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EPA

U.S. Environmental Protection Agency

Oregon Operations Office

811 S.W. Sixth Avenue

Portland, Oregon 97204

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FACSIMILE TRANSMISSION

Date: 4/20/07 Page 1 of 17 pages

To: Tim Brincefield

Location: ECL

Fax #: 0124

From: Chip Humphrey

Comments: Gould Easement

USEPA SF



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After Recording Return To:
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P.O. Box 2946
Portland, Oregon 97208-2946

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C. Swick, Deputy Clerk

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**ENVIRONMENTAL PROTECTION EASEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS**

This Environmental Protection Easement and Declaration of Restrictive Covenants ("Easement") is made this 11 day of December, 2000, by and between Rhône-Poulenc AG Company, 6200 N.W. St. Helens Road, Portland, Oregon 97210-0224, ("Grantor"), on the one hand, and GOULD ELECTRONICS INC. ("Gould"), an Ohio corporation having an address of 34929 Curtis Blvd., Eastlake, Ohio 44095-4001, and the UNITED STATES OF AMERICA and its assigns, ("Grantee"), having an address of EPA Region 10, ECL- 111, 1200 Sixth Avenue, Seattle, WA 98101 on the other hand (collectively, "Grantees").

WITNESSETH:

WHEREAS, Grantor is the owner of two parcels of land located in the county of Multnomah, State of Oregon, more particularly described on Exhibit A ("Parcel A") and Exhibit B ("Parcel B") attached hereto and made a part hereof (Parcels A and B, collectively shall be referred to as the "Property"); and

WHEREAS, Gould is the owner of a parcel of land located in the county of Multnomah, State of Oregon, more particularly described on Exhibit C attached hereto and made a part hereof (the "Gould Property"); and

11

WHEREAS, a portion of the Property is part of the Gould Superfund Site ("Site"), which the U.S. Environmental Protection Agency ("EPA"), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9605, placed on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on September 8, 1983; and

WHEREAS, in a Record of Decision dated June 3, 1997 (the "ROD"), the EPA Region 10 Regional Administrator selected a "remedial action" for the Site, which provides, in part, for the following actions:

Construction of a lined and capped on-site containment facility ("OCF"), which has a leachate collection system; excavation and dewatering of East Doane Lake sediments contaminated above specified cleanup levels; excavation of battery cases on the Gould Property and East Doane Lake; treatment of lead fines, stockpiled materials and other lead contaminated material identified as principal threat waste; consolidation of contaminated material in the lined and capped OCF; filling of the East Doane Lake remnant and the open excavation in the lake area on the adjacent Rhône-Poulenc property; imposition of institutional controls; performance of groundwater monitoring to ensure the effectiveness of the cleanup and that contaminants were not mobilized during its implementation; long term operation and maintenance requirements; and reviews conducted no less than every five (5) years to ensure the remedy continues to provide adequate protection of human health and the environment; and

WHEREAS, the ROD selected a remedial action for the soils operable unit of the Gould Site. Remediation of groundwater contamination was not included in the ROD, and may in the future be undertaken as an additional response action at and near the Site under federal or state authority; and

WHEREAS, Gould, Grantor and other respondents to EPA's administrative orders issued *In the Matter of Gould Superfund Site*, EPA Docket No. 1091-01-10-106, issued on January 22, 1992 and July 8, 1997, are currently in the process of completing remedial design and remedy implementation at the Site; and

WHEREAS, Grantor has agreed to allow Parcel B to be used for construction of an access road for the OCF to be constructed as part of the remedial action;

WHEREAS, Gould, Grantor and other respondents to EPA's administrative orders are parties to a Consent Decree in a case captioned *United States of America v. NL Industries, Inc., Gould Inc.*, which was entered in the United States District Court for the District of Oregon on May 14, 1998 (the "Consent Decree"); and

WHEREAS, the parties hereto have agreed that it is appropriate and necessary (1) to grant a permanent right of access over the Property to the Grantees for purposes of implementing, facilitating and monitoring the remedial action; and (2) to impose on the Property use restrictions as covenants that will run with the land for the purpose of protecting human health and the environment; and

WHEREAS, Grantor wishes to cooperate fully with the Grantees in the implementation of all response actions at the Site;

NOW, THEREFORE:

1. Grant. Grantor, on behalf of itself, and its successors and assigns in interest in the Property, in consideration of EPA's agreement to release Grantor from the First Amendment to Administrative Order, In the Matter of the Gould Superfund Site, Soils Unit, Portland, Oregon, EPA Docket No. 1091-01-10-106, does hereby covenant and declare that the Property shall be subject to the restrictions on use set forth below, and does give, grant and convey to the United States of America and Gould, and their assigns, with general warranties of title, (1) the perpetual right to enforce said use restrictions, and (2) an environmental protection easement of the nature and character, and for the purposes hereinafter set forth, with respect to the Property.

