



RECEIVED

JUL 06 2015

WA State Department
of Ecology (SWRO)

July 2, 2015

Scott Rose
Unit Supervisor Toxics Cleanup Program
Department of Ecology
PO Box 47600
Olympia, WA 98504-7600

Dear Scott:

Enclosed is the recorded copy of the Port's Environmental Covenant.

Please let me know if you have any questions.

It was a pleasure working with you and good luck with your new adventure!

Sincerely,

David Ripp
Executive Director

5188876 COV

RecFee - \$140.00 Pages: 19 - PORT OF CAMAS WASHOUGAL
Clark County, WA 07/01/2015 04:41



RETURN ADDRESS

Port of Camas-Washougal
24 South A Street
Washougal, WA 98671

Please print neatly or type information
Document Title(s)

Environmental Covenant

Reference Number(s) of related documents:

Additional Reference #'s on page _____

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

Port of Camas Washougal

Additional grantors on page _____

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

State of Washington, Dept. of Ecology

Additional grantees on page _____

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

Sec. 12 Sec 13 T1N R3E

Additional legal is on page _____

Assessor's Property Tax Parcel/Account Number

73134153

73134179

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

After Recording Return
Original Signed Covenant to:¹
Scott Rose
Toxics Cleanup Program
Department of Ecology
PO Box 47775
Olympia, Washington 98504-7775

RECEIVED

JUN 01 2015

**WA State Department
of Ecology (SWRO)**

Environmental Covenant

Grantor: Port of Camas-Washougal

Grantee: State of Washington, Department of Ecology

Brief Legal Description: A portion of the David Parker Donation Land Claim Number 48, situated in the southeast quarter of the southeast quarter of section 12, and in the northeast quarter of the northeast quarter of section 13, township 1 north, range 3 east of the Willamette Meridian, Clark County, Washington.

Tax Parcel Nos.: 73134153 and 73134179

RECITALS

- a. This document is an environmental (restrictive) covenant (hereafter "Covenant") executed pursuant to the Model Toxics Control Act ("MTCA"), Chapter 70.105D RCW and Uniform Environmental Covenants Act ("UECA"), Chapter 64.70 RCW.
- b. The Property that is the subject of this Covenant is part or all of a site commonly known as **Hambleton Bros Log Yard Site (Facility identification number 4399598)**. The Property is legally described in Exhibit A, and illustrated in Exhibit B, both of which are attached (hereafter "Property"). If there are differences between these two Exhibits, the legal description in Exhibit A shall prevail.
- c. The Property is the subject of remedial action under MTCA. This Covenant is required because residual contamination remains on the Property after completion of remedial actions. Specifically, the following principal contaminants remain on the Property:

Medium	Principal Contaminants Present
Soil	Residual-range organics (RROs), lead, mercury, polychlorinated biphenyls, and carcinogenic polycyclic aromatic hydrocarbons
Groundwater	Diesel-range organics and RROs
Surface Water/Sediment	N/A

- d. It is the purpose of this Covenant to restrict certain activities and uses of the Property to protect human health and the environment and the integrity of remedial actions conducted at the

¹ Some counties keep the original covenant, others don't. If the signed original is available, it must be sent to Ecology. If the signed original is not available, send a legible copy to Ecology.

site. Records describing the extent of residual contamination and remedial actions conducted are available through the Washington State Department of Ecology in the following documents:

- Remedial Action Completion Report. Prepared for Port of Camas-Washougal. Prepared by Maul Foster & Alongi, Inc., Vancouver, WA. May 13, 2013
 - Agreed Order No. DE 9935. Prepared the Port of Camas-Washougal. Prepared by the State of Washington Department of Ecology. June 2013
- e. This Covenant grants the Washington State Department of Ecology, as holder of this Covenant, certain rights specified in this Covenant. The right of the Washington State Department of Ecology as a holder is not an ownership interest under MTCA, Chapter 70.105D RCW or the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 USC Chapter 103.

COVENANT

The **Port of Camas-Washougal**, as Grantor and fee simple owner of the Property, hereby grants to the Washington State Department of Ecology, and its successors and assignees, (hereafter "Ecology") the following covenants. Furthermore, it is the intent of the Grantor that such covenants shall run with the land and be binding on all current and future owners of any portion of, or interest in, the Property.

