

1.6 Quit Claim Deed and Environmental Covenant

200101190200 9 pg
1-19-2001 10:19am \$16.00
PIERCE COUNTY, WASHINGTON

AFTER RECORDING RETURN TO:

Edward G. Hudson
Smith Alling Lane
1102 Broadway, #403
Tacoma, WA 98402

QUIT CLAIM DEED

Grantor: United States of America, Department of Energy, Bonneville Power Administration ("BPA")

Grantee: Occidental Chemical Corporation ("OCC")

Tax Parcel No.: 03-20-01-1-074

Related Documents: Consent Decree dated March 3, 1997 (Superior Court of Washington for Pierce County, Cause No. 97-2-06046-5); Easement Agreement between BPA and OCC dated 1/3/2001.

Notice of Building Restriction: The described property contains hazardous waste materials governed by a State of Washington Department of Ecology Consent Decree, and is deemed an unbuildable site under the zoning and land use documents of the City of Tacoma.

Abbreviated Legal Description: Full legal description stated below.

A PORTION OF GOVERNMENT LOTS 1 AND 2 OF SECTION 1, TOWNSHIP 20 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON, AND ALSO PART OF CHICAGO ROCK ISLAND AND PACIFIC ADDITION TO TACOMA, AS RECORDED IN VOLUME 10 OF PLATS AT PAGE 11, RECORDS OF SAID COUNTY, THAT LIES WITHIN THE BONNEVILLE POWER ADMINISTRATION (B.P.A.) COVINGTON - TACOMA NO. 2 TRANSMISSION LINE RIGHT-OF-WAY.

THIS DEED made this 3 day of JANUARY, 2001, between the UNITED STATES OF AMERICA, DEPARTMENT OF ENERGY, BONNEVILLE POWER ADMINISTRATION, hereinafter called Grantor, and OCCIDENTAL CHEMICAL CORPORATION, hereinafter called Grantee.

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ETN: 1050291 1-19-2001
Excise Tax Collected: \$0.00
Affidavit Processing Fee: \$2.00
Cathy Pearsall-Stirek CPO Pierce County Auditor
BY: ROBIN CAROVANO

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For reference only, not for re-sale.

NOW THEREFORE, the Grantor, for and in consideration of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00), the receipt whereof is hereby duly acknowledged, does hereby remise, release, and quitclaim unto the Grantee, its heirs, successors and assigns, subject to the restrictions and reservation described below, all Grantor's right, title, interest and claim in and to a parcel of land described as follows:

NEW PARCEL "B"

A PORTION OF GOVERNMENT LOTS 1 AND 2 OF SECTION 1, TOWNSHIP 20 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON, AND ALSO PART OF CHICAGO ROCK ISLAND AND PACIFIC ADDITION TO TACOMA AS RECORDED IN VOLUME 10 OF PLATS AT PAGE 11, RECORDS OF SAID COUNTY, THAT LIES WITHIN THE BONNEVILLE POWER ADMINISTRATION (B.P.A.) COVINGTON -- TACOMA NO. 2 TRANSMISSION LINE RIGHT-OF-WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 1; THENCE SOUTH 87°32'46" EAST, ALONG THE NORTH LINE OF SAID SECTION 1, 165.91 FEET TO THE SOUTH ONE-QUARTER CORNER OF SECTION 36, TOWNSHIP 21 NORTH, RANGE 3 EAST; THENCE CONTINUING ALONG THE NORTH LINE OF SAID SECTION 1, SOUTH 88°14'34" EAST, 1149.13 FEET TO THE NORTHEAST CORNER OF SAID PLAT OF CHICAGO ROCK ISLAND AND PACIFIC ADDITION TO TACOMA; THENCE SOUTH 02°36'52" WEST, 44.67 FEET ALONG THE EAST LINE OF SAID PLAT, ALSO BEING THE EAST LINE OF VACATED FRANK STREET AS VACATED BY CITY OF TACOMA ORDINANCE NO. 26123 DATED JANUARY 13, 1998 AND THE POINT OF BEGINNING; THENCE SOUTH 87°38'49" EAST, 326.24 FEET ON A LINE PARALLEL WITH AND 8.0 FEET NORTH OF AN EXISTING CHAIN LINK FENCE, TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF TAYLOR WAY; THENCE SOUTH 47°52'03" EAST, 110.74 FEET ALONG SAID RIGHT-OF-WAY, TO THE WESTERLY RIGHT-OF-WAY LINE OF SR-509 AS ACQUIRED BY THE STATE OF WASHINGTON AS SHOWN ON STATE HIGHWAY PLANS FOR SR-509 MILWAUKEE WAY TO TAYLOR WAY ALIGNMENT/RIGHT-OF-WAY PLANS, SHEET NO. 36 OF 241; THENCE SOUTH 03°49'58" EAST, 153.44 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO STATION NFR 124+63.01, LEFT 35 FEET FROM THE CENTERLINE OF SAID NFR LINE; THENCE SOUTH 40°23'11" WEST, 99.21 FEET ALONG THE NORTHWESTERLY RIGHT-OF-