2. Purpose. It is the purpose of this instrument to give the Grantees the right to remediate past environmental contamination and reduce the risk of exposure to contaminants for human health and the environment.

3. Restrictions on Use. The following covenants, conditions, and restrictions apply to the use of the Property, run with the land and are binding on the Grantor:

a. The Property shall not be used for a residential or agricultural use (which is not intended to prohibit *commercial scale* recycling or composting activities).

b. There shall be no actions undertaken on the Property that may disturb or damage or otherwise interfere with the structural integrity of the OCF being constructed on the Gould Property, the OCF cap, the cap, if any, on the Property, the OCF liner, the OCF leachate collection system, the OCF detection monitoring system, or any other remedial actions that provide containment of hazardous substances, pollutants or contaminants or the ability to monitor such containment undertaken pursuant to the ROD.

c. The Property shall not be used for any commercial uses, as defined in the City of Portland Zoning Code, unless EPA determines in writing that such use is compatible with the protective level of cleanup that is achieved on that portion of the Property after implementation of the ROD; provided, however, that Grantor and its successors in interest may use Parcel B as an access road to property owned by Grantor.

These restrictive covenants, conditions, and restrictions touch and concern the Property, the Gould Property and the easement granted in paragraph 5 hereof. They are intended to impose an equitable servitude upon the Property for the benefit of the Gould Property, and the easement granted in paragraph 5 hereof. They shall run with the Property and inure to the benefit of all parties having or acquiring any fee interest in the Gould Property or in any part thereof and all parties having or acquiring any interest in the easement granted in paragraph 5 hereof.

4. Modification of Restrictions. The above restrictions and the easement rights granted below may be modified, or terminated in whole or in part, in writing, by the United States (as to it) or Gould (as to it) or both and with the consent of Grantor. However, Gould shall not modify or terminate its rights under this Easement without the consent of EPA so long as it is obligated to perform under the Consent Decree. Gould's termination or modification of its rights under this Easement shall not affect the rights and interests of Grantee United States and its assignees under this Easement. If requested by the Grantor, such writing will be executed by the United States or Gould in recordable form. Grantee Gould agrees that, if EPA or such governmental entity as may succeed to its authority has agreed with the Grantor to such a modification or termination, Grantee Gould will *agree* in writing, in a recordable form, to such modification or termination. During such time as the Consent Decree remains in effect, if Grantor requests that the United States modify or terminate a restriction or easement right and the United States declines to do so, Grantor may invoke and shall be subject to such Dispute Resolution procedures as exist under the Consent Decree.

5. Environmental Protection Easement.

a. Grant of Easement. Grantor hereby grants separately to each Grantee an irrevocable, permanent and continuing right of access at all reasonable times to the Property. The purposes for such access are:

- (1) Monitoring the activities that any defendant under the Consent Decree or respondents under an administrative order are required by the United States to perform in implementation of the ROD;
- (2) Verifying any data or information submitted to the United States or to the State of Oregon;
- (3) Conducting investigations relating to contamination at or near the Site;
- (4) Obtaining samples;
- (5) Assessing the need for planning, monitoring, or implementing additional response actions at or near the Site;
- (6) Implementing the Remedial Action;

(7) Determining whether the Site or other Property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted by this document, a consent decree or an administrative order issued by the United States;

(8) Performing or overseeing the performance of monitoring actions or other response actions as defined by CERCLA section 101(25), 42 U.S.C. §9601(25), on the Property which are required to be carried out during the Operations & Maintenance phase to be implemented after completion of the Remedial Action; and

(9) Conducting periodic reviews of the remedial action, including but not limited to, reviews required by applicable statutes and/or regulations, and performing or overseeing the performance of any response actions called for by such periodic reviews.

