

**STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY**

In the Matter of Remedial Action by:	AGREED ORDER
Port of Vancouver	No. DE 11137
NuStar Terminals Services, Inc.	

TO: Patty Boyden, Director of Environmental Services
Port of Vancouver
3103 NW Lower River Road
Vancouver, WA 98660

Joe Aldridge, Remediation Director
NuStar Terminals Services, Inc.
19003 IH-10 West
San Antonio, TX 78257

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I. INTRODUCTION

The mutual objective of the State of Washington, Department of Ecology (Ecology), the Port of Vancouver (Port), and NuStar Terminals Services, Inc. (NuStar) under this Agreed Order (Order) is to provide remedial action at the Site referred to in the Ecology database as “Vancouver Port of NuStar Cadet Swan” Site, where there has been a release or threatened release of hazardous substances. This Order requires the Port and NuStar to prepare a preliminary draft Cleanup Action Plan in accordance with the stipulated project schedule. Ecology believes the actions required by this Order are in the public interest.

II. JURISDICTION

This Agreed Order is issued pursuant to the Model Toxics Control Act (MTCA), RCW 70.105D.050(1).

III. PARTIES BOUND

This Agreed Order shall apply to and be binding upon the Parties to this Order, their successors and assigns. The undersigned representative of each party hereby certifies that he or she is fully authorized to enter into this Order and to execute and legally bind such party to comply with this Order. The Port and NuStar agree to undertake all actions required by the terms and conditions of this Order. No change in ownership or corporate status shall alter the Port or NuStar’s responsibilities under this Order. The Port and NuStar shall provide a copy of this Order to all agents, contractors, and subcontractors retained to perform work required by this Order, and shall ensure that all work undertaken by such agents, contractors, and subcontractors complies with this Order.

IV. DEFINITIONS

Unless otherwise specified herein, the definitions set forth in chapter 70.105D RCW and chapter 173-340 WAC shall control the meanings of the terms in this Order.

A. Site: The Site is defined by the extent of contamination caused by the release of hazardous substances at the Site. The Site is generally located in the southern half of Section 21 and northern half of Section 28 in Township 1 North, Range 1 East, Willamette Meridian). For

administrative convenience, the Site is identified by three portions (the Swan portion; the Cadet portion; and the NuStar portion) which are presented on the Map of Site Location (Exhibit A). The facilities relative to their surroundings can be seen on the Map of Swan, Cadet and NuStar Portion Locations (Exhibit B). Maps of the the Swan and Cadet portions can be seen in Exhibit C and for the NuStar portion in Exhibit D. The Swan portion is generally located between 2001 and 2501 West Fourth Plain Boulevard, at the intersection of West Fourth Plain and Mill Plain Boulevard Extension, Vancouver, Washington, 98660 [Lat: N 45° 38' 24.5"; Long: W 122° 41' 42.4"] (Exhibit E). The Cadet portion is generally located at 2500 West Fourth Plain Boulevard, Vancouver, Washington, 98660 [Lat: N 45° 38' 30.6"; Long: W 122° 41' 50.7"] (Exhibit F). The NuStar portion is generally located at 2565 NW Harborside Drive, Vancouver, WA 98660 [Lat: N 45° 38.26'; Long: W 122° 4.20'] (Exhibit G). The Site is referred to as "Vancouver Port of NuStar Cadet Swan", Facility Site Identification (FS-ID) 1026. The Site constitutes a Facility under RCW 70.105D.020(8).

B. Parties: Refers to the State of Washington, Department of Ecology, the Port and NuStar.

C. Potentially Liable Person (PLP): Refers to PLPs named for the Site: the Port, Cadet Manufacturing Company and NuStar. Cadet Manufacturing Company, while named a PLP, is not a party to this Order.

D. Agreed Order or Order: Refers to this Order and each of the exhibits to this Order. All exhibits are integral and enforceable parts of this Order. The terms "Agreed Order" or "Order" shall include all exhibits to this Order.

V. FINDINGS OF FACT

Ecology makes the following findings of fact, without any express or implied admissions of such facts by the Port or NuStar.

A. Releases to groundwater of halogenated volatile organic compounds (including TCE, PCE and other related compounds) occurred at the Swan, Cadet and NuStar portions of the Site. Each portion of the site contained some of the contaminant compounds, and because the

areas of groundwater contamination (plumes) are located close together, the plumes are treated as one cleanup site.

B. Contamination at the Swan portion of the Site was discovered in 1997 near former Port Building 2220. The source of TCE contamination has been determined to be from the former Swan Manufacturing Company's operations where electric heaters were manufactured. TCE in a vapor degreasing tank was used to clean sheet metal parts from 1956 to 1964 at the former Swan building location. In 1964, Swan moved from this location to 2500 West Fourth Plain Boulevard where heater manufacturing continued. In 1972 the company and assets were purchased by Cadet Manufacturing Company. Contamination at the Cadet portion of the Site was discovered in 1998 by the Port when evaluating the presence of chlorinated solvents in shallow groundwater to the east and north of the Swan source area. The source of the TCE contamination is believed to be from cleaning sheet metal parts in a vapor degreasing tank which was in use at this building from 1964 until 1976. In 2006 the Port purchased the Cadet Manufacturing Company's property and building, assumed responsibility for cleanup of the Cadet site, and subsequently entered into Agreed Order 07-TC-S DE-5189 with Ecology. As specified in the Agreed Order, the Port agreed to complete a remedial investigation and feasibility study for the Site.

C. Soil and groundwater contamination at the NuStar portion of the Site was discovered in 1991 through a Site Hazard Assessment conducted by Ecology. The source of PCE and other related chlorinated solvent compounds was from product handling and transfer between storage vessels. Handling of chlorinated solvents at this location was discontinued in 1994. Property at the NuStar portion of the Site is owned by the Port of Vancouver; the property was previously leased from the Port of Vancouver by GATX Terminals Corporation (GATX), and is currently leased by NuStar.

D. Several Agreed Orders have been executed for the Swan, Cadet and NuStar portions of the Site. The Agreed Orders were for preparation and completion of Remedial Investigation and Feasibility Study (RI/FS) reports and initiation of various interim actions used to cleanup source areas or groundwater contamination emanating from source areas.

Swan Portion

- In 1998, Agreed Order No. 98-TC-S337 (*superseded by AO No. 07-TC-S DE 5189*)
- In 2001, Agreed Order No. 01-TCPVA-3257 (*superseded by AO No. 07-TC-S DE 5189*)
- In 2008, Agreed Order No. 07-TC-S DE5189

Cadet Portion

- In 2000, Agreed Order No. 00TCPVA-847 (*superseded by AO No. 07-TC-S DE 5189*)
- In 2008, Agreed Order No. 07-TC-S DE5189

NuStar Portion

- In 1998, Agreed Order No. DE 98-TC-S338 (*superseded by AO No. 07-TC-S DE 3938*)
- In 2007, Agreed Order No. 07-TC-S DE3938

On January 16, 2014, the Project Schedules in Agreed Orders No. 07-TC-S DE 3938 and 07-TC-S DE5189 received a minor amendment requiring the Port and NuStar to submit a single, jointly prepared, draft FS report for the Swan, Cadet and NuStar portions of the site.

VI. ECOLOGY DETERMINATIONS

Ecology makes the following determinations, without any express or implied admissions of such determinations (and underlying facts) by the Port or NuStar.

A. The Port is an “owner or operator” as defined in RCW 70.105D.020(22) of a “facility” as defined in RCW 70.105D.020(8).

B. Based upon all factors known to Ecology, a “release” or “threatened release” of “hazardous substance(s)” as defined in RCW 70.105D.020(32) and (13), respectively, has occurred at the Site.

C. Based upon credible evidence, Ecology issued a PLP status letter to the Port dated March 3, 1998, pursuant to RCW 70.105D.040, -.020(26), and WAC 173-340-500. After providing for notice and opportunity for comment, reviewing any comments submitted, and

concluding that credible evidence supported a finding of potential liability, Ecology issued a determination that the Port is a PLP under RCW 70.105D.040 and notified the Port of this determination by letter dated April 14, 1998.

D. NuStar is an “owner or operator” as defined in RCW 70.105D.020(22) of a “facility” as defined in RCW 70.105D.020(8).

E. Based upon all factors known to Ecology, a “release” or “threatened release” of “hazardous substance(s)” as defined in RCW 70.105D.020(32) and (13), respectively, has occurred at the Site.

F. Based upon credible evidence, Ecology issued a PLP status letter to GATX Terminals Corporation January 7, 1998, pursuant to RCW 70.105D.040, -.020(26), and WAC 173-340-500. After providing for notice and opportunity for comment, reviewing any comments submitted, and concluding that credible evidence supported a finding of potential liability, Ecology issued a determination that GATX Terminals Corporation is a PLP under RCW 70.105D.040 and notified GATX Terminals Corporation of this determination by letter dated March 4, 1998. NuStar Terminals Services, Inc. (NuStar) is the current owner of the facility formerly owned by GATX Terminals Corporation.

G. Pursuant to RCW 70.105D.030(1) and -.050(1), Ecology may require PLPs to investigate or conduct other remedial actions with respect to any release or threatened release of hazardous substances, whenever it believes such action to be in the public interest. Based on the foregoing facts, Ecology believes the remedial actions required by this Order are in the public interest.

H. Under WAC 173-340-430, an interim action is a remedial action that is technically necessary to reduce a threat to human health or the environment by eliminating or substantially reducing one or more pathways for exposure to a hazardous substance, that corrects a problem that may become substantially worse or cost substantially more to address if the remedial action is delayed, or that is needed to provide for completion of a site hazard assessment, remedial investigation/feasibility study, or design of a cleanup action plan. Any

party may propose an interim action under this Order. If the Parties are in agreement concerning the interim action, the Parties will follow the process in Section VII.B. If the Parties are not in agreement, Ecology reserves its authority to require interim action(s) under a separate order or other enforcement action under RCW 70.105D, or to undertake the interim action itself.

VII. WORK TO BE PERFORMED

A. Based on the findings of fact and Ecology determinations, it is hereby ordered that the Port and NuStar take the following remedial actions at the Site and that these actions be conducted in accordance with chapter 173-340 WAC unless otherwise specifically provided for herein:

1. Within sixty (60) days of the effective date of the FS approval, the Port and NuStar shall prepare a preliminary Draft Cleanup Action Plan (DCAP) in accordance with WAC 173-340-380 that details the proposed cleanup action for addressing the contamination present on the Site, and addresses the requirements for developing a cleanup action in WAC 173-340-350 through 173-340-390, including Ecology's expectations for cleanup alternatives in WAC 173-340-370. The DCAP shall include a general description of the proposed cleanup action, cleanup standards from the RI/FS and a rationale regarding their selection, a proposed schedule for implementation, description of any institutional controls proposed, and a summary of federal, state and local laws that are applicable to the proposed cleanup action.
2. Preparation of a Final Cleanup Action Plan (CAP) is not a part of this Order. Ecology intends to draft the Final CAP. The Final CAP will be implemented in a subsequent agreed order, enforcement order, or consent decree.

B. If the Parties agree on an interim action under Section VI.H, the Port and NuStar shall prepare and submit to Ecology an Interim Action Work Plan, including a scope of work and schedule, by the date determined by Ecology. Ecology will provide public notice and opportunity to comment on the Interim Action Work Plan in accordance with WAC 173-340-600(16). The Port and NuStar shall not conduct the interim action until Ecology approves the Interim Action Work Plan. Upon approval by Ecology, the Interim Action Work Plan becomes an integral and enforceable part of this Order, and the Port and NuStar are required to conduct the interim action in accordance with the approved Interim Action Work Plan.

C. All plans or other deliverables submitted by the Port and NuStar for Ecology's review and approval under this Order shall, upon Ecology's approval, become integral and enforceable parts of this Order.

