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JERRY MAINTUSSE
SKAGIT COUNTY AUDITOR

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LEASE AGREEMENT

between the

PORT OF SKAGIT COUNTY

and

CASCADE CLEAR WATER CO.

*Port of Skagit Co.
PO Box 318
Burlington*

9502010066

SK1410130560

TABLE OF CONTENTS
TO
LEASE AGREEMENT

CONTENTS

	<u>PAGE</u>
1. Property Subject to This Lease Agreement	1
2. Condition of Property	2
3. Term	2
4. Rental	2
5. Option to Extend	2
6. Periodic Rental Adjustments	2
7. Procedure to Determine Rental	2
8. Security for Rent	3
9. Hold Harmless Provisions, Liability and Indemnity	3
10. Business Purpose and Type of Activity	4
11. Construction of Improvements	4
12. Disposition of Improvements at End of Lease	5
13. Off Street Parking	5
14. Lessee Will Obtain Permits	6
15. Maintenance of Facilities	6
16. Utilities	6
17. Advertising and Signs	6
18. Liens and Insolvency	6
19. Taxes	6
20. Laws and Regulations	6
21. Alterations	6

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UNOFFICIAL DOCUMENT

TABLE OF CONTENTS
TO
LEASE AGREEMENT

<u>SECTIONS</u>	<u>PAGE</u>
1. Property Subject to This Lease Agreement	1
2. Condition of Property	2
3. Term	2
4. Rental	2
5. Option to Extend	2
6. Periodic Rental Adjustments	2
7. Procedure to Determine Rental	3
8. Security for Rent	3
9. Hold Harmless Provisions, Liability and Indemnity	3
10. Business Purpose and Type of Activity	4
11. Construction of Improvements	4
12. Disposition of Improvements at End of Lease	5
13. Off Street Parking	5
14. Lessee Will Obtain Permits	5
15. Maintenance of Facilities	6
16. Utilities	6
17. Advertising and Signs	6
18. Liens and Insolvency	6
19. Taxes	6
20. Laws and Regulations	6
21. Alterations	6

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9502010066

SECTIONS (Con't.)

PAGE

22. Commit No Waste	7
23. Costs and Attorneys' Fees	7
24. Equal Opportunity	7
25. Termination	7
26. Default and Re-Entry	7
27. Assignment and Sublease	8
28. Lessor's Right to Enter Premises	8
29. Right of Quiet Enjoyment	8
30. Time is of the Essence	8
31. Waiver of Subrogation	9
32. Notices	9
33. Lessee's Fire Insurance Coverage	9
34. LaConner Marina, Ordinances and Regulations	9
35. Validation	10
36. Notaries	11

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

FEB - 1 1995

Amount Paid \$
Skagit Co. Treasurer
By *JA* Deputy

**PORT OF SKAGIT COUNTY
LEASE AGREEMENT**

This is a lease made and entered into this 20th day of December, 1994, by and between the PORT OF SKAGIT COUNTY, a Washington municipal corporation, hereinafter referred to as "Lessor", and CASCADE CLEAR WATER CO., a Washington corporation, hereinafter referred to as "Lessee".

WITNESSETH:

In consideration of their mutual covenants, agreements and undertakings hereinafter contained, the parties hereto do mutually agree to that which is hereinafter set forth, upon and subject to the following terms, conditions, covenants and provisions:

1. Property Subject to This Lease Agreement: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the following described premises, situated in the Riverbend Industrial Park, within the city limits of Burlington, Washington:

Two contiguous parcels of land and a building, hereinafter referred to as the "premises" described as follows:

Parcel "A" (Land), containing approximately 90,604.8 square feet (2.08 acres);

Parcel "B" (Land), containing approximately 142,005.6 square feet (3.26 acres); and

Parcel "A" (Building) containing approximately 33,427 square feet and located entirely on Parcel "A" (Land).

Parcel "A" (Land) and Parcel "B" (Land), are more particularly described in Exhibit "A" and depicted on the map marked as Exhibit "B", both of which are attached hereto and by this reference incorporated herein.

The property referenced above is subject to restrictions, easements, and reservations of record. The Lessor reserves a non-exclusive easement over and across the property to provide ingress and egress to any and all such buildings and areas and other adjacent properties owned by Lessor. Lessor shall exercise said easement so as not to unreasonably interfere with Lessee's use of the property.

LEASE AGREEMENT
LESSOR: PORT OF SKAGIT COUNTY
LESSEE: CASCADE CLEAR WATER CO.