Section 1. General Restrictions and Requirements.

The following general restrictions and requirements shall apply to the Property:

- a. **Interference with Remedial Action.** The Grantor shall not engage in any activity on the Property that may impact or interfere with the remedial action and any operation, maintenance, inspection or monitoring of that remedial action without prior written approval from Ecology.
- b. **Protection of Human Health and the Environment.** The Grantor shall not engage in any activity on the Property that may threaten continued protection of human health or the environment without prior written approval from Ecology. This includes, but is not limited to, any activity that results in the release of residual contamination that was contained as a part of the remedial action or that exacerbates or creates a new exposure to residual contamination remaining on the Property.
- c. **Continued Compliance Required.** Grantor shall not convey any interest in any portion of the Property without providing for the continued adequate and complete operation, maintenance and monitoring of remedial actions and continued compliance with this Covenant.
- d. **Leases.** Grantor shall restrict any lease for any portion of the Property to uses and activities consistent with this Covenant and notify all lessees of the restrictions on the use of the Property.
- e. **Amendment to the Covenant.** Grantor must notify and obtain approval from Ecology at least sixty (60) days in advance of any proposed activity or use of the Property in a manner that is inconsistent with this Covenant. Before approving any proposal, Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal. If Ecology approves the proposal, the Covenant will be amended to reflect the change.

Section 2. Specific Prohibitions and Requirements.

In addition to the general restrictions in Section 1 of this Covenant, the following additional specific restrictions and requirements shall apply to the Property.

a. Containment of Soil/Waste Materials.

The remedial action for the Property is based on containing contaminated soil under a cap consisting of two feet of clean soil overlaying a demarcation fabric or as approved in the soil maintenance and cap maintenance plan included as an appendix in the remedial action completion report. The cap locations are illustrated in Exhibit C. The primary purpose of this cap is to minimize the potential for contact with contaminated soil. As such, the following restrictions shall apply within the area illustrated in Exhibit C:

Any activity on the Property that will compromise the integrity of the cap including: drilling; digging; piercing the cap with sampling device, post, stake or similar device; grading; excavation; installation of underground utilities; removal of the cap; or, application of loads in excess of the cap load bearing capacity, is prohibited without prior written approval by Ecology. The Grantor shall report to Ecology within forty-eight (48) hours of the discovery of any damage to the cap. Unless an alternative plan has been approved by Ecology in writing, the Grantor shall promptly repair the damage and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.

b. Groundwater Use.

The groundwater within the area of the Property illustrated in Exhibit C remains contaminated and shall not be extracted for any purpose other than temporary construction dewatering, investigation, monitoring or remediation. Drilling of a well for any water supply purpose is strictly prohibited. Groundwater extracted from within this area for any purpose shall be considered potentially contaminated and any discharge of this water shall be done in accordance with state and federal law.

c. Monitoring.

A groundwater monitoring well (MW-7) is located on the Property to monitor the performance of the remedial action. The Grantor shall maintain clear access to these devices and protect them from damage. The Grantor shall report to Ecology within forty-eight (48) hours of the discovery of any damage to any monitoring device. Unless Ecology approves of an alternative plan in writing, the Grantor shall promptly repair the damage and submit a report documenting this work.

Section 3. Access.

a. The Grantor shall maintain clear access to all remedial action components necessary to construct, operate, inspect, monitor and maintain the remedial action.

b. The Grantor freely and voluntarily grants Ecology and its authorized representatives, upon reasonable notice, the right to enter the Property at reasonable times to evaluate the effectiveness of this Covenant and associated remedial actions, and enforce compliance with this Covenant and those actions, including the right to take samples, to inspect any remedial actions conducted on the Property, and to inspect related records.

c. No right of access or use by a third party to any portion of the Property is conveyed by this instrument.

Section 4. Notice Requirements.

a. **Conveyance of Any Interest.** The Grantor, when conveying any interest within the area of the Property described/illustrated in Exhibit C, including but not limited to title, easement, leases, and security or other interests, must:

- i. Notify Ecology at least thirty (30) days in advance of the conveyance.
- ii. Include in the conveying document a notice in substantially the following form, as well as a complete copy of this Covenant:

NOTICE: THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON [] AND RECORDED WITH THE CLARK COUNTY AUDITOR UNDER RECORDING NUMBER []. USES AND ACTIVITIES ON THIS PROPERTY MUST COMPLY WITH THAT COVENANT, A COMPLETE COPY OF WHICH IS ATTACHED TO THIS DOCUMENT.