D. In accordance with WAC 173-340-840(5) and Ecology Toxics Cleanup Program Policy 840 (Data Submittal Requirements), data generated for contaminated site investigations and cleanups shall be submitted in both a written and electronic format. For additional information regarding electronic format requirements, see the website <http://www.ecy.wa.gov/eim>. All laboratory analyses shall be performed by a State of Washington certified laboratory for each analytical method used.

E. If Ecology determines that the Port and NuStar have failed to make sufficient progress or failed to implement the remedial action, in whole or in part, Ecology may, after written notice to the Port and NuStar, perform any or all portions of the remedial action or at Ecology's discretion allow the Port and NuStar opportunity to correct. The Port and NuStar shall reimburse Ecology for the costs of doing such work in accordance with Section VIII.A (Remedial Action Costs). Ecology reserves the right to enforce requirements of this Order under Section X (Enforcement).

F. Except where necessary to abate an emergency situation, the Port and NuStar shall not perform any remedial actions at the Site outside those remedial actions required by this Order, unless Ecology concurs, in writing, with such additional remedial actions.

VIII. TERMS AND CONDITIONS

A. Remedial Action Costs

The Port and/or NuStar shall pay to Ecology costs incurred by Ecology pursuant to this Order and consistent with WAC 173-340-550(2). These costs shall include work performed by Ecology or its contractors for, or on, the Site under chapter 70.105D RCW, including remedial actions and Order preparation, negotiation, oversight, and administration. These costs shall include work performed both prior to and subsequent to the issuance of this Order. Ecology's costs shall include costs of direct activities and support costs of direct activities as defined in

WAC 173-340-550(2). A general statement of work performed will be provided upon request. Itemized statements shall be prepared quarterly. Pursuant to WAC 173-340-550(4), failure to pay Ecology's costs within ninety (90) days of receipt of the itemized statement of costs will result in interest charges at the rate of twelve percent (12%) per annum, compounded monthly.

In addition to other available relief, pursuant to RCW 19.16.500, Ecology may utilize a collection agency and/or, pursuant to RCW 70.105D.055, file a lien against real property subject to the remedial actions to recover unreimbursed remedial action costs.

B. Designated Project Coordinators

The project coordinator for Ecology is:

Craig Rankine, Site Manager
Washington Department of Ecology
SWRO – Vancouver Field Office
2108 Grand Blvd.
Vancouver, WA 98661-4622
(360) 690-4795
Craig.Rankine@ecy.wa.gov

The project coordinator for the Port is:

Patty Boyden
Director of Environmental Services
Port of Vancouver
3103 NW Lower River Road
Vancouver, WA 98660
(360) 992-1103
pboyden@portvanusa.com

The project coordinator for NuStar is:

Joe Aldridge, Remediation Director
NuStar Terminals Services, Inc.
19003 IH-10 West
San Antonio, TX 78257
(210) 918-2723
joe.aldridge@nustar.com

Each project coordinator shall be responsible for overseeing the implementation of this Order. Ecology's project coordinator will be Ecology's designated representative for the Site.

To the maximum extent possible, communications between Ecology, and the Port, and NuStar, and all documents, including reports, approvals, and other correspondence concerning the activities performed pursuant to the terms and conditions of this Order shall be directed through the project coordinators. The project coordinators may designate, in writing, working level staff contacts for all or portions of the implementation of the work to be performed required by this Order.

Any party may change its respective project coordinator. Written notification shall be given to the other party at least ten (10) calendar days prior to the change.

C. Performance

All geologic and hydrogeologic work performed pursuant to this Order shall be under the supervision and direction of a geologist or hydrogeologist licensed by the State of Washington or under the direct supervision of an engineer registered by the State of Washington, except as otherwise provided for by RCW 18.43 and 18.220.

All engineering work performed pursuant to this Order shall be under the direct supervision of a professional engineer registered by the State of Washington, except as otherwise provided for by RCW 18.43.130.

All construction work performed pursuant to this Order shall be under the direct supervision of a professional engineer or a qualified technician under the direct supervision of a professional engineer. The professional engineer must be registered by the State of Washington, except as otherwise provided for by RCW 18.43.130.

Any documents submitted containing geologic, hydrologic, or engineering work shall be under the seal of an appropriately licensed professional as required by RCW 18.43 and 18.220.

The Port and NuStar shall notify Ecology in writing of the identity of any engineer(s) and geologist(s), contractor(s) and subcontractor(s), and others to be used in carrying out the terms of this Order, in advance of their involvement at the Site.

D. Access

To the extent allowed by law and regulation, including legal privileges, Ecology or any Ecology authorized representative shall have access to enter and freely move about all property at the Site that the Port or NuStar either owns, controls, or has access rights to at all reasonable times for the purposes of, *inter alia*: inspecting records, operation logs, and contracts related to the work being performed pursuant to this Order; reviewing the Port and NuStar's progress in carrying out the terms of this Order; conducting such tests or collecting such samples as Ecology may deem necessary; using a camera, sound recording, or other documentary type equipment to record work done pursuant to this Order; and verifying the data submitted to Ecology by the Port and NuStar. The Port and NuStar shall make all reasonable efforts to secure access rights for those properties within the Site not owned or controlled by the Port and NuStar where remedial activities or investigations will be performed pursuant to this Order. Ecology or any Ecology authorized representative shall give reasonable notice before entering any Site property owned or controlled by the Port or NuStar unless an emergency prevents such notice. All persons who access the Site pursuant to this section shall comply with any applicable health and safety plan(s). Ecology employees and their representatives shall not be required to sign any liability release or waiver as a condition of Site property access.

E. Sampling, Data Submittal, and Availability

With respect to the implementation of this Order, the Port and NuStar shall make the results of all sampling, laboratory reports, and/or test results generated by it or on its behalf available to Ecology. Pursuant to WAC 173-340-840(5), all sampling data shall be submitted to Ecology in both printed and electronic formats in accordance with Section VII (Work to be Performed), Ecology's Toxics Cleanup Program Policy 840 (Data Submittal Requirements), and/or any subsequent procedures specified by Ecology for data submittal.

If requested by Ecology, the Port and NuStar shall allow Ecology and/or its authorized representative to take split or duplicate samples of any samples collected by the Port and NuStar pursuant to implementation of this Order. The Port and NuStar shall notify Ecology seven (7)

days in advance of any sample collection or work activity at the Site. Ecology shall, upon request, allow the Port and NuStar and/or its authorized representative to take split or duplicate samples of any samples collected by Ecology pursuant to the implementation of this Order, provided that doing so does not interfere with Ecology's sampling. Without limitation on Ecology's rights under Section VIII.D (Access), Ecology shall notify the Port and NuStar prior to any sample collection activity unless an emergency prevents such notice.

In accordance with WAC 173-340-830(2)(a), all hazardous substance analyses shall be conducted by a laboratory accredited under chapter 173-50 WAC for the specific analyses to be conducted, unless otherwise approved by Ecology.

F. Public Participation

A Public Participation Plan is required for this Site. Ecology shall review any existing Public Participation Plan to determine its continued appropriateness and whether it requires amendment, or if no plan exists, Ecology shall develop a Public Participation Plan alone or in conjunction with the Port and NuStar.

Ecology shall maintain the responsibility for public participation at the Site. However, the Port and NuStar shall cooperate with Ecology, and shall:

1. If agreed to by Ecology, develop appropriate mailing lists and prepare drafts of public notices and fact sheets at important stages of the remedial action, such as the submission of work plans, remedial investigation/feasibility study reports, cleanup action plans, and engineering design reports. As appropriate, Ecology will edit, finalize, and distribute such fact sheets and prepare and distribute public notices of Ecology's presentations and meetings.

2. Notify Ecology's project coordinator prior to the preparation of all press releases and fact sheets, and before major meetings with the interested public and local governments. Likewise, Ecology shall notify the Port and NuStar prior to the issuance of all press releases and fact sheets, and before major meetings with the interested public and local governments. For all press releases, fact sheets, meetings, and other outreach efforts by the Port and NuStar that do not receive prior Ecology approval, the Port and NuStar shall clearly indicate

to its audience that the press release, fact sheet, meeting, or other outreach effort was not sponsored or endorsed by Ecology.

3. When requested by Ecology, participate in public presentations on the progress of the remedial action at the Site. Participation may be through attendance at public meetings to assist in answering questions or as a presenter.

4. When requested by Ecology, arrange and/or continue information repositories to be located at the following locations:

- a. Fort Vancouver Regional Library
1007 E. Mill Plain Blvd.
Vancouver, WA 98663
- b. Ecology's Southwest Regional Office
300 Desmond Dr
Lacey, WA 98504-7775

At a minimum, copies of all public notices, fact sheets, and documents relating to public comment periods shall be promptly placed in these repositories. A copy of all documents related to this Site shall be maintained in the repository at Ecology's Southwest Regional Office in Lacey, Washington.

G. Retention of Records

During the pendency of this Order, and for ten (10) years from the date of completion of work performed pursuant to this Order, the Port and NuStar shall preserve all records, reports, documents, and underlying data in its possession relevant to the implementation of this Order and shall insert a similar record retention requirement into all contracts with project contractors and subcontractors. Upon request of Ecology, the Port and NuStar shall make all records required by this Order available to Ecology and allow access for review within a reasonable time.

Nothing in this Order is intended to waive any right the Port or NuStar may have under applicable law to limit disclosure of documents protected by the attorney work-product privilege and/or the attorney-client privilege. If the Port or NuStar withhold any requested records based on an assertion of privilege, that party shall provide Ecology with a privilege log specifying the

records withheld and the applicable privilege. No Site-related data collected pursuant to this Order shall be considered privileged.

H. Resolution of Disputes

1. In the event that the Port or NuStar elect to invoke dispute resolution, the Port or NuStar must utilize the procedure set forth below.

a. Upon the triggering event (receipt of Ecology's project coordinator's written decision or an itemized billing statement), the Port or NuStar have fourteen (14) calendar days within which to notify Ecology's project coordinator in writing of its dispute ("Informal Dispute Notice").

b. The Parties' project coordinators shall then confer in an effort to resolve the dispute informally. The parties shall informally confer for up to fourteen (14) calendar days from receipt of the Informal Dispute Notice. If the project coordinators cannot resolve the dispute within those 14 calendar days, then within seven (7) calendar days Ecology's project coordinator shall issue a written decision ("Informal Dispute Decision") stating: the nature of the dispute; the Port or NuStar's position with regards to the dispute; Ecology's position with regards to the dispute; and the extent of resolution reached by informal discussion.

c. The Port or NuStar may then request regional management review of the dispute. This request ("Formal Dispute Notice") must be submitted in writing to the Southwest Region Toxics Cleanup Section Manager within seven (7) calendar days of receipt of Ecology's Informal Dispute Decision. The Formal Dispute Notice shall include a written statement of dispute setting forth: the nature of the dispute; the disputing Party's position with respect to the dispute; and the information relied upon to support its position.

d. The Section Manager shall conduct a review of the dispute and shall issue a written decision regarding the dispute ("Decision on Dispute") within thirty (30)

calendar days of receipt of the Formal Dispute Notice. The Decision on Dispute shall be Ecology's final decision on the disputed matter.

2. The Parties agree to only utilize the dispute resolution process in good faith and agree to expedite, to the extent possible, the dispute resolution process whenever it is used.

3. Implementation of these dispute resolution procedures shall not provide a basis for delay of any activities required in this Order, unless Ecology agrees in writing to a schedule extension.

4. In case of a dispute, failure to either proceed with the work required by this Order or timely invoke dispute resolution may result in Ecology's determination that insufficient progress is being made in preparation of a deliverable, and may result in Ecology undertaking the work under Section VII.E (Work to be Performed) or initiating enforcement under Section X (Enforcement).

I. Extension of Schedule

1. An extension of schedule shall be granted only when a request for an extension is submitted in a timely fashion, generally at least thirty (30) days prior to expiration of the deadline for which the extension is requested, and good cause exists for granting the extension.

All extensions shall be requested in writing. The request shall specify:

- a. The deadline that is sought to be extended;
- b. The length of the extension sought;
- c. The reason(s) for the extension; and
- d. Any related deadline or schedule that would be affected if the extension were granted.

