

AFTER RECORDING  
RETURN TO:

Peter H. Haller  
Ater Wynne LLP  
Suite 1501, Two Union Square  
Seattle, WA 98101

Real Estate Excise Tax  
Ch. 11 Rev. Laws 1951  
EXEMPT  
Affd. # 0 Date 3-4-08  
For details of tax paid see  
Affd. # 0  
Doug Lasher  
Clark County Treasurer  
By LM  
Deputy

**EASEMENT AGREEMENT AND RESTRICTIVE COVENANT  
REGARDING ENVIRONMENTAL REMEDIATION**

GRANTOR: Heuvel Enterprises, LLC  
GRANTEE: BOC, a division of The BOC Group, Inc.  
LEGAL DESCRIPTION: NE ¼ of Section 12, T 2 North, R 1 East, W.M.  
(Abbreviated)  
ADDITIONAL LEGAL: See attached Exhibit A  
ASSESSOR'S TAX  
PARCEL NUMBERS: 099620-000 and 099620-010  
OTHER REFERENCES: Doc. No. 3557709 (Recorded on Dec. 17, 2002)

This Easement Agreement and Restrictive Covenant is entered into between the Grantor, Heuvel Enterprises, LLC, a Washington limited liability corporation, and BOC, a division of The BOC Group, Inc., the Grantee.

WHEREAS, the Grantor is the owner of certain real property (the "Property") located in Clark County, Washington, which is legally described in Exhibit A, and depicted in Exhibit B, which are attached hereto and incorporated herein, and

WHEREAS, the Grantee was a party to one or more administrative orders on consent ("Agreed Orders") issued by the U.S. Environmental Protection Agency ("EPA") which required the Grantee to perform environmental clean up and remediation at the Boomsnub/Airco Superfund Site ("Site") which Site includes the Property, and

WHEREAS, the Grantor previously entered into an easement agreement with the Grantee on November 4, 2002, which provided access to the Property for purposes of operating a

groundwater extraction and treatment system, which easement was recorded in the records of Clark County, Washington, on December 17, 2002, under recording number 3557709, and

WHEREAS, the Grantee and the EPA entered into a judicially approved consent decree ("Consent Decree") in the United States District Court for the Western District of Washington (Civil Action No. C07-5163 FDB) on June 29, 2007, which also requires the Grantee to continue to perform environmental clean up and remediation activities at the Site, and

WHEREAS, the Grantee requires continued access to the Property to perform the required environmental clean up and remediation activities, and

WHEREAS, the Grantor is willing to grant a right of access over the Property for the purposes of implementing, facilitating and monitoring the aforementioned environmental cleanup and remediation activities, and

WHEREAS, the Grantor is required to conduct its own groundwater monitoring program for contamination not related to the Site pursuant to a directive from the Washington Department of Ecology ("Ecology") under Voluntary Cleanup Program matter No. SW 0471 and Grantee is willing to cooperate with the Grantor to facilitate the Grantor's compliance with Ecology's requirement, and

WHEREAS, the Grantor is also willing to covenant to the Grantee, to the EPA and to Ecology that it will refrain from using the Property in any manner that would interfere with or affect the implementation, integrity or protectiveness of the environmental cleanup and remediation activities to be performed by the Grantee.

NOW, THEREFORE: for adequate consideration received it is agreed as follows:

1. The Grantor on behalf of itself, its successors, transferees and assigns hereby conveys to Grantee and its representatives, successors, transferees and assigns a non-exclusive easement to enter upon the Property at reasonable times for the purposes of undertaking and completing environmental clean up and remediation activities for as long as required, or as may be required, by the aforementioned Agreed Orders and Consent Decree. The activities of Grantee may include but are not limited to: (a) conducting and monitoring environmental cleanup and remediation work, (b) verifying data and information related to the work, (c) conducting investigations on the Property, (d) obtaining soil and ground water samples, (e) assessing the need for, planning and implementing additional actions at or near the Site, (f) assessing the implementation of quality control practices, (g) inspecting or copying records related to the work, (h) determining whether the Property is being used consistent with the terms of the restrictive covenant contained in Paragraph 3 herein, and (i) installing, maintaining and abandoning of ground water wells, pipeline or other remediation equipment or facilities. In undertaking its activities hereunder, the Grantee shall make reasonable efforts to avoid impacting the Grantor's development of the Property.
2. The Grantee agrees to permit the Grantor to have periodic access to monitoring well MW-9B for the purposes of sampling groundwater pursuant to the Ecology requirement referenced above.

The Grantor agrees to provide reasonable prior notice of its intent to sample to the Grantor's consultants and to observe all standard protocols in conducting the sampling and securing the well after the sampling event. The Grantor agrees to be responsible for any damage that it or its agents causes to well MW-9B.

