

DEPARTMENT OF THE ARMY

LEASE NO. DACA67-1-20-40

UNDER

BASE REALIGNMENT AND CLOSURE (BRAC)
UMATILLA CHEMICAL DEPOT
MORROW AND UMATILLA COUNTIES, OREGON

THIS LEASE, made on behalf of the United States, between the **SECRETARY OF THE ARMY ("Lessor")**, and the Columbia Development Authority ("**Lessee**").

WITNESSETH:

That the Secretary of the Army, by the authority of Title 10, United States Code, Section 2667, and for the consideration hereinafter set forth, hereby leases to the Lessee approximately 5,530.64 acres, including 1,604.33 acres for solar investigation, 40.62 acres for irrigated field crops, and 417.43 acres for igloo storage, as identified in EXHIBIT A with buildings and structures identified in EXHIBIT B.1 and shown on EXHIBIT B.2, attached hereto and made a part hereof, together with nonexclusive use of paved roads from Interstate 84, hereinafter referred to as the "Leased Premises", within the Umatilla Chemical Depot (the Depot), Oregon.

THIS LEASE is granted subject to the following conditions:

1. AUTHORIZED REPRESENTATIVES

The Secretary of the Army, the "Lessor", may act by and through the Real Estate Contracting Officer, Seattle District, or through other duly authorized representatives. Except as otherwise specifically provided, any reference herein to "Secretary of the Army", "Real Estate Contracting Officer", "Lessor" or "Chief, Real Estate Division" shall include their duly authorized representatives. Any reference to "Lessee" shall include their duly authorized representatives.

2. USE OF THE LEASED PREMISES

a. The primary purpose for which the entire Leased Premises is to be used, in the absence of prior written approval of the Lessor for any other use, is conservation including preservation of the natural shrub-steppe desert landscape and the wildlife and wildlife habitat. In addition, there are specific limited purposes for which the Leased Premises may be used which include the following: (1) the storage of commercial goods and materials classified as non-hazardous by the Department of Transportation in igloos 914, 916, 917, 919, 947, 948, 950, 960, 979, 980 located within the "Igloo Lease Area" as shown on EXHIBIT A and identified in EXHIBIT B; (2) the conduct of boundary and topographic surveys and geotechnical and other engineering studies, within the "Solar Investigation Area" as shown on EXHIBIT A, necessary to determine the feasibility of a solar power generation plant; (3) the continued irrigated field crop use, excluding livestock, of the 40.62 acres as shown on EXHIBIT A; and (4) access to the Sub-Station noted on EXHIBIT A by existing roads for the purpose of determining equipment type and capacity. All uses are consistent with proposed Umatilla Depot Refuge Zone paragraphs 152.537, 152.538, and 152.539 as shown in EXHIBIT C:

b. All uses of the Leased Premises are subject to many on-going Depot operations. Use of the igloos is exclusive to the Lessee. Environmental investigations for the purpose of determining the presence or absence of environmental contamination may be conducted within the "Solar Investigation Area" subject to the Lessor's approval, which shall not be unreasonably withheld. Site 39 is excluded from the Lease and Sites 11 and 39 are not to be accessed or driven on. No other uses other than conservation and passage on existing roads are allowed outside of the noted 4 areas. All aspects of use by the Lessee are subject to the conditions, restrictions, and notifications in the Environmental Protection Provisions at EXHIBIT D.

c. The Lessor, in the Lessor's sole discretion, must approve any change to the use of the Leased Premises as set forth in condition a. above. Prior to approval of any change in use requested by the Lessee, the Lessee shall furnish, at the Lessee's expense, any additional environmental analyses and documentation deemed necessary by the Lessor to comply with the National Environmental Policy Act of 1969, as amended, and implementing regulations, and other applicable environmental laws and regulations. In granting approval for the change in use, the Lessor reserves the right to impose such additional environmental protection provisions and restrictions as the Lessor deems appropriate.

3. TERM

The Leased Premises are leased for a term of five (5) years, beginning upon execution of the Lease by the Lessor, and ending five (5) years thereafter or until terminated under one or more of the conditions described in **Termination, Default, Relinquishment, and Remedies**, whichever is sooner.

4. TERMINATION, DEFAULT, RELINQUISHMENT, AND REMEDIES

a. Termination.

(1) In the event of Lessor's decision to convey the Leased Premises or a portion thereof to the Lessee, this Lease shall terminate upon conveyance of the Leased Premises or a portion thereof to the Lessee with respect to that portion so conveyed.

(2) In the event of Lessee's default, including but not limited to one or more of the events described in Paragraph b.

(3) The Lessor may terminate this Lease and remove the Lessee, and any sublessees, in the event of a national emergency declared by the President or the Congress of the United States.

b. Default. The following events shall be deemed to be events of default by the Lessee under this Lease:

(1) Lessee fails to comply with any condition, provision, covenant, or warranty made under this Lease by Lessee and does not cure such failure within sixty (60) days after written notice thereof to Lessee, unless said failure to comply results from the violation of any federal, state, or local law or regulation, in which case the cure period and any extension thereof given by the federal, state, or local governmental agency authorized to enforce such law shall apply.

(2) Lessee becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors.

(3) Lessee files a petition under any Section or Chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any State thereof, or there is filed against the Lessee a petition for reorganization or for insolvency or a similar proceeding filed against Lessee.

(4) A receiver or trustee is appointed for all, or substantially all, of the assets of the Lessee.

(5) Lessee does or permits to be done anything which creates a lien upon the Leased Premises, unless such lien is discharged or otherwise satisfied by a bond or other appropriate mechanism, within sixty (60) days of its imposition.

c. Sublessees. In accordance with Paragraph 10, **Transfers, Assignments, and Subleasing**, any sublease is subject to the conditions and terms of this Lease. Nevertheless, should default and non-compliance described in condition b. above stem from the activities of a sublessee, the Lessee is responsible for ensuring compliance,

either by corrective action itself or through the sublessee. If, in the sole discretion of the Lessor, the Lessee is making diligent, good faith efforts to obtain corrective action and compliance by the sublessee, then the Lessor's exercise of rights under condition c. will be limited to that part of the Leased Premises under the control of the sublessee.

d. Remedies. Upon the occurrence of any of the aforesaid events of default, following applicable notice and cure periods and requirements, Lessor shall have the option to terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Leased Premises and expel or remove Lessee and any other person who may be occupying said Leased Premises or any part thereof, without being liable for any claim of damages therefore; Lessee hereby agreeing to pay to Lessor on demand the amount of all loss and damage which Lessor may suffer by reason of such termination. Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedy herein provided, including closure of the Leased Premises or temporary suspension of activities under the Lease, or any other remedy provided by law or at equity, nor shall pursuit of any remedy herein provided constitute an election of remedies, thereby excluding the later election of an alternate remedy. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Lessee agrees to pay to Lessor all costs and expenses incurred by Lessor in the enforcement of this Lease, including, without limitation, the reasonable fees of Lessor's attorneys when such attorneys are employed by Lessor to effect collection of any sums due hereunder or to enforce any right or remedy of Lessor.

e. Relinquishment. This Lease may be terminated or relinquished by the Lessee by giving thirty (30) days prior written notice to the Commander, JBLM, in the manner prescribed in the Condition on **Notices**.

5. CONSIDERATION

a. The consideration of this Lease is \$1.00 and the operation, caretaker, custody, security and maintenance of the Leased Premises by the Lessee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

b. All monies received by the Lessee from operations conducted on the Leased Premises, including, but not limited to, use fees and rental or other considerations received from its sublessees or licensees, shall be utilized by the Lessee for the protection, operation, maintenance, repair, and costs related to the protection and preservation of the Leased Premises. The Lessee shall provide an annual statement of receipts and expenditures to the Chief Real Estate Division and the Commander, JBLM. The Lessor shall have the right to perform audits or to require the Lessee to audit the records and accounts of the Lessee, sublessees or licensees, in accordance with

auditing standards and procedures promulgated by the American Institute of Certified Public Accountants or by the state, and furnish the Lessor with the results of such an audit.

6. NOTICES

All correspondence and notices given pursuant to this Lease shall be addressed, if to the Lessee, to Mr. Donald Chance, Executive Director, Columbia Development Authority, Two Marine Drive, P.O. Box 200, Boardman, OR 97818; and, if to the United States, to District Engineer, Attention: Chief Real Estate Division, Seattle District Corps of Engineers, CENWS-RE-RO, Post Office Box 3755, Seattle, Washington 98124, or as may from time to time otherwise be directed by the parties. The service of the notice shall be deemed complete upon the receipt of said notice, or the refusal thereof, by the applicable party.

7. SUPERVISION OF THE LEASED PREMISES

The use and occupation of the Premises incident to the exercise of the privileges and purposes hereby granted shall be subject to the day-to-day supervision of G-9 DAIN-ODB and approval by the Lessor and to such general rules and regulations as the Lessor may from time to time prescribe such as:

8. APPLICABLE LAWS AND REGULATIONS

a. The Lessee and any sublessee shall comply with all applicable federal, state and local laws, ordinances, regulations and standards that are or may become applicable to their activities on the Leased Premises.

b. The Lessee recognizes that all or portions of the Leased Premises are subject to a Federal Facility Agreement (FFA), Administrative Docket Number: 1088-06-19-120, and Resource Conservation and Recovery Act (RCRA) permits, OR6 213 820 917 and ORQ 000 009 431-01. Lessee and sublessees shall comply with the provisions of the agreement and permits. Tampering with, destroying, damaging, or modifying any security structures, barriers, warning signs, groundwater wells, or other environmental facilities or structures is strictly prohibited. Lessee shall immediately report to Lessor any such tampering, destruction, damage, or modification to Lessor and Lessee shall be responsible for reimbursing Lessor for all resulting costs to correct or repair damage caused by Lessee, its sublessees, employees, agents, or guests.

c. Additional compliance conditions are included in Condition 23, **Environmental Protection.**

