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PORT OF RIDGEFIELD

RETURN ADDRESS

PORT OF RIDGEFIELD
PO BOX 55
RIDGEFIELD, WA 98642

Please print neatly or type information

Document Title(s)

ENVIRONMENTAL COVENANT

Reference Number(s) of related documents:

_____ Additional Reference #'s on page _____

Grantor(s) (Last name, First name and Middle Initial)

PORT OF RIDGEFIELD

_____ Additional grantors on page _____

Grantee(s) (Last name, First name and Middle Initial)

WA DEPARTMENT OF ECOLOGY

_____ Additional grantees on page _____

Legal Description: (abbreviated form: i.e. lot, block, plat or section township, range, quarter/quarter)

#75 of Jame Carthy DLC

_____ Additional legal is on page 1

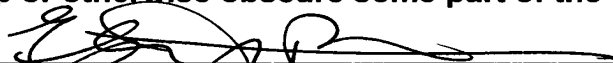
Assessor's Property Tax Parcel/Account Number

06835-000

_____ Additional parcel #'s on page 1

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording process may cover up or otherwise obscure some part of the text of the original document.


Signature of Requesting Party

After Recording Return
 Original Signed Covenant to:
 Cameron Penner-Ash
 Toxics Cleanup Program
 Department of Ecology
 300 Desmond Drive Southeast
 Lacey, WA 98503-1274

Environmental Covenant

Grantor: Port of Ridgefield

Grantee: State of Washington, Department of Ecology (hereafter “Ecology”)

Brief Legal Description: James Carty Donation Land Claim No. 48 in Section 24, Township 4 North, Range 1 West of the Willamette Meridian in Clark County, Washington and Arthur Quigley Donation Land Claim No. 38 and 50 in Section 24, Township 4 North, Range 1 West of the Willamette Meridian in Clark County, Washington.

Tax Parcel Nos.: 068345-000, 067898-000, 067997-000, 067991-003, 067998-000, 067883-000, 068331-000, 067897-000, 219386-000, 068314-000, 068360-000, AND 068362-000

Cross Reference: CONSENT DECREE NO. 13-2-03830-1

RECITALS

- a. This document is an environmental (restrictive) covenant (hereafter “Covenant”) executed pursuant to the Model Toxics Control Act (“MTCA”), chapter 70.105D RCW, and Uniform Environmental Covenants Act (“UECA”), chapter 64.70 RCW.
- b. The Property that is the subject of this Covenant is part or all of a site commonly known as **Pacific Wood Treating Corp, Ecology Facility Site Identification No. 1019**. The Property is legally described in Exhibit A, and illustrated in Exhibit B, both of which are attached (hereafter “Property”). If there are differences between these two Exhibits, the legal description in Exhibit A shall prevail.
- c. The Property is the subject of remedial action conducted under MTCA. This Covenant is required because residual contamination remains on the Property after completion of remedial actions. Specifically, the following principal contaminants remain on the Property:

Medium	Principal Contaminants Present
Soil	Metals, polycyclic aromatic hydrocarbons (PAHs), pentachlorophenol, petroleum hydrocarbons, dioxins
Groundwater	Metals, PAHs, pentachlorophenol, petroleum hydrocarbons, volatile organic compounds

- d. It is the purpose of this Covenant to restrict certain activities and uses of the Property to protect human health and the environment and the integrity of remedial actions conducted at the site. **This Covenant includes the following Exhibits:**

Exhibit A —Legal Description

Exhibit B—Property Map**Exhibit C-1—Final Cap Overview****Exhibit C-2—Areas with Potential Vapor Concern**

Records describing the extent of residual contamination and remedial actions conducted are available through Ecology. **This includes the following documents:**

- **Former PWT site Remedial Investigation and Feasibility Study. Prepared for the Port of Ridgefield, by Maul Foster & Alongi, Inc., Vancouver, Washington. July 2013.**
- **Cleanup Action Plan, former Pacific Wood Treating Co. site. Prepared by Washington State Department of Ecology. November 2013.**
- **Construction Completion Report, Railroad Avenue. Prepared for the Port of Ridgefield, by Maul Foster & Alongi, Inc., Vancouver, Washington. January 2014.**
- **Cells 1, 2, 3, and 4 Interim Action Completion Report. Prepared for the Port of Ridgefield, by Maul Foster & Alongi, Inc., Vancouver, Washington. July 2021.**
- **Comprehensive Operations and Maintenance Plan, Former Pacific Wood Treating Co. Site. Prepared for the Port of Ridgefield, by Maul Foster & Alongi, Inc., Vancouver, Washington.**

e. This Covenant grants Ecology certain rights under UECA and as specified in this Covenant. As a Holder of this Covenant under UECA, Ecology has an interest in real property, however, this is not an ownership interest which equates to liability under MTCA or the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.* The rights of Ecology as an “agency” under UECA, other than its’ right as a holder, are not an interest in real property.