2. The burden shall be on the Port and NuStar to demonstrate to the satisfaction of Ecology that the request for such extension has been submitted in a timely fashion and that good cause exists for granting the extension. Good cause may include, but may not be limited to:

a. Circumstances beyond the reasonable control and despite the due diligence of the Port and NuStar including delays caused by unrelated third parties or Ecology, such as (but not limited to) delays by Ecology in reviewing, approving, or modifying documents submitted by the Port and NuStar;

b. Acts of God, including fire, flood, blizzard, extreme temperatures, storm, or other unavoidable casualty; or

c. Endangerment as described in Section VIII. L (Endangerment).

However, neither increased costs of performance of the terms of this Order nor changed economic circumstances shall be considered circumstances beyond the reasonable control of the Port and NuStar.

3. Ecology shall act upon any written request for extension in a timely fashion. Ecology shall give the Port and NuStar written notification of any extensions granted pursuant to this Order. A requested extension shall not be effective until approved by Ecology. Unless the extension is a substantial change, it shall not be necessary to amend this Order pursuant to Section VIII. K (Amendment of Order) when a schedule extension is granted.

4. An extension shall only be granted for such period of time as Ecology determines is reasonable under the circumstances. Ecology may grant schedule extensions exceeding ninety (90) days only as a result of:

a. Delays in the issuance of a necessary permit which was applied for in a timely manner;

b. Other circumstances deemed exceptional or extraordinary by Ecology; or

c. Endangerment as described in Section VIII. L (Endangerment).

J. Amendment of Order

The project coordinators may verbally agree to minor changes to the work to be performed without formally amending this Order. Minor changes will be documented in writing by Ecology within seven (7) days of verbal agreement.

Except as provided in Section VIII.M (Reservation of Rights), substantial changes to the work to be performed shall require formal amendment of this Order. This Order may only be formally amended by the written consent of Ecology, and the Port, and NuStar. The Port and NuStar shall submit a written request for amendment to Ecology for approval. Ecology shall indicate its approval or disapproval in writing and in a timely manner after the written request for amendment is received. If the amendment to this Order represents a substantial change, Ecology will provide public notice and opportunity to comment. Reasons for the disapproval of a proposed amendment to this Order shall be stated in writing. If Ecology does not agree to a proposed amendment, the disagreement may be addressed through the dispute resolution procedures described in Section VIII.I (Resolution of Disputes).

K. Endangerment

In the event Ecology determines that any activity being performed at the Site under this Order is creating or has the potential to create a danger to human health or the environment on or surrounding the Site, Ecology may direct the Port or NuStar to cease such activities for such period of time as it deems necessary to abate the danger. The Port and NuStar shall immediately comply with such direction.

In the event the Port and NuStar determines that any activity being performed at the Site under this Order is creating or has the potential to create a danger to human health or the environment, the Port and NuStar may cease such activities. The Port and NuStar shall notify Ecology's project coordinator as soon as possible, but no later than twenty-four (24) hours after making such determination or ceasing such activities. Upon Ecology's direction, the Port and NuStar shall provide Ecology with documentation of the basis for the determination or cessation of such activities. If Ecology disagrees with the Port and NuStar's cessation of activities, it may direct the Port and NuStar to resume such activities.

If Ecology concurs with or orders a work stoppage pursuant to this section, the Port and NuStar's obligations with respect to the ceased activities shall be suspended until Ecology determines the danger is abated, and the time for performance of such activities, as well as the

time for any other work dependent upon such activities, shall be extended in accordance with Section VIII. J (Extension of Schedule) for such period of time as Ecology determines is reasonable under the circumstances.

Nothing in this Order shall limit the authority of Ecology, its employees, agents, or contractors to take or require appropriate action in the event of an emergency.

L. Reservation of Rights

This Order is not a settlement under chapter 70.105D RCW. Ecology's signature on this Order in no way constitutes a covenant not to sue or a compromise of any of Ecology's rights or authority. Ecology will not, however, bring an action against the Port or NuStar to recover remedial action costs paid to and received by Ecology under this Order. In addition, Ecology will not take additional enforcement actions against the Port or NuStar regarding remedial actions required by this Order, provided the Port and NuStar comply with this Order.

Ecology nevertheless reserves its rights under chapter 70.105D RCW, including the right to require additional or different remedial actions at the Site should it deem such actions necessary to protect human health and the environment, and to issue orders requiring such remedial actions. Ecology also reserves all rights regarding the injury to, destruction of, or loss of natural resources resulting from the release or threatened release of hazardous substances at the Site.

By entering into this Order, the Port and NuStar do not admit to any liability for the Site. Although the Port and NuStar are committing to conducting the work required by this Order under the terms of this Order, the Port and NuStar expressly reserve all rights available under law, including but not limited to the right to seek cost recovery or contribution against third parties, and the right to assert any defenses to liability in the event of enforcement.

M. Transfer of Interest in Property

No voluntary conveyance or relinquishment of title, easement, leasehold, or other interest in any portion of the Site shall be consummated by the Port or NuStar without provision for

continued implementation of all requirements of this Order and implementation of any remedial actions found to be necessary as a result of this Order.

Prior to the Port or NuStar's transfer of any interest in all or any portion of the Site, and during the effective period of this Order, the Port and NuStar shall provide a copy of this Order to any prospective purchaser, lessee, transferee, assignee, or other successor in said interest; and, at least thirty (30) days prior to any transfer, the Port and NuStar shall notify Ecology of said transfer. Upon transfer of any interest, the Port and NuStar shall notify all transferees of the restrictions on the activities and uses of the property under this Order and incorporate any such use restrictions into the transfer documents.

N. Compliance with Applicable Laws

1. All actions carried out by the Port and NuStar pursuant to this Order shall be done in accordance with all applicable federal, state, and local requirements, including requirements to obtain necessary permits, except as provided in RCW 70.105D.090. At this time, no federal, state or local requirements have been identified as being applicable to the actions required by this Order.

2. Pursuant to RCW 70.105D.090(1), the Port and NuStar are exempt from the procedural requirements of chapters 70.94, 70.95, 70.105, 77.55, 90.48, and 90.58 RCW and of any laws requiring or authorizing local government permits or approvals. However, the Port and NuStar shall comply with the substantive requirements of such permits or approvals. At this time, no state or local permits or approvals have been identified as being applicable but procedurally exempt under this section.

The Port and NuStar have a continuing obligation to determine whether additional permits or approvals addressed in RCW 70.105D.090(1) would otherwise be required for the remedial action under this Order. In the event either Ecology or the Port or NuStar determine that additional permits or approvals addressed in RCW 70.105D.090(1) would otherwise be required for the remedial action under this Order, it shall promptly notify the other parties of its determination. Ecology shall determine whether Ecology or the Port or NuStar shall be

responsible to contact the appropriate state and/or local agencies. If Ecology so requires, the Port and NuStar shall promptly consult with the appropriate state and/or local agencies and provide Ecology with written documentation from those agencies of the substantive requirements those agencies believe are applicable to the remedial action. Ecology shall make the final determination on the additional substantive requirements that must be met by the Port and NuStar and on how the Port and NuStar must meet those requirements. Ecology shall inform the Port and NuStar in writing of these requirements. Once established by Ecology, the additional requirements shall be enforceable requirements of this Order. The Port and NuStar shall not begin or continue the remedial action potentially subject to the additional requirements until Ecology makes its final determination.

3. Pursuant to RCW 70.105D.090(2), in the event Ecology determines that the exemption from complying with the procedural requirements of the laws referenced in RCW 70.105D.090(1) would result in the loss of approval from a federal agency that is necessary for the state to administer any federal law, the exemption shall not apply and the Port and NuStar shall comply with both the procedural and substantive requirements of the laws referenced in RCW 70.105D.090(1), including any requirements to obtain permits.

O. Indemnification

The Port agrees to indemnify and save and hold the State of Washington, its employees, and agents harmless from any and all claims or causes of action (1) for death or injuries to persons, or (2) for loss or damage to property, to the extent arising from or on account of acts or omissions of the Port, their officers, employees, agents, or contractors in entering into and implementing this Order. However, the Port shall not indemnify the State of Washington nor save nor hold its employees and agents harmless from any claims or causes of action to the extent arising out of the negligent acts or omissions of the State of Washington, or the employees or agents of the State, in entering into or implementing this Order.

NuStar agrees to indemnify and save and hold the State of Washington, its employees, and agents harmless from any and all claims or causes of action (1) for death or injuries to

persons, or (2) for loss or damage to property, to the extent arising from or on account of acts or omissions of NuStar, their officers, employees, agents, or contractors in entering into and implementing this Order. However, NuStar shall not indemnify the State of Washington nor save nor hold its employees and agents harmless from any claims or causes of action to the extent arising out of the negligent acts or omissions of the State of Washington, or the employees or agents of the State, in entering into or implementing this Order.

IX. SATISFACTION OF ORDER

The provisions of this Order shall be deemed satisfied upon the Port and NuStar's receipt of written notification from Ecology that the Port and NuStar have completed the remedial activity required by this Order, as amended by any modifications, and that the Port and NuStar have complied with all other provisions of this Agreed Order.

X. ENFORCEMENT

Pursuant to RCW 70.105D.050, this Order may be enforced as follows:

A. The Attorney General may bring an action to enforce this Order in a state or federal court.

B. The Attorney General may seek, by filing an action, if necessary, to recover amounts spent by Ecology for investigative and remedial actions and orders related to the Site.

C. A liable party who refuses, without sufficient cause, to comply with any term of this Order will be liable for:

1. Up to three (3) times the amount of any costs incurred by the State of Washington as a result of its refusal to comply.

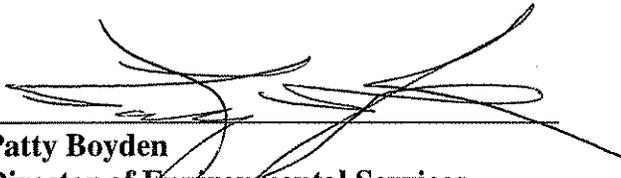
2. Civil penalties of up to twenty-five thousand dollars (\$25,000) per day for each day it refuses to comply.

D. This Order is not appealable to the Washington Pollution Control Hearings Board.

This Order may be reviewed only as provided under RCW 70.105D.060.

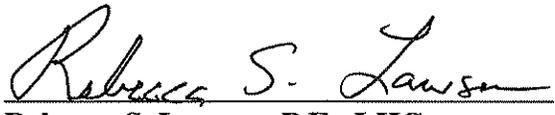
Effective date of this Order: March 12, 2015

PORT OF VANCOUVER



Patty Boyden
Director of Environmental Services
Port of Vancouver, USA
(360) 992-1103

**STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY**



Rebecca S. Lawson, P.E., LHG
Section Manager
Toxics Cleanup Program
Southwest Regional Office
(360) 407-6241

NUSTAR TERMINALS SERVICES, INC.