9. CONDITION OF THE LEASED PREMISES

a. No warranties either expressed or implied are given with regard to the condition of the Leased Premises, including, without limitation, whether the Leased Premises does or does not contain asbestos or lead-based paint. The Lessee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Leased Premises, including, without limitation, any asbestos, lead-based paint, or other conditions on the Leased Premises. The failure of the Lessee to inspect, or to exercise due diligence to be fully informed as to the condition of all or any portion of the Leased Premises offered, will not constitute grounds for any claim or demand against the United States.

b. The Lessee acknowledges that it has inspected the Leased Premises, knows its condition, and understands that the same is leased in an "as is" and "where is" condition, without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto, except as may be specifically provided herein.

c. Environmental Condition of Property. The Environmental Condition of Property (ECP) report and update reports prepared by the Army have been provided to the Lessee and Lessee is aware of and understands all aspects of these reports relative to the Leased Premises. The Lessor and the Lessee have jointly conducted an environmental survey of the Leased Premises to verify the observable environmental conditions, prior to Lease execution. Lessor and Lessee have made separate written records, including photographs, maps, and other documentary evidence, if appropriate, of observable property conditions which in their opinion vary from those documented in the ECP report and updates, which are included as EXHIBIT E.1 to this Lease. At the expiration, revocation, or termination of this Lease, the Lessor and the Lessee will jointly conduct an environmental condition close-out survey using the ECP Report, updates, and the documents in EXHIBIT E.1 to ascertain any changes in the environmental condition of the Leased Premises. If the Lessee refuses to participate in the close-out survey, then the Lessor will conduct the close-out survey and provide a copy to the Lessee. Environmentally significant changes will be documented as an update to the ECP Report, and the Lessee will be required to make suitable compensation to the Lessor to the extent the changed conditions are due to the Lessee's use and occupancy. The ECP Report, updates to the ECP report, and the documents provided in EXHIBIT E.1 will constitute the basis for settlement by the parties and determining any environmental restoration requirements to be completed by the Lessee in accordance with Condition 16, **Restoration**.

d. Physical Condition of Property. The Lessor and the Lessee have jointly conducted an inventory and physical condition survey of the Leased Premises to ascertain the components and physical condition of the property, including vegetation, drainages, structures, utilities, and other appurtenances and fixtures on the Leased Premises. The inventory and physical condition survey is documented in the Condition

Survey report prepared by the Lessor, signed by the duly authorized representatives of both parties. These records are attached in EXHIBIT E.2 to this Lease. At the expiration or termination of this Lease, the Lessor and the Lessee will jointly conduct an inventory and physical condition close-out survey using the records in EXHIBIT E.2 to ascertain any changes in the physical condition of the Leased Premises. If the Lessee refuses to participate in the inventory and physical condition close-out survey, then the Lessor will conduct the close-out survey at the Lessee's expense and provide a copy to the Lessee. The findings of the inventory and physical condition close-out survey will constitute the basis for settlement by the parties for the restoration, in accordance with Condition 16, **Restoration**, of any leased property shown to be lost, damaged, or destroyed during the Lease term.

10. TRANSFERS, ASSIGNMENTS, AND SUBLEASING

a. Successors. This Lease and the covenants and conditions herein contained shall be binding upon Lessee, its successors and assignees; and shall inure to the benefit of Lessee and to only such successors or assignees of the Lessee to whom Lessor has consented in writing. No transfers or assignments shall be valid unless the successor or assignees shall, by an instrument in a form sufficient for recording and acceptable to the Lessor, enter into an assumption agreement and assume all of the Lessee's obligations under this Lease. A duplicate original of that assumption agreement will be delivered to the Lessor, and the assignment shall not take effect until delivery is made.

b. Sublease. The Lessee may sublease the Leased Premises so long as the Lessee remains primarily liable for performance of all the obligations of the Lessee hereunder. The Lessee shall neither transfer nor assign this Lease or any interest therein or any property on the Leased Premises, nor sublet the Leased Premises or any part thereof or any property thereon, nor grant any interest, privilege, or license whatsoever in connection with this Lease without the prior written consent of the Lessor, as set out in the condition on Notices. Such consent shall not be unreasonably withheld or delayed. The Lessee shall provide the Lessor a copy of every executed sublease hereunder. No sublease shall be valid unless approved by the Lessor and until such time as the Lessee has delivered to the Lessor a copy of the executed sublease. Every sublease shall contain the Environmental Protection Provisions set out in this Lease at EXHIBIT D and shall state that it is subject to the conditions and terms of this Lease and that, in case of any conflict between the instruments, this Lease will control. The Lessee shall provide each approved sublessee or licensee with a copy of this Lease.

11. COST OF UTILITIES

a. The Lessee shall pay the cost, as determined by the officer having jurisdiction over the Premises, of producing and/or supplying any utilities and other services furnished by the government or through government-owned facilities for the use of the

Lessee, including the Lessee's proportionate share of the cost of operation and maintenance of the government-owned facilities by which such utilities or services are produced or supplied. Payment to Lessor shall be made in a manner prescribed by the Lessors' Officer having such jurisdiction.

b. The Lessee has the option of obtaining utility services directly from local utility providers. The Lessor reserves the right to require the Lessee to install separate meters at its own expense for these services and require Lessee to obtain service in its own name. The Lessee shall pay for utilities on a prorated basis until meters are installed. The government shall be under no obligation to furnish utilities or services, however, prior to terminating services to Lessee, Lessee shall be provided with reasonable notice and opportunity to obtain and install utility services from a commercial provider.

12. PROTECTION OF PROPERTY

a. The Lessee shall keep the Leased Premises in good order and in a clean, safe condition by and at the expense of the Lessee. The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee and/or its sublessees or licensees under this Lease, and shall exercise due diligence in the protection of all property located on the Leased Premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the Lessee in an amount necessary to restore or replace the property, except personal property, to a condition satisfactory to said officer.

b. The Lessee shall be solely responsible for all maintenance and repairs necessary to maintain the Lease Premises in the same or better condition as at the inception of this Lease, reasonable wear and tear excepted. The Lessor shall not be required to furnish any services or facilities to Lessee or to make any repair or alteration in or to Leased Premises, except with respect to pre-existing conditions as may be necessary pursuant to environmental laws or regulations.

c. Lessee shall provide or cause to be provided all security services necessary to assure security and safety within the Lease Premises. Any crimes or other offenses, including traffic offenses and crimes and offenses involving damage to or theft of Government property, shall be reported to the appropriate authorities for their investigation and disposition and to the Lessor as property owner.

d. Lessee shall take or cause to be taken, all reasonable fire protection precautions at the Lease Premises.

13. INSURANCE

a. At the commencement of this Lease, the Lessee will obtain from a reputable insurance company a contract of liability insurance. The insurance shall provide a minimum combined single limit of ONE AND ONE-HALF MILLION DOLLARS (\$1,500,000), whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting there from, property damage, or both, suffered or alleged to have been suffered by any person or persons resulting from the operations of the Lessee under the terms and conditions of this Lease.

b. The liability insurance policy shall insure the hazards of the Leased Premises and operations conducted in and on the Leased Premises, independent contractors, contractual liability (covering the indemnity included in this Lease agreement), and shall name the United States of America as an insured party. Each policy will provide that any losses shall be payable notwithstanding any act or failure to act or negligence of the Lessee or the United States of America or any other person; provide that the insurer will have no right of subrogation against the United States of America; and be reasonably satisfactory to the Lessor in all respects. Under no circumstances will the Lessee and any sublessee be entitled to assign to any third party rights of action that it may have against the United States of America arising out of this Lease.

c. The Lessee shall require that the insurance company give the Commander, JBLM, and District Engineer, United States Army Corps of Engineers, Seattle District, thirty (30) days written notice of any cancellation or change in such insurance. The Commander, JBLM, and District Engineer may require closure of any or all of the Leased Premises during any period for which the Lessee does not have the required insurance coverage. The Lessee shall require its insurance company to furnish to the Commander, JBLM, and District Engineer, certificates of insurance evidencing the purchase of such insurance. The minimum amount of liability insurance coverage is subject to revision by the Commander, JBLM, and District Engineer every two (2) years or upon renewal or modification of this Lease.

d. As to those structures and improvements on the Leased Premises constructed by or owned by the United States, for such periods as the Lessee is in possession of the Leased Premises pursuant to the terms and conditions of this Lease, the Lessee shall procure and maintain at the Lessee's cost a standard fire and extended coverage insurance policy or policies on the Leased Premises to the full insurable value thereof. The Lessee shall procure such insurance from a reputable company or companies. The insurance policy shall provide that in the event of loss thereunder, the proceeds of the policy or policies, at the election of the United States, shall be payable to the Lessee to be used solely for the repair, restoration or replacement of the property damaged or destroyed, and any balance of the proceeds not required for such repair, restoration or replacement shall be paid to the United States. If the United States does not elect by notice in writing to the insurer within sixty (60) days after the damage or

destruction occurs to have the proceeds paid to the Lessee for the purposes hereinabove set forth, then such proceeds shall be paid to the United States, provided however that the insurer, after payment of any proceeds to the Lessee in accordance with the provision of the policy or policies, shall have no obligation or liability with respect to the use or disposition of the proceeds by the Lessee. Nothing herein contained shall be construed as an obligation upon the United States to repair, restore or replace the Leased Premises or any part thereof should it be diminished in value, damaged, or destroyed.

e. The Lessee may require any sublessees, assignees, transferees, or successors, as joint and several responsible parties with the Lessee for those portions of the Leased Premises under their control, to maintain and carry at their expense portions of the insurance requirement.

14. RIGHT TO ENTER

a. The United States, its officers, agents and employees, reserve a right to enter upon the Leased Premises at any time and for any purpose necessary or convenient in connection with government purposes; to make inspections, to make any other use of the lands as may be necessary in connection with government purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof, except as may be authorized under the Federal Tort Claims Act or other applicable law.

b. Additional rights to enter are reserved in Condition 23, **Environmental Protection**.

