In accordance with ORS 93.808, the Oregon Department of Environmental Quality approves the conveyance set forth in this instrument.

[Signature]
(Name)

[Signature]
(Date)

May 3, 2000

EASEMENT AND EQUITABLE SERVITUDE

This Easement and Equitable Servitude is made May 3, 2000 between Columbia Helicopters, Inc. (Grantor) and the Oregon Department of Environmental Quality (DEQ or Grantee)1.

RECITALS

A. Grantor is the owner of certain real property (Property) located in Marion County, Oregon, the location of which is more particularly described in Exhibit 1 to this Easement and Equitable Servitude.

B. On December 10, 1977, the Director of the Oregon Department of Environmental Quality (DEQ) selected the remedial action for the Property set forth in the Record of Decision for the Property (ROD). The remedial action selected in the Road requires, among other things:

- Maintenance of surface asphalt cap over contaminated soil in the former dry well area;
- Institutional controls to restrict groundwater use in the shallow aquifer and prevent drilling into the lower Troutdale Aquifer without using proper drilling techniques; and
- Institutional control of the current asphalt cap over the former dry well area to prevent incidental exposure to contaminated soil in the dry well area.

C. On April 25, 2000, Columbia Helicopters Inc. entered into a Remedial Design/Remedial Action Consent Decree, Marion County Circuit Court No. 00C13494, under which Columbia Helicopters Inc. agreed to implement the institutional controls required by the ROD.

1 After recording, return certified copies to:

Bill Mason
Department of Environmental Quality
1102 Lincoln Street, Suite 210
Eugene, Oregon 97401

Joel Scoggin
Columbia Helicopters, Inc.
P.O. Box 3500
Portland, Oregon 97208
D. The provisions of this Easement and Equitable Servitude are intended to protect human health and the environment.

1. GENERAL DECLARATION

Grantor declares that all real property located in Marion County, State of Oregon, and described in Exhibit 1 to this Easement and Equitable Servitude is and shall be conveyed, transferred, leased, encumbered, occupied, built upon, or otherwise used or improved, in whole or in part, subject to the Easement and Equitable Servitude. Each condition and restriction set forth in this Easement and Equitable Servitude touches and concerns the Property and the easement granted herein, shall run with the land for all purposes, shall be binding upon all Owners as set forth in the Easement and Equitable Servitude, and shall inure to the benefit of the State of Oregon until such time as same shall be removed by written certification from the DEQ that the Easement and Equitable Servitude are not longer required.

2. DEFINITIONS

2.1 "DEQ" means the Oregon Department of Environmental Quality, and its employees, agents, and authorized representatives. "DEQ" also means any successor or assign of DEQ under the laws of Oregon, including but not limited to any entity or instrumentality of the State of Oregon authorized to perform any of the functions or to exercise any of the powers currently performed or exercised by DEQ.

2.2 "Owner" means any person or entity, including Grantor, who is the record owner of fee simple title or a vendee's interest of record to any portion of the Property, including any successor or holder of fee simple title or a vendee's interest of record to any portion of the Property, excluding any entity or person who holds such interest solely for the security for the payment of an obligation.

3. EQUITABLE SERVITUDE
(RESTRICTIONS ON USE)

3.1 No use shall be made of groundwater contained in the upper aquifer at the Property, by extraction through wells or by other means, which use involves consumption or other beneficial use of the groundwater. This prohibition shall not apply to extraction of groundwater associated with remedial activities at the site and/or temporary dewatering activities related to construction, development, or the installation of sewer or utilities at the Property.

3.2 Except upon prior written approval from DEQ, no operations or uses shall be made on or of the Property that will or likely will penetrate the surface cover or jeopardize the cover's functional integrity, including without limitation any excavation, drilling, scraping, or erosion. The Owner of the Property shall maintain the surface cover and any other permanent feature of the remedy described in the ROD in accordance with a monitoring and maintenance plan approved in writing by DEQ.
3.3 In the event that well(s) are to be drilled into the lower Troutdale Aquifer to obtain groundwater for monitoring, drinking, industrial, or any other purposes, the wells shall be installed using proper drilling techniques and meet construction standards that will prevent downward migration of contaminants from the upper aquifer into the uncontaminated lower Troutdale Aquifer.