Karen Thompson
Senior Vice President and General Counsel
NuStar Terminals Services, Inc.
(210) 918-2973

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JAN 20 2015
WA State Department
of Ecology (SWRO)

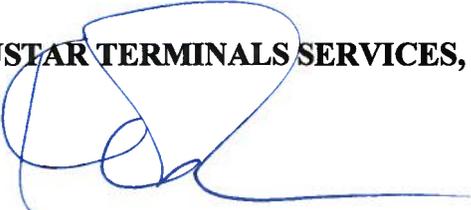
PORT OF VANCOUVER

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STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

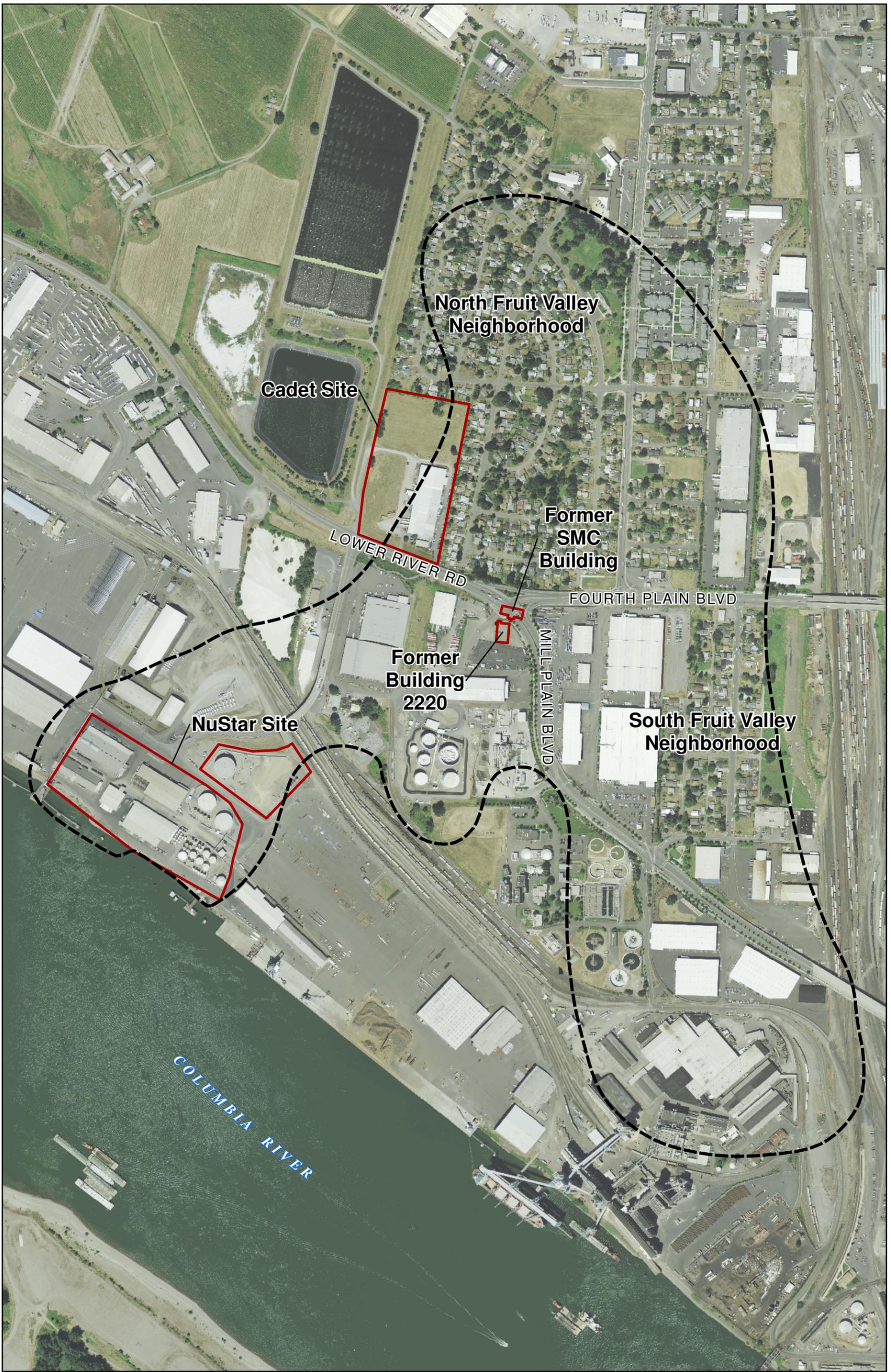
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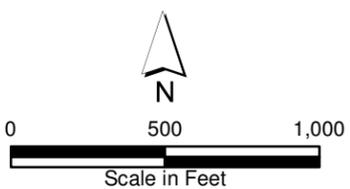
EXHIBIT A
Map of Site Location



Parametrix Date: 11/13/2014 File: P:\GIS\POV\MXD_PDF\Figures_01082014\Figure1-1_ProjectArea.mxd

**Figure 1-1
Project Area**

Feasibility Study
NuStar, SMC, and Cadet
Vancouver, WA



----- The Extent of Total VOCs
Exceeding 5 µg/L (First Quarter 2009)

EXHIBIT B

Map of Swan, Cadet and NuStar Portions

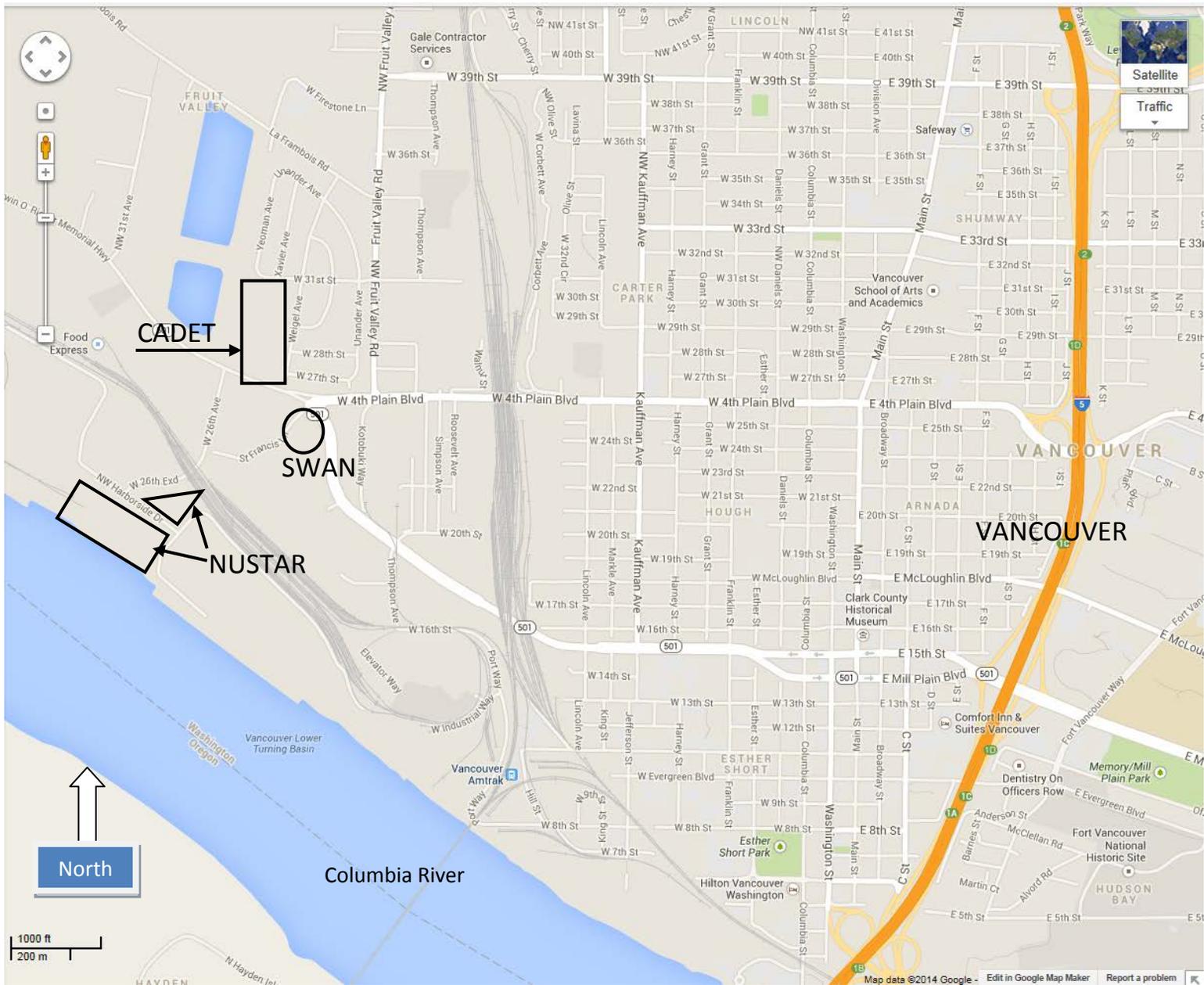
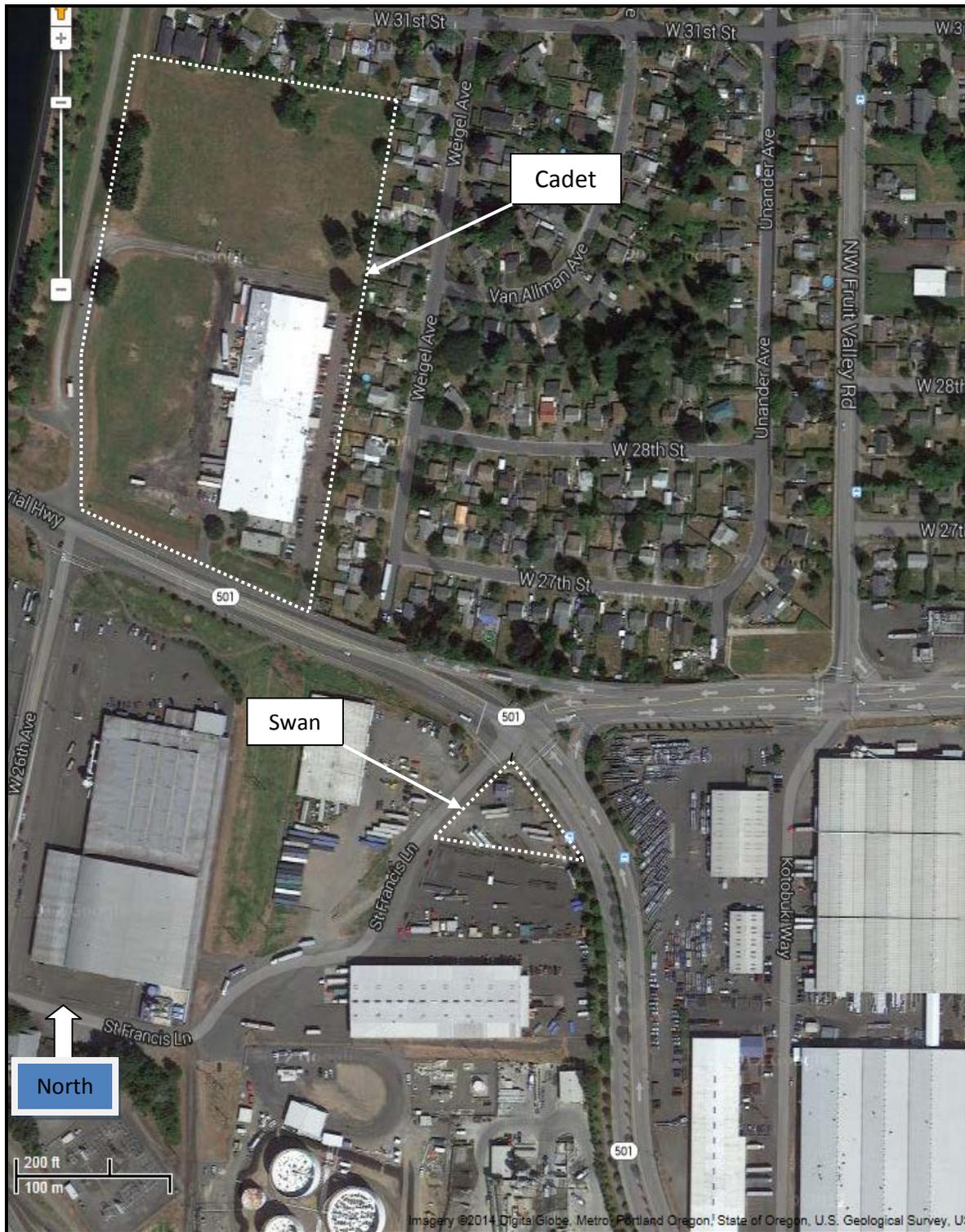


