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SCOTT G. WEBER, CLERK
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**STATE OF WASHINGTON
CLARK COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,
DEPARTMENT OF ECOLOGY,

Plaintiff,

v.

LEICHNER BROTHERS LAND
RECLAMATION CORPORATION
and CLARK COUNTY,

Defendants.

NO. 96-2-03081-7

SECOND AMENDMENT TO
CONSENT DECREE RE: LEICHNER
BROTHERS LANDFILL

EX PARTE

This Second Amendment to the Consent Decree is issued pursuant to the authority of Chapter 70.105D RCW, the Model Toxics Control Act (MTCA).

STATEMENT OF CURRENT CONDITIONS

A. Consent Decree 96-2-03081-7 was signed by this Court and filed on July 17, 1996 (Consent Decree). The Consent Decree represents a negotiated settlement between the Washington State Department of Ecology (Ecology) and Leichner Brothers Land Reclamation Corporation (Leichner). Leichner and Ecology are collectively referred to as the Parties.

B. The Consent Decree governs the remedial activities for the Leichner Brothers Land Reclamation Corporation Landfill Site (Site) located near Vancouver, WA and surrounding areas where hazardous substances have come to be located.

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1 C. The First Amendment to the Consent Decree (First Amendment) was entered by
2 the Court and filed on February 12, 2002. The First Amendment removed a parcel from within
3 the Site and consequently redefined the boundary line of the Site and the area subject to the
4 Consent Decree.

5 D. On May 26, 1989, Clark County, a political subdivision of the State of
6 Washington (Clark County), and Leichner entered into an Option Agreement for a portion of
7 the Site (Option Property).

8 E. On May 10, 2011, Clark County effectively exercised its option under the
9 Option Agreement and entered into a Purchase and Sale Agreement (Purchase Agreement)
10 with Leichner, for the Option Property and a second parcel (Additional Property). The
11 Purchase Agreement is attached as Exhibit A.

12 F. As outlined in the Purchase Agreement, Leichner will transfer to Clark County,
13 its rights, title and interest in the Option Property and in the Additional Property (collectively
14 referred to as Clark County Parcels I and II). Legal descriptions for Clark County Parcels I and
15 II are attached as Exhibit B.

16 G. As further set forth in the Purchase Agreement, Leichner will retain title to two
17 (2) parcels within the Site (Leichner Parcel I and Leichner Parcel II), which is legally described
18 in Exhibit C.

19 H. In a letter to Mike Davis dated January 26, 2012 (Letter), Leichner stated their
20 intention to donate Leichner Parcel II to the County at the completion of the Purchase
21 Agreement; however, the final arrangements of the donation have, at the time of this Second
22 Amendment, not been finalized. The Letter is attached as Exhibit D.

23 I. As required by the Consent Decree, Ecology has concluded that the sale of
24 Clark County Parcels I and II and the addition of Clark County as a Defendant to this Consent
25 Decree is in the public interest, and will not pose a threat to human health or the environment.
26

1 **SECOND AMENDMENT TO CONSENT DECREE**

2 Based on the foregoing, the Parties to the Consent Decree stipulate and agree that the
3 Consent Decree, as amended by the First Amendment, including all Exhibits attached thereto,
4 shall be further amended, pursuant to the provisions of Section XV of the Consent Decree as
5 follows:

6 1. All references to Leichner throughout the Consent Decree, which specifically
7 relate to Leichner’s ownership of that particular portion of the Site that is now defined as Clark
8 County Parcels I and II, shall be amended such that Clark County will be listed as the titled
9 owner. In addition, Section III, paragraph B, definition of “Parties” is amended to include
10 Clark County as a party for purposes of Clark County Parcels I and II, as defined in Exhibit B
11 to this Second Amendment.

12 2. The ownership of Leichner Parcel I shall remain in Leichner’s ownership as it
13 currently exists.


14 3. When donation arrangements agreeable to both Leichner and Clark County are
15 finalized, all references to Leichner, which specifically related to Leichner’s ownership of that
16 particular portion of the Site now defined as Leichner Parcel II shall be amended such that
17 Clark County will be listed as the titled owner. No further amendment of the Consent Decree
18 will be required.

19 4. Section VII (D) of the Consent Decree (Designated Project Coordinators) is
20 hereby amended to identify the following individual as the project coordinator for Defendants:

21 MICHAEL DAVIS
22 Clark County
23 Department of Environmental Services
24 1300 Franklin Street 1st Floor
25 P.O Box 9810
26 Vancouver, WA 98666-9810
(360) 397-2121 ext. 4920

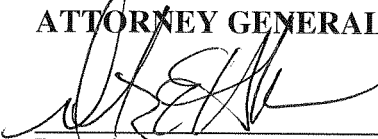
1 5. Except as set forth above, all other provisions of the Consent Decree remain in
2 full force and effect, unchanged by this Second Amendment.
3

4 **STATE OF WASHINGTON**
5 **DEPARTMENT OF ECOLOGY**

6 
7 _____
8 James Pendowski
9 Program Manager
10 Toxics Cleanup Program
11 (360) 407-7177

12 Date: 3/14/13

13 **W. FERGUSON**
14 **ROBERT M. MCKENNA,**
15 **ATTORNEY GENERAL**

16 
17 _____
18 Dorothy H. Jaffe, WSBA No. 34148
19 Assistant Attorney General
20 (360) 586-4637

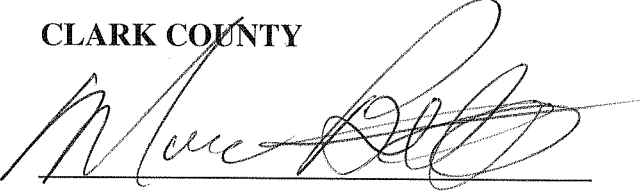
21 Date: 3/15/13

22 **LEICHTNER BROTHERS LAND**
23 **RECLAMATION CORPORATION**

24 
25 _____
26 CRAIG LEICHTNER
President

Date: 1/128/12

27 **CLARK COUNTY**

28 
29 _____

Date: 1/27/12

30 ENTERED this 19 day of March, 2013

31 
32 _____
33 JUDGE
34 Clark County Superior Court
35
36

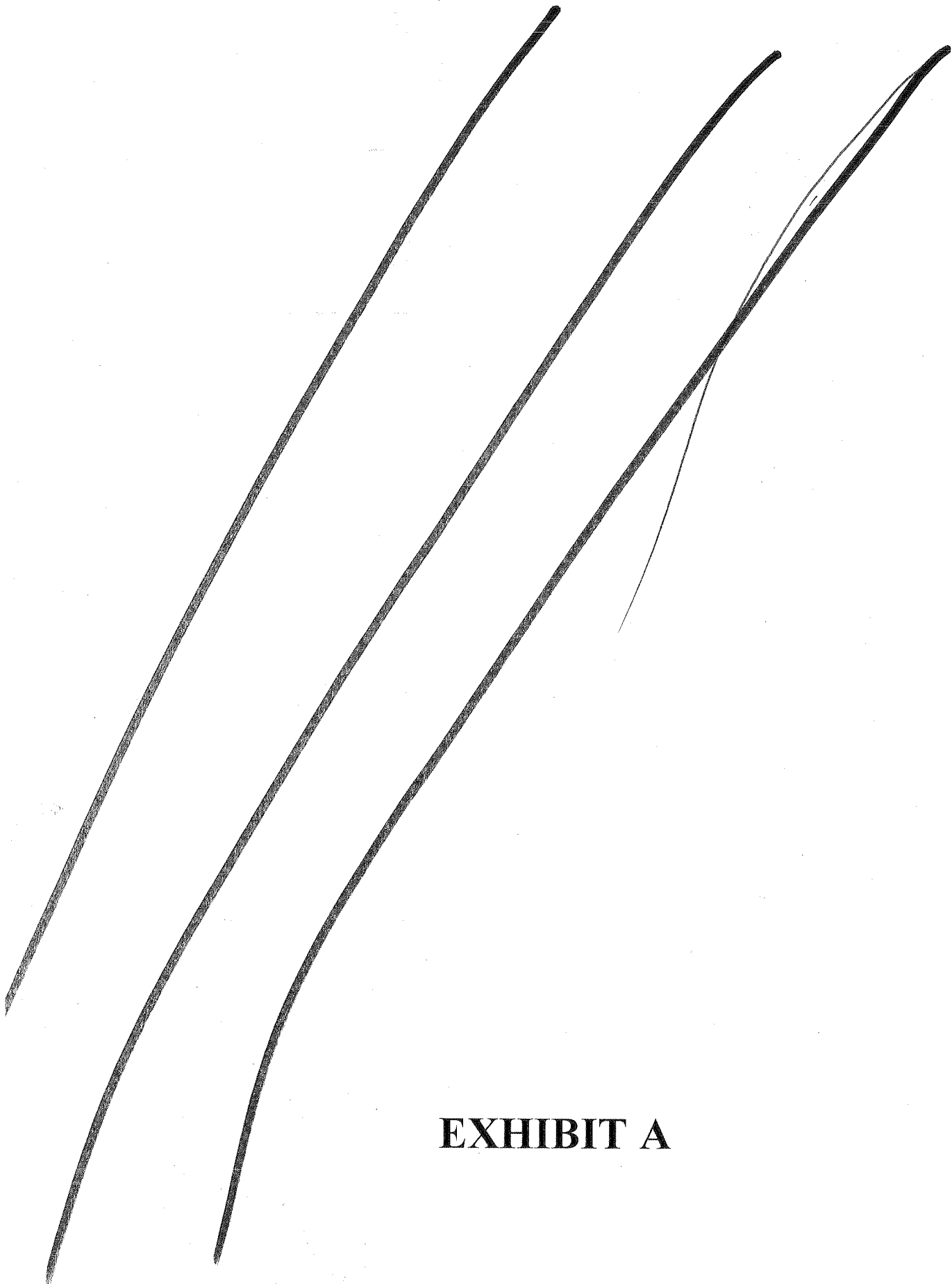


EXHIBIT A

PURCHASE AND SALE AGREEMENT

PW 11-56

This PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into as of this 10th day of May, 2011 (the "Effective Date"), by and between LEICHER BROTHERS LAND RECLAMATION CORPORATION, a Washington corporation ("Seller"), and CLARK COUNTY, a political subdivision of the State of Washington ("Purchaser") (each a "Party" or collectively referred to as the "Parties").

WHEREAS, Purchaser and Seller previously entered into an Option Agreement for a portion of the Property (defined below) (the "Option Property"), dated May 26, 1989 (the "Option Agreement"), and recorded several times, most recently under Clark County Auditor's File No. 9605230245. The Property includes the Option Property, as well as a parcel to the north of the Option Property (the "Additional Property").

WHEREAS, Purchaser desires to exercise its option to purchase the Property as such option is modified pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, Seller and Purchaser hereby agree as follows:

1. **Purchase and Sale.** On and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, all of Seller's right, title, and interest in and to that certain real property identified as Clark County Parcels I and II, and legally described on Exhibit A attached hereto or as the Title Company may attach from the Title Report in escrow, and all improvements thereon and incorporated herein by this reference (the "Property"). All references to "Property" shall include (i) all buildings, improvements, structures, and any other fixtures located on the Property; and (ii) all right, title, and interest of Seller in and to all streets, alleys, easements, and rights-of-way in, on, across, in front of, abutting, or adjoining the Property, subject to the reservations of Seller as set forth herein. Prior to Closing, the parties shall remove from the Property the personal property identified and described on Exhibit B attached hereto (the "Personal Property"), and the Personal Property shall not be included in the sale of the Property as set forth herein. Seller shall retain title to the real property identified as LBLR Parcels I and II, which is legally described on Exhibit C.

2. **Purchase Price.**

2.1 **Purchase Price.** The Purchase Price for the Property shall be One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00).

2.2 **Earnest Money.** Upon mutual execution of this Agreement, Purchaser shall deposit in escrow with Chicago Title Insurance Company, Attn: _____, Telephone: _____ (the "Title Company"), the sum of Five Thousand and No/100 Dollars (\$5,000) (the "Earnest Money"), which shall either be applied to the Purchase Price at Closing (as hereinafter defined) or refunded to Purchaser as set forth in this Agreement. The Title Company shall place the Earnest Money in a federally insured interest-bearing account,

with the interest to accrue for the benefit of the Party ultimately entitled to the principal amount as provided for in this Agreement.

2.3 Payment of the Balance of the Purchase Price. The balance of the Purchase Price, together with or less the adjustments provided for herein, including the Earnest Money, shall be paid by Purchaser to Seller at Closing in cash or immediately available funds.

3. Reports, Studies. Within ten (10) days of the Effective Date, Seller shall make available to Purchaser all records in its possession related to the Property including but not limited to the following items in Seller's possession relating to the Property (if available) (collectively, the "Seller Documents"):

- (i) Current legal description of the Property;
- (ii) All plans, drawings and specifications respecting the Property and all current environmental reports, soils reports, termite reports, engineering, maintenance, architectural, seismic and retrofit studies and tests and similar data respecting the Property;
- (iii) A list and complete copies of all leases, lease amendments, fees, bond requirements, licenses, permits, maps, certificates of occupancy, building inspection approvals and covenants, conditions and restrictions respecting the Property; and
- (iv) Copies of the property tax bills respecting the Property for the past three (3) years.

Neither Seller nor its agents shall have any responsibility for the completeness or accuracy of the foregoing. Purchaser assumes and accepts the entire responsibility for interpreting and assessing the information provided and Purchaser will rely solely on Purchaser's own judgment in making Purchaser's decision to purchase the Property.

4. Condition of Title.

4.1 Title Report. Within twenty (20) days of the Effective Date, or as soon thereafter as the Title Company is able to produce the preliminary title report and copies of documents named in schedules therein, Seller shall cause to be delivered to Purchaser a preliminary title report (the "Title Report") with respect to the Property from the Title Company, together with legible copies of all documents shown therein as exceptions to title. Within twenty (20) days following receipt of the Title Report, Purchaser shall give notice to Seller of any objection to such title or to any liens or encumbrances affecting the Property. In the event Purchaser fails to raise any such objection within such period, all conditions and exceptions to title set forth in such Title Report shall be included in the "Permitted Exceptions." In the event that Purchaser objects to an exception to title, Seller shall notify Purchaser within fifteen (15) days of receipt of Purchaser's notice whether Seller is able or willing to remove such exception. If Seller is able and willing to remove such exception, Seller shall do so at or prior to Closing. Seller shall be obligated to remove any encumbrances that are liens securing the payment of money without the need for any objection by Purchaser. If Seller is not able or is unwilling to

remove the objected-to exception, Purchaser may, by written notice to Seller within five (5) days of receipt of Seller's notice, elect to terminate this Agreement or to acquire the Property subject to such exception. All exceptions described in the Title Report and not removed or expressly agreed to be removed by Seller pursuant to this section shall be "Permitted Exceptions."

4.2 Title Insurance. At Closing, Seller shall deliver to Purchaser an ALTA Standard Coverage Owner's Policy of Title Insurance issued by the Title Company in the amount of the Purchase Price (the "Title Policy"), insuring that fee title to the Property is vested in Purchaser subject only to the standard preprinted exceptions and the Permitted Exceptions. Purchaser shall have the right, if Purchaser so elects, to request the Title Company issue such endorsements that are available under Washington law provided that Purchaser pays the costs of such endorsements. Purchaser shall also have the right to obtain an extended coverage policy and endorsements to such policy, the additional premiums and all survey costs associated with such extended coverage shall be paid by Purchaser. If Purchaser elects extended coverage, Seller shall execute and deliver to the Title Company at or prior to Closing all documents reasonably necessary to induce the Title Company to issue the extended coverage policy, all at no cost or material liability to Seller.

5. Purchaser's Contingencies.

5.1 Contingencies. Purchaser's obligation to close the transaction contemplated by this Agreement shall be subject to the satisfaction or waiver by Purchaser, in its sole discretion, of the following conditions:

(a) Modification of Regulatory Orders and Agreements. The parties shall work jointly and collaboratively to complete, and obtain any required agency approvals for, all necessary amendments to the 1996 Consent Decree, the 1988 Disposal Agreement, the Settlement Agreement with the Washington Utilities and Transportation Commission, the 1996 First Amendment to the Disposal Agreement and Settlement Agreement, and any other related documents that must be modified to facilitate Closing, including revision of such documents to release the Seller's property now leased to Waste Connections, Inc., which is legally described in **Exhibit C** ("LBLR Parcel I"), and the approximately eight (8) acres located north of the Property, Assessors Parcel Nos. 199865-000 and 199866-000, which is also legally described in **Exhibit C** ("LBLR Parcel II"), from the Consent Decree.

(b) Approval of Title. Purchaser's approval of the condition of title to the Property as set forth in Section 4.1 above; and

(c) Condition of Property. Purchaser satisfying itself, during the period of one hundred twenty (120) days from the Effective Date (the "Contingency Period"), as to the condition of the Property, which due diligence may include, without limitation, the zoning, environmental condition, covenants, condition and restrictions, structural, mechanical, soils, seismic, geologic, and any other matters Purchaser wishes. Seller shall reasonably and promptly cooperate with Purchaser to disclose and provide access to Seller's current Property records without cost to Seller or representation or warranty other than expressly written in this Agreement. Purchaser shall have no obligation to purchase the Property unless at the conclusion

of the Contingency Period, it is satisfied with the condition of the Property in Purchaser's sole discretion and with all of the information related to the Property it has learned through its analysis and inspection during the Contingency Period.

5.2 Contingency Waiver & Termination. If, during the Contingency Period, Purchaser determines that the Property is not acceptable, Purchaser shall have the right, by giving notice to Seller on or before the last day of the Contingency Period, to terminate this Agreement or in the alternative to accept the condition of the Property and waive the Contingency Period. If Purchaser fails to provide such written notice of termination on or before expiration of the Contingency Period as set forth above, the conditions shall be deemed to have been satisfied and waived by Purchaser. If Purchaser exercises the right to terminate this Agreement in accordance with this Section or the Contingency Period otherwise expires, this Agreement shall terminate as of the date such notice of termination is received by Seller, and the Earnest Money shall be returned to Purchaser less any Title Company fees or charges. Purchaser shall return to Seller all documents and materials delivered to Purchaser and both Parties shall be relieved from further liability hereunder, except for Purchaser's indemnifications or as otherwise specifically set forth herein.

6. Seller's Contingencies. Seller's obligation to close this transaction shall be subject to the following conditions:

6.1 Modification of Regulatory Orders and Agreements. The parties shall work jointly and collaboratively to complete, and obtain any required agency approvals for, all necessary amendments to the 1996 Consent Decree, the 1988 Disposal Agreement, the Settlement Agreement with the Washington Utilities and Transportation Commission, the 1996 First Amendment to the Disposal Agreement and Settlement Agreement, and any other related documents that must be modified to facilitate Closing, including revision of such documents to release the Seller's property now leased to Waste Connections, Inc., which is legally described in **Exhibit C** ("LBLR Parcel I"), and the approximately eight (8) acres located north of the Property, Assessors Parcel Nos. 199865-000 and 199866-000, which is also legally described in **Exhibit C** ("LBLR Parcel II"), from the Consent Decree.

