project coordinator as soon as possible, but no later than 24 hours after making such determination or ceasing such activities. Upon Ecology's direction the City shall provide Ecology with documentation of the basis for the determination or cessation of such activities. If Ecology disagrees with the City's cessation of activities, it may direct the City to resume such activities.

If Ecology concurs with or orders a work stoppage pursuant to this section, the City's obligations with respect to the ceased activities shall be suspended until Ecology determines the danger is abated, and the time for performance of such activities, as well as the time for any other work dependent upon such activities, shall be extended in accordance with Section VIII.I (Extension of Schedule) for such period of time as Ecology determines is reasonable under the circumstances.

Nothing in this Order shall limit the authority of Ecology, its employees, agents, or contractors to take or require appropriate action in the event of an emergency.

L. Reservation of Rights

This Order is not a settlement under RCW 70.105D. Ecology's signature on this Order in no way constitutes a covenant not to sue or a compromise of any of Ecology's rights or authority. Ecology will not, however, bring an action against the City to recover remedial action costs paid to and received by Ecology under this Order. In addition, Ecology will not take additional enforcement actions against the City regarding remedial actions required by this Order, provided the City complies with this Order.

Ecology nevertheless reserves its rights under RCW 70.105D, including the right to require additional or different remedial actions at the Site should it deem such actions necessary to protect human health and the environment, and to issue orders requiring such remedial actions. Ecology also reserves all rights regarding the injury to, destruction of, or loss of natural resources resulting from the release or threatened release of hazardous substances at the Site.

By entering into this Order, the City does not admit to any liability for the Site. Although the City is committing to conducting the work required by this Order under the terms of this Order, the City expressly reserve all rights available under law, including but not limited to the right to seek cost recovery or contribution against third parties, and the right to assert any defenses to liability in the event of enforcement.

M. Transfer of Interest in Property

No voluntary conveyance or relinquishment of title, easement, leasehold, or other interest in any portion of the Site shall be consummated by the City without provision for continued implementation of all requirements of this Order and implementation of any remedial actions found to be necessary as a result of this Order.

Prior to the City's transfer of any interest in all or any portion of the Site, and during the effective period of this Order, the City shall provide a copy of this Order to any prospective purchaser, lessee, transferee, assignee, or other successor in said interest; and, at least 30 days prior to any transfer, the City shall notify Ecology of said transfer. Upon transfer of any interest, the City shall notify all transferees of the restrictions on the activities and uses of the property under this Order and incorporate any such use restrictions into the transfer documents.

N. Compliance with Applicable Laws

1. All actions carried out by the City pursuant to this Order shall be done in accordance with all applicable federal, state, and local requirements, including requirements to obtain necessary permits, except as provided in RCW 70.105D.090. At this time, no federal, state or local requirements have been identified as being applicable to the actions required by this Order.

2. Pursuant to RCW 70.105D.090(1), the City is exempt from the procedural requirements of RCW 70.94, 70.95, 70.105, 77.55, 90.48, and 90.58 and of any laws requiring or authorizing local government permits or approvals. However, the City shall comply with the substantive requirements of such permits or approvals. At this time, no state or local permits or approvals have been identified as being applicable but procedurally exempt under this Section.

3. The City has a continuing obligation to determine whether additional permits or approvals addressed in RCW 70.105D.090(1) would otherwise be required for the remedial action under this Order. In the event either Ecology or the City determine that additional permits or approvals addressed in RCW 70.105D.090(1) would otherwise be required for the remedial action under this Order, it shall promptly notify the other party of its determination. Ecology shall determine whether Ecology or the City shall be responsible to contact the appropriate state and/or

local agencies. If Ecology so requires, the City shall promptly consult with the appropriate state and/or local agencies and provide Ecology with written documentation from those agencies of the substantive requirements those agencies believe are applicable to the remedial action. Ecology shall make the final determination on the additional substantive requirements that must be met by the City and on how the City must meet those requirements. Ecology shall inform the City in writing of these requirements. Once established by Ecology, the additional requirements shall be enforceable requirements of this Order. The City shall not begin or continue the remedial action potentially subject to the additional requirements until Ecology makes its final determination.

4. Pursuant to RCW 70.105D.090(2), in the event Ecology determines that the exemption from complying with the procedural requirements of the laws referenced in RCW 70.105D.090(1) would result in the loss of approval from a federal agency that is necessary for the State to administer any federal law, the exemption shall not apply and the City shall comply with both the procedural and substantive requirements of the laws referenced in RCW 70.105D.090(1), including any requirements to obtain permits.

O. Indemnification

The City agrees to indemnify and save and hold the State of Washington, its employees, and agents harmless from any and all claims or causes of action for death or injuries to persons or for loss or damage to property to the extent arising from or on account of acts or omissions of the City, their officers, employees, agents, or contractors in entering into and implementing this Order. However, the City shall not indemnify the State of Washington nor save nor hold its employees and agents harmless from any claims or causes of action to the extent arising out of the negligent acts or omissions of the State of Washington, or the employees or agents of the State, in entering into or implementing this Order.

IX. SATISFACTION OF ORDER

The provisions of this Order shall be deemed satisfied upon the City's receipt of written notification from Ecology that the City has completed the remedial activity required by this Order,

as amended by any modifications, and that the City has complied with all other provisions of this Agreed Order.

X. ENFORCEMENT

Pursuant to RCW 70.105D.050, this Order may be enforced as follows:

A. The Attorney General may bring an action to enforce this Order in a state or federal court.

B. The Attorney General may seek, by filing an action, if necessary, to recover amounts spent by Ecology for investigative and remedial actions and orders related to the Site.

C. A liable party who refuses, without sufficient cause, to comply with any term of this Order will be liable for:

1. Up to three times the amount of any costs incurred by the State of Washington as a result of its refusal to comply.

2. Civil penalties of up to twenty-five thousand dollars (\$25,000) per day for each day it refuses to comply.

D. This Order is not appealable to the Washington Pollution Control Hearings Board.

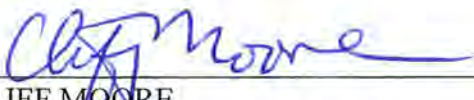
This Order may be reviewed only as provided under RCW 70.105D.060.


JUL 09 2018

Effective date of this Order: _____

CITY OF YAKIMA

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY


CLIFF MOORE
City Manager for the City of Yakima


VALERIE BOUND
Section Manager
Toxics Cleanup Program
Central Regional Office

CITY CONTRACT NO: 2018-103
RESOLUTION NO: R-2018-058

EXHIBIT A SITE DIAGRAM

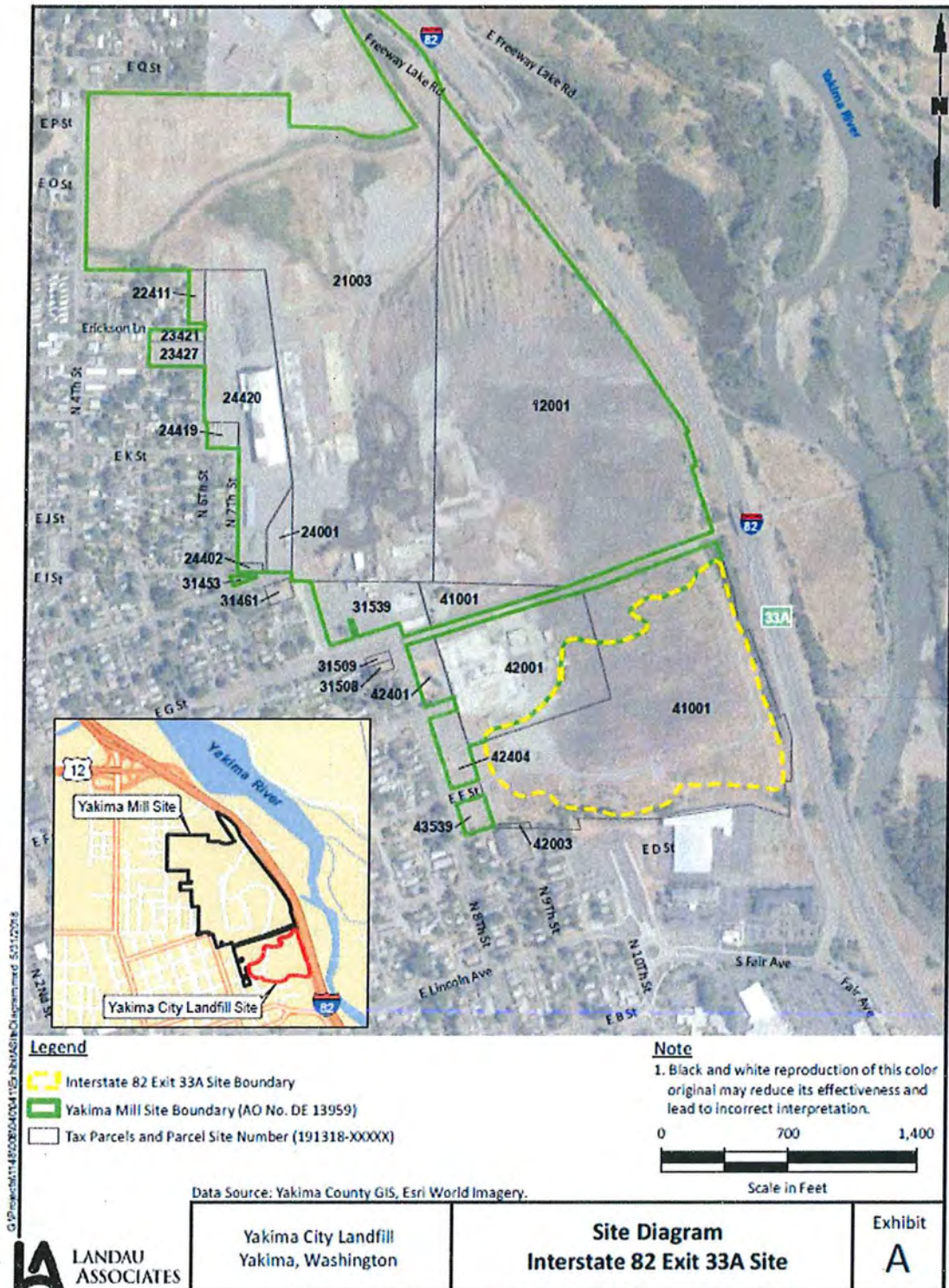


EXHIBIT B
Historical Data to be Submitted Electronically

Data from the following environmental studies must be entered into Ecology's electronic Environmental Information Management (EIM) databases:

Parametrix, Former City of Yakima Landfill Phase II Report, October 2008

SLR, City Landfill RI Report, October 2009

SLR, City Landfill Additional RI Report, March 2010

SLR, City Landfill Soil Vapor and Groundwater Sampling, May 2012

Landau, Interim Supplemental RI Report, April 2015

Landau, Draft Supplemental RI Report, September 2015

EXHIBIT C

Groundwater/Surface Water Interaction Work Scope

Groundwater – surface water interaction is needed to understand the seasonal interface between the groundwater downgradient of the Yakima Landfill and the Yakima River. The main goal of this effort will be to evaluate the annual time periods where the river is gaining water from the groundwater or losing water to the groundwater and use this information to assess the chemical and physical characteristics of the groundwater as it approaches the interface.

Once the groundwater hydrology is understood, final water quality parameters as the groundwater approaches the surface water may be understood. Using all relevant existing groundwater elevation and surface water elevation/stage data, the overall hydrology may be understood for the time periods where the data sets exist. Using standard transport methodologies, the chemical and physical data may be considered for impact on the groundwater/surface water interface. The proposed work scope is a data compilation followed by an analysis of this data. The existing monitoring well and river gauge data from the site are considered adequate for this analysis.

The deliverable will be a technical memorandum including or considering the following elements:

- (1) Obtain stream elevation/stage data for time periods where groundwater sampling data is available from the Supplemental RI.
- (2) Obtain precipitation data for the time periods where groundwater sampling data is available.
- (3) Using the calculated potentiometric gradient and river and groundwater elevations, assess the groundwater – surface water interface.
- (4) Determine any seasonal groundwater/surface water elevation trends (e.g., from irrigation, seasonal precipitation, if possible).
- (5) Assess chemical and physical property transport to the groundwater – surface water interface.

This work should not require any fieldwork and may be prepared by the appropriate professionals as a paper study.