4. EASEMENT
(RIGHT OF ENTRY)

During reasonable hours and subject to reasonable security requirements, DEQ shall have the right to enter upon and inspect any portion of the Property to determine whether the requirements of this Easement and Equitable Servitude have been or are being complied with. Violation of any condition or restriction contained in this Easement and Equitable Servitude shall give to DEQ the right, privilege, and license to enter upon the Property where such violation exists and to abate, mitigate, or cure such violation at the expense of the Owner, provided written notice of the violation is given to the Owner describing what is necessary to correct the violation and the Owner fails to cure the violation within the time specified in such notice. Any such entry by DEQ shall not be deemed a trespass, and DEQ shall not be subject to liability to the Owner of the Property for such entry and any action taken to abate, mitigate, or cure a violation.

5. GENERAL PROVISIONS

5.1 All conditions and restrictions contained in the Easement and Equitable Servitude shall run with the land, until such time as any condition or restriction is removed by written certification from DEQ that the condition or restriction is no longer required in order to protect human health or the environment.

5.2 Any person who at any time owns, occupies, or acquires any right, title, or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every condition and restriction contained in this Easement and Equitable Servitude, whether or not any reference to this Easement and Equitable Servitude is contained in the instrument by which such person or entity acquired an interest in the Property.

5.3 The Owner of any portion of the Property shall notify DEQ at least 10 days before the effective date of any conveyance, grant, gift, or other transfer, in whole or in part, of the Owner’s interest in the Property.

5.4 The Owner of the Property shall notify DEQ within 30 days following Owner’s petitioning for or filing of any document initiating a rezoning of the Property that would change the base zone of the Property under the Marion County zoning code or any successor code.

5.5 Upon any violation of any condition or restriction contained in this Easement and Equitable Servitude, DEQ, in addition to the remedies described in paragraph 4, may enforce this
Easement and Equitable Servitude as provided in the RD/RA Consent Decree, Marion County Circuit Court No. 90C1444, or may seek any other available legal or equitable remedy to enforce this Easement and Equitable Servitude.

IN WITNESS WHEREOF Grantor has executed this Easement and Equitable Servitude as of the date and year first set forth above.

GRANTOR:  
by:  
(Name)

STATE OF OREGON  
)  
ss.  
County of Marion  
)

The foregoing instrument is acknowledged before me this 23rd day of May, 2000, by Michael A. Fabey, President of Columbian Helicopters, Inc., on its behalf.

GRANTEE:  
State of Oregon Department of Environmental Quality

STATE OF OREGON  
)  
ss.  
County of  
)

The foregoing instrument is acknowledged before me this 13th day of April, 2000, by [Signature], Director of Oregon DEQ, on its behalf.

Notary Public For Oregon
My commission expires: 7/12/02
EXHIBIT 1

COLUMBIA HELICOPTERS, INC.
Equitable Servitude and Easement

Legal Description

Description of a portion of that property owned by Columbia Helicopters, Inc.

A tract of land in the Northeast Quarter of Section 2, Township 4 South, Range 1 West, Willamette Meridian, in Marion County, Oregon, described as follows.

Beginning at a point on the South right-of-way line of Arndt Road (County Road No. 428) said point bearing N89°59'50"W 224.22 feet and S00°00'10"E 30.00 feet from the Northeast Corner of said Section 2; thence S00°00'00"E 360.59 feet; thence N89°46'10"E 129.25 feet; thence S00°09'00"E 259.48 feet; thence S51°04'19"E 83.80 feet to West right-of-way line of Airport Road (Market Road No. 59); thence N00°09'00"W along said West line 672.19 feet to the South line of said County Road No. 428; thence N89°59'50"W along said line 194.30 feet to the Point of Beginning.

Survey completed by: Associated Land Surveyors, Inc., 375 Portland Avenue, Gladstone, OR, 97027, phone (503) 858-9440.
May 22, 2000, 10:41 am.

CONTROL #: 10411

State of Oregon
County of Marion

I hereby certify that the attached instrument was received and duly recorded by me in Marion County records:

FEE: $ 51.00

ALAN H DAVIDSON
COUNTY CLERK

THIS IS NOT AN INVOICE.