6.2 Execution of the Management Agreement. In accordance with the Settlement Agreement with the Washington Utilities and Transportation Commission and the 1996 Consent Decree, as now in effect or hereafter amended, modified, or repealed, the parties will execute a mutually agreed upon landfill property management agreement (the "Management Agreement") no later than _____ to address the following: (1) The parties' continuing cooperation in all necessary amendments to the 1996 Consent Decree, the 1988 Disposal Agreement, the Settlement Agreement with the Washington Utilities and Transportation Commission, the 1996 First Amendment to the Disposal Agreement and Settlement Agreement, the Management Agreement, and any other related documents; (2) Seller's ongoing participation on the Oversight Committee in an advisory capacity for so long as the Financial Assurance Reserve Fund (the "FARF") is in place, including Purchaser's delivery to Seller of an annual report on the FARF; (3) Purchaser's ongoing duty to maintain the environmental insurance coverage described below in paragraph 4(b); (4) Purchaser's indemnification of Seller for environmental liability associated with the Property; (5) Purchaser's agreement that a future park and any related community facility on the Property shall be named

after the Leichner family; (6) in light of the parties' ongoing relationship as neighboring property owners, their cooperation in the ongoing shared maintenance of all common improvements, future relocation of the perimeter fence, and other relevant items; and (7) change in future use of FARF funds other than as provided for in existing agreements between the parties and regulatory orders and decrees currently in effect.

6.3 Purchase of Environmental Insurance Coverage. The parties will have purchased environmental insurance coverage for the Property, with terms acceptable to both parties.

6.4 Reservation of Access to LBLR Parcel II. In the deed described in Section 13 below, Seller shall reserve legal access to LBLR Parcel II on both a temporary basis to provide access to LBLR Parcel II via existing internal roads and on a long term basis to access NE 99th Street upon its construction. As a condition of Purchaser's obligation to close, the Parties will mutually agree on the exact location of these roads.

6.5 Release of \$400,000. Purchaser will confirm the release of the \$400,000.00 previously made available by Seller to supplement the FARF.

7. Right of Entry. Purchaser, its agents, employees, and independent contractors, are hereby granted the right to enter upon the Property for the purpose of making or conducting any inspection, investigation, test, or survey reasonably related to the purchase of the Property or the satisfaction of Purchaser's contingencies hereunder, at Purchaser's sole cost, risk, and expense, subject to the following:

- (a) Any invasive testing, including, without limitation, any environmental testing, shall require Seller's prior written consent;
- (b) Any damage to the Property shall be promptly repaired and the Property restored to the same state as existed prior to such entry;
- (c) Purchaser shall keep the Property free from liens in connection with any such entry; and
- (d) Purchaser shall indemnify, defend, and hold Seller harmless from and against any and all damages, claims, demands, actions, and liabilities that may arise or result from Purchaser's activities on the Property in connection with any such entry.

8. Survey. During the Contingency Period, Purchaser shall, at its sole cost and expense, have the Property surveyed and the boundary corners staked by a Washington licensed surveyor, provided a certified copy of the survey is also provided to Seller. Alternatively, Seller may update the existing survey dated October 2002 and recorded in Book 50, page 97, records of Clark County.

9. Seller's Representations and Warranties.

9.1 Seller represents and warrants to Purchaser as set forth below. Seller's representations and warranties shall survive Closing and Seller shall indemnify Purchaser for all

costs, including reasonable attorney fees, resulting from any breach of Seller's representations and warranties, provided, however, any action for breach of a representation or warranty must be commenced within two years after the date of Closing.

(a) Seller is the owner of and has full right, power and authority to sell, convey and transfer the Property to Purchaser as provided in the Option Agreement and herein and to carry out Seller's obligations hereunder.

(b) Until the Closing, Seller shall maintain the Property in its present condition, ordinary wear and tear excepted.

9.2 Condition of Property. Except for in the preceding Section 9.1, Purchaser acknowledges that Purchaser is purchasing the Property in an "AS IS, WHERE IS" CONDITION WITH ALL FAULTS, AND THAT NEITHER SELLER NOR ANY AGENTS OF SELLER HAVE MADE ANY REPRESENTATIONS OR WARRANTIES TO PURCHASER, EXPRESS OR IMPLIED, OF ANY NATURE REGARDING BUT NOT LIMITED TO: THE QUALITY OR CONDITION OF THE PROPERTY; THE ABILITY TO DEVELOP OR USE THE PROPERTY; THE QUALITY OF GROUNDWATER OR PROPERTY SOIL; THE MERCHANTABILITY OF THE PROPERTY OR THE FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE; THE QUALITY, NATURE, ADEQUACY, AVAILABILITY, OR PHYSICAL CONDITION OF UTILITY SYSTEMS AND FACILITIES; THE ZONING AND LAND USE RESTRICTIONS APPLICABLE TO THE PROPERTY; THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY APPLICABLE CODES, LAWS, REGULATIONS, COVENANTS, CONDITIONS, OR RESTRICTIONS; LOCATION(S) OF BOUNDARY OR FENCE LINES ON THE PROPERTY OR THE EXISTENCE OF ANY ENCROACHMENTS, OR THE PRESENCE OF HAZARDOUS MATERIALS IN, ON, UNDER, OR ABOUT THE PROPERTY OR ADJOINING OR NEIGHBORING PROPERTY. Additionally, Purchaser acknowledges that Purchaser and its agents have been or will be given a reasonable opportunity to inspect and investigate the Property, either independently or through agents of Purchaser's choosing, and that in purchasing the Property, Purchaser is not relying on Seller or its agents as to the condition of the Property. Purchaser is purchasing the Property pursuant to its independent examination, study, and inspection of the Property and Purchaser is relying upon its own determination of the value and condition of the Property, the uses to which the Property may be put under applicable laws, including zoning laws, and the compliance of the Property with applicable laws, including environmental laws.

10. Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller that Purchaser has the legal power, right, and authority to enter into this Agreement and to consummate the transactions contemplated herein and pay the unencumbered Purchase Price. The individual(s) executing this instrument on behalf of Purchaser has (have) the legal power, right, and actual authority to bind Purchaser to the terms and conditions of this agreement.

11. Personal Property. Prior to Closing, the parties shall remove and/or dispose of the Personal Property listed in Exhibit B in the manner described in Exhibit B, with the following deposits and adjustments in the Purchase Price to be made prior to or at Closing:

11.1 For any Personal Property sold at auction, the sale proceeds shall be deposited in the FARF;

11.2 For any Personal Property sold by Seller for scrap, the sale proceeds shall be deposited in the FARF;

11.3 For any Personal Property retained by Seller, the Purchase Price shall be reduced by the agreed value of such Personal Property.

12. Condemnation. If, prior to the Closing date, condemnation proceedings are commenced against the Property or any part thereof, then, at Purchaser's option, (i) this Agreement shall terminate and the Earnest Money shall be returned to Purchaser, and neither Party shall thereafter have any further rights or obligations hereunder, or (ii) Closing shall proceed as provided pursuant to this Agreement and Purchaser shall receive any condemnation proceeds attributable to condemnation.

13. Closing; Escrow; Prorates. Closing on the purchase and sale ("Closing") shall occur within forty-five (45) days following the last to occur of the satisfaction or waiver of the conditions to purchase as set forth in Sections 5 and 6 above, or on such other date as mutually agreed to by the Parties. The purchase of the Property shall be closed in escrow by the Title Company. Prior to Closing, each Party shall deposit with the Title Company the funds, documents, and instructions necessary for Closing. Escrow fees shall be shared equally by Seller and Purchaser. The Purchaser shall pay any recording fees. Seller shall pay any transfer or excise taxes that are assessed in connection with the conveyance of the Property to Purchaser, together with deferred property taxes, if any are due under the current use tax classification program. Seller shall also pay the cost of the standard Title Policy and Purchaser shall pay the cost of any additional lender or endorsement premiums. Current real property taxes, rents, and utilities on the Property will be prorated between the Parties as of the date of Closing. With the exception of any taxes and expenses related to the Additional Property, real property taxes for the current tax year, rents, water and other utilities, and other usual items shall be paid from the FARF as usual until Closing occurs.

14. Warranty Deed; Permitted Exceptions; Possession. At Closing, the Property shall be conveyed to Purchaser by statutory warranty deed, free of any liens or encumbrances except the following, all of which Purchaser shall take title to the Property subject to (the "Permitted Exceptions"): (i) the lien for current taxes and assessments not yet due and payable; (ii) zoning laws and other regulations and ordinances of governmental authorities having jurisdiction over the Property; (iii) all other exceptions related to public agency or utility access or operation in the general area of the Property; (iv) any fence line encroachments affecting the Property; and (v) Seller's reservation of legal access to LBLR Parcel II. Purchaser shall be entitled to possession of the Property on the Closing date, free of any leases, tenancies, or possessory interests of any kind.

15. Waiver of Condition and Exercise of Option Agreement. At Closing, Seller shall waive the condition commencing the one (1)-year period for Purchaser's exercise of the option as set forth in the Option Agreement, and the Option Agreement shall be deemed to be amended consistent with the terms of this Agreement and exercised by Purchaser.

16. Default.

16.1 By Seller. IN THE EVENT THIS TRANSACTION DOES NOT CLOSE BY REASON OF ANY DEFAULT OF SELLER, PURCHASER SHALL BE ENTITLED TO (I) THE RETURN OF THE EARNEST MONEY AND ANY OTHER PAYMENTS MADE TO SELLER HEREUNDER, TOGETHER WITH ANY INTEREST ACCRUED THEREON, AND (II) TO PURSUE THE REMEDY OF SPECIFIC PERFORMANCE PROVIDED NO SUCH SPECIFIC PERFORMANCE SHALL REQUIRE SELLER TO IMPROVE OR CHANGE THE CONDITION OR OBTAIN APPROVAL FOR USE OF PROPERTY, PROVIDED, HOWEVER, IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER FOR DAMAGES IN EXCESS OF \$5,000.00, ALL OTHER CLAIMS TO DAMAGES OR OTHER REMEDIES BEING HEREIN EXPRESSLY WAIVED BY PURCHASER.

16.2 By Purchaser. IN THE EVENT THIS TRANSACTION DOES NOT CLOSE BY REASON OF ANY DEFAULT OF PURCHASER, PURCHASER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER. THEREFORE, PURCHASER AND SELLER DO HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER FROM PURCHASER'S DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS, AND SHALL BE AS SELLER'S SOLE AND EXCLUSIVE REMEDY (WHETHER AT LAW OR IN EQUITY), AN AMOUNT EQUAL TO THE EARNEST MONEY (SUBJECT TO PURCHASER'S INDEMNITIES OR DAMAGES TO THE PROPERTY). SAID AMOUNT SHALL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY PURCHASER, ALL OTHER CLAIMS TO DAMAGES OR OTHER REMEDIES BEING HEREIN EXPRESSLY WAIVED BY SELLER, AND IS NOT INTENDED AS A FORFEITURE OR PENALTY. UPON DEFAULT BY PURCHASER, THIS AGREEMENT SHALL BE TERMINATED AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EACH TO THE OTHER, EXCEPT FOR THE RIGHT OF SELLER TO COLLECT SUCH LIQUIDATED DAMAGES FROM PURCHASER AND THE TITLE COMPANY.

17. Cooperation and Necessary Acts. Each party agrees to execute all other instruments and documents and perform all acts reasonably necessary to give effect to the language and spirit of this Agreement. In connection therewith, if either Purchaser or Seller or both of them intend the transaction contemplated herein to a part of a tax deferred exchange under Internal Revenue Code Section 1031 and the regulations of the Internal Revenue Service promulgated thereunder, both parties covenant to cooperate with each other to effect such an exchange or exchanges so long as neither party is required to assume additional costs and/or liabilities in providing such cooperation.

18. General and Miscellaneous Provisions.

18.1 Assignment. Given the unique nature of the property, neither party may assign.

18.7 No Merger. The obligations set forth in this Agreement shall not merge with the transfer or conveyance of title to any part of the Property but shall remain in effect until fulfilled, up to twelve months after Closing.

18.8 Amendments. This Agreement may be amended, modified, or extended without new consideration, but only by written instrument executed by both Parties.

18.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

18.10 Severability. If any portion of this Agreement shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

18.11 Counting of Days. Whenever a time period is set forth in days in this Agreement, the first day from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday in the United States, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday.

18.12 Number, Gender, and Captions. In construing this Agreement, it is understood that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine, and the neuter, and that generally all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and section headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.

18.13 Interpretation. This Agreement has been negotiated at arms-length by Seller and Purchaser, both of which have been represented by competent counsel, and shall be interpreted in accordance with its plain meaning and not for or against either Party because of the drafting hereof.

18.14 Post-Closing Cooperation. Following Closing, the Parties shall continue to cooperate and shall take all steps reasonably necessary to accomplish the purposes of this transaction.

18.15 Binding Effect. The covenants, conditions, and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the Parties hereto.

18.16 Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different Parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute but one and the same Agreement.

18.17 Brokers. The parties represent and warrant to one another that there are no real estate brokers or salespersons that are or will be involved in this transaction. Each party

shall indemnify, defend, and hold the other party harmless from and against any other commission or fees claimed or owed arising out of the act or omission of the indemnifying party.

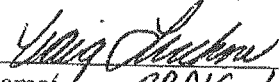
18.18 Tax-Deferred Exchange under IRC Section 1033. The Purchaser expressly represents that the Clark County Board of County Commissioners has the authority to condemn and take the Property, that it will condemn or otherwise take the Property as a right-of-way and public park if Seller did not sell the Property, and that the Clark County Board of County Commissioners has authorized the signer of the Agreement to make this offer on behalf of Purchaser. NOTE: Bronson, we need language like this or something similar to allow the Purchaser to utilize IRC Section 1033. Moreover, Seller, at its option, may elect to effect a Section 1033 tax-deferred exchange of other property for the Property that is the subject of this Agreement. Each party agrees to cooperate with the other party in effecting such exchange at no additional out-of-pocket costs (except their own attorneys' fees) to the cooperating party, or additional time delay to closing this transaction.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.


SELLER

LEICHTNER BROTHERS LAND RECLAMATION CORPORATION, a Washington corporation

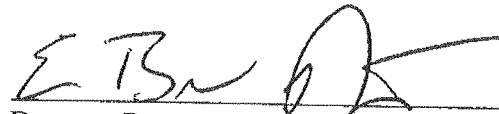
By: 
Print Name: CRAIG LOCHMUEL
Its: PRESIDENT

PURCHASER

CLARK COUNTY, a political subdivision of the State of Washington

By: 
Print Name: TOM MIELKE
Its: CHAIR, BOCC

Approved as to form:


Bronson Potter, Senior Civil Deputy
Prosecuting Attorney

Acknowledged by:

CITY OF VANCOUVER

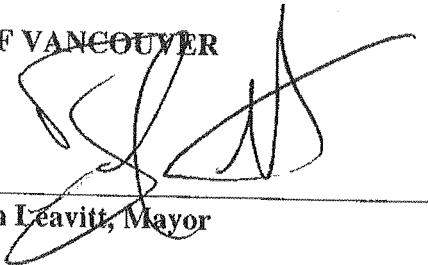
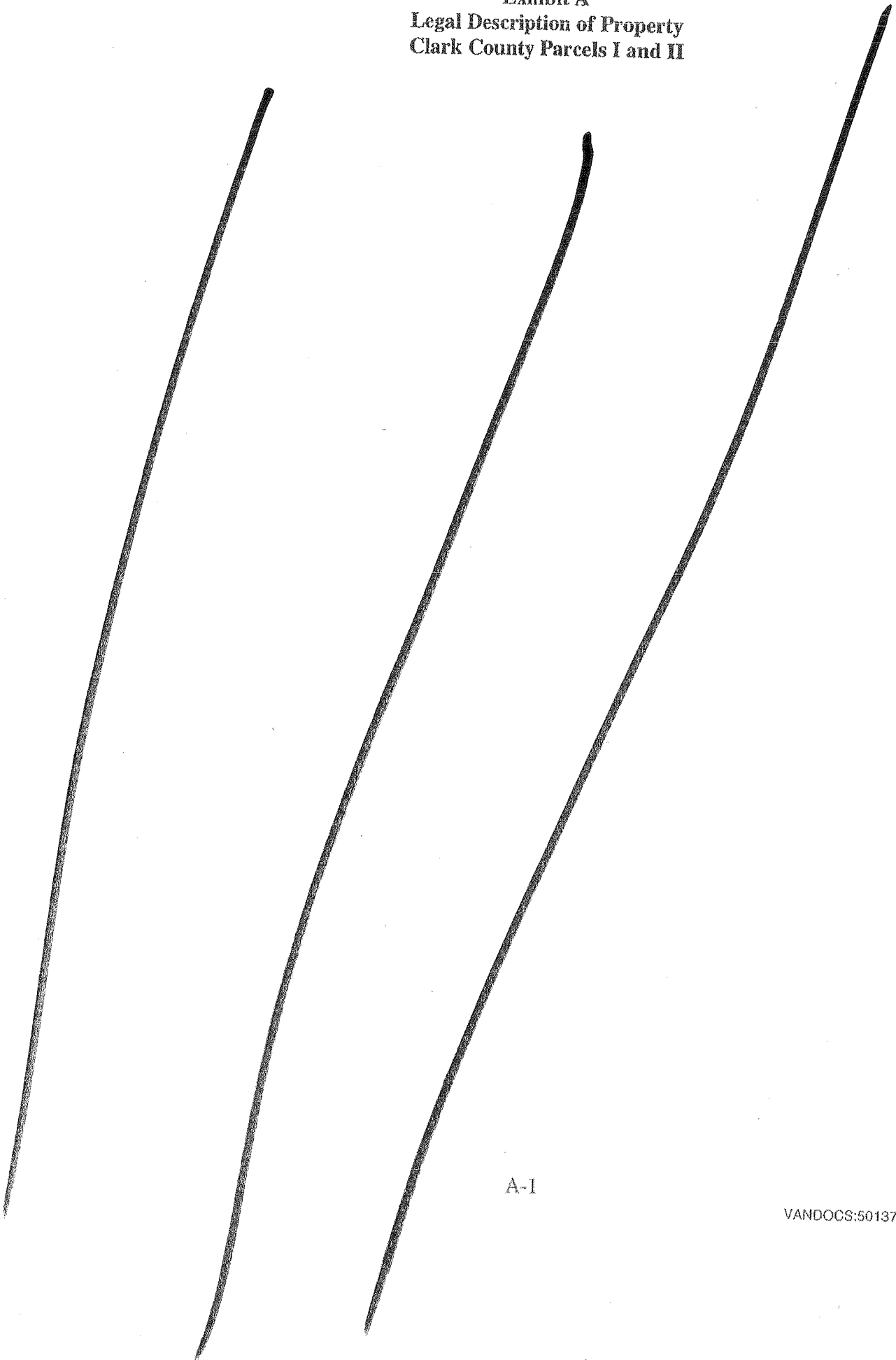
By: 
Tim Leavitt, Mayor