EXHIBIT F

YAKIMA MILL SITE AGREED ORDER

**STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY**

In the Matter of Remedial Action by:

**OfficeMax Incorporated
Dunollie Enterprises, LLC
LeeLynn, Inc. & Wiley Mt., Inc.
Yakima Resources, LLC**

**RE: Yakima Mill Site
(aka Boise Cascade Mill Site, FSID 450)
805 North 7th Street
Yakima, WA 98901**

AGREED ORDER

No. DE 13959

**TO: ATTN: Noelle Wooten
 Kilpatrick Townsend & Stockton, LLP
 Suite 2400
 214 North Tryon Street
 Charlotte, NC 28202-2381**

**ATTN: Greg Demers
 Yakima Resources, LLC
 P.O. Box 876
 Veneta, OR 97487**

**ATTN: Larry Gildea
 LeeLynn, Inc., & Wiley Mt., Inc.
 and
 Dunollie Enterprises, LLC
 PO Box 518
 Creswell, OR 97426**

TABLE OF CONTENTS

I.	INTRODUCTION.....	3
II.	JURISDICTION.....	3
III.	PARTIES BOUND.....	3
IV.	DEFINITIONS.....	3
V.	FINDINGS OF FACT.....	4
VI.	ECOLOGY DETERMINATIONS.....	6
VII.	WORK TO BE PERFORMED.....	7
VIII.	TERMS AND CONDITIONS OF ORDER.....	11
	A. Remedial Action Costs.....	11
	B. Designated Project Coordinators.....	12
	C. Performance.....	13
	D. Access.....	13
	E. Sampling, Data Submittal, and Availability.....	14
	F. Public Participation.....	15
	G. Retention of Records.....	16
	H. Resolution of Disputes.....	16
	I. Extension of Schedule.....	17
	J. Amendment of Order.....	19
	K. Endangerment.....	19
	L. Reservation of Rights.....	20
	M. Transfer of Interest in Property.....	21
	N. Compliance with Applicable Laws.....	21
	O. Indemnification.....	22
IX.	SATISFACTION OF ORDER.....	23
X.	ENFORCEMENT.....	23
	EXHIBIT A. Site Diagram	
	EXHIBIT B. Historical Data to be Submitted Electronically	

I. INTRODUCTION

The mutual objective of the State of Washington, Department of Ecology (Ecology) and Potentially Liable Persons (PLPs) OfficeMax Incorporated, Yakima Resources, LLC, Dunollie Enterprises, LLC, and LeeLynn, Inc., & Wiley Mt., Inc. (collectively referred to as the PLPs) under this Agreed Order (Order) is to provide for remedial action at a facility where there has been a release or threatened release of hazardous substances. This Order requires the PLPs to complete a Remedial Investigation (RI), Feasibility Study (FS), and to prepare a Draft Cleanup Action Plan (DCAP), for the site identified by Ecology as the "Yakima Mill Site" (also known as the "Boise Cascade Mill Site") located at 805 North 7th Street, Yakima WA 98901 (the Site). Ecology believes the actions required by this Order are in the public interest.

II. JURISDICTION

This Agreed Order is issued pursuant to the Model Toxics Control Act (MTCA), RCW 70.105D.050(1).

III. PARTIES BOUND

This Agreed Order shall apply to and be binding upon the Parties to this Order, their successors and assigns. The undersigned representative of each party hereby certifies that he or she is fully authorized to enter into this Order and to execute and legally bind such party to comply with this Order. The PLPs agree to undertake all actions required by the terms and conditions of this Order. No change in ownership or corporate status shall alter the PLPs' responsibility under this Order. The PLPs shall provide a copy of this Order to all agents, contractors, and subcontractors retained to perform work required by this Order, and shall ensure that all work undertaken by such agents, contractors, and subcontractors complies with this Order.

IV. DEFINITIONS

Unless otherwise specified herein, the definitions set forth in Chapter 70.105D RCW and Chapter 173-340 WAC shall control the meanings of the terms in this Order.

A. Site: The Site is referred to as “Yakima Mill Site,” also known as “Boise Cascade Mill Site,” and is generally located at or near 805 North 7th Street, Yakima, Washington. Based upon factors currently known to Ecology, the Site is generally depicted in the Site Diagram (Exhibit A). The Site is further defined by the extent of contamination caused by releases of hazardous substances at the Site, which, based on facts known as of the effective date of this Order, is exclusive of any area 1) where municipal solid waste has come to be located, or 2) which is affected by a release or threatened release of hazardous substances from municipal solid waste. The Site constitutes a Facility under RCW 70.105D.020(8). The Facility/Site ID number is 450 and the Cleanup Site ID number is 12095 as listed in Ecology’s Integrated Site Information System.

B. Parties: Refers to the State of Washington, Department of Ecology, OfficeMax Incorporated, Dunollie Enterprises, LLC, LeeLynn, Inc., & Wiley Mt., Inc., and Yakima Resources LLC,

C. Potentially Liable Persons (PLPs): OfficeMax Incorporated, Dunollie Enterprises, LLC, LeeLynn, Inc., & Wiley Mt., Inc., and Yakima Resources LLC,

D. Agreed Order or Order: Refers to this Order and each of the exhibits to this Order. All exhibits are integral and enforceable parts of this Order. The terms “Agreed Order” or “Order” shall include all exhibits to this Order.

V. FINDINGS OF FACT

Ecology makes the following findings of fact, without any express or implied admissions of such facts by the PLPs:

A. The Site includes all or a portion of 16 parcels, totaling approximately 171 acres.

B. The parcels on the Site are owned currently by LeeLynn, Inc., and Wiley Mt., Inc., except that OfficeMax Incorporated owns the portion of tax parcel number 19131841001 included in the Site.

C. Based on facts known as of the effective date of this Order, the Site does not include any area that contains municipal solid waste or hazardous substances released from

municipal solid waste, which area has been deemed to constitute the former City of Yakima municipal solid waste landfill site. The former City of Yakima landfill site is separately named the "Interstate 82 Exit 33A Site", Facility/Site ID number 1927 and Cleanup Site ID number 3853, and is being addressed by a separate order.

D. Cascade Lumber Company is believed to have purchased at least some of the property within the Site in 1903, and began using the property for sawmill operations. In or about 1957, Cascade Lumber merged with Boise Payette Lumber Company to form Boise Cascade Corporation. In 2004, Boise Cascade Corporation sold the property (except parcel number 19131841001) to LeeLynn, Inc. and Wiley Mt., Inc., the current owners, and simultaneously leased parcel 19131841001 to Yakima Resources, LLC. Dunollie Enterprises LLC has operated on the property since the sale and lease in 2004.

E. In 2004, Boise Cascade Corporation changed its corporate name to OfficeMax Incorporated.

F. Releases of hazardous substances have been documented in certain discrete locations at the Site, which may be more properly referred to and managed as subsites. A 2008 Phase II Environmental Site Investigation identified petroleum constituents above MTCA screening levels in soils near the ground water table in a test pit placed south of the small log sawmill. The same investigation showed petroleum constituents above MTCA cleanup levels in samples of soil near a former vehicle fueling station on the Site north of the railroad tracks and in the northeast corner of the former plywood plant in the southern portion of the Site. A 2013 Phase II investigation showed petroleum constituents in soil and groundwater above MTCA screening levels near the northeastern corner of the former plywood plant. These investigations also documented elevated methane concentrations in soils on the Site. Groundwater monitoring has shown concentrations of manganese, iron, and arsenic above MTCA groundwater screening levels in the shallow groundwater. Based on historical use, there may have been other releases at the Site.

VI. ECOLOGY DETERMINATIONS

Ecology makes the following determinations, without any express or implied admissions of such determinations (and underlying facts) by the PLPs.

A. OfficeMax Incorporated is an "owner or operator," or a person who "owned or operated" at the time of disposal or release, as defined in RCW 40.105D.020(22), of a "facility" as defined in RCW 70.105D.020(8).

B. LeeLynn Inc. & Wiley Mt., Inc. is an "owner or operator" as defined in RCW 70.105D.020(22) of a "facility" as defined in RCW 70.105D.020(8).

C. Dunollie Enterprises, LLC is an "owner or operator" as defined in RCW 70.105D.020(22) of a "facility" as defined in RCW 70.105D.020(8).

D. Yakima Resources, LLC is an "owner or operator" as defined in RCW 70.105D.020(22) of a "facility" as defined in RCW 70.105D.020(8).

E. Based upon all facts known to Ecology, a "release" or "threatened release" of "hazardous substance(s)" as defined in RCW 70.105D.020(32) and RCW 70.105D.020(13), respectively, has occurred at the Site.

F. Based upon evidence Ecology deems credible, Ecology issued PLP status letters to Office Depot, Inc., LeeLynn Inc. & Wiley Mt., Inc., Dunollie Enterprises, LLC, and Yakima Resources, LLC, dated March 4, 2016, pursuant to RCW 70.105D.040 and WAC 173-340-500. After providing for notice and opportunity for comment, reviewing any comments submitted, and concluding that credible evidence supported a finding of potential liability, Ecology issued a determination that OfficeMax Incorporated, LeeLynn Inc. & Wiley Mt., Inc., Dunollie Enterprises LLC, and Yakima Resources LLC are PLPs at the Site under RCW 70.105D.040 and notified them all of this determination by letter dated April 26, 2016.

G. Pursuant to RCW 70.105D.030(1) and .050(1), Ecology may require the PLPs to investigate or conduct other remedial actions with respect to any release or threatened release of hazardous substances, whenever it believes such action to be in the public interest. Based on the

foregoing facts, Ecology believes the remedial actions required by this Order are in the public interest.

H. Under WAC 173-340-430, an interim action is a remedial action that only partially addresses the cleanup of a site, e.g., that is technically necessary to reduce a threat to human health or the environment by eliminating or substantially reducing one or more pathways for exposure to a hazardous substance, that corrects a problem that may become substantially worse or cost substantially more to address if the remedial action is delayed, or that is needed to provide for completion of a site hazard assessment, RI/FS, or design of a CAP. Either party may propose an interim action under this Order which could occur at any time. If the Parties are in agreement concerning the interim action, the Parties will follow the process in Section VII of this Order. If the Parties are not in agreement, Ecology reserves its authority to require interim action(s) under a separate order or other enforcement action under RCW 70.105D, or to undertake the interim action(s) itself.

VII. WORK TO BE PERFORMED

Based on the Findings of Fact and Ecology Determinations, it is hereby ordered that the PLPs take the following remedial actions at the Site and that these actions will be conducted in accordance with Chapter 173-340 WAC unless otherwise specifically provided for herein:

- A. Within 90 days of the Effective Date of this Order, the PLPs shall submit to Ecology a Draft RI Work Plan, which shall include a combined Sampling and Analysis Plan and Quality Assurance Project Plan (SAP/QAPP), a Site Health and Safety Plan (HASP) consistent with the requirements specified in WAC 173-340-820 (Sampling and Analysis Plans) and WAC 173-340-810 (Worker Safety and Health) and a detailed schedule for implementation. The Draft RI Work Plan, SAP/QAPP, and HASP shall comply with all requirements for a Site RI set forth in WAC 173-340-350. While Ecology does not approve Site HASPs, such plans must comply with the requirements of the Washington State Department of Labor and Industries' Division of Occupational Safety and Health regulations and standards.

- a. The RI Work Plan shall contain or provide for collection of sufficient information to determine the nature and extent of contamination that has resulted from the release(s) of hazardous substances at the Site in all affected or potentially affected media (soil, interstitial air in soil, air, groundwater, drinking water, and/or surface water if applicable). The RI Work Plan shall include a preliminary Conceptual Site Model, and shall provide for all sampling necessary to complete development of the Conceptual Site Model and fully delineate the nature and extent of contamination in all affected and potentially affected media at the Site as required by WAC 173-340-350.
 - b. Ecology will endeavor to provide comments on the Draft RI Work Plan for revision by the PLPs within 30 days of receipt of the Draft RI Work Plan.
 - c. Within 60 days of receipt of review comments from Ecology on the Draft RI Work Plan, the PLPs shall, as necessary, submit to Ecology a Revised RI Work Plan including the SAP/QAPP, HASP and schedule responsive to Ecology's comments and consistent with MTCA.
 - d. Ecology will endeavor to respond regarding approval status within 30 days of receipt of the documents. Upon approval by Ecology, the RI Work Plan, SAP/QAPP, HASP and schedule shall be considered final and become integral and enforceable parts of this Order ("Final RI Work Plan").
- B. Within 60 days of Ecology's approval of the Final RI Work Plan, the PLPs shall initiate implementation of the investigation work described in the Final RI Work Plan. The PLPs shall complete the investigation work as described in and according to the schedule in the Final RI Work Plan.

- C. Within 90 days of completion of the RI activities, the PLPs shall submit to Ecology a Draft RI Report. If, after consultation with Ecology, the Parties agree that it is prudent to do so, the PLPs may submit a Draft Combined RI/FS Report. If the PLPs submit a Combined RI/FS Report, subparagraphs a through c will apply to the Combined Report, and, upon Ecology's approval of the Revised Combined RI/FS Report, the PLPs will proceed directly to preparation of the draft Cleanup Action Plan as provided in Paragraph E.
 - a. Ecology will endeavor to provide comments on the Draft RI Report within 60 days of receipt of the Draft RI Report, or in the case of a Combined RI/FS Report, within 90 days.
 - b. Within 60 days of receipt of comments by Ecology on the Draft RI Report, the PLPs shall, as necessary, deliver to Ecology a Revised Draft RI Report responsive to Ecology's comments and consistent with MTCA.
 - c. Ecology will endeavor to respond on approval status within 30 days.
- D. In accordance with the FS schedule described in the approved RI Report, the PLPs shall submit a Draft FS Report. The Draft FS Report must comply with the requirements of WAC 173-340-350.
 - a. Ecology will endeavor to provide comments on the Draft FS Report within 30 days of receipt of the Draft FS Report.
 - b. Within 60 days of receipt of comments from Ecology on the Draft FS Report, the PLPs shall, as necessary, submit to Ecology a Revised FS Report responsive to Ecology's comments and consistent with MTCA.
 - c. Ecology will endeavor to respond on approval status within 30 days.
- E. In accordance with the schedule described in the approved FS Report, the PLPs shall submit to Ecology a draft Cleanup Action Plan (dCAP).
 - a. Ecology will endeavor to provide comments on the dCAP Report within 30 days of receipt of the dCAP Report.