EXHIBIT C

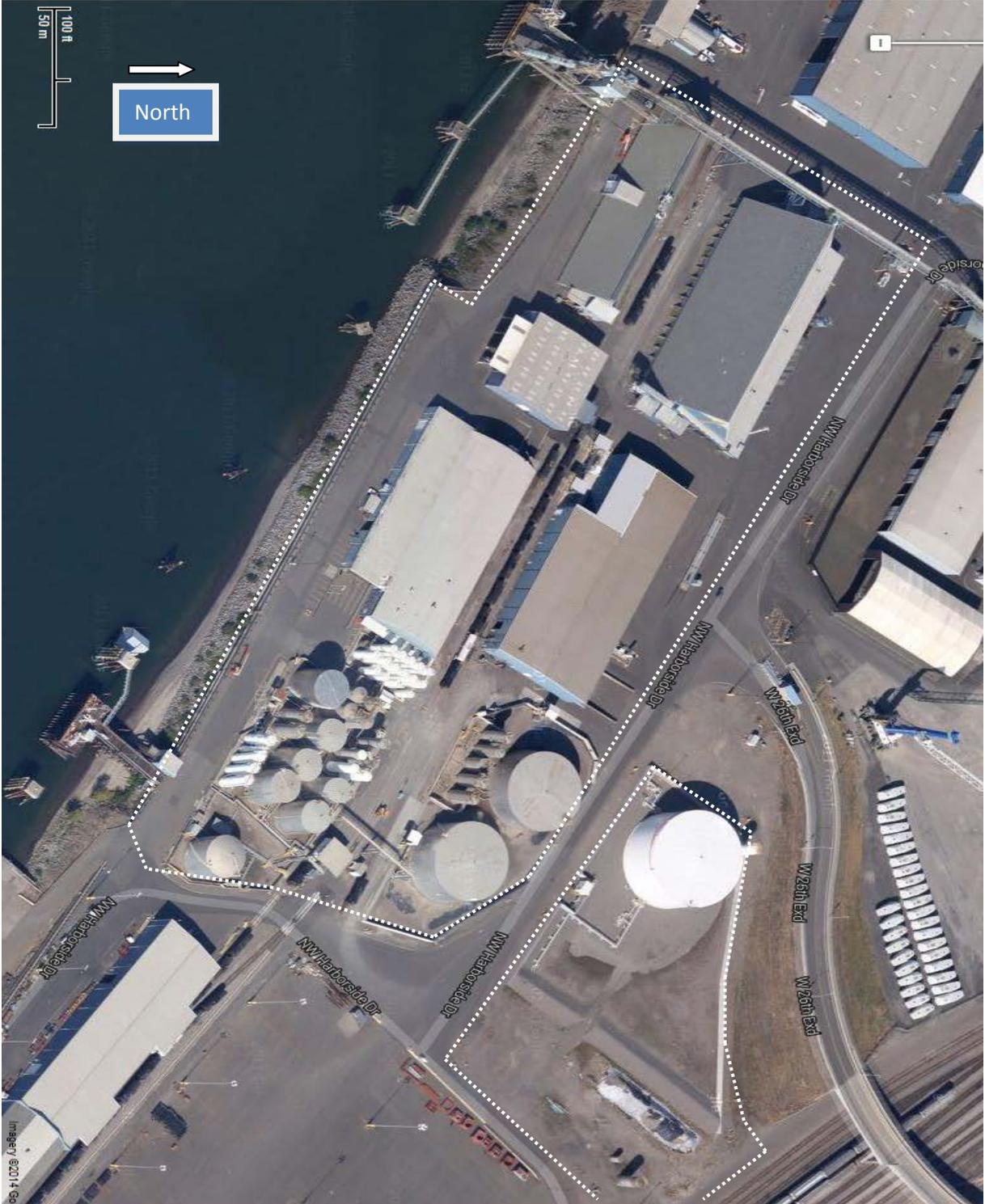
Map of Swan and Cadet Portions



Map of Swan and Cadet Portions

EXHIBIT D

Map of NuStar Portion



Map of NuStar Portion

EXHIBIT E

Legal Property Description and Plot Map for Swan Portion



After recording return document to:
City of Vancouver
Purchasing/Contracts
Attn: Lynn Reude
PO Box 1995
Vancouver WA 98668-1995

Real Estate Excise Tax
Ch 11 Rev. Laws 1951
EXEMPT
Affd # 530475 Date 10/29/03
For details of tax paid see
Affd # _____
Doug Lasher
Clark County Treasurer
By RS
Deputy

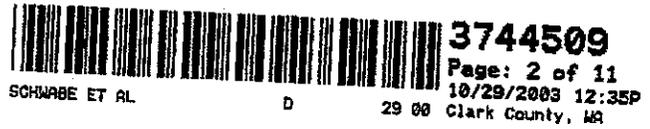
Document Title: Warranty Deed
Reference Number of Related Document:
Grantor: Port of Vancouver
Grantee: City of Vancouver
Legal Description: SW _ Sec. 21, T2N, R1 E
Additional Legal Description is on Pages 4, 5, 6, 7, 8, and 9 of Document
WSDOT Parcel No.: 4-06466
Assessor's Tax Parcel Numbers: ⁰⁵⁹¹¹⁵⁻⁰⁵⁰ 59115-053 (TL 21), ⁰⁵⁹¹¹⁵⁻⁰⁵⁰ 59115-050 (TL 18), ⁰⁵⁹¹¹⁵⁻⁰⁴⁰ 59115-040 (TL 16), ⁰⁵⁹¹¹⁵⁻⁰²⁰ 59115-020 (TL 7), and ⁰⁵⁸⁶⁵³⁻⁰⁰⁰ 58653-000 (TL 5)

WARRANTY DEED

State Route 501, City of Vancouver, Mill Plain Extension

The Grantor, THE PORT OF VANCOUVER, WASHINGTON, a Municipal corporation under the laws of the State of Washington, for and in consideration of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, hereby conveys and warrants to the City of Vancouver, the following described real estate situated in Clark County, in the State of Washington, to the same extent and purpose as if the rights herein granted had been acquired under Eminent Domain statutes of the State of Washington:

See Exhibit A attached hereto and made a part hereof



WARRANTY DEED

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the City of Vancouver unless and until accepted and approved hereon in writing for the City of Vancouver, by the Mayor of the City of Vancouver

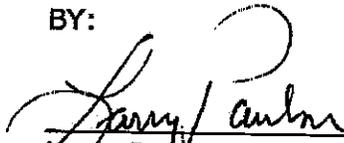
Dated January 8, 2002

Accepted and Approved

**PORT OF VANCOUVER, U.S.A.,
a Washington State Municipal
Corporation**

**CITY OF VANCOUVER,
WASHINGTON, a Municipal
Corporation**

BY:


Larry Paulson
Title: Executive Director

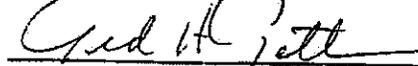
Date: 1/8/02

BY:


Royce Pollard *Pat McInnell*
Mayor, City of Vancouver
Manager

Date: 02-12-02

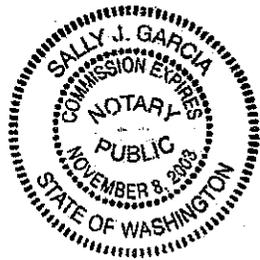
Approved as to form


Ted H. Gathe, City Attorney



State of Washington
County of Clark

On this 9th day of April, 2002, Pat McDonnell personally appeared before me, known to be the City Mgr, City of Vancouver and signer of the attached instrument, and he/she acknowledged and signed it.



Sally J. Garcia
Signature of Notary Public

Sally J. Garcia
Name of Notary (typed or printed)

Notary Public, State of Washington
My Commission Expires November 8, 2003



WARRANTY DEED

EXHIBIT A

Parcel No. 4-06466

All that portion of the hereinafter-described Parcel "A" that lies between the following described lines 1 and 2:

Line 1:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) FP16 +52.96 on the Fourth Plain Boulevard line survey of SR 501, City of Vancouver, Mill Plain Blvd. Extension and 21.74 feet Southerly therefrom; thence Southerly to a point opposite said HES and 60 feet Southerly therefrom; thence Westerly parallel with said line survey to a point opposite HES FP 15+10 thereon; thence Southwesterly to a point opposite HES MP 108+38.34 on the "M.P." line survey of said highway and 100.88 feet Northeasterly therefrom; thence Southwesterly to a point opposite HES MP 108+53.93 on said line survey and 79.07 feet Northeasterly therefrom; thence Southerly to a point opposite HES MP 108+78.45 on said line survey and 60 feet Northeasterly therefrom; thence Southeasterly parallel with said line survey to a point opposite HES MP 109+50 thereon; thence Southeasterly to a point opposite HES MP 110+05.00 on said line survey and 70 feet Northeasterly therefrom; thence Southeasterly parallel with said line survey to a point opposite HES MP 110+35.00; thence Southwesterly to a point opposite said HES and 55 feet Northeasterly therefrom; thence Southeasterly parallel with said line survey to a point opposite HES MP 110+50 thereon; thence Southerly along a 107 foot radius curve to the right with a central angle of 12°51'49" an arc distance of 24.02 feet to a point opposite HES MP 110+71.84 on said line survey and 52.76 feet Northeasterly therefrom; thence Southerly to



WARRANTY DEED

a point opposite HES MP 111+16.80 on said line survey and 45.48 feet Northeasterly therefrom; thence Southerly along a 93 foot radius curve to the left with a central angle of 05°27'17" an arc distance of 8.85 feet to a point opposite HES MP 111+25 on said line survey and 45 feet Northeasterly therefrom; thence Southeasterly parallel with said line survey to a point opposite HES MP 119+00 thereon; thence Northeasterly to a point opposite said HES and 60 feet Northeasterly therefrom; thence Southeasterly parallel with said line survey to a point opposite HES MP 121 +05 thereon; thence Northeasterly to a point opposite said HES and 70 feet Northeasterly therefrom; thence Southeasterly parallel with said line survey to a point opposite HES MP 121+30 thereon; thence Southwesterly to a point opposite said HES and 55 feet Northeasterly therefrom; thence Southeasterly parallel with said line survey to a point opposite HES MP PC 121+50 thereon; thence Southeasterly along a 107 foot radius curve to the right with a central angle of 09°48'34" an arc distance of 18.32 feet to a point opposite HES MP121+68.23 thereon and 53.44 feet Northeasterly therefrom; thence Southeasterly to a point opposite HES MP 122+09.15 on said line survey and 46.36 feet Northeasterly therefrom; thence along a 93 foot radius curve to the left with a central angle of 09°48'55" an arc distance of 15.93 feet to a point opposite HES MP PT122+25 on said line survey and 45 feet Northeasterly therefrom; thence Southeasterly parallel with said line survey to a point opposite HES MP 125+59.77 thereon; thence Northeasterly to a point opposite HES MP 125+92.74 on said line survey and 97.17 feet Northeasterly therefrom, said point being on the Easterly line of said Parcel "A" and the end of this line 1 description.

Line 2:

Beginning at HES 102+06.06 on the MP line survey of SR 501, City of Vancouver, Mill Plain Extension, said point being on the East line of the Beard Fruit Company tract as recorded in Clark County Deed Records in Book 52, Page 220; thence Southwesterly along the East line of said tract to a point opposite HES MP 102+09.58 on said line survey and 24 feet Southwesterly therefrom; thence Southeasterly in a straight line to a point opposite HES MP 104+36.43 on said line survey and 45 feet Southwesterly therefrom, said point being on the East line of that parcel conveyed to Leonard Vemon & Associates by deed recorded under Auditor's File No.



