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RecFee - \$72.00 Pages: 11 - MEARS GRAMOR LLC
Clark County, WA 10/08/2009 11:09



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OCT 15 2009

DEPARTMENT OF ECOLOGY

After Recording Return to:
Scott Rose
Acting Unit Manager
SWRO Toxics Cleanup Program
Department of Ecology
PO Box 47775
Olympia, WA 98504-7775

Environmental Covenant

Grantor: Mears Gramor LLC
Grantee: State of Washington, Department of Ecology
Legal: #251 SEC 26 T3NR1EWM 2.32A
Tax Parcel No.: 186742-000
Cross Reference:

Grantor, Mears Gramor LLC, hereby binds Grantor, its successors and assigns to the land use restrictions identified herein and grants such other rights under this environmental covenant (hereafter "Covenant") made this 10th day of September, 2009 in favor of the State of Washington Department of Ecology (Ecology). Ecology shall have full right of enforcement of the rights conveyed under this Covenant pursuant to the Model Toxics Control Act, RCW 70.105D.030(1)(g), and the Uniform Environmental Covenants Act, 2007 Wash. Laws ch. 104, sec. 12.

This Declaration of Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Mears Gramor LLC, its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology").

A remedial action (hereafter "Remedial Action") occurred at the property that is the subject of this Covenant. The Remedial Action conducted at the property is described in the following document[s]:

1. Supplemental Site Characterization Report, May 12, 2005, prepared by Kleinfelder.
2. Feasibility Study and Disproportionate Cost Analysis, February 23, 2009, prepared by Kleinfelder.
3. First Quarter 2009 Groundwater Monitoring Report, April 27, 2009, prepared by Kleinfelder.

These documents are on file at Ecology's Olympia Office.

This Covenant is required because the Remedial Action resulted in residual concentrations of gasoline-range petroleum hydrocarbons that exceed the Model Toxics Control Act Method A Cleanup Level for soil established under WAC 173-340-900. As such, a conditional point of compliance has been established for groundwater at the site.

The undersigned, Mears Gramor LLC, is the fee owner of real property (hereafter "Property") in the County of Clark, State of Washington, that is subject to this Covenant. The Property is legally described in Exhibit A.

Mears Gramor LLC makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, as provided by law and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereafter "Owner").

Section 1.

1. No groundwater may be taken for any use from the Property.
2. A portion of the Property contains gasoline-contaminated soil located under the eastern portion of the southernmost building on the site. The Owner shall not alter, modify, or remove the existing structure[s] in any manner that may result in the release or exposure to the environment of that contaminated soil or create a new exposure pathway without prior written approval from Ecology. As part of this Covenant, long-term monitoring of the groundwater at conditional points of compliance is required to ensure that the residual contaminated soil does not impact groundwater over time. The groundwater shall be monitored at a frequency of every 18 months to account for seasonal variations. The Sampling and Analysis Plan detailing monitoring requirements is included as Exhibit B.

Section 2. Any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited.

Section 3. Any activity on the Property that may result in the release or exposure to the environment of a hazardous substance that remains on the Property as part of the Remedial Action, or create a new exposure pathway, is prohibited without prior written approval from Ecology.

Section 4. The Owner of the property must give thirty (30) day advance written notice to Ecology of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Remedial Action.


Section 5. The Owner must restrict leases to uses and activities consistent with the Covenant and notify all lessees of the restrictions on the use of the Property.

Section 6. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Covenant. Ecology may approve any inconsistent use only after public notice and comment.

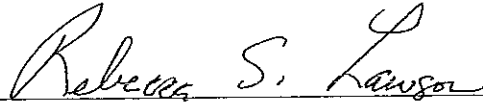
Section 7. The Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Remedial Action; to take samples, to inspect remedial actions conducted at the property, to determine compliance with this Covenant, and to inspect records that are related to the Remedial Action.

Section 8. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument may be recorded only if Ecology, after public notice and opportunity for comment, concurs.

Mears Gramor LLC, Washington limited liability company
By: Gramor MBV LLC, a Washington limited liability company
By: Gramor Investments, Inc., an Oregon corporation

By: 
Barry A. Cain, President

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY



Rebecca S. Lawson, P.E., LHG

Section Manager

Toxics Cleanup Program

Southwest Regional Office

Dated: 9/30/2009

[INDIVIDUAL ACKNOWLEDGMENT]

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20____, I certify that _____ personally appeared before me, and acknowledged that he/she is the individual described herein and who executed the within and foregoing instrument and signed the same at his/her free and voluntary act and deed for the uses and purposes therein mentioned.