- b. Within 60 days of receipt of comments from Ecology on the dCAP, the PLPs shall, as necessary, submit to Ecology a revised draft CAP responsive to Ecology's comments and consistent with MTCA.
- F. Any final plans or other final deliverables submitted by the PLPs for Ecology's review and approval shall, upon Ecology's approval, become integral and enforceable parts of this Order.
- G. Monthly progress reports shall be submitted to Ecology's Project Coordinator via mail or email. The first progress report shall be submitted to Ecology on or by the 15th of the month following the Effective Date of this Agreed Order and subsequent progress report shall be submitted by the 15th of each month describing work performed the previous month. Monthly progress reports shall continue to be submitted on a monthly basis until the PLPs submit the Draft RI Report, or until Ecology notifies the PLPs in writing that monthly report submission can be ended. Emergency situations and any conditions significantly delaying work must be reported to Ecology within 24 hours.
- H. If the Parties agree on an interim action under Section VI.H of this Order, the PLPs shall prepare and submit to Ecology an Interim Action Work Plan, including a Scope of Work and Schedule, by a date determined by Ecology, which shall not be in less than 30 days. Ecology shall endeavor to complete a review and provide written comments to the proposed Interim Action Work Plan within 30 days. Ecology will provide public notice and opportunity to comment on the Interim Action Work Plan in accordance with WAC 173-340-600(16). The PLPs shall not conduct the interim action until Ecology approves the Interim Action Work Plan. Upon approval by Ecology, the Interim Action Work Plan becomes an integral and enforceable part of this Order, and the PLPs are required to conduct the interim action in accordance with the approved Interim Action Work Plan.

- I. If Ecology determines that the PLPs have failed to make sufficient progress or failed to implement the remedial action required under this Order, in whole or in part, Ecology may, after notice to the PLPs, perform any or all portions of the remedial action that remain incomplete or, at Ecology's discretion, allow the PLPs an opportunity to correct. The PLPs shall reimburse Ecology for the costs of doing such work in accordance with Section VIII.A (Remedial Action Costs). Ecology reserves the right to enforce requirements of this Order under Section X (Enforcement).
- J. Except where necessary to abate an emergency situation, the PLPs shall not perform any remedial actions at the Site outside those remedial actions specified by this Order, unless Ecology concurs, in writing, with such additional remedial actions.

VIII. TERMS AND CONDITIONS OF ORDER

A. Remedial Action Costs

The PLPs shall pay to Ecology costs incurred by Ecology pursuant to this Order and consistent with WAC 173-340-550(2). These costs shall include work performed by Ecology or its contractors for, or on, the Site under Chapter 70.105D RCW, including remedial actions and Order preparation, negotiation, oversight, and administration. Ecology's costs shall include costs of direct activities and support costs of direct activities as defined in WAC 173-340-550(2). For all costs incurred subsequent to August 11, 2016, the PLPs shall pay the required amount within 30 days of receiving from Ecology an itemized statement of costs that includes a summary of costs incurred, an identification of involved staff, and the amount of time spent by involved staff members on the project. A general statement of work performed will be provided by Ecology on a monthly basis. Itemized statements shall be submitted by Ecology on a quarterly basis to the PLPs. Pursuant to WAC 173-340-550(4), failure to pay Ecology's costs within ninety 90 days of receipt of the itemized statement of costs will result in interest charges at the rate of 12% per annum, compounded monthly.

In addition to other available relief, pursuant to RCW 19.16.500, Ecology may utilize a collection agency and/or, pursuant to RCW 70.105D.055, file a lien against real property subject to the remedial actions to recover unreimbursed remedial action costs.

B. Designated Project Coordinators

The project coordinator for Ecology is:

Mary Monahan
Toxics Cleanup Program
Washington State Department of Ecology
Central Regional Office
1250 W. Alder Street, Union Gap, WA 98903
Tel: 509-454-7840
Fax: 509.575.2809
mary.monahan@ecy.wa.gov

The project coordinator for the PLPs is:

Allan Gebhard
Senior Vice President
Barr Engineering
4300 Market Pointe Drive
Suite 200
Minneapolis, MN 55435
Tel: 952-832-2725
Fax: 952-832-2601
Email: agebhard@barr.com

Each project coordinator shall be responsible for overseeing the implementation of this Order. Ecology's Project Coordinator will be Ecology's designated representative for the Site. To the maximum extent possible, communications between Ecology and the PLPs, and all documents, including reports, approvals, and other correspondence concerning the activities performed pursuant to the terms and conditions of this Order shall be directed through the project coordinators. The project coordinators may designate, in writing, working level staff contacts for all or portions of the implementation of the work to be performed required by this Order.

Any party may change its respective project coordinator. Written notification shall be given to the other party at least 10 calendar days prior to the change.

C. Performance

All geologic and hydrogeologic work performed pursuant to this Order shall be under the supervision and direction of a geologist licensed in the State of Washington or under the direct supervision of an engineer registered in the State of Washington, except as otherwise provided for by Chapters 18.220 and 18.43 RCW.

All engineering work performed pursuant to this Order shall be under the direct supervision of a professional engineer registered in the State of Washington, except as otherwise provided for by RCW 18.43.130.

All construction work performed pursuant to this Order shall be under the direct supervision of a professional engineer or a qualified technician under the direct supervision of a professional engineer. The professional engineer must be registered in the State of Washington, except as otherwise provided for by RCW 18.43.130.

Any documents submitted containing geologic, hydrologic, or engineering work shall be under the seal of an appropriately licensed professional as required by Chapter 18.220 RCW or RCW 18.43.130.

The PLPs shall notify Ecology in writing of the identity of any supervising engineer(s) and geologist(s), contractor(s) and subcontractor(s) to be used in carrying out the terms of this Order, in advance of their involvement at the Site.

D. Access

Ecology or any Ecology authorized representative may enter and freely move about all property at the Site that the PLPs either own, control, or have access rights to at all reasonable times for the purposes of, *inter alia*: inspecting records, operation logs, and contracts related to the work being performed pursuant to this Order; reviewing the PLPs' progress in carrying out the terms of this Order; conducting such tests or collecting such samples as Ecology may deem necessary; using a camera, sound recording, or other documentary type equipment to record work done pursuant to this Order; and verifying the data submitted to Ecology by the PLPs. The PLPs shall make all reasonable efforts to secure access rights for those properties within the Site not owned or controlled by the PLPs where remedial activities or investigations will be performed pursuant to this Order. Ecology or any Ecology authorized representative shall give

reasonable notice before entering any Site property owned or controlled by the PLPs unless an emergency prevents such notice. All persons who access the Site pursuant to this Section shall be responsible for their own safety and shall comply with any applicable HASP, a copy of which shall be provided to Ecology, together with any subsequent updates. Ecology employees and their representatives shall not be required to sign any liability release or waiver as a condition of Site property access.

For the same purposes and subject to the same conditions as set forth above, Ecology or any Ecology authorized representative may enter and freely move about all property that the PLPs either own, control, or have access rights to at the Interstate 82 Exit 33A Site, as referenced in Section V.C.

E. Sampling, Data Submittal, and Availability

With respect to the implementation of this Order, the PLPs shall make the results of all sampling, laboratory reports, and/or test results generated by it or on its behalf available to Ecology. Pursuant to WAC 173-340-840(5), all sampling data generated under this Order, together with the historical data identified in Exhibit B, shall be submitted to Ecology in both printed and electronic formats in accordance with Section VII (Work to be Performed), Ecology's Toxics Cleanup Program Policy 840 (Data Submittal Requirements), and/or any subsequent procedures specified by Ecology for data submittal. Data submitted in an electronic format to the Ecology Environmental Information Management (EIM) System in compliance with WAC 173-340-840 shall not be considered properly submitted until the EIM Data Coordinator has cleared the data for transfer into the database and the Ecology Project Coordinator has verified that the data is complete and accurate.

If requested by Ecology, the PLPs shall allow Ecology and/or its authorized representative to take split or duplicate samples of any samples collected by the PLPs pursuant to implementation of this Order. The PLPs shall notify Ecology seven (7) days in advance of any sample collection or work activity at the Site. Ecology shall, upon request, allow the PLPs and/or their authorized representative to take split or duplicate samples of any samples collected

by Ecology pursuant to the implementation of this Order, provided that doing so does not interfere with Ecology's sampling. Without limitation on Ecology's rights under Section VIII.D (Access), Ecology shall notify the PLPs prior to any sample collection activity unless an emergency prevents such notice.

In accordance with WAC 173-340-830(2)(a), all hazardous substance analyses shall be conducted by a laboratory accredited under Chapter 173-50 WAC for the specific analyses to be conducted, unless otherwise approved by Ecology.

F. Public Participation

RCW 70.105D.030(2)(a) requires that, at a minimum, this Order be subject to concurrent public notice. Ecology shall be responsible for providing this public notice and reserves the right to modify or withdraw any provisions of this Order should public comment disclose facts or considerations which indicate to Ecology that this Order is inadequate or improper in any respect.

Ecology shall maintain the responsibility for public participation at the Site. However, the PLPs shall cooperate with Ecology and shall:

1. Notify Ecology's Project Coordinator prior to the preparation of all press releases, fact sheets, and before major meetings with the interested public and local governments. Likewise, Ecology shall notify the PLPs prior to the issuance of all press releases and fact sheets, and before major meetings with the interested public and local governments. For all press releases, fact sheets, meetings, and other outreach efforts by the PLPs that do not receive prior Ecology approval, the PLPs shall clearly indicate to its audience that the press release, fact sheet, meeting, or other outreach effort was not sponsored or endorsed by Ecology.

2. When requested by Ecology, participate in public presentations on the progress of the remedial action at the Site. Participation may be through attendance at public meetings to assist in answering questions or as a presenter.

3. When requested by Ecology, arrange and/or continue information repositories to be located at the following locations:

Yakima Public Library
102 North 3rd Street, Yakima WA 98902

Ecology's Central Regional Office
1250 W. Alder Street, Union Gap, WA 98903

At a minimum, copies of all public notices, fact sheets, and documents relating to public comment periods shall be promptly placed in these repositories. A copy of all documents related to this Site shall be maintained in the repository at Ecology's Central Regional Office in Union Gap, Washington.

G. Retention of Records

During the pendency of this Order, and for 10 years from the date of completion of work performed pursuant to this Order, the PLPs shall preserve all records, reports, documents, and underlying data in their possession relevant to the implementation of this Order and shall insert a similar record retention requirement into all contracts with project contractors and subcontractors. Upon request of Ecology, the PLPs shall make all records available to Ecology and allow access for review within a reasonable time.

Nothing in this Order is intended to waive any right the PLPs may have under applicable law to limit disclosure of documents protected by the attorney work-product privilege and/or the attorney-client privilege. If the PLPs withhold any requested records based on an assertion of privilege, the PLPs shall provide Ecology with a privilege log specifying the records withheld and the applicable privilege. No Site-related data collected pursuant to this Order shall be considered privileged.

H. Resolution of Disputes

1. In the event a dispute arises as to an approval, disapproval, proposed change, or other decision or action by Ecology's project coordinator, or an itemized billing statement under Section VIII.A (Remedial Action Costs), the Parties shall utilize the dispute resolution procedure set forth below.

a. Upon receipt of Ecology's project coordinator's written decision or the itemized billing statement, the PLPs have 14 days within which to notify Ecology's project coordinator in writing of its objection to the decision or itemized statement.

b. The Parties' project coordinators shall then confer in an effort to resolve the dispute. If the project coordinators cannot resolve the dispute within 14 days, Ecology's project coordinator shall issue a written decision.

c. The PLPs may then request regional management review of the decision. This request shall be submitted in writing to the Central Region Toxics Cleanup Section Manager within 7 days of receipt of Ecology's project coordinator's written decision.

d. The Section Manager shall conduct a review of the dispute and shall issue a written decision regarding the dispute within 30 days of the PLPs' request for review. The Section Manager's decision shall be Ecology's final decision on the disputed matter.

2. The Parties agree to only utilize the dispute resolution process in good faith and agree to expedite, to the extent possible, the dispute resolution process whenever it is used.

3. Implementation of these dispute resolution procedures shall not provide a basis for delay of any activities required in this Order, unless Ecology agrees in writing to a schedule extension.

4. In case of a dispute, failure to either proceed with the work required by this Order or timely invoke dispute resolution may result in Ecology's determination that insufficient progress is being made in preparation of a deliverable, and may result in Ecology undertaking the work under Section VII (Work to be Performed) or initiating enforcement under Section X (Enforcement).

I. Extension of Schedule

1. An extension of schedule shall be granted only when a request for an extension is submitted in a timely fashion, generally at least 30 days prior to expiration of the deadline for which the extension is requested, and good cause exists for granting the extension. All extensions shall be requested in writing. The request shall specify:

- a. The deadline that is sought to be extended;
- b. The length of the extension sought;
- c. The reason(s) for the extension; and
- d. Any related deadline or schedule that would be affected if the extension were granted.

