



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

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March 10, 2021

Galina Burley
Parks and Land Manager
4700 NE 78th Street, Building E
Vancouver WA 98665

**Re: No Further Action Determination for Remedial Action Unit 3, Phase 4 of the
Camp Bonneville Army Reservation Facility.**

- **Site Name:** US ARMY Camp Bonneville RAU-3
- **Site Address:** 23201 NE Pluss Rd, Vancouver, WA 98682
- **Facility Site ID No.:** 5125990
- **Cleanup Site ID No.:** 2216

Dear Galina Burley:

Thank you for providing the Department of Ecology (Ecology) with the opportunity to review the Site Specific Final Report, Munitions and Explosives of Concern, Remedial Action Unit 3, Phase 4 (RAU 3-4), Former Camp Bonneville Army Reservation (Site), Vancouver, Washington, December 2020. The report was prepared by Weston Solutions, Inc., and submitted to Ecology by Dwight Gemar, PE and Principal Project Manager for Weston Solutions, Inc.

Remedial Action Unit 3, Phase 4 (RAU 3-4) Western Slopes Area (WSA) consists of 194 acres where an analog surface clearance was conducted to remove munitions and explosives of concern (MEC) and material potentially presenting an explosive hazard (MPPEH) in accessible portions of the site (slopes less than 25 percent grade and not restricted accessibility). The objective was to ensure that all MEC, MPPEH, munitions debris (MD) and other metallic debris were removed from ground surface to 3-inch below ground surface (bgs).

A total of twenty-four (24) MEC and MPPEH items were recovered during the Western Slopes Area (WSA) analog clearance. Seventeen (17) of these items were determined to be MD (164 items weighing approximately 302.65 pounds).

This includes 17 items weighing 115.5 pounds that were initially identified as MEC/MPPEH and later determined to be material documented as safe (MDAS). MEC, MPPEH and MD items recovered within the WSA consisted of practice and high explosive anti-tank rockets, practice stokes mortars, rifle grenades, artillery projectiles, practice and smoke grenades, grenade fuzes, and illumination signals.

The MEC and MPPEH clearance requirements for the WSA are described in the following documents:

- Environmental Services Cooperative Agreement Number W912DY-11-2-0337 between the USACE and Clark County (USACE, 2011)
- Remediation Agreement between Clark County Washington and WESTON (Clark County Washington, 2012) including Change Order No. 1
- Amended PPCD No. 06-2-05340-4 (WDOE and Clark County Superior Court, 2012)
- Final Cleanup Action Plan (CAP) for RAU 3 (Bonneville Conservation Restoration and Renewal Team, LLC [BCRRT], 2010) as amended in August 2017 (WDOE, 2017a) and finalized in October 2017 (WDOE, 2017b)

The planning information for conducting the MEC clearance activities are described in the following documents:

- Final Work Plan Surface Clearance for Munition and Explosives of Concern Remedial RAU 3, Western Slopes Area (WESTON, 2019)
- Explosives Safety Submission, Amendment 4 approved by Department of Defense Explosives Safety Board (DDESB) (DDESB, 2017)

Ecology's Toxic's Cleanup Program has reviewed the Site Specific Final Report Munitions And Explosives of Concern Remedial Action Unit 3, Western Slopes Area report dated December 2020, and the following supporting documents regarding the Site:

- Archaeological Investigations Northwest, Inc. (AINW). 2014. *Camp Bonneville Cultural and Historical Resources Protection Plan: 2014 Update*. Draft. Report No 3151. February.
- Bonneville Conservation Restoration and Renewal Team, LLC (BCRRT). 2008. Final Remedial Investigation and Feasibility Study – RAU 3, Prepared for Bonneville Conservation, Restoration and Renewal Team LLC, February.
- BCRRT. 2010. Final Remedial Action Unit 3 (RAU 3) Cleanup Action Plan. Vancouver, WA. April.
- Clark County Washington. 2012. Remediation Agreement. May 1. Including Change Order No. 1.

- Department of Defense Explosives Safety Board (DDESB). 2017. DDESB Approval of Amendment 4, Explosives Safety Submission, Vancouver, WA. December 8.
- PARSONS. 2014. Draft Remedial Investigation/Feasibility Study, Remedial Action Unit 3, Camp Bonneville, Vancouver, Washington. November 29.
- U.S. Army Corps of Engineers (USACE). 2011. "Environmental Services Cooperative Agreement Number W912DY-11-2-0337." August 14.
- Washington State Department of Ecology (WDOE) and Clark County Superior Court. 2012.
- "Amended Prospective Purchaser Consent Decree." RE: Camp Bonneville. No. 06-2-05340-4. May 2. Change Order No. 1 executed September 25, 2012.
- Washington State Department of Ecology (WDOE). 2017a. Memorandum from Ben Amoah-Forson of Washington State Department of Ecology Toxic Cleanup Program to Camp Bonneville RAU 3 File. "Subject: Proposed Changes to the 2010 Cleanup Action Plan for Remedial Action Unit 3, Site Wide Munitions Contamination." August.
- Weston Solutions, Inc. (WESTON). 2018. Final Site-Specific Final Report Munitions and Explosives of Concern Remedial Action Unit 3 Western Slopes Area Pilot Study, Former Camp Bonneville Military Reservation, Vancouver, Washington. January.
- WESTON. 2019. Final Work Plan, Surface Clearance for Munitions and Explosives of Concern Remedial Action Unit 3 Western Slopes Area, Former Camp Bonneville Military Reservation, Vancouver, Washington. April.

Based on Ecology's review of the Site-Specific Final Report and the above listed supporting documents, Ecology has determined that the remedial actions performed at the Site are sufficient to meet the requirements contained in Model Toxics Control Act (MTCA), and its implementing regulations, 10 U.S.C. § 101(e) (5) (A) through (C), RCW 70.105D.020 (7) and WAC 173-303-040, for characterizing and addressing military munitions at the Site. Therefore, Ecology is issuing this determination that no further remedial action is necessary at the Remedial Action Unit 3, Phase 4 (RAU 3 - 4) under MTCA.

A copy of the Restrictive Covenant filed with the deed of the property (Exhibit C) as part of the Environmental Protection Provisions for the Site must be attached to this letter. Any changes to any part of the Restrictive Covenant must be approved by Ecology. If any part of this Restrictive Covenant is violated, then this determination will automatically be rendered null and void and further remedial action may be required in the RAU 3, Phase 4 areas. Based on this no further action determination, Ecology will update the status of the Site on its Hazardous Site List (HSL) database.

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This no further action determination does not apply to any other release or potential release of any contaminant that may impact any other portion of any property impacted by this Site, or any other property owned or operated by Clark County.

Please note that this determination is based solely on the information contained in the documents listed above. Therefore if any of the information contained in those documents is materially false or misleading, then this determination will automatically be rendered null and void, and further remedial action may be required at the Site.

The state, Ecology and its officers and employees make no guarantees or assurances by providing this determination, and no cause of action against the state, Ecology or its officers or employees may arise from any act or omission in making this determination.

If you have any questions regarding this determination, please contact me at (360) 407-6487, or ronnie.johnson@ecy.wa.gov

Sincerely,

Ronnie Johnson
Ronnie Johnson
Munitions Expert
Toxic Cleanup Program

Attachment (1)

4231240 D

RecFee - \$115.00 Pages: 34 - CLARK COUNTY
Clark County, WA 10/04/2006 02:20



RETURN ADDRESS

Bronson Potter
Clark County

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951

599468

EXEMPT

Affd. # _____ Date 10/4/06

For Details of tax paid see

Affd. # _____

Doug Lasher
Clark County Treasurer

By _____ Deputy

Please print neatly or type information
Document Title(s)

Quit Claim Deed

Reference Numbers(s) of related documents:

Additional Reference #'s on page _____

Grantor(s) (Last, First and Middle Initial)

Clark County Washington

Additional grantors on page _____

Grantee(s) (Last, First and Middle Initial)

Bonneville Conservation, Restoration &
Renewal Team LLC

Additional grantees on page _____

Legal Description (abbreviated form: i.e. lot, block plat or section, township, range, quarter/quarter)

Sec 34 35, 3, 3E

Sec 1, 2, 3 & 10, 2, 3E

Additional legal is on page _____

Assessor's Property Tax Parcel/Account Number

208417-000

167940-000

170186-000

167837-000

168044-000

208215-000

Additional parcel #'s on page _____

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.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

**QUITCLAIM DEED
FORMER CAMP BONNEVILLE
CLARK COUNTY, WASHINGTON**

THIS QUITCLAIM DEED, between Clark County, Washington (hereinafter the "GRANTOR"), and the Bonneville Conservation, Restoration and Renewal Team, LLC a California not for profit limited liability corporation authorized to do business within the State of Washington (hereinafter the "GRANTEE").