(10) Using Parcel B as an access road for the construction, operation and maintenance of the OCF.

b. Duration of Easement. Access granted under this paragraph expires pursuant to the following terms:

(1) Access to Grantees for the purposes set forth in subparagraphs 5.a.(1) through (6) shall expire when EPA, or such governmental entity as may succeed to its authority, certifies that the Remedial Action has been completed.

(2) Access to Grantees for the purposes set forth in subparagraphs 5.a.(7), (8) and (9) shall expire at such time as EPA, or such governmental entity as may succeed to its authority, certifies that the Work has been completed.

6. Reserved Rights of Grantor. Grantor hereby reserves unto itself and its successors and assigns in interest in the Property all rights and privileges in and to the use of the Property which are not incompatible with the restrictions, rights and easements granted herein.

7. Nothing in this document shall limit or otherwise affect EPA's or its assignees rights of entry and access provided by law or regulation.

8. No Public Access and Use. No right of access or use by the general public to any portion of the Property is conveyed by this instrument.

9. Notice Requirement. Grantor agrees, so long as any restriction established by paragraph 3 above or easement granted by paragraph 5 above remains in effect, to include in any instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases and mortgages, a notice which is in substantially the following form:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO THE EFFECT OF AN ENVIRONMENTAL PROTECTION EASEMENT AND DECLARATION OF RESTRICTIVE COVENANTS, DATED _____, 19___, RECORDED IN THE PUBLIC LAND RECORDS ON _____, 19___, IN BOOK _____ PAGE _____, IN FAVOR OF, AND ENFORCEABLE BY, THE UNITED STATES OF AMERICA AND ITS ASSIGNS.

Within thirty (30) days of the date any such instrument of conveyance is executed, Grantor must provide Grantee United States with a certified true copy of said instrument and, if it has been recorded in the public land records, its recording reference.

10. Administrative Jurisdiction. The federal agency having administrative jurisdiction over the interests acquired by the United States by this instrument is the EPA. The Regional Administrator of EPA Region 10 shall exercise the discretion and authority granted to the United States herein. If the United States assigns its interest(s) created by this instrument, unless it provides otherwise in any such assignment document, the discretion and authority referred to in this paragraph shall also be assigned. In addition, after assignment of the interests created herein, the assignee of the United States shall receive any and all interests and rights granted to the United States in this document.

11. Enforcement. Either Grantee shall be entitled to enforce the terms of this instrument by resort to specific performance or legal process. Except as provided below, the prevailing party or parties in the enforcement action shall be reimbursed for all reasonable costs and expenses including, but not limited to, attorneys' fees, incurred in any such enforcement action; provided however, in no event shall Grantee United States or its assigns pay attorney fees, nor shall Grantee Gould pay a share of attorney fees otherwise properly solely allocable to Grantee United States. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including CERCLA. Enforcement of the terms of this instrument shall be at the discretion of either Grantee, and any forbearance, delay or omission to exercise their rights under this instrument in the event of a breach of any term of this instrument shall not be deemed to be a waiver by either Grantee of such term or of any subsequent breach of the same or any other term, or of any of the rights of either Grantee under this instrument.

12. Damages. Each Grantee shall be entitled to recover damages for violations of the terms of this instrument, or for any injury to the remedial action, to the public or to the environment protected by this instrument.

13. Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

14. Covenants. Grantor hereby covenants to and with the United States and its assigns, that the Grantor is lawfully seized in fee simple of the Property, that the Grantor has a good and lawful right and power to sell and convey it, that the Property is free and clear of

encumbrances, except those noted on Exhibit D attached hereto, and that the Grantor will forever warrant and defend the title thereto and the quiet possession thereof.

15. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

Robert L. Ferguson
 Manager of Health, Safety
 and Environment
 RHONE-POULENC AG COMPANY
 P.O. Box 12014
 Research Triangle Park, NC 27709-2014

George S. Goodridge
 Sr. Environmental Attorney
 RHONE-POULENC, INC.
 P.O. Box 12014
 Research Triangle Park, NC 27709-2014

James E. Benedict
 CABLE HUSTON BENEDICT
 HAAGENSEN & LLOYD LLP
 1001 SW 5th Avenue, Suite 200
 Portland, OR 97204-1136

To Grantee United States:

Chief, Environmental Enforcement
 Environment and Natural Resources
 Division
 U.S. Department of Justice
 PO Box 761 1, Ben Franklin Station
 Washington, D.C. 20044
 Re: DJ #90-11-3-3978