Page 1 of 12

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2. Condition of Property. Except as previously stated, Lessee accepts the property in its present condition and is not relying upon any covenants, warranties or representations of Lessor as to its condition or usability, except Lessor's right to grant a lease of the property.

3. Term. The initial term of this lease shall be for thirty (30) years, beginning December 1, 1994, hereinafter the "commencement date," through November 30, 2024, unless sooner terminated or further extended pursuant to any provision of this lease.

4. Rental. Lessee shall pay to Lessor an initial rent for the premises the sum of Two Thousand Five Hundred Seven Dollars and thirty two cents (\$2,507.32) per month, plus leasehold tax, payable monthly in advance in U. S. currency. Rental payments will commence on December 1, 1994. Monthly rental for the period December 1, 1994 through November 30, 1997 is hereby established as follows:

<u>Period</u>	<u>Parcel "A"</u>	<u>Parcel "B":</u>	<u>Total:</u>
<u>Beginning:</u>	<u>(Including Building):</u>		
12/1/94	\$2,104.65	\$ 402.67	\$2,507.32
12/1/95	\$2,104.65	\$ 805.34	\$2,909.99
12/1/96	\$2,104.65	\$1,208.01	\$3,312.66

5. Option to Extend. Lessee is granted the right to extend this lease for two (2) consecutive ten (10) year option periods by giving written notice of said intention to Lessor not less than ninety (90) days prior to the expiration of the initial term or any extended term, conditioned upon the fact that all terms, covenants and conditions of the initial or extended term have been fully met and fulfilled. All terms and conditions of the initial term shall continue with the exception that the rental shall be adjusted as herein provided.

6. Periodic Rental Adjustments.

Parcel "B" (Land): Commencing on the third anniversary of this lease, December 1, 1997, and on each third anniversary thereafter during the initial term or an option period, rental shall be adjusted according to the procedure set forth below in paragraph 7. The date of any such change in rental is called the "Change Date," as defined in paragraph 7 of this lease.

Parcel "A" (Land): Commencing on the sixth anniversary of this lease, December 1, 2000, and on each third anniversary thereafter during the initial term or an option period, and at the same time that rental is being adjusted for Parcel "B" (Land), Parcel "A" (Land) shall be adjusted in the same manner as Parcel "B" (Land).

Parcel "A" (Building): Commencing on the sixth anniversary of this lease, and on each third anniversary thereafter during the initial term or an option period, and at the same time that rental is being adjusted for Parcel "B" (Land), Parcel "A" (Building) shall be adjusted. For

purposes of adjusting the rental the first time, the procedure established below in paragraph 7 shall be applied against a base rental value of \$.20 per square foot and the adjustment shall be for six years, from December 1, 1994 to December 1, 2000. As an example, if the price index increases by 20% during that time, then the rental would increase from \$.20 to \$.24 per square foot $$.20 \times 120\% = $.24$. Thereafter, the rent shall be adjusted in the same manner as Parcel "B" (Land) and Parcel "A" (Land).

7. Procedure to Determine Adjusted Rental.

a. Definitions: The adjusted rental rate(s) shall be determined in accordance with the formula set forth below. In applying the formula, the following definitions apply:

i. "Bureau" means the U.S. Department of Labor, Bureau of Labor Statistics or any successor agency.

ii. "Change Date" herein shall initially be the commencement date of this lease, and thereafter the first day of the month following each 36 month period of this lease or any extension thereof as herein provided.

iii. "Price Index" means the U.S. City Average Consumer Price Index for all Urban Consumers issued from time to time by the Bureau, or any other measure hereafter employed by the Bureau in lieu of the price index that measures the cost of living nationally or if said Bureau should cease to issue such indices and any other agency of the United States should perform substantially the same function, then the indices issued by such other agency.

b. Formula: The rental rate(s) being adjusted shall be multiplied by a multiplier equal to the change in the Price Index computed as follows: (Rental being adjusted) times (Price Index for the most recent month divided by the Price Index for the month of the most recent Change Date in rental). The Price Index in effect at the commencement of this lease is 149.4 (1982-84 = 100) for the month of September, 1994.

8. Security for Rent. To secure the rent hereunder, Lessee agrees to furnish, in form and content satisfactory to Lessor, rental insurance, bond or other security to the Lessor in an amount equal to one (1) year's rental.