WITNESSETH THAT, the GRANTOR, for and in consideration of the agreements entered into between GRANTOR and GRANTEE relating to the environmental remediation of the Property conveyed herein for the conservation of natural resources and other good and valuable consideration the receipt of all of which is hereby acknowledged, does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM unto the GRANTEE, its successors and assigns, all its right, title, and interest in the property situated, lying and being in the County of Clark, in the State of Washington, containing approximately 3,013 acres as more particularly described in Exhibit A, attached hereto and made a part hereof (hereinafter referred to as the "Property"); provided that the right of the GRANTEE to conduct revenue-producing activities on the Property shall be limited to the conduct of incidental revenue-producing activities that are compatible with the use of the Property for conservation purposes; provided further that the right of the GRANTEE to convey the Property shall be limited to reconveying the Property to the Grantor upon the completion of environmental remediation as agreed to by the GRANTOR and GRANTEE, and shall be subject to the approval of the SECRETARY, and that any and all such further conveyances of the Property shall be subject to the same terms, reservations, restrictions, covenants and conditions set forth in this Deed; and provided that if any portion of the premises shall be used for any purpose other than natural resource conservation as provided in 10 U.S.C. § 2694a and incidental revenue-producing activities that are compatible with the use of the Property for conservation purposes, the title and interest in and to the portion of the premises so used shall revert to and become the property of the GRANTOR, at its option, and it shall have the immediate right of entry.

SUBJECT TO all valid and existing restrictions, reservations, covenants, conditions, and easements, including, but not limited to, rights-of-way for railroads, highways, pipelines, and public utilities, if any, whether of public record or not.

TO HAVE AND TO HOLD the Property granted herein to the GRANTEE and its successors and assigns, together with all and singular the appurtenances, rights, powers and privileges thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, or claim whatsoever of the GRANTOR, either in law or in equity, and subject to the terms, reservations, restrictions, covenants, and conditions set forth in this Deed.

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that the GRANTEE, by its acceptance of this Deed, agrees that, as part of the consideration for this Deed, the GRANTEE covenants and agrees for itself, its successors and assigns, forever, that this Deed is made and accepted upon each of the following covenants, which covenants shall be binding upon and enforceable against the GRANTEE, its successors and assigns, in perpetuity by the GRANTOR and other interested parties as allowed by federal, state or local law; that the notices, use restrictions and restrictive covenants set forth herein are a binding servitude on the Property herein conveyed and shall be deemed to run with the land in perpetuity; and that the failure to include the notices, use restrictions and restrictive covenants in subsequent conveyances does not abrogate the status of these notices, use restrictions and restrictive covenants as binding upon the GRANTEE, its successors and assigns:

1. CERCLA NOTICE

A. Pursuant to section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, (hereinafter "CERCLA") (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances, as defined in section 101(14) of CERCLA, and the time at which such substances were stored, released, or disposed of, is provided in Exhibit B, attached hereto and made a part hereof. Additional information regarding the storage, release, and disposal of hazardous substances on the Property has been provided to the GRANTEE, receipt of which the GRANTEE hereby acknowledges. Such additional information includes, but is not limited to, the following documents: Final Environmental Baseline Survey Report, Final Multi-Sites Investigation Report, Final Environmental Assessment and other documents as listed in Attachment 3 to the Finding of Suitability for Early Transfer dated August 2006.

B. Pursuant to section 120(h)(3)(A)(i)(III) of CERCLA, (42 U.S.C. § 9620(h)(3)(A)(i)(III)), a description of the remedial action taken, if any, on the Property is provided in Exhibit B. Additional information regarding the remedial action taken, if any, has been provided to the GRANTEE, receipt of which the GRANTEE hereby acknowledges. Such additional information includes, but is not limited to, the following documents: Final Closure Report – Environmental Restoration, Multi-Sites; Final Closure Report, Environmental Restoration, Pesticide Building #4126 and Ammunition Bunkers #2953, #2951 and #2950; Final Landfill 4 Investigation Report; BRAC HTRW Site Closure Report for Landfills 1, 2 and 3, Former Burn Area, Buildings 1962 and 1963, Grease Pits at the Camp Bonneville and Camp Killpack Cantonments, Former Sewage Pond and Hazardous Materials Accumulation Point and other documents.

2. RIGHT OF ACCESS

A. The GRANTOR retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which an environmental response action or corrective action is found to be necessary on the part of the GRANTOR, without regard to whether such environmental response action or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test-pitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the GRANTOR to meet its responsibilities under applicable laws and as provided for in this Deed. Such easement and right of access shall be binding on the GRANTEE, its successors and assigns, and shall run with the land.

B. In exercising such easement and right of access, the GRANTOR shall provide the GRANTEE or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this covenant, which notice may be severely curtailed or even eliminated in emergency situations. The GRANTOR shall use reasonable means, but without significant additional costs to the GRANTOR, to avoid and to minimize interference with the GRANTEE's and the GRANTEE's successors' and assigns' quiet enjoyment of the property. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the GRANTOR. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the GRANTEE nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the GRANTOR.

C. The GRANTOR and the GRANTEE agree that if any action of the GRANTOR's officers, employees, agents, contractors of any tier, or servants in the exercise of this right of access results in damage to the Property, the GRANTOR shall, at its sole discretion, make reasonable repairs to, or compensate for, such damage. In no event shall such repair, or compensation, exceed the fair market value of the damaged portion of the Property at the time immediately preceding such damage. The GRANTOR's liability under this clause shall be contingent upon the availability of, and shall not exceed, appropriations available for such payment and nothing contained in this Deed may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. In addition, the GRANTEE covenants for itself, its successors and assigns not to interfere with any response action or corrective action conducted by the GRANTOR on the Property.

D. The GRANTEE acknowledges that the United States of America has the same Right of Access as described herein and accepts the Property subject to the Right of Access.

3. "AS IS"

A. The GRANTEE acknowledges that it has inspected or has had the opportunity to inspect the Property and accepts the condition and state of repair of the Property. The GRANTEE understands and agrees that the Property and any part thereof is conveyed "AS IS" without any representation, warranty, or guaranty by the GRANTOR as to quantity, quality, title, character, condition, size, or kind, or that the same is in a condition or fit to be used for the purposes intended by the GRANTEE, and no claim for allowance or deduction upon such grounds will be considered.

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

4. HOLD HARMLESS

A. To the extent authorized by law, the GRANTEE, its successors and assigns, covenant and agree to indemnify and hold harmless the GRANTOR, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the notices, use restrictions, and restrictive covenants in this Deed by the GRANTEE, its successors and assigns, and (2) any and all claims, damages, and judgments arising out of, or in any manner predicated upon any failure to comply with the provisions in this Deed regarding asbestos and lead-based paint after the date of conveyance.

B. The GRANTEE, its successors and assigns, covenant and agree that the GRANTOR shall not be responsible for any costs associated with modifications or termination of the notices, use restrictions, and restrictive covenants in this Deed, including, but not limited to, any costs associated with additional investigation or remediation of asbestos or lead-based paint.

5. ENVIRONMENTAL PROTECTION PROVISIONS

The GRANTEE shall neither transfer the Property, lease the Property, nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion of the Environmental Protection Provisions set forth in Exhibit C, attached hereto and made a part hereof, and shall require the inclusion of the said Environmental Protection Provisions in all subsequent deeds, easements, transfers, leases, or grant of any interest, privilege, or license in, on, of, or to the Property or any portion thereof.

6. NON-DISCRIMINATION

The Grantee covenants for itself, its successors, and assigns and every successor in interest to the Property hereby conveyed, or any part thereof, that the said GRANTEE and such

Commissioners for Clark County, Washington whose name is signed to the foregoing instrument and who acknowledged the foregoing instrument to be his free act and deed on the date shown, and acknowledged the same for and on behalf of Clark County, Washington.

Louise Darlene Richards
Notary Public

My commission expires: 1-26-08



EXHIBIT A

LEGAL DESCRIPTION

A parcel of land located in Sections 34 and 35 of Township 3 North, Range 3 East of the Willamette Meridian, and in Sections 1, 2, 3, and 10 of Township 2 North, Range 3 East of the Willamette Meridian, all in Clark County, Washington, more particularly described as follows:

BEGINNING at a 3 inch aluminum cap marking the southwest corner of Section 34 Township 3 North, Range 3 East, Willamette Meridian; thence South $88^{\circ} 25' 57''$ East, 2,635.07 feet along the south line of the southwest quarter (SW $\frac{1}{4}$) of said Section 34 to a $\frac{3}{4}$ inch aluminum cap marking the south quarter corner of said Section 34; thence North $02^{\circ} 00' 17''$ East, 2,648.35 feet along the west line of the southeast quarter (SE $\frac{1}{4}$) of said Section 34 to a $\frac{1}{2}$ inch iron rod with yellow plastic cap marked "Hart 12974" marking the center of said Section 34 per that record of survey recorded in book 39 of Surveys at page 34, Records of Clark County, Washington; thence South $88^{\circ} 11' 19''$ East, 2,643.06 feet along the north line of the southeast quarter (SE $\frac{1}{4}$) of said Section 34 to the east quarter corner of said Section 34, as calculated per that Record of Survey recorded in Book 21 of Surveys, at Page 132, Records of Clark County, Washington; thence North $02^{\circ} 11' 12''$ East, 2,637.25 feet along the west line of the northwest quarter (NW $\frac{1}{4}$) of Section 35 to a 3 inch brass cap marking the northwest corner of said Section 34, being also the northeast corner of Section 35, Township 3 North, Range 3 East; thence South $88^{\circ} 07' 36''$ East, 2,644.51 feet along the north line of the northwest quarter (NW $\frac{1}{4}$) of said Section 35 to a $\frac{3}{4}$ inch aluminum cap marking the north quarter corner of said Section 35; thence South $88^{\circ} 07' 57''$ East, 2,644.52 feet to the northeast corner of said Section 35, said corner having a witness corner marked by a 3 inch brass cap bearing North $02^{\circ} 13' 29''$ East, 5.00 feet, as set per that Record of Survey recorded in Book 21 of Surveys, at Page 132, Records of Clark County, Washington; thence South $02^{\circ} 13' 29''$ West, 5,196.56 feet along the east line of said Section 35, to a 3 inch brass cap marking the southeast corner of said Section 35, being also the southwest corner of Section 36, Township 3 North, Range 3 East, as calculated per that Record of Survey recorded in Book 21 of Surveys, at page 132, records of Clark County, Washington; thence South $89^{\circ} 00' 11''$ East, 5,286.83 feet along the south line of said Section 36, to a 3 inch brass cap marking the southeast corner of said Section 36, being also the northeast corner of Section 1, Township 2 North, Range 3 East; thence South $01^{\circ} 10' 01''$ West, 5,302.22 feet along the east line of said Section 1, to a 3 inch brass cap marking the southeast corner of said Section 1; thence North $88^{\circ} 46' 24''$ West, 5,266.51 feet along the south line of said Section 1, to a $\frac{1}{2}$ inch iron rod with yellow plastic cap marked "TBH PLS 10920" marking the southwest corner of said Section 1, per that Record of Survey recorded in Book 21 of Surveys, at Page 95, Records of Clark County, Washington, being also the southeast corner of Section 2, Township 2 North, Range 3 East; thence North $88^{\circ} 31' 25''$ West, 2,637.03 feet along the south line of the southeast quarter (SE $\frac{1}{4}$) of said Section 2, to a $\frac{7}{8}$ inch drill shaft marking the south quarter corner of said Section 2; thence North $88^{\circ} 40' 34''$ West, 2,621.18 feet to a $\frac{3}{4}$ inch aluminum cap marking the southwest corner of said Section 2, being also the northeast corner of Section 10, Township 2 North, Range 3 East; thence South $01^{\circ} 25' 00''$ West, 2,640.69 feet to a $\frac{3}{4}$ inch

aluminum cap marking the east quarter corner of said Section 10; thence North 89° 15' 33" West, 5,294.16 feet along the south line of the North half (N½) of said Section 10 to a 3½ inch brass cap marking the west quarter corner of said Section 10; thence North 01° 27' 42" East, 2,641.85 feet along the west line of the northwest quarter (NW¼) of said Section 10 to a 1¼ inch iron pipe marking the northwest corner of said Section 10, being also the southwest corner of Section 3, Township 2 North, Range 3 East, per that Record of Survey recorded in Book 17 of Surveys, at Page 87, Records of Clark County, Washington; thence North 00° 52' 55" East, 2650.31 feet along the west line of the southwest quarter (SW¼) of said Section 3, to a ¾ inch iron pipe marking the west quarter corner of said Section 3, per said Record of Survey in Book 17 of Surveys, at Page 87; thence North 00° 52' 57" East, 2,671.49 feet to the northwest corner of said Section 3, being also the southwest corner of Section 34, Township 3 North, Range 3 East and the **POINT OF BEGINNING**.

EXCEPT the north half of the southwest quarter of the southwest quarter (N½SW¼SW¼) of Section 3, Township 3 North, Range 3 East, Willamette Meridian, per that Record of Survey recorded in Book 23 of Surveys, at Page 91, Records of Clark County, Washington.

ALSO EXCEPT that tract of land conveyed to the Public, by Quit Claim Deed recorded under Auditor's File Book 24, Page 223 on August 29, 1894, in Clark County, Washington, being a portion of the southwest quarter of the northwest quarter (SW¼NW¼) of Section 3, Township 2 North, Range 3 East, of the Willamette Meridian, described as follows:

BEGINNING at the southwest corner of the northwest quarter (NW¼) of said Section 3; thence east along the south line of said northwest quarter (NW¼), 330 feet (20 rods); thence north parallel with the west line of said northwest quarter (NW¼), 264 feet (16 rods); thence west parallel with the south line of said northwest quarter (NW¼), 330 feet (20 rods), to the west line of northwest quarter (NW¼) of Section 3; thence south along said west line 264 feet (16 rods), to the **POINT OF BEGINNING**.

ALSO EXCEPT any portion lying within the right of way of Northeast 232nd Avenue, and

ALSO EXCEPTING any portion lying within the right of way of Northeast 68th Street.

This description contains 3,013 acres, more or less.

This description based on survey performed by Clark County, Washington 15 May 2006 as recorded in Book 56 of Surveys, at page 007, Records of Clark County, Washington. The Basis of Bearing is the south line of the southwest quarter of Section 34, Township 3 North, Range 3 East, Willamette Meridian, being held as South 88° 25' 57" East and distances are based on grid distances with a combined factor of 1.0000365 to obtain ground distances. Survey is based on the Washington State Plane Coordinate System, South Zone, NAD83/91 Adjustment.

EXHIBIT B

NOTIFICATION OF HAZARDOUS SUBSTANCE STORAGE, RELEASE OR DISPOSAL

Building Number	Name of Hazardous Substance(s)	Date of Storage, Release, or Disposal	Remedial Actions
	<p>4,4-dichlorodiphenotrichloroethant (DDT)</p> <p align="center">Lead</p>	<p align="center">Unknown</p>	<p>materials were moved to Building 1864, see above.</p> <p>Soil samples and an indoor floor sample were collected and tested for chlorinated pesticides and herbicides, PCBs, PPL metals (plus barium) and TPH (gasoline and diesel ranges). Test results on these samples indicate that pesticides (4,4-DDT, 4,4-DDD, 4,4-DDE, beta-BHC, lindane, 2,4-D, 2,4-DB, 2,4,5-T, and MCP), petroleum hydrocarbons, and several metals were detected but at concentrations below regulatory cleanup and background concentrations. Polychlorinated biphenyls were not detected at concentrations exceeding the laboratory reporting limit. Petroleum hydrocarbons were detected in floor samples above regulatory cleanup standards. Lead was detected in a surface soil sample above regulatory cleanup and background concentrations.</p> <p>Based on the floor and soil sample results, the building was dismantled and soil was excavated under the building footprint to a depth of 1-foot. Confirmatory samples were collected and test results show no analyte concentration above regulatory cleanup criteria. The building debris and excavated soils were disposed of at an off-site facility. The excavation was backfilled to grade.</p>
4475	Broad-leaf herbicides	Unknown	Pesticides were formerly stored in this building. The duration and volume of pesticide storage is not known.
Building 4475 (Maintenance Pit)	Lead	Unknown	<p>Six soil samples were collected from two borings advanced at the Maintenance pit. The soil samples collected at the drainage pit were tested, and the results showed unidentified hydrocarbons, VOCs, SVOCs and chlorinated pesticides at concentrations below regulatory criteria. No PCBs were detected in any of the samples. Several metals were detected above the regulatory cleanup concentration (arsenic, chromium, and lead) but below site-specific background concentrations with the exception of one sample, which had a lead concentration above background.</p> <p>In June 2000, all accessible lead-contaminated soils were excavated and disposed of at an off-site facility. The excavation was stopped to avoid undermining the building. Contaminated soil may be present beneath the</p>

EXHIBIT B

NOTIFICATION OF HAZARDOUS SUBSTANCE STORAGE, RELEASE OR DISPOSAL

Building Number	Name of Hazardous Substance(s)	Date of Storage, Release, or Disposal	Remedial Actions
			building. Potential contaminants may include petroleum hydrocarbons, VOCs, SVOCs, metals. The excavation was backfilled to grade.
Suspect Drum Burial Site (Drum Disposal Area)	Arsenic Barium Chromium Methoxychlor Toluene	Unknown	<p>An electromagnetic survey of the area identified anomalies. Soil borings were advanced in this area and samples collected. No SVOCs, PCBs, pesticides, or explosive compounds were detected in the samples, and there was no evidence of the presence of explosives. Petroleum hydrocarbons, certain VOCs, and metals were detected, but at concentrations below regulatory cleanup criteria and/or background concentrations.</p> <p>In 2000, the area was excavated to remove buried drums and debris (paint cans, corrugated metal, scrap metal and barbed wire). Twenty-six test pits were excavated to assess the area of drum disposal. Soil samples collected from the tests pits, and at some locations rainwater that accumulated in the pits, were tested. The soil sample test results indicate that toluene, arsenic, barium, chromium and methoxychlor exceeded regulatory cleanup criteria. The rainwater sample test results indicate that naphthalene, ethyl benzene, toluene, and lead above cleanup levels. A second EM survey was conducted to determine if buried objects could have caused or contributed to the contamination. Thirteen additional anomalies were identified and investigated by trenching. One excavation contained among other things, paint cans and paint. The other trenches contained scrap metal, reinforcement bars, barbed wire and firing point survey markers.</p> <p>Cleanup activities were initially conducted to address the debris, but later to address the organic compounds and metals detected in the test pits. Approximately 110 tons of soil and debris was excavated and disposed of at an off-site facility. Confirmatory sample results indicate all target analyte concentrations were either not detected or below regulatory cleanup criteria. The excavation was backfilled to grade.</p>
Former CS Gas Training Building (Former CS Gas Training Building Site)	Lead	Unknown	<p>Five soil borings were advanced in the area and soil samples were collected. Test results indicate that CS gas and cyanide were not detected. Semi-volatile organic compounds were detected but at concentrations below regulatory criteria. Lead was detected above regulatory cleanup and background criteria.</p> <p>In June 2000, contaminated soil excavation activities were commenced. The excavation extended to 3-feet below grade. Confirmatory sample test results indicate that all analyte concentrations were below MTCA cleanup criteria. The excavation was backfilled to grade and all contaminated soil was disposed of at an off-site facility.</p>

