

## 6.5 Environmental Covenant



Recording requested  
By and after recording  
Return to:  
Pat Vernon  
Fred Meyer, Inc.  
P.O. Box 42121  
Portland, Oregon 97242

M-9036

(Space above this line for Recorder's use)

**DECLARATION OF RESTRICTIVE COVENANT**  
(Hazel Dall, Washington)

**Grantor:**

1. ROUNDUP CO., a Washington corporation

**Grantee:**

1. ROUNDUP CO., a Washington corporation

**Legal Description:**

1. Short Legal Description: SECTION 10, T2N, R1E, WM,  
CLARK COUNTY, WASHINGTON
2. Complete legal description is on Exhibit A of the document

**Assessor's Property Tax Account Number(s): 147997-000 AND 148041-000**

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**DECLARATION OF RESTRICTIVE COVENANT**  
(Hazel Dell, Washington)

This Declaration of Restrictive Covenant ("Declaration") dated as of October 10, 2000, is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Roundup Co., a Washington corporation doing business in the state of Washington as Fred Meyer, ("Fred Meyer") its successors and assigns.

RECITALS

1. Fred Meyer is the fee owner of property located in the city of Vancouver, Clark County, Washington that is more specifically described on the attached Exhibit A ("Property")
2. An independent remedial action ("Remedial Action") occurred at the Property that is the subject of this Declaration. The Remedial Action conducted at the Property is described in the following documents:
  - a. "Site Investigation and Method B Evaluation" (June 17, 1999), by Hahn and Associates, Inc.
  - b. "Data Gap Investigation Report (October 12, 1999), by Hahn and Associates, Inc.
  - c. "Data Package for February 2000 Site Characterization Activities" (February 24, 2000), by Hahn and Associates, Inc.
  - d. "Voluntary Cleanup Program Remedial Action Summary Report" (August 11, 2000), by GeoEngineers, Inc.
  - e. "Responses to August 30, 2000 Opinion Letter from Ecology" (September 7, 2000), by GeoEngineers, Inc. ("Ecology" as referenced therein is the State of Washington Department of Ecology).

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3. The above named reports are on file at Ecology's Southwest Regional Office.
4. This Declaration is required because the Remedial Action resulted in residual concentrations remaining at the site that exceed the Model Toxics Control Act Method A Cleanup Levels. Cleanup levels were exceeded for Total Petroleum Hydrocarbon for Gasoline (TPH-G) benzene, toluene, ethylbenzene, and total xylenes in groundwater (established under WAC 173-340-720) and TPH-G, benzene and total xylenes in soil (established under WAC 173-340-740).

#### DECLARATION OF COVENANTS

Fred Meyer hereby makes the following declarations as to limitations, restrictions, and uses on or under the Property. This Declaration specifies that such declarations shall constitute covenants to run with the land, as provided by law. These covenants shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion or interest in the Property (hereinafter referred to as an "Owner").

1. The Property contains petroleum-contaminated soil and groundwater. No soil or groundwater may be taken for any use whatsoever from the Property, except as need for sample collection and analysis or as provided in Section 2 below.
2. Any activity on the Property that may result in the release or exposure to the environment of petroleum-contaminated soil or groundwater, or that may create a new pathway for exposure to petroleum-contaminated soil or groundwater, is prohibited without written approval from Ecology. Ecology may provide its written approval only after public notice and comment. Construction activities (including excavation and removal of soil) outside areas of petroleum-contaminated soil and above the seasonal high groundwater level, do not require written approval from Ecology.

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3. Owner must restrict leases to uses and activities consistent with this Declaration and notify all lessees of the Declaration and resultant restrictions on the use of the Property.
4. Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Remedial Action, for the following purposes: to take samples, to inspect Remedial Actions conducted at the Property, and to inspect records that are related to the Remedial Action.
5. Owner reserves the right under WAC 173-340-440 to record an instrument that provides that this Declaration shall no longer limit use of the Property or be of any further force or effect. Such instrument may be recorded only if and when Ecology, after public notice and opportunity for comment, concurs in the release of the Property from this Declaration.

IN WITNESS WHEREOF, this Declaration was signed to be effective on the date first above written.