2. The burden shall be on the PLPs to demonstrate to the satisfaction of Ecology that the request for such extension has been submitted in a timely fashion and that good cause exists for granting the extension. Good cause may include, but may not be limited to:

- a. Circumstances beyond the reasonable control and despite the due diligence of the PLPs including delays caused by unrelated third parties or Ecology, such as (but not limited to) delays by Ecology in reviewing, approving, or modifying documents submitted by the PLPs;
- b. Acts of God, including fire, flood, blizzard, extreme temperatures, storm, or other unavoidable casualty; or
- c. Endangerment as described in Section VIII.K (Endangerment).

However, neither increased costs of performance of the terms of this Order nor changed economic circumstances shall be considered circumstances beyond the reasonable control of the PLPs.

3. Ecology shall act upon any written request for extension in a timely fashion. Ecology shall give the PLPs written notification of any extensions granted pursuant to this Order. A requested extension shall not be effective until approved by Ecology. Unless the extension is a substantial change, it shall not be necessary to amend this Order pursuant to Section VIII.J (Amendment of Order) when a schedule extension is granted.

4. An extension shall only be granted for such period of time as Ecology determines is reasonable under the circumstances. Ecology may grant schedule extensions exceeding ninety (90) days only as a result of:

- a. Delays in the issuance of a necessary permit which was applied for in a timely manner;
- b. Other circumstances deemed exceptional or extraordinary by Ecology; or
- c. Endangerment as described in Section VIII.K (Endangerment).

J. Amendment of Order

The project coordinators may verbally agree to minor changes to the work to be performed without formally amending this Order. Minor changes will be documented in writing by Ecology within seven days of verbal agreement.

Except as provided in Section VIII.L (Reservation of Rights), substantial changes to the work to be performed shall require formal amendment of this Order. This Order may only be formally amended by the written consent of both Ecology and the PLPs. The PLPs shall submit a written request for amendment to Ecology for approval. Ecology shall indicate its approval or disapproval in writing and in a timely manner after the written request for amendment is received. If the amendment to this Order represents a substantial change, Ecology will provide public notice and opportunity to comment. Reasons for the disapproval of a proposed amendment to this Order shall be stated in writing. If Ecology does not agree to a proposed amendment, the disagreement may be addressed through the dispute resolution procedures described in Section VIII.H (Resolution of Disputes).

K. Endangerment

In the event Ecology determines that any activity being performed at the Site is creating or has the potential to create a danger to human health or the environment on or surrounding the Site, Ecology may direct the PLPs to cease such activities for such period of time as it deems necessary to abate the danger. The PLPs shall immediately comply with such direction.

In the event the PLPs determines that any activity being performed at the Site is creating or has the potential to create a danger to human health or the environment, the PLPs may cease such activities. The PLPs shall notify Ecology's project coordinator as soon as possible, but no later than 24 hours after making such determination or ceasing such activities. Upon Ecology's

direction the PLPs shall provide Ecology with documentation of the basis for the determination or cessation of such activities. If Ecology disagrees with the PLPs' cessation of activities, it may direct the PLPs to resume such activities.

If Ecology concurs with or orders a work stoppage pursuant to this section, the PLPs' obligations with respect to the ceased activities shall be suspended until Ecology determines the danger is abated, and the time for performance of such activities, as well as the time for any other work dependent upon such activities, shall be extended in accordance with Section VIII.I (Extension of Schedule) for such period of time as Ecology determines is reasonable under the circumstances.

Nothing in this Order shall limit the authority of Ecology, its employees, agents, or contractors to take or require appropriate action in the event of an emergency.

L. Reservation of Rights

This Order is not a settlement under Chapter 70.105D RCW. Ecology's signature on this Order in no way constitutes a covenant not to sue or a compromise of any of Ecology's rights or authority. Ecology will not, however, bring an action against the PLPs to recover remedial action costs paid to and received by Ecology under this Order. In addition, Ecology will not take additional enforcement actions against the PLPs regarding remedial actions required by this Order, provided the PLPs comply with this Order.

Ecology nevertheless reserves its rights under Chapter 70.105D RCW, including the right to require additional or different remedial actions at the Site should it deem such actions necessary to protect human health and the environment, and to issue orders requiring such remedial actions. Ecology also reserves all rights regarding the injury to, destruction of, or loss of natural resources resulting from the release or threatened release of hazardous substances at the Site.

By entering into this Order, the PLPs do not admit to any liability for the Site. Although the PLPs are committing to conducting the work required by this Order under the terms of this Order, the PLPs expressly reserve all rights available under law, including but not limited to the

right to seek cost recovery or contribution against third parties, and the right to assert any defenses to liability in the event of enforcement.

M. Transfer of Interest in Property

No voluntary conveyance or relinquishment of title, easement, leasehold, or other interest in any portion of the Site shall be consummated by PLPs without provision for continued implementation of all requirements of this Order and implementation of any remedial actions found to be necessary as a result of this Order.

Prior to PLPs' transfer of any interest in all or any portion of the Site, and during the effective period of this Order, PLPs shall provide a copy of this Order to any prospective purchaser, lessee, transferee, assignee, or other successor in said interest; and, at least 30 days prior to any transfer, PLPs shall notify Ecology of said transfer. Upon transfer of any interest, PLPs shall notify all transferees of the restrictions on the activities and uses of the property under this Order and incorporate any such use restrictions into the transfer documents.

N. Compliance with Applicable Laws

1. All actions carried out by the PLPs pursuant to this Order shall be done in accordance with all applicable federal, state, and local requirements, including requirements to obtain necessary permits, except as provided in RCW 70.105D.090. At this time, no federal, state or local requirements have been identified as being applicable to the actions required by this Order.

2. Pursuant to RCW 70.105D.090(1), the PLPs are exempt from the procedural requirements of Chapters 70.94, 70.95, 70.105, 77.55, 90.48, and 90.58 RCW and of any laws requiring or authorizing local government permits or approvals. However, the PLPs shall comply with the substantive requirements of such permits or approvals. At this time, no state or local permits or approvals have been identified as being applicable but procedurally exempt under this Section.

The PLPs have a continuing obligation to determine whether additional permits or approvals addressed in RCW 70.105D.090(1) would otherwise be required for the remedial

action under this Order. In the event either Ecology or the PLPs determine that additional permits or approvals addressed in RCW 70.105D.090(1) would otherwise be required for the remedial action under this Order, it shall promptly notify the other party of its determination. Ecology shall determine whether Ecology or the PLPs shall be responsible to contact the appropriate state and/or local agencies. If Ecology so requires, the PLPs shall promptly consult with the appropriate state and/or local agencies and provide Ecology with written documentation from those agencies of the substantive requirements those agencies believe are applicable to the remedial action. Ecology shall make the final determination on the additional substantive requirements that must be met by the PLPs and on how the PLPs must meet those requirements. Ecology shall inform the PLPs in writing of these requirements. Once established by Ecology, the additional requirements shall be enforceable requirements of this Order. The PLPs shall not begin or continue the remedial action potentially subject to the additional requirements until Ecology makes its final determination.

3. Pursuant to RCW 70.105D.090(2), in the event Ecology determines that the exemption from complying with the procedural requirements of the laws referenced in RCW 70.105D.090(1) would result in the loss of approval from a federal agency that is necessary for the State to administer any federal law, the exemption shall not apply and the PLPs shall comply with both the procedural and substantive requirements of the laws referenced in RCW 70.105D.090(1), including any requirements to obtain permits.

O. Indemnification

The PLPs agree to indemnify and save and hold the State of Washington, its employees, and agents harmless from any and all claims or causes of action for death or injuries to persons or for loss or damage to property to the extent arising from or on account of acts or omissions of the PLPs, their officers, employees, agents, or contractors in entering into and implementing this Order. However, the PLPs shall not indemnify the State of Washington nor save nor hold its employees and agents harmless from any claims or causes of action to the extent arising out of

the negligent acts or omissions of the State of Washington, or the employees or agents of the State, in entering into or implementing this Order.

IX. SATISFACTION OF ORDER

The provisions of this Order shall be deemed satisfied upon the PLPs' receipt of written notification from Ecology that the PLPs have completed the remedial activity required by this Order, as amended by any modifications, and that the PLPs have complied with all other provisions of this Agreed Order.

X. ENFORCEMENT

Pursuant to RCW 70.105D.050, this Order may be enforced as follows:

A. The Attorney General may bring an action to enforce this Order in a state or federal court.

B. The Attorney General may seek, by filing an action, if necessary, to recover amounts spent by Ecology for investigative and remedial actions and orders related to the Site.

C. A liable party who refuses, without sufficient cause, to comply with any term of this Order will be liable for:

1. Up to three times the amount of any costs incurred by the State of Washington as a result of its refusal to comply.

2. Civil penalties of up to twenty-five thousand dollars (\$25,000) per day for each day it refuses to comply.

D. This Order is not appealable to the Washington Pollution Control Hearings Board. This Order may be reviewed only as provided under RCW 70.105D.060.

Effective date of this Order: FEB 17 2017

OFFICEMAX INCORPORATED



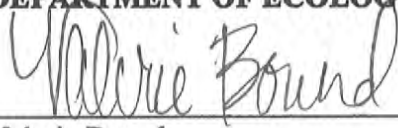
YAKIMA RESOURCES, LLC

LEELYNN, INC. and WILEY MT., INC.



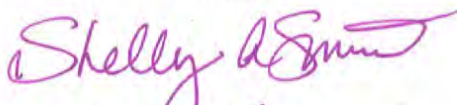
DUNOLLIE ENTERPRISES, LLC

STATE OF WASHINGTON,
DEPARTMENT OF ECOLOGY



Valerie Bound
Section Manager
Toxics Cleanup Program
Central Regional Office




2-22-17
State of Washington,
Yakima County

Attachments:

EXHIBIT A.
EXHIBIT B.

Site Diagram
Historical Data to be Submitted Electronically

Effective date of this Order: FEB 17 2017

OFFICEMAX INCORPORATED

YAKIMA RESOURCES, LLC

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**STATE OF WASHINGTON,
DEPARTMENT OF ECOLOGY**

Valerie Bound
Section Manager
Toxics Cleanup Program
Central Regional Office



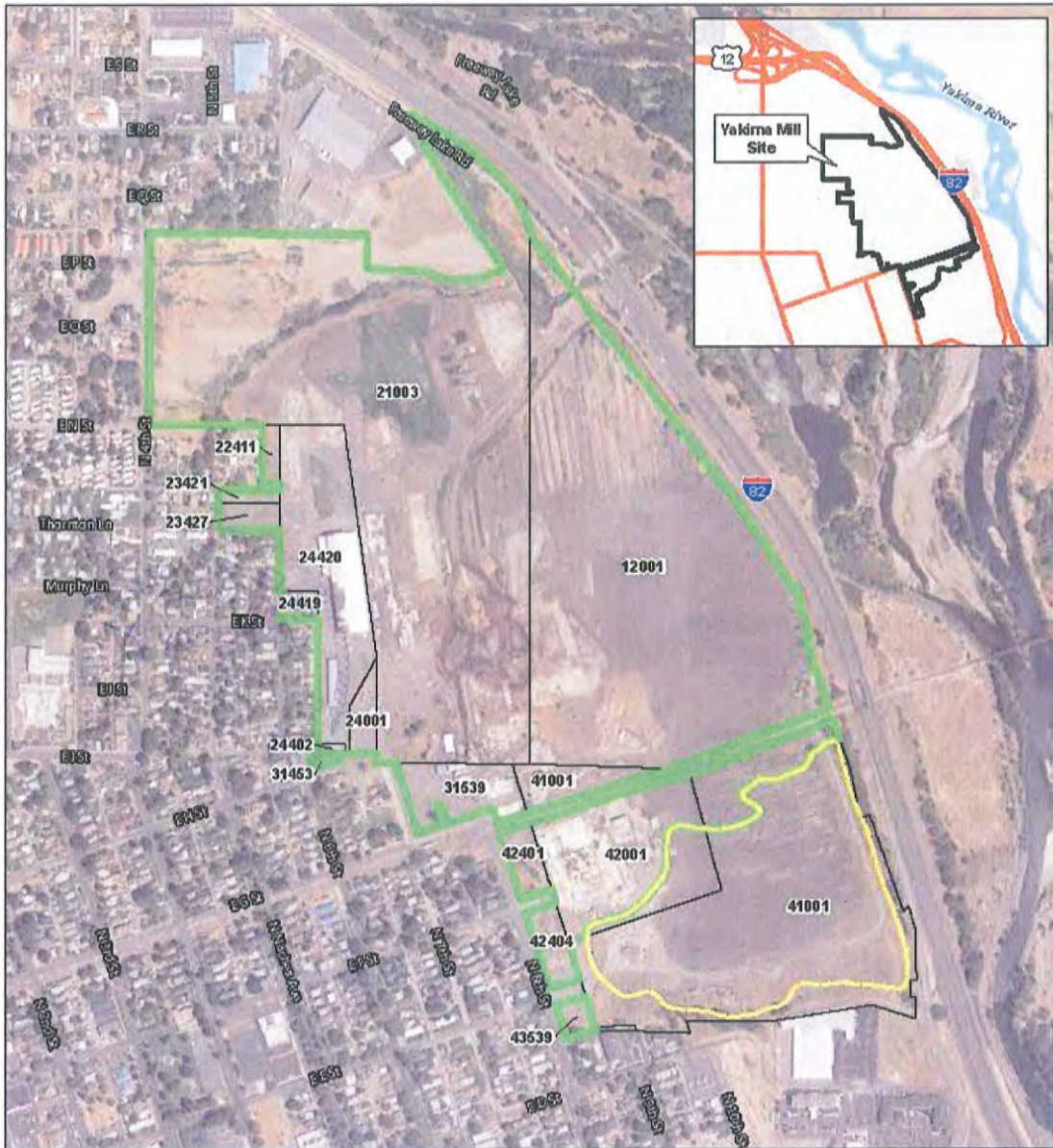
*Shelly A. Smith
2-22-17
State of Washington, Yakima County*




Attachments:

EXHIBIT A.
EXHIBIT B.