WARRANTY DEED

G 473219, records of said county; thence Southwesterly along the East line of said Vernon parcel to a point opposite HES MP 104+38.14 on said line survey and 75 feet Southwesterly therefrom; thence Southeasterly to a point opposite HES MP 105+45.81 on said line survey and 75 feet Southwesterly therefrom; thence Southeasterly to a point opposite HES MP 106+27.21 on said line survey and 141.4 feet Southwesterly therefrom; thence Southwesterly to a point opposite HES FP 10+33.19 on the FP line survey of said highway and 25 feet Northwesterly therefrom; thence Southeasterly to a point opposite HES FP 10+33.19 and 25 feet Southeasterly therefrom; thence Northeasterly to a point opposite HES MP 107+05.42 on the "M.P." line survey of said highway and 110.81 feet Southwesterly therefrom; thence Easterly to a point opposite HES MP 107+57.49 on said line survey and 75 feet Southwesterly therefrom; thence Southeasterly parallel with said line survey to a point opposite HES MP 109+15.00 thereon; thence Southwesterly to a point opposite said HES and 80 feet Southwesterly therefrom; thence Southeasterly parallel with said line survey to a point opposite HES MP 109+45.00 thereon; thence Northeasterly to a point opposite said HES and 75 feet Southwesterly therefrom; thence Southeasterly and Southerly parallel with said line survey to a point opposite HES MP 117+87.76 thereon; thence Southerly to a point opposite HES MP 118+27.05 on said line survey and 89.77 feet Southwesterly therefrom; thence Southwesterly to a point opposite HES B48+67.78 on the "B" line survey of said highway and 30 feet Northwesterly therefrom; thence Southwesterly and Westerly parallel with said "B" line survey to a point opposite HES B46+92.55 thereon; thence Southerly to a point opposite HES B46+92.55 on said line survey and 30 feet Southerly therefrom; thence Easterly to a point opposite HES B47+78.48 on said line survey and 34.55 feet Southerly therefrom; thence Northeasterly to a point opposite HES B48+67.78 on said line survey and 36.72 feet Southeasterly therefrom; thence Northeasterly to a point opposite HES B48+94.44 on said line survey and 42.23 feet Southeasterly therefrom; thence Southeasterly to a point opposite HES MP 119+34.52 on the "M.P." line survey of said highway and 134.11 feet Southwesterly therefrom; thence Northeasterly along a radius curve to the left with a central angle of 07°27'42" an arc distance of 35.81 feet to a point-opposite HES MP 119+47.77 on said line survey and 101.93 feet Southwesterly therefrom; thence Northeasterly to a point opposite HES MP 119+57.95 on said line survey and 75 feet Southwesterly therefrom; thence Northeasterly to a point opposite HES MP 119+70.16 on said line survey and 45.41 feet Southwesterly therefrom; thence Southeasterly along a radius curve to the left with a central angle of 17°01'41" an arc distance of



WARRANTY DEED

254.10 feet to a point opposite HES MP 122+14.05 on said line survey and 75 feet Southwesterly therefrom; thence Southeasterly parallel with said line survey to a point opposite HES MP 122+19.36 thereon; thence Easterly to a point opposite HES MP 123+07 on said line survey and 10.01 feet Southwesterly therefrom; thence Southeasterly to a point opposite HES MP 124+76.78 on said line survey and 33.09 feet Southwesterly therefrom, said point being on the Southerly line of said Parcel "A"; thence Easterly along the Southerly line of said Parcel "A" to a point on the Easterly line of said Parcel "A" and the end of this line 2 description.

PARCEL "A":

Tract I:

059115-040 (16)

That certain portion of Section 21, Township 2 North, range 1 East, Willamette Meridian, lying within the George Malick Donation Land Claim being more particularly described as follows:

Beginning at a point on the Southerly line of West 26th Street, that is South 23.83 feet and West 524.69 feet from a concrete monument marking the Northwest corner of the Amos Short Donation Land Claim, said point of beginning also being the Northwest corner of that certain tract of land conveyed to George Mellor by deed recorded under Clark County Auditors File No. G 145106 and running thence South along said tract 146.89 feet; thence North 87°37'15" West 295.78 feet; thence North 3°00'15" East 173.82 feet to the Southerly line of the aforementioned West 26th Street; thence Southeasterly along said street along the arc of a curve to the left having a radius of 2322.00 feet, through a central angle of 7°08'14" an arc distance of 289.25 feet to the point of beginning.

Tract II:

059115-050 (18)

Beginning at the Northwest corner of the Amos Short Donation Land Claim in Section 21, Township 2 North, Range 1 East of the Willamette Meridian in Clark County; thence South 0°45' West 30.2 feet; thence West 345.9 feet to



WARRANTY DEED

the True Point of Beginning; thence South 324.0 feet; thence West 179.0 feet; thence North 330.0 feet to a point in the Southerly right of way boundary of West 26th Street, said point being 30.0 feet Southerly from the center line of said street; thence Easterly along said Southerly boundary on a curve with a radius of 2322.0 feet a distance of 171.6 feet; thence East 9.8 feet to the True Point of Beginning. Except County Roads.

Tract III:

059115-053 (21)

Beginning at the Northwest corner of the Amos Short Donation Land Claim in Section 21, Township 2 North, Range 1 East of the Willamette Meridian, and running thence South 0°45' West a distance of 30.0 feet to an intersection with the South line of West 26th Street Extension and the West line of the Amos Short Donation Land Claim; thence West along the South line of West 26th Street a distance of 355.1 feet; thence Westerly along the South line of West 26th Street on the arc of a 2322.0 foot radius curve a distance of 371.6 feet to a point which is the True Point of Beginning; thence continuing Westerly along the South Line of West 26th Street on the arc of a 2322.0 foot radius curve a distance of 433.5 feet to an intersection of the South line of West 26th Street and the East line of the Beard Fruit Company tract; thence South 9°47' West along the East line of the Beard Fruit Company tract a distance of 832.6 feet; thence East a distance of 932.3 feet, more or less, to the point of intersection with a line, which line bears South from a point on the South line of said West 26th Street, said point on said South line being South 0°45' West, 30.00 feet and West 345.9 feet from the Northwest corner of said Amos Short Donation Land Claim; thence North 358.34 feet, more or less, to a point which is South 324.0 feet from the South line of said West 26th Street; thence West 179.0 feet; thence North 230.2 feet to a point 100 feet South of the South line of 26th Street; thence Westerly on a curve parallel to the South line of 26th Street, 200 feet; thence North 100 feet to the Point of Beginning.

Except that portion dedicated to the City of Vancouver by deed recorded under Auditor's File No. G 195198, records of said County.

WARRANTY DEED



Tract IV:

058653-000,059115-020 (5,7)

That portion of the Amos Short and George Malick Donation Land Claims, lying in Section 21, Township 2 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the intersection of the South line of West 26th Street in the City of Vancouver, and the West line of said Amos Short Donation Land Claim (being 30 feet South of the Northwest corner of said Claim); thence South 89°23'30" East, along the South line of said 26th Street, 297 feet to the Northwest corner of HOME ADDITION TO THE CITY OF VANCOUVER, according to the plat thereof, recorded in Book "D" of Plats, at page 45, records of said county; thence South 0°44'45" West along the West line of said Home Addition, 1526.9 feet, more or less, to an intersection of said West line of said Home Addition, with the Easterly prolongation of the North line of the tract conveyed to the City of Vancouver, Washington, by deed recorded in Book "398", at page 247, records of said County; thence West along said Easterly prolongation of the North line and the North line of said City tract 904.20 feet; thence North 0°44'45" East 848.1 feet, more or less, to the South line of the tract acquired by the United States of America, as described in Declaration of Taking, recorded under Auditor's File No. F 0981; thence East along the South line of said last mentioned tract 607.2 feet to the Southeast corner thereof; thence North 0°44'45" East along the East line of said Government tract 682.4 feet to the true point of beginning.

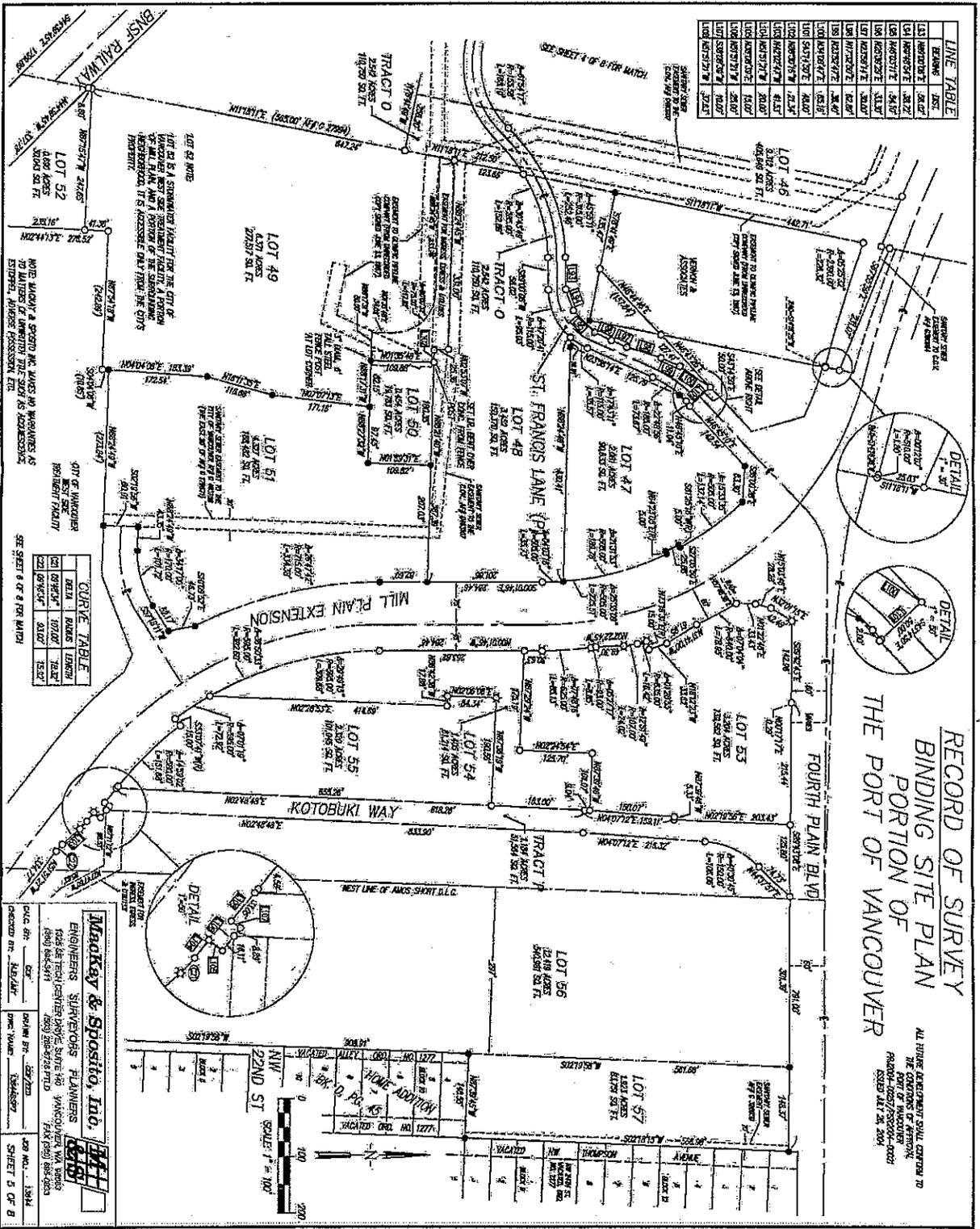
ALSO, beginning at the Northwest corner of the Amos Short Donation Land Claim in Section 21, Township 2 North, Range 1 East of the Willamette Meridian, and running thence South 0°45' West a distance of 30.0 feet to an intersection with the South line of West 26th Street Extension and the West line of the Amos Short Donation Land Claim, said point being the True Point of Beginning; thence West along the South line of West 26th Street, a distance of 345.9 feet; thence South a distance of 682.34 feet,



WARRANTY DEED

more or less, to the point of intersection with a line, which line bears West from a point on the West line said Amos Short Donation Land Claim, said point on said West line being South 0°45' West 682.4 feet, more or less, from the True Point of Beginning; thence East 343.9 feet, more or less, to the point on the West line of said Amos Short Donation Land Claim, which point bears South 0°45' West 682.4 feet from the True Point of Beginning; thence North 0°45' East 682.4 feet to the True Point of Beginning.