- iii. Unless otherwise agreed to in writing by Ecology, provide Ecology with a complete copy of the executed document within thirty (30) days of the date of execution of such document.

b. **Reporting Violations.** Should the Grantor become aware of any violation of this Covenant, Grantor shall promptly report such violation to Ecology.

c. **Emergencies.** For any emergency or significant change in site conditions due to Acts of Nature (for example, flood, fire) resulting in a violation of this Covenant, the Grantor is authorized to respond to such an event in accordance with state and federal law. The Grantor must notify Ecology of the event and response actions planned or taken as soon as practical but no later than within 24 hours of the discovery of the event.

d. Any required written notice, approval, or communication shall be personally delivered or sent by first class mail to the following persons. Any change in this contact information shall be submitted in writing to all parties to this Covenant.

Port of Camas-Washougal Attn: David Ripp 24 South "A" Street Washougal, WA 98671 Phone contact: (360) 835-5560	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 Olympia, WA 98504-7600 (360) 407-6000
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As an alternative to providing written notice and change in contact information by mail, these documents may be provided electronically in an agreed-upon format at the time of submittal.

Section 5. Modification or Termination.

If the conditions at the site requiring a Covenant have changed or no longer exist, then the Grantor may submit a request to Ecology that this Covenant be amended or terminated. Any amendment or termination of this Covenant must follow the procedures in Chapter 64.70 RCW and Chapter 70.105D RCW and any rules promulgated under these chapters.


Section 6. Enforcement and Construction.

- a. This Covenant is being freely and voluntarily granted by the Grantor.
- b. Grantor shall provide Ecology with an original signed Covenant and proof of recording within ten (10) days of execution of this Covenant.
- c. Ecology shall be entitled to enforce the terms of this Covenant by resort to specific performance or legal process. All remedies available in this Covenant shall be in addition to any and all remedies at law or in equity, including Chapter 70.105D RCW and Chapter 64.70 RCW. Enforcement of the terms of this Covenant shall be at the discretion of Ecology, and any forbearance, delay or omission to exercise its rights under this Covenant in the event of a breach of any term of this Covenant is not a waiver by Ecology of that term or of any subsequent breach of that term, or any other term in this Covenant, or of any rights of Ecology under this Covenant.
- d. The Grantor, upon request by Ecology, shall be obligated to pay for Ecology's costs to process a request for any modification or termination of this Covenant and any approval required by this Covenant.
- e. This Covenant shall be liberally construed to meet the intent of the Model Toxics Control Act, Chapter 70.105D RCW and Uniform Environmental Covenants Act, Chapter 64.70 RCW.
- f. The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though such void provision had not been contained herein.
- g. A heading used at the beginning of any section or paragraph or exhibit of this Covenant may be used to aid in the interpretation of that section or paragraph or exhibit but does not override the specific requirements in that section or paragraph.

The undersigned Grantor warrants he/she holds the title to the Property and has authority to execute this Covenant.

EXECUTED this 19th day of May, 2015.

PORT OF CAMAS-WASHOUGAL



DAVID RIPP
EXECUTIVE DIRECTOR

Dated: 5-19-15

STATE OF WASHINGTON

DEPARTMENT OF ECOLOGY

Rebecca S. Lawson

Rebecca S. Lawson, P.E., LHG

Section Manager

Toxics Cleanup Program

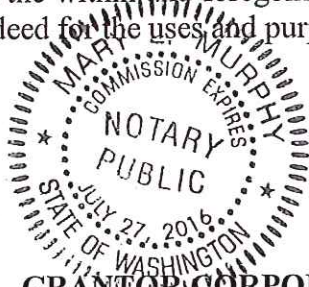
Southwest Regional Office

Dated: 6/1/2015

GRANTOR INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF Clark

On this 19 day of May, 2015, I certify that David Ripp 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.



Mary Murphy
Notary Public in and for the State of
Washington, residing at Vancouver.
My appointment expires 7-27-16.

