

## **ATTACHMENT D**

### **MINING LEASE BETWEEN GOOD AND WALLER**

AFTER RECORDING RETURN TO:

Alan Good

3500280 LE

04/08/2019 10:40:58 AM Total Pages: 6 Fees: 104.00  
Larry E. Grove, CPA, Lewis County Auditor, Chehalis, Washington



**PLEASE PRINT OR TYPE ALL INFORMATION**

**DOCUMENT TITLE(S) (OR TRANSACTIONS CONTAINED THEREIN):**

Lease Agreement

**REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED/RELEASED:**

**GRANTOR/BORROWER (LAST NAME FIRST, FIRST NAME AND INITIALS):**

Edmunda Waller  
Fries & Waller Rock Quarry LLC

ADDITIONAL NAMES LISTED ON PAGE \_\_\_\_ OF DOCUMENT.

**GRANTEE/ASSIGNEE/BENEFICIARY (LAST NAME FIRST, FIRST NAME AND INITIALS):**

Good Crushing Inc

ADDITIONAL NAMES LISTED ON PAGE \_\_\_\_ OF DOCUMENT.

**LEGAL DESCRIPTION (ABBREVIATED: I.E. LOT, BLOCK, PLAT OR SECTION, TOWNSHIP, RANGE)**

8-12-2W

COMPLETE LEGAL DESCRIPTION IS LISTED ON PAGE \_\_\_\_ OF DOCUMENT.

**ASSESSOR'S TAX PARCEL NUMBER(S)**

015000-000-000

THE AUDITOR/RECORDER WILL RELY ON THE INFORMATION PROVIDED ON THIS FORM. THE STAFF WILL NOT READ THE DOCUMENT TO VERIFY THE ACCURACY OR COMPLETENESS OF THE INDEXING INFORMATION PROVIDED HEREIN.

**LEASE AGREEMENT  
FOR QUARRYING AND REMOVING ROCK**


THIS AGREEMENT, made and entered into this 31st day of March, 2019, by and between EDMUNDA WALLER, a single person, and FRIES & WALLER ROCK QUARRY LLC, hereinafter referred to as "GRANTOR," and GOOD CRUSHING, INC., hereinafter referred to as "GRANTEE," Witnesseth:

WHEREAS, GRANTOR is the owner of certain real property located in the county of Lewis, State of Washington, hereinafter described, which is believed to contain materials suitable for use in road construction, and for conversion into crushed rock, rip-rap or road ballast;

WHEREAS, GRANTEE desires to purchase, and GRANTOR is willing to sell all of said materials which may be reasonably obtainable during the term of this agreement;

NOW, therefore, the parties hereto, for themselves, their executors, administrators or assigns, in consideration of the sum of one dollar and other good and valuable consideration, the receipt of all of which is hereby acknowledged, hereby mutually promise and agree as follows:

1. GRANTOR hereby grants to GRANTEE the exclusive right to enter upon a portion of Section 8, Township 12, Range 2 West, W.M., in the county of Lewis, State of Washington, and outlined in the diagram attached hereto as Exhibit "A" and "A-1" for the purpose of removing all rock, rotten rock, dirt, sand, natural gravel, clay and related materials therefrom.
2. Said privilege shall extend for a period of thirty (30) years from the date of this contract, with the option on the part of GRANTEE to lease said parcel for an additional thirty (30) years: Grantee shall pay Grantor a fee, calculated by stumpage at the rate listed in Paragraph 3b below as modified over time pursuant to the terms of this paragraph. Stumpage shall be reviewed by the parties every five (5) years to see if adjustments are needed to accommodate inflation or depression. If the parties hereto shall be unable to agree between themselves as to what is the going and prevailing stumpage for materials of like character, and on stumpage to be paid for the next five (5) year increment, then amount of such stumpage shall be determined by arbitrators, GRANTOR and GRANTEE each to select one arbitrator, then the two arbitrators so selected to choose a third arbitrator in case the two are unable to agree on a third. The arbitrators shall adjust the stumpage based on inflation or deflation for materials of like character in the State of Washington.
3. GRANTEE agrees to:
  - a. Seek a permit to mine the entire leased premises; and to perform all labor necessary for the removal of said materials from the leased premises, mining first from area A and area B on Exhibit A-1, and not mining in area C for twenty years;
  - b. In payment for removal of rock, GRANTEE expressly promises and agrees to pay GRANTOR the sum of [REDACTED] which payment shall be made on or before the 20th day of the month following the month during which said material was removed;