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WAY LINE OF SR-509 OF SAID HIGHWAY PLANS TO THE SOUTH LINE OF SAID B.P.A. COVINGTON -- TACOMA NO. 2 TRANSMISSION RIGHT-OF-WAY AS SHOWN ON PLANS DATED MARCH 18, 1963, DRAWING NO. C-109-345-D1; THENCE NORTH 88°14'34" WEST, 368.17 FEET ALONG SAID B.P.A. RIGHT-OF-WAY LINE TO THE EAST LINE OF SAID PLAT OF CHICAGO ROCK-ISLAND AND PACIFIC ADDITION TO TACOMA, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF AFOREMENTIONED VACATED FRANK STREET; THENCE CONTINUING NORTH 88°14'34" WEST, 30.00 FEET ALONG SAID B.P.A. RIGHT-OF-WAY TO THE WEST LINE OF VACATED FRANK STREET AND THE EAST LINE OF BLOCK 3 OF SAID PLAT; THENCE SOUTH 02°36'52" WEST, 41.14 FEET ALONG SAID EAST LINE OF BLOCK 3 TO THE SOUTHEAST CORNER OF LOT 15 OF SAID BLOCK 3; THENCE NORTH 87°21'52" WEST, 46.89 FEET; THENCE NORTH 01°13'34" EAST, 346.66 FEET ALONG A LINE THAT IS PARALLEL WITH AND 15.5 FEET WESTERLY OF AN EXISTING CHAIN LINK FENCE, TO A LINE BEARING NORTH 87°38'49" WEST, FROM THE POINT OF BEGINNING, SAID LINE BEING PARALLEL WITH AND 8.0 FEET NORTH OF AN EXISTING CHAIN LINK FENCE; THENCE SOUTH 87°38'49" EAST, 85.29 FEET ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, AND COVENANTS OF RECORD.

CONTAINING 3.42 ACRES, MORE OR LESS.

SITUATE IN THE CITY OF TACOMA, PIERCE COUNTY, WASHINGTON.

Also, the Grantor conveys an easement for access to the above-described site over the existing BPA Tacoma substation access road to the site (or if the existing access is removed for any reason, then a substitute access). This easement is appurtenant to the above-described land and is further described as follows:

An existing paved roadway 18 feet in width on the northern portion of property owned in fee by the U.S. Department of Energy, Bonneville Power Administration, beginning in Government Lot 1 and ending in Government Lot 2, Section 1, Township 20 North, Range 3 East, Willamette Meridian, Pierce County, State of Washington as shown on the drawing copied from the Boundary Line Adjustment documents recorded under Pierce County Auditor File No. 200101195001 and marked Exhibit A.