EXHIBIT B

NOTIFICATION OF HAZARDOUS SUBSTANCE STORAGE, RELEASE OR DISPOSAL

Building Number	Name of Hazardous Substance(s)	Date of Storage, Release, or Disposal	Remedial Actions
Ammunitions Storage Bunkers (Facility Nos. 2950, 2951, and 2953)	Lead	Unknown	<p>In 1998, fifteen sampling locations (nine at the largest magazine and three each at the two smaller magazines) were selected for the collection of surface and subsurface soil samples. A soil boring was also advanced at each magazine based on the results of the surface soil tests from soil samples collected from inside the magazines. Wipe samples were collected from the floors in each magazine. The soil samples collected from inside the magazines, and the wipe sample tests results show RDX (below reporting levels) and all the PPL metals except selenium and thallium in Building 2950. Arsenic, beryllium, cadmium, chromium, lead, and mercury were detected in the soil samples collected from inside the magazines at concentrations that exceed the MTCA cleanup criteria. Arsenic, beryllium, and cadmium concentrations were also above background levels. PETN was detected in one magazine; however, there is no established cleanup concentration for PETN. No organic compounds were detected above reporting limits in the surface soil samples collected outside the magazines. Arsenic, cadmium, chromium, and lead were detected at concentrations above MTCA cleanup criteria and background levels in the surface soil samples collected outside the magazines. In 2001, surface and subsurface soil samples were collected from Building 2953. PETN, picric acid, and 2,4-dinitrotoluene were detected in the surface soil samples at concentrations below MTCA cleanup criteria. No ordnance compounds or propellants were detected in the subsurface soil samples. Metals were detected in the surface soil samples. Arsenic and chromium were detected above MTCA cleanup criteria. Lead was detected above the MTCA cleanup criteria and background levels.</p> <p>In May 2001, contaminated soils at the three magazines were excavated to one foot below grade. Confirmatory samples were collected and the test results indicated no residual contaminants above regulatory criteria or background levels. The excavations were backfilled and the contaminated soil and wood from pallets inside the magazines were disposed of at an off-site facility. The interior surfaces of the magazines were cleaned.</p>
Remedial Action Unit 2A			
25Meter M60/Pistol Range	Lead	Unknown	Two soil samples collected from this site had lead concentrations of 136 mg/kg and 219 mg/kg.
25Meter Machine Gun Range	Lead	Unknown	The explosive residue (DNT) was detected in soil samples collected from the muzzle blast zone at concentrations that range from 4.9 mg/kg to 20 mg/kg, which are below regulatory criteria. Eleven soil samples had lead concentrations that ranged from 120 mg/kg to 26,300 mg/kg.

EXHIBIT B

NOTIFICATION OF HAZARDOUS SUBSTANCE STORAGE, RELEASE OR DISPOSAL

Building Number	Name of Hazardous Substance(s)	Date of Storage, Release, or Disposal	Remedial Actions
25Meter Record Fire Field Range	Lead	Unknown	Six soil samples collected from this site had lead concentrations that ranged from 150 mg/kg to 8,880 mg/kg.
Machine Gun Range- North	Barium and Lead	Unknown	Barium was detected in two soil samples at concentrations of 178 mg/kg and 200 mg/kg. Lead was detected in one soil sample at a concentration of 158 mg/kg.
Machine Gun Range- South	Barium and Lead	Unknown	Barium was detected in one soil sample at concentration of 192 mg/kg. Lead was detected in two soil samples at concentrations of 135 mg/kg and 423 mg/kg.
Infiltration Course-South	Lead	Unknown	Lead was detected in one soil sample at a concentration of 151 mg/kg.
Sub-machine Gun Range	Barium	Unknown	Barium was detected in one soil sample at a concentration of 133 mg/kg.
Field Firing Ranges 1 & 2	Lead	Unknown	Eight soil samples had lead concentrations that range from 125mg/kg to 7,150 mg/kg.
TF Range	Barium	Unknown	Barium was detected in one soil sample at a concentration of 163 mg/kg.
Combat Pistol Range	Lead	Unknown	Two soil samples contained lead at concentrations of 165 mg/kg and 785 mg/kg.
Close Combat Range	Barium	Unknown	Barium was detected in two soil samples at concentrations of 145 mg/kg and 227 mg/kg.
Rifle Ranges 1&2	Arsenic, Barium and Lead	Unknown	Arsenic and barium were detected in soil samples at 22.9 mg/kg and 202 mg/kg, respectively. Eighteen soil samples had lead concentrations that ranged from 130 mg/kg to 4,330 mg/kg.
Field Fire Rifle Ranges 1 & 2	Barium and Lead	Unknown	Soil test results show two samples with barium detected at concentrations of 146 mg/kg and 194 mg/kg. Two soil samples contained lead in concentrations of 149 mg/kg and 2,300 mg/kg.
Undocumented Pistol Range	Lead	Unknown	Lead was detected in one soil samples at a concentration of 154 mg/kg.
Remedial Action Unit 2B			
No sites			
Remedial Action Unit 2C			

EXHIBIT B

NOTIFICATION OF HAZARDOUS SUBSTANCE STORAGE, RELEASE OR DISPOSAL

Building Number	Name of Hazardous Substance(s)	Date of Storage, Release, or Disposal	Remedial Actions
Demolition Area 1 and Landfill 4	RDX 2,4-DNT Perchlorate Dichlorofluoromethane 1,1,1-TCA 1,1-DCE PCE	Unknown	<p>A site investigation (SI) was conducted in 1998-1999 4 to evaluate the potential for contamination resulting from past uses of the landfill. The SI included a UXO avoidance survey, geophysical survey, surface and subsurface sampling, and groundwater sampling. Test results of soil samples indicate concentrations of various metals. Only barium, copper, and chromium were detected at concentrations exceeding the regulatory/risk-based criteria. One or more SVOCs, insecticides, herbicides and VOCs were detected, but at concentrations below screening criteria. The only groundwater constituent detected at a concentration exceeding a screening level was RDX (44 ug/l). This compound was detected in the down-gradient well only.</p> <p>Surface water investigations of nearby streams were conducted in 1998 and 1999. Both investigations included the collection and analysis of stream water samples, which were extensively tested. Both investigations concluded that the activities conducted at the landfill do not appear to have affected the stream(s) investigated (primarily Lacamas Creek).</p> <p>In 2001, an expanded site investigation (ESI) of the landfill was conducted based on the previous detection of RDX. The ESI focused primarily on groundwater and included the installation of eight monitoring wells (one well could not be used because it was dry). Four quarterly rounds (July 2001, October 2001, January 2002, and April 2002) of groundwater sampling were conducted. Well samples were also collected in January 2003. Samples collected from the wells were tested for explosives residues, nitroguanidine, perchlorate ion, VOCs, SVOCs, organochlorine herbicides PPL metals (total and dissolved), total cyanide TPH and water quality parameters. Tests results indicate that explosives and propellants (2,4-DNT, RDX, and perchlorate) were detected in all but one monitoring well, and were also detected in the up-gradient well. These constituents were detected in concentrations exceeding screening criteria in the initial groundwater sampling rounds and the final sampling round. Dichlorofluoromethane, 1,1,1-TCA, 1,1-DCE, and PCE were also detected above screening levels.</p> <p>In 2004, approximately 5,000 cys of contaminated soil was removed (interim action) and disposed of at an off-site facility. The excavation was backfilled to grade. The monitoring wells at the site will be sampled on a quarterly basis.</p>

EXHIBIT B

NOTIFICATION OF HAZARDOUS SUBSTANCE STORAGE, RELEASE OR DISPOSAL

Building Number	Name of Hazardous Substance(s)	Date of Storage, Release, or Disposal	Remedial Actions
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Remedial Action Unit 3

No sites

The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or 'Superfund') 42 U.S.C. §9620(h). This table provides information on the storage of hazardous substances for one year or more in quantities greater than or equal to 1,000 kilograms or the hazardous substance's CERCLA reportable quantity (which ever is greater). In addition, it provides information on the known release of hazardous substances in quantities greater than or equal to the substances CERCLA reportable quantity. See 40 CFR Part 373.