Exhibit A
Legal Description of Property
Clark County Parcels I and II



A-1



LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

LEGAL DESCRIPTION FOR LEICHNER BROTHERS LAND RECLAMATION
Clark County Parcel I

August 25, 2009

A parcel of property in the James McAllister and the William Goldbeck Donation Land Claims and in a portion of the plat of Newton as recorded in Book A of Plats at Page 60, Clark County records, in the North half of Section 4, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington described as follows:

COMMENCING at the Southwest corner of said McAllister Donation Land Claim;

THENCE North 02° 09' 58" East along the West line of said McAllister Donation Land Claim 753.11 feet to the North line of that tract conveyed to Felix F. Fleischer by deed recorded under Auditor's File No. 8403160018, Clark County Deed Records;

THENCE South 88° 29' 04" East along said North line 850.15 feet to the West line of that parcel described in Exhibit A of Boundary Line Agreement recorded under Auditor's File No. 9302170319, Clark County Deed Records and the TRUE POINT OF BEGINNING;

THENCE along said West line the following courses:

THENCE North 04° 03' 55" East 157.74 feet;

THENCE North 05° 00' 52" West 62.39 feet;

THENCE North 09° 23' 06" East 45.95 feet;

THENCE North 21° 38' 11" East 73.95 feet;

THENCE North 03° 53' 37" West 95.70 feet;

THENCE South 88° 55' 24" East 95.97 feet;

THENCE North 04° 57' 43" East 277.44 feet;

THENCE North 89° 23' 23" West 301.36 feet;

THENCE North 76° 57' 08" West 205.44 feet;

THENCE North 88° 29' 24" West 111.86 feet;

THENCE North 07° 18' 23" East 580.41 feet to the South line of the Kuhnhausen parcel as described in Exhibit D of Boundary Line Agreement recorded under Auditor's File No. 9108090261, Clark County Deed Records;

THENCE South 87° 51' 35" East along said South line 732.16 feet to the East line of said Kuhnhausen parcel;

THENCE North 02° 21' 36" East along said East line 186.54 feet to the North line of that parcel conveyed to 9811 NE 94th Avenue, LLC by document recorded under Auditor's File No. 4521093, Clark County Deed Records;

THENCE South 88° 28' 27" East, parallel with the North line of the South half of said McAllister Donation Land Claim 1174.65 feet to the East line of said McAllister Donation Land Claim;

THENCE South 02° 07' 55" West along said East line 1759.91 feet to the Northwest corner of the Napoleon McGilvery Donation Land Claim;

THENCE South 01° 59' 43" West continuing along said East line 492.81 feet to the Southeast corner of said McAllister Donation Land Claim;

THENCE North 88° 29' 04" West along the South line of said McAllister Donation Land Claim 227.44 feet to the Northeast corner of the Northwest quarter of Lot 1, of said plat of Newton;

THENCE South 01° 43' 50" West along the East line of said Northwest quarter 473.72 feet to that line established by Boundary Line Agreement recorded under Auditor's File No. 9108090260, Clark County Deed Records;

THENCE North 88° 16' 04" West along said line 981.21 feet;

THENCE South $01^{\circ} 43' 50''$ West continuing along said Boundary Agreement Line 0.41 feet to the South line of the North half of Lot 3 of said plat of Newton;

THENCE North $88^{\circ} 16' 06''$ West along said South line and the South lines of the North half of Lot 4 and the North half of Lot 5 of said plat of Newton 1119.46 feet to the centerline of NE 94th Avenue;

THENCE North $02^{\circ} 10' 22''$ East along said centerline 466.22 feet to the Southwest corner of said McAllister Donation Land Claim;

THENCE North $02^{\circ} 09' 58''$ East along the West line of said McAllister Donation Land Claim 236.55 feet to the Southwest corner of that tract conveyed to Arvid E. Koski by document recorded under Auditor's File No. G 618438, Clark County Deed Records;

THENCE South $88^{\circ} 29' 04''$ East along the South line of said Koski tract 90.00 feet to the Southeast corner thereof;

THENCE North $02^{\circ} 09' 58''$ East along the East line of said Koski tract 80.00 feet to the Northeast corner thereof;

THENCE North $88^{\circ} 29' 04''$ West along the North line of said Koski tract 90.00 feet to the West line of said McAllister Donation Land Claim;

THENCE North $02^{\circ} 09' 58''$ East along said West line 60.00 feet to the South line of said Fleischer tract as adjusted by Boundary Line Agreement recorded under Auditor's File No. 9302170319, Clark County Deed Records;

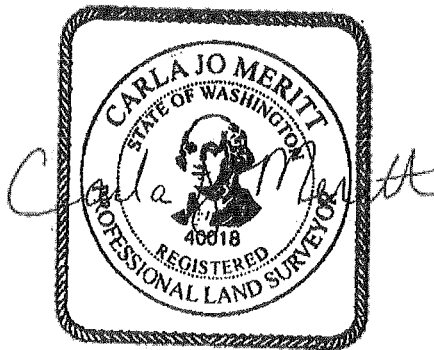
THENCE South $88^{\circ} 29' 04''$ East along said South line 1157.05 feet to the West line of said parcel described in Exhibit A of Boundary Line Agreement recorded under Auditor's File No. 9302170319, Clark County Deed Records;

THENCE North $01^{\circ} 43' 14''$ East along said West line 376.53 feet to the North line of said Fleisher tract;

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

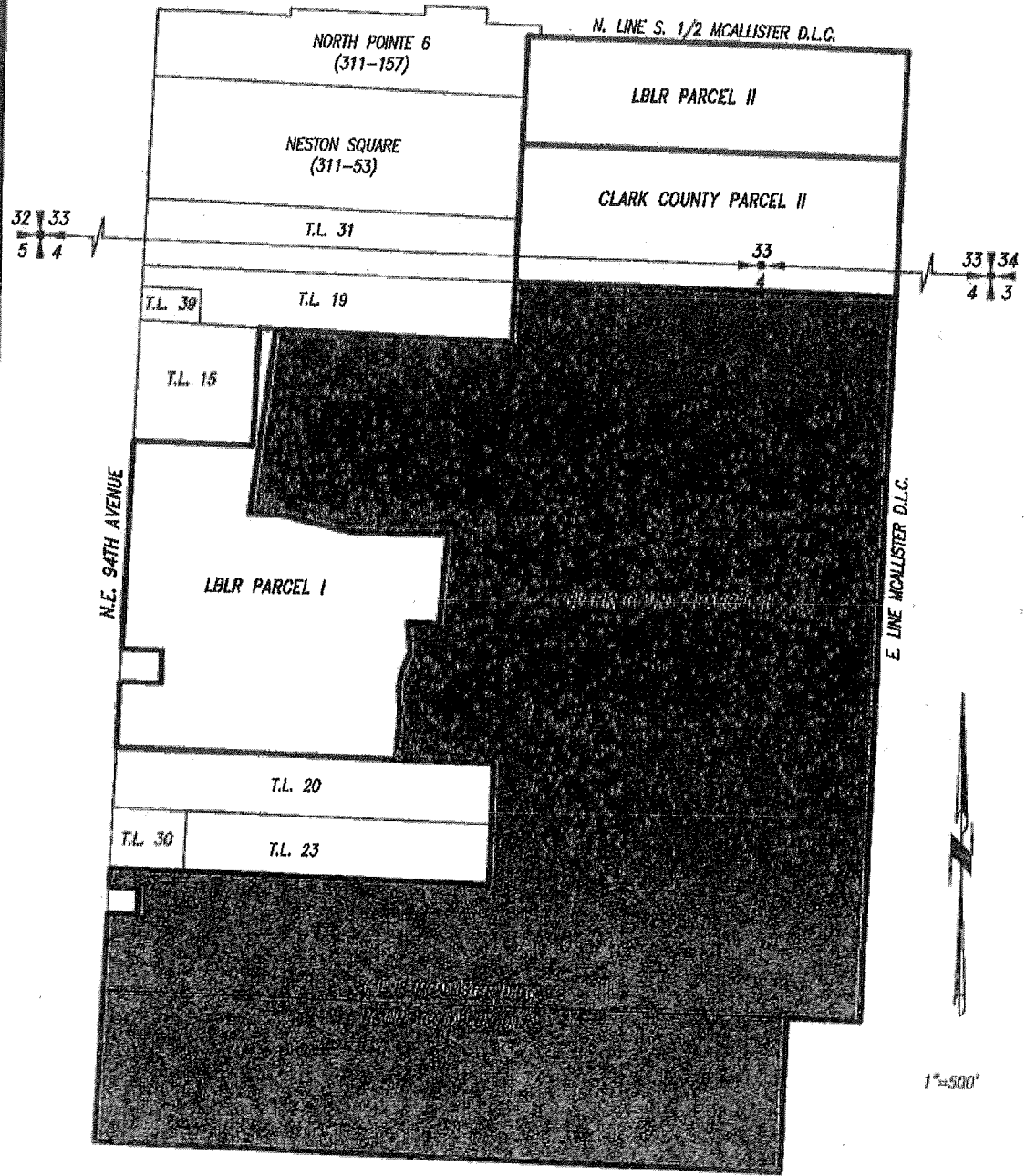
THENCE North 88° 29' 04" West along said North line 303.98 feet to the TRUE POINT OF BEGINNING.

EXCEPT any portion thereof lying within the public right-of-way.



8-28-09

CLARK COUNTY PARCEL I



OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC. 1111 BROADWAY, VANCOUVER, WA 98660
1-360-695-1385
1-503-289-9939

LEGAL DESCRIPTION FOR LEICHTNER BROTHERS LAND RECLAMATION
Clark County Parcel II

August 25, 2009

A parcel of property in the James McAllister Donation Land Claim and in the North half of Section 4, Township 2 North, Range 2 East and in the South half of Section 33, Township 3 North, Range 2 East of the Willamette Meridian, Clark County, Washington described as follows:

BEGINNING at the intersection of the East line of the James McAllister Donation Land Claim and the South line of the Southeast quarter of said Section 33;

THENCE North 02° 04' 21" East along the East line of said James McAllister Donation Land Claim 343.40 feet to a point 330.00 feet South of, when measured at right angles to the North line of the South half of said McAllister Donation Land Claim;

THENCE North 88° 28' 27" West, parallel with said North line, 1172.67 feet to the East line of that parcel conveyed to BME Development, Inc. by document recorded under Auditor's File No. 3492983, Clark County Deed Records;

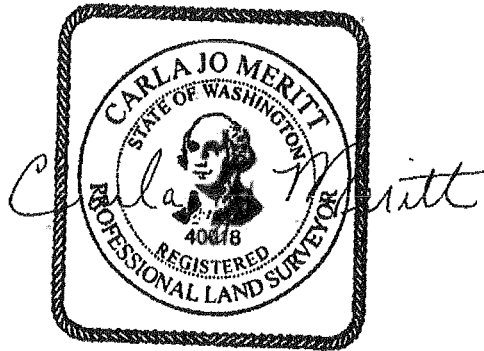
THENCE South 02° 20' 48" West along said East line a distance of 229.14 feet to the Northeast corner of the Kuhnhausen parcel as described in Exhibit D of Boundary Line Agreement recorded under Auditor's File No. 9108090261, Clark County Deed Records;

THENCE South 02° 21' 36" West along the East line of said Kuhnhausen parcel a distance of 194.25 feet to the Northeast corner of that parcel conveyed to 9811 NE 94th Avenue, LLC by document recorded under Auditor's File No. 4521093, Clark County Deed records;

THENCE South 88° 28' 27" East, parallel with the North line of the South half of the McAllister Donation Land Claim a distance of 1174.65 feet to the East line of said McAllister Donation Land Claim;

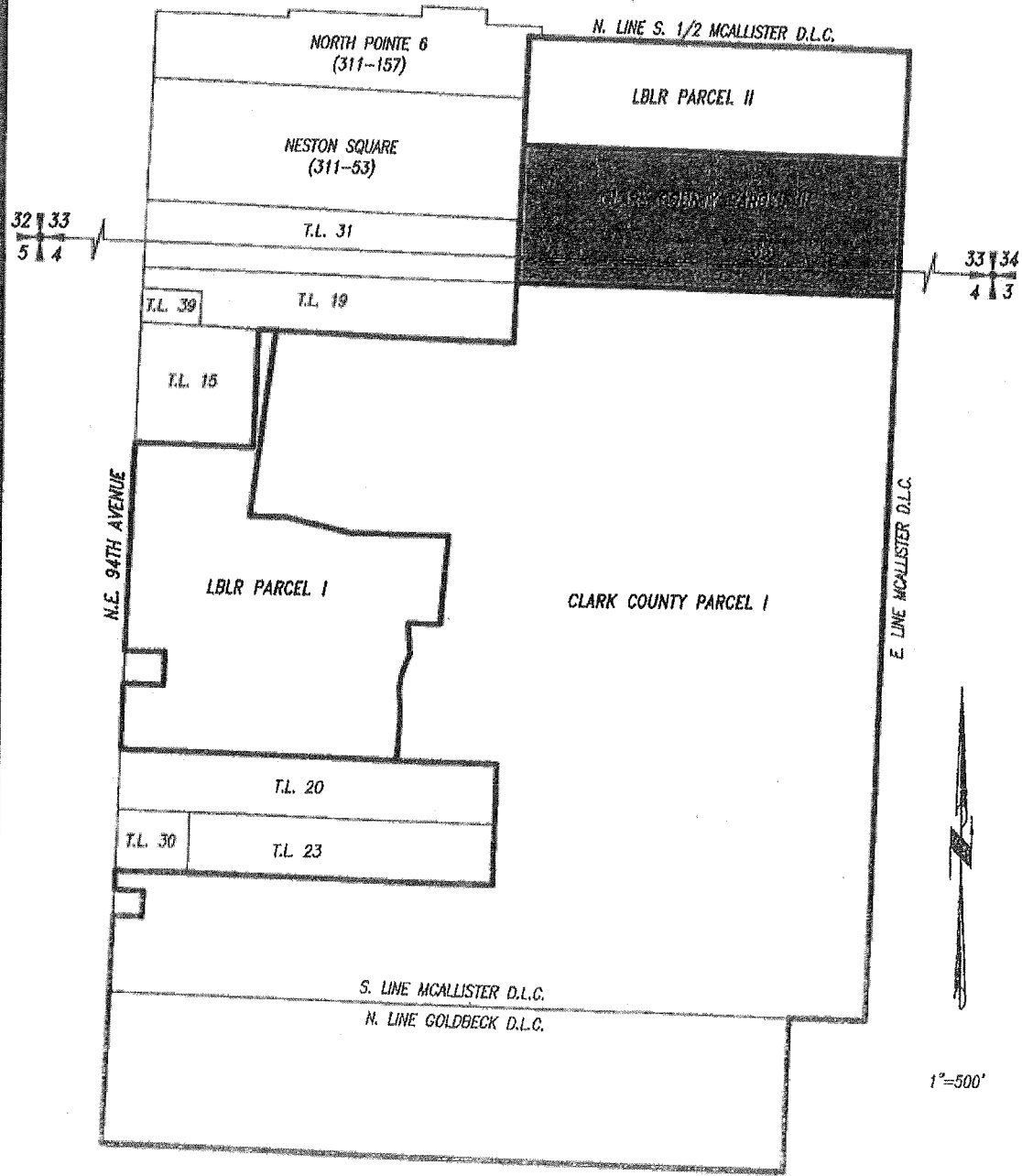
(360) 695-1385
1111 Broadway
Vancouver, WA
98660

THENCE North 02° 07' 55" East along said East line 79.97 feet to the POINT OF BEGINNING.



8-28-09

CLARK COUNTY PARCEL II



OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC. 1111 BROADWAY, VANCOUVER, WA 98660
1-360-695-1385
1-503-289-8936

**Exhibit B
Personal Property**

To be Removed and/or Disposed of Prior to Closing

TO BE SOLD AS SCRAP with proceeds deposited in FARE:

- (a) Loader
- (b) Water Truck
- (c) Blower (Qty: 4)
- (d) Items associated with blowers (Qty: Unknown)
- (e) Pump (Qty: multiple)
- (f) Items associated with pumps (Qty: Unknown)
- (g) Pipe and fittings for landfill use

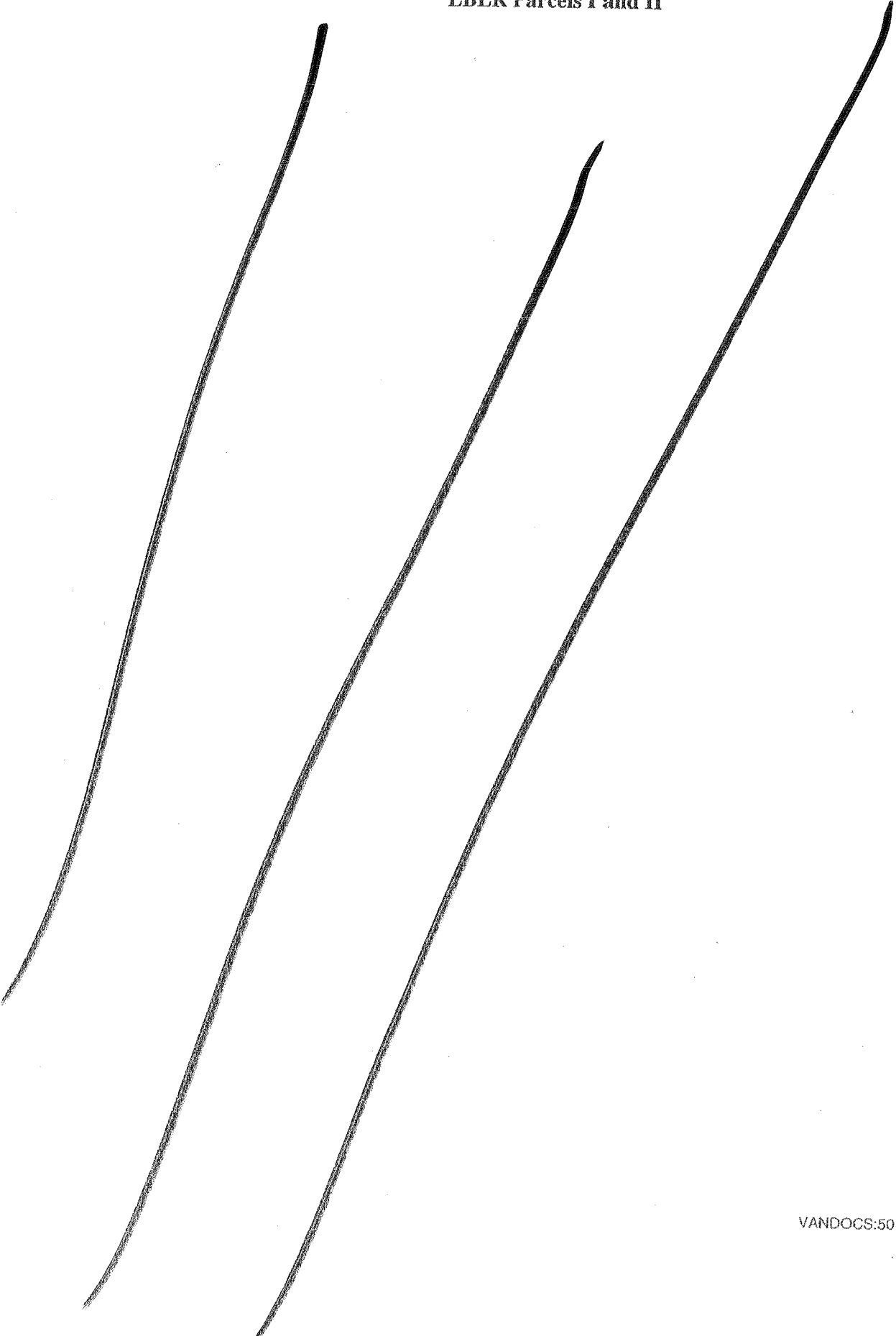
TO BE SOLD AT AUCTION with proceeds deposited in FARE:

- (h) Bulldozer
- (i) Pickup truck, WA License plate number _____

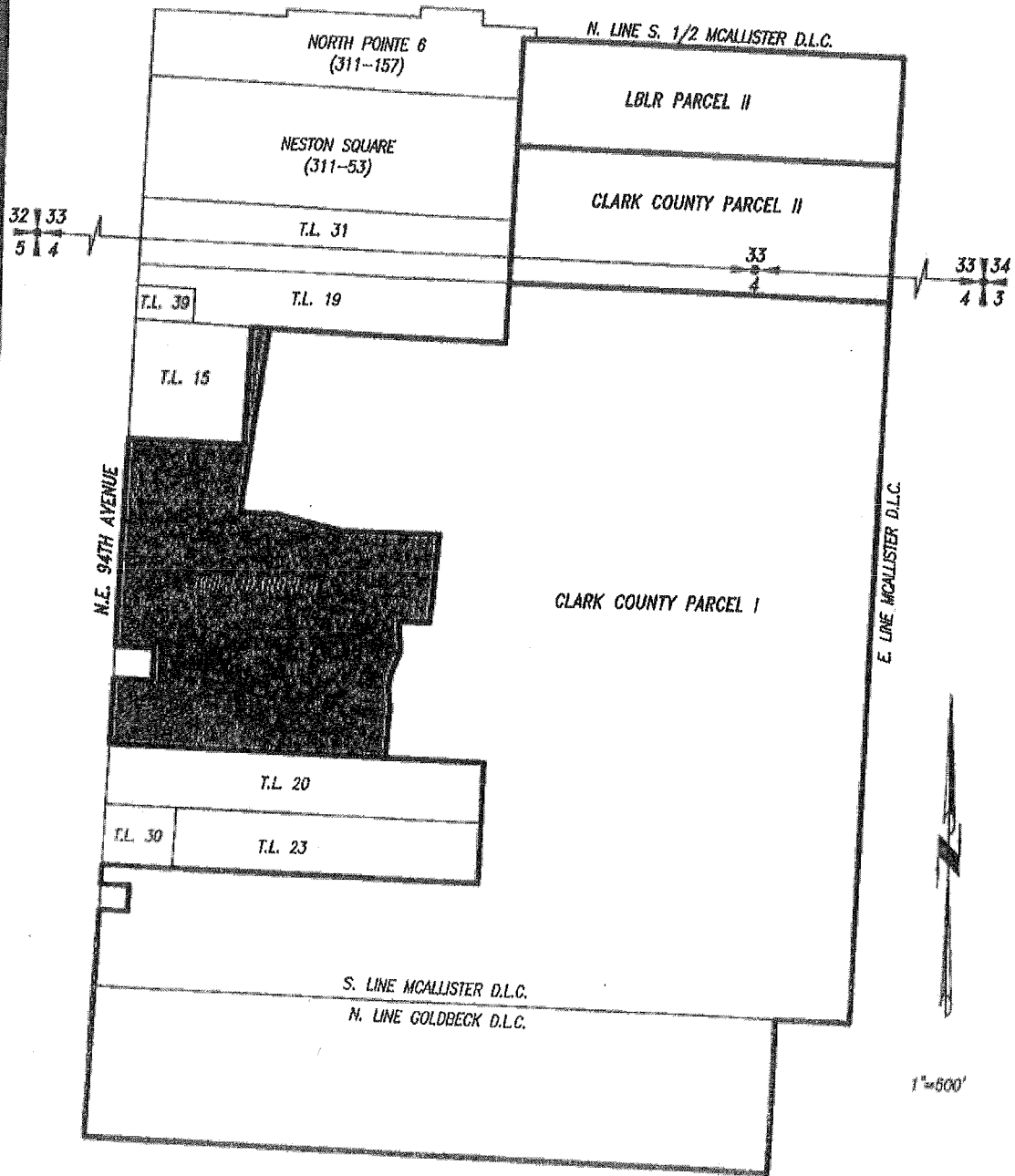
TO BE RETAINED BY SELLER with an adjustment to the Purchase Price:

- (j) Mower and Tractor (John Deere)

Exhibit C
LBLR Parcels I and II



LBLR PARCEL I



OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC. 1111 BROADWAY, VANCOUVER, WA 98380

1-360-695-1385
1-503-269-9936

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

THENCE South 02° 09' 58" West along said centerline 205.37 feet to the TRUE POINT OF BEGINNING.

EXCEPT any portion thereof lying within the public right-of-way.



8-28-09

THENCE North 89° 23' 23" West 301.36 feet;

THENCE North 76° 57' 08" West 205.44 feet;

THENCE North 88° 29' 24" West 111.86 feet;

THENCE North 07° 18' 23" East 580.41 feet to the South line of the Kuhnhausen parcel as described in Exhibit D of Boundary Line Agreement recorded under Auditor's File No. 9108090261, Clark County Deed records;

THENCE North 87° 51' 35" West along said South line 24.44 feet to an angle point therein;

THENCE North 87° 10' 13" West continuing along said South line 28.56 feet to the Northwest corner of that parcel conveyed to Paul R. and Ellen Y. Hardman by document recorded under Auditor's File No. 9606280588, Clark County Deed Records;

THENCE South 02° 09' 58" West along the East line of said Hardman parcel 365.75 feet to the Southeast corner thereof;

THENCE North 88° 29' 04" West along the South line of said Hardman parcel 361.50 feet to the centerline of NE 94th Avenue;

THENCE South 02° 09' 58" West along said centerline a 649.10 feet to the North line of that parcel conveyed to Richard D. and Georgette M. Schaible by document recorded under Auditor's File No. 9602230164, Clark County Deed Records;

THENCE South 88° 29' 04" East along the North line of said Schaible parcel 122.00 feet to the Northeast corner thereof;

THENCE South 02° 09' 58" West along the East line of said Schaible parcel 102.00 feet to the Southeast corner thereof;

THENCE North 88° 29' 04" West along the South line of said Schaible parcel 122.00 feet to the centerline of said NE 94th Avenue;



LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

LEGAL DESCRIPTION FOR LEICHTNER BROTHERS LAND RECLAMATION
LBLR Parcel I

August 25, 2009

A parcel of property in the James McAllister Donation Land Claim and in the Northwest quarter of Section 4, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington described as follows:

COMMENCING at the Southwest corner of said McAllister Donation Land Claim;

THENCE North 02° 09' 58" East along the West line of said McAllister Donation Land Claim 753.11 feet to the North line of that tract conveyed to Felix F. Fleischer by document recorded under Auditor's File No. 8403160018, Clark County Deed Records and the TRUE POINT OF BEGINNING;

THENCE South 88° 29' 04" East along said North line 850.15 feet to the West line of that parcel described in Exhibit A of Boundary Line Agreement recorded under Auditor's File No. 9302170319, Clark County Deed Records;

THENCE along said West line the following courses:

THENCE North 04° 03' 55" East 157.74 feet;

THENCE North 05° 00' 52" West 62.39 feet;

THENCE North 09° 23' 06" East 45.95 feet;

THENCE North 21° 38' 11" East 73.95 feet;

THENCE North 03° 53' 37" West 95.70 feet;

THENCE South 88° 55' 24" East 95.97 feet;

THENCE North 04° 57' 43" East 277.44 feet;

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

LEGAL DESCRIPTION FOR LEICHTNER BROTHERS LAND RECLAMATION
LBLR Parcel II

August 25, 2009

A parcel of property situated in the James McAllister Donation Land Claim in South half of Section 33, Township 3 North, Range 2 East of the Willamette Meridian, Clark County, Washington described as follows:

COMMENCING at the intersection of the East line of the James McAllister Donation Land Claim and the South line of the Southeast quarter of said Section 33;

THENCE North 02° 04' 21" East along the East line of said James McAllister Donation Land Claim 343.40 feet to a point 330.00 feet South of, when measured at right angles to the North line of the South half of said McAllister Donation Land Claim and the TRUE POINT OF BEGINNING;

THENCE North 88° 28' 27" West, parallel with said North line, 1172.67 feet to the East line of that parcel conveyed to BME Development, Inc. by document recorded under Auditor's File No. 3492983, Clark County Deed records;

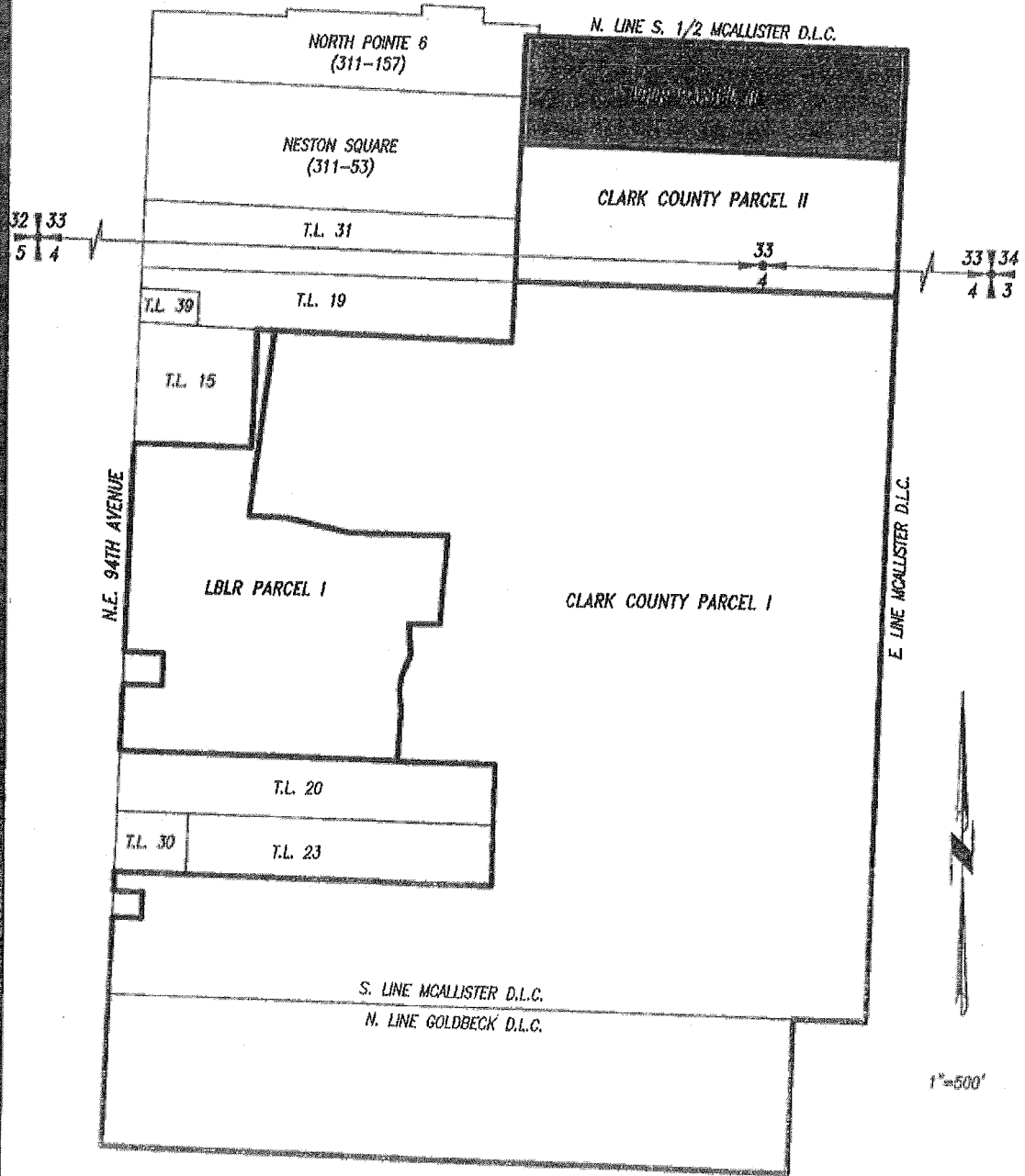
THENCE North 02° 20' 48" East along said East line and the Northerly extension thereof 330.03 feet to the North line of the South half of said McAllister Donation Land Claim;

THENCE South 88° 28' 27" East along said North line 1171.09 feet to the East line of said McAllister Donation Land Claim;

THENCE South 02° 04' 21" West along said East line a distance of 330.01 feet to the TRUE POINT OF BEGINNING.



LBLR PARCEL II



OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC. 1111 BROADWAY, VANCOUVER, WA 98660
1-360-695-1385
1-603-269-0336

AMENDMENT TO PURCHASE AND SALE AGREEMENT

PW12-79

This FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT ("First Amendment") is made and entered into as of this 27th day of NOV. 2012, by and between **LEICHER BROTHERS LAND RECLAMATION CORPORATION**, a Washington corporation ("Seller"), and **CLARK COUNTY**, a political subdivision of the State of Washington ("Purchaser") (each a Party or collectively referred to as the "Parties").

RECITALS

- A. **WHEREAS**, Purchaser and Seller entered into a Purchase and Sale Agreement effective May 10, 2011 for real property located in Clark County (the "Property") and more accurately described therein (the "Purchase Agreement"). The Purchase Agreement is attached as **EXHIBIT A** and incorporated herein by this reference; and
- B. **WHEREAS**, the Court filed a Consent Decree No. 96-2-03081-7 on July 17, 1996, which represented a negotiated settlement between the Washington State Department of Ecology ("Ecology") and Seller; and
- C. **WHEREAS**, the Parties, along with the City of Vancouver, and the Washington Utilities and Transportation Commission "WUTC," also entered into a Disposal and Settlement Agreement, as amended ("Settlement Agreement"), for a number of items including the maintenance of the facility on the Property; and
- D. **WHEREAS**, the Consent Decree was amended on or around Feb 12, 2002, by the Parties to modify the area designated under the Consent Decree ("1st Amendment to Consent Decree"); and
- E. **WHEREAS**, the Parties drafted and agreed to a Second Amendment to the Consent Decree ("2nd Amendment to Consent Decree"), but for regulatory purposes, cannot finalize the 2nd Amendment to Consent Decree until after the Settlement Agreement with the WUTC is finalized and approved and the transfer of the Property described in the Purchase Agreement is closed; and
- F. **WHEREAS**, the Parties now wish to modify the Purchase Agreement to reflect new information regarding the timing of actions related to the 2nd Amendment to Consent Decree.

NOW, THEREFORE, in consideration of the promises and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the Parties hereto agree as follows:

AGREEMENT

1. Defined Terms. Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

2. Section 1 Purchase and Sale, shall be amended to include the following bolded language:

Purchase and Sale. On and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, all of Seller's right, title, and interest in and to that certain real property identified as Clark County Parcels I and II, and legally described on Exhibit A attached hereto or as the Title Company may attach from the Title Report in escrow, and all improvements thereon and incorporated herein by this reference (the "Property"). All references to "Property" shall include (i) all buildings, improvements, structures, and any other fixtures located on the Property; and (ii) all right, title, and interest of Seller in and to all streets, alleys, easements, and rights-of-way in, on, across, in front of, abutting, or adjoining the Property, subject to the reservations of Seller as set forth herein. Prior to Closing, the parties shall remove from the Property the personal property identified and described on Exhibit B attached hereto (the "Personal Property"), and the Personal Property shall not be included in the sale of the Property as set forth herein.

Seller shall retain title to the real property identified as LBLR Parcels I and II, which is legally described on Exhibit B.

The Parties acknowledge and agree that the perimeter line created by this legal description is not the same as the perimeter line created by a perimeter fence at some locations on the Boundary of the Property. In all cases where there is a difference between the boundary line created by the legal description attached hereto as Exhibit A and the fence line, the legal description shall control.

3. Section 2.2 Purchase Price; Earnest Money, shall be amended to include the following bolded language:

Earnest Money. Upon mutual execution of this Agreement, Purchaser shall deposit in escrow with **Chicago Title Insurance Company, Attn: Karen Jundt, Telephone: (360) 906-6937 (The "Title Company")**, the sum of Five Thousand and No/100 Dollars (\$5,000) (the "Earnest Money"), which shall either be applied to the Purchase Price at Closing (as hereinafter defined) or refunded to Purchaser as set forth in this Agreement. The Title Company shall place the Earnest Money in a federally insured interest-bearing account, with the interest to accrue for the benefit of the Party ultimately entitled to the principal amount as provided for in this Agreement.

4. Section 5.1 Purchaser's Contingencies; Modification of Regulatory Orders and Agreements, shall be amended to include the following bolded language and to remove the following language that is shows as a strikethrough:

Modification of Regulatory Orders and Agreements. The parties shall work jointly and collaboratively to complete, and obtain any required agency

approvals for, all necessary amendments to the 1996 Consent Decree, as **amended, which the Parties acknowledge may not be approved and finalized until after the purchase of the real property described in the Purchase Agreement**, the 1988 Disposal Agreement, the Settlement Agreement with the Washington Utilities and Transportation Commission, the 1996 First Amendment to the Disposal Agreement and Settlement Agreement, and any other related documents that must be modified, **and in the order that they must be modified**, to facilitate Closing, ~~including revision of such documents to release the Seller's property now leased to Waste Connections, Inc., which is legally described in Exhibit C ("LBLR Parcel I"),~~ and **the donation of approximately eight (8) acres located north of the Property, Assessor's Parcel Nos. 199865-000 and 199866-000, which is also legally described in Exhibit C ("LBLR Parcel II"),** from the Consent Decree.

5. Section 6.1 Seller's Contingencies Modification of Regulatory Orders and Agreements shall be amended to include the following bolded language and to remove the following language that is shows as a strikethrough:

Modification of Regulatory Orders and Agreements. The parties shall work jointly and collaboratively to complete, and obtain any required agency approvals for, all necessary amendments to the 1996 Consent Decree, as **amended, which the Parties acknowledge may not be approved and finalized until after the purchase of the real property described in the Purchase Agreement**, the 1988 Disposal Agreement, the Settlement Agreement with the Washington Utilities and Transportation Commission, the 1996 First Amendment to the Disposal Agreement and Settlement Agreement, and any other related documents that must be modified, **and in the order that they must be modified**, to facilitate Closing, ~~including revision of such documents to release the Seller's property now leased to Waste Connections, Inc., which is legally described in Exhibit C ("LBLR Parcel I"),~~ and **the donation of approximately eight (8) acres located north of the Property, Assessor's Parcel Nos. 199865-000 and 199866-000, which is also legally described in Exhibit C ("LBLR Parcel II"),** from the Consent Decree.