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Restrictions. This property (hereinafter called the Property) is subject to the following restrictions:

1. The Property is subject to the Declaration of Restrictive Covenants, attached as Exhibit B hereto, which is incorporated by reference;
2. Any change in use or in the size of the engineered containment facility located on the Property and described in Exhibit A (as such engineered containment facility exists on the date of this Deed) requires the written concurrence of the Grantor; and
3. No equipment shall be used, nor activity undertaken, on the Property within 15 vertical feet of Grantor's electric transmission line conductors without first consulting Grantor who shall provide conditions for equipment use and activity.

Reservation. Reserving to the United States of America from Property so granted:

Reserving to the United States of America, Department of Energy, Bonneville Power Administration, and its assigns, a perpetual non-exclusive easement and right-of-way for the limited purposes of above-ground electric power transmission and communications across, upon, and over, all the above-described Property. This reservation includes the right to enter and to locate, construct, operate, maintain, repair, rebuild, upgrade, remove, and patrol the existing above-ground electric transmission facilities, as well as one or more future lines of poles or structures and appurtenances thereto, supporting above-ground conductors of one or more electric circuits of any voltage as well as above-ground communication facilities, together with the present and future right to keep the Property free and clear of all structures, trees, brush, vegetation, and fire hazards; provided that all such activities are consistent with the provisions of the Declaration of Restrictive Covenants attached hereto as Exhibit B. Grantor shall give Grantee at least ten (10) days prior written notice of any construction or removal of any facilities located on the Property. Furthermore, in the event that any of Grantor's activities actually or potentially compromise or threaten the integrity or operation of the engineered containment facility, or related monitoring wells, Grantor shall immediately cease such activities, notify Grantee regarding the situation as soon as reasonably possible, and restore, at Grantor's expense, any and all damaged areas to its original condition. All such notices shall be provided to Grantee at Occidental Chemical Corporation, Attn: Al Meek, Director, Environmental Affairs, Glenn Springs Holding, Inc., 2480 Fortune Drive, #300, Lexington, Kentucky 40509 (telephone: 1-859-543-2153; facsimile: 1-859-543-2171; e-mail: Al_Meek@oxy.com), or at such

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other addresses as Grantee may designate in writing to Grantee in the future. Title to trees and merchantable timber hereafter growing on the Property shall remain in the United States.

Grantor and Grantee do hereby release, protect, indemnify, and agree to hold the other party harmless from and against any and all liabilities, losses, damages, expenses, actions, and claims, including reasonable attorneys' fees and costs incurred in the defense thereof, arising directly or indirectly as a result of the acts or omissions of the indemnifying party, its servants, agents, licensees, invitees, employees, and contractors in connection with any use by such indemnifying party of the BPA Property or OCC Property pursuant to this Agreement; provided, however, that this paragraph does not purport to indemnify any party for damages arising out of or resulting from the negligence of the indemnified party, its agents, or employees.

It is also noted that:

Grantor and Grantee acknowledge that both have been named by the Environmental Protection Agency (EPA) as Potentially Responsible Parties (PRPs) at the Commencement Bay Nearshore/Tideflats Superfund Site, which includes the Property that is being transferred to Grantee, as described in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) § 120(h), 42 USC § 9620(h). Grantor and Grantee agree that this transaction meets all requirements for federal transfer of real property described in CERCLA § 120(h), including subsection (3).

Grantee agrees to release, protect, indemnify, and hold Grantor harmless from and against any environmental claims associated with the Property that arise out of release of hazardous substances occurring after the transfer of the Property to Grantee, including claims made pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 USC § 6901, the Resource Conservation and Recovery Act (RCRA), 42 USC § 6901, the Toxic Substances Control Act (TSCA), 15 USC § 2601, and related state statutes including the Washington Model Toxic Control Act, RCW 70, 105D, unless such releases were caused by Grantor or its servants, agents, licensees, invitees, employees, and/or contractors.

IN WITNESS WHEREOF, the Grantor, by its duly authorized representative has executed this deed pursuant to the delegation of authority promulgated in by the Acts of August 20, 1937 (50 Stat. 732, 16 USC § 832a), as amended, and October 23, 1962 (76 Stat. 1129, 40 USC § 319) and regulations, and delegations of authority issued pursuant thereto, the provisions of which have been met, having been determined that the conveyance is in the public interest and will not be adverse to the interests of the United States.