Notes:

- 1) Sites and chemical compounds shown in bold type: records indicate that a CERCLA hazardous substance was stored, released, or disposed of at the identified facility at or above its reportable quantity.
- 2) Sites and chemical compounds not shown in bold type: records indicate a CERCLA hazardous substance was released or disposed of at the site/area indicated; however, the quantity is not known. These sites generally relate to a known or suspected release of a CERCLA hazardous substance that was detected at concentrations that require cleanup, the hazardous substance.
- 3) Chemical Abstract Service Registry Numbers:

Analyte	Case #	Reportable
Quantity (lbs)		
• Arsenic	7440382	1
• Barium	7440-39-3	-
• beta-BHC	319857	1
• Cadmium	7440439	1
• Chromium	440473	1

Acronyms:

CERCLA = Comprehensive Environmental Compensation liability Act
 CFR = Code of Federal Regulations
 CS = 2-chlorobenzalmalononitrile
 D = dichlorophenoxy acetic acid
 DB = dichlorophenoxy butyric acid
 DCE = dichloroethylene
 DDD = dichlorodiphenyldichloroethane
 DDE = dichlorodiphenyldichloroethylene
 DDT =dichlorodiphenyltrichloroethane
 DNT = 2,4-dinitrotoluene
 EM = electromegnetic
 ESI = expanded site investigation
 Lbs = pounds
 MCP = 2-(2-methyl-4-chlorophenoxy) propionic acid
 MTCA = Model Toxics Control Act
 PCB = polychlorinated biphenyls
 PCE = Tetrachloroethylene

EXHIBIT B

NOTIFICATION OF HAZARDOUS SUBSTANCE STORAGE, RELEASE OR DISPOSAL

Building Number	Name of Hazardous Substance(s)	Date of Storage, Release, or Disposal	Remedial Actions
	<ul style="list-style-type: none"> • Chlorobenzalmalononitrile 2698411 • 2,4-D 94757 • 2,4-DB 94826 • 1,1-DCE 75354 • 4,4-DDT 50293 • 4,4-DDD 72548 • 4,4-DDE 72559 • Dichlorofluoromethane 75434 • DNT 121142 • Lead 7439921 • Lindane 58999 • Methoxychlor 72435 • MCPP 7085190 • 2,4,5-T 93765 • 1,1,1-TCA 71556 • TCE 79016 • Toluene 108-88-3 • PCB 1336363 • PCE 127184 • Perchlorate 14797730 • RDX 121824 • Sodium hypochlorite 7681529 	<ul style="list-style-type: none"> - 100 - 5000 1 1 1 - 1000 1 1 - 100 1 1000 10 1 - - 100 	<ul style="list-style-type: none"> PETN = pentaerythritol tetranitrate PPL Metals = priority pollutant metals T = trichlorophenoxyacetic acid TCA = trichloroethane TCE = Trichloroethylene TPH = total petroleum hydrocarbons RDX = hexahydro-1,3,5-trinitro-1,3,5-triazine SVOC = semi-volatile organic compounds U.S.C. = United States Code U.S. EPA = United States, Environmental Protection Agency VOC = volatile organic compounds

EXHIBIT C

ENVIRONMENTAL PROTECTION PROVISIONS

1. LAND USE RESTRICTIONS

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

(1) **Residential Use Restriction.** The GRANTEE, its successors and assigns, shall use the Property solely for conservation of natural resources and not for residential purposes. For purposes of this provision, residential use includes, but is not limited to, single family or multi-family residences; child care facilities; and nursing home or assisted living facilities; provided, however, that residential purposes do not include multiple overnight stays associated with the Rustic Retreat Center and Outdoor School, day camping or overnight camping within existing or new buildings on the Property; provided further, however, that prior to the use of any buildings on the Property for such purposes, the responsible State of Washington and/or local government agency or agencies shall have made a written determination that the buildings are habitable and safe for such use under applicable state and/or local laws and regulations. Caretaker, security, and/or Parks & Recreation Department personnel wishing to live in existing buildings or newly-constructed buildings on the Property during remediation and post-remediation of the Property may not reside in such buildings until the responsible State of Washington and/or local government agency or agencies shall have made a written determination that such buildings are habitable and safe for such use under applicable state and/or local laws and regulations.

(2) **Ground Water Restriction.** The GRANTEE is hereby informed and acknowledges that there is limited contamination of the ground water under the Demolition Area 1/Landfill 4 area more particularly described in Exhibit D, attached hereto and made a part hereof. The GRANTEE, its successors and assigns, shall not have the right to access or use ground water underlying the Property for any purpose without the prior written approval of the Army and the Washington State Department of Ecology (hereinafter the "WDOE"). For the purpose of this restriction, "ground water" shall have the same meaning as in section 101(12) of CERCLA. The GRANTEE may, however, use the existing water systems at the Camp Killpack and Camp Bonneville cantonment areas and the caretaker's building for purposes of continuing to provide non-potable water to said facilities or for the provision of potable water provided that prior to use of said water systems for the provision of potable water, the responsible State of Washington and/or local government agency or agencies must make a determination that the water is suitable and safe for such use under applicable state and/or local laws and regulations. The GRANTEE shall have the right to develop other water systems, including those using groundwater underlying other areas of the Property, excluding the area underlying Demolition Area 1/Landfill

4 and the associated contaminant plume, provided, that the GRANTEE shall obtain the prior written approval of the WDOE and the Army.

(3) Excavation/Land Disturbance Restriction. The GRANTEE, its successors and assigns, shall not have the right to conduct, or permit others to conduct, any excavation or other intrusive activity on the Property, without qualified unexploded ordnance (hereinafter "UXO") personnel on staff or available and a Department of Defense (hereinafter "DoD") approved Explosives Safety Submission and/or explosives site plan.

(4) Public Access Restriction. The GRANTEE, its successors and assigns shall not have the right to provide access to the Property to members of the general public until such time as all remedial action necessary to protect human health and the environment with respect to hazardous substances remaining on the Property as of the date of this Deed, including munitions and explosives of concern (hereinafter "MEC"), has been taken and this restriction is modified or released by the GRANTOR. The restriction imposed herein shall not restrict the right of the GRANTEE, its successors and assigns to provide access to the Property to officers, employees, agents, and contractors of any tier for the purpose of conducting environmental remediation and MEC response actions. The GRANTEE covenants and agrees to construct and maintain a fence along the perimeter of the Property to control or restrict public access as needed. The GRANTEE further covenants and agrees to provide and maintain appropriate signage to inform its officers, employees, agents, and contractors of any tier and the general public about potential hazards on the Property.

(5) Notice of Archaeological Site and Preservation Covenant. In consideration of the conveyance of the Property that includes site 45-CL-318, and may include other as yet undiscovered archaeological sites on the Property, the GRANTEE hereby covenants on behalf of itself, its successors, and assigns at all times to the Washington State Historic Preservation Officer (hereinafter the "SHPO") to maintain and preserve site 45-CL-318 and all other as yet undiscovered archaeological sites in accordance with the provisions of the following paragraphs of this covenant.

- a. The GRANTEE, its successors or assigns shall notify the SHPO and the Cowlitz Indian Tribe in writing prior to undertaking any disturbance of the ground surface or any other action within 300 feet of the center of site 45-CL-318 that would affect its physical integrity. The center point of site 45-CL-318 is described as being located at 134810 E, 1150207 N, NAD 1983 HARN State Plane Washington South FIPS 4602 feet. Said site is more particularly described in Exhibit E, attached hereto and made a part hereof. Such notice shall describe in reasonable detail the proposed undertaking and its expected effect on the physical integrity of site 45-CL-318.
- b. For ground-disturbing activities other than remediation of MEC, the GRANTEE, its successors or assigns shall prepare and submit to the SHPO and the Cowlitz Indian Tribe a written assessment of project effects in advance of any ground-disturbing activity having moderate to high potential impacts within areas mapped as "20-100% probability" in the Clark County Archaeological Predictive Model Map, attached hereto as Exhibit F and

made a part hereof, and having slopes less than 5%. The assessment of project effects will describe the proposed undertaking in reasonable detail, discuss its expected effects upon recorded or unrecorded archaeological resources, and will conclude with recommendations concerning the need for additional archaeological survey or other actions to avoid or mitigate adverse effects to archaeological resources, taking into account previous cultural resource surveys at the Property and other recorded archaeological sites in close proximity to the proposed project.

- c. The GRANTEE, its successors or assigns shall make every reasonable effort to prohibit any person from knowingly or inadvertently disturbing any archaeological object or archaeological site, as defined in RCW 27.53.030. In the event that any archaeological object or archaeological site is knowingly or inadvertently disturbed, the GRANTEE, its successors or assigns shall immediately stop the activity causing the disturbance and make a reasonable effort to protect the archaeological object or archaeological site from further disturbance. The GRANTEE, its successors or assigns shall provide written notification to the SHPO and the Cowlitz Indian Tribe within one (1) working day of the discovery. Within fifteen (15) calendar days of the discovery, the GRANTEE, its successors or assigns shall provide to the SHPO and the Cowlitz Indian Tribe a Draft Site Treatment and Restoration Plan to describe the actions the GRANTEE, its successors or assigns will take to mitigate the damage, restore the site of discovery, and provide for the treatment and disposition of any archaeological resources recovered.
- d. Within thirty (30) calendar days of the SHPO's and Cowlitz Indian Tribe's receipt of notification provided by the GRANTEE, or its successors or assigns pursuant to paragraphs (a), (b), or (c) of this covenant, the SHPO and the Cowlitz Indian Tribe will respond to the GRANTEE, its successors or assigns in writing as follows:
 1. That the GRANTEE, its successors or assigns may proceed with the proposed undertaking without further consultation; or
 2. That the GRANTEE, its successors or assigns must initiate and complete consultation with the SHPO before it can proceed with the proposed undertaking.If the SHPO and the Cowlitz Indian Tribe fail to respond to the GRANTEE's or its successors' or assigns' written notice within thirty (30) calendar days of the SHPO's and the Cowlitz Indian Tribe's receipt of the same, then the GRANTEE may proceed with the proposed undertaking without further consultation.
- e. If the response provided to the GRANTEE, its successors or assigns by the SHPO and the Cowlitz Indian Tribe pursuant to paragraph d.2. of this covenant requires consultation with the SHPO and the Cowlitz Indian Tribe, then all parties will so consult in good faith to arrive at mutually-agreeable and appropriate measures that GRANTEE, its successors or assigns will employ to mitigate any adverse effects associated with the proposed undertaking. Pursuant to this covenant, any mitigation measures to which GRANTEE, its successors or assigns and the SHPO mutually agree shall be carried out solely at the expense of GRANTEE, its successors or assigns.

