

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

TERMINATION & RELEASE OF RESTRICTIVE COVENANT

Grantor: State of Washington, Department of Ecology
Grantee: Mears Gramor LLC
Legal: #251 SEC 26 T3NR1EWM 2.32A
Tax Parcel Nos.: 186742-000
Cross-Reference: Original Recording Number 4609176

Pursuant to the Model Toxics Control Act, Chapter 70.105D RCW (MTCA), the Uniform Environmental Covenants Act, RCW 64.70.100, and WAC 173-340-440, the State of Washington, Department of Ecology (Ecology) has determined, after public notice and comment, that the Environmental Covenant filed of record in Clark County under Auditor File Number 4609176 on October 8, 2009 between Mears Gramor LLC, a Washington limited liability company, as Grantor and Ecology as Grantee (the "Covenant") over the property legally described in Exhibit A, attached hereto and made a part hereof, is no longer necessary under MTCA and its implementing regulations, Chapter 173-340 WAC in order to protect human health and the environment. Ecology hereby consents to termination of the Covenant and relinquishes and quitclaims to Mears Gramor LLC, a Washington limited liability company, any and all rights it may have that were created by the Covenant.

This document is not a settlement under MTCA. Ecology's signature below does not constitute a covenant not to sue or a compromise of Ecology's authority or rights other than those rights created by the Covenant itself.

Dated this _____ day of _____, 2014.

CONSENT TO TERMINATION & RELEASE OF COVENANT

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Rebecca S. Lawson, P.E., LHG
Section Manager
Toxics Cleanup Program
Southwest Regional Office
Date:

STATE ACKNOWLEDGMENT

STATE OF WASHINGTON
COUNTY OF THURSTON

On this _____ day of _____, 2014, I certify that _____ personally appeared before me, acknowledged that she is the _____ of the state agency that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument for said corporation.

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

CONSENT TO TERMINATION & RELEASE OF COVENANT

The undersigned, Mears Gramor LLC, a Washington limited liability company, by Barry A. Cain, its President hereby consents to the release and termination of the above described Environmental Covenant.

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

By: [Signature]
Barry A. Cain, President

CORPORATE ACKNOWLEDGMENT

STATE OF OREGON
COUNTY OF WASHINGTON

On this 18th day of July, 2014, 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 Jennifer Woods
Notary Public in and for the State of Oregon, residing at Portland.
My appointment expires April 17, 2018.

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° 38' 18" West along the East line of said Northwest quarter a distance of 1383.00 feet;

THENCE North 88° 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° 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° 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° 46' 02" East along said West line a distance of 367.91 feet to a point on a 169.00 foot radius 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° 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 135.00 foot radius curve to the left with a tangent bearing of North 08° 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° 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" 1 recorded under Auditor's File No. 3972148, Clark County Deed Records;

THENCE North 85° 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° 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.