Site Diagram
Historical Data to be Submitted Electronically

SITE DIAGRAM



-  Yakima Mill Site Boundary
 Tax Parcel Boundary and Parcel Number (191316-XXXXX)
 Extent of Municipal Solid Waste (Landau, 2013 Phase I) / Interstate 62 Exit 33A Site Boundary




Feet	
700	1,400

Exhibit A

SITE DIAGRAM
Yakima Mill Site
Yakima, WA

Imagery Source: Esri, DigitalGlobe, GeoEye, The TerraGraphics, CNES/Airbus DS, USDA, USDA, AeroGRID, IGN, SPP, Swire, and the GIS User Community
 Esri, Esri, DeLorme, NAVTECH, OpenStreetMap contributors, and the GIS User community

EXHIBIT B
HISTORICAL DATA

1. Parametrix, Inc. Phase II Environmental Site Assessment, Former Boise Cascade Mill Site, (DRAFT), December 2008.
2. Fulcrum Environmental Consulting, Inc. Groundwater Sampling Results for Arsenic Analysis, February 2012 through November 2013, June 10, 2014.
3. Fulcrum Environmental Consulting, Inc. Groundwater Sampling Results for state waste discharge permit, 2012 through 2013 (multiple reports).
4. Fulcrum outfall constituent screening investigation (samples from February 2005 to August 2006).

EXHIBIT G

UTILITY EASEMENT FORM

Document Title: Utility Easement
Reference Number of Related Document:
Grantor(s): OfficeMax Incorporated
Grantee: City of Yakima
Legal Description: See Attachment
Assessor's Tax Parcel Number: 191318-41001

UTILITY EASEMENT

East-West Corridor and Bravo Co. Boulevard

The Grantor, OfficeMax Incorporated, for and in consideration of utility service, conveys and grants unto the City of Yakima and its assigns, Grantee, an easement over, under, upon, and across the hereinafter described lands for a public utility.

Said lands being situated in Yakima County, state of Washington, and described in Exhibit A, attached hereto and made a part hereof.

It is understood and agreed that delivery of this easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Yakima unless and until accepted and approved hereon in writing for the City of Yakima, by its authorized agent.

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT (this “**Agreement**”) is made as of the _____ day of _____, 2020 (the “**Effective Date**”), by and between the City of Yakima (“**Grantee**”) and OfficeMax Incorporated, a Delaware corporation (“**Grantor**”). Each of Grantor and Grantee shall sometimes be referred to herein individually as a “**Party**,” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Grantor is the owner of the real property generally located at 805 North 7th Street, Yakima, Washington, as more particularly described in Exhibit A attached hereto (the “**Grantor Property**”); and

WHEREAS, in connection with Grantee’s contemplated road construction within the former Boise Cascade Mill area, Grantee intends to construct a north-south and east-west roadway that will connect Terrace Heights to the City of Yakima via “H” Street (“**Road Improvements**”).

WHEREAS, through a separate conveyance, Grantee is acquiring from Grantor, in fee simple, the property necessary for construction of the Road Improvements, as more particularly described in Exhibit B (“**Grantee Property**”).

WHEREAS, in connection with Grantee’s construction of the Road Improvements, Grantee has requested Grantor to provide Grantee with a permanent easement over, and the ability to remove soil, municipal solid waste, and any other waste or debris from, and regrade portions of, the Grantor Property adjacent to the Grantee Property for 10’ on either side, as more particularly described and generally depicted on Exhibit C attached hereto (the “**Easement Area**”), for purposes of installing, operating, and maintaining utilities, and Grantor has agreed to provide and establish such permanent utility easements, as subject to the terms and provisions hereinafter contained.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee and Grantee’s employees, licensees, agents, contractors, subcontractors, and workmen (collectively, the “**Grantee Parties**”), in favor of the Grantee Property, a permanent utility easement over the Easement Area (the “**Easement**”) for purposes of constructing, operating, and maintaining utilities associated with the Road Improvements, construction of which includes removing soil, municipal solid waste, and any other waste or debris from backfilling, regrading, and restoring the Easement Area, trenching, placement of shoring, pipe bedding, installation of pipe and manholes, and backfill and compaction of the trenches with suitable material. All work to be

performed by the Grantee Parties within the Easement Area in connection with the exercise of Grantee's rights under this Agreement shall be referred to herein as the "**Easement Area Work.**"

2. Completion of Easement Area Work and Restoration. Prior to commencement of the Easement Area Work, Grantee shall obtain all necessary governmental approvals for such Easement Area Work, including, specifically, approval by the Washington State Department of Ecology ("**Ecology**") of the construction activities described in the *Interim Action Work Plan – Roadway Project Closed City of Yakima Landfill Site* (Landau Associates, May 2, 2019) or such other plan as is approved by Ecology for conducting work in the Easement Area ("**Interim Action Plan**"). All Easement Area Work shall be performed in accordance with such approvals and otherwise in accordance with all applicable laws, rules, and regulations, and shall be completed at Grantee's sole cost and expense. Grantee shall also be responsible for proper disposal of all soil, municipal solid waste, and any other waste or debris removed from Grantor Property in connection with the regrading and restoration work in accordance with all applicable laws, rules, regulations, and the Interim Action Plan. Excavation areas will be backfilled with clean fill imported from offsite, compacted and graded to substantially the same elevation as prior to construction, or as otherwise agreed by Grantor. Backfill materials will be suitable for introduction into the Easement Area and will meet geotechnical and environmental requirements consistent with future commercial and/or industrial use of the Properties, and as required by local regulation, state law, and federal law, where applicable. Upon completion of the foregoing work associated with the Road Improvements and regrading of the Easement Area, the final condition of the easement area will be sufficiently stable for the completion of the adjacent roadways, and will otherwise be restored to substantially similar condition as existed prior to road construction and compliant with local regulation, state law, and federal law, where applicable. The Grantee will transmit final restoration plans and record drawings to Grantor upon completion of those plans as required for road construction bid documentation.

3. Consent of Mortgagees. Grantor hereby represents and warrants that it has obtained any required consent to the granting of the easements set forth herein from any mortgagee or other person which has an encumbrance registered against the Grantor Property, if any.

4. Insurance.

a. Grantee shall obtain and maintain, or shall cause its general contractor(s) or other Grantee Parties accessing the Grantor Property on Grantee's behalf pursuant to the easement rights granted to Grantee hereunder to obtain and maintain, commercial general liability insurance on an occurrence basis against claims for personal injury, bodily injury, death and/or property damage occurring in or about the Grantee's Road Improvements project or arising out of Grantee's exercise of the easement rights granted herein with limits of not less than \$2,000,000 per occurrence and \$5,000,000 general aggregate.

b. All such insurance obtained by or on behalf of Grantee as required hereunder shall provide primary coverage without contribution from any other insurance carried by or for the benefit of Grantor, and shall include blanket broad-form contractual liability coverage to insure Grantee's indemnity obligations under this Agreement. The deductible or self-insured retention under such policy shall not exceed \$100,000. Each insured party shall name Grantor as an additional insured on such policy. The Grantee shall provide Grantor a certificate of insurance evidencing the minimum coverages and limits no later than 10 days prior to the exercise of any rights under the easements granted herein.

5. Indemnity. Grantee agrees to indemnify, defend, and hold harmless the Grantor and its officers, directors, members, managers, shareholders, affiliates, employees, agents, tenants, lenders, successors, and assigns ("**Grantor Parties**") from any and all claims, causes of action, demands, liabilities, costs, and expenses whatsoever (including without limitation reasonable attorneys' fees and costs), whether such claim, cause of action, demand, liability, cost, or expense is liquidated or contingent, known or unknown, or now existing or hereafter arising (collectively, "**Claims**"), which the Grantor Parties may suffer or incur due to any damage to property, injury to or death of any person, or otherwise as a result of the entry upon, activities on, or use of the Grantor Property in the exercise of the easement rights granted hereunder by the Grantee Parties, except in the event and to the extent any such Claims arise from or are attributable to the gross negligence or intentional misconduct of one or more of the Grantor Parties.

6. Notices. Any notice required to be given pursuant to this Agreement shall be in writing and shall be sent by certified mail, hand delivery, or overnight courier to the appropriate Parties as follows:

Grantor: OfficeMax Incorporated
Attention: Jessica M. Callow
Assistant General Counsel, Litigation
Office Depot, Inc.
6600 North Military Trail
Boca Raton, FL 33496

with a copy to: Nelson Mullens
Attention: Noelle E. Wooten
One Wells Fargo Center
301 South College Street
23rd Floor
Charlotte, NC 28202
Email: noelle.wooten@nelsonmullins.com

Grantee: City of Yakima
Attention: Jeff Cutter, City Attorney
129 North Second Street
Yakima, WA 98901

with a copy to: PKG Law P.S.
Attention: Andrew King
2701 First Ave., Suite 410
Seattle, WA 98121
Email: andy.king@pkglaw.com

Any notice required or permitted to be delivered in connection with this Agreement shall be deemed to be received: (a) if given by certified mail, three (3) business days after when deposited in the mail, postage prepaid, return receipt requested; (b) if given by E-mail transmission, upon the date and time of such transmission as evidenced by the sender's E-mail delivery confirmation; (c) if given by hand delivery, when such notice is received by the Party to whom it is addressed; or (d) if given by an overnight courier service, the day after when deposited with such courier if the service elected is next day delivery, otherwise two (2) days after deposit with such courier. Any Party shall have the right to change its address by giving five (5) days' prior written notice to the other Party.

7. Recorded Encumbrance; Further Assurances. The Parties hereby acknowledge and confirm that this Agreement shall be recorded against the title of the Grantor Property and Grantee Property, and the Parties agree to execute, at the request of Grantee, any further documents or assurances as may be reasonably required in order to give effect to the foregoing provisions of this Agreement.

8. Successors and Assigns. This Agreement and all benefits, rights, covenants, and obligations herein contained shall run with the land and shall respectively inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns, including any future owners of the Grantor Property or Grantee Property.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Washington as to all matters, including, but not limited to, matters of validity, construction, effect, and performance.

10. Counterparts. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

11. Time is of the Essence. Time shall be of the essence with respect to this Agreement.

12. Severability. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable by a court of competent jurisdiction, such provision shall be stricken and the remainder of this Agreement shall nonetheless remain in full force and effect unless striking such provision shall materially alter the intention of the Parties.

13. Entire Agreement. This Agreement and the exhibits attached hereto constitute the final and complete agreement and supersede all prior correspondence or agreements between the Parties relating to the subject matter hereof. This Agreement cannot be modified other than by written agreement executed by a duly authorized officer or representative of Grantor and Grantee.

14. Authority. Each Party hereby represents and warrants to the other that (i) it has the full power and authority necessary to enter into this Agreement and to grant and convey the easements; (ii) the individual(s) signing this Agreement on its behalf have the authority to bind the Party and to enter into this Agreement; and (iii) it has taken all required action(s) to legally authorize the execution, delivery, and performance of this Agreement. Each Party shall indemnify, defend, and hold the other harmless from any and all damages, losses, expenses, attorney's fees, and costs arising out of any breach of the foregoing representations and warranties.

15. Attorneys' Fees. In the event that any lawsuit or other proceeding is brought to enforce any of the terms hereof, the prevailing Party shall be entitled to recover its costs and expenses incurred in connection with such action or proceeding (including any appeals therefrom) from the non-prevailing Party, including reasonable attorneys' and court fees and costs.

[Signatures on following page]

IN WITNESS WHEREOF the Parties hereto have hereunto executed this Agreement as of the date first above-noted.

GRANTOR:

By: _____
Name: _____
Title: _____

GRANTEE:

By: _____
Name: _____
Title: _____

STATE OF WASHINGTON)
) SS.
COUNTY OF YAKIMA)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument, and acknowledged it as the _____ of _____, to be free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 2020.

Notary Seal	_____
	(Signature of Notary)

	(Legibly Print or Stamp Name of Notary) Notary Public in and for the State of Washington My appointment expires:

STATE OF WASHINGTON)
) SS.
COUNTY OF YAKIMA)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument, and acknowledged it as the _____ of _____, to be free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 2020.