- f. The SHPO and the Cowlitz Indian Tribe shall be permitted at all reasonable times to inspect the Property in order to ascertain its condition and to fulfill their responsibilities hereunder.
- g. In the event that another Indian tribe should request consultation regarding activities described in paragraphs (a), (b), or (c) of this covenant, the GRANTEE, its successors or assigns shall consult with such tribes consistent with Washington state law and ordinances of the GRANTEE.
- h. In the event of a knowing violation of this covenant, and in addition to any remedy now or hereafter provided by law, the SHPO may, following reasonable notice to the GRANTEE, its successors or assigns, institute suit to enjoin said violation or to require the restoration of any archaeological site affected by such violation. The successful party shall be entitled to recover all costs or expenses incurred in connection with any such suit, including all court costs and attorney's fees.
- i. This covenant is binding on the GRANTEE, its successors, and assigns in perpetuity. Restrictions, stipulations, and covenants contained herein shall be inserted by the GRANTEE verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in site 45-CL-318 or any other portion of the Property.
- j. The failure of the SHPO to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.
- k. This covenant shall be a binding servitude upon the Property and shall be deemed to run with the land.
- l. Execution of this Deed shall constitute conclusive evidence that GRANTEE agrees to be bound by the foregoing conditions and restrictions and to perform the obligations herein set forth.

B. Modifying Land Use Restrictions.

(1) The GRANTEE shall prepare Long Term Operation and Maintenance Plans (hereinafter "LTO&M Plans") as required by the Prospective Purchaser Consent Decree between the GRANTOR and GRANTEE and Washington State Department of Ecology (hereinafter "WDOE") filed in the Clark County Superior Court. The LTO&M Plans shall identify any new land use restrictions or appropriate modifications to, or termination of, the land use restrictions established in this Deed based upon additional site characterization and remediation that will be completed pursuant to the Environmental Services Cooperative Agreement (hereinafter "ESCA") between the GRANTOR and the GRANTEE dated July 28, 2006, as modified. The LTO&M Plans must be reviewed by and agreed to by the GRANTOR and the Army prior to their submission to WDOE and must be approved by WDOE. Within 30 days of WDOE's approval

of a LTO&M Plan, the Army, GRANTOR and the GRANTEE shall prepare an appropriate instrument to revise, as necessary, the land use controls contained in this Deed to be consistent with those specified in the LTO&M Plan. This instrument shall be executed and recorded within 15 days of completion of the preparation of a mutually-satisfactory instrument.

(2) Nothing contained herein shall preclude the GRANTEE, its successors or assigns, from undertaking, in accordance with applicable laws and regulations and without any cost to the GRANTOR, such additional action necessary to allow for other less restrictive land use, groundwater, excavation/land disturbance or public access uses of the Property. Prior to such use of the Property, the GRANTEE, its successors or assigns shall consult with and obtain the approval of the GRANTOR, and, as appropriate, the State or Federal regulators, or the local authorities. Upon the GRANTEE's or its successors' or assigns' obtaining the approval of the GRANTOR and, as appropriate, state or federal regulators, or local authorities, the GRANTOR agrees to execute an instrument suitable for recordation in the local land records and modifying, as appropriate, the land use restrictions imposed hereunder. The recordation of any such instrument shall be the responsibility of the GRANTEE, or its successors or assigns and shall be accomplished at no additional cost to the GRANTOR.

(3) The GRANTEE, its successors and assigns, shall submit any requests for modifications to the land use restrictions set forth herein to the Army, GRANTOR and the WDOE, by first class mail, postage prepaid, addressed as follows:

Army: U.S. Army Engineer District, Seattle
ATTN: CENWS-RE
3015 NW 54th Street,
Seattle, WA 98107

GRANTOR: Pete Cappel
Department of Public Works
Clark County
Vancouver, Wa. 98666-5000

WDOE: Washington State Department of Ecology
Toxics Cleanup Program
P.O. Box 47600
Olympia, WA 98504-7600

2. ENVIRONMENTAL PROTECTION PROVISIONS BINDING AND ENFORCEABLE

The Environmental Protection Provisions in this Deed are binding on the GRANTEE, its successors and assigns and shall be included in subsequent deeds, shall run with the land, and are forever enforceable by the Grantor and appropriate regulatory agencies.

3. DISRUPTION OF REMEDIES PROHIBITED

Pursuant to section 120(h)(3)(C)(ii)(II), the GRANTEE covenants and agrees for itself, its successors, and assigns, that it shall not, nor shall it allow its sublessees, tenants, invitees or licensees to engage in activities that will disrupt any remedial investigation, response action, and/or oversight activities on the Property related to hazardous substances or MEC.

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

A. The GRANTEE is hereby notified that due to the former use of the Property as a military installation, the Property may contain MEC. The term "MEC" means specific categories of military munitions that may pose unique explosives safety risks and includes: (1) unexploded ordnance ("UXO"), as defined in 10 U.S.C. § 101(e)(5); (2) discarded military munitions ("DMM"), as defined in 10 U.S.C. § 2710(e)(2); and (3) munitions constituents (e.g. TNT, RDX), as defined in 10 U.S.C. § 2710(e)(3), present in high enough concentrations to pose an explosive hazard.)

B. The Property was previously used as an operational range for live-fire training or testing, open burning, and for open detonation of munitions. A munitions response was conducted in 1998 and 2000. Munitions response activities have not been completed. A summary of MEC discovered on the Property is provided in Exhibit G, attached hereto and made a part hereof.

C. If the GRANTEE, its successors or assigns, any subsequent owner, or any other person should find any MEC on the Property after response activities are completed, they shall immediately stop any intrusive or ground-disturbing work in the area or in any adjacent areas and shall not attempt to disturb, remove or destroy it, but shall immediately notify Local Law Enforcement so that appropriate explosive ordnance disposal personnel can be dispatched to address such MEC as required under applicable law and regulations and the ESCA. This requirement does not apply while conducting munitions response. During such munitions responses, any MEC encountered will be addressed per the procedures outlined in the DDESB-approved explosives safety submission and/or the explosives site plan.

D. Easement and Access Rights.

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

(2) In exercising this easement and right of access, the GRANTOR shall give the GRANTEE or the then record owner, reasonable notice of the intent to enter on the Property, except in emergency situations. The GRANTOR shall use reasonable means, without significant additional cost to the GRANTOR, to avoid and/or minimize interference with the GRANTEE's and the GRANTEE's successors' and assigns' quiet enjoyment of the Property. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the property at a reasonable charge to the GRANTOR. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the GRANTEE or its successors or assigns, for the exercise of the easement and right of access hereby retained and reserved by the GRANTOR.

(3) The GRANTOR and the GRANTEE agree that if any action of the GRANTOR's officers, employees, agents, contractors of any tier, or servants in the exercise of this right of access results in damage to the Property, the GRANTOR shall, at its sole discretion, either make reasonable repairs to or compensate for such damage. In no event shall such repair, or compensation, exceed the fair market value of the damaged portion of the Property at the time immediately preceding such damage. The GRANTOR's liability under this clause shall be contingent upon the availability of, and shall not exceed, appropriations available for such payment and nothing contained in this Deed may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The GRANTEE covenants and agrees for itself, its successors and assigns that it shall not cause or permit any interference with any munitions response action conducted by the GRANTOR on the Property

(4) The GRANTEE acknowledges that the Army has the same Access Rights as described above and accepts the Property subject to those Access Rights.

E. The GRANTEE acknowledges receipt of or access to the Administrative Record which contains MEC related documents.

5. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT

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

B. The following buildings on the Property have been determined to contain friable asbestos: 1828, 1864, 1930, 1934, 1980, and 4155. The GRANTEE agrees to undertake any and all asbestos abatement or remediation in the aforementioned buildings that may be required under applicable law or regulation at no expense to the GRANTOR. The GRANTOR has agreed to transfer said buildings to the GRANTEE, prior to remediation or abatement of asbestos hazards,

in reliance upon the GRANTEE's express representation and covenant to perform the required asbestos abatement or remediation of the said buildings.

C. The GRANTEE covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos. The GRANTEE agrees to be responsible for any future remediation or abatement of asbestos found to be necessary on the Property to include ACM in or on buried pipelines that may be required under applicable law or regulation.

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

6. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT (LBP) AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSES

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

B. The GRANTEE covenants and agrees for itself, its successors and assigns that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Property, as defined under 24 Code of Federal Regulations Part 35, without complying with this notice and covenant and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to conveyance is intended for residential habitation, the GRANTEE specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992), as amended.