9. Hold Harmless Provisions, Liability and Indemnity. The Lessor, its officers, employees and agents, shall not be liable for any injury (including death) or damage to any persons or to any property sustained or alleged to have been sustained by the Lessee or by others as a result of any condition (including existing or future defects in the premises), or occurrence whatsoever related in any way to the premises or related in any way to the Lessee's use of the premises or Lessee's performance under this lease, except to the extent of such damage caused by negligence of the Lessor. Lessee agrees to defend and hold and save the Lessor, its officers, employees

and agents, harmless from any and all liability or expense (including expense of litigation) in connection with any such items of actual or alleged injury or damage. In addition, the Lessee shall, at its own expense, maintain throughout the term of this lease, proper liability insurance with a reputable insurance company or companies satisfactory to the Lessor in the minimum of \$500,000.00 single limit liability, including fire legal liability and a comprehensive general liability broadening endorsement (and hereafter in such increased amounts to be comparable and consistent with the going or standard coverage in the area for comparable business operations), to indemnify both the Lessor and Lessee against any such liability or expense. The Lessor shall be named as one of the insureds, and shall be furnished a copy of such policy or policies of insurance or certificate of such insurance coverage by the Lessor, or both, at the Lessor's election. Each certificate of insurance shall provide that the insurance policy or policies are not subject to cancellation without at least thirty (30) days advance written notice of such cancellation having been first given to the Lessor.

10. Business Purpose and Type of Activity. It is understood and agreed that Lessee intends to erect additional structures and improvements upon the premises for production of drinking water and soft drinks, and to conduct such other activities incidental and related thereto. It is further understood that the above activities are the only types of activities to be conducted upon the premises. Failure to perform the above type of business or cessation of such business or carrying on of other activities without first obtaining a lease modification with Lessor's written approval of such other activities shall constitute a material default by Lessee of this lease.

11. Construction of Improvements.

Lessor agrees:

- a. To extend Port Drive approximately 550 lineal feet to the south (to the southwest corner of the UPS property); then, turn ninety degrees to the east, and create a new road (to be titled at a later date) approximately 200 lineal feet to the westerly property line of Lessee's Parcel "B" (Land), and shall do so prior to December 31, 1995.
- b. That it may, at a future date, create an overall storm drainage system for the entire Riverbend Industrial Park. If that occurs, Lessee will be allowed, in a manner established by Lessor's engineer, to release its storm drainage into the Lessor's overall storm drainage system. Lessee shall pay its appropriate share of the costs and be responsible for its permits, if any, for the storm water runoff.

Lessee agrees:

- a. To expand the existing building by no less than 25,000 square feet of warehouse working area, and an additional 4,000 square feet of office, and shall do so prior to December 31, 1998.

- b. To pay for all improvements referenced in a. above.
- c. To maintain employment of at least 40 direct full-time equivalent employees at all times.
- d. To expend no less than one million (\$1,000,000) dollars on improvements to the premises prior to December 31, 1996.
- e. That if the expansion of the existing building requires the construction of a retention/detention pond, then said pond will be constructed upon Lessee's premises at Lessee's expense.
- f. That said improvements will remain the property of Lessee during the term of the lease. Lessee will not commence construction of any improvements without prior written consent of Lessor. Lessee shall submit to Lessor all plans and specifications relating to such construction of improvements, in accordance with Lessor's Bayview Business and Industrial Park Development Standards. Lessee shall comply with all regulations of federal, county, and state governments in the construction of all improvements.

12. Disposition of Improvements at End of Lease. Lessee shall have the right to remove all buildings, equipment, personal property and trade fixtures which may have been placed upon the premises by Lessee during the period of this lease, provided that the same are removed upon conclusion of the lease and that the lease is in good standing. In the event buildings are removed, then the premises shall be restored by Lessee to a condition requiring Lessor to only undertake normal excavation for construction of a new building, or to such other condition satisfactory to Lessor prior to termination of this lease. If Lessee does not remove all equipment, personal property and trade fixtures which have been placed on the premises by Lessee during the period of this lease and Lessor wants the property removed, then same shall be removed and stored at Lessee's expense and Lessor shall recover any costs and expenses from the Lessee resulting from the removal. Any buildings, equipment, personal property and trade fixtures not removed from the premises by the conclusion of the lease shall become the property of the Lessor.

13. Off Street Parking. Lessee agrees to provide space for the parking of vehicles in the number necessary to comply with zoning and development/land use plan requirements on property included within this lease; and not to use any public streets, rights of way or other properties not included in this lease for the parking of said vehicles.