Notary Public in and for the State of
Washington, residing at _____
My appointment expires _____

[CORPORATE ACKNOWLEDGMENT]

STATE OF OREGON
COUNTY OF WASHINGTON

On this 10th day of September, 2009, I certify that BARRY A. CAIN personally appeared before me, acknowledged that he is the PRESIDENT of the corporation that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument for said corporation.

Kristin Woods
Notary Public in and for the State of
Oregon, residing at
Portland
My appointment
expires May 19, 2010.

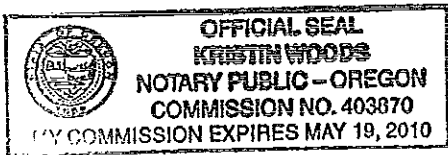


EXHIBIT "A"
LEGAL DESCRIPTION
"CENTER SQUARE"

A parcel of property situated in the Northwest quarter of Section 26, Township 3 North, Range 1 East of the Willamette Meridian in Clark County, Washington, described as follows:

COMMENCING at the Northeast corner of the Northwest quarter of said Section 26;

THENCE South $01^{\circ} 38' 18''$ West along the East line of said Northwest quarter a distance of 1383.00 feet;

THENCE North $88^{\circ} 21' 42''$ West a distance of 248.81 feet to the most Northerly point of that parcel vacated and conveyed to The Holland, Inc. by document recorded under Auditor's File No. 3983895, Clark County Deed Records and the TRUE POINT OF BEGINNING.

THENCE South $41^{\circ} 54' 24''$ West along the West line of said vacated parcel a distance of 75.72 feet to a point on a 469.00 foot radius curve to the left with a tangent bearing of South $06^{\circ} 24' 47''$ East into the curve at this point;

THENCE continuing along said West line around said 469.00 foot radius curve to the left a distance of 60.20 feet;

THENCE South $13^{\circ} 46' 02''$ East along said West line a distance of 367.91 feet to a point on a 169.00 foot radius curve to the left;

THENCE continuing along said West line around said 169.00 foot radius curve to the left a distance of 137.19 feet to the most Southerly point of said road vacation;

THENCE North $63^{\circ} 30' 16''$ East along the South line of said road vacation and the Easterly extension thereof a distance of 49.23 feet to the Westerly right-of-way line of N.E. 20th Avenue, said point being 50.00 feet from, when measured at right angles to the centerline thereof, as described in Exhibit "B" of that document recorded under Auditor's File No. 3972148, Clark County Deed Records, said point being on a 1350.00 foot radius curve to the left with a tangent bearing of North $08^{\circ} 57' 30''$ East into the curve at this point;

THENCE along said Westerly right-of-way line around said 1350.00 foot radius curve to the left a distance of 172.47 feet;

THENCE North $01^{\circ} 38' 18''$ East continuing along said Westerly right-of-way line a distance of 336.09 feet to a point on a 25.00 foot radius curve to the left;

THENCE continuing along said Westerly right-of-way line around said 25.00 foot radius curve to the left a distance of 37.98 feet to a point on the North line of that parcel conveyed to The Holland, Inc. as described in Exhibit "A" recorded under Auditor's File No. 3972148, Clark County Deed Records;

THENCE North $85^{\circ} 23' 50''$ West along the North line of said The Holland, Inc. parcel a distance of 125.56 feet to an angle point;

THENCE North $73^{\circ} 54' 17''$ West continuing along said North line and the Easterly extension thereof a distance of 51.34 feet to the TRUE POINT OF BEGINNING.

TRUE POINT OF BEGINNING

S 08°24'47" E
TANGENT BRG.

S 41°54'24" W
75.72'

N.E. 134th ST.

N 85°23'50" W 125.56'

$\Delta=87^{\circ}02'08''$
R=25.00'
L=37.98'

N 73°54'17" W
51.34'

$\Delta=07^{\circ}21'16''$
R=469.00'
L=60.20'

N.E. HIGHWAY 99

S 13°46'02" E 367.91'

N 01°38'18" E 336.09'

N.E. 20th AVENUE

$\Delta=07^{\circ}19'11''$
R=1350.00'
L=172.47'

$\Delta=46^{\circ}30'43''$
R=169.00'
L=137.19'

N 63°30'16" E
49.23'

TANGENT BRG.
N 08°57'30" E



NOT TO SCALE