Notary Seal	_____
	(Signature of Notary)

	(Legibly Print or Stamp Name of Notary) Notary Public in and for the State of Washington My appointment expires:

EXHIBIT A

Legal Description of Grantor Property

EXHIBIT B

Legal Description of Grantee Property

EXHIBIT C

Legal Description and Map of Public Utility Easement Area

EXHIBIT H

TEMPORARY CONSTRUCTION EASEMENT FORM

TEMPORARY CONSTRUCTION ACCESS AND GRADING EASEMENT AGREEMENT

Document Title: Temporary Easement
Reference Number of Related Document:
Grantors: LeeLynn, Inc. and Wiley Mt., Inc.
Grantee: City of Yakima
Legal Description: Attached as Exhibit A
Assessor's Tax Parcel Number: 19138-24001

TEMPORARY EASEMENT

East-West Corridor and Bravo Co. Boulevard

The Grantors, LeeLynn and Wiley Mt., convey and grant unto the City of Yakima and its assigns, Grantee, the right, privilege, and easement over, upon, and across the hereinafter described lands for the purpose of road construction.

The temporary rights herein granted automatically terminate 60 months from closing of the ROW Transaction. The Grantee agrees to negotiate in good faith for earlier termination of the Easement on the City's completion of phases of the Road Improvements. Upon written agreement of termination of the Easement, the Parties hereto agree to file of record a termination of this Agreement in a form reasonably agreed upon by the Parties hereto.

Said lands being situated in Yakima County, state of Washington, and described in Exhibit A attached hereto and made a part hereof.

It is understood and agreed that delivery of this temporary easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Yakima unless and until accepted and approved hereon in writing for the City of Yakima, by its authorized agent.

TEMPORARY CONSTRUCTION ACCESS AND GRADING EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION ACCESS AND GRADING EASEMENT AGREEMENT (this “**Agreement**”) is made as of the ____ day of _____, 2020 (the “**Effective Date**”), by and between the City of Yakima (“**Grantee**”) and LeeLynn Inc., an Oregon limited liability company and Wiley Mt., Inc, an Oregon limited liability company (collectively “**Grantors**”). Each of Grantors and Grantee shall sometimes be referred to herein individually as a “**Party**,” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Grantors are the owners of the real property generally located at 805 North 7th Street, Yakima, Washington as more particularly described on Exhibit A attached hereto (the “**Grantor Property**”); and

WHEREAS, in connection with Grantee’s contemplated road construction within the former Boise Cascade Mill area, Grantee intends to construct a north-south and east-west roadway that will connect Terrace Heights to the City of Yakima via “H” Street (“**Road Improvements**”) and is obtaining rights-of-way (“**ROWS**”) to further implement Road Improvements in a phased, multi-year construction project.

WHEREAS, through a separate conveyance, Grantee is acquiring from Grantor, in fee simple, the property necessary for construction of the Road Improvements, as more particularly described in Exhibit B (“**Grantee Property**”).

WHEREAS, in connection with Grantee’s construction of the Road Improvements, Grantee has requested Grantors to provide Grantee with temporary construction access over, and the ability to remove soil, municipal solid waste, and any other waste or debris from, and regrade portions of the of the Grantor Property adjacent to the Grantee Property for 50’ on either side, as more particularly described and generally depicted on Exhibit B attached hereto (the “**Easement Area**”), and Grantors have agreed to provide and establish such temporary construction access and grading easements, as subject to the terms and provisions hereinafter contained.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easement and Restoration. Grantors hereby grant to Grantee and Grantee’s employees, licensees, agents, contractors, subcontractors, and workmen (collectively, the “**Grantee Parties**”), in favor of the Grantee Property, a non-exclusive, temporary access and construction grading easement over the Easement Area (the “**Easement**”) for purposes of constructing the Road Improvements and regrading the Easement Area, including excavation/removal of existing materials, municipal solid waste, and any other waste or debris, backfilling, and compaction of the excavation with suitable material, staging of construction equipment, stockpiling of materials, and final grading of the site, provided that such access and use of the Easement Area, and regrading of the Easement

Area, by the Grantee Parties (1) shall be accomplished in a manner that does not unreasonably interfere with the use and enjoyment by Grantors and Grantors' employees, tenants, licensees, invitees, patrons, agents, contractors, subcontractors, and workmen of the other portions of the Grantors Property; and (2) shall be coordinated with Grantors to minimize interference with use and enjoyment of the other portions of the Grantors Property. All work to be performed by the Grantee Parties within the Easement Area in connection with the exercise of Grantee's rights under this Agreement shall be referred to herein as the "**Easement Area Work**".

2. Completion of Easement Area Work and Restoration. Prior to commencement of the Easement Area Work, Grantee shall obtain all necessary governmental approvals for such Easement Area Work, including, specifically, approval by the Washington State Department of Ecology ("**Ecology**") of the construction activities described in the *Interim Action Work Plan – Roadway Project Closed City of Yakima Landfill Site* (Landau Associates, May 2, 2019) or such other plan as is approved by Ecology for conducting work in the Easement Area ("**Interim Action Plan**"). All Easement Area Work shall be performed in accordance with such approvals and otherwise in accordance with all applicable laws, rules, and regulations, and shall be completed at Grantee's sole cost and expense. Grantee is also responsible for proper disposal of all soil removed from Grantor Property in connection with the regrading work in accordance with all applicable laws, rules, regulations, and the Interim Action Plan. Grantee acknowledges its responsibility for proper handling, management, and disposal of any material(s), including, without limitation, environmentally-impacted soil, debris, free-product, municipal solid waste, and any other waste or debris, or other environmentally sensitive media, that are removed, disturbed, or otherwise discovered during the course road construction work. Excavation areas will be backfilled with clean fill imported from offsite, compacted and graded to substantially the same elevation as prior to construction, or as otherwise agreed by Grantors. Backfill materials will be suitable for introduction into the Easement Area and will meet geotechnical and environmental requirements consistent with future commercial and/or industrial use of the Properties, and as required by local regulation, state law, and federal law, where applicable. Upon completion of the foregoing work associated with the Road Improvements and regrading of the Easement Area, the final condition of the easement area will be sufficiently stable for the completion of the adjacent roadways, and will otherwise be restored to substantially similar condition as existed prior to road construction and compliant with local regulation, state law, and federal law, where applicable. The Grantee will transmit final restoration plans and record drawings to Grantor upon completion of those plans as required for road construction bid documentation.

3. Termination. The Easement automatically terminates 60 months from closing of the ROW Transaction. The Grantee agrees to negotiate in good faith to earlier termination of the Easement on the City's completion of phases of the Road Improvements. Upon written agreement of termination of the Easement, the Parties hereto agree to file of record a termination of this Agreement in a form reasonably agreed upon by the Parties hereto.

4. Consent of Mortgagees. Grantors hereby represent and warrant that they have obtained any required consent to the granting of the easements set forth herein from any mortgagee or other person which has an encumbrance registered against the Grantors Property, if any.

5. Insurance.

- (a) Grantee shall obtain and maintain, or shall cause its general contractor(s) or other parties accessing the Grantors Property on Grantee's behalf pursuant to the easement rights granted to Grantee hereunder to obtain and maintain, commercial general liability insurance on an occurrence basis against claims for personal injury, bodily injury, death, and/or property damage occurring in or about the Grantee's Road Improvements project or arising out of Grantee's exercise of the easement rights granted herein with limits of not less than \$2,000,000 per occurrence and \$5,000,000 general aggregate.
- (b) All such insurance obtained by or on behalf of Grantee as required hereunder shall provide primary coverage without contribution from any other insurance carried by or for the benefit of Grantors, and shall include blanket broad-form contractual liability coverage to insure Grantee's indemnity obligations under this Agreement. The deductible or self-insured retention under such policy shall not exceed \$100,000. Each insured party shall name Grantors as an additional insured on such policy. The Grantee shall provide Grantors a certificate of insurance evidencing the minimum coverages and limits no later than 10 days prior to the exercise of any rights under the easements granted herein.

6. Indemnity. Grantee agrees to indemnify, defend, and hold harmless the Grantors and their officers, directors, members, managers, shareholders, affiliates, employees, agents, tenants, lenders, successors, and assigns ("**Grantor Parties**") from any and all claims, causes of action, demands, liabilities, costs, and expenses whatsoever (including, without limitation, reasonable attorneys' fees and costs), whether such claim, cause of action, demand, liability, cost, or expense is liquidated or contingent, known or unknown, or now existing or hereafter arising (collectively, "Claims"), which the Grantor Parties may suffer or incur due to any damage to property, injury to or death of any person, or otherwise as a result of the entry upon, activities on, or use of the Grantor Property in the exercise of the easement rights granted hereunder by the Grantee Parties, except in the event and to the extent any such Claims arise from or are attributable to the gross negligence or intentional misconduct of one or more of the Grantor Parties.

7. Notices. Any notice required to be given pursuant to this Agreement shall be in writing and shall be sent by certified mail, E-mail, hand delivery, or overnight courier to the appropriate Parties as follows:

Grantor: LeeLynn, Inc.
Attention: Melvin McDougal
600 Dale Kuni Rd.
Cresswell, OR 97426
Email:

Grantor: Wiley Mt., Inc.
Attention: Norman McDougal
600 Dale Kuni Rd.
Cresswell, OR 97426
Email:

with a copy to: Meyer, Fluegge & Tenney, P.S.
James C. Carmody
230 S. 2nd Street
Yakima, WA 98901
Phone: 509/575-8500
Fax: 509.575-4676

with a copy to: Tupper Mack Wells PLLC
Attention: Matthew D. Wells
2025 First Ave., Suite 1100
Seattle, WA 98121
Email: wells@tmw-law.com

Grantee: City of Yakima
Attention: Jeff Cutter, City Attorney
129 North Second Street
Yakima, WA 98901
Email: jeff.cutter@yakimawa.gov

with a copy to: PKG Law P.S.
Attention: Andrew King 2701 First Ave., Suite 410
Seattle, WA 98121
Email: andy.king@pkglaw.com

Any notice required or permitted to be delivered in connection with this Agreement shall be deemed to be received: (a) if given by certified mail, three (3) business days after when deposited in the mail, postage prepaid, return receipt requested; (b) if given by E-mail transmission, upon the date and time of such transmission as evidenced by the sender's E-mail delivery confirmation; (c) if given by hand delivery, when such notice is received by the Party to whom it is addressed; or (d) if given by an overnight courier service, the day after when deposited with such courier if the service elected is next day delivery, otherwise two (2) days after deposit with such courier. Any Party shall have the right to change its address by giving five (5) days' prior written notice to the other Party.

8. Recorded Encumbrance; Further Assurances. The Parties hereby acknowledge and confirm that this Agreement shall be recorded against the title of the Grantor Property and Grantee Property, and the Parties agree to execute, at the request of Grantee, any further documents or assurances as may be reasonably required in order to give effect to the foregoing provisions of this Agreement.

9. Successors and Assigns. This Agreement and all benefits, rights, covenants, and obligations herein contained shall run with the land and shall respectively inure to the benefit of and

be binding upon the Parties hereto and their respective successors and assigns, including any future owners of the Grantor Property or Grantee Property.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Washington as to all matters, including, but not limited to, matters of validity, construction, effect, and performance.

11. Counterparts. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

12. Time is of the Essence. Time shall be of the essence with respect to this Agreement.

13. Severability. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable by a court of competent jurisdiction, such provision shall be stricken and the remainder of this Agreement shall nonetheless remain in full force and effect unless striking such provision shall materially alter the intention of the Parties.

14. Entire Agreement. This Agreement and the exhibits attached hereto constitute the final and complete agreement and supersede all prior correspondence or agreements between the Parties relating to the subject matter hereof. This Agreement cannot be modified other than by written agreement executed by a duly authorized officer or representative of Grantors and Grantee.

15. Authority. Each Party hereby represents and warrants to the other that (i) it has the full power and authority necessary to enter into this Agreement and to grant and convey the easements; (ii) the individual(s) signing this Agreement on its behalf have the authority to bind the Party and to enter into this Agreement; and (iii) it has taken all required action(s) to legally authorize the execution, delivery, and performance of this Agreement. Each Party shall indemnify, defend, and hold the other harmless from any and all damages, losses, expenses, attorney's fees, and costs arising out of any breach of the foregoing representations and warranties.

16. Attorneys' Fees. In the event that any lawsuit or other proceeding is brought to enforce any of the terms hereof, the prevailing Party shall be entitled to recover its costs and expenses incurred in connection with such action or proceeding (including any appeals therefrom) from the non-prevailing Party, including reasonable attorneys' and court fees and costs.

[Signatures on following page]

IN WITNESS WHEREOF the Parties hereto have hereunto executed this Agreement as of the date first above-noted.

GRANTOR:

By: _____
Name: _____
Title: _____

GRANTOR:

By: _____
Name: _____
Title: _____

GRANTEE:

By: _____
Name: _____
Title: _____

STATE OF WASHINGTON)
) SS.
COUNTY OF YAKIMA)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument, and acknowledged it as the _____ of _____, to be free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 2020.

Notary Seal	_____
	(Signature of Notary)

	(Legibly Print or Stamp Name of Notary) Notary Public in and for the State of Washington My appointment expires: _____

STATE OF WASHINGTON)
) SS.
COUNTY OF YAKIMA)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument, and acknowledged it as the _____ of _____, to be free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____, 2020.