14. Lessee Will Obtain Permits. Lessee agrees to obtain and comply with all necessary permits for the operation and conduct of Lessee's business and construction of any leasehold improvements. If Lessee fails to obtain and comply with such permits, then Lessee accepts full responsibility for any and all costs incurred by the Lessor, including actual attorney's fees, occasioned by Lessee failing to obtain and/or comply with such permits. Lessee agrees to hold the Lessor harmless from any liability and to fully reimburse expenses of the Lessor for Lessee's

failure to obtain and/or fully comply with any necessary permit.

15. Maintenance of Facilities. Lessee shall be responsible for all maintenance of Parcel "A" (Building) including roofs, sidewalls, floors, and foundations and the Lessor shall have no maintenance responsibility. The premises shall be maintained in such condition so as not to create a hazard nor be unsightly, and shall at all times conform to existing laws.

16. Utilities. Lessee agrees to pay for all public utilities which shall be used in or charged against the premises, and to hold the Lessor harmless from such charges.

17. Advertising and Signs. No signs or other advertising matter, symbols, canopies or awnings shall be installed, attached to or painted on the premises without the prior written approval of the Lessor's Executive Director.

18. Liens and Insolvency. Lessee shall keep the leased premises free from any liens arising out of work performed, materials furnished, or obligations incurred by Lessee. In the event Lessee becomes insolvent, voluntarily or involuntarily bankrupt, or if a receiver, assignee or other liquidating officer is appointed for the business of the Lessee, then the Lessor may cancel this lease at Lessor's option.

19. Taxes. Lessee shall be liable for, and shall pay throughout the term of this lease, all license fees and excise taxes payable for, or on account of, the activities conducted on the premises and all taxes on the property of Lessee on the premises and any taxes on the premises and/or on the leasehold interest created by this lease and/or any taxes levied in lieu of a tax on said leasehold interest and/or any taxes levied on, or measured by, the rental payable hereunder, whether imposed on Lessee or on the Lessor. With respect to any such taxes payable by the Lessor which are on or measured by the rent payments hereunder, Lessee shall pay to the Lessor with each rent payment an amount equal to the tax on, or measured by, that particular payment. All other tax amounts for which the Lessor is or will be entitled to reimbursement from Lessee shall be payable by Lessee to the Lessor at least fifteen (15) days prior to the due dates of the respective tax amounts involved; provided, that Lessee shall be entitled to a minimum of ten (10) days written notice of the amounts payable by it.

20. Laws and Regulations. The Lessee agrees to conform to and abide by all lawful rules, codes, laws and regulations of the United States, the State of Washington, and any municipality or agency of any of said entities, including rules and regulations of Lessor, where applicable to the Lessee's use and operation of said premises, including the construction of any improvements thereon, and not to permit said premises to be used in violation of any said rules, codes, laws or regulations.

21. Alterations. Lessee shall not make alterations to the leased premises without first obtaining the written consent of the Lessor.

22. Commit No Waste. Lessee agrees not to allow conditions of waste and refuse to exist on the premises and to keep the premises in a neat, clean, and orderly condition and to be responsible for all damages caused to the premises by Lessee, its agents or any third party.

23. Costs and Attorneys' Fees. In the event it is necessary for either party herein to bring an action to enforce the terms, conditions or covenants of this lease, then the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements.

24. Equal Opportunity. Lessee agrees that in the conduct of activities on the premises it will be an equal opportunity employer in accordance with Title 6 of the 1964 Civil Rights Act.

25. Termination. Upon termination of this lease or any extension thereof, whether by expiration of the stated term or sooner termination thereon as herein provided, Lessee shall surrender to Lessor said premises peaceably and quietly and in the condition required under paragraph 12 herein.

26. Default and Re-Entry. Time is of the essence of this agreement. (i) If (a) any rent or other payment due from Lessee hereunder remains unpaid for more than ten (10) days after the date it is due; (b) Lessee files a voluntary petition in bankruptcy or makes a general assignment to the benefit of, or a general arrangement with, creditors; (c) there is an involuntary bankruptcy filed against Lessee that has not been dismissed within thirty (30) days of filing; (d) Lessee becomes insolvent; or (e) a receiver, trustee, or liquidating officer is appointed for Lessee's business; or (ii) If Lessee violates or breaches any of the other covenants, agreements, stipulations or conditions herein, and such violation or breach shall continue for a period of thirty (30) days after written notice of such violation or breach is sent to Lessee, then Lessor may at its option, declare this lease forfeited and the term hereof ended, or without terminating this lease elect to re-enter and attempt to relet, in which event Lessee authorizes Lessor to relet the premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this lease) and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion deems advisable. Upon each such reletting, all rentals received by Lessor from such reletting shall be applied, first, to the payment of any amounts other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such reletting and renovation, including brokerage fees and attorneys' fees; third, to the payment of rent due and unpaid hereunder, and the residue, if any shall be held by Lessor and applied to payment of future rent as the same may become due and payable hereunder. If rental received from such reletting during any month are less than that to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor, and Lessee covenants and agrees to pay Lessor for all other expenses resulting from its default, including, but not limited to, brokerage commissions, attorneys fees and the reasonable cost of converting the premises for the benefit of the next Lessee. Delinquent rental and other payments shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid. In the event of any default hereunder and entry in, or taking possession of, the premises, Lessor shall have the right, but not the obligation, to remove from the premises all personal property located

