

4632392 MULTI

RecFee - \$131.00 Pages: 8 - ATER WYNNE LLP
Clark County, WA 1/5/10 2:27 PM

AFTER RECORDING
RETURN TO:

Peter H. Haller
Ater Wynne LLP
Suite 1501, 601 Union Street
Seattle, WA 98101-3981

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951
EXEMPT
Affd. # 0 Date 1.5.10
For details of tax paid see
Affd. # 0
Doug. Leeson
Clark County Treasurer
By KH
Deputy

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

GRANTOR: 7-Eleven, Inc., a Texas corporation
GRANTEE: Linde LLC
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 NUMBER: 099620- 005, 099620-007
CROSS REFERENCE: None

This Easement Agreement and Restrictive Covenant ("Agreement") is entered into between the Grantor, 7-Eleven, Inc., a Texas corporation, and Linde LLC, 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, which is attached hereto and incorporated herein, and which is depicted on Exhibit B, which is also attached hereto and incorporated herein.

WHEREAS, the Grantee's predecessor, BOC, Inc., was a party to one or more Administrative Orders on Consent ("Orders") issued by the U.S. Environmental Protection Agency ("EPA") which required BOC, Inc. to perform environmental clean up and remediation at the Boomsnub/Airco Superfund Site ("Site") which Site includes the Property, and

WHEREAS, BOC, Inc. and the EPA entered into a judicially approved consent decree ("Consent Decree") in the United States District Court Western District of Washington (Civil

Action No. C07-5163-FDB) on or about June 29, 2007, which will also require the Grantee to perform environmental clean up and remediation activities at the Site, and

WHEREAS, BOC, Inc. changed its name to BOC LLC effective December 12, 2007, and subsequently to Linde LLC, effective March 12, 2009.

WHEREAS, the Grantee, the EPA and the Washington Department of Ecology ("Ecology") require 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 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, with the understanding that Grantor will continue to operate its convenience store and retail gasoline sales operation and related activities.

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

1. The Grantor on behalf of itself and 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 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 and abandoning of ground water wells, pipeline, and other remediation equipment and facilities (collectively, the "Activities").
2. The Grantor also grants the above described rights of access for the purposes therein to the EPA and its representatives and Ecology and its representatives, as well as representatives of Clark County.
3. Notwithstanding anything herein to the contrary, Grantee agrees that it is not permitted to perform any tank or line tests or any other tests of any kind with respect to any of Grantor's underground gasoline tanks, dispenser lines and associated piping and fixtures.
4. To the extent practicable, Grantee shall provide Grantor with at least ten (10) days' notice prior to the commencement of the Activities on the Property.

5. In performing the Activities contemplated by this Agreement, Grantee shall:

- (a) to the extent possible, construct all installations below the finished ground line;
- (b) furnish all materials and perform all Activities in accordance with all applicable federal, state and local laws and regulations issued pursuant thereto ("Legal Requirements");
- (c) pay all costs for all materials and labor in connection with the Activities;
- (d) take all steps reasonably necessary (including, but not limited to, performance of the Activities during non-peak business hours with respect to any business on the Property) to prevent injury resulting from the Activities to persons or property and to allow the full utilization of the Property by 7-Eleven during the performance of the Activities, except as expressly limited herein;
- (e) upon completion of the Activities, permanently close any monitoring wells installed on the Property; and
- (f) in connection with the performance of the Activities, properly repair and/or restore any damage or disruption to any portion or portions of the Property (and restore, repair and/or replace any buildings, or other improvements or fixtures thereon which may have been inadvertently damaged, to the same or better condition and, if applicable, same grade level) existing before the commencement of any Activities, including, but not limited to, any necessary repairs to paving and landscaping.

6. The Grantor on behalf of itself and its successors, transferees and assigns, hereby 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, with the understanding that Grantor will continue to operate its convenience store and retail gasoline sales operation and related activities. The Grantor, on behalf of itself and its successors, transferees and assigns further covenants that it will not install ground water extraction well(s) nor shall it use ground water beneath the Property for potable purposes for as long as environmental cleanup and remediation activities are being performed. The Grantor agrees that this covenant shall take effect 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. The Grantor agrees to inform the Grantee of any release of a hazardous substance on the Property which must be reported by law to the EPA or Ecology.

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

8. Grantee shall indemnify, defend and hold Grantor harmless from and against any and all claims, suits, liabilities, expenses (including, without limitation, reasonable attorneys' fees and expenses), and damages for injury to persons (including death) or damage to property arising out

of, resulting from or in connection with (i) any act or omission of Grantee or its employees or agents on, or in connection with the Grantee's, or its employees' or agents', use of, the Property, (ii) Grantee's or its employees' or agents' failure to satisfactorily and timely perform or comply with any obligations herein to be performed or complied with by Grantee or (iii) any deposit or release of any hazardous substance or the existence of any hazardous condition (including, but not limited to, the release of petroleum or petroleum hydrocarbons or the existence of petroleum or petroleum hydrocarbon contamination), caused by or contributed to by Grantee or its employees or agents in connection with this Agreement.