f. Two PLPs are local governments. The Port of Ridgefield, as a port district organized pursuant to Title 53 Revised Code of Washington and the City of Ridgefield, as a non-charter code city organized pursuant to Title 35A of the Revised Code of Washington, have clear and distinct statutory powers and missions. In order to maximize grant and loan eligibility for Property site improvements, including but not limited to Brownfield Redevelopment Authority, and to efficiently exercise the statutory powers integral to reclaim the Site and reutilize it for the benefit of the community and the economy, a transfer, lease or exchange between them of any legal or equitable interest in the Property [hereinafter, “conveyance’] within and adjacent to the Property is in the best interest of the public. It is consistent with the purpose of this Covenant to allow such transfers, leases or exchanges among or between PLPs as long as the use restrictions protecting human health remain in effect and the uses do not undermine the integrity of the remedial activities as set forth in Section 1 of this Covenant.

COVENANT

PORT OF RIDGEFIELD, as Grantor and FEE SIMPLE owner of the Property hereby grants to the Washington State Department of Ecology, and its successors and assignees, the following covenants. Furthermore, it is the intent of the Grantor that such covenants shall supersede any prior interests the GRANTOR has in the property and run with the land and be binding on all current and future owners of any portion of, or interest in, the Property.

Section 1. General Restrictions and Requirements.

The following general restrictions and requirements shall apply to the Property:

- a. Interference with Remedial Action.** The Grantor shall not engage in any activity on the Property that may impact or interfere with the remedial action and any operation, maintenance, inspection or monitoring of that remedial action without prior written approval from Ecology.
- b. Protection of Human Health and the Environment.** The Grantor shall not engage in any activity on the Property that may threaten continued protection of human health or the environment without prior written approval from Ecology. This includes, but is not limited to, any activity that results in the release of residual contamination that was contained as a part of the remedial action or that exacerbates or creates a new exposure to residual contamination remaining on the Property.
- c. Continued Compliance Required.** Grantor shall not convey any interest in any portion of the Property without providing for the continued adequate and complete operation, maintenance and monitoring of remedial actions and continued compliance with this Covenant. Provided, however, due to the fact PLPs have executed and remain subject to the terms of this Covenant, a conveyance of any interest in the Property between or among PLPs shall be presumed to satisfy the requirement of an adequate and complete operation, maintenance and monitoring of remedial actions and compliance with this Covenant.
- d. Leases.** Grantor shall restrict any lease for any portion of the Property to uses and activities consistent with this Covenant and notify all lessees of the restrictions on the use of the Property.
- e. Preservation of Reference Monuments.** Grantor shall make a good faith effort to preserve any reference monuments and boundary markers used to define the areal extent of coverage of this Covenant. Should a monument or marker be damaged or destroyed, Grantor shall have it replaced by a licensed professional surveyor within 30 days of discovery of the damage or destruction.

Section 2. Specific Prohibitions and Requirements.

In addition to the general restrictions in Section 1 of this Covenant, the following additional specific restrictions and requirements shall apply to the Property.

a. Containment of Soil/Waste Materials.

The remedial action for the Property is based on containing contaminated soil under a cap as described in the Soil Management and Cap Maintenance Plan (SMCMP), which is an appendix to the Comprehensive Operations and Maintenance Plan, and includes the following:

Type of Use	Typical Section
Landscaping/green space: <ul style="list-style-type: none"> • <2 feet soil • 2 to 3 feet soil or gravel • 3 to 6 feet soil or gravel • >6 feet soil 	<ul style="list-style-type: none"> • Geotextile as demarcation; no landscaping; impermeable surface required (e.g., pavement, impermeable liner to prevent infiltration, buildings) • Geotextile as demarcation layer; ground cover as outlined in the TEE (MFA, 2013); gravel surfaces, or additional as approved by Ecology; any grasses • Geotextile as demarcation layer; shrubs or trees as outlined in TEE (MFA, 2013); gravel surfaces, or additional as approved by Ecology; any grasses • No geotextile and no vegetation planting restrictions
Parking	Impermeable surface (min. thickness 3 inches) with clean subbase as necessary for construction
Building/structure	Slab-on-grade (min. thickness 3 inches) with subbase as necessary for construction
Sidewalk/pathway	Impermeable surface (min. thickness 2.5 inches) with clean subbase as necessary for construction or gravel surface with minimum 2 feet clean fill
NOTE: TEE = terrestrial ecological evaluation.	

The cap is located as illustrated in **Exhibit C-1**. The primary purpose of this cap is to minimize the potential for contact with contaminated soil. As such, the following restrictions shall apply within the area illustrated in **Exhibit C-1**:

- i. Activities that temporarily disturb the cap shall comply with the Ecology approved SMCMP for the Property.
- ii. Any activity on the Property that will compromise the integrity of the cap including: drilling; digging; piercing the cap with sampling device, post, stake or similar device; grading; excavation; installation of underground utilities; removal of the cap; or, application of loads in excess of the cap load bearing capacity, is prohibited without prior written approval by Ecology.
- iii. The Grantor shall report to Ecology within forty-eight (48) hours of the discovery of any damage to the cap. Unless an alternative plan has been approved by Ecology in writing, the Grantor shall promptly repair the damage and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.
- iv. The Grantor shall not alter or remove the existing structures on the Property in any manner that would expose contaminated soil, result in a release to the environment of contaminants, or create a new exposure pathway, without prior written approval of Ecology. Should the Grantor propose to remove all or a portion of the existing structures illustrated in **Exhibit C-1** so that access to the underlying contamination is feasible, Ecology may require treatment or removal of the underlying contaminated soil.