therein, and may store the same in any place selected by Lessor, including but not limited to a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property, without notice to Lessee, after it has been stored for a period of thirty (30) days or more, with the proceeds of such sale to be applied to the cost of such sale and to the payment of charges for storage, and to the payment of any other sums of money which may then be due from Lessee to Lessor under any of the terms hereof.

27. Assignment and Sublease. Lessee shall not, by operation of law or otherwise, assign or sublease any portion of the premises without Lessor's prior written consent, which shall not be unreasonably withheld. The consent of Lessor to any assignment or sublease shall not in any manner be construed to relieve Lessee from obtaining Lessor's express written consent to any other or further assignment or sublease.

28. Lessor's Right to Enter Premises. Lessor and/or its authorized representatives shall have the right to enter the premises at all reasonable times for any of the following purposes:

- a. To determine whether or not the premises are in good condition or whether the Lessee is complying with its obligations under this lease;
- b. To do any necessary maintenance and to make any restoration to the premises that the Lessor has the right or obligation to perform;
- c. To post "For Rent" or "For Lease" signs during any period that the Lessee is in default;
- d. To repair, maintain or improve the premises; and
- e. To do any other act or thing necessary for the safety or preservation of the premises.

Lessor shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of the Lessor's entry onto the premises as provided in this paragraph. Lessor shall conduct its activities on the premises as provided herein in a manner that will cause the lease inconvenience, annoyance or disturbance to the Lessee.

29. Right of Quiet Enjoyment. Lessor acknowledges that it has ownership of the premises heretofore described and that it has the legal authority to lease said premises unto Lessee. Lessor covenants that Lessee's right of occupancy shall not be disturbed during the term of this lease so long as the terms are complied with by Lessee and subject to the provisions of paragraph 28.

30. Time is of the Essence. It is mutually agreed and understood that time is of the essence of this lease and that a waiver of any default of Lessee shall not be construed as a waiver of any subsequent default, and that any notice required to be given under this lease may be given by United States Mail addressed to the party identified in paragraph 32 of this lease.

31. Waiver of Subrogation. Lessor hereby releases Lessee from any and all right, claim and demand that Lessor may hereafter have against Lessee, or Lessee's successors or assigns, arising out of or in connection with any loss or losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies, and does hereby waive all rights of subrogation in favor of insurance carriers against Lessee arising out of any losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies and sustained by Lessor in or around the premises. Lessee hereby releases Lessor from any and all right, claim and demand that Lessee may hereafter have against Lessor or Lessor's successors or assigns, arising out of or in connection with any loss or losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies, and does hereby waive all rights of subrogation in favor of insurance carriers against Lessor arising out of any losses occasioned by fire and such items as are included under the normal extended coverage clauses of fire insurance policies and sustained by Lessee in or around the premises. The waivers provided for in this paragraph shall be applicable and effective only in the event such waivers are obtained from the insurance carriers concerned.

32. Notices. All notices or payment hereunder may be delivered or mailed. If mailed, they should be sent to the following respective addresses:

LESSOR:

Port of Skagit County
P. O. Box 348
1180 Airport Drive
Burlington, WA 98233

LESSEE:

Cascade Clear Water Co.
1600 Port Drive
Burlington, WA 98233

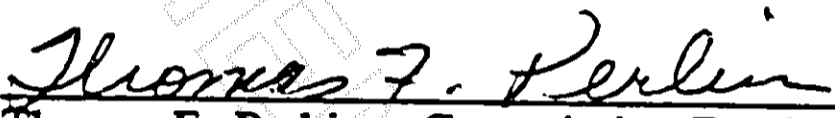
33. Lessee's Fire Insurance Coverage. Lessee shall at Lessee's expense maintain on all of Lessee's personal property and leasehold improvements and alterations on the premises, a policy of standard fire insurance, with extended coverage in the amount of their replacement value.