6. Section 6.2 Seller's Contingencies; Execution of the Management Agreement. shall be amended to include the following bolded:

Execution of the Management Agreement. In accordance with the Settlement Agreement with the Washington Utilities and Transportation Commission and the 1996 Consent Decree, as now in effect or hereafter amended, modified, or repealed, the parties will execute a mutually agreed upon landfill property management agreement (the "Management Agreement") no later than **Close of Sale** to address the following: (1) the parties' continuing cooperation in all necessary amendments to the 1996 Consent Decree, the 1988 Disposal Agreement, the Settlement Agreement with the Washington Utilities and Transportation Commission, the 1996 First Amendment to the Disposal Agreement and Settlement Agreement, the Management Agreement, and any other related documents; (2) Seller's ongoing participation on the Oversight

Committee in an advisory capacity for so long as the Financial Assurance Reserve Fund (the "FARF") is in place, including Purchaser's delivery to Seller of an annual report on the FARF; (3) Purchaser's ongoing duty to maintain the environmental insurance coverage described below in paragraph 4(b); (4) Purchaser's indemnification of Seller for environmental liability associated with the Property; (5) Purchaser's agreement that a future park and any related community facility on the Property shall be named after the Leichner family; (6) in light of the parties' ongoing relationship as neighboring property owners, their cooperation in the ongoing shared maintenance of all common improvements, future relocation of the perimeter fence, and other relevant items; and (7) change in future use of FARF funds other than as provided for in existing agreements between the parties and regulatory orders and decrees currently in effect

7. Section 6.4 Seller's Contingencies; Reservation of Access to LBLR Parcel II, shall be deleted in its entirety.

8. Section 11.3 Personal Property, shall be deleted in its entirety.

9. Section 19 Conditions Subsequent to Close, shall be added as follows:

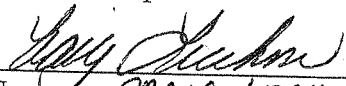
19. Amended Consent Decree. The Parties agree that as a condition subsequent to close of the Purchase Agreement, as amended, the 2nd Amendment to the Consent Decree, attached hereto as **EXHIBIT C** and incorporated herein by this reference, shall be approved and finalized, as written, within forty-five (45) days following the close of the Purchase Agreement, as amended.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the day and year first above written.

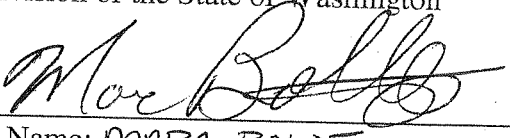
SELLER

LEICHNER BROTHERS LAND
RECLAMATION CORPORATION,
a Washington corporation

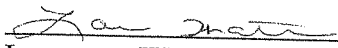
By: 
Print Name: CRAIG LECHNER
Its: PRESIDENT

PURCHASER

CLARK COUNTY, a political
subdivision of the State of Washington

By: 
Print Name: MARC BOLDT
Its: CHAIR, Board of Commissioners

Approved as to form:


Lawrence Watters, Civil Deputy
Prosecuting Attorney

Acknowledged by:
CITY OF VANCOUVER

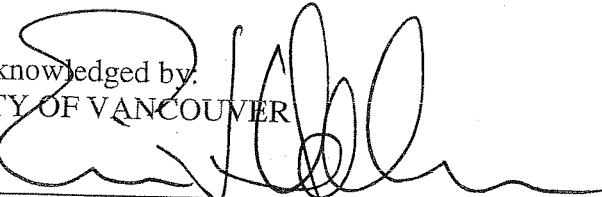
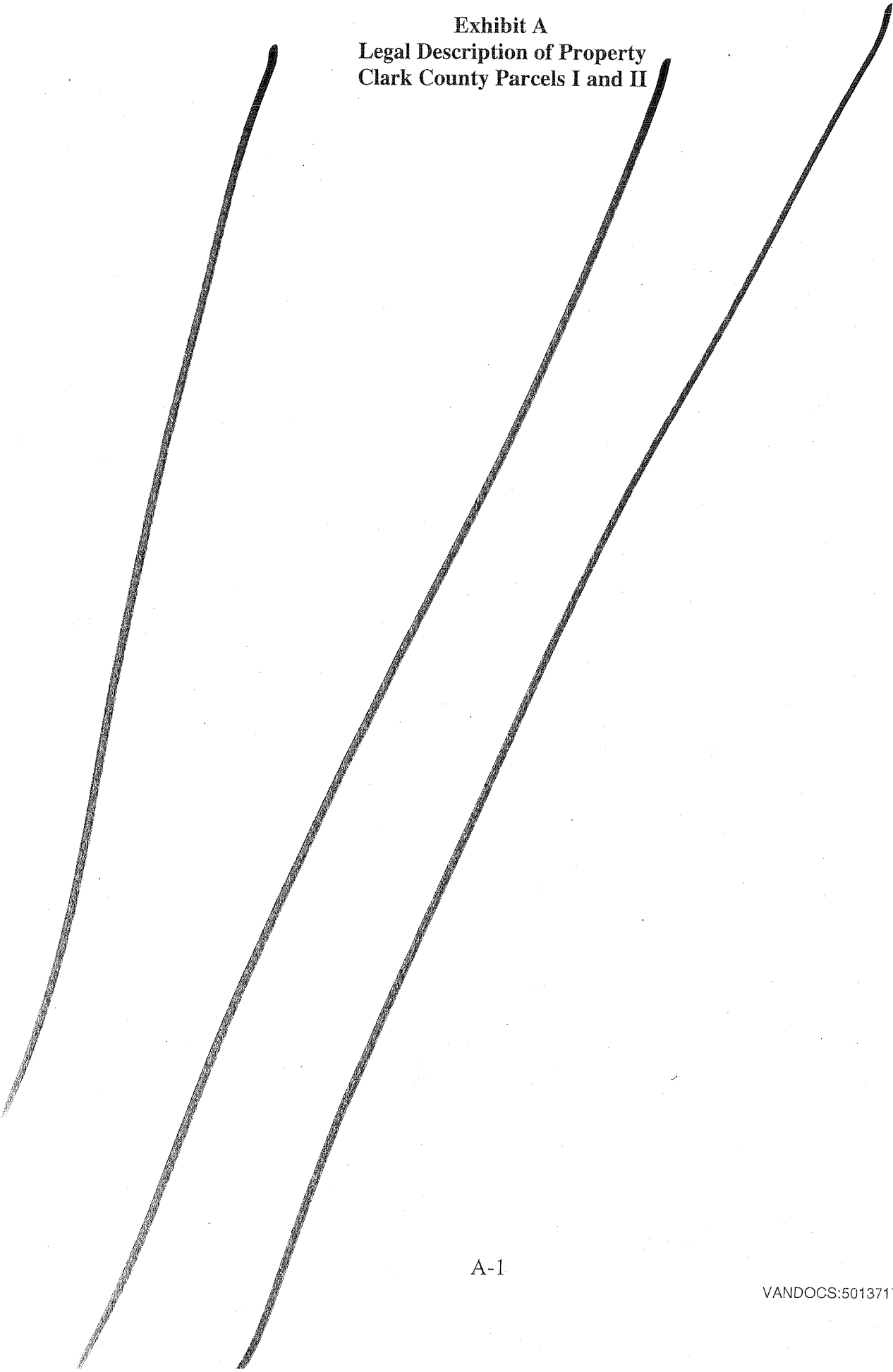
By: 
~~Tim Leavitt, Mayor~~ ERIC HOLMES
CITY MANAGER

Exhibit A
Legal Description of Property
Clark County Parcels I and II



LEGAL DESCRIPTION FOR LEICHNER BROTHERS LAND RECLAMATION
Clark County Parcel I

August 25, 2009

A parcel of property in the James McAllister and the William Goldbeck Donation Land Claims and in a portion of the plat of Newton as recorded in Book A of Plats at Page 60, Clark County records, in the North half of Section 4, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington described as follows:

COMMENCING at the Southwest corner of said McAllister Donation Land Claim;

THENCE North 02° 09' 58" East along the West line of said McAllister Donation Land Claim 753.11 feet to the North line of that tract conveyed to Felix F. Fleischer by deed recorded under Auditor's File No. 8403160018, Clark County Deed Records;

THENCE South 88° 29' 04" East along said North line 850.15 feet to the West line of that parcel described in Exhibit A of Boundary Line Agreement recorded under Auditor's File No. 9302170319, Clark County Deed Records and the TRUE POINT OF BEGINNING;

THENCE along said West line the following courses:

THENCE North 04° 03' 55" East 157.74 feet;

THENCE North 05° 00' 52" West 62.39 feet;

THENCE North 09° 23' 06" East 45.95 feet;

THENCE North 21° 38' 11" East 73.95 feet;

THENCE North 03° 53' 37" West 95.70 feet;

THENCE South 88° 55' 24" East 95.97 feet;

THENCE North 04° 57' 43" East 277.44 feet;

THENCE North 89° 23' 23" West 301.36 feet;

THENCE North 76° 57' 08" West 205.44 feet;

THENCE North 88° 29' 24" West 111.86 feet;

THENCE North 07° 18' 23" East 580.41 feet to the South line of the Kuhnhausen parcel as described in Exhibit D of Boundary Line Agreement recorded under Auditor's File No. 9108090261, Clark County Deed Records;

THENCE South 87° 51' 35" East along said South line 732.16 feet to the East line of said Kuhnhausen parcel;

THENCE North 02° 21' 36" East along said East line 186.54 feet to the North line of that parcel conveyed to 9811 NE 94th Avenue, LLC by document recorded under Auditor's File No. 4521093, Clark County Deed Records;

THENCE South 88° 28' 27" East, parallel with the North line of the South half of said McAllister Donation Land Claim 1174.65 feet to the East line of said McAllister Donation Land Claim;

THENCE South 02° 07' 55" West along said East line 1759.91 feet to the Northwest corner of the Napoleon McGilvery Donation Land Claim;

THENCE South 01° 59' 43" West continuing along said East line 492.81 feet to the Southeast corner of said McAllister Donation Land Claim;

THENCE North 88° 29' 04" West along the South line of said McAllister Donation Land Claim 227.44 feet to the Northeast corner of the Northwest quarter of Lot 1, of said plat of Newton;

THENCE South 01° 43' 50" West along the East line of said Northwest quarter 473.72 feet to that line established by Boundary Line Agreement recorded under Auditor's File No. 9108090260, Clark County Deed Records;

THENCE North 88° 16' 04" West along said line 981.21 feet;

THENCE South $01^{\circ} 43' 50''$ West continuing along said Boundary Agreement Line 0.41 feet to the South line of the North half of Lot 3 of said plat of Newton;

THENCE North $88^{\circ} 16' 06''$ West along said South line and the South lines of the North half of Lot 4 and the North half of Lot 5 of said plat of Newton 1119.46 feet to the centerline of NE 94th Avenue;

THENCE North $02^{\circ} 10' 22''$ East along said centerline 466.22 feet to the Southwest corner of said McAllister Donation Land Claim;

THENCE North $02^{\circ} 09' 58''$ East along the West line of said McAllister Donation Land Claim 236.55 feet to the Southwest corner of that tract conveyed to Arvid E. Koski by document recorded under Auditor's File No. G 618438, Clark County Deed Records;

THENCE South $88^{\circ} 29' 04''$ East along the South line of said Koski tract 90.00 feet to the Southeast corner thereof;

THENCE North $02^{\circ} 09' 58''$ East along the East line of said Koski tract 80.00 feet to the Northeast corner thereof;

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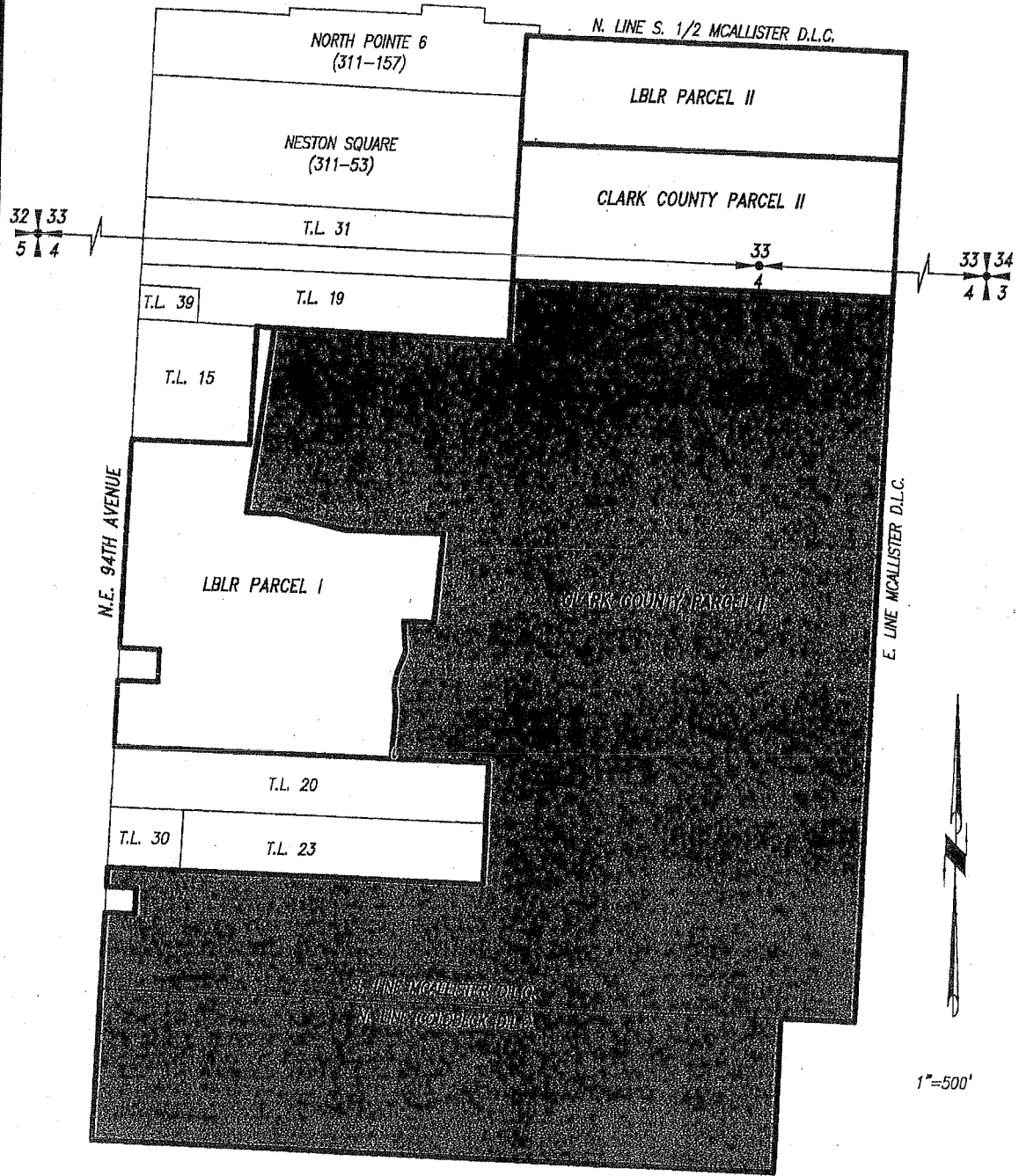
THENCE North 88° 29' 04" West along said North line 303.98 feet to the TRUE POINT OF BEGINNING.

EXCEPT any portion thereof lying within the public right-of-way.



8-28-09

CLARK COUNTY PARCEL I



OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC. 1111 BROADWAY, VANCOUVER, WA 98660
1-360-695-1385
1-503-289-9936

LEGAL DESCRIPTION FOR LEICHNER BROTHERS LAND RECLAMATION
Clark County Parcel II

August 25, 2009

A parcel of property in the James McAllister Donation Land Claim and in the North half of Section 4, Township 2 North, Range 2 East and in the South half of Section 33, Township 3 North, Range 2 East of the Willamette Meridian, Clark County, Washington described as follows:

BEGINNING at the intersection of the East line of the James McAllister Donation Land Claim and the South line of the Southeast quarter of said Section 33;

THENCE North $02^{\circ} 04' 21''$ East along the East line of said James McAllister Donation Land Claim 343.40 feet to a point 330.00 feet South of, when measured at right angles to the North line of the South half of said McAllister Donation Land Claim;

THENCE North $88^{\circ} 28' 27''$ West, parallel with said North line, 1172.67 feet to the East line of that parcel conveyed to BME Development, Inc. by document recorded under Auditor's File No. 3492983, Clark County Deed Records;

THENCE South $02^{\circ} 20' 48''$ West along said East line a distance of 229.14 feet to the Northeast corner of the Kuhnhausen parcel as described in Exhibit D of Boundary Line Agreement recorded under Auditor's File No. 9108090261, Clark County Deed Records;

THENCE South $02^{\circ} 21' 36''$ West along the East line of said Kuhnhausen parcel a distance of 194.25 feet to the Northeast corner of that parcel conveyed to 9811 NE 94th Avenue, LLC by document recorded under Auditor's File No. 4521093, Clark County Deed records;

THENCE South $88^{\circ} 28' 27''$ East, parallel with the North line of the South half of the McAllister Donation Land Claim a distance of 1174.65 feet to the East line of said McAllister Donation Land Claim;

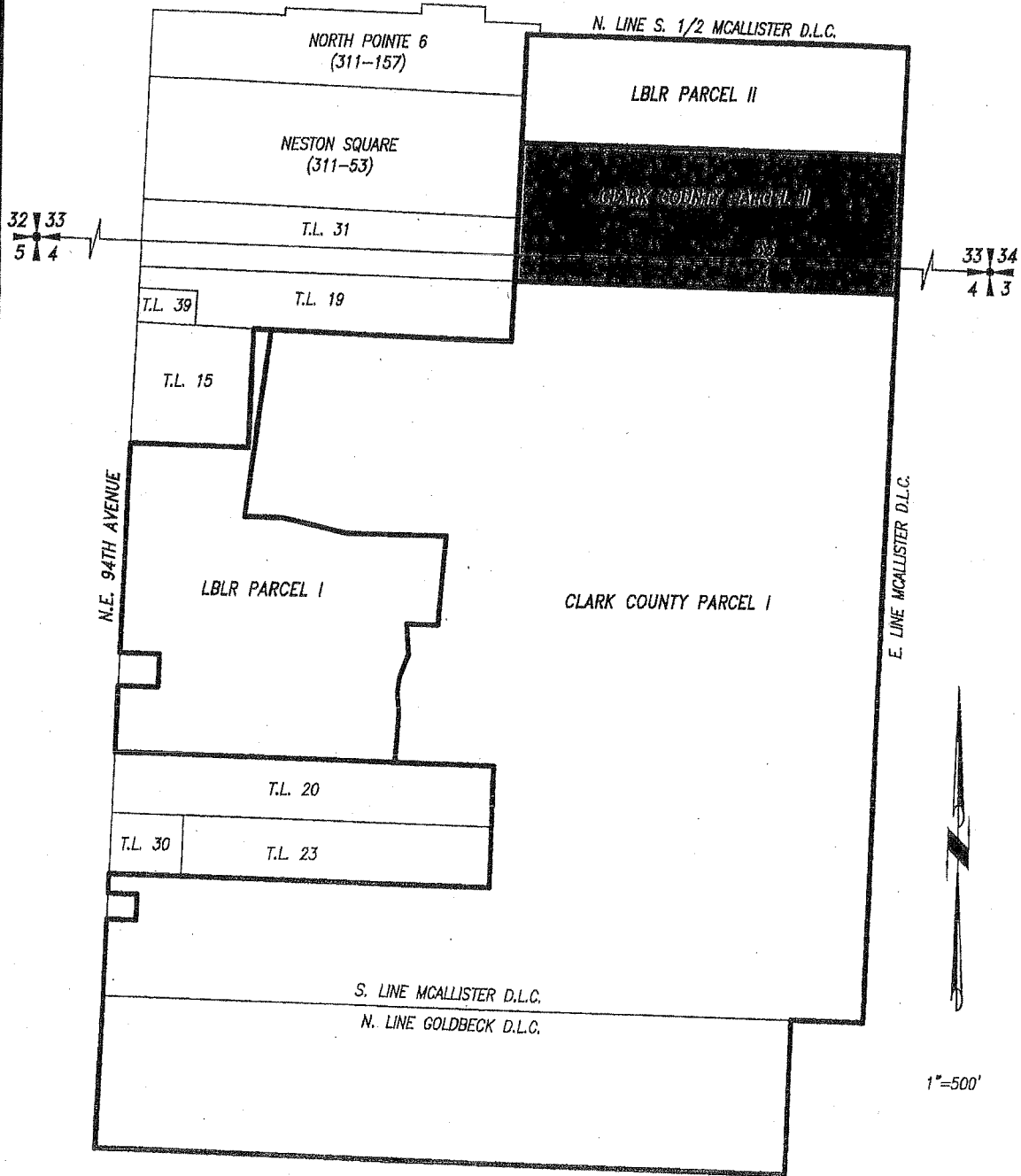
(360) 695-1385
1111 Broadway
Vancouver, WA
98660

THENCE North 02° 07' 55" East along said East line 79.97 feet to the POINT OF BEGINNING.