15. INDEMNITY AND HOLD HARMLESS

a. The Lessee and any sublessee agree to assume all risks of all loss or damage to property and injury or death to persons by reason of or incident to its possession and/or use of the Leased Premises or the activities conducted under this Lease. The Lessee and any sublessee expressly waive all claims against the United States of America for any such loss, damage, personal injury or death caused by or occurring as a consequence of such possession and/or use of the Leased Premises by the Lessee and any sublessee. The Lessee, to the extent authorized by applicable law, and any sublessee further agree to indemnify and hold harmless the Army, its officers, agents and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, personal injury, death, or property damage resulting from, related to, caused by, or arising out of the possession and/or use of the Leased Premises by the Lessee. The Lessor will give the Lessee notice of any claim against it covered by this indemnity as soon after learning of such claim as practicable.

b. The Lessee and any sublessee shall indemnify and hold harmless the United States of America from any costs, expenses, liabilities, fines, or penalties resulting from discharges, releases, emissions, spills, storage, disposal, or any other action by the Lessee giving rise to any claim or action to determine if the United States of America has any potential liability, civil or criminal, or responsibility under federal, state or local environmental laws.

c. Conditions a. and b. of this condition and the obligations of the Lessee hereunder shall survive the expiration or termination of the Lease and any conveyance of the Leased Premises. The Lessee's obligation hereunder shall apply whenever the United States of America incurs costs or liabilities for the Lessee's actions giving rise to liability under this section.

d. The Lessee shall be responsible for any costs, expenses, liabilities, fines, or penalties under federal state or local environmental laws, resulting from discharges, release, emissions, spills, storage or disposal of hazardous substances resulting from Lessee's activities on the Leased Premises during the term of the Lease.

e. Any sublessees, assignees, transferees, or successors shall be jointly and severally responsible with the Lessee for those portions of the Leased Premises under their control.

16. RESTORATION

On or before the expiration of this Lease or its termination by the Lessee, the Lessee shall vacate the Leased Premises, remove the property of the Lessee, and restore the Leased Premises to a condition satisfactory to said officer. If, however, this Lease is revoked, the Lessee shall vacate the Leased Premises, remove said property and restore the Leased Premises to the aforesaid condition within such time as the said officer may designate. In either event, if the Lessee shall fail or neglect to remove said property and restore the Leased Premises, then, at the option of the said officer, the property shall either become the property of the United States without compensation therefore, or the said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this Lease in restoring the Leased Premises.

17. NON-DISCRIMINATION

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs, or activities conducted on the Leased Premises because of race, color, religion, sex, age, handicap, or national origin.

b. The Lessee, by acceptance of this Lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directives 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Lessee, its agents, successors, transferees, sublessees, and assignees.

18. SUBJECT TO EASEMENTS

a. This Lease is subject to all existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the Leased Premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the District Engineer, interfere with the current use of the Leased Premises by the Lessee.

b. This Lease is additionally subject to a license for the continued irrigated field crop use of the 40.62 acres as shown on EXHIBIT A, but only until harvest of the crop established at the time this Lease is executed.

19. SUBJECT TO MINERAL INTERESTS

This Lease is subject to all outstanding mineral interests. As to Federally-owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM) which has responsibility for mineral development on federal lands. The Lessor will provide lease stipulations to BLM for inclusion in said mineral leases that are designed to protect the Leased Premises from activities that would interfere with the Lessee's operations or would be contrary to local law.

20. PROHIBITED USES

a. The Lessee or its sublessees shall not permit gambling on the Leased Premises, except for state lottery tickets in accordance with applicable state and local laws and regulations, or install or operate, or permit to be installed or operated thereon, any device which is illegal; or use the Leased Premises or permit it to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the Leased Premises any activity which constitutes a nuisance.

b. The Lessee or its sublessees shall not construct or place any structure, improvement, or advertising sign or allow or permit such construction or placement

without prior written approval of the Commander, JBLM and the Chief Real Estate Division.

c. The Lessee or its sublessees shall not sell, store, or dispense, or permit the sale, storage, or dispensing of beer or other intoxicating liquors on the Leased Premises.

d. The Lessee or its sublessees shall not construct or operate any mobile or temporary fuel storage or dispensing facility. Lessee or its sublessees shall not utilize the property for commercial vehicle parking except as necessary for the permitted uses described in Paragraph 2, **Use of the Leased Premises**.

e. The Lessee or its sublessees shall not conduct any activities for the purposes of exploring for or developing fugacious minerals or mineral deposits.

f. See additional Use Restrictions in the Environmental Protection Provisions at EXHIBIT D.

21. WASTE OF NATURAL RESOURCES

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the Leased Premises except as authorized in writing by the Lessor.

22. DISPUTES CLAUSE

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. 601-613) (the Act), all disputes arising under or relating to this Lease shall be resolved under this clause and the provisions of the Act.

b. "Claim", as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this Lease. A claim arising under this Lease, unlike a claim relating to this Lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph c.(2) below.

c. (1) A claim by the Lessee shall be made in writing and submitted to the District Engineer for a written decision. A claim by the Government against the Lessee shall be made in writing and shall have a written response by the Executive Director of the Lessee.

(2) For Lessee claims exceeding \$100,000, the Lessee shall submit with the claim a certification that:

- (i) the claim is made in good faith; and
- (ii) supporting data are accurate and complete to the best of the Lessee's knowledge and belief and;
- (iii) the amount requested accurately reflects the Lease adjustment for which the Lessee believes the Lessor is liable.

(3) If the Lessee is an individual, the certificate shall be executed by that individual. If the Lessee is not an individual, the certification shall be executed by:

- (i) a senior company official in charge of the Lessee's location involved;
or
- (ii) an officer or general partner of the Lessee having overall responsibility of the conduct of the Lessee's affairs.

d. For Lessee claims of \$100,000 or less, the District Engineer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over \$100,000, the District Engineer must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The District Engineer's decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

f. At the time a claim by the Lessee is submitted to the District Engineer or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in subcondition c.(2) of this condition, and be executed in accordance with subcondition c.(3) of this condition.

g. The Government shall pay interest on the amount found due and unpaid by the Lessor from:

- (1) the date the District Engineer received the claim (properly certified if required), or
- (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during

which the District Engineer receives the claim and then at the rate applicable for each six-month period as fixed by the Treasury Secretary during the pendency of the claim.

h. The Lessee shall proceed diligently with the performance of the Lease, pending final resolution of any request for relief, claim, or action arising under the Lease, and comply with any decision of the District Engineer.

23. ENVIRONMENTAL PROTECTION

a. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from activities of the Lessee or its sublessees, the Lessee shall be liable to remediate the environment and/or restore the damaged resources. The Lessee shall not disrupt, damage, obstruct, or impede environmental restoration work, operations, or facilities on the Leased Premises. The Lessee shall indemnify the Lessor, to the extent authorized by applicable law, for any costs incurred as a result of Lessee's breach of this provision.

b. The Lessee and any sublessee shall be solely responsible for obtaining at its cost and expense any regulatory or environmental permits required for its operations under the Lease, independent of any existing permits. The Lessee or sublessee shall be required to obtain its own EPA Identification Number, if applicable.

c. The Lessor's rights under this Lease specifically include the right of Government officials to inspect, upon reasonable notice, the Leased Premises for compliance with environmental, safety, and occupational health laws and regulations, whether or not the Government is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. The Lessor normally will give the Lessee twenty-four (24) hours prior notice of its intention to enter the Leased Premises unless it determines the entry is required for safety, environmental operations, or security purposes. The Lessee shall have no claim on account of any such entry against the Lessor or any officer, agent, employee, or contractor thereof.

d. Lessee or sublessees shall provide Lessor with notice of any environmental field activities no later than 10 business days prior to initiation of such activities. Lessee and sublessees shall allow the Lessor's agents and representative to be present during all such investigations provided that Lessor's agents comply with the same reasonable health and safety requirements applicable to those persons conducting the investigation. Upon written request by Lessor, Lessee or sublessees shall provide to Lessor, free of any charge, representative splits of requested samples acquired for the purpose of laboratory analyses.

e. The Government, its officers, agents, employees, contractors, and subcontractors have the right, upon reasonable notice to the Lessee and any

sublessee, to enter upon the Leased Premises for the purposes enumerated in this condition:

- (1) to conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, test pitting, testing soil borings, and other environmental investigations;
- (2) to inspect field activities of the Lessor and its employees, agents, contractors, and subcontractors for environmental compliance;
- (3) to construct, operate, maintain, or undertake any other response or remedial action, including, but not limited to, monitoring wells, soil removal, pumping wells, and treatment facilities.

f. The Lessee shall prepare and maintain a Lessor-approved plan for responding to fuel and other chemical spills prior to commencement of operations on the Leased Premises. Such plan shall be independent of the Umatilla Chemical Depot Plan and, except for initial fire response and/or spill containment, shall not rely on use of installation personnel or equipment. Should the Lessor provide any personnel or equipment, whether for initial fire response and/or spill containment, or otherwise on the request of the Lessee, or request of any Army officer conducting timely cleanup actions, the Lessee agrees to reimburse the Lessor for its costs.

g. The Lessee shall not construct or make or permit its sublessees or assigns to construct or make any alterations, additions, or improvements to or installations upon or otherwise modify or alter the Leased Premises in any way which may adversely affect the Umatilla Chemical Depot environmental program, environmental cleanup, human health, or the environment without the prior written consent of the Lessor. Such consent may include a requirement to provide the Lessor with a performance and payment bond satisfactory to it in all respects and other requirements deemed necessary to protect the interests of the United States. For construction or alterations, additions, modifications, improvements or installations (collectively "work") in the proximity of operable units or solid waste management units (SWMUs) that are part of any Federal or State RCRA Corrective Action Program, State Remediation Consent Orders, or the Umatilla Chemical Depot IRP, such consent may include a requirement for written approval by the Government's Remedial Project Manager. Except as such written approval shall expressly provide otherwise, all such approved alterations, additions, modifications, improvements, and installations shall become Government property when annexed to the Leased Premises.

h. The Lessee shall not conduct or permit its sublessees to conduct any subsurface excavation, digging, drilling or other disturbance of the surface without the prior written approval of the Lessor.

i. The Lessee and any sublessee shall comply with the provisions of any health or safety plan in effect under the Umatilla Chemical Depot's Installation Response Plan (IRP) during the course of any currently ongoing or future response or remedial actions. Any inspection, survey, investigation, or other response or remedial action will, to the extent practical, be coordinated with representatives designated by the Lessee and any sublessee. The Lessee and any sublessee shall have no claim on account of such entries against the United States or any officer, agent, employee, contractor, or subcontractor thereof, except as may be authorized under other applicable law. In addition, the Lessee and any sublessee shall comply with all applicable federal, state and local occupational safety and health regulations.

j. The Lessee shall not store or dispose of any toxic or hazardous materials on the Leased Premises unless authorized pursuant to 10 U.S.C. 2692. The Lessee shall strictly comply with the hazardous waste requirements under Resource Conservation and Recovery Act (RCRA), or it's Oregon Department of Environmental Quality (ODEQ) equivalent. Except as specifically authorized by the Lessor in writing, the Lessee must provide at its own expense hazardous waste management facilities, complying with all laws and regulations. Lessor's hazardous waste management facilities will not be available to the Lessee. Any violation of the requirements of this condition shall be deemed a material breach of this Lease. Umatilla Chemical Depot accumulation points for hazardous and other wastes will not be used by the Lessee or any sublessee. Neither will the Lessee or any sublessee permit its hazardous wastes to be commingled with hazardous waste of the Lessor.

k. Also see the conditions, restrictions, and notifications at EXHIBIT D.