- c. Comply with all rules and regulations of the State of Washington and the county of Lewis, required in the removal of said materials;
  - d. Reclaim the land pursuant to a plan submitted to and approved by the state of Washington, Department of Natural Resources;
  - e. Be responsible for any problems that might arise with adjoining property owners;
  - f. Maintain continuing insurance coverage against all claims and liability arising directly or indirectly from operation and/or conditions created or maintained on said premises by GRANTEE under this contract, including environmental restoration, or latent blasting effects, covering the period of operation by GRANTEE;
  - g. Maintain accurate records for the quantity of material so removed, and records showing such amounts shall be made available to GRANTOR at all reasonable times and intervals.
  - h. 
4. GRANTEE shall be responsible for paying the costs of the permits and fees required to commence operations.
5. GRANTOR shall be responsible for paying all property taxes on said premises; GRANTEE shall be responsible for paying all personal property taxes, business taxes, utilities and other charges and expenses incurred in connection with its operations on the above premises, and shall keep GRANTOR and the said premises free and clear, at all times, of any and all liens or other encumbrances arising, directly or indirectly out of or in connection with said operation.
6. If in order to carry out the terms of this agreement, it becomes necessary to comply with any federal, state, county or other laws, rules or regulations with reference to environmental permits or surface mining permits, GRANTOR agrees to cooperate in furnishing licenses and bonding papers so that GRANTEE may secure permits and bonds as may be required, and to which GRANTEE shall comply.
7. GRANTOR promises and agrees to indemnify and hold GRANTEE free and harmless against



8. No permanent additions or improvements shall be made by GRANTEE in or on premises without written consent of GRANTOR, and when made by GRANTEE, the same shall not be made upon credit, and GRANTOR shall not be held liable for same.
9. This lease shall terminate without further obligation of either party (other than any required reclamation) when the leased premises is mined out. The leased premises shall be considered mined out when and if there is no contiguous portion of the leased premises that can produce 10,000 tons of marketable material that can be excavated or removed from the site under then-existing Federal, state or local regulations; or at such time, in the sole discretion of the Grantee, it is no longer financially feasible to profitably mine the premises.
10. GRANTEE already leases two pits from GRANTOR, copies of which are attached. This Agreement is supplementary to those prior leases. The prior leases remain in effect and the terms of those leases are not modified or replaced by this Agreement or anything herein.

GRANTOR: FRIES & WALLER ROCK QUARRY LLC

By Edmund Waller  
Edmund Waller

By Alan Good  
Alan Good, Owner

STATE OF WASHINGTON )  
COUNTY OF LEWIS ) ss.

GIVEN under my hand and official seal this 8 day of March 2019.

Print Name: 9314743416  
Notary Public in and for the State of Washington,  
Residing at Carlisle WA

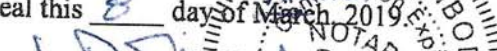
STATE OF WASHINGTON )  
COUNTY OF LEWIS ) ss.

GIVEN under my hand and official seal this \_\_\_\_\_ day of March, 2019.

Print Name: \_\_\_\_\_  
 Notary Public in and for the State of Washington,  
 Residing at \_\_\_\_\_  
 My Commission Expires \_\_\_\_\_