EXCEPTING therefrom a parcel of 0.46 acres, more or less as described in that certain Warranty Deed from California Packing Corporation to the State of Washington dated January 9, 1961, recorded February 1, 1969, under Auditor's File No. G 301358.



LINE TABLE

LINE	BEARING	DIST.
1	N 89° 52' 00" W	142.00
2	S 89° 52' 00" E	142.00
3	N 00° 00' 00" E	142.00
4	S 00° 00' 00" W	142.00
5	N 89° 52' 00" W	142.00
6	S 89° 52' 00" E	142.00
7	N 00° 00' 00" E	142.00
8	S 00° 00' 00" W	142.00
9	N 89° 52' 00" W	142.00
10	S 89° 52' 00" E	142.00
11	N 00° 00' 00" E	142.00
12	S 00° 00' 00" W	142.00
13	N 89° 52' 00" W	142.00
14	S 89° 52' 00" E	142.00
15	N 00° 00' 00" E	142.00
16	S 00° 00' 00" W	142.00
17	N 89° 52' 00" W	142.00
18	S 89° 52' 00" E	142.00
19	N 00° 00' 00" E	142.00
20	S 00° 00' 00" W	142.00
21	N 89° 52' 00" W	142.00
22	S 89° 52' 00" E	142.00
23	N 00° 00' 00" E	142.00
24	S 00° 00' 00" W	142.00
25	N 89° 52' 00" W	142.00
26	S 89° 52' 00" E	142.00
27	N 00° 00' 00" E	142.00
28	S 00° 00' 00" W	142.00
29	N 89° 52' 00" W	142.00
30	S 89° 52' 00" E	142.00
31	N 00° 00' 00" E	142.00
32	S 00° 00' 00" W	142.00
33	N 89° 52' 00" W	142.00
34	S 89° 52' 00" E	142.00
35	N 00° 00' 00" E	142.00
36	S 00° 00' 00" W	142.00
37	N 89° 52' 00" W	142.00
38	S 89° 52' 00" E	142.00
39	N 00° 00' 00" E	142.00
40	S 00° 00' 00" W	142.00
41	N 89° 52' 00" W	142.00
42	S 89° 52' 00" E	142.00
43	N 00° 00' 00" E	142.00
44	S 00° 00' 00" W	142.00
45	N 89° 52' 00" W	142.00
46	S 89° 52' 00" E	142.00
47	N 00° 00' 00" E	142.00
48	S 00° 00' 00" W	142.00
49	N 89° 52' 00" W	142.00
50	S 89° 52' 00" E	142.00
51	N 00° 00' 00" E	142.00
52	S 00° 00' 00" W	142.00
53	N 89° 52' 00" W	142.00
54	S 89° 52' 00" E	142.00
55	N 00° 00' 00" E	142.00
56	S 00° 00' 00" W	142.00
57	N 89° 52' 00" W	142.00
58	S 89° 52' 00" E	142.00
59	N 00° 00' 00" E	142.00
60	S 00° 00' 00" W	142.00
61	N 89° 52' 00" W	142.00
62	S 89° 52' 00" E	142.00
63	N 00° 00' 00" E	142.00
64	S 00° 00' 00" W	142.00
65	N 89° 52' 00" W	142.00
66	S 89° 52' 00" E	142.00
67	N 00° 00' 00" E	142.00
68	S 00° 00' 00" W	142.00
69	N 89° 52' 00" W	142.00
70	S 89° 52' 00" E	142.00
71	N 00° 00' 00" E	142.00
72	S 00° 00' 00" W	142.00
73	N 89° 52' 00" W	142.00
74	S 89° 52' 00" E	142.00
75	N 00° 00' 00" E	142.00
76	S 00° 00' 00" W	142.00
77	N 89° 52' 00" W	142.00
78	S 89° 52' 00" E	142.00
79	N 00° 00' 00" E	142.00
80	S 00° 00' 00" W	142.00
81	N 89° 52' 00" W	142.00
82	S 89° 52' 00" E	142.00
83	N 00° 00' 00" E	142.00
84	S 00° 00' 00" W	142.00
85	N 89° 52' 00" W	142.00
86	S 89° 52' 00" E	142.00
87	N 00° 00' 00" E	142.00
88	S 00° 00' 00" W	142.00
89	N 89° 52' 00" W	142.00
90	S 89° 52' 00" E	142.00
91	N 00° 00' 00" E	142.00
92	S 00° 00' 00" W	142.00
93	N 89° 52' 00" W	142.00
94	S 89° 52' 00" E	142.00
95	N 00° 00' 00" E	142.00
96	S 00° 00' 00" W	142.00
97	N 89° 52' 00" W	142.00
98	S 89° 52' 00" E	142.00
99	N 00° 00' 00" E	142.00
100	S 00° 00' 00" W	142.00

RECORD OF SURVEY
BINDING SITE PLAN
 PORTION OF
THE PORT OF VANCOUVER

ALL RIGHTS RESERVED SHALL CONTINUE TO
 THE CITY OF VANCOUVER
 PLAN NO. 1021/755004-0001
 ISSUED MAY 26, 2004

MacKay & Spostio, Inc.
 ENGINEERS SURVEYORS PLANNERS
 1025 WEST CENTER DRIVE, SUITE 100
 VANCOUVER, B.C. V6C 3K9
 (604) 681-5511
 (604) 681-5512
 (604) 681-5513

DATE: 04/11/04
 SHEET NO.: 1384
 SHEET 5 OF 8

EXHIBIT F

Legal Property Description and Plot Map for Cadet Portion

4172955 D

Rec Fee - \$33.00 Pages: 2 - CASCADE TITLE
Clark County, WA 5/28/06 11:48 AM

When recorded return to:
Port of Vancouver
3103 NW Lower River Road
Vancouver, WA 98660
Escrow No :00220702

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951
591718 \$43,537.70 has been paid
Recp.# _____ Date 5/26/06
Sec 61. see Affd. No. _____
Doug Lasher
Clark County Treasurer
By _____ LM
Deputy

Statutory Warranty Deed

THE GRANTOR ANDERSON REALTY INVESTMENTS, L.L.C., a Washington Limited Liability Company for and in consideration of Ten Dollars and other valuable consideration in hand paid, conveys and warrants to PORT OF VANCOUVER, a municipal corporation organized and existing under the laws of the State of Washington the following described real estate, situated in the County of CLARK, State of Washington:

Pin of W 1/2 21-2-1E, WM

Tax Parcel Number(s): 151956-000

See Exhibit A attached hereto and made a part hereof.

SUBJECT TO covenants, conditions, restrictions, reservations, easements and agreements of record, if any

Dated this 19th day of MAY, 2006

ANDERSON REALTY INVESTMENTS, LLC
a Washington Limited Liability Company

Richard E. Anderson
BY: RICHARD E. ANDERSON, Manager

STATE OF WASHINGTON } ss
COUNTY OF CLARK

I certify that I know or have satisfactory evidence that RICHARD E. ANDERSON IS the person who appeared before me, and said person acknowledged that HE signed this instrument, on oath stated that HE IS authorized to execute the instrument and acknowledged it as the MANAGER of ANDERSON REALTY INVESTMENTS, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument

Dated: MAY 19th, 2006



Macey A. Nelson
Notary Public in and for the State of Washington
Residing at Battle Ground
My appointment expires: 9/29/2009

EXHIBIT "A"

That portion of the Malick Donation Land Claim and of the Charles Proulx Donation Land Claim lying within Section 21, Township 2 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Southwest corner of Lot 28, Block 11, FRUIT VALLEY HOMES, according to the plat thereof, recorded in Volume "E" of Plats, at page 52, records of said County, thence North 11°18'00" East, along the West line of said Block 11, a distance of 668.38 feet to the Northeast corner of the tract conveyed to Cadet Manufacturing Company by deed recorded under Auditor's File No. 9801270162, said point being the TRUE Point of Beginning hereof; thence continuing North 11°18'00" East, along said West line, 349.58 feet to an inner corner thereof; thence North 79°19'58" West, along the South line of said Block 11, a distance of 520.78 feet to the East line of the tract conveyed to Clark County, Washington by deed recorded under Auditor's File No. G 48754; thence South 13°16'12" West, along the East line of said County Tract, 848.58 feet to the North line of said West 26th Street; thence South 66°27'50" East, along said North line, 260.90 feet to the Southwest corner of said Cadet tract; thence North 11°17'42" East, along the West line of said Cadet Tract, 556.29 feet to the Northwest corner thereof; thence South 79°19'58" East, along the North line of said Cadet Tract, 295.00 feet to the TRUE Point of Beginning.

EXCEPT that portion conveyed to the City of Vancouver, a Washington Municipal Corporation, by Warranty Deed recorded June 22, 2001, under Auditor's File No. 3336685, records of Clark County, Washington

Situate in the County of CLARK, State of WASHINGTON

End of Exhibit "A"

When recorded return to:
Port of Vancouver, USA
3103 NW Lower River Road
Vancouver, WA 98660

4172956 D
Rec Fee - \$33.00 Pages: 2 - CASCADE TITLE 11:40 AM
Clark County, WA 5/26/06

Real Estate Excise Tax
Ch. 11 Rev Laws 1981
\$23400- has been paid
591719 Recp.# Date 5/26/06
Sec 61, see Affd. No.
Doug Lasher
Clark County Treasurer
By WR
Deputy

Statutory Warranty Deed

THE GRANTOR CADET MANUFACTURING COMPANY, a Washington corporation for and in consideration of Ten Dollars and other valuable consideration in hand paid, conveys and warrants to PORT OF VANCOUVER USA, a municipal corporation organized and existing under the laws of the State of Washington the following described real estate, situated in the County of CLARK, State of Washington:

Portion of N 1/2, SW 1/4, 21-2-1E, WM

Tax Parcel Number(s): 059115-055

See Exhibit A attached hereto and made a part hereof

SUBJECT TO covenants, conditions, restrictions, reservations, easements and agreements of record, if any

Dated this 24th day of MAY, 2006

CADET MANUFACTURING COMPANY,
a Washington Corporation

J. H. Johnson
BY: J. H. Johnson, President

STATE OF WASHINGTON } ss
COUNTY OF CLARK

I certify that I know or have satisfactory evidence that J. H. JOHNSON IS the person who appeared before me, and said person acknowledged that HE signed this instrument, on oath stated that HE authorized to execute the instrument and acknowledged it as the PRESIDENT of CADET MANUFACTURING COMPANY to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument

Dated: MAY 24th, 2006



Marcy A. Nelson
Notary Public in and for the State of Washington
Residing at Battle Ground
My appointment expires: 9/29/2009

EXHIBIT "A"

That portion of the Malick Donation Land Claim in Section 21, Township 2 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