24. HAZARDOUS SUBSTANCES NOTICE

To the extent such information is available on the basis of a complete search of Lessor's files, notice regarding hazardous substances stored for one year or more, known to have been released or disposed of on the Leased Premises, is provided in the Environmental Protection Provisions at EXHIBIT D. The Lessee should consult the ECP for more detailed information.

25. OTHER ENVIRONMENTAL RESTRICTION

The Lessee shall submit to the Lessor, and maintain thereafter, an Environmental Compliance Plan, which describes in detail, the program for environmental management and method of compliance, by the user of any portion of the Leased Premises, whether Lessee or sublessees. The Environmental Compliance Plan shall include all Army, federal, state, and local laws and regulations for the use, management, generation, storage, treatment, and disposal of all hazardous waste, hazardous materials, and hazardous substances associated with the Leased Premises anticipated to result from the activities of the Lessee or sublessees. Each Environmental Compliance Plan for a portion of the Leased Premises, or request of

waiver of the requirement for a plan due to the non-hazardous nature of the proposed use, must be submitted and approved in writing by the Lessor prior to occupancy of the intended portion of the Leased Premises and prior to the execution of the Lease. Thereafter, each such Environmental Compliance Plan shall be incorporated into the Lease, and shall be included as an exhibit in any sublease. The Lessee shall be responsible for ensuring the preparation of all documents, records, and reports associated with the environmental compliance of its operation. No liability or responsibility shall attach to the Lessor as a result of the Lessor's review and approval of the Environmental Compliance Plan under this paragraph, except as may be authorized by other applicable law.

26. SITE SPECIFIC CONDITIONS AND RESTRICTIONS

a. If used by the Lessee, any herbicides and pesticides must be in compliance with federal, state, and local laws and regulations. In addition the use, permitting, application, reporting and disposal of these agents are required to be in accordance with these laws.

b. The Lessee is required to comply with the security procedures of the Depot and will be considered visitors. All Lessee employees, contractors, and invitees are required to obtain badges, be subject to any questions or searches, and any other security requirements.

c. The Lessee will be allowed access to the Depot only through the security entrance from I-84 during established normal business hours. Any access required other than these hours must be coordinated in advance, in writing, during regular business hours and may be subject to charges for the additional hours needed to provide entry gate personnel.

d. All maintenance requested on the Leased Premises is the sole responsibility of the Lessee and must be funded by the Lessee. If maintenance is provided by the Depot operating contractor or a Government sub-contractor, the Lessee shall reimburse the government directly following the completion of services. The costs for those services will be equal to the Government's cost.

e. The Leased Premises is internal to the Depot and aspects of Depot operations are continuing daily which will require access on or through the Leased Premises. This includes National Guard staff and contractors, Depot staff for maintenance and perimeter security patrols, contractors working on environmental sites, occupants of igloos and buildings, etc.

27. HISTORIC PRESERVATION

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics,

remains, or objects of antiquity located or discovered on the Leased Premises. In the event such items are discovered on the Leased Premises, the Lessee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

28. SOIL AND WATER CONSERVATION

The Lessee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said Leased Premises at the beginning of, or that may be constructed by the Lessee during the term of this Lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the Leased Premises. Any soil erosion occurring outside the Leased Premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the said officer.

29. TAXES

Any and all taxes imposed by the state or its political subdivisions upon the property or interest of the Lessee in the Leased Premises shall be paid promptly by the Lessee. If and to the extent that the property owned by the United States is later made taxable by state or local governments under an Act of Congress, the Lease shall be renegotiated.

30. COVENANT AGAINST CONTINGENT FEES

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this Lease without liability or, in its discretion, to require the Lessee to pay, in addition to the Lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

31. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this Lease or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if this Lease is for the general benefit of such corporation or company.

32. SEVERAL LESSEES

If more than one Lessee is named in this Lease the obligation of said Lessees herein contained shall be joint and several obligations.

33. MODIFICATIONS

This Lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative, and this provision shall apply to this condition as well as all other conditions of this Lease.

34. NO COMMITMENTS FOR FUTURE USE

This Lease does not commit the United States to any renewals of the use authorized herein beyond the expiration of the term provided for in the Condition on Term or to any future reuse or disposal and does not create any right or expectation for the Lessee or its sublessees or tenants to acquire the leased property.

35. DISCLAIMER

This Lease is effective only insofar as the rights of the United States in the Leased Premises are concerned; and the Lessee shall obtain any permit or license which may be required by applicable federal, state or local statute in connection with the use of the Leased Premises. It is understood that the granting of this Lease does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of March 3, 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).

36. AVAILABILITY OF FUNDS

The Lessor's obligation to pay or reimburse any money under this Lease is subject to the availability of appropriated funds, and nothing in this Lease shall be interpreted to require obligations or payments by the United States in violation of the Anti-Deficiency Act; provided that the Lessor shall otherwise comply with applicable statutory requirements and its obligations under the terms of this Lease.

37. IMPROVEMENTS TO LEASED PREMISES

a. The Lessee and its sublessees, may make improvements to the Leased Premises:

(1) upon prior written consent of the Lessor,

(2) said improvements are undertaken or constructed in a good and workmanlike manner and in accordance with all requirements of applicable federal,

state and local ordinances and with the rules, regulations and requirements of all departments, boards, bureaus, officials and authorities having jurisdiction thereover,

(3) said improvements will not preclude the use of the Leased Premises for purposes anticipated by disposal-related documentation prepared to satisfy the requirements of the National Environmental Policy Act of 1969, which documentation may include, without limitation, a Record of Environmental Consideration or an Environmental Assessment, or by the Reuse Plan, and

(4) All necessary permits for such improvements shall be obtained by the Lessee.

b. If required by applicable law, the Lessor agrees to cooperate with the Lessee and to execute any documents or permits reasonably required for the undertaking by the Lessee of any such improvements, provided that the Lessee shall discharge any expense or liability of the Lessor in connection therewith.

c. The Lessee shall provide to the Lessor, at the Lessee's expense, upon receipt thereof by the Lessee, copies of all permits, certificates of occupancy, and other approvals, including copies of all plans submitted in connection therewith, obtained from governmental authorities in connection with the construction, use and occupancy of such building or improvement.

d. The Lessor's grant of consent under this Condition 38 shall not singularly relieve the Lessee of its indemnification obligations under Condition 16 with regard the subject matter of said grant of consent.

e. This provision shall not apply to the performance of routine maintenance activities at the Leased Premises by the Lessee or any sublessees.

38. COMPLIANCE WITH EXECUTIVE ORDER 13658

It has been determined this contract is not subject to Executive Order 13658 or the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions:

a. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it

would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

39. COMPLIANCE WITH EXECUTIVE ORDER 13706

It has been determined this contract is not subject to Executive Order 13706 or the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order.

40. EXHIBITS

Listed Exhibits are incorporated and made a part of this Lease:

EXHIBIT A- Map of Leased Premises

EXHIBIT B.1- List of Leased Igloos

EXHIBIT B.2- Map of Leased Igloos

EXHIBIT C-Umatilla Depot Refuge Zone

EXHIBIT D-Environmental Protection Provisions

EXHIBIT E.1-Environmental Survey of Leased Premises

EXHIBIT E.2-Inventory and Physical Condition Survey

In WITNESS WHEREOF, the undersigned has executed this Lease to be effective as of this 27 day of November, 2019.

THE UNITED STATES OF AMERICA

WHITE.WILLIAM.

G.1230212941

Digitally signed by WHITE.WILLIAM.G.1230212941
Date: 2019.11.27 06:28:30 -08'00'