34. Riverbend Industrial Park Covenants, Ordinances and Regulations. Lessee understands that the area leased is within the Lessor's Riverbend Industrial Park, situated in Industrial Development District No. 1. Lessor has or may promulgate and adopt ordinances, regulations and covenants for the orderly care, maintenance, development and control of all property within said district including Lessee's use thereof. Lessee agrees to comply with such covenants, ordinances and regulations in force as of the date of this lease and all other covenants, ordinances and regulations which may be promulgated by Lessor.

35. Validation. IN WITNESS WHEREOF, Lessor has caused this instrument to be signed by its President and Secretary, on the date and year first above written.

LESSOR:

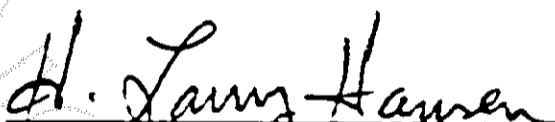
PORT OF SKAGIT COUNTY

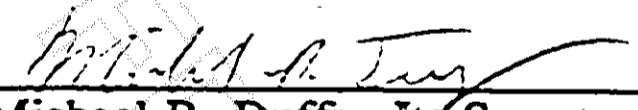

Thomas F. Perkins, Commission President


John E. Bennett, Commission Secretary

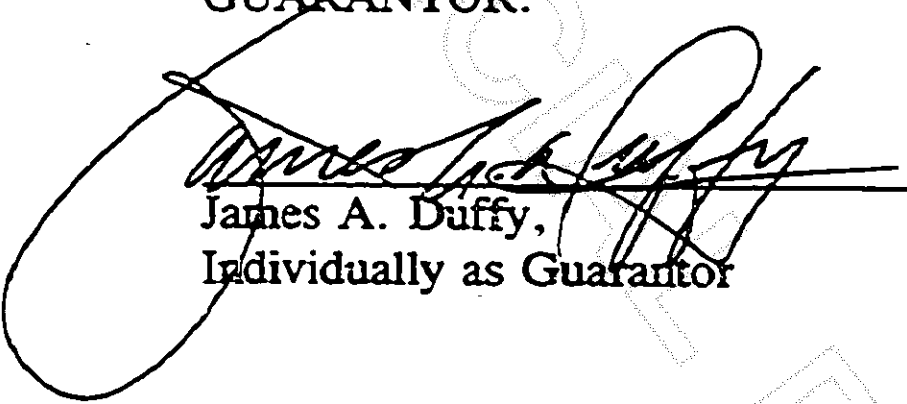
LESSEE:

CASCADE CLEAR WATER CO.


H. Larry Hansen, Its President


Michael R. Duffy, Its Secretary

GUARANTOR:


James A. Duffy,
Individually as Guarantor

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this 16TH day of DECEMBER, 1994, before me personally appeared H. Larry Hansen and Michael R. Duffy, to me known to be the President and Secretary of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



(Signature)

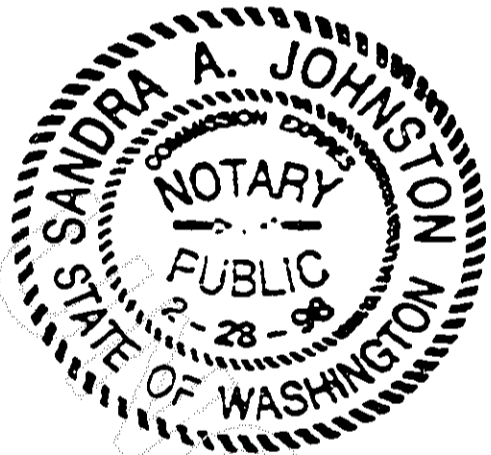
SANDRA A. JOHNSTON

(Print Name)

NOTARY PUBLIC in and for the State of WASHINGTON

residing at BURLINGTON

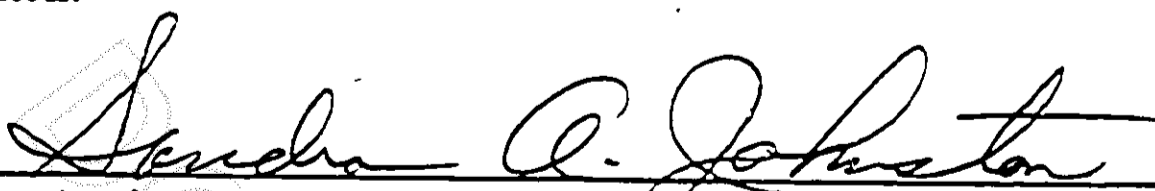
My appointment expires: 2-28-98



STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this 16TH day of DECEMBER, 1994, before me, personally appeared James A. Duffy to me known to be the individual guarantor described in and who executed the within instrument and acknowledged he signed and sealed the same as his free and voluntary act and deed for the uses and purposes herein mentioned.