GRANTOR CORPORATE ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20____, I certify that _____ personally appeared before me, acknowledged that **he/she** is the _____ 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/she** was authorized to execute said instrument for said corporation.

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

Exhibit A

LEGAL DESCRIPTION

EXHIBIT "A"
LEGAL DESCRIPTION

NEW PARCEL 2:

A Portion of the David Parker Donation Land Claim Number 48, situated in the Southeast 1/4 of the Southeast 1/4 of Section 12, and in the Northeast 1/4 of the Northeast 1/4 of Section 13, Township 1 North, Range 3 East of the Willamette Meridian, Clark County, Washington, being more particularly described as follows:

Beginning at a point on the East line of the David Parker Donation Land Claim Number 48 which bears North 87°36'08" West, 32.34 feet and South 22°17'56" West, 88.55 feet from the Southeast corner of said Section 12; thence along the East line of said Parker Claim, South 22°17'56" West, 180.88 feet to the historic mean low tide line of the Columbia River; thence along said line the following (18) courses: thence North 74°16'47" West, 12.50 feet; thence North 82°30'52" West, 56.25 feet; thence North 85°00'53" West, 60.05 feet; thence South 83°04'58" West, 34.34 feet; thence South 88°41'46" West, 46.61 feet; thence South 87°46'54" West, 52.12 feet; thence South 84°12'17" West, 55.26 feet; thence North 76°23'25" West, 123.81 feet; thence North 85°47'57" West 72.73 feet; thence North 79°12'03" West, 76.34 feet; thence North 82°14'54" West, 72.46 feet; thence North 81°48'28" West, 111.65 feet; thence North 73°50'20" West, 104.97 feet; thence North 76°21'38" West, 44.79 feet; thence North 88°04'37" West, 120.50 feet; thence North 89°04'55" West, 49.45 feet; thence North 82°34'33" West, 106.88 feet; thence North 79°20'55" West, 72.58 feet to an existing fence line and the line by boundary agreement recorded under Auditor's File Number 3413871, Clark County Deed Records; thence along said line, North 06°49'20" West, 130.02 feet to an angle point; thence continuing along said line, North 03°32'26" East, 204.17 feet to a point of non-tangent curvature; thence along the arc of a 277.00 foot radius curve concave to the Northeast, through a Central angle of 56°46'52" (Chord bears South 42°05'47" East, 263.41 feet) a distance of 274.51 feet to a point of compound curvature; thence along the arc of a 200.00 foot radius curve concave to the Northwest, through a Central angle of 67°32'13" (Chord bears North 75°44'41" East, 222.34 feet) a distance of 235.75 feet to a point of reverse curvature; thence along the arc of a 200.00 foot radius curve concave to the Southeast, through a Central angle of 55°53'54" (Chord bears North 69°55'31" East, 187.48 feet) a distance of 195.12 feet to a point of compound curvature; thence along the arc of a 2000.00 foot radius curve concave to the Southwest, through a Central angle of 17°10'53" (Chord bears South 73°32'06" East, 597.49 feet) a distance of 599.74 feet to a point of reverse curvature; thence along the arc of a 1200.00 foot radius curve concave to the Northeast, through a Central angle of 9°32'57" (Chord bears South 69°43'08" East, 199.76 feet) a distance of 200.00 feet to the Point of Beginning.

NEW PARCEL 3

A Portion of the David Parker Donation Land Claim Number 48, situated in the Southeast 1/4 of the Southeast 1/4 of Section 12, and in the Northeast 1/4 of the Northeast 1/4 of Section 13, Township 1 North, Range 3 East of the Willamette Meridian, Clark County, Washington, being more particularly

described as follows:

Beginning at a point on the East line of the David Parker Donation Land Claim Number 48 which bears North $87^{\circ}36'08''$ West, 32.34 feet and South $22^{\circ}17'56''$ West, 88.55 feet the Southeast corner of said Section 12; thence along the arc of a 1200.00 foot radius non-tangent curve concave to the Northeast, through a Central angle of $9^{\circ}32'57''$ (Chord bears North $69^{\circ}43'08''$ West, 199.76 feet) a distance of 200.00 feet to a point of reverse curvature; thence along the arc of a 2000.00 foot radius curve concave to the Southwest through a Central angle of $5^{\circ}47'10''$ (Chord bears North $67^{\circ}50'14''$ West, 201.89 feet) a distance of 201.97 feet; thence North $22^{\circ}17'56''$ East, 576.99 feet to the Southerly Right of Way line of State Route 14 as described by deed recorded under Auditors File Number 4709230, Clark County Deed Records; thence along said Right of Way line, along the arc of a 3670.00 foot radius curve concave to the Southwest, through a Central angle of $6^{\circ}17'18''$ (Chord bears South $71^{\circ}51'01''$ East, 402.58 feet) a distance of 402.78 feet to the East line of said Parker Donation Land Claim; thence along said line, South $22^{\circ}17'56''$ West, 598.61 to the Point of Beginning.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
Part I