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

EXHIBIT D

Demolition Area 1/Landfill 4

A parcel of land located in the northeast quarter (NE¼) of Section 35, Township 3 North, Range 3 East, Willamette Meridian, situate in Clark County, Washington; and more particularly described as follows:

Commencing at the north quarter corner of the said Section 35, thence south 08°10'13" east, a distance of 975.35 feet to the northwest (NW) corner of said parcel and the **TRUE POINT OF BEGINNING**; thence north 90°00'00" east, a distance of 500 feet; thence south 0°00'00" east, a distance of 100 feet; thence south 90°00'00" east, a distance of 100 feet; thence south 0°00'00" east, a distance of 600 feet; thence south 90°00'00" west, a distance of 500 feet; thence north 0°00'00" east, a distance of 100 feet; thence south 90°00'00" west, a distance of 100 feet; thence north 0°00'00" east, a distance of 100 feet; thence south 90°00'00" west, a distance of 100 feet; thence north 0°00'00" east, a distance of 400 feet; thence south 90°00'00" east, a distance of 100 feet; thence north 0°00'00" east, a distance of 100 feet to the **TRUE POINT OF BEGINNING**.

Contains 10.1 acres, more or less.

This description is based on GIS data used for a map known as figure 5.1 (page 5.3) which is attached to a report titled "Camp Bonneville, Site Specific Fact Sheets, Remedial Action Unit 3, Vancouver, Washington". The report was provided by Parsons for the U.S. Army Corps of Engineers, Seattle District and Huntsville Center (dated August 2005, Contract No DACA87-00D-0038, delivery order 0017).

Doc. 001930.

All Public Land Survey section corners and section lines are based on a record of survey (ROS) performed by the county surveyor of Clark County, Washington (dated May 15, 2006 and filed in Book 56, page 7). The basis of bearing according to said ROS is grid and adjusted to the Washington State Plane Coordinate System, south zone, NAD 83 (91). All distances are grid.

EXHIBIT E

Cultural Area 45-C1-318

A circular parcel of land located in the south half northeast quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$) and the southeast quarter (SE $\frac{1}{4}$) of Section 3, Township 2 North, Range 3 East, Willamette Meridian, Clark County, Washington; having a radius of 300 feet and with a location described as follows:

Commencing at the section corner common to Sections 3, 4, 9, and 10, Township 2 North, Range 3 East; thence north 22°00'34" west, a distance of 2,789.59 feet to the **CENTER** of the circle, said circle being the entire buffer area for Cultural Site 45-C1-318. Contains 6.5 acres, more or less.

This description is based on GIS data used for a report titled "Camp Bonneville, Site Specific Fact Sheets, Remedial Action Unit 3, Vancouver, Washington". The report was provided by Parsons for the U.S. Army Corps of Engineers, Seattle District and Huntsville Center (dated August 2005, Contract No DACA87-00D-0038, delivery order 0017).

Doc. 001940

All Public Land Survey section corners and section lines are based on a record of survey (ROS) performed by the county surveyor of Clark County, Washington (dated May 15, 2006 and filed in Book 56, page 7). The basis of bearing according to said ROS is grid and adjusted to the Washington State Plane Coordinate System, south zone, NAD 83 (91). All distances are grid.

Exhibit F



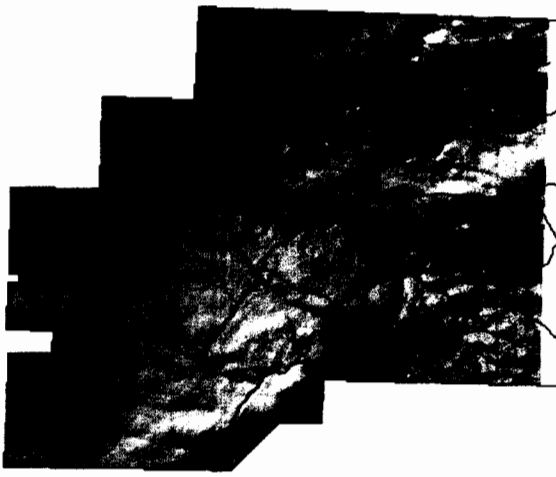

	
<p>1. 45-CL-318 shown in purple with 300' diameter. Clark County shall notify the SHPO in writing prior to undertaking any disturbance of the ground surface or any other action that would affect its physical integrity.</p>	<p>2. Clark County Archaeological Predictive Model. Colored areas are "20-100% probability areas"</p>
	
<p>3. Areas with less than 5% slope are shown in green.</p>	<p>4. Areas mapped as "20-100% probability" in the Clark County Archaeological Predictive Model Map and having slopes less than 5%. Clark County shall prepare and submit to the SHPO a written assessment of project effects in advance of any ground-disturbing activity having moderate to high potential impacts within these areas.</p>

EXHIBIT G

NOTIFICATION OF MUNITIONS AND EXPLOSIVES OF CONCERN			
Site	Site Description	Date of MEC Activity	Munitions Response Actions
<p>Unexploded Ordnance – Based on past reuse of the Property, the potential for MEC exists anywhere on site. Specific information regarding known target areas with higher likelihood of MEC is included below.</p>			
<p>Landfill 2 (Sewage Lagoons and Historic Landfill)</p>	<p>This landfill was discovered in 1978 during the construction of the sewage lagoon. The landfill may have been used from the 1940s to the 1950s; however, the type and quantity of material located at this site is unknown.</p>	<p>Unknown</p>	<p>A UXO avoidance/screening and electromagnetic survey identified pipes, vehicle parts, wiring and one undetonated 2.36-inch light anti-tank weapon, which was disposed of by the Ft Lewis EOD.</p>
<p>Demolition Area 3 (DA 3)</p>	<p>DA 3 is a surface depression that may be an excavation or possibly a detonation crater. The location is about 2000 feet upstream of the base boundary in Lacamas Creek Valley. The crater is approximately 20 feet in diameter and 10 feet deep. DA 3 is located west of the gas pipeline right-of-way that crosses Camp Bonneville. DA 3 may have been used for detonation of unwanted ordnance. The crater is situated several hundred feet south of Lacamas Creek in an area where the valley is wide and relatively flat. The ground surface at DA 3 is hummocky with seasonal wetland vegetation.</p>	<p>Unknown</p>	<p>Soil samples were collected from borings advanced immediately around the depression and from a nearby location where metallic debris (one drum and shell fragments) was found and later removed and disposed of. All soil samples were tested for explosives, perchlorate, and total metals. Test results of soil boring samples indicate no explosives or perchlorate concentrations above the testing instrument's reporting limit. Test results of soil samples collected from the former debris piles indicate no explosives, perchlorate, or picric acid. Metals were detected in samples collected from the borings and the debris pile but at concentrations at background levels and/or below screening or cleanup levels. Arsenic, barium, copper, and mercury were detected at concentrations that required a terrestrial ecological evaluation. The evaluation determined that these metals are not a potential threat to ecological receptors. No ordnance and explosives sampling and removal activities were conducted at this site, but a 37mm practice round was recovered from an old crushed burn barrel found at the site.</p>
<p>Small-arms Ranges – not considered/included as MEC</p>	<p>There are 21 small-arms ranges on the Property. For a description of the small-arms ranges see Table 1- Description of Property.</p>	<p>Unknown</p>	<p>The following is a general description of the investigations and remediations conducted at the 21 small-arms ranges.</p> <p>The U.S. Army Corps of Engineers (1997) prepared an archive search report (ASR) to collect information pertinent to the small-arms ranges at Camp Bonneville. The small arms ranges were investigated as part of the base-wide reconnaissance effort. As a result of this reconnaissance, a site investigation was conducted that consist of gridding the small-arms ranges and collecting soil samples. The soil samples were tested for total metals, perchlorate, explosives, and lead. Arsenic and barium were the only metals detected above background levels. Perchlorate was not detected in the soil samples. The compound 2, 4-dinitrotoluene (DNT) was the only explosive compound detected in the soil (small-arms range: 25M Machine Gun Range), and at concentrations that range from 4.9 to 20 mg/kg. The U.S. EPA Region 9 residential and industrial</p>