Notary Seal	_____
	(Signature of Notary)

	(Legibly Print or Stamp Name of Notary) Notary Public in and for the State of Washington My appointment expires: _____

EXHIBIT A

Legal Description of Grantor Property

EXHIBIT B

Legal Description of Grantee Property

EXHIBIT C

Legal Description and Map of Easement Area

EXHIBIT I

RECIPROCAL ACCESS AGREEMENT

ACCESS AGREEMENT

This Access Agreement made and entered into by OfficeMax Incorporated, a Delaware Corporation, as successor to Boise Cascade Corporation (“OfficeMax”); Yakima Resources, LLC, a Washington limited liability company (“Yakima Resources”); LeeLynn, Inc. and Wiley Mt., Inc., both Oregon Corporations (collectively “Owners”); and the City of Yakima, a municipal corporation in the state of Washington (the “City”) (individually a “Party,” and collectively referred to as the “Parties”).

RECITALS

A. OfficeMax is the current owner of the real property legally described in the attached Exhibit A (the “Landfill Property”). The Landfill Property is identified by Yakima County Assessor Tax Parcel No. 191318-41001.

B. OfficeMax leases the Landfill Property to Yakima Resources pursuant to a lease agreement dated February 11, 2004, titled the South Parcel Lease, and recorded in Yakima County under Yakima County Auditor’s File No. 7384573.

C. In 2011, 2014, and 2016, OfficeMax, Yakima Resources, and the City entered into access agreements to allow the City to conduct investigations on the Landfill Property, including the installation of monitoring wells and gas probes, some of which remain on the Landfill Property. The access agreements for 2011 and 2014 expired. This Access Agreement is intended to supersede and replace the 2016 access agreement.

D. Owners are the current owners of real property legally described in the attached Exhibit B. The property described in Exhibit B includes parcels identified by Yakima County Assessor Tax Parcel Nos. 191318-12001, 191318-21003, 191318-24001, 191318-42001, 191318-42404, 191318-42003, 191318-43539, and 191318-31539 (collectively the “Mill Properties”). The Landfill Property and Mill Properties are collectively referred to as “Properties.”

E. In 2013, 2014, and 2016, Owners and the City entered into access agreements to allow the City to conduct investigations on the Mill Properties, including the installation of monitoring wells and gas probes, some of which remain on the Mill Properties. The access agreements for 2011 and 2014 expired. This Access Agreement is intended to supersede and replace the 2016 access agreement.

F. In 2017, OfficeMax, Yakima Resources, Owners, and Dunollie Enterprises, LLC entered into an Agreed Order with Washington State Department of Ecology (“Ecology”), to conduct a Remedial Investigation (“RI”), prepare a Feasibility Study (“FS”), and prepare a draft Cleanup Action Plan (“dCAP”) for the Yakima Mill Site (“Mill Site”) under Agreed Order No. DE 13959.

G. In 2018, the City entered an Agreed Order with Ecology to complete an interim action, update a Conceptual Site Model (“CSM”), prepare a FS, and prepare a dCAP for the

Landfill Cleanup Site (“Landfill Site”). The Agreed Order is called the Interstate 82 Exit 33A Landfill Facility Agreed Order No. DE 15861.

H. The Landfill Site and Mill Site are defined in relation to one another and are generally depicted in Exhibit C, Site Diagram. The Landfill Site is defined in the Interstate 82 Exit 33A Landfill Agreed Order No. DE 15861 as “the area at the general location above where municipal solid waste has come to be located, or which is affected by a release or threatened release of hazardous substances from such municipal solid waste; more specifically, the edges of the municipal solid waste and any leachate impacted surrounding soils, the extent of any contaminated groundwater plume, and vapor phase gas in the unsaturated zones above the municipal solid waste.” The Mill Site is defined in the Yakima Mill Site Agreed Order No. DE 13959 “by the extent of contamination caused by releases of hazardous substances at the Site, which, based on facts known as of the effective date of this Order, is exclusive of any area 1) where municipal solid waste has come to be located, or 2) which is affected by a release or threatened release of hazardous substances from municipal solid waste.”

I. The City is building road and utility infrastructure improvements through the Properties and touching the Mill Site and Landfill Site. To this end, the City is acquiring rights of way (“ROWs”) in fee simple, utility easements, and temporary construction easements (“TCEs”) across portions of the Properties, as generally depicted in Exhibit D, Bravo Co. Blvd. Right of Way Plans. Legal Descriptions for the areas to be acquired in fee, or for the granting of utility easements and TCEs, are included as Exhibit E. To the extent that the road and utility infrastructure work affects the Mill Site and Landfill Site, it is being conducted as an interim action under Agreed Order No. DE 15861.

J. The City, OfficeMax, Yakima Resources, and the Owners wish to provide reciprocal access to Properties or portions of Properties necessary to undertake the responsibilities required by the Parties’ respective Agreed Order obligations after the closing of the ROW transaction (“ROW Transaction”).

K. In addition, the City wishes to grant OfficeMax, Yakima Resources, and the Owners access to portions of their Properties that are made inaccessible or stranded due to the ROW Transaction.

L. Finally, to the extent the Owners, Yakima Resources, or OfficeMax wish to gain access to locations within TCE areas prior to TCE termination or expiration, the City wishes to provide access on a case-by-case basis, upon written notification from requesting party, consultation with the City’s consultants and contractors, and written confirmation of time, place, and activities to be conducted within the TCE areas. As provided below, the City will not authorize access to TCEs prior to termination if such access interferes with road construction activities.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the above, and for other good and valuable consideration, the parties hereto agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are incorporated herein as terms and conditions of this Access Agreement.

2. Use of Property.

2.1 Access for Agreed Order Work. In accordance with the terms and provisions of this Access Agreement, each Party and its authorized employees, representatives, agents, invitees (including Ecology), engineers, surveyors, and contractors, and their respective agents, subcontractors, and employees, may access and enter portions of the Landfill Property and Mill Properties as necessary to perform work under their respective Agreed Orders, including the performance of the RI, preparation of the CSM and FS, and the preparation of the dCAP deliverables ("Agreed Order Work"). This grant of access does not apply to the City's interim action work, access for which is provided by the ROW Transaction. Access for Agreed Order Work must be reasonable and necessary, and must be required by Ecology pursuant to the Agreed Order of the Party seeking access ("Accessing Party"). The Accessing Party must provide a scope of work for owner's and/or lessor's review and must obtain written approval for the scope of work and other reasonable incidental or related activities in furtherance thereof at least 15 days prior to entry onto the Properties. Authorized employees, representatives, agents, invitees, engineers, surveyors, and contractors, and their respective agents, subcontractors, and employees shall only include those necessary for the performance and oversight of Agreed Order Work.

2.2 Access to Stranded Parcel(s). To the extent that the ROW Transaction creates inaccessible areas on property now owned or leased by OfficeMax, Yakima Resources, or the Owners, the City authorizes the current owner and lessee, and their authorized employees, representatives, agents, invitees, engineers, surveyors, and contractors, and their respective agents, subcontractors, and employees, to cross the ROWs and related easement areas with personnel, vehicles, equipment and materials to access and enter the inaccessible properties for all purposes, including the conduct of Agreed Order Work. access will not be restricted, but shall be subject to reasonable conditions due to road construction activities. The City and Yakima Resources and Owners will produce a short document with the location, timing, and nature of access annually upon the closing date of the transaction, that will take into consideration road construction activities, property use and development needs. OfficeMax shall be given the opportunity to review, comment upon and supplement such document to the extent it has additional access needs for purposes of execution of its obligations under the Mill Site Agreed Order No. DE 13959. An access plan for 2020 and 2021 will be provided in closing documents of the ROW Transaction.

2.3 Access to TCE Areas Prior to TCE Termination. In addition to the grants of access provided in Paragraphs 2.1 (Access for Agreed Work) and 2.2 (Access to Stranded Parcel(s)), the City may provide access, as provided in the Paragraph, on a case-by-case basis to the extent the Owners, Yakima Resources or OfficeMax wish to gain access to locations within TCE areas prior to TCE termination for activities outside the requirements of their Agreed Order. To the extent

feasible, the Party requesting access will provide 15-days written notification to the City and consult with the City's agents and contractors regarding proposed activities. The City will provide written confirmation of its authorization of times, locations, and activities to be conducted within the TCE areas within the 15-day notice window, unless reasonably delayed by consultation issues. The City will not authorize access to TCE areas prior to termination if proposed activities would interfere with road construction activities. Contemplated TCE area activities include survey work or work required for generating plans for redevelopment. This Paragraph does not apply to or modify the grants of access provided in Paragraphs 2.1 and 2.2.

2.4 Access: Non-Interference. The Parties' exercise of their right to access the Properties will not unreasonably interfere with normal activities, including, but not limited to, road construction and activities necessary for construction or log yard material reclamation, conducted by the current fee owner, lessee or easement beneficiary of property. Without limitation, the Accessing Party shall be presumed not to be liable under this Paragraph for unreasonable interference with owner's, lessee's or easement beneficiary's activities at the Properties, unless the Accessing Party is given actual, prior notice of the nature, extent, and timing of that activity and provided that the Accessing Party provides owner, lessee, easement beneficiary and Ecology (Mary Monahan for the Mill Site or Frank Winslow for the Landfill Site) with 7 days' advance notice before conducting invasive activities. The Parties have a good faith obligation to coordinate with one another to allow the Accessing Party and its consultants to complete Agreed Order Work without causing unreasonable interference prohibited in this Paragraph 2.6.

2.5 Access: Safety. Each Party shall be solely responsible for the safety of its authorized employees, representatives, agents, invitees, engineers, surveyors, and contractors, and their respective agents, subcontractors, and employees, including preparing, implementing, and enforcing Health and Safety Plans (HASPs) as may be required by Washington law, including any necessary hazardous materials training for those conducting the work.

2.6 Access: Site Restoration. The following shall apply to all work conducted by any Party exercising its access rights under this Access Agreement.

2.6.1 The Accessing Party acknowledges its sole responsibility for proper handling, management, and disposal of any material(s), including, without limitation, environmentally-impacted, soil, debris, free-product, or other environmentally sensitive media, that are removed, disturbed, or otherwise discovered during the course of performing the Agreed Order-required work and that cannot be properly backfilled.

2.6.2 The Accessing Party shall be solely responsible for and shall ensure that any damage to or penetration through the landfill cap is repaired to reasonable condition.

2.6.3 The Accessing Party shall backfill test pit locations and return the surface to substantially the same condition present before excavation. If the Accessing Party's excavation equipment becomes visibly contaminated with oil or other contaminants, the Accessing Party shall clean the equipment before proceeding to other locations to prevent cross-contamination.

2.6.4 The Accessing Party shall promptly dispose any investigation derived waste it may generate in conducting the work authorized by this Access Agreement, including any drums temporarily stored on site pending laboratory analysis, at appropriate off-site facilities, and shall be solely responsible for the cost of disposal. Any temporary storage of drums by an Accessing Party will occur on property owned or controlled by that Accessing Party.

2.6.5 At such time as the Parties determine in writing that monitoring wells and gas probes installed under prior access agreements or this Access Agreement are no longer needed for investigation of the Properties, whether under Ecology Agreed Orders or otherwise, the Party responsible for installation shall arrange for decommissioning of such wells and probes in accordance with applicable regulations, including WAC Chapter 173- 160, at its sole cost. Prior to decommissioning, the Party responsible for installation will make its wells and probes available to others for sampling, including such sampling as may be required under Ecology Agreed Orders. If a Party conducts sampling of another Party's wells or gas probes, the sampling Party shall provide the owner copies of the sampling data in hard copy and electronic copy suitable for entry into Ecology's Electronic Information Management system. Parties with wells and gas probes on their own property accept responsibility for any damage or harm they cause to gas probes or monitoring wells during their sampling events.

3. Indemnification.

3.1 Indemnity. The Accessing Party shall indemnify, defend, and hold harmless property owner(s), lessee or easement beneficiary, as applicable, and all of their respective affiliates, members, officers, employees, directors, distributors, suppliers, customers, and agents (collectively referred to in this Section 3 as "Indemnitees") from and against any and all liability, loss, damage, or expense, including legal fees and costs of defense, arising from any claim, action, or cause of action asserted against Indemnitees arising from the Accessing Party's actions and performance of the work performed under the right of access granted in this Access Agreement and as a result of: (i) any breach of this Agreement by the Accessing Party; (ii) negligence or willful misconduct on the part of the Accessing Party, its employees, representatives, agents, invitees, and their respective agents, subcontractors, and employees; and/or (iii) the Accessing Party's failure to comply with federal, state, local, or other applicable law in the access granted and work performed under this Access Agreement. The Accessing Party shall not be responsible to Indemnitees for any such liability, loss, damage, or expense, including legal fees and costs of defense or for any claim, action, or cause of action to the extent they result from or are caused by the acts or omissions of Indemnitees, their employees, subcontractors, consultants, or agents.