Dated at Portland, Oregon, this 3 day of January, 2001.

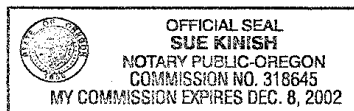
UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By: John R. Cowger
John R. Cowger
Manager for Real Property Services

STATE OF OREGON)
) : ss.
COUNTY OF MULTNOMAH)

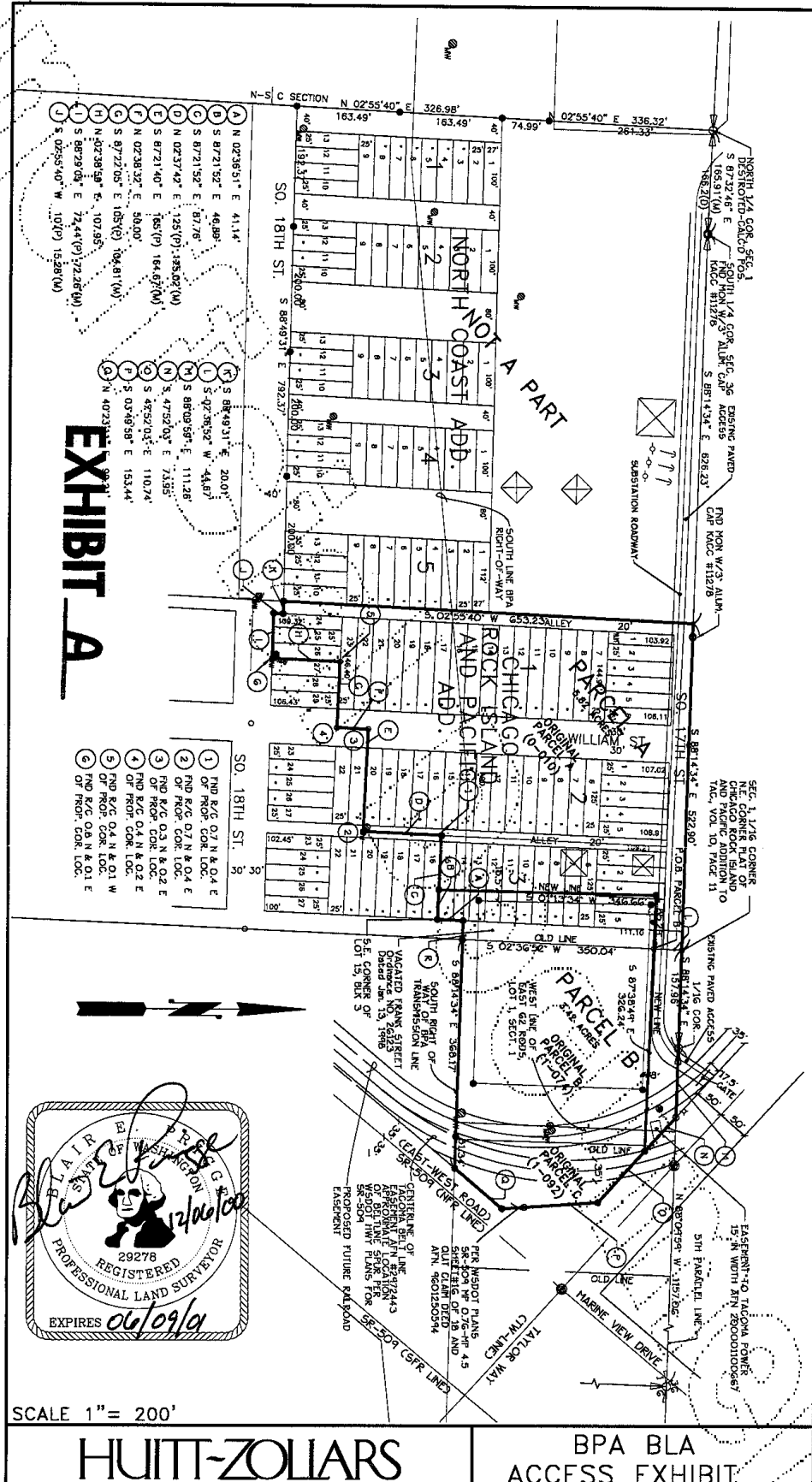
On this day personally appeared before me JOHN R. COWGER, to me known to be the Manager for Real Property Services, Bonneville Power Administration, who subscribed to and executed the within instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 3 day of January, 2001.