NOTIFICATION OF MUNITIONS AND EXPLOSIVES OF CONCERN

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			<p>use criteria for DNT in soil are 120 and 1,800 mg/kg, respectively. Some OE sampling and removal activities were conducted in the area of the small-arms ranges as part of a site-wide effort performed by UXB (1998).</p>
<p>Site-wide Actions</p>	<p>This site/area is RAU 3, which consists of all artillery and mortar firing points and safety fans. Collectively these sites cover most of the Property.</p> <p>OE removal actions were conducted at Training Areas 8 (TA 8) and Training Area 9 (TA 9). These areas are located southeast of the cantonment areas and include portions of Sub-caliber Range 1 and Machine Gun Range-North. See Figures 6 Remedial Action Unit 2A and Figure 11 Training Ranges 8 and 9 for the location of the aforementioned ranges.</p>	<p>Unknown</p>	<p>MEC characterization and removal activities have been conducted at Camp Bonneville. UXB International, Inc. (1998) conducted a site-wide OE sampling and removal action; UXB (2000) also conducted an OE sampling and removal action at Training Area 8 (TA 8) and at TA 9, and Parsons Engineering Science, Inc. (2004) completed a remedial investigation/feasibility study (RI/FS) of RAU 3. Two hundred and seven grids were established throughout the site. Each grid measured 100 x 100 feet (a total area of approximately 50 acres). UXO technicians investigated 2,468 anomalies finding 25 live UXO; 212.7 pounds of OE-related scrap, and 185 pounds of non-OE related scrap. As a result of this effort, UXB returned and conducted a sampling and removal action in an 18.9-acre area encompassing TA 8 and TA 9. In addition, UXB conducted a preliminary survey of 1.5 acres at Demolition Area 1. During this action, 106, 341 areas were excavated. Nine UXO items were removed and disposed of. In addition, 3,888 pounds of OE scrap and 683 pounds of non-OE scrap were removed. A total of 16,004 discrete reconnaissance data waypoints have been collected, analyzed, and mapped using digital technology and GIS geo-spatial analysis during the 2001/2002 site reconnaissance efforts. Over 2,400 acres of the 3,980 total acres were characterized for munitions and explosives of concern (MEC) and related activities. A solitary UXO item (105 mm artillery shell) was located in the Central Impact Target Area. A total of 58 inert munitions debris (MD) were located and recovered during the reconnaissance field efforts. The MD items included a total of 27 expended pyrotechnic devices, 7 expended smoke grenades, 9 expended practice 40mm projectiles, and 15 expended practice rockets and rocket motors.</p> <p>Depending upon the location of a training area, the training area may include undeveloped land, firing points and ranges. Ordnance and explosives removal actions were conducted in Training areas 8 and 9, which are located southeast of the cantonment areas, Figure 12. The August 2000 <i>Final Removal Report Ordnance and Explosives Removal Actions Camp Bonneville, Vancouver, Washington</i> indicates that TA 8 and TA 9 were impact areas 60mm and 81mm full-size practice rounds, 35mm light anti-tank weapon rounds, and 40mm practice grenades.</p>
Discarded Military Munitions			
<p>Demolition Area 1 and Landfill 4</p>	<p>This area, located in the north-central part of the Property, was a former</p>	<p>Unknown</p>	<p>A site investigation (SI) was conducted in 1998-1999 4 to evaluate the potential for contamination resulting from past uses of the</p>

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Site	Site Description	Date of MEC Activity	Munitions Response Actions
	<p>ordnance burn and ordnance detonation site and a landfill. The site slopes downward to the west, toward the north fork of Lacamas Cree which flows southward into the main branch of Lacamas Creek. Several patches of soil on the site surface were reported to have a pinkish-red hue and were generally devoid of vegetation. The cause of this discoloration was not known; however, similarly discolored soil had been reported at other sites where explosives contamination had been detected in shallow soil. A firebreak surrounds the area just outside of a barbed-wire fence line. Surface debris consisted primarily of metal scraps such as wiring, metal shards, and automobile parts. Vancouver Barracks reportedly used the site for the disposal of building demolition debris during the mid-1960s. In addition, the site has been used by a number of groups and agencies, including the Army, Portland Air National Guard (PANG), local fire departments and law-enforcement for training and disposal operations. Reportedly, the site has been used for the disposal of firearms, destruction of AIM 7E Sparrow Missiles and Mark 38 rocket motors, and for demolition training.</p>		<p>landfill. The SI included a UXO avoidance survey, geophysical survey, surface and subsurface sampling, and groundwater sampling. Test results of soil samples indicate concentrations of various metals. Only barium, copper, and chromium were detected at concentrations exceeding the regulatory/risk-based criteria. One or more SVOCs, insecticides, herbicides and VOCs were detected, but at concentrations below screening criteria. The only groundwater constituent detected at a concentration exceeding a screening level was RDX (44 ug/l). This compound was detected in the down-gradient well only.</p> <p>In 2001, an expanded site investigation (ESI) of the landfill was conducted based on the previous detection of RDX. The ESI focused primarily on groundwater and included the installation of eight monitoring wells (one well could not be used because it was dry). Four quarterly rounds (July 2001, October 2001, January 2002, and April 2002) of groundwater sampling were conducted. Well samples were also collected in January 2003. Samples collected from the wells were tested for explosives residues, nitroguanidine, perchlorate ion, VOCs, SVOCs, organochlorine herbicides PPL metals (total and dissolved), total cyanide TPH and water quality parameters. Tests results indicate that explosives and propellants (2, 4-DNT, RDX, and perchlorate) were detected in all but one monitoring well, and were also detected in the up-gradient well. These constituents were detected in concentrations exceeding screening criteria in the initial groundwater sampling rounds and the final sampling round. Dichlorofluoromethane, 1,1,1-TCA, 1,1-DCE, and PCE were also detected above screening levels.</p> <p>In 2004, approximately 5,000 cys of contaminated soil (metals and commercially available fireworks) was removed (interim action) and disposed of at an off-site facility. The excavation was backfilled to grade. The monitoring wells at the site will be sampled on a quarterly basis.</p>

Munitions Constituents

<p>Ammunitions Storage Bunkers (Facility Nos. 2950, 2951, and 2953)</p>	<p>These bunkers were constructed in 1976 to store various munitions. They range in size from 4 sq. ft. to 100 sq. ft. The magazines are fenced.</p>	<p>Unknown</p>	<p>In 1998, fifteen sampling locations (nine at the largest bunker and three each at the two smaller buakers) were selected for the collection of surface and subsurface soil samples. A soil boring was also advanced at each bunker based on the results of the surface soil tests from soil samples collected from inside the bunkers. Wipe samples were collected from the floors in each magazine. The soil samples collected from inside the bunker and the wipe sample tests results show RDX (below reporting levels) and all the PPL metals except selenium and thallium in Facility 2950. Arsenic, beryllium, cadmium, chromium, lead, and mercury were detected in the soil samples collected from inside the bunker at concentrations that</p>
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NOTIFICATION OF MUNITIONS AND EXPLOSIVES OF CONCERN

Site	Site Description	Date of MEC Activity	Munitions Response Actions
			<p>exceed the MTCA cleanup criteria. Arsenic, beryllium, and cadmium concentrations were also above background levels. PETN was detected in one bunker; however, there is no established cleanup concentration for PETN. No organic compounds were detected above reporting limits in the surface soil samples collected outside the bunker. Arsenic, cadmium, chromium, and lead were detected at concentrations above MTCA cleanup criteria and background levels in the surface soil samples collected outside the bunker. In 2001, surface and subsurface soil samples were collected from Facility 2953. PETN, picric acid, and 2,4-dinitrotoulene were detected in the surface soil samples at concentrations below MTCA cleanup criteria. No ordnance compounds or propellants were detected in the subsurface soil samples. Metals were detected in the surface soil samples. Arsenic and chromium were detected above MTCA cleanup criteria. Lead was detected above the MTCA cleanup criteria and background levels.</p> <p>In May 2001, contaminated soils at the three bunkers were excavated to 1-foot below grade. Confirmatory samples were collected and the test results indicated no residual contaminants above regulatory criteria or background levels. The excavations were backfilled and the contaminated soil and wood from pallets inside the bunker were disposed of at an off-site facility. The interior surfaces of the bunker were cleaned.</p>
Demolition Area 1 and Landfill 4	See Discarded Military Munitions	Unknown	See Discarded Military Munitions
Airstrip	The 4.5- acre airstrip is located along an open area near the main entrance.	Unknown.	No MEC was found during an investigation of this area.
Camp Bonneville Cantonment	This 5.1-acre area is comprised of buildings and open grassy areas.	Unknown.	No MEC was found during an investigation of this area.
Camp Killpack	This 5-acre area was previously used for troop barracks.	Unknown.	No MEC was found during an investigation of this area.
Bonneville Parade Ground	This is an open grassy area.	Unknown.	No MEC was found during an investigation of this area.

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Site	Site Description	Date of MEC Activity	Munitions Response Actions
OB/OD Areas	This 6.5-acre area consists of 3 demolition areas.	Unknown.	Subsurface removal action is completed at demolition area 1.
Target Area	These areas combine to be approximately 12 acres.	Unknown.	A potential MEC-risk was identified during investigation.
Central Impact Target Area	This 465-acre area was previously used as an artillery target area.	Unknown.	A MEC-risk was identified during investigation.
Firing Points	The 19-acre Firing Points area consists of 6 mortar firing points, 7 artillery firing points, 1 rifle grenade firing point and 1 3.5-inch rocket firing point.	Unknown.	No MEC was found during an investigation of this area.
West Side of Proposed Park	This 600-acre area was historically used as a maneuver area.	Unknown.	No MEC was found during an investigation of this area.
Roads and Trails	The roads and trails have been in use for approximately 35 years. No MEC risk has been identified.	Unknown.	No MEC was found during an investigation of this area.
Wildlife Management Area	This 2050-acre area was used as a former range fans and maneuver areas.	Unknown.	A potential MEC-risk was identified during investigation.
Current FBI Training Area	The parcel will continue to be used for FBI training until October 2006.	Unknown.	A potential MEC-risk was identified during investigation.
Designated Reuse Areas Located Outside the Park	This area includes a former combat pistol range.	Unknown.	A potential MEC-risk was identified during investigation.
Southwest Lacamas Valley	This 98-acre area was historically used for small arms training.	Unknown.	A potential MEC-risk was identified during investigation.

Notes:

- 1) Munitions and Explosives of Concern (MECs) distinguishes specific categories of military munitions that may pose unique explosives safety risks, means: (A) Unexploded Ordnance (UXO), as defined in 10 §101(e)(5); (B) Discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (C) Munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard.
- 2) See, Attachment I-Document List for documents that pertain to MECs.