STATE OF WASHINGTON )  
COUNTY OF LEWIS ) ss. APRIL

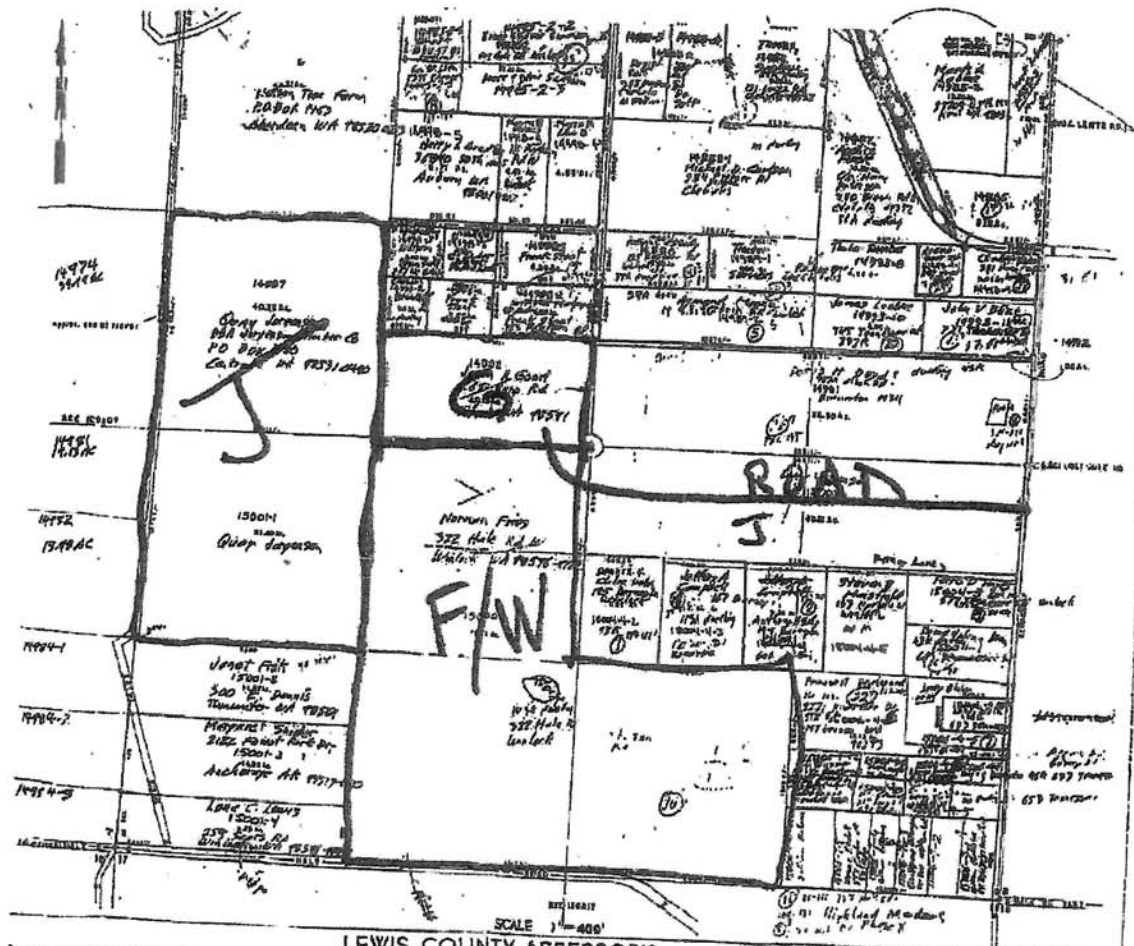
GIVEN under my hand and official seal this 8 day of March, 2019.



Print Name: J. P. [Signature]  
Notary Public in and for the State of Washington,  
Residing at [Signature]  
My Commission Expires 12/31/21

EXHIBIT A

Property as depicted in the attached map as "F/W": the East Half of the SW Quarter and the SW Quarter of the SE Quarter of Section 8, Township 12N, Range 2W, known as Tax Parcel No. 015000000000, and located generally at 322 W. Hale Road, Evaline, EXCEPTING Hale Road therefrom, and EXCEPTING those portions under leases made May 9, 1995 and October 1, 2004 (copies of which are attached), all situated in Lewis County, Washington.



COMPLETION DATE NOV 1973

REVISION DATE

NO.	DATE	BY	REVISION
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

SCALE 1" = 400'

LEWIS COUNTY ASSESSOR'S MAP

SEC. 8  
T.2N.R.2W.W.M.  
"State of Missouri, Range of Westland"

DETAIL MAP No. 120208

Map for Locating Property Only  
Measurements Not Guaranteed