To Grantee Gould:

James F. Cronmiller
 Director, Corporate Environmental Affairs
 Gould Electronics Inc.
 34929 Curtis Boulevard
 Eastlake, OH 44095-4001

David L. Blount
 LANDYE BENNETT BLUMSTEIN, LLP
 1300 SW 5th Ave., Suite 3500
 Portland, OR 97201

Director, Office of Environmental Cleanup
 U.S. Environmental Protection Agency
 Region 10 - ECL III
 1200 Sixth Avenue
 Seattle, WA 98101

16. General Provisions.

a. Controlling Law. The interpretation and performance of this instrument shall be governed by the laws of the United States or, if there are no applicable federal laws, by the laws of Oregon, where the property is located. To the extent not otherwise specifically

defined in this document, any capitalized term shall bear the meaning given to it in the Consent Decree.

b. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the grant to effect the purpose of this instrument and the policy and purpose of CERCLA. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

c. Severability. If any provision of this instrument, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this instrument, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

d. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to rights and restrictions created hereby, and supersedes all prior discussions, negotiations, understandings, or agreements relating thereto, all of which are merged herein.

e. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

f. Successors. The covenants, terms, conditions, and restrictions of this instrument shall be binding upon, and inure to the benefit of, the parties hereto and upon successors and assigns in interest in the Property (including the easement granted in paragraph 5 above) and successors and assigns in interest in the Gould Property, subject to earlier termination as provided in paragraph 5.b., and shall continue as a servitude running in perpetuity with the Property for the benefit of the Gould Property and the easement granted pursuant to and subject to paragraph 5 above. The term "Grantor" wherever used herein, and any pronouns used in place thereof, shall include the persons and/or entities named at the beginning of this document, identified as "Grantor" and the successors and assigns in interest in the Property, and heirs and personal representatives thereof. The term "Grantee," wherever used herein, and any pronouns used in place thereof, shall include the United States of America, and its designated representatives, and any assignee in the United States' interest in the easement granted in paragraph 5 above, and its designated representatives. The United States covenants that it will only assign such interest to the State of Oregon or a subdivision thereof. The term "Grantee" whenever used herein, and any pronouns used in place thereof, shall also mean Gould and the successors and assigns in interest in the Gould Property, and heirs and personal representatives thereof. The rights of the Grantee Gould and Grantor under this instrument are freely assignable only to any person or entity that acquires an interest in the Gould Property or the Property, respectively, subject to the notice provisions hereof.

g. Termination of Rights and Obligations. A party's rights and obligations under this instrument terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

h. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

i. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

TO HAVE AND TO HOLD unto the United States and its assigns forever.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be signed in its name.

Executed this 17th day of October, 2000.

RHÔNE-POULENC, INC.

By: Robert L. Ferguson
Its: Manager Remediation

STATE OF NORTH CAROLINA)
County of Johnston) ss.

This instrument was acknowledge before me on 17th October, 2000, by Robert L. Ferguson, as Mgr Remediation of Rhone Pouenc Inc a(n) corporation.



Teresa Langdon
Notary Public for North Carolina
My commission expires: 7-21-2005

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This easement is accepted this _____ day of _____, 2000.

Executed this 3 day of October, 2000.

GOULD ELECTRONICS, INC.

By: Michael C. Vesey

Its: Senior Vice President

STATE OF OHIO)
) ss.
County of LAKE)

Before me, a notary public, in and for said, county, personally appeared MICHAEL C. VESSEY, known to me to be the person who, as SR. VICE PRESIDENT of GOULD ELECTRONICS INC., executed the foregoing instrument, signed the same, and acknowledged to me that HE did so sign said instrument in the name and on behalf of the corporation as SR. VICE PRESIDENT; that the same is HIS free act and deed as SR. VICE PRESIDENT, and the free and corporate act and deed of said corporation, and HE is duly authorized to sign said instrument

SUBSCRIBED AND SWORN to before me this 3rd day of OCTOBER, 2000.

Michael
Notary Public for Ohio
My commission expires: August 10, 2003

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This easement is accepted this 11th day of December, 2000.