3. The Grantor also grants the above described rights of access for the purposes herein to the EPA and its representatives, Ecology and its representatives and other appropriate parties as designated by the EPA.

4. The Grantor on behalf of itself, its successors, transferees and assigns covenants that it shall refrain from using the Property in any manner that would interfere with or adversely affect the implementation, integrity, or protectiveness of the environmental clean up and remediation activities for as long as these activities are being performed. The Grantor on behalf of itself, its successors, transferees and assigns further covenants that it shall not install ground water wells nor shall it use ground water beneath the Property for as long as environmental cleanup and remediation activities are being performed. The Grantor agrees that this covenant shall be effective upon execution and shall run with the land and be binding upon its successors, transferees and assigns and shall be enforceable by the Grantee, the United States on behalf of the EPA, Ecology or other appropriate parties designated by the EPA.

5. No right of access to the Property by the general public is granted hereunder.

6. The interpretation and performance of this Access Easement and Restrictive Covenant shall be governed by the laws of the United States, or if there is no such applicable federal law, then by the laws of the State of Washington.

7. If any provision of this Access Easement and Restrictive Covenant is found to be invalid or unenforceable, the remainder of its provisions shall not be affected thereby.

8. If there are two or more parties identified as Grantors herein, the obligations imposed by this document shall be joint and several. Any person(s) executing this Access Easement and Restrictive Covenant represent that he/she/they have the authority to do so on behalf of the Grantor.

IN WITNESS WHEREOF, the Grantor has executed this Access Easement and Restrictive Covenant on the 26 day of Sept, 2007.

HEUVEL ENTERPRISES, LLC

Daniel P. Heuvel

Its: \_\_\_\_\_

STATE OF Oregon )

COUNTY OF Multnomah )

I certify that I know or have satisfactory evidence that Daniel Heuvel is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the manager of HEUVEL ENTERPRISES, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9/26/07

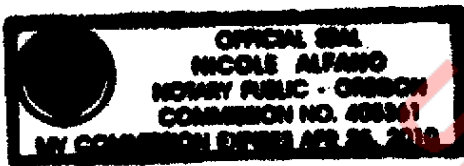
Nicole Alfano

Name: Nicole Alfano

Notary Public for the State of: Oregon

Residing at: Umpqua Bank - 15th & Beidler

My Commission expires: April 29, 2010



Unofficial Copy

EXHIBIT 'A'

DESCRIPTION:

A portion of Lots 3 and 1, SHORT PLAT Book 1, Page 701, a plat of record, situated in the Northeast quarter of Section 12, Township 2 North, Range 1 East, Willamette Meridian, Clark County, Washington, that tract of land being more particularly described below:

COMMENCING at the Northeast corner of said Lot 3 being on the South right of way line of N.E. 78<sup>th</sup> Street, also on the Westerly railroad right of way line of the Chelatche Prairie Railroad and being monumented by a 5/8 inch iron rod with a yellow plastic cap stamped "CLARK COUNTY SURVEYOR" which falls East 0.14 feet of the TRUE corner; thence, along said Westerly railroad right of way line, also being Southerly line of said Lot 3, along the arc of a 924.93 foot radius curve to the right through a central angle of 0°45'24" (chord bears South 36°42'09" West, 12.22 feet) a distance of 12.22 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "BUCKLES LS 30935" at the TRUE Point of Beginning; thence continuing along said Westerly railroad right of way line and said South line of Lot 3, along the arc of a 924.93 foot radius curve to the right through a central angle of 21°21'38" (chord bears South 47°45'40" West, 342.83 feet) a distance of 344.82 feet to the Southern most corner of said Lot 3, also being the Southeast corner of said Lot 1, being monumented by a 5/8 inch iron rod with a yellow plastic cap stamped "REPPETO LS 12136" which bears South, 0.16 feet from the TRUE corner; thence continuing along said Westerly railroad right of way line and the Southerly line of said Lot 1, South 58°26'29" West, a distance of 155.67 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "BUCKLES LS 30935" thence, North 31°33'31" West, a distance of 60.08 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "BUCKLES LS 30935"; thence, North 01°51'37" East, a distance of 157.32 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "BUCKLES LS 30935"; thence North 88°22'27" West, a distance of 8.00 feet to the Southwest corner of said Lot 3, also being the Northeast corner of said Lot 1, being monumented by a 5/8 inch iron rod with a yellow plastic cap stamped "REPPETO LS 12136", which bears North 0.17 feet from the TRUE corner; thence, along the West line of said Lot 3, North 01°51'37" East, a distance of 115.31 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "BUCKLES LS 30935"; thence, parallel with the North line of said Lot 3, South 88°21'17" East a distance of 417.22 feet to the TRUE Point of Beginning.

EXCEPT those portions conveyed to Clark County by deeds recorded under Auditor's File No. Nos. 8003120064, 9503170089, and 3522095.