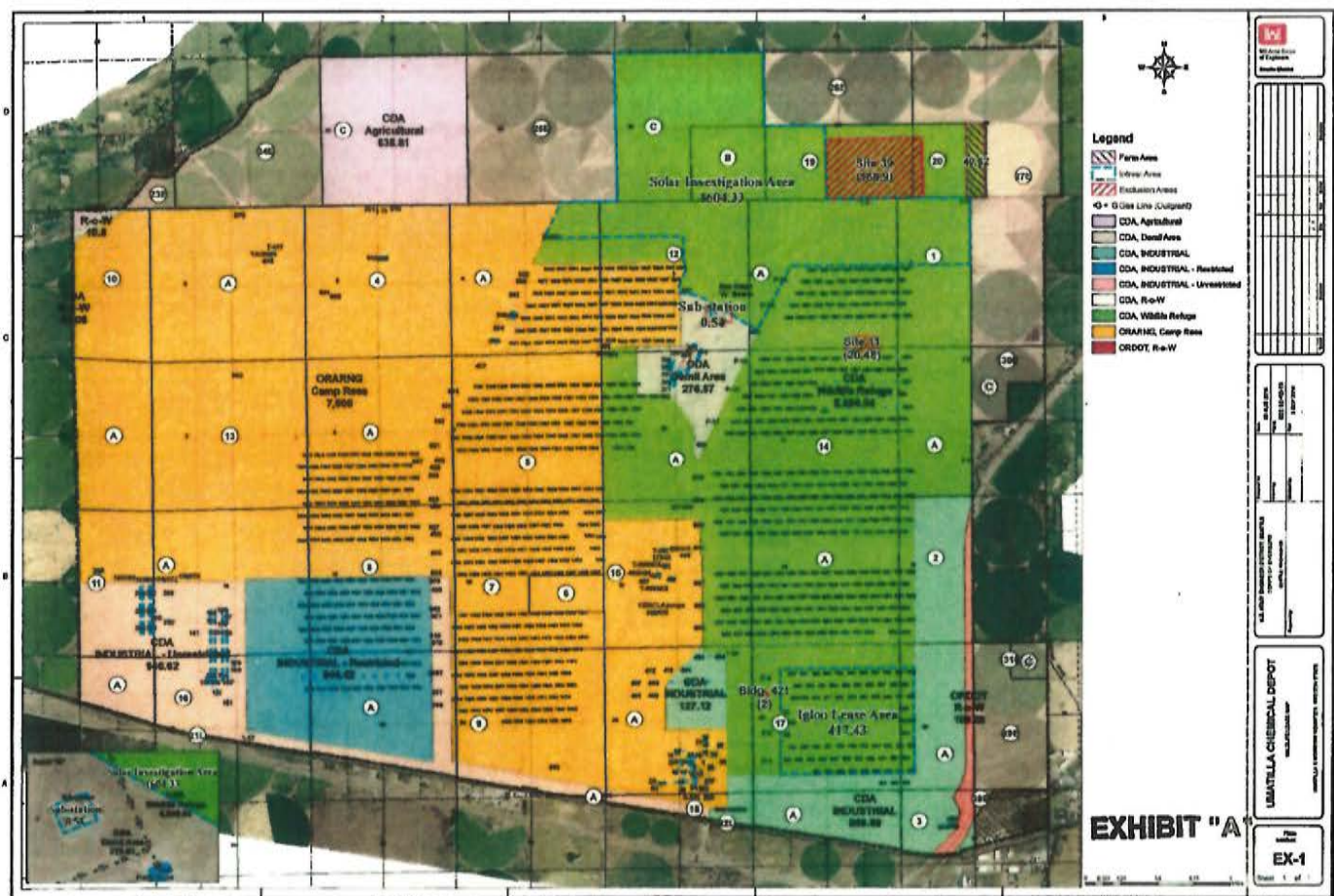
WILLIAM G. WHITE
Chief, Real Estate Division
Real Estate Contracting Officer

THIS LEASE is also executed by the Lessee this 18 day of November, 2019.

COLUMBIA DEVELOPMENT AUTHORITY

By: 

Greg Smith
Executive Director



Igloos for Lease

10/23/2019

Igloo	Road	Single or Double	Lock or Seal	Seal Number (1239-)	Comment
914	C	D	seal	717	
916	C	D	seal	994	
917	C	D	seal	956	
919	C	D	seal	721	
947	F	D	seal	Metal 2715	
948	F	D	seal	Metal 2714	
950	F	D	seal	713	
960	G	D	seal	Metal 2685	
979	I	D	seal	739	
980	I	D	seal	738	

EXHIBIT "B"

Map Igloos for Lease to Walla Walla Foundry

October 23, 2019

Igloo

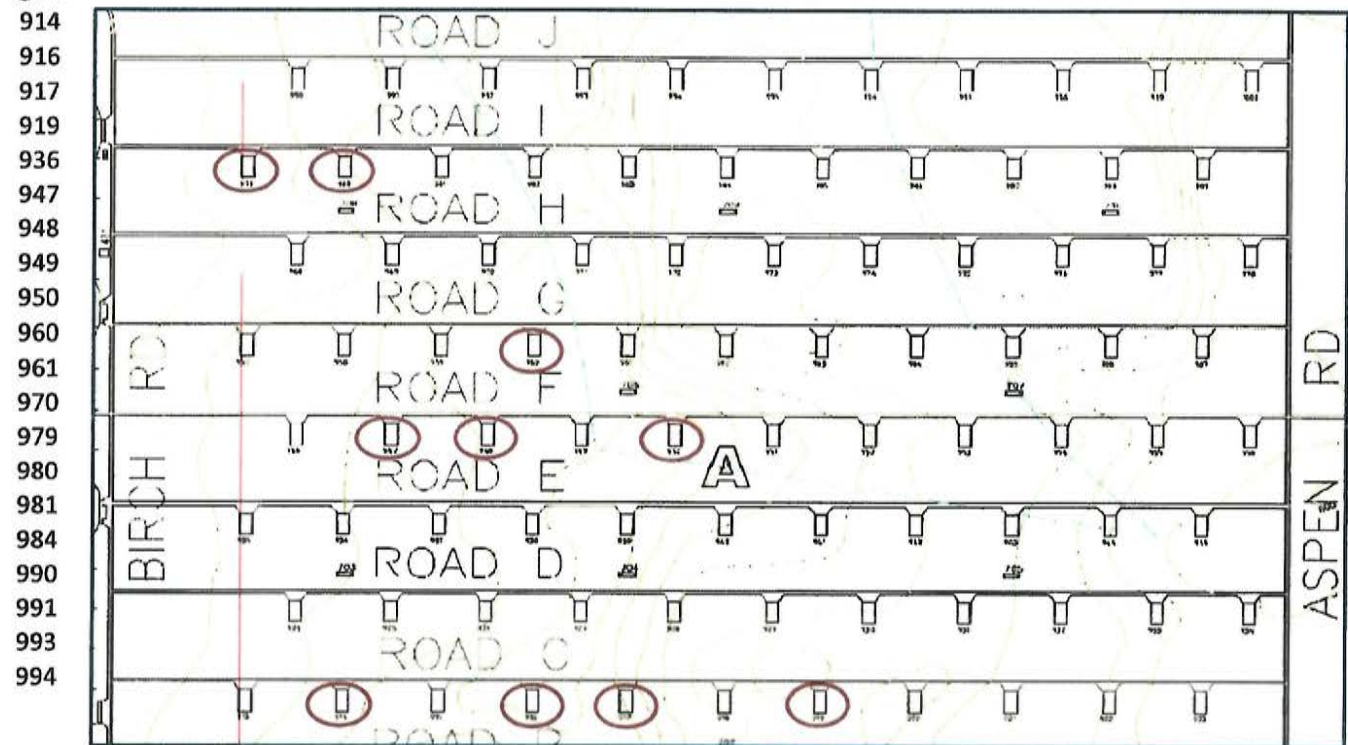


EXHIBIT "B" 2

UMATILLA DEPOT REFUGE ZONE

152.537 Umatilla Depot Refuge Zone

Purpose – The purpose of the (UDR) Umatilla Depot Refuge Zone is to provide a dedicated zoning classification to preserve the natural shrub-steppe desert landscape and contribute to the preservation of wildlife and wildlife habitat. It is also designed to retain a natural landscape and open space resource of regional significance, and to provide for low impact recreation, natural and historic heritage interpretation, and environmental education opportunities. Uses are limited to those that will provide for the protection, restoration and management of wildlife and wildlife habitat resources within the zone.

152.538 Uses Permitted with a Zoning Permit.

In a UDR Zone, the following uses and their accessory uses are permitted upon the issuance of a zoning permit, pursuant to section 152.007, 152.025 and supplementary regulations in 152.010 through 152.016 and 152.545 through 152.562.

1. Ecotype Preserve/ Wildlife Refuge/Open Space Preserve and associated accessory uses including but not limited to wildlife observation facilities, plant propagation facilities for on-site restoration, natural heritage interpretive displays, and public restrooms.
2. Interpretive/visitor center not to exceed 15,000 square feet (larger facilities require conditional use approval). Said uses can include facilities such as natural and historic heritage displays, exhibit areas, gallery,

small theater, administrative offices, classrooms, dining areas/café, planetarium, subsidiary gift/book shop, public conveniences, and associated parking.

3. Low impact recreation facilities including but not limited to non-motorized uses such as hiking trails, bicycling paths, equestrian trails, and picnic facilities.
4. Observatory.
5. Utility facilities and roads including the construction and maintenance of electric and telephone transmission lines, gas and water distribution lines, sewage collection lines, road development and maintenance, construction and maintenance of railroad lines, and related facilities, but excluding commercial facilities for the purpose of generating power for public use.
6. Commercial storage in existing structures with existing access. Use shall be limited to igloos that have direct access to a roadway.

152.539 Conditional Uses Permitted.

In the UDR Zone, the following uses may be permitted conditionally via administrative review (152.769), subject to the requirements of this Section, *the applicable criteria in 152.061, 152.610 through 152.616 and 152.545 through 152.562.* and findings that the proposed use: complies with the

Comprehensive Plan, Zoning Ordinance, and other relevant County policies; will serve a useful purpose to the area and to the purpose of the UDR Zone as stated herein; and will be designed and built so as to reduce potential negative impacts to both neighboring parcels and the primary purpose of the UDR Zone. All conditional use applications associated with an established UDR Zone shall submit as part of the application a general land-use plan schematic for the Refuge/Preserve indicating the longer range management and facilities vision for the Zone, and a more detailed site plan for the specific conditional use request sufficient to evaluate design and land-use considerations associated with the permit request. A zoning permit will be issued following final approval of a conditional use

1. Interpretive/visitor center with accessory uses, not including parking, in excess of 15,000 square feet.
2. Commercial operations conducted for the mining and processing of geothermal resources, aggregate and other mineral resources or other subsurface resources.
3. Short term stay (14 days or less) commercial campground with

associated support facilities.

4. Farm use, as defined in ORS 215.203, excluding livestock feedlots and sale yards, hog and poultry farms.
5. The propagation or harvesting of a forest product.
6. Commercial solar power generation for sale for public use.
7. Private cemetery or burial site.

152.540 Dimensional Standards

In a UDR Zone, the following dimensional standards shall apply;

- (1) Minimum Parcel. The minimum lot size shall be one acre unless written proof, from the Department of Environmental Quality is provided which shows that an approvable subsurface disposal system can be permitted, or the minimum lot size shall be the minimum necessary to carry out the intent and purpose of the proposed use and is also consistent with the purpose and intent of the UDR Zone.
- (2) Setback: No building shall be located closer than 20 ft. from a property line, street or road.