ROUNDUP CO., a Washington corporation

A handwritten signature in black ink, appearing to read "Robert T. Currey-Wilson", written over a horizontal line.

Robert T. Currey-Wilson, Vice President

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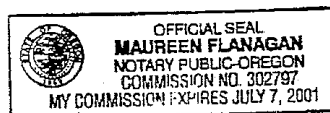
ACKNOWLEDGMENT

STATE OF OREGON                     )  
   ) ss.  
COUNTY OF MULTNOMAH         )

On this 10<sup>th</sup> day of October, 2000, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared ROBERT T. CURREY-WILSON to me known to be the person who signed on behalf of ROUNDUP CO., the Washington corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned; and on oath stated that he or she was duly elected, qualified and acting as said officer of the corporation and was authorized to execute said instrument on behalf of the corporation, that the seal affixed, if any, is the corporate seal of the corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Maureen Flanagan  
NOTARY PUBLIC in and for the State of  
Oregon, residing at Portland, Oregon  
My Appointment Expires: July 7, 2001



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Legal Description  
(Hazel Dell, Washington)

PARCEL I

The Easterly 180 feet of the following described real property:

That portion of the Northeast quarter in section 10, Township 2 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the intersection of the West line of Highway 99 with the South line of NE 78<sup>th</sup> Street; thence South 8° 32' West along the West line of said Highway 101.12 feet; to the Northeast corner of the first tract of land described in the deed to Vanoak Corporation, an Oregon corporation, by deed recorded November 8, 1962, under Auditor's File No. G 344575, thence West along the North line of the Vanoak Corporation Tract to the West line of the tract of land conveyed to Delima B. Curtis, et ux, by deed recorded August 26, 1927, under Auditor's File No. C 50358 in Book 184, page 115, records of said County; thence Northerly along said West line to the south line of NE 78<sup>th</sup> Street; thence Easterly along said South line to the Point of Beginning.

EXCEPT that portion conveyed to Clark County, Washington, under Auditor's File No. 8506280145.

ALSO EXCEPT that portion conveyed to Clark County, Washington, under Auditor's File No. 8707100002,

TOGETHER WITH an easement for a nonexclusive right-of-way and access over and across a 40 foot strip of land lying immediately West of and adjacent to the above described property

PARCEL II

BEGINNING at the intersection of the West line of the Pacific Highway, now known as NE Highway 99, with the South line of the county road running along the North line of Lot 1 of Section 10, Township 2 North, Range 1 East of the Willamette Meridian, and running thence South 8° 32' West, along the West line of said highway, 101.12 feet to the True Place of Beginning of the tract herein described; and running thence South 8° 32' West, along the West line of said highway, to the Northeast corner of that certain tract conveyed to John Struchen et ux by deed recorded in Book 201, at page 452, Clark County Deed Records, thence West along the North line of said Struchen tract, 261 feet, more or less, to the Northwest corner thereof; thence Northwesterly along the West line of that certain tract conveyed to Delima B.

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Curtis et vir by deed recorded in Bood 184, at page 115, Clark County Deed Records, to its intersection with a line, parallel to the North line of said Lot 1 passing through the Place of Beginning; and thence East to the Place of Beginning

EXCEPT that portion described as follows:

BEGINNING at a point that is South 89° 05' West 71.35 feet and South 5° 59' 15" West 284.33 feet from the Northeast corner of said Section 10, said point of beginning also being on the Westerly line of NE Highway 99, and thence continuing South 5° 59' 15" West 823.54 feet to the Northeast corner of the Alexander Tracts, a duly recorded plat; thence South 88° 17' West along the North line of said subdivision 311.81 feet to the East line of Primary State Highway No. 1; thence North 3° 48' East along said Highway, 1047.94 feet; thence North 88° 27' 15" East 11.10 feet; thence South 12° 42' 15" East 76.72 feet, thence North 89° 05' East 134.36 feet, thence South 5° 59' 15" West 126.76 feet and thence South 84° 00' 45" East 180.0 feet to the Point of Beginning.

TOGETHER WITH an easement for a nonexclusive right-of-way and access over and across a 40 foot strip of land lying immediately West of and adjacent to the above described property.

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