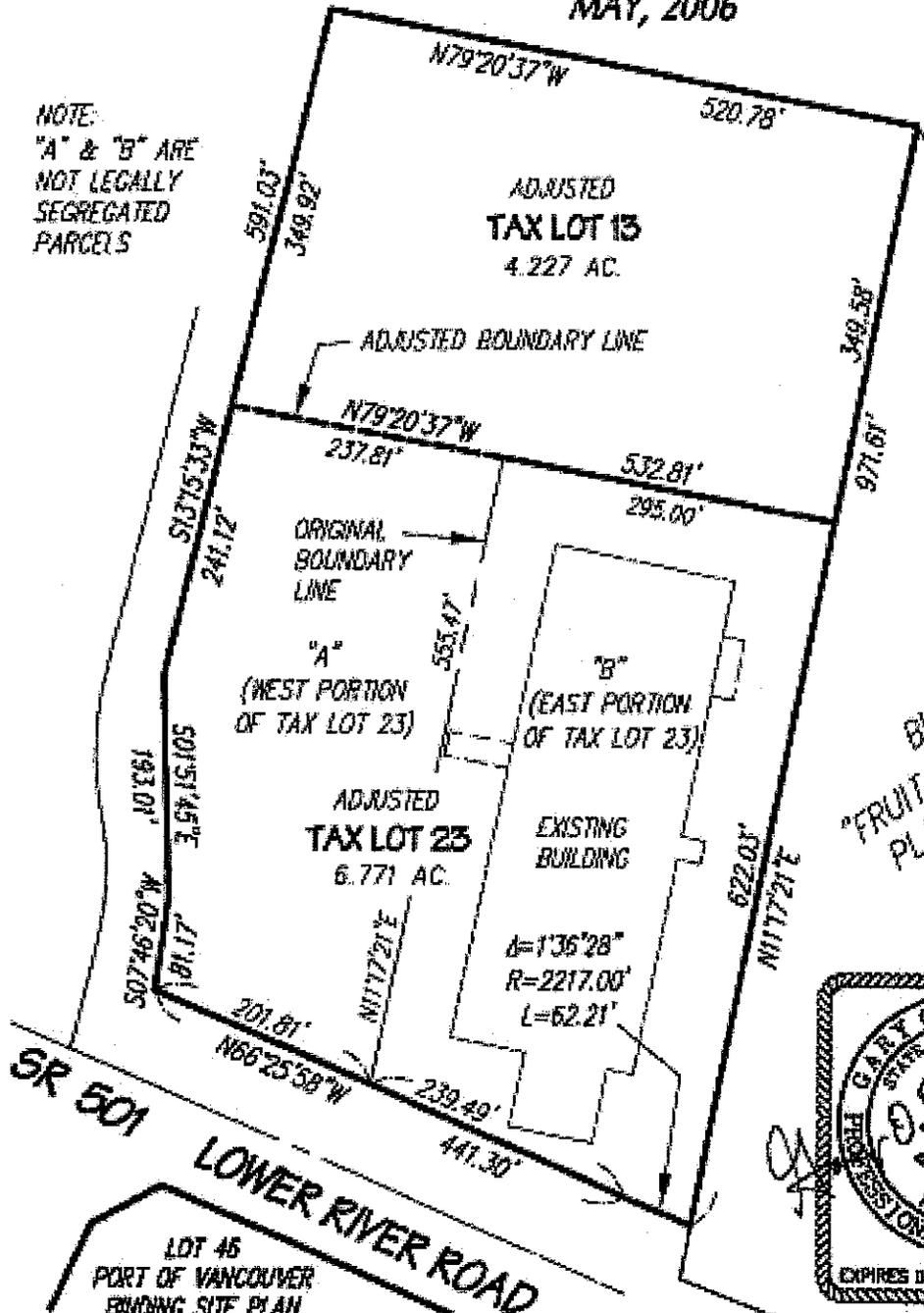
BEGINNING at the Southwest corner of Lot 28, Block 11, FRUIT VALLEY HOMES, according to the plat thereof, recorded in Volume "E" at page 52, records of said County, thence North $11^{\circ}18'00''$ East, along the West line of said Block 11, a distance of 45.76 feet to the North line of West 26th Street, also known as State Route 501, as established by deed recorded under Auditor's File No. G 33307, said point being the TRUE Point of Beginning hereof, thence continuing North $11^{\circ}18'00''$ East, along said West line, 622.62 feet to the Northeast corner of tract conveyed to Cadet Manufacturing Company by deed recorded under Auditor's File No. 9801270162; thence North $79^{\circ}19'58''$ West, along the North line of said Cadet tract, 295.00 feet to the Northwest corner thereof; thence South $11^{\circ}17'42''$ West, along the West line of said 556.29 feet to the North line of said West 26th Street; thence South $66^{\circ}27'50''$ East, along said North line 239.44 feet; thence along said North line along the arc of a curve to the left, having a radius of 2,217.00 feet, thru a central angle of $01^{\circ}36'25''$ for an arc length of 62.18 feet TRUE Point of Beginning.

Situate in the County of CLARK, State of WASHINGTON

End of Exhibit "A"

BOUNDARY LINE ADJUSTMENT SKETCH
TAX LOT 13 AND TAX LOT 23
CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON
MAY, 2006

NOTE:
 "A" & "B" ARE
 NOT LEGALLY
 SEGREGATED
 PARCELS

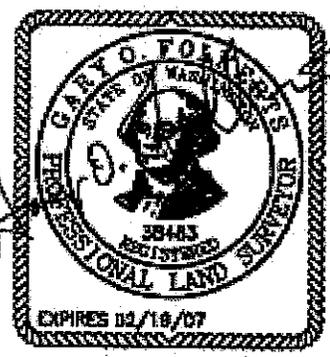


N

BEARINGS BASED ON SURVEY BOOK
 53, PAGE 65

1" = 160'

BLOCK 11
 "FRUIT VALLEY HOMES"
 PLAT BK. E, PG. 52



5-10-06

MacKay & Sposito, Inc.



ENGINEERS SURVEYORS PLANNERS
 1325 SE TECH CENTER DRIVE, SUITE 140, VANCOUVER, WA 98683
 (360) 695-3411 (509) 289-6726 PTLD FAX (360) 695-0833

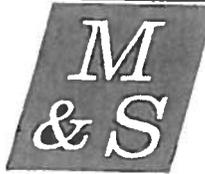
EXHIBIT G

Legal Property Description and Plot Map for NuStar Portion

Main Site Legal Description

12584LD
07/24/98
GOF/md

Mackay & Sposito Inc.



ENGINEERS SURVEYORS PLANNERS

1703 MAIN STREET VANCOUVER, WASHINGTON 98660

WASHINGTON
(360) 695-3411

FAX
(360) 695-0833

OREGON
(503) 289-6726

EMAIL
msinc@e-z.net

LEGAL DESCRIPTION
PORT OF VANCOUVER
GATX LEASE PARCEL
VANCOUVER, WASHINGTON

Real Property situated in the City of Vancouver, Clark County, Washington, lying in Sections 20, 21, 28 and 29, Township 2 North, Range 1 East of the Willamette Meridian, more particularly describes as follows:

Beginning at a 2 inch diameter iron pipe marking the Northwest corner of the Amos Short Donation Land Claim as shown in Book 39 of Surveys at Page 125, records of said county; thence along the West line of said Short Donation Land Claim South 02° 19' 42" West, 1526.22 feet; thence North 87° 40' 18" West, 2296.43 feet to the TRUE POINT OF BEGINNING of the lease parcel to be described; thence South 16° 50' 30" West, 154.51 feet; thence South 21° 14' 24" West, 79.29 feet; thence South 05° 33' 34" West, 136.62 feet; thence South 35° 58' 26" West, 57.92 feet; thence North 58° 08' 10" West, 492.27 feet; thence South 31° 51' 50" West, 16.00 feet; thence North 58° 08' 10" West, 333.76 feet; thence North 03° 06' 01" West, 19.52 feet; thence North 58° 08' 10" West, 57.20 feet; thence North 24° 26' 00" East, 23.87 feet; thence North 23° 29' 21" West, 63.48 feet; thence North 55° 09' 59" West, 134.70 feet; thence North 58° 14' 47" West, 226.64 feet; thence North 31° 41' 55" East, 158.79 feet; thence South 58° 08' 10" East, 3.00 feet; thence North 31° 41' 55" East, 235.05 feet; thence South 58° 18' 05" East, 48.48 feet; thence North 31° 41' 55" East, 120.62 feet; thence South 52° 07' 20" East, 372.77 feet; thence South 53° 26' 39" East, 431.74 feet; thence South 53° 07' 07" East, 209.69 feet; thence South 28° 08' 12" East, 161.58 feet to the TRUE POINT OF BEGINNING.

Containing 625,969 square feet or approximately 14.370 acres.

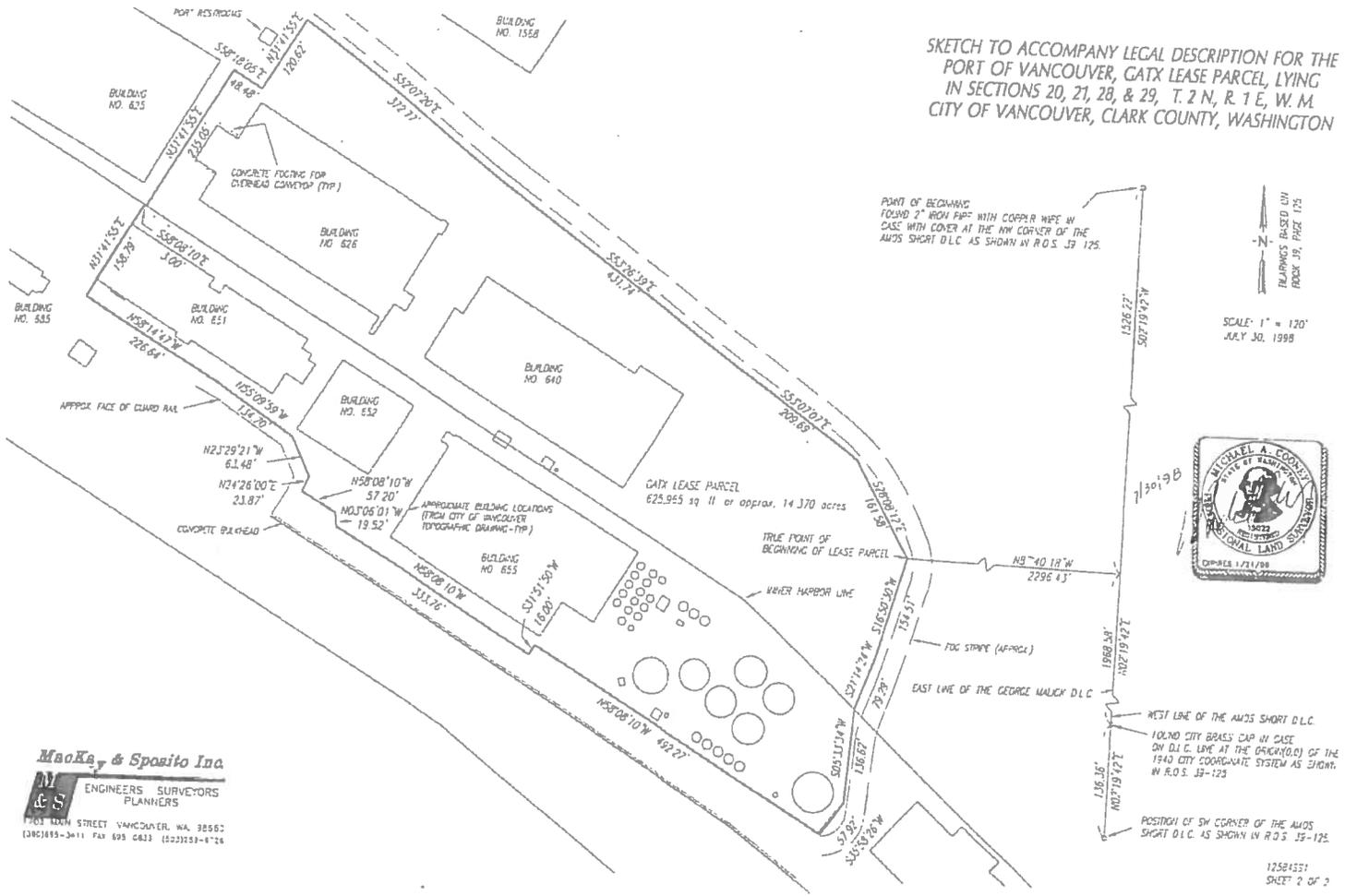
Subject to easements and restrictions of record.



7/30/98

Main Site Premises Map

SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR THE PORT OF VANCOUVER, CATX LEASE PARCEL, LYING IN SECTIONS 20, 21, 28, & 29, T. 2 N., R. 1 E., W. M. CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON



MacKay & Spisito Inc.
 ENGINEERS SURVEYORS
 PLANNERS
 103 MAIN STREET VANCOUVER, WA 98562
 (360)655-3411 FAX 605-6413 (202)358-4124

Tank Farm Legal Description and Premises Map

Lot 30 of that Port of Vancouver Binding Site Plan
 recorded in Book 53 of Surveys at Page 141, Clark County
 survey records