IN WITNESS WHEREOF I have hereto set my hand and affixed my official seal the day and year first above written.



(Signature)

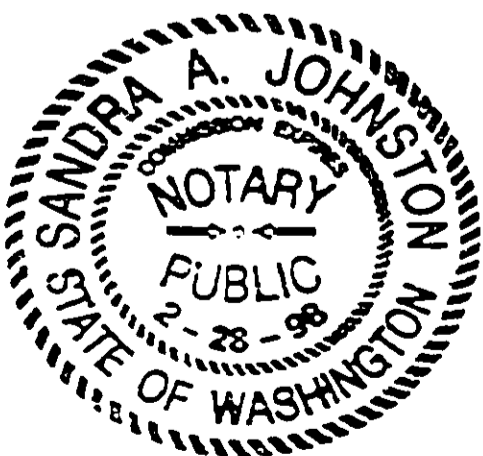
SANDRA A. JOHNSTON

(Print Name)

NOTARY PUBLIC in and for the State of WASHINGTON

residing at BURLINGTON

My appointment expires: 2-28-98



LEASE AGREEMENT
LESSOR: PORT OF SKAGIT COUNTY
LESSEE: CASCADE CLEAR WATER CO.

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this 20th day of December 1994, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Thomas F. Perkins and John E. Henriot to me known to be the President and Secretary, respectively, of the Port Commission of the PORT OF SKAGIT COUNTY, a municipal corporation, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were duly authorized to execute the same and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto the day and year in this certificate first above written.

Linda B. Clutor
(Signature)
LINDA B. CLUTOR
(Print Name)
NOTARY PUBLIC in and for the State of WASHINGTON
residing at Lynn
My appointment expires: 10-02-1995

S:\LACCLEAR.ES

LEASE AGREEMENT
LESSOR: PORT OF SKAGIT COUNTY
LESSEE: CASCADE CLEAR WATER CO.



Leonard, Boudinot & Skodje Inc.
PROFESSIONAL ENGINEERS & LAND SURVEYORS

EXHIBIT "A"

JOHN E. LEONARD, JR., PE & P.L.S.
ROBERT C. BOUDINOT, JR., PE
JEFFREY A. SKODJE, P.L.S.

August 17, 1994

LEGAL DESCRIPTION of lease parcels from the Port of Skagit County to Cascade Clear Water Company
Job Number 94211

Parcel "A"

That portion of the Northeast quarter of the Northwest quarter of Section 8, Township 34 North, Range 4 East, W.M., described as follows:

Commencing at the Southeast corner of said subdivision; **thence North 89° 48' 02" West**, along the South line of said subdivision, 660.09 feet; **thence North 2° 00' 30" West**, parallel with the East line of said subdivision, 775.50 feet to the **TRUE POINT OF BEGINNING**; **thence North 89° 48' 02" West**, 1.00 feet; **thence South 2° 00' 30" East**, 60.00 feet; **thence South 89° 48' 02" East**, 176.94 feet; **thence South 2° 00' 30" East**, 250.03 feet; **thence South 89° 48' 02" East**, 277.08 feet to a point on the Westerly margin of the Burlington Northern Railway right-of-way; **thence North 08° 47' 30" West**, along said Westerly margin, a distance of 313.65 feet; **thence North 89° 48' 02" West**, 415.94 feet to the **TRUE POINT OF BEGINNING**. (Containing 2.08 Acres.)

Situate in the County of Skagit, State of Washington.

Parcel "B"