8-28-09

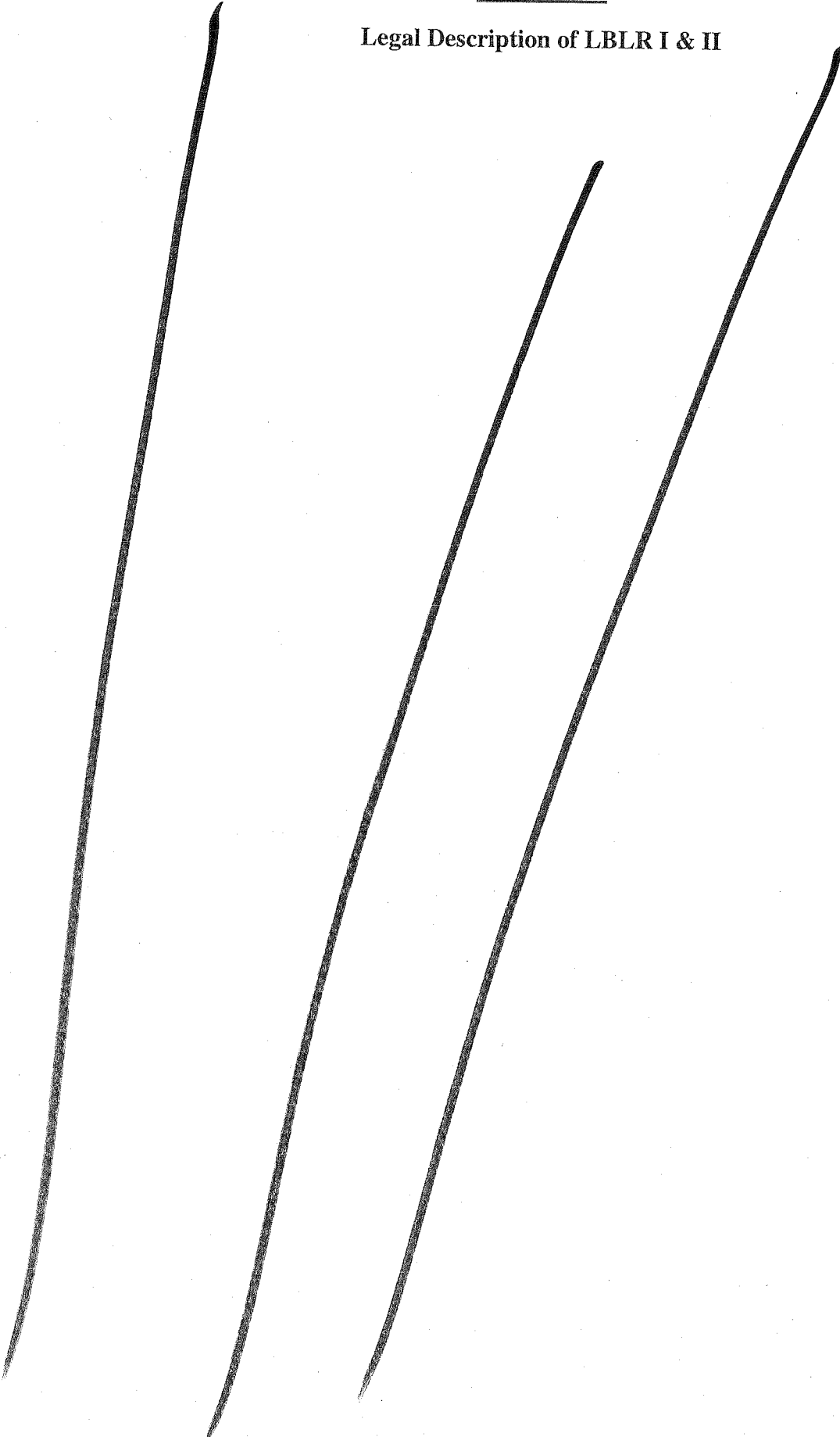
CLARK COUNTY PARCEL II



OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC. 1111 BROADWAY, VANCOUVER, WA 98660
1-360-695-1385
1-503-289-9936

EXHIBIT B

Legal Description of LBLR I & II





LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

LEGAL DESCRIPTION FOR LEICHER BROTHERS LAND RECLAMATION
LBLR Parcel I

August 25, 2009

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COMMENCING at the Southwest corner of said McAllister Donation Land Claim;

THENCE North $02^{\circ} 09' 58''$ East along the West line of said McAllister Donation Land Claim 753.11 feet to the North line of that tract conveyed to Felix F. Fleischer by document recorded under Auditor's File No. 8403160018, Clark County Deed Records and the TRUE POINT OF BEGINNING;

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THENCE North $05^{\circ} 00' 52''$ West 62.39 feet;

THENCE North $09^{\circ} 23' 06''$ East 45.95 feet;

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THENCE North $03^{\circ} 53' 37''$ West 95.70 feet;

THENCE South $88^{\circ} 55' 24''$ East 95.97 feet;

THENCE North $04^{\circ} 57' 43''$ East 277.44 feet;

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THENCE North 76° 57' 08" West 205.44 feet;

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THENCE North 07° 18' 23" East 580.41 feet to the South line of the Kuhnhausen parcel as described in Exhibit D of Boundary Line Agreement recorded under Auditor's File No. 9108090261, Clark County Deed records;

THENCE North 87° 51' 35" West along said South line 24.44 feet to an angle point therein;

THENCE North 87° 10' 13" West continuing along said South line 28.56 feet to the Northwest corner of that parcel conveyed to Paul R. and Ellen Y. Hardman by document recorded under Auditor's File No. 9606280588, Clark County Deed Records;

THENCE South 02° 09' 58" West along the East line of said Hardman parcel 365.75 feet to the Southeast corner thereof;

THENCE North 88° 29' 04" West along the South line of said Hardman parcel 361.50 feet to the centerline of NE 94th Avenue;

THENCE South 02° 09' 58" West along said centerline a 649.10 feet to the North line of that parcel conveyed to Richard D. and Georgette M. Schaible by document recorded under Auditor's File No. 9602230164, Clark County Deed Records;

THENCE South 88° 29' 04" East along the North line of said Schaible parcel 122.00 feet to the Northeast corner thereof;

THENCE South 02° 09' 58" West along the East line of said Schaible parcel 102.00 feet to the Southeast corner thereof;

THENCE North 88° 29' 04" West along the South line of said Schaible parcel 122.00 feet to the centerline of said NE 94th Avenue;

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

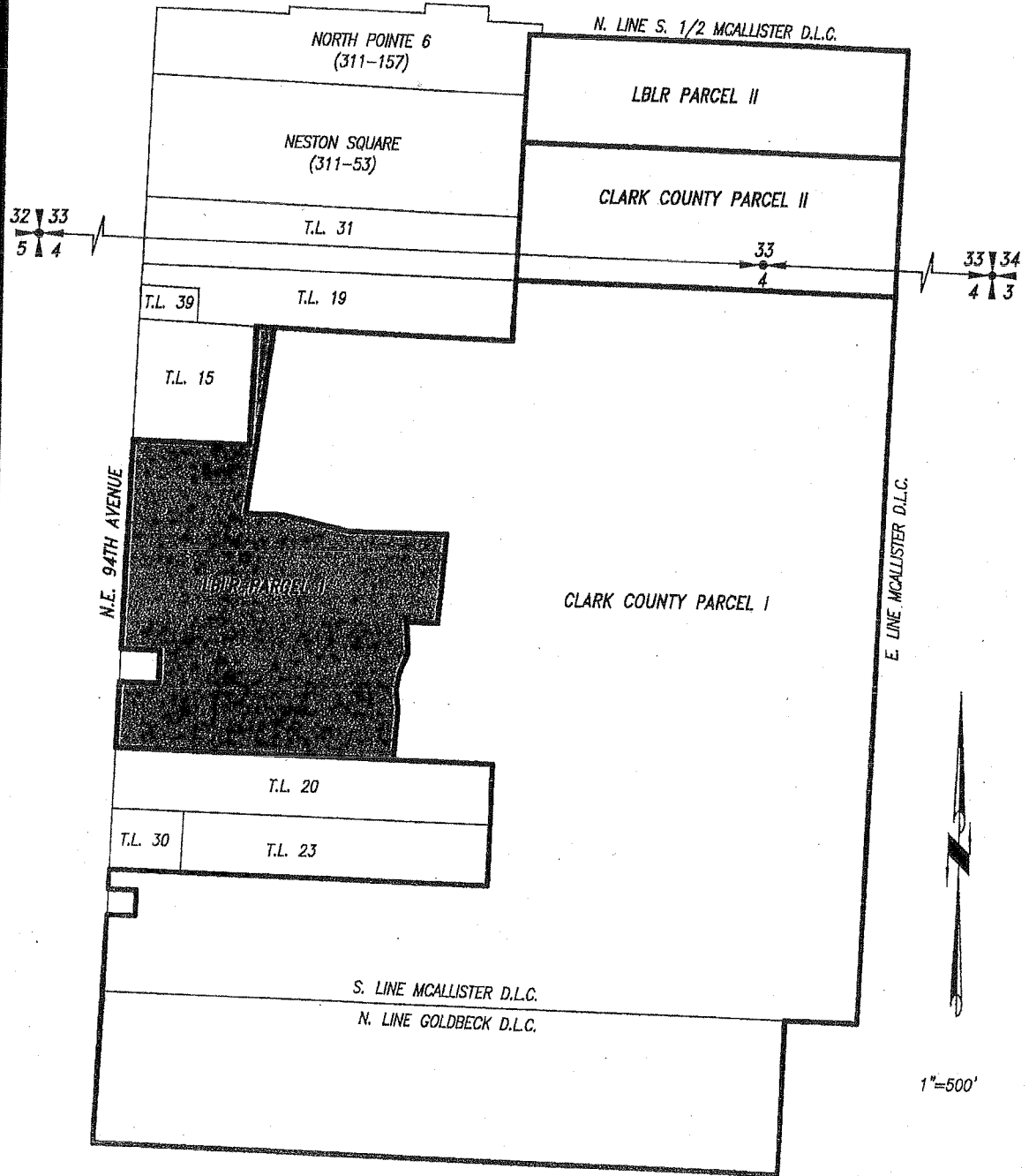
THENCE South $02^{\circ} 09' 58''$ West along said centerline 205.37 feet to the TRUE POINT OF BEGINNING.

EXCEPT any portion thereof lying within the public right-of-way.



8-28-09

LBLR PARCEL I



OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC. 1111 BROADWAY, VANCOUVER, WA 98660
1-360-695-1385
1-503-289-9936

LEGAL DESCRIPTION FOR LEICHTNER BROTHERS LAND RECLAMATION
LBLR Parcel II

August 25, 2009

A parcel of property situated in the James McAllister Donation Land Claim in South half of Section 33, Township 3 North, Range 2 East of the Willamette Meridian, Clark County, Washington described as follows:

COMMENCING at the intersection of the East line of the James McAllister Donation Land Claim and the South line of the Southeast quarter of said Section 33;

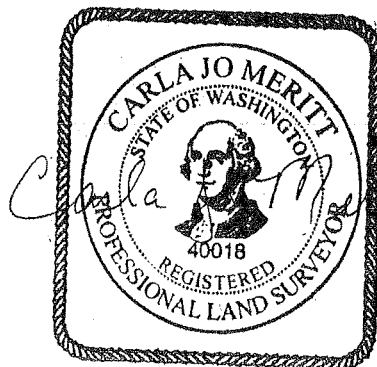
THENCE North 02° 04' 21" East along the East line of said James McAllister Donation Land Claim 343.40 feet to a point 330.00 feet South of, when measured at right angles to the North line of the South half of said McAllister Donation Land Claim and the TRUE POINT OF BEGINNING;

THENCE North 88° 28' 27" West, parallel with said North line, 1172.67 feet to the East line of that parcel conveyed to BME Development, Inc. by document recorded under Auditor's File No. 3492983, Clark County Deed records;

THENCE North 02° 20' 48" East along said East line and the Northerly extension thereof 330.03 feet to the North line of the South half of said McAllister Donation Land Claim;

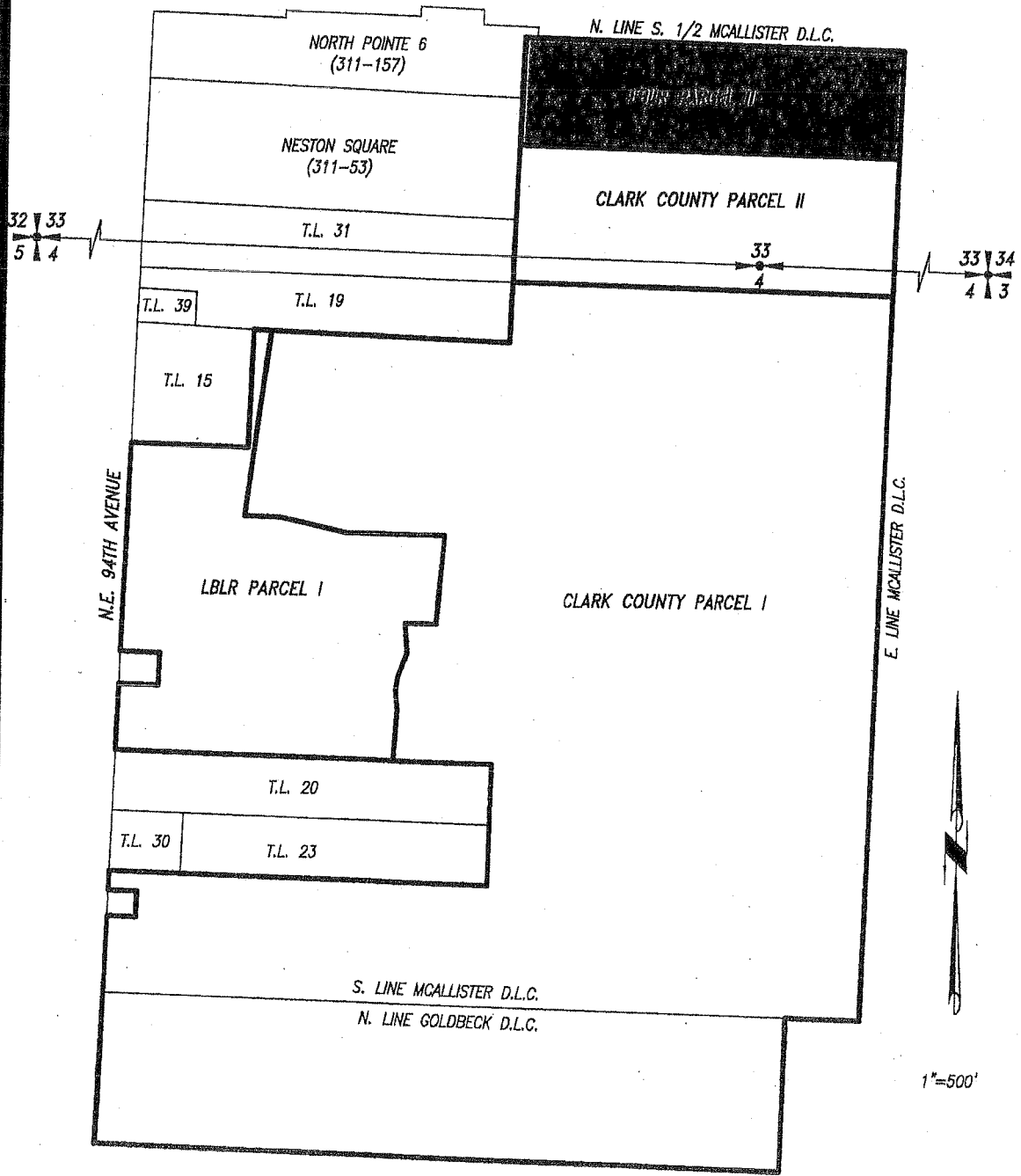
THENCE South 88° 28' 27" East along said North line 1171.09 feet to the East line of said McAllister Donation Land Claim;

THENCE South 02° 04' 21" West along said East line a distance of 330.01 feet to the TRUE POINT OF BEGINNING.