ENVIRONMENTAL PROTECTION PROVISIONS

The following conditions, restrictions, and notifications will be attached, in a substantially similar form, as an exhibit to the lease and any sublease and be incorporated therein by reference in order to ensure protection of human health and the environment.

1. FEDERAL FACILITIES AGREEMENT

The Lessor acknowledges that the Umatilla Chemical Depot has been identified as a National Priorities List (NPL) site under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended. The Lessee acknowledges that the Lessor has provided it with a copy of the Umatilla Chemical Depot Federal Facility Agreement (FFA). For so long as the Property remains subject to the FFA, the Lessee, its successors and assigns, agree that they will not interfere with United States Department of the Army activities required by the FFA. In addition, should any conflict arise between the FFA and any amendment thereto and the lease provisions, the FFA provisions will take precedence. The Lessor assumes no liability to the Lessee, its successors and assigns, should implementation of the FFA interfere with their use of the Property.

2. USE OF THE SITE

The site shall not be used for purposes other than those authorized in the lease without the prior written approval of the Lessor.

3. USE RESTRICTIONS

The United States Department of the Army has undertaken careful environmental study of the Property and concluded that the land use restrictions set forth below are required to ensure protection of human health and the environment. The Lessee, its successors or assigns, shall not undertake nor allow any activity on or use of the property that would violate the land use restrictions contained herein.

(1) Residential Use Restriction. The Lessee, its successors and assigns, shall use the Property solely for the specified commercial activities and not for residential purposes. For purposes of this provision, residential use includes, but is not limited to, single family or multi-family residences; child care facilities; and nursing home or assisted living facilities; and any type of educational purpose for children/young adults in grades kindergarten through 12.

(2) Groundwater Restriction. The Lessee, its successors and assigns, shall not access or use ground water underlying the Property for any purpose without the prior written approval of United States Department of the Army. For the purpose of this restriction, "ground water" shall have the same meaning as in section 101(12) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

EXHIBIT "D"

(3) Landfill Restriction. The Lease Property has a non-hazardous waste landfill. The Lessee, its successors and assigns, shall not conduct or permit others to conduct any excavation activities (i.e. digging, drilling, or any other excavation or disturbance of the land surface or subsurface) or other activities, which may damage the landfill cover and liners. A site map depicting the location of the Non-Hazardous Waste Landfill Parcels is provided in Enclosure 1.

(4) The Lease Property has natural and artificial Burrowing Owl burrows. The Lessee, its successors and assigns, shall not disturb or conduct activities adjacent to the burrows. Enclosure 1 contains a map of the burrow locations.

4. REGULATORY OR ENVIRONMENTAL PERMITS

The Lessee and any sublessee shall be solely responsible for obtaining at its cost and expense any regulatory or environmental permits required for its operation under the lease, independent of any existing permits. Copies of all required operation permits will be provided to the Army. The Lessee will also be required to obtain a USEPA identification number, if applicable.

5. LESSEE COMPLIANCE DURING ENVIRONMENTAL RESPONSE ACTION

A. Lessee shall not construct or make or permit its sub-lessees or assigns to construct or make any substantial alterations, additions, or improvements to or installations upon or otherwise modify or alter the Property in any way which may adversely affect response activities or human health and the environment without the prior written consent of the Lessor. Such consent may include a requirement to provide the Lessor with a performance and payment bond satisfactory to it in all respects and other requirements deemed necessary to protect the interest of the United States.

B. Lessee shall indemnify and hold harmless the United States of America from any costs, expenses, liabilities, fines, or penalties resulting from discharges, release, emissions, spills, storage, disposal, or any other action by the Lessee giving rise to United States of America liability, civil or criminal, or responsibility under Federal, state, or local environmental laws.

C. Lessee shall be responsible for any costs, expenses, liabilities, fines, or penalties resulting from discharges, release, emissions, spills, storage, disposal, or any other action by the Lessee giving rise to Lessee liability under Federal, state, or local environmental laws.

D. The Lessee agrees to comply with the provisions of health or safety plans prepared for environmental response activities during the course of any of response action. Any environmental response activity (e.g., inspection, survey, investigation, or other corrective measures) will, to the extent practicable, be coordinated with representatives designated by the Lessee or any sub-lessees. The Lessee or sub-lessees shall have no claim on account of such entries against the United States or any officer, agent, employee, contractor, or subcontractor thereof, except as authorized under the Federal Tort Claims Act. In addition, the Lessee and any sub-lessees shall comply with all applicable Federal, State, and local occupational safety and health regulations.

6. NOTICE OF POTENTIAL PRESENCE OF MUNITIONS AND EXPLOSIVES OF CONCERN (MEC)

A. The Property was previously used for storage of explosive and chemical munitions. The Lessee is hereby notified that due to the former use of the Property as a military installation, the Property may contain munitions and explosives of concern (MEC). The term MEC means specific categories of military munitions that may pose unique explosives safety risks and includes: (1) Unexploded Ordnance (UXO), as defined in 10 U.S.C. §101(e)(5); (2) Discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (3) Munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard.)

B. The Lessor represents that, to the best of its knowledge, no MEC or chemical munitions are currently present on the Property. Notwithstanding the Lessor's determination, the parties acknowledge that there is a possibility that MEC or chemical munitions may exist on the Property. If the Lessee, any subsequent owner, or any other person should find any MEC or chemical munitions on the Property, they shall immediately stop any intrusive or ground-disturbing work in the area or in any adjacent areas and shall not attempt to disturb, remove or destroy it, but shall immediately notify the Local Police Department so that appropriate explosive ordnance disposal personnel can be dispatched to address such MEC as required under applicable law and regulations.

D. Access Rights. (1) The Lessor reserves an assignable right of access on, over, and through the Property, to access and enter upon the Property in any case in which a munitions response action is found to be necessary, or such access and entrance is necessary to carry out a munitions response action on adjoining property. Such easement and right of access includes, without limitation, the right to perform any additional investigation, sampling, testing, test-pitting, surface and subsurface clearance operations, or any other munitions response action necessary for the United States to meet its responsibilities under applicable laws and as provided for in the Lease. This right of access shall be binding on the Lessee, its successors and assigns, and shall run with the land.

(2) In exercising this access right, the Lessor shall give the Lessee reasonable notice of the intent to enter on the Property, except in emergency situations. Lessor shall use reasonable means, without significant additional cost to the Lessor, to avoid and/or minimize interference with the Lessee's and the Lessee's successors' and assigns' use of the Property. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Lessee nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

(3) In exercising access right, neither the Lessee nor its successors and assigns, as the case maybe, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant

to and in accordance with this Paragraph. In addition, the Lessee, its successors and assigns, shall not interfere with any munitions response action conducted by the Lessor on the Property.

7. NOTICE OF THE PRESENCE OF ASBESTOS

A. The Lessee is hereby informed and does acknowledge that non-friable asbestos or asbestos-containing material ("ACM") has been found on the Lease Property. The Lease Property may contain improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that contain non-friable asbestos or ACM. The Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency have determined that such unprotected or unregulated exposure to airborne asbestos fibers increases the risk of asbestos-related diseases, including certain cancers that can result in disability or death.

B. The Lessee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its asbestos and ACM condition and any hazardous or environmental conditions relating thereto. The Lessee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos or ACM hazards or concerns.

8. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT (LBP)

A. The Lessee is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

B. The Lessee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its lead-based paint content and condition and any hazardous or environmental conditions relating thereto. The Lessee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any lead-based paint hazards or concerns.

9. PCB NOTICE

A. The Lessee is hereby informed and does acknowledge that equipment containing polychlorinated biphenyls (PCBs) exists on the Property to be conveyed, described as follows: transformers containing oil with less than less than 50 ppm PCB. All PCB-containing equipment has been properly labeled in accordance with applicable laws and regulations.

B. The Lessee acknowledges that it has inspected or has had the opportunity to inspect the Property as to the presence of PCBs and PCB-containing equipment and any hazardous or environmental conditions relating thereto. The Lessee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any PCB hazards or concerns.

10. PESTICIDE NOTICE

The Lessee is hereby notified and acknowledges that registered pesticides have been applied to the property conveyed herein and may continue to be present thereon. The Lessor and Lessee know of no use of any registered pesticide in a manner (1) inconsistent with its labeling or with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA)(7 U.S.C. § 136, et seq.) and other applicable laws and regulations, or (2) not in accordance with its intended purpose.

The Lessee covenants and agrees that if the Lessee takes any action with regard to the property, including demolition of structures or any disturbance or removal of soil that may expose, or cause a release of, a threatened release of, or an exposure to, any such pesticide, Lessee assumes all responsibility and liability.

JOINT SURVEY AND INSPECTION OF ENVIRONMENTAL
CONDITION OF GOVERNMENT LEASED PROPERTY

UMATILLA CHEMICAL DEPOT

Lease No: DACA67-1-20-40

SECTION I PROPERTY DATA AND ENVIRONMENTAL CONDITION AGREEMENT

Date of Survey: Originally Surveyed 10 November 2015. Site Surveyed 25 November 2019, Igloos were not entered during this survey.

Date of Lease Commencement: (Date signed by Lessor)

Date Possession Taken:

Leased Land Area:

Total Leased Area: 5,530.64 Acres

Leased Area For Igloo Rentals: 417.43 Acres

Leased Area For Irrigated Field Crop: 40.62 Acres

Leased Area For Solar Development Investigation: 1,604.33

Leased Building Area:

<u>Igloo</u>	<u>Size (SF)</u>	<u>Igloo</u>	<u>Size (SF)</u>		
A 914	2147	A 948	2147		
A 916	2147	A 950	2147		
A 917	2147	A 960	2147	Total	21,470
A 919	2147	A 979	2147		
A 947	2147	A 980	2147		

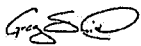
ENVIRONMENTAL CONDITION DESCRIPTION OF THE EXTERIOR AND THE INTERIOR OF THE LEASED PROPERTY

See Attached Sheets 2-7.