Section 5. Modification or Termination.

a. Grantor must provide written notice and obtain approval from Ecology at least sixty (60) days in advance of any proposed activity or use of the Property in a manner that is inconsistent with this Covenant. For any proposal that is inconsistent with this Covenant and permanently modifies an activity or use restriction at the site:

i. Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal; and

ii. If Ecology approves of the proposal, the Covenant must be amended to reflect the change before the activity or use can proceed.

b. If the conditions at the site requiring a Covenant have changed or no longer exist, then the Grantor may submit a request to Ecology that this Covenant be amended or terminated. Any amendment or termination of this Covenant must follow the procedures in MTCA and UECA and any rules promulgated under these chapters.

c. By signing this agreement, per RCW 64.70.100, the original signatories to this agreement, other than Ecology, agree to waive all rights to sign amendments to and termination of this Covenant.

Section 6. Enforcement and Construction.

a. This Covenant is being freely and voluntarily granted by the Grantor.

b. Within ten (10) days of execution of this Covenant, Grantor shall provide Ecology with an original signed Covenant and proof of recording and a copy of the Covenant and proof of recording to others required by RCW 64.70.070.

c. Ecology shall be entitled to enforce the terms of this Covenant by resort to specific performance or legal process. All remedies available in this Covenant shall be in addition to any and all remedies at law or in equity, including MTCA and UECA. Enforcement of the terms of this Covenant shall be at the discretion of Ecology, and any forbearance, delay or omission to exercise its rights under this Covenant in the event of a breach of any term of this Covenant is not a waiver by Ecology of that term or of any subsequent breach of that term, or any other term in this Covenant, or of any rights of Ecology under this Covenant.

d. The Grantor shall be responsible for all costs associated with implementation of this Covenant. Furthermore, the Grantor, upon request by Ecology, shall be obligated to pay for Ecology's costs to process a request for any modification or termination of this Covenant and any approval required by this Covenant.

e. This Covenant shall be liberally construed to meet the intent of MTCA and UECA.

f. The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though such void provision had not been contained herein.

g. A heading used at the beginning of any section or paragraph or exhibit of this Covenant may be used to aid in the interpretation of that section or paragraph or exhibit but does not override the specific requirements in that section or paragraph.

The undersigned Grantor warrants he/she holds the title to the Property and has authority to execute this Covenant.

EXECUTED this 8th day of November, 2023.

[Signature]

by: RANDY MUELLER

Title: Chief Executive Officer

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF Washington
COUNTY OF Clark

On this 8th day of November, 2023, I certify that Randy Mueller personally appeared before me, acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute this instrument, and acknowledged it as the Chief Executive Officer of the Port of Ridgefield to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Wonda Baldwin
Notary Public in and for the State of Washington
Residing at Clark County
My appointment expires June 5, 2024



b. The Grantor covenants and agrees that it shall annually, or at another time as approved in writing by Ecology, inspect the cap down to the ordinary high-water line, and report within thirty (30) days of the inspection the condition of the cap and any changes to the cap that would impair its performance.

c. Stormwater facilities.

To minimize the potential for mobilization of contaminants remaining in the soil/waste materials on the Property, no stormwater infiltration facilities or ponds shall be constructed on the Property unless approved by Ecology. All stormwater catch basins, conveyance systems, and other appurtenances located within this area shall be of water-tight construction.

d. Vapor/gas controls.

The residual contamination on the Property includes volatile chemicals that may generate harmful vapors. As such, the following restrictions shall apply within the area of the Property illustrated in **Exhibit C-2** to minimize the potential for exposure to these vapors:

- i. Any building or other enclosed structure constructed within this area shall be constructed with a sealed foundation and with a vapors control system installed and maintained to prevent the migration of vapors into the building or structure.
- ii. Alternatively, soil gas characterization may be conducted to assess risk to human health. Ecology may approve construction without vapor mitigation if risk to human health is found to be acceptable.

e. Groundwater Use.

The groundwater beneath the Property remains contaminated and shall not be extracted for any purpose other than temporary construction dewatering, investigation, monitoring or remediation. Drilling of a well for any water supply purpose is strictly prohibited. Groundwater extracted from the Property for any purpose shall be considered potentially contaminated and any discharge of this water shall be done in accordance with state and federal law.

f. Monitoring.

Several groundwater monitoring wells are located on the Property to monitor the performance of the remedial action. The Grantor shall maintain clear access to these devices and protect them from damage. The Grantor shall report to Ecology within forty-eight (48) hours of the discovery of any damage to