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

GENERAL EXCEPTIONS

- A. Taxes or assessments which are not shown as existing liens by the public records.
- B. (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matters described (i), (ii) & (iii) are shown in the public records; (iv) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- C. Extended coverage exceptions as follows:
 - (1) Rights or claims of parties in possession not shown by the public records.
 - (2) Easements, claims of easement or encumbrances which are not shown by the public records.
 - (3) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises and which are not shown by the public records.
 - (4) Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished imposed by law and not shown by the public records.
- D. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges for sewer, water, electricity or other utilities, or for garbage collection and disposal.
- E. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
- F. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government, or riparian rights, if any.

SPECIAL EXCEPTIONS FOLLOW

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B
Part I

SPECIAL EXCEPTIONS

1. General taxes: First half delinquent May 1; Second half delinquent November 1:

Year:	2014
Amount Billed:	\$0.00
Amount Paid:	\$0.00
Amount Due:	\$0.00, plus interest and penalty if delinquent
Tax Account No.:	073134-179
Levy Code:	112000
Land:	\$4,128,400
Improvements:	\$0.00

- General taxes: First half delinquent May 1; Second half delinquent November 1:

Year:	2014
Amount Billed:	\$0.00
Amount Paid:	\$0.00
Amount Due:	\$0.00, plus interest and penalty if delinquent
Tax Account No.:	073134-153
Levy Code:	112000
Land:	\$2,382,700
Improvements:	\$0.00

2. The property herein described is carried on the tax rolls as exempt.

Note: Transfer to a non-exempt buyer may result in Prorated Supplemental property taxes for current year.

3. Assessments or LID's levied by the City of Washougal.
4. Evidence of the corporate existence of Port of Camas-Washougal must be submitted, together with evidence of the identity and authority of the officers thereof to execute the forthcoming instrument.
5. Any unrecorded leaseholds, right of vendors and holders of security interest on personal property installed upon said property, and right of tenants to remove trade fixtures at the expiration of the term.
6. Rights of the State of Washington in and to that portion of the premises, if any, lying below the line of ordinary high tide or ordinary high water of the Columbia River as said line exists today or may have existed in the past.
7. Any prohibition or limitation on the use, occupancy, or improvements of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.
8. The right of use, control, or regulation by the United States of America in exercise of power over commerce, navigation and fisheries.
9. Any question that may arise as to the location of the lateral boundaries of the tidelands or shorelands described herein.
10. Any question that may arise due to the shifting or change in the course of the Columbia River or due to the Columbia River having shifted or changed its course.
11. Unrecorded easements in favor of the City of Washougal lying within vacated streets of Parkersville, recorded in Volume A of Plats, page 7, records of Clark County, Washington.

12. Reservation of all existing and future rights to light view and air, together with the rights of access to and from the State Highway constructed on lands conveyed in Deed from the State of Washington:
Recorded: March 17, 1964
Recording No.: G 379782
13. Easement and the terms and conditions thereof:
Grantee: City of Washougal
Purpose: Pedestrian and emergency access to Columbia River
Affects: Vacated 2nd Street attached to Block 8
Recorded: March 22, 1999
Recording No.: 3082392
14. Boundary line adjustment, including the terms and conditions thereof, recorded under Auditor's File No. 3413871.
15. Development agreement, including the terms and conditions thereof, recorded May 25, 2012, recorded under Auditor's File No. 4857873 and amended by 5019502.
16. Matter's disclosed by ALTA/ACSM Survey by KC Development February 9, 2012, Job No. 445.11

END OF SPECIAL EXCEPTIONS

DEPARTMENT

- Vancouver, WA 98663

(360) 696-0621 - (503) 224-5971

This is not a survey. It is furnished as a convenience to locate the land indicated hereon with reference to streets and other land. No liability is assumed by reason of reliance hereon.