Sue Kinish
NOTARY PUBLIC for the State of Oregon
My Commission Expires 12-8-02

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Restrictive Covenant

EXHIBIT B DECLARATION OF RESTRICTIVE COVENANT

The Property that is the subject of this Restrictive covenant is the subject of remedial action under Chapter 70.105D RCW. The work done to clean up the Property (hereafter the "Cleanup Action") is described in Washington State Department of Ecology Consent Decree No. 97-2-06046-5, dated March 3, 1997 (Superior Court of Washington for Pierce County, and in attachments to the Decree. This Restrictive Covenant is required by WAC 173-340-440 because the Cleanup Action at the Site will result in residual concentrations of arsenic and lead which exceed Ecology's Method A, and C cleanup levels for Industrial soil established under WAC 173-340-745.

The Occidental Chemical Corporation ("OCC") is the fee owner of real property formerly a part of the Bonneville Power Administration ("BPA") Tacoma substation property in the county of Pierce, state of Washington (legal description attached in the Quit Claim Deed between BPA and OCC), hereafter referred to as the "Site."

As a result of the Cleanup Action, the Site includes an engineered containment facility including a multi-layer cap system, drainage system and monitoring system. This facility contains lime sludge (containing volatile organic compounds and asbestos) and metals-containing baghouse grit.

OCC makes the following declaration as to limitations, restrictions, and uses to which the Site 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 Site.

Section 1. the Site may be used only for Industrial uses as defined in and allowed under the city of Tacoma's Zoning Regulations codified in the Tacoma City code as of the date of this Restrictive Covenant.

Section 2. Any activity on the Site is prohibited that may interfere with or reduce the effectiveness of the Cleanup Action, operation and maintenance, monitoring, or other activity required by the Decree. Any activity on the Site that may result in the release of a hazardous substance that was contained as a part of the Cleanup Action is prohibited.

Section 3. The owner of the Site must give written notice to the Department of Ecology, or to a successor agency, of the owner's intent to convey any interest in the Site. No conveyance of title, easement, lease or other interest in the Site shall be consummated by the owner without adequate and complete provision for the continued operation, maintenance and monitoring of the cleanup Action.

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Section 4. The owner must notify and obtain approval from the Department of Ecology, or from a successor agency, prior to any use of the Site that may be inconsistent with the terms of this Restrictive Covenant. The Department of Ecology, or its successor agency, may approve such a use only after public notice and comments.

Section 5. The owner shall allow authorized representative of the Department of Ecology, or of a successor agency, the right to enter the Site at reasonable times for the purpose of evaluating compliance with the Cleanup Action Plan and the Order, to take samples, to inspect Cleanup Actions conducted at the Site, and to inspect records that are related to the Cleanup Action.

Section 6. The owner of the Site and owner's assigns and successors in interest reserve the right under WAC 173-340-730 and WAC 173-340-440 to record an instrument which provides that this Restrictive Covenant shall no longer limit the use of the Site or be of any further force or effect. However, such an instrument may be recorded only with the consent of the Department of Ecology or of a successor agency. The Department of Ecology or a successor agency may consent to the recording of such an instrument only after public notice and comment.

OCCIDENTAL CHEMICAL CORPORATION

By:

John Hildebrand, Director -- Real Estate

Dated: December 12, 2000

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