8-28-09

LBLR PARCEL II

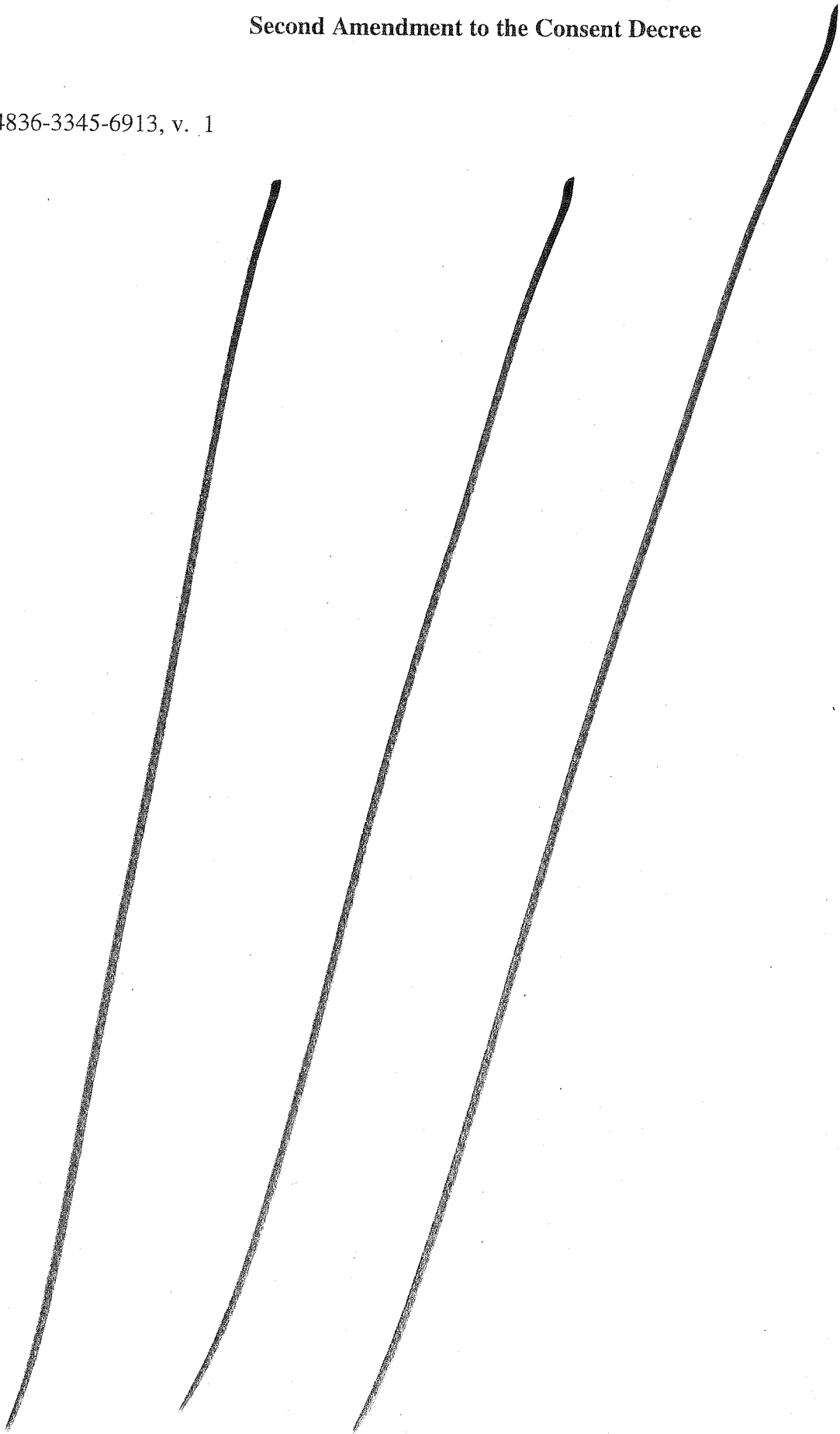


OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC. 1111 BROADWAY, VANCOUVER, WA 98660
1-360-695-1385
1-503-289-9936

EXHIBIT C

Second Amendment to the Consent Decree

4836-3345-6913, v. 1



1 C. The First Amendment to the Consent Decree (First Amendment) was entered by
2 the Court and filed on February 12, 2002. The First Amendment removed a parcel from within
3 the Site and consequently redefined the boundary line of the Site and the area subject to the
4 Consent Decree.

5 D. On May 26, 1989, Clark County, a political subdivision of the State of
6 Washington (Clark County), and Leichner entered into an Option Agreement for a portion of
7 the Site (Option Property).

8 E. On May 10, 2011, Clark County effectively exercised its option under the
9 Option Agreement and entered into a Purchase and Sale Agreement (Purchase Agreement)
10 with Leichner, for the Option Property and a second parcel (Additional Property). The
11 Purchase Agreement is attached as Exhibit A.

12 F. As outlined in the Purchase Agreement, Leichner will transfer to Clark County,
13 its rights, title and interest in the Option Property and in the Additional Property (collectively
14 referred to as Clark County Parcels I and II). Legal descriptions for Clark County Parcels I and
15 II are attached as Exhibit B.

16 G. As further set forth in the Purchase Agreement, Leichner will retain title to two
17 (2) parcels within the Site (Leichner Parcel I and Leichner Parcel II), which is legally described
18 in Exhibit C.

19 H. In a letter to Mike Davis dated January 26, 2012 (Letter), Leichner stated their
20 intention to donate Leichner Parcel II to the County at the completion of the Purchase
21 Agreement; however, the final arrangements of the donation have, at the time of this Second
22 Amendment, not been finalized. The Letter is attached as Exhibit D.

23 I. As required by the Consent Decree, Ecology has concluded that the sale of
24 Clark County Parcels I and II and the addition of Clark County as a Defendant to this Consent
25 Decree is in the public interest, and will not pose a threat to human health or the environment.
26

1 5. Except as set forth above, all other provisions of the Consent Decree remain in
2 full force and effect, unchanged by this Second Amendment.
3

4 **STATE OF WASHINGTON**
5 **DEPARTMENT OF ECOLOGY**

ROBERT M. MCKENNA,
ATTORNEY GENERAL

6
7 _____
8 James Pendowski
9 Program Manager
10 Toxics Cleanup Program
11 (360) 407-7177

Dorothy H Jaffe, WSBA No. 34148
Assistant Attorney General
(360) 586-4637

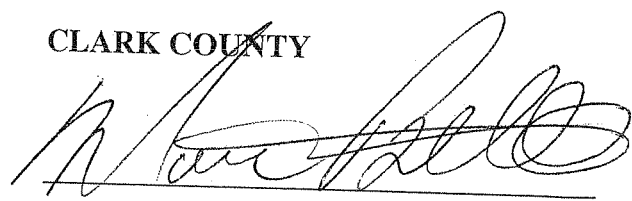
12 Date: _____

Date: _____

13 **LEICHTNER BROTHERS LAND**
14 **RECLAMATION CORPORATION**

CLARK COUNTY

15 _____
16 CRAIG LEICHTNER
17 President



18 Date: _____

Date: 11/27/12

19 ENTERED this _____ day of _____, 2012.

20
21 _____
22 JUDGE
23 Clark County Superior Court
24
25
26

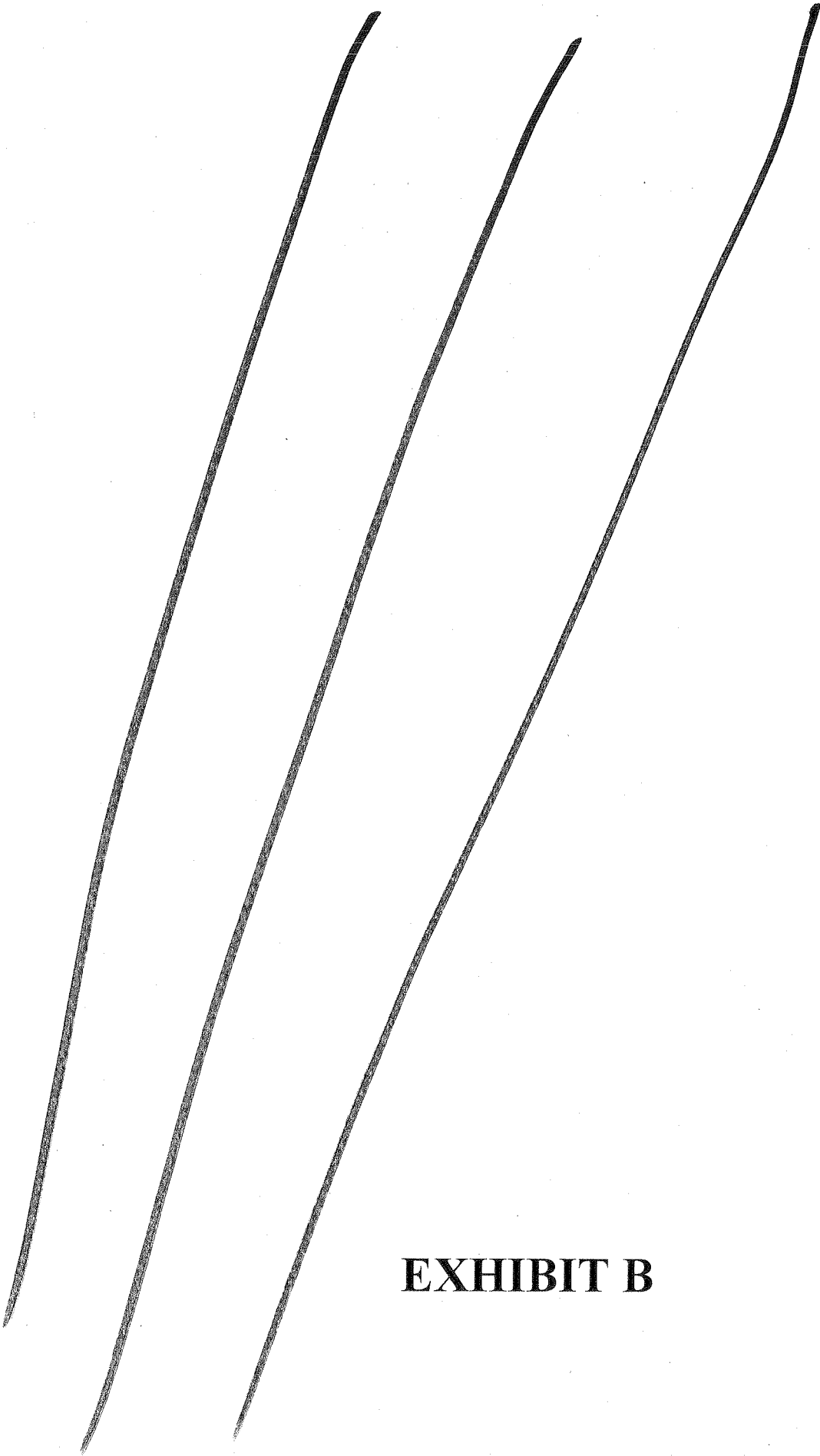


EXHIBIT B

LEGAL DESCRIPTION FOR LEICHNER BROTHERS LAND RECLAMATION
Clark County Parcel I

August 25, 2009

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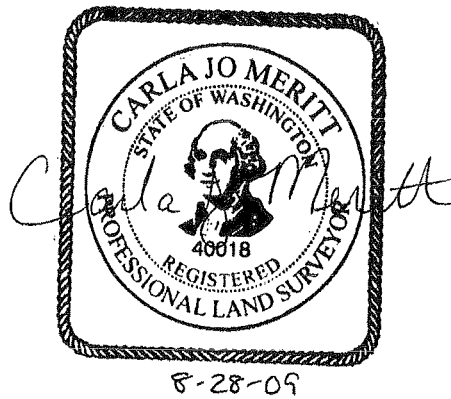
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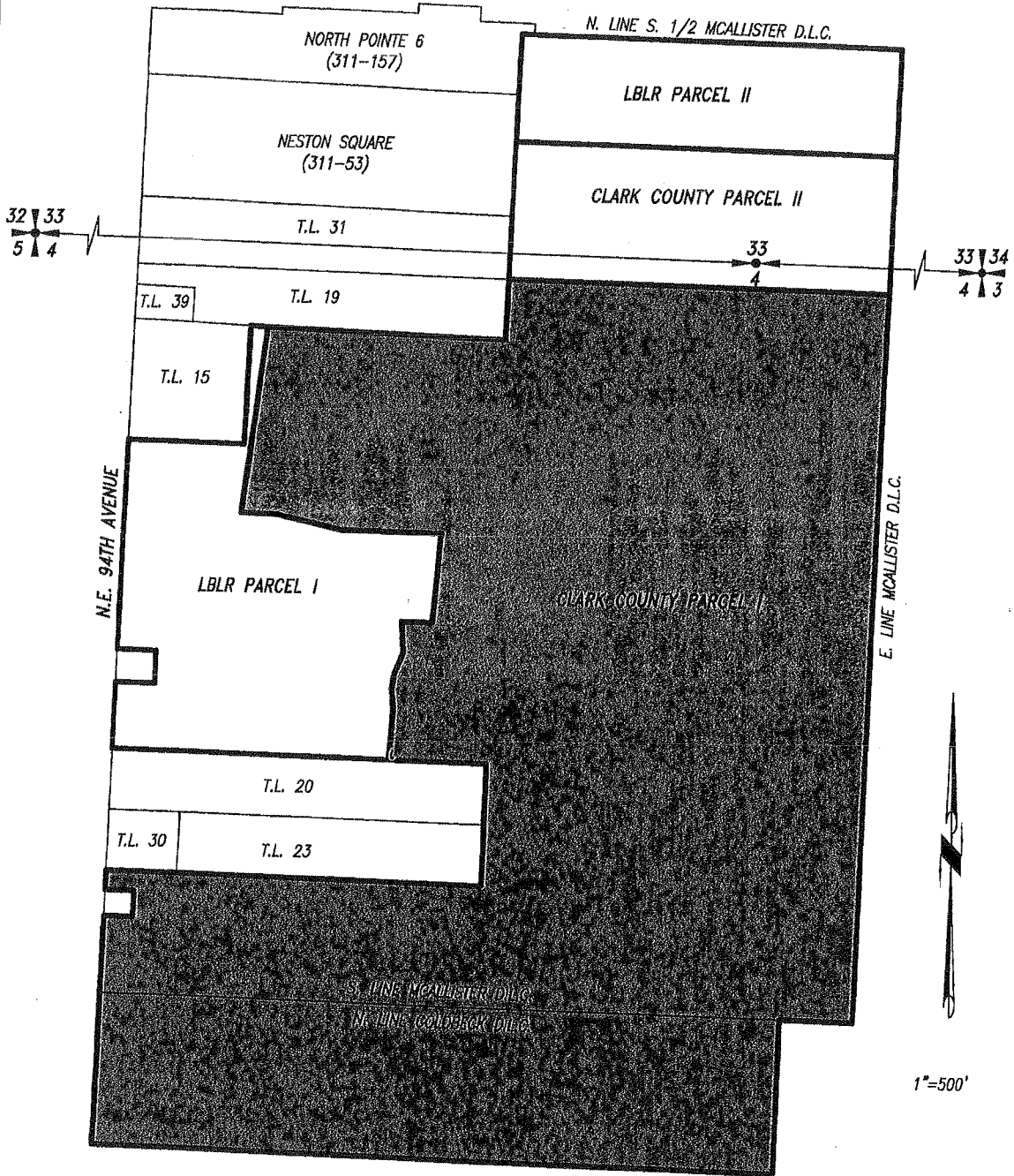
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CLARK COUNTY PARCEL I



OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC. 1111 BROADWAY, VANCOUVER, WA 98660
1-360-695-1385
1-503-289-9936

LEGAL DESCRIPTION FOR LEICHNER BROTHERS LAND RECLAMATION
Clark County Parcel II

August 25, 2009

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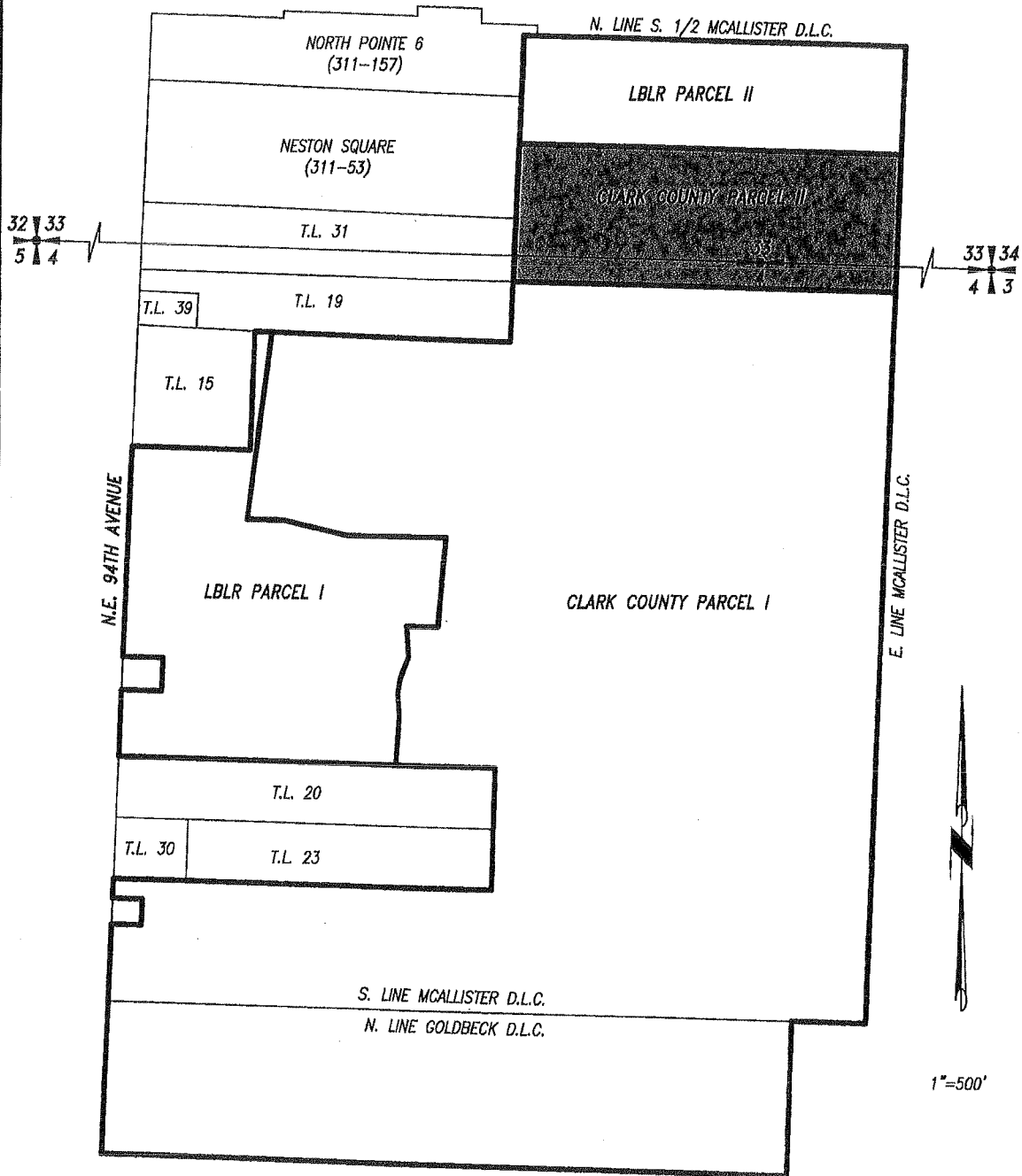
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(360) 695-1385
1111 Broadway
Vancouver, WA
98660