UNITED STATES OF AMERICA

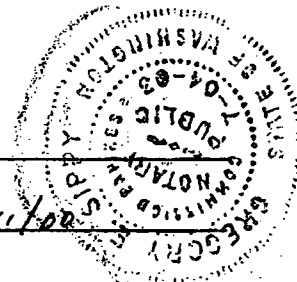
U.S. ENVIRONMENTAL PROTECTION
AGENCY

By: [Signature]
Director, ECL

STATE OF WASHINGTON)
County of King) ss.

This instrument was acknowledge before me on December 11, 2000,
by Michael F. Greenhead, as Director of Region 10, ECL.

[Signature]
Notary Public for Washington
My commission expires: 12/11/02



Attachments:

- Exhibit A legal description of the Property - Parcel A
- Exhibit B legal description of the Property - Parcel B
- Exhibit C legal description of the Gould Property
- Exhibit D list of title exceptions

Order No. 854635

Exhibit A

A tract of land in the Milton Doane Donation Land Claim, Section 13, Township 1 North, Range I West, of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at the intersection of the Westerly line of NW 61st Avenue with the Southerly line of NW Culebra Avenue in the City of Portland, Multnomah County, Oregon; thence North 44°20' West on a continuation of the Southerly line of NW Culebra Avenue produced Westerly, a distance of 1248.40 feet to a point which is 30 feet Westerly (measured at right angles) from the Westerly line of that certain tract conveyed by Bethlehem Pacific Coast Steel Company to Morris P. Kirk & Son, Inc., by Bargain & Sale Deed recorded March 3, 1948 in Book 1253, page 264, which point is the true point of beginning from this description; thence North 31°14'40" East, parallel with the Westerly line of said Kirk tract, 492.40 feet; thence North 41°42'10" West 699.09 feet; thence North 55°55'30" West 121.43 feet to a point that is 150 feet Easterly from the center line between the Railway Companies' double track; thence Southerly parallel with said center line, along the arc of a 1760.08 feet radius curve to the left, a distance of 954.15 feet through a central angle of 31°03'46", the long chord of which bears South 5°02'57" East 942.58 feet; thence South 16°54'10" East 301.85 feet; thence North 31°14'40" East 249.90 feet to the true point of beginning.

Order No. 878991

Exhibit B

A tract of land in the Milton Doane Donation Land Claim, in Section 13, Township I North, Range I West, of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, being more particularly described as follows:

Beginning at a concrete monument at the most Westerly corner of that tract described in Deed as Fee No. 94-016004 and recorded January 31, 1994; thence North $31^{\circ}14'07''$ East along the Northwesterly line of said Fee No. 94-016004 a distance of 993.22 feet to the Southwesterly right-of-way line of N.W. Front Avenue-, thence North $41^{\circ}42'43''$ West along said right-of-way line 31.38 feet to the most Easterly corner of Book 488, page 493, recorded April 21, 1966; thence South $31^{\circ}14'07''$ West along the Southeasterly line of said Book 488, page 493 and of Parcel II of Book 2114, page 669 and recorded June 22, 1988 a distance of 1244.60 feet to the Southerly corner of said Parcel II as described in Deed Book 2114, page 669; thence South $18^{\circ}54'43''$ East on the projection of the Southwesterly line as described in said Deed Book 2114, page 669 a distance of 39.08 feet; thence North $31^{\circ}14'07''$ East parallel with the Southeasterly line of said Parcel II a distance of 267.23 feet to the point of beginning.

Exhibit C

Legal Description for the Gould Electronics, Inc. Property in Doane Lake, Portland, Oregon Area

A tract of land situated in the Milton Doane D.L.C. in Section 13, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at the most Westerly comer of "Bridgeport" in the Milton Doane D.L.C. in said Section 13, the said point being where the Northwesterly boundary of NW Balboa Avenue extended, now vacated, is intersected by the Southwesterly boundary of NW Culebra Avenue; thence North 44°16' West along the Southwesterly boundary of NW Culebra Avenue, 722 feet to a point of intersection with the Northwesterly boundary of NW 61st Avenue, which point is the true point of beginning of the tract herein described; thence North 44°16' West 1217.43 feet along the direct extension Northwesterly of the Southwesterly boundary of NW Culebra Avenue to an iron pipe at the most Westerly corner of that certain 17.547 acre tract of land conveyed by M.L. Holbrook, Trustee, to Pacific Coast Steel Company by deed dated August 21, 1918 and recorded September 7, 1918 in Book 764, page 81 Deed Records, said pipe being in the division line between said 17.547 acre tract and the land owned by the Spokane Portland & Seattle Railway Company as referred to in said deed; thence North 31°15' East along said division line 992.91 feet to the Southwesterly boundary of NW Front Avenue; thence South 41°41'10" East along the Southwesterly boundary of NW Front Avenue 405.03 feet; thence South 31°15' West 947.03 feet to a point which is 25 feet Northeasterly of, when measured at right angles to, the direct extension Northwesterly of the Southwesterly boundary of NW Culebra Avenue; thence South 44°16' East parallel to and 25 feet from the direct extension Northwesterly of the Southwesterly boundary of NW Culebra Avenue, 817.43 feet to the Northwesterly boundary of NW 61st Avenue; thence Southwesterly along the Northwesterly boundary of NW 61st Avenue 25.82 feet to the true point of beginning.