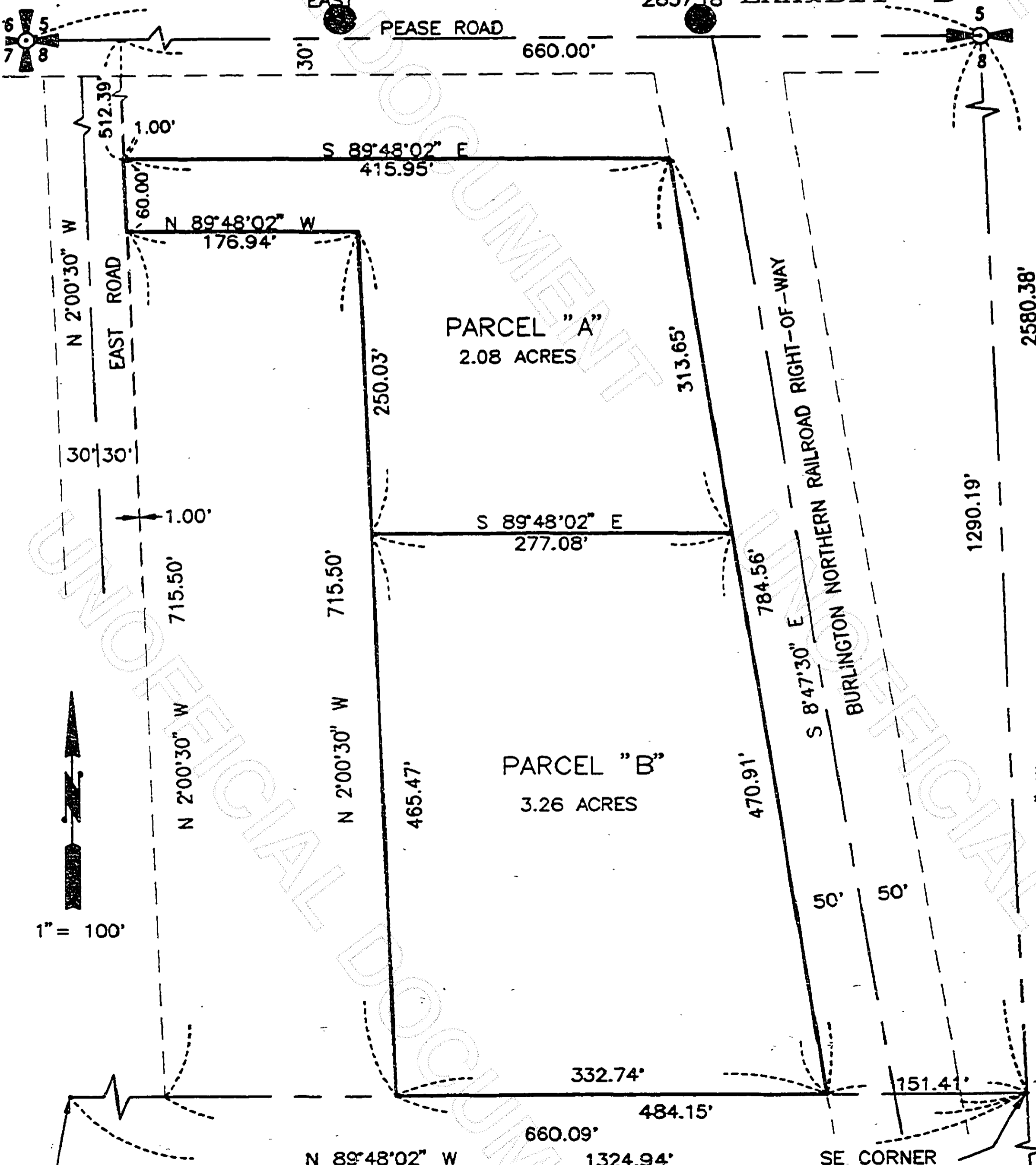
That portion of the Northeast quarter of the Northwest quarter of Section 8, Township 34 North, Range 4 East, W.M., described as follows:

Commencing at the Southeast corner of said subdivision; **thence North 89° 48' 02" West**, along the South line of said subdivision, 484.15 feet to the **TRUE POINT OF BEGINNING**; **thence North 2° 00' 30" West**, parallel with the East line of said subdivision, 465.57 feet; **thence South 89° 48' 02" East**, 277.08 feet to a point on the Westerly margin of the Burlington Northern Railway right-of-way; **thence South 8° 47' 30" East**, along said Westerly margin, 470.91 feet to a point on the South line of said subdivision, said point lies **South 89° 48' 02" East** from the **TRUE POINT OF BEGINNING**; **thence North 89° 48' 02" West**, along the South line of said subdivision, 332.74 feet to the **TRUE POINT OF BEGINNING**. (Containing 3.26 Acres)

Situate in the County of Skagit, State of Washington.

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SW CORNER
NE 1/4, NW 1/4

LEONARD, BOUDINOT and SKODJE, INC
CIVIL ENGINEERS AND LAND SURVEYORS

603 SOUTH FIRST STREET., PO BOX 1228
 MT. VERNON, WA 98273
 (206) 336-5751

SE CORNER
NE 1/4, NW 1/4

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