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CLARK COUNTY PARCEL II



OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC. 1111 BROADWAY, VANCOUVER, WA 98660
1-360-695-1385
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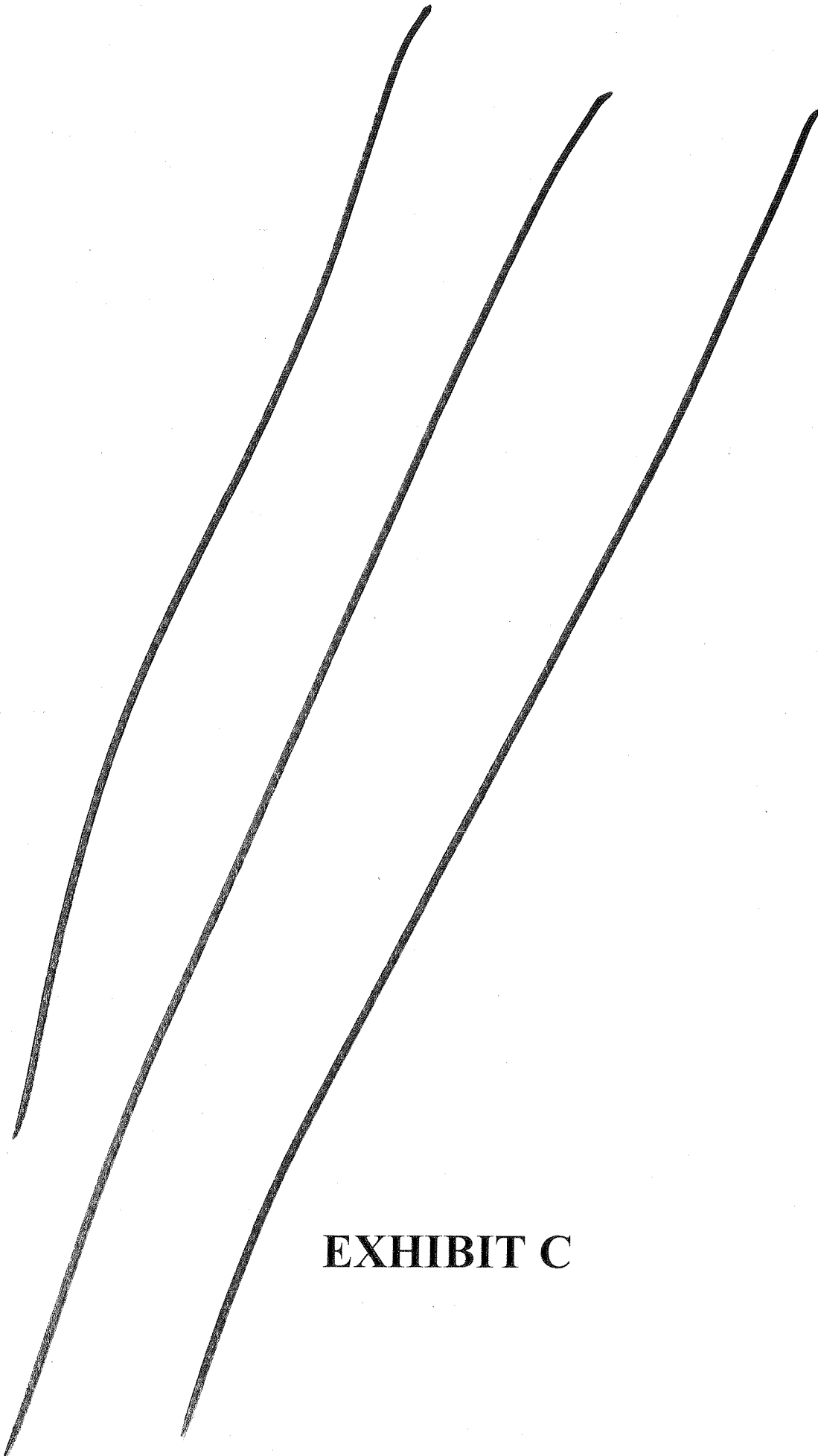


EXHIBIT C

LEGAL DESCRIPTION FOR LEICHER BROTHERS LAND RECLAMATION
LBLR Parcel I

August 25, 2009

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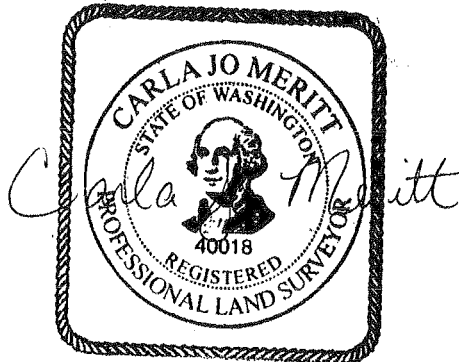
THENCE South 02° 09' 58" West along the East line of said Schaible parcel 102.00 feet to the Southeast corner thereof;

THENCE North 88° 29' 04" West along the South line of said Schaible parcel 122.00 feet to the centerline of said NE 94th Avenue;

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

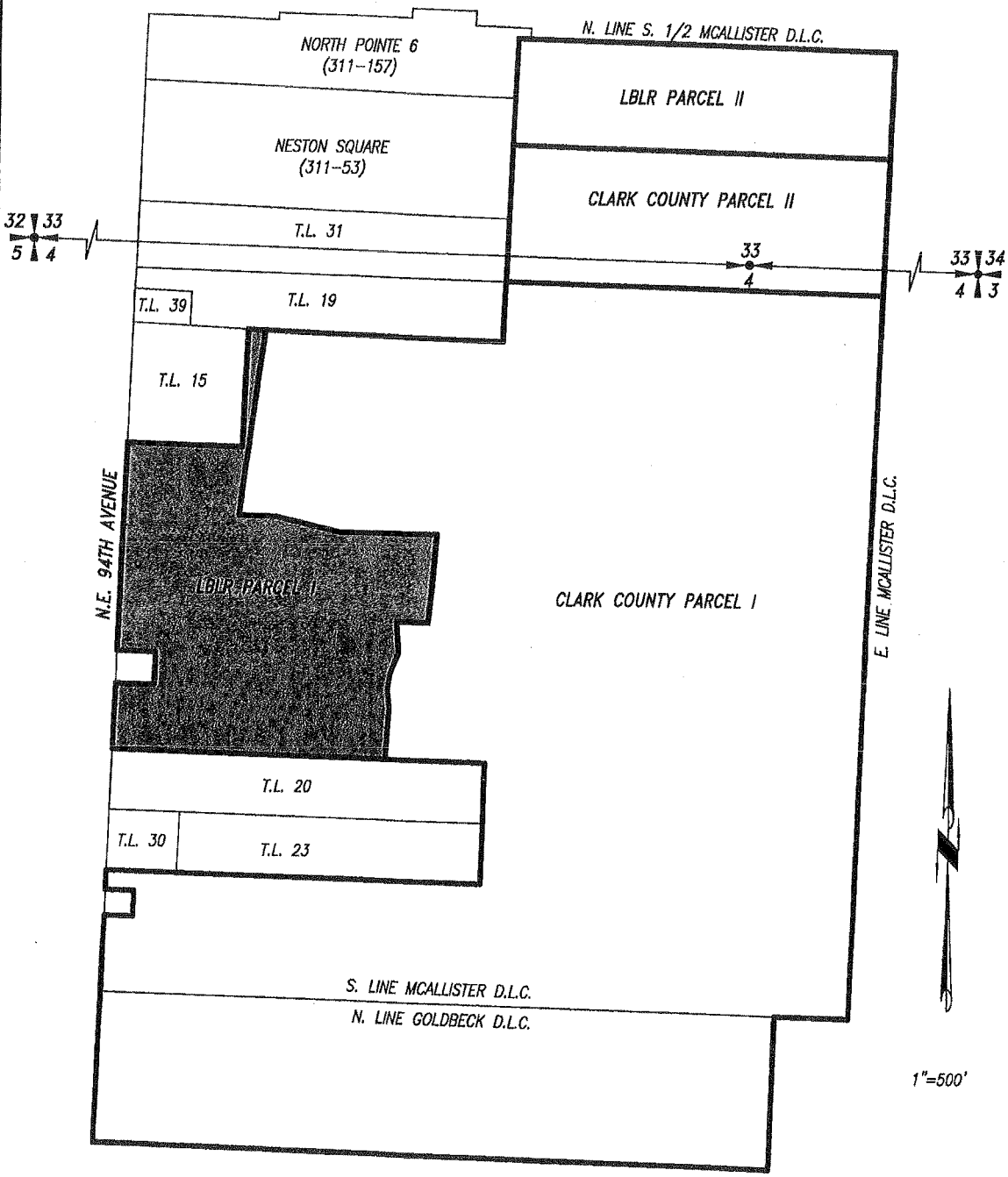
THENCE South 02° 09' 58" West along said centerline 205.37 feet to the TRUE POINT OF BEGINNING.

EXCEPT any portion thereof lying within the public right-of-way.



8-28-09

LBLR PARCEL I



OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC. 1111 BROADWAY, VANCOUVER, WA 98660

1-360-695-1385
1-503-289-9936

LEGAL DESCRIPTION FOR LEICHTNER BROTHERS LAND RECLAMATION
LBLR Parcel II

August 25, 2009

A parcel of property situated in the James McAllister Donation Land Claim in South half of Section 33, Township 3 North, Range 2 East of the Willamette Meridian, Clark County, Washington described as follows:

COMMENCING at the intersection of the East line of the James McAllister Donation Land Claim and the South line of the Southeast quarter of said Section 33;

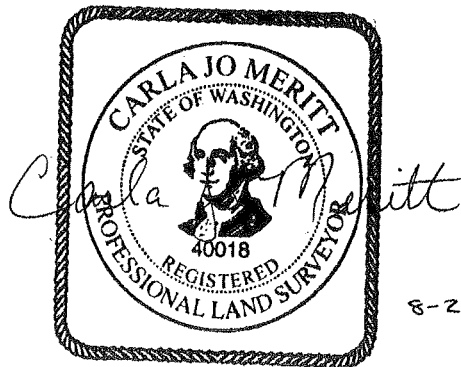
THENCE North 02° 04' 21" East along the East line of said James McAllister Donation Land Claim 343.40 feet to a point 330.00 feet South of, when measured at right angles to the North line of the South half of said McAllister Donation Land Claim and the TRUE POINT OF BEGINNING;

THENCE North 88° 28' 27" West, parallel with said North line, 1172.67 feet to the East line of that parcel conveyed to BME Development, Inc. by document recorded under Auditor's File No. 3492983, Clark County Deed records;

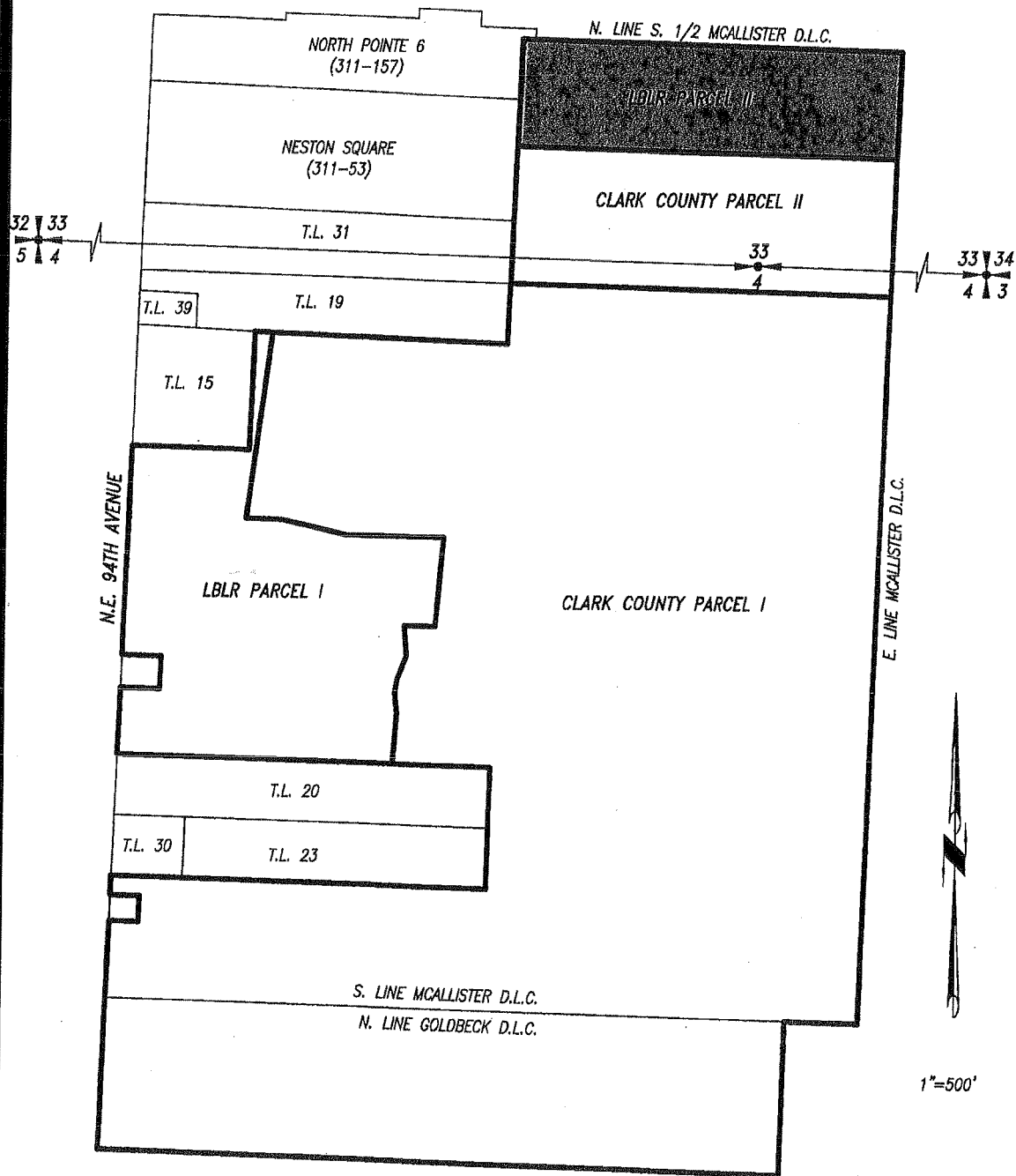
THENCE North 02° 20' 48" East along said East line and the Northerly extension thereof 330.03 feet to the North line of the South half of said McAllister Donation Land Claim;

THENCE South 88° 28' 27" East along said North line 1171.09 feet to the East line of said McAllister Donation Land Claim;

THENCE South 02° 04' 21" West along said East line a distance of 330.01 feet to the TRUE POINT OF BEGINNING.



LBLR PARCEL II



OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC. 1111 BROADWAY, VANCOUVER, WA 98660

1-360-695-1385
1-503-289-9936

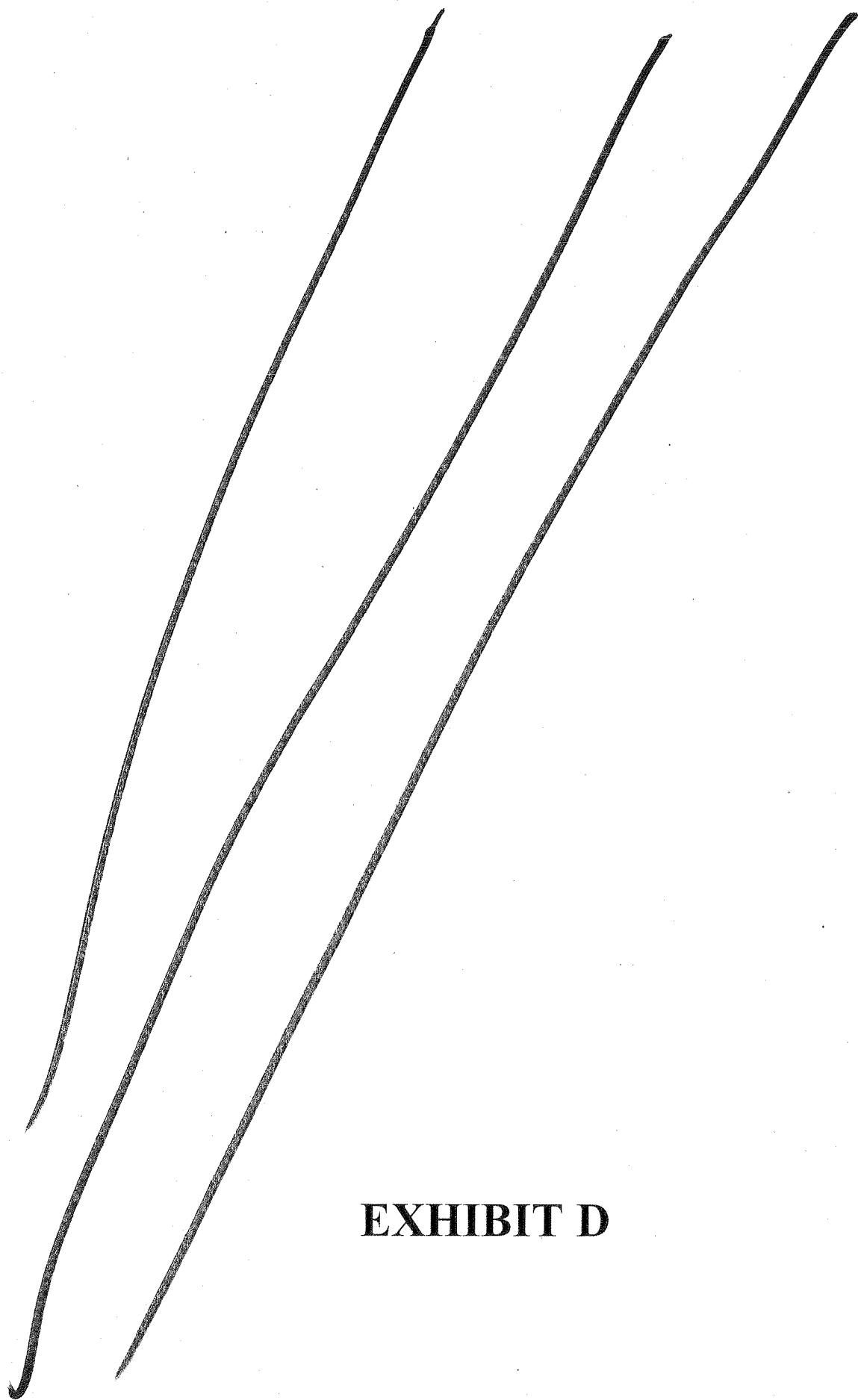


EXHIBIT D

Leichner Brothers Land Reclamation Corporation

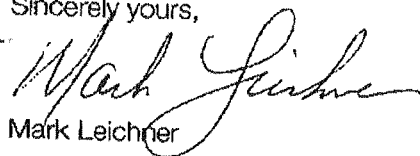

Michael Davis
Leichner Landfill Project Manager
Clark County Department of Environmental Services
Date 1/26/12

Dear Mike,

This letter is to inform Clark County Washington that LBLRC will donate our piece of land to the north of the landfill known as Parcel II at the completion of the purchase and sale agreement (PSA). Also, it is our intention to include a piece of the Nest and Square (adjacent to Parcel II) as provided by past agreements with Holt homes in that donation.

Lblrc is committed to closing our deal with the county on the purchase of the landfill. We understand that the shortest path is just amending the consent decree. Any attempts to remove parcels from that decree will only lengthen the process. We agree to only amend the consent decree and pursue removal of parcels from that decree only after the sale of the landfill is complete.

Sincerely yours,


Mark Leichner

Vive President LBLRC