EXHIBIT D**List of Exceptions**

1. Conditions and Restrictions contained in EPA Docket No. 1091-01-10-106, of the City of Portland, as disclosed by Memorandum of First Amendment to Administrative Order in the Matter of Gould Superfund Site EPA Docket No. 1091-01-10-106

Recorded : September 19, 1997 as Fee No. 97143627

2. Memorandum of Entry of Consent Decree in the Matter of Gould Superfund Site Civil Action No. CV-98-322-HA, including the terms and provisions thereof,

Dated : July 2, 1998

Recorded : July 6, 1998 as Fee No. 98118406

Executed by : Burlington Northern and Santa Fe Railway Company, formerly known as Burlington Northern Railroad Company

3. Spur line tracks as disclosed by the Multnomah County Assessor's Map.

4. An easement created by instrument, including the terms and provisions thereof;

Recorded : September 15, 1916 in Book 717, page 388

Favor of : Shell Company of California, Inc.

For : One or more pipe lines

Affects : Reference is made to the document for the exact location

5. An easement created by instrument, including the terms and provisions thereof;

Recorded : November 16, 1916 in Book 719, page 356

Favor of : Shell Company of California, Inc.

For : One or more pipe lines

Affects : Reference is made to the document for the exact location

6. Easement Agreement, including the terms and provisions thereof,

Dated : March 14, 1945

Recorded : May 21, 1945 in Book 934, page 227

Between : Northern Pacific Railway Company, a Wisconsin corporation and Chipman Chemical Company, Inc., a corporation

7. Easement Agreement, including the terms and provisions thereof,

Dated : September 29, 1966

Recorded : July 27, 1967 in Book 573, page 479

Between : Spokane Portland and Seattle Railway Company, a Washington corporation, Northern Pacific Railway Company, a Wisconsin corporation, and Chipman Chemical Company, Inc., a corporation

8. Conditions and Restrictions contained in Ordinance No. 138982, of the City of Portland, a copy of which was

Recorded : December 9, 1974 in Book 1019, page 205

9. Said property lies within the boundaries of the Northwest Front Avenue Industrial Renewal Project Area and is subject to the terms and provisions thereof, as disclosed by Ordinance No. 32099

Recorded : May 15, 1978 in Book 1263, page 921

10. Administrative Order, including the terms and provisions thereof,

Dated : January 22, 1992

Recorded : March 11, 1992 in Book 2516, page 1895

Executed by : United States Environmental Protection Agency

The terms and provisions of the above Administrative Order were amended by instrument

Recorded : July 24, 1997 as Fee No. 97111583

11. Memorandum of Agreement and Declaration of Covenant Running with the Land, including the terms and provisions thereof,

Dated : October 22, 1997

Recorded : December 22, 1997 as Fee No. 97197245

Between : The Burlington Northern and Santa Fe Railway Company, a Delaware corporation; Rhône-Poulenc, Inc., a New Jersey corporation; Gould Electronics, Inc. an Ohio corporation; and Schnitzer Investment Corp., an Oregon corporation

12. Memorandum of Agreement and Declaration of Covenant Running with the Land, including the terms and provisions thereof,

Dated : November 10, 1997

Recorded : February 24, 1998 as Fee No. 98028470

Between : Gould Electronics, Inc., a Ohio corporation; Rhône-Poulenc, Inc., a New Jersey corporation; ESCO Corporation, an Oregon corporation; and The Burlington Northern and Santa Fe Railway Company, a Delaware corporation