3.2 Notice of Claim. This duty to indemnify shall not arise, however, unless Indemnitees notify the Accessing Party within a reasonable period after they receive actual notice of such claim. The Accessing Party may, at its option, settle claims brought against Indemnitees that it is obligated to indemnify and defend if OfficeMax, Yakima Resources, Owners, or the City, as appropriate, authorize such settlement in writing. Indemnitees' authorization shall not be unreasonably withheld.

3.3 Survival. The obligations of the Accessing Party pursuant to this Section shall survive the termination of this Agreement.

3.4 Limitation of Liability. Except for the Accessing Party's indemnification obligations, in no event will the Accessing Party be liable for any indirect, special, incidental, or consequential damages, whether based on contract, tort, or any other legal theory, including, without limitation, loss of data or its use, loss of profits, loss of business, or other economic damages, even if advised of the possibility of such loss or damage.

4. Insurance.

4.1 Liability Insurance. During the performance of any work authorized under this Access Agreement, the Accessing Party or its contractor or consultant, at its cost and expense, shall purchase and maintain the insurance set forth in this Section 4.

4.2 Workers' Compensation Liability. Workers' Compensation insurance shall be provided as required by Washington State law.

4.3 General Liability. The Accessing Party, or its contractor or consultant performing work under this Agreement, shall maintain a Commercial General Liability (Occurrence) policy, which policy shall include coverage for infringement of copyrights and trademarks, and advertising injury, premises and operations, products and completed operations, contractual liability, broad form property damage, including completed operations, and personal injury liability. The policy shall have a combined single limit for bodily injury and property damage of \$2,000,000 each occurrence and \$5,000,000 general aggregate.

4.4 Automobile Liability. The Accessing Party, or its contractor or consultant performing work under this Agreement, shall maintain an Automobile Liability policy with a combined single limit for bodily injury and property damage of not less than \$2,000,000 for each accident. The policy shall cover all owned, hired, and non-owned automobiles used in the performance of the work under this Agreement and shall include coverage for Automobile Contractual Liability.

4.5 Professional Liability Errors & Omissions. For any work performed under this Agreement, the Accessing Party, or its primary contractor or consultant responsible for performing or arranging for performance of the work under this Agreement, shall maintain a Professional Liability Errors & Omissions policy in an amount no less than \$2,000,000 for each occurrence.

4.6 Insurance Certificate. The Accessing Party shall not be permitted to enter onto the Properties without first delivering to the parties to this Agreement or their designated representatives, certificates from the Accessing Party's insurers, or the Accessing Party's contractor or consultant's insurers, evidencing the above-referenced coverage. Each certificate:

4.6.1 Except for Workers' Compensation and Professional Liability Errors & Omissions coverage, shall name "OfficeMax Incorporated, its subsidiaries, affiliates, directors, officers, and employees" and "Yakima Resources, its members, subsidiaries, affiliates, directors,

officers, and employees,” or “LeeLynn, Inc. and Wiley Mt. Inc., its subsidiaries, affiliates, directors, officers,” or “City of Yakima,” as appropriate, as its additional insureds; and

4.6.2 Shall provide on its face that the policies it represents will not be terminated, amended, or allowed to expire without 30 days’ prior notice to OfficeMax, Yakima Resources, Owners, or the City, as appropriate.

4.7 No Waiver. Failure of OfficeMax, Yakima Resources, Owners, or the City to demand insurance certificates or other evidence of full compliance with these insurance requirements or failure of OfficeMax, Yakima Resources, Owners, or the City to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Accessing Party’s obligation to maintain such insurance.

4.8 Deductibles. The Accessing Party may purchase the above-required insurance policies with such reasonable deductibles as it may elect, provided that losses not covered by reason of such deductible shall be for the Accessing Party’s account.

4.9 Interests. The policies shall provide on their face a severability of interests clause, generally providing, “the insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with regard to the limits of the company’s liability.”

5. Assignment. No Party shall assign this Agreement without the prior written consent of the other Parties, which consent shall not be unreasonably withheld or delayed. Any attempt to assign this Agreement without prior consent shall be void.

6. Notice. Any notice, consent, request, demand, or other document required to be given to the Parties shall be in writing and be delivered or mailed to the receiving Parties at the following addresses:

For OfficeMax:	OfficeMax Incorporated Attention: Jessica M. Callow Assistant General Counsel, Litigation Office Depot, Inc. 6600 North Military Trail Boca Raton, FL 33496
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Copy to:	Noelle Wooten Nelson Mullins Riley & Scarborough LLP One Wells Fargo Center 23rd Floor 301 South College Street Charlotte, NC 28202 noelle.wooten@nelsonmullins.com
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For Yakima Resources:

Greg Demers
Yakima Resources, LLC
P.O. Box 876
Veneta, OR 97487

Copy to:

Matthew D. Wells
Tupper Mack Wells PLLC
2025 1st Avenue, Suite 1100
Seattle, WA 98121
wells@tmw-law.com

For Owners:

LeeLynn, Inc. & Wiley Mt., Inc.
c/o Larry Gildea
PO Box 518
Creswell, OR 97426

Copy to:

Matthew D. Wells
Tupper Mack Wells PLLC
2025 1st Avenue, Suite 1100
Seattle, WA 98121
wells@tmw-law.com

For the City:

Jeff R. Cutter, City Attorney
City of Yakima
200 S. 3rd St.
Yakima, WA 98901-2830

Copy to:

Kurt Peterson
PKG Law, P.S.
2701 First Ave., Suite 410
Seattle, WA 98121
kurt.peterson@pkglaw.com
andy.king@pkglaw.com

7. Modifications. This Access Agreement contains the entire understanding of the Parties with respect to the specific matters set forth herein. Any change, amendment, or alteration to this Access Agreement must be in writing and signed by all Parties to be effective. Each Party warrants that it is not relying on any other representations, whether written or oral, in entering into this Access Agreement.

8. No Admissions. Nothing contained in this Access Agreement shall be construed as an admission of any fact or liability of any Party to this Access Agreement. Pursuant to federal and state rules of evidence, this Access Agreement shall not be admissible in any court or administrative proceeding as evidence of responsibility or liability of any Party with regard to any hazardous substances at the Properties. This Access Agreement is admissible, however, in any action taken to enforce the terms and conditions of this Access Agreement. No actions taken pursuant to this Access

Agreement shall be construed as an admission of liability or equitable responsibility for the presence of any hazardous substances at or near the Properties.

9. Third Parties. This Access Agreement is not intended for the benefit of any third party and is not enforceable by any third party, including, but not limited to, federal, state, and local regulatory agencies.

10. Compliance with Law. The Accessing Party, its agents, employees, representatives, invitees, contractors, consultants, and subcontractors, shall, in the performance of activities authorized under this Access Agreement, comply with all applicable laws, ordinances, rules, and regulations of governmental and quasi-governmental agencies having jurisdiction over the Properties.

11. Sampling Data in Conformance with Applicable Ecology Standards. Any environmental or geotechnical sampling or testing for Agreed Order Work will meet Ecology standards for data quality and will comply with the Sampling Analysis Plan ("SAP"), the Quality Assurance Project Plan ("QAPP"), and the Site Health and Safety Plan ("HASP") approved by Ecology for prior Landfill or Mill Site investigation efforts. For any sampling conducted under this Access Agreement, the accessing Party shall, within 30 days of completion of data validation, provide to the parties to this Agreement copies of all sampling data in hard copy and electronic copy suitable for entry into Ecology's Electronic Information Management system.

12. Survey Data and Field Observations. The Accessing Party shall provide to the parties to this Agreement survey information generated through the Accessing Party's work under this Agreement, such as GPS coordinates for road control points and alignments, test pits, and gas probes. The Accessing Party shall also provide copies of test pit and boring logs, field notes and photographs generated through the Accessing Party's Agreed Order Work under this Agreement.

13. Governing Law and Venue. This Access Agreement shall be interpreted and enforced pursuant to the laws of the state of Washington. Venue for any lawsuit arising out of this Access Agreement shall be in Yakima County, Washington.

14. Duration. This Access Agreement shall remain in effect until thirty (30) days following written notice of termination of this Access Agreement by OfficeMax, Yakima Resources, Owners, or the City, provided, however, that in the event of early termination, the Parties will coordinate to provide continued access as necessary for completion of Agreed Order Work.

15. Prevailing Party. In any action brought to enforce the terms of this Access Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and consultants' costs incurred therein.

16. Dispute Resolution. Any dispute that may arise under this Access Agreement shall be resolved according to this Paragraph 16. If any Party alleges a breach or violation of any provision of this Access Agreement, it shall provide written notice of the alleged violation to the other Party. The Parties and/or their attorneys shall meet in person as soon as reasonably possible to attempt to resolve the dispute. If the Parties cannot resolve the dispute within 30 days of such meeting, the

Parties shall agree on a mediator to mediate the dispute. The mediation shall be non-binding on the Parties. In the event the mediation is unsuccessful and the Parties are not able to resolve the dispute, each Party reserves all rights and defenses available to it under applicable laws.

17. Counterparts. This Access Agreement may be executed in counterparts, each of which shall be deemed to be an original and of equal force and effect.

18. Headings. The headings used in this Access Agreement have been inserted for convenience only and shall not affect the construction of this Access Agreement.

19. Authorized to Execute. Each person executing this Access Agreement represents and warrants that he or she is fully authorized to execute this Access Agreement on behalf of the Party he or she represents.

20. Relationship of Parties. Nothing in this Access Agreement shall be deemed to create a partnership or joint venture and/or principal and agent relationship between or among the Parties. No Party or authorized representative shall have authority to act as a general agent for the other Party or to bid for or undertake any contracts enforceable against the other Party.

21. Representation. Each Party acknowledges and represents that it has relied on the legal advice of its attorney, who is the attorney of its own choice, that the terms of this Access Agreement have been completely read and explained to it by its attorney, and that the terms are fully understood and voluntarily accepted.

22. Construction. This Access Agreement or any portion thereof shall not be construed against one Party or the other as drafter but shall be construed as if drafted by all Parties.

23. Unenforceable Provisions. If any provision of this Access Agreement is held to be unenforceable for any reason, it shall be adjusted, rather than voided, if possible, to achieve the intent of the Parties. If any portion of this Access Agreement becomes unenforceable, null, or void, the balance of the Access Agreement shall remain in full force and effect.

24. Effective Date. This Access Agreement shall become effective as of Closing of the ROW transaction. It shall survive closing, and remain in effect until terminated by parties in writing.

IN WITNESS WHEREOF, the Parties have executed this Access Agreement on the dates set forth below.

OFFICEMAX INCORPORATED

YAKIMA RESOURCES, LLC

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

LEELYNN, INC.

By: _____

Printed: _____

Title: _____

Date: _____

WILEY MT., INC.

By: _____

Printed: _____

Title: _____

Date: _____

CITY OF YAKIMA

By: _____

Printed: _____

Title: _____

Date: _____

EXHIBIT J

YAKIMA CITY COUNCIL RESOLUTION
APPROVING EXECUTION OF AGREEMENT

RESOLUTION NO. R-2020-

A RESOLUTION authorizing the execution of a Purchase and Sale Agreement between the City of Yakima and LeeLynn, Inc.; Wiley Mt., Inc.; Dunollie Enterprises, LLC; Yakima Resources, LLC; Frontier Resources, LLC; and OfficeMax Incorporated (together "Parties") for Rights-of-Way, Temporary Construction Easements, and Utility Easements.

WHEREAS, Yakima County and the City of Yakima have developed the East-West Corridor Project to provide an alternative Yakima River crossing connecting the growing neighborhood of Terrace Heights to the City, to relieve congestion along Yakima Avenue and at other intersections in the City, and to aid in development of improvements at the Cascade Mill Redevelopment Project with Local Infrastructure Financing Tool funds; and

WHEREAS, the East-West Corridor will connect with Bravo Company Boulevard, which will connect improvements at the Fair Avenue Roundabout to the south and H Street to the north, will link to and access Interstate 82, and will continue eastward under Interstate 82 and across the Yakima River and join the project's eastern boundary at Butterfield Road; and

WHEREAS, the City seeks to acquire fee title to certain property over and through portions of the former Boise Cascade Mill Site for use as transportation rights-of-way, together with corresponding utility easements and temporary construction easements as part of the East-West Corridor and Bravo Company Boulevard Projects, as fully described in the Purchase and Sale Agreement attached hereto and incorporated herein by this reference; and

WHEREAS, over the past year the City and the Parties have negotiated the attached Purchase and Sale Agreement to provide fair market value for the properties sought, and to address the City's and Parties' responsibilities associated with remediating environmental issues resulting from the Landfill Site and the Yakima Mill Site, upon which the road projects will be constructed; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Yakima, its development and future growth, and for the preservation of the City's residents' health and safety to enter into the attached Purchase and Sale Agreement; Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:

The City Manager of the City of Yakima is hereby authorized and directed to execute the attached and incorporated Purchase and Sale Agreement, along with all related offer letters, exhibits, and attachments necessary to complete the property transactions associated therewith, that provide necessary property interests to construct Bravo Company Boulevard over and through the former Cascade Mill Site Redevelopment Project and connecting to the East-West Corridor.

ADOPTED BY THE CITY COUNCIL this ____ day of _____, 2020.

Patricia Byers, Mayor

ATTEST:

Sonya Claar Tee, City Clerk