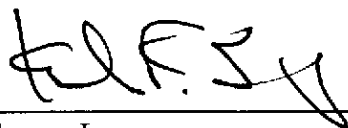
9. Notwithstanding anything herein to the contrary, Grantor expressly reserves any and all rights it may have with respect to any claims of any kind or nature which Grantor may have arising out of, or related to, any contamination affecting the Property which is or was caused by or contributed to by Grantee or its employees or agents, whether or not as a result of this Agreement.

10. Throughout the term of this Agreement Grantee shall, and shall cause its agents and contractors to, maintain commercial general business liability insurance coverage on an "occurrence" basis (endorsed to (i) include hazards of operations including explosion, collapse and underground coverage, independent contractor coverage, broad form property damage liability coverage, products/completed operations coverage, and contractual liability coverage and (ii) name Grantor as an additional insured), in a combined single limit amount of not less than \$1 million, with a general aggregate for all occurrences within such policy year of not less than \$1 million, in each case such limits to be maintained regardless of any payouts made thereunder. To the extent permitted by law, Grantee may satisfy its obligations and liabilities hereunder through participation in a program of self-insurance.

11. The interpretation and performance of this Agreement 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.

12. If any provision of this Agreement is found to be invalid or unenforceable, the remainder of its provisions shall not be affected thereby.

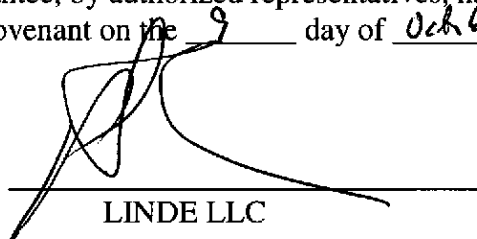
IN WITNESS WHEREOF, Grantor and Grantee, by authorized representatives, have executed this Easement Agreement and Restrictive Covenant on the 9 day of October, 2009.



7-Eleven, Inc.

KIRK F. SNIFF

Title - Attorney-in-Fact


LINDE LLC

Peter H. Garra

Title - Director, Real Estate

STATE OF TEXAS)

COUNTY OF DALLAS)

I certify that I know or have satisfactory evidence that Kirk F. Sniff 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 Attorney-in-fact of 7-ELEVEN, INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Nov. 11, 2009



Marlys L. Harris
Name: MARLYS L. HARRIS
Notary Public for the State of: TEXAS
Residing at: 9519 HILLVIEW DR, DALLAS, TX
My Commission expires: FEB. 9, 2012

STATE OF NEW JERSEY)

COUNTY OF UNION)

I certify that I know or have satisfactory evidence that Peter H. CARRA 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 Director Real Estate of LINDE LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Oct 9, 2009

Joanne M. Fantazier
Name: Joanne M. Fantazier
Notary Public for the State of: NEW JERSEY
Residing at: 39 Gaywood Ave, Colonia, NJ
My Commission expires: Jan 24, 2013

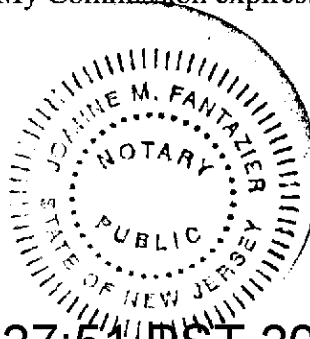


EXHIBIT A

Lot 2 of SHORT PLAT, according to the plat thereof, recorded in Book 1 of Short Plats, at page 701, under Auditor's File No. 8002270123, records of Clark County, Washington.

Situate in the County of Clark, State of Washington.
Corrected Dedication recorded under Auditor's File No. 8101220081.

EXCEPT that portion of the above described premises conveyed to Clark County, Washington, a municipal corporation, by Warranty Deed recorded June 21, 1995, under Auditor's File No. 9506210147 and described as follows:

A strip of land lying in the Northeast one quarter of Section 12, Township 2 North, Range 1 East of the Willamette Meridian, Clark County, Washington, said strip more particularly described as follows:

That portion of that certain parcel of land described in that Statutory Warranty Deed to John P. Thompson and Margaret A. Fuller, two of the Trustees of the Southland Employees Trust, under Trust Agreement dated December 30, 1974, the original of which is deposited in the offices of the Southland Corporation, Dallas, Texas Corporation recorded April 30, 1982, under Auditor's File No. 8204300134, Deed Records of Clark County, Washington, Serial No. 099620005, lying Northerly and Westerly of the following described line:

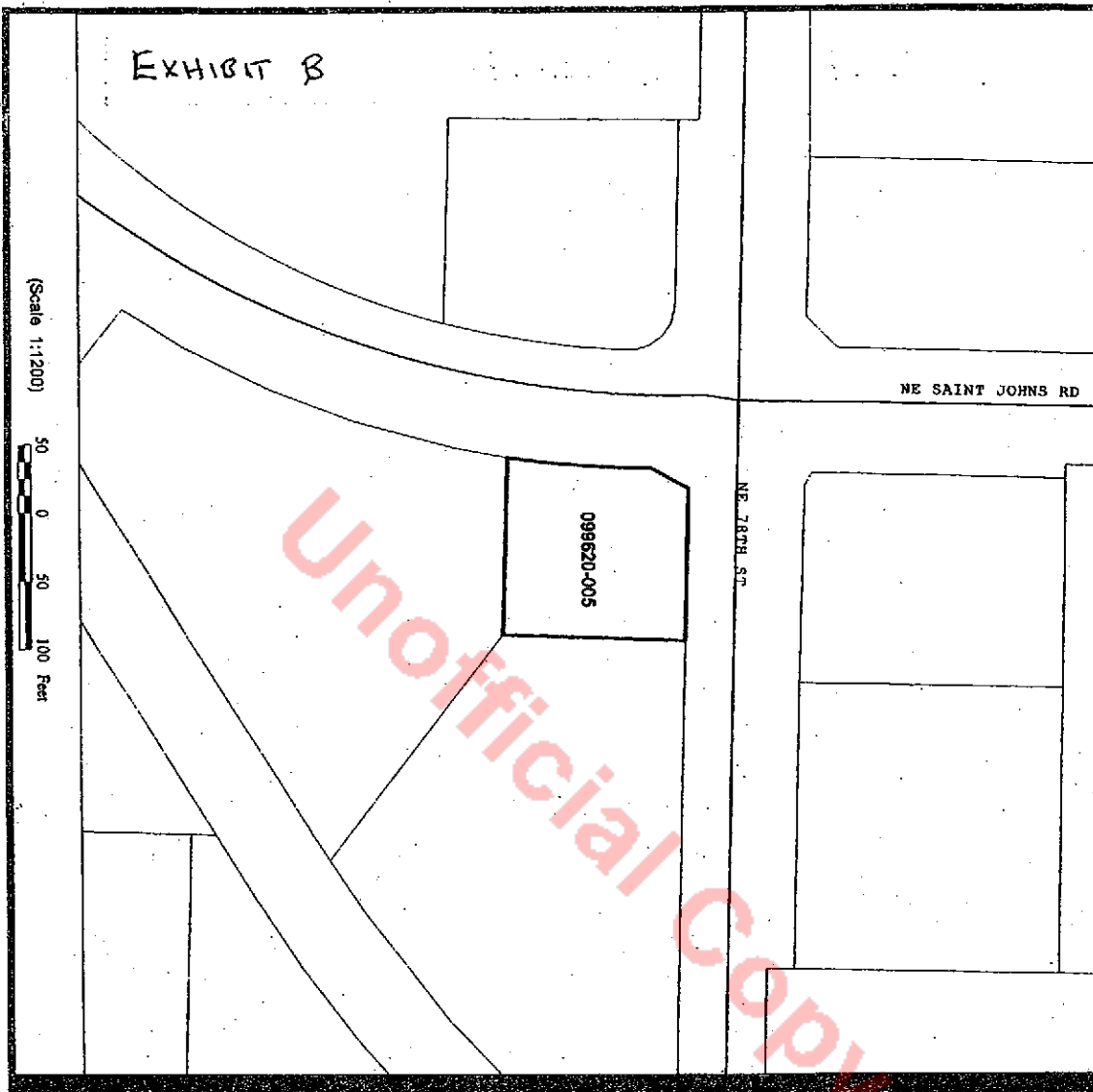
BEGINNING at a point 40 feet Southerly of, when measured at right angles or radially to, the centerline of N.E. 78th Street, attached at station 93+64.43; thence South 46°45'01" West 28.23 feet to a point; said point being 54 feet Easterly of, when measured at right angles or radially to, the centerline of N.E. St. John's Road; thence South 01°52'03" West 1.36 feet; thence along the arc of a 770.22 foot radius curve right through a central angle of 34°53'55" a distance of 469.14 feet to a point that bears South 19°19'00" West 461.92 feet from the last described point and there terminating.

A strip of land of varying width lying in the South one half of Section 1 and the North one half of Section 12, Township 2 North, Range 1 East, and the South one half of Section 6 and the North one half of Section 7, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington, the centerline of said strip being more particularly described as follows:

BEGINNING at a brass disk marking the North one quarter corner of Section 12, said Township and Range, said point being designated as Engineer's Station 79+72.30; thence South 88°22'25" East 1318.37 feet to a brass disk marking the intersection with N.E. St. John's Road; thence South 88°22'01" East 1318.22 feet

to a brass disk marking the Northeast corner of said Section 12; thence South 89°03'26" East 2742.42 feet to a brass disk marking the North one quarter corner of Section 7, said Township and Range and there terminating, all in Clark County, Washington.

Unofficial Copy



Serial Number: 099620-007
 Owner: 7 ELEVEN INC
 Address: 0

NE 1/4 of Section 12 T2R1E WM

Major Roads
 Easements
 Roads

Title Dept

Chicago Title Insurance Company

Plot Date: May 25, 2005
 Map produced by:
 Information shown on this map was collected from several sources. Neither Clark County or the agency producing this document accept responsibility for any inaccuracies that may be present.