Portion of Section:

Township:

Range:

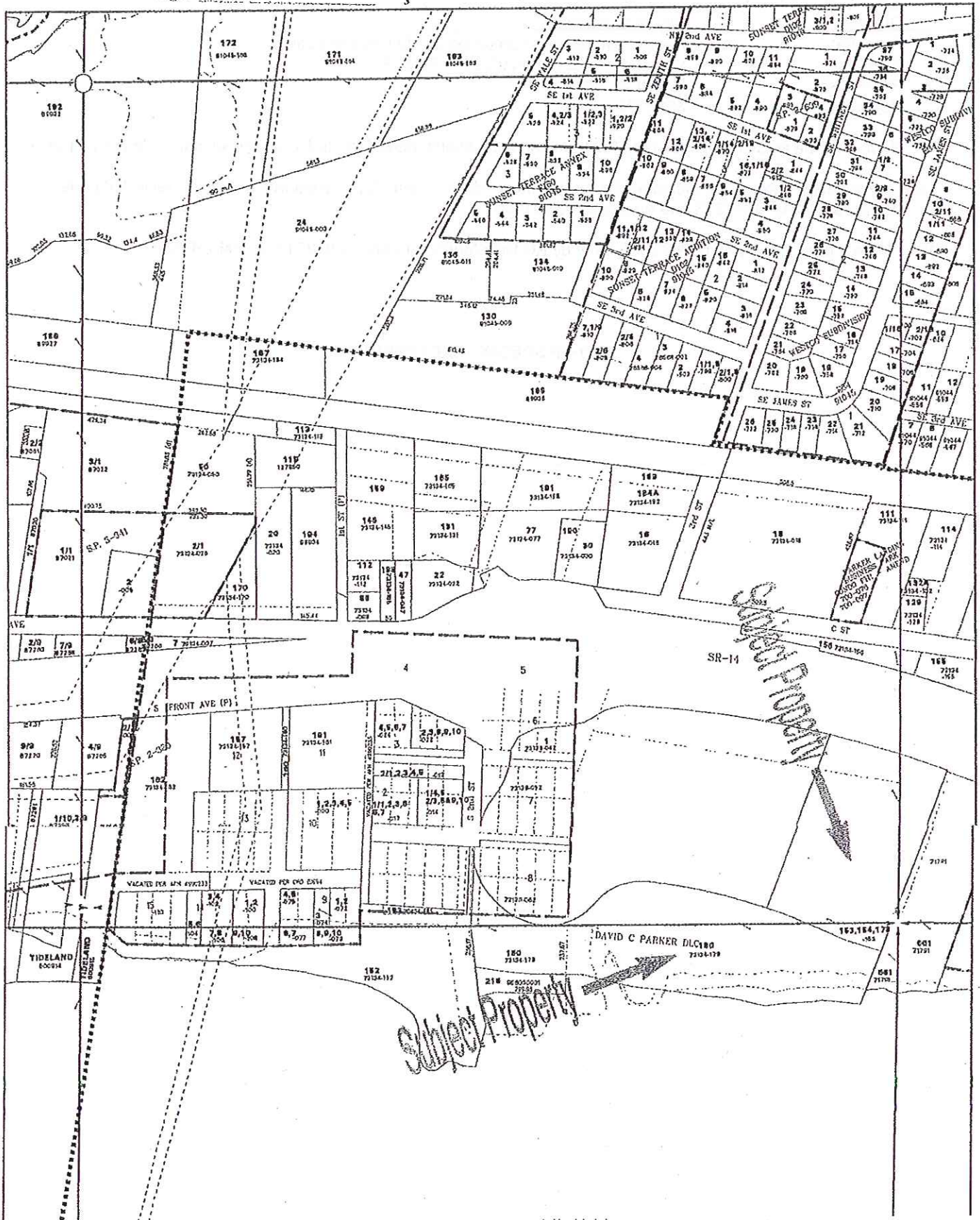


Exhibit B

PROPERTY MAP



Exhibit C

MAP ILLUSTRATING LOCATION OF RESTRICTIONS