JOINT AGREEMENT ON THE ENVIRONMENTAL CONDITION OF THE PROPERTY

We, the undersigned, jointly made a survey and inspection of the environmental condition of the property mentioned above. We agree that as of the date of the survey, the environmental condition of the property is as described herein.

Name and Signature of the Lessee



Greg Smith
Executive Director
Columbia Development Authority

Name, Title, and Signature of Lessor Representative

LANIGAN.MICHEL

E.M.1149287929

Digitally signed by
LANIGAN.MICHELE.M.1149287929
Date: 2019.11.25 12:41:39 -08'00'

Michele Lanigan
BRAC Environmental Coordinator
Umatilla Chemical Depot

SECTION II-ENVIRONMENTAL CONDITION OF LAND LEASED (VISIBLE EVIDENCE OF EXISTING-SPILLS, CONTAMINATION ETC.)

PRE LEASE ENVIRONMENTAL CONDITION	POST LEASE ENVIRONMENTAL CONDITION
<p>ENTIRE LEASE AREA 5530.64 ACRES</p> <p>Good to Fair Condition. Majority of land is in shrub-steppe cover type with no land disturbance minus the presence of roads and igloos. Significant portions of the area have had a die-off of sage brush. Land cover shows no significant erosion. General Environmental restrictions associated with the area include "Site 39" – excluded from lease, Site 11 Landfill – excluded From lease. Limited groundwater plume subject to pump And Treat remediation. The northern area of the lease does contain a significant colony of Borrowing Owls, Partially established through an artificial borrow program.</p>	
<p>IGLOO LEASE AREA 417.43 ACRES</p> <p>Good to Fair Condition. Majority of land is in shrub-steppe cover type with no land disturbance minus the presence of roads and igloos. Significant portions of the area have had a die-off of sage brush.</p>	
<p>IRRIGATED FIELD CROP AREA 40.62 ACRES</p> <p>Good. 20 acres in undisturbed shrub-steppe cover type. The remainder of area is in irrigated crop cover type.</p>	
<p>SOLAR DEVELOPMENT INVESTIGATION 1604.33 AC</p> <p>Good to Fair Condition. Majority of land is in shrub-steppe cover type with no land disturbance minus the presence of roads and igloos. Significant portions of the area have had a die-off of sage brush. Land cover shows no significant erosion. General Environmental restrictions associated with the area include "Site 39" – excluded from lease, Site 11 Landfill – excluded From lease. Limited groundwater plume subject to pump And Treat remediation. The northern area of the lease does contain a significant colony of Borrowing Owls, partially established through an artificial borrow program.</p>	

SECTION II-INTERIOR AND EXTERIOR ENVIRONMENTAL CONDITION OF LEASED BUILDINGS

(VISIBLE EVIDENCE OF EXISTING-SPILLS, CONTAMINATION ETC.)

PRE LEASE ENVIRONMENTAL CONDITION	POST LEASE ENVIRONMENTAL CONDITION
IGLOO A 904 Interior (Ceilings and walls, front, back, door, floor) Clean. No known presence of spills or other potential hazardous materials. All concrete construction – no known risk of asbestos. Exterior (Roof and sides, front, back, door) No known issues.	
IGLOO A 905 Interior (Ceilings and walls, front, back, door, floor) Clean. No known presence of spills or other potential hazardous materials. All concrete construction – no known risk of asbestos. Exterior (Roof and sides, front, back, door) No known issues.	
IGLOO A 906 Interior (Ceilings and walls, front, back, door, floor) Clean. No known presence of spills or other potential hazardous materials. All concrete construction – no known risk of asbestos. Exterior (Roof and sides, front, back, door) No known issues.	
IGLOO A 907 Interior (Ceilings and walls, front, back, door, floor) Clean. No known presence of spills or other potential hazardous materials. All concrete construction – no known risk of asbestos. Exterior (Roof and sides, front, back, door) No known issues	

<p>IGLOO A 908 Interior (Ceilings and walls, front, back, door, floor) Clean. No known presence of spills or other potential hazardous materials. All concrete construction – no known risk of asbestos.</p> <p>Exterior (Roof and sides, front, back, door) No known issues.</p>	
PRE LEASE ENVIRONMENTAL CONDITION	POST LEASE ENVIRONMENTAL CONDITION
<p>IGLOO A 909 Interior (Ceilings and walls, front, back, door, floor) Clean. No known presence of spills or other potential hazardous materials. All concrete construction – no known risk of asbestos.</p> <p>Exterior (Roof and sides, front, back, door) No known issues.</p>	
<p>IGLOO A 910 Interior (Ceilings and walls, front, back, door, floor) Clean. No known presence of spills or other potential hazardous materials. All concrete construction – no known risk of asbestos.</p> <p>Exterior (Roof and sides, front, back, door) No known issues.</p>	
<p>IGLOO A 911 Interior (Ceilings and walls, front, back, door, floor) Clean. No known presence of spills or other potential hazardous materials. All concrete construction – no known risk of asbestos.</p> <p>Exterior (Roof and sides, front, back, door) No known issues.</p>	
<p>IGLOO A 912 Interior (Ceilings and walls, front, back, door, floor) Clean. No known presence of spills or other potential hazardous materials. All concrete</p>	

<p>construction – no known risk of asbestos.</p> <p>Exterior (Roof and sides, front, back, door) No known issues.</p>	
<p>IGLOO A 914</p> <p>Interior (Ceilings and walls, front, back, door, floor) Clean. No known presence of spills or other potential hazardous materials. All concrete construction – no known risk of asbestos.</p> <p>Exterior (Roof and sides, front, back, door) No known issues.</p>	

SECTION II-INTERIOR AND EXTERIOR ENVIRONMENTAL CONDITION OF LEASED BUILDINGS

PRE LEASE ENVIRONMENTAL CONDITION	POST LEASE ENVIRONMENTAL CONDITION
<p>IGLOO A 916</p> <p>Interior (Ceilings and walls, front, back, door, floor) Clean. No known presence of spills or other potential hazardous materials. All concrete construction – no known risk of asbestos.</p> <p>Exterior (Roof and sides, front, back, door) No known issues.</p>	
<p>IGLOO A 917</p> <p>Interior (Ceilings and walls, front, back, door, floor) Clean. No known presence of spills or other potential hazardous materials. All concrete construction – no known risk of asbestos.</p> <p>Exterior (Roof and sides, front, back, door) No known issues.</p>	
<p>IGLOO A 918</p> <p>Interior (Ceilings and walls, front, back, door, floor) Clean. No known presence of spills or other potential hazardous materials. All concrete construction – no known risk of asbestos.</p> <p>Exterior (Roof and sides, front, back, door) No known issues.</p>	

<p>IGLOO A 919 Interior (Ceilings and walls, front, back, door, floor) Clean. No known presence of spills or other potential hazardous materials. All concrete construction – no known risk of asbestos.</p> <p>Exterior (Roof and sides, front, back, door) No known issues.</p>	
<p>IGLOO A 920 Interior (Ceilings and walls, front, back, door, floor) Clean. No known presence of spills or other potential hazardous materials. All concrete construction – no known risk of asbestos.</p> <p>Exterior (Roof and sides, front, back, door) No known issues.</p>	

SECTION II-INTERIOR AND EXTERIOR ENVIRONMENTAL CONDITION OF LEASED BUILDINGS

PRE LEASE ENVIRONMENTAL CONDITION	POST LEASE ENVIRONMENTAL CONDITION
<p>IGLOO A 921 Interior (Ceilings and walls, front, back, door, floor) Clean. No known presence of spills or other potential hazardous materials. All concrete construction – no known risk of asbestos.</p> <p>Exterior (Roof and sides, front, back, door) No known issues.</p>	
<p>IGLOO A 922 Interior (Ceilings and walls, front, back, door, floor) Clean. No known presence of spills or other potential hazardous materials. All concrete construction – no known risk of asbestos.</p> <p>Exterior (Roof and sides, front, back, door) No known issues.</p>	
<p>IGLOO A 947 Interior (Ceilings and walls, front, back, door, floor) Clean. No known presence of spills or other potential hazardous materials. All concrete</p>	

<p>construction – no known risk of asbestos.</p> <p>Exterior (Roof and sides, front, back, door) No known issues.</p>	
<p>IGLOO A 948</p> <p>Interior (Ceilings and walls, front, back, door, floor) Clean. No known presence of spills or other potential hazardous materials. All concrete construction – no known risk of asbestos.</p> <p>Exterior (Roof and sides, front, back, door) No known issues.</p>	
<p>IGLOO A 949</p> <p>Interior (Ceilings and walls, front, back, door, floor) Clean. No known presence of spills or other potential hazardous materials. All concrete construction – no known risk of asbestos.</p> <p>Exterior (Roof and sides, front, back, door) No known issues.</p>	

ADDITIONAL COMMENTS:

JOINT SURVEY AND INSPECTION OF PHYSICAL
CONDITION OF GOVERNMENT LEASED PROPERTY

UMATILLA CHEMICAL DEPOT

Lease No: DACA67-1-20-40

SECTION I PROPERTY DATA AND PHYSICAL CONDITION AGREEMENT

Date of Survey: Originally Surveyed 10 November 2015. Site Surveyed 25 November 2019, Igloos were not entered during this survey.

Date of Lease Commencement: (Date signed by Lessor)

Date Possession Taken:

Leased Land Area:

Total Leased Area: 5,530.64 Acres

Leased Area For Igloo Rentals: 417.43 Acres

Leased Area For Irrigated Field Crop: 40.62 Acres

Leased Area For Solar Development Investigation: 1,604.33

Leased Building Area:

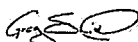
<u>Igloo</u>	<u>Size (SF)</u>	<u>Igloo</u>	<u>Size (SF)</u>		
A 914	2147	A 948	2147		
A 916	2147	A 950	2147		
A 917	2147	A 960	2147	Total	21,470
A 919	2147	A 979	2147		
A 947	2147	A 980	2147		

DESCRIPTION OF THE EXTERIOR AND THE INTERIOR OF THE LEASED PROPERTY
See Attached Sheets 2-7.

JOINT AGREEMENT ON THE PHYSICAL CONDITION OF THE PROPERTY

We, the undersigned, jointly made a survey and inspection of the physical condition of the property mentioned above. We agree that as of the date of the survey, the condition of the property is as described herein.

Name and Signature of the Lessee



Greg Smith
Executive Director
Columbia Development Authority

Name, Title, and Signature of Lessor Representative

LANIGAN.MICHEL

E.M.1149287929

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LANIGAN.MICHELE.M.1149287929
Date: 2019.11.25 12:40:23 -08'00'

Michele Lanigan
BRAC Environmental Coordinator
Umatilla Chemical Depot

SECTION II-PHYSICAL CONDITION OF LAND LEASED

(General condition-good, fair, poor,-with comments on visible surface vegetation, digging, damages, etc)

PRE LEASE PHYSICAL CONDITION	POST LEASE PHYSICAL CONDITION
<p>ENTIRE LEASE AREA 5530.64 ACRES</p> <p>Good to Fair Condition. Majority of land is in shrub-steppe cover type with no land disturbance minus the presence of roads and igloos. Significant portions of the area have had a die-off of sage brush. Land cover shows no significant erosion.</p>	
<p>IGLOO LEASE AREA 417.43 ACRES</p> <p>Same as above</p>	
<p>IRRIGATED FIELD CROP AREA 40.62 ACRES</p> <p>20 of the 40 acres is part of a long term circle pivot irrigation operation mistaken operated outside of boundary fence but within Army ownership. Cover type is currently grass/hay. The remainder of the 40 acres is in shrub-steppe cover type. Both areas in good to fair condition.</p>	
<p>SOLAR DEVELOPMENT INVESTIGATION 1604.33 AC</p> <p>Good condition. Shrub-steppe cover type that has had little disturbance in recent years.</p>	
<p>REMARKS (Questioned or disputed items, repairs to be made, etc.)</p>	

SECTION II-INTERIOR AND EXTERIOR PHYSICAL CONDITION OF LEASED BUILDINGS

(General condition-good, fair, poor,-with comments on damages, leaks, cracks, inoperability, etc)

PRE LEASE PHYSICAL CONDITION	POST LEASE PHYSICAL CONDITION
<p>IGLOO A 904</p> <p>Interior (Ceilings and walls, front, back, door, floor) 1940's all concrete construction. All structural components in good-fair condition with no indication of structural failure or fatigue.</p> <p>Exterior (Roof and sides, front, back, door) Same as above. Metal doors aging but continue to be operational. Soil cover over concrete roof undisturbed and established in native vegetation.</p>	
<p>IGLOO A 905</p> <p>Interior (Ceilings and walls, front, back, door, floor) 1940's all concrete construction. All structural components in good-fair condition with no indication of structural failure or fatigue.</p> <p>Exterior (Roof and sides, front, back, door) Same as above. Metal doors aging but continue to be operational. Soil cover over concrete roof undisturbed and established in native vegetation.</p>	
<p>IGLOO A 906</p> <p>Interior (Ceilings and walls, front, back, door, floor) 1940's all concrete construction. All structural components in good-fair condition with no indication of structural failure or fatigue.</p> <p>Exterior (Roof and sides, front, back, door) Same as above. Metal doors aging but continue to be operational. Soil cover over concrete roof undisturbed and established in native vegetation.</p>	
<p>IGLOO A 907</p> <p>Interior (Ceilings and walls, front, back, door, floor) 1940's all concrete construction. All structural components in good-fair condition with no indication of structural failure or fatigue.</p> <p>Exterior (Roof and sides, front, back, door) Same as above. Metal doors aging but continue to be operational. Soil cover over concrete roof undisturbed and established in native vegetation.</p>	
<p>IGLOO A 908</p> <p>Interior (Ceilings and walls, front, back, door, floor) 1940's all concrete construction. All structural components in good-fair condition with no indication of structural failure or fatigue.</p> <p>Exterior (Roof and sides, front, back, door) Same as above. Metal doors aging but continue to be operational. Soil cover over concrete roof undisturbed and established in native vegetation.</p>	

SECTION II-INTERIOR AND EXTERIOR PHYSICAL CONDITION OF LEASED BUILDINGS

PRE LEASE PHYSICAL CONDITION	POST LEASE PHYSICAL CONDITION
<p>IGLOO A 909 Interior (Ceillings and walls, front, back, door, floor) 1940's all concrete construction. All structural components in good-fair condition with no indication of structural failure or fatigue.</p> <p>Exterior (Roof and sides, front, back, door) Same as above. Metal doors aging but continue to be operational. Soil cover over concrete roof undisturbed and established in native vegetation.</p>	
<p>IGLOO A 910 Interior (Ceillings and walls, front, back, door, floor) 1940's all concrete construction. All structural components in good-fair condition with no indication of structural failure or fatigue.</p> <p>Exterior (Roof and sides, front, back, door) Same as above. Metal doors aging but continue to be operational. Soil cover over concrete roof undisturbed and established in native vegetation.</p>	
<p>IGLOO A 911 Interior (Ceillings and walls, front, back, door, floor) 1940's all concrete construction. All structural components in good-fair condition with no indication of structural failure or fatigue.</p> <p>Exterior (Roof and sides, front, back, door) Same as above. Metal doors aging but continue to be operational. Soil cover over concrete roof undisturbed and established in native vegetation.</p>	
<p>IGLOO A 912 Interior (Ceillings and walls, front, back, door, floor) 1940's all concrete construction. All structural components in good-fair condition with no indication of structural failure or fatigue.</p> <p>Exterior (Roof and sides, front, back, door) Same as above. Metal doors aging but continue to be operational. Soil cover over concrete roof undisturbed and established in native vegetation.</p>	
<p>IGLOO A 914 Interior (Ceillings and walls, front, back, door, floor) 1940's all concrete construction. All structural components in good-fair condition with no indication of structural failure or fatigue.</p> <p>Exterior (Roof and sides, front, back, door) Same as above. Metal doors aging but continue to be operational. Soil cover over concrete roof undisturbed and established in native vegetation.</p>	

SECTION II-INTERIOR AND EXTERIOR PHYSICAL CONDITION OF LEASED BUILDINGS

PRE LEASE PHYSICAL CONDITION	POST LEASE PHYSICAL CONDITION
<p>IGLOO A 916 Interior (Cellings and walls, front, back, door, floor) 1940's all concrete construction. All structural components in good-fair condition with no indication of structural failure or fatigue.</p> <p>Exterior (Roof and sides, front, back, door) Same as above. Metal doors aging but continue to be operational. Soil cover over concrete roof undisturbed and established in native vegetation.</p>	
<p>IGLOO A 917 Interior (Cellings and walls, front, back, door, floor) 1940's all concrete construction. All structural components in good-fair condition with no indication of structural failure or fatigue.</p> <p>Exterior (Roof and sides, front, back, door) Same as above. Metal doors aging but continue to be operational. Soil cover over concrete roof undisturbed and established in native vegetation.</p>	
<p>IGLOO A 918 Interior (Cellings and walls, front, back, door, floor) 1940's all concrete construction. All structural components in good-fair condition with no indication of structural failure or fatigue.</p> <p>Exterior (Roof and sides, front, back, door) Same as above. Metal doors aging but continue to be operational. Soil cover over concrete roof undisturbed and established in native vegetation.</p>	
<p>IGLOO A 919 Interior (Cellings and walls, front, back, door, floor) 1940's all concrete construction. All structural components in good-fair condition with no indication of structural failure or fatigue.</p> <p>Exterior (Roof and sides, front, back, door) Same as above. Metal doors aging but continue to be operational. Soil cover over concrete roof undisturbed and established in native vegetation.</p>	
<p>IGLOO A 920 Interior (Cellings and walls, front, back, door, floor) 1940's all concrete construction. All structural components in good-fair condition with no indication of structural failure or fatigue.</p> <p>Exterior (Roof and sides, front, back, door) Same as above. Metal doors aging but continue to be operational. Soil cover over concrete roof undisturbed and established in native vegetation.</p>	

SECTION II-INTERIOR AND EXTERIOR PHYSICAL CONDITION OF LEASED BUILDINGS

PRE LEASE PHYSICAL CONDITION	POST LEASE PHYSICAL CONDITION
<p>IGLOO A 921 Interior (Cellings and walls, front, back, door, floor) 1940's all concrete construction. All structural components in good-fair condition with no indication of structural failure or fatigue.</p> <p>Exterior (Roof and sides, front, back, door) Same as above. Metal doors aging but continue to be operational. Soil cover over concrete roof undisturbed and established in native vegetation.</p>	
<p>IGLOO A 922 Interior (Cellings and walls, front, back, door, floor) 1940's all concrete construction. All structural components in good-fair condition with no indication of structural failure or fatigue.</p> <p>Exterior (Roof and sides, front, back, door) Same as above. Metal doors aging but continue to be operational. Soil cover over concrete roof undisturbed and established in native vegetation.</p>	
<p>IGLOO A 947 Interior (Cellings and walls, front, back, door, floor) 1940's all concrete construction. All structural components in good-fair condition with no indication of structural failure or fatigue.</p> <p>Exterior (Roof and sides, front, back, door) Same as above. Metal doors aging but continue to be operational. Soil cover over concrete roof undisturbed and established in native vegetation.</p>	
<p>IGLOO A 948 Interior (Cellings and walls, front, back, door, floor) 1940's all concrete construction. All structural components in good-fair condition with no indication of structural failure or fatigue.</p> <p>Exterior (Roof and sides, front, back, door) Same as above. Metal doors aging but continue to be operational. Soil cover over concrete roof undisturbed and established in native vegetation.</p>	
<p>IGLOO A 949 Interior (Cellings and walls, front, back, door, floor) 1940's all concrete construction. All structural components in good-fair condition with no indication of structural failure or fatigue.</p> <p>Exterior (Roof and sides, front, back, door) Same as above. Metal doors aging but continue to be operational. Soil cover over concrete roof undisturbed and established in native vegetation.</p>	

ADDITIONAL COMMENTS:

High level of condition consistency for each of the listed igloos. Inspection jointly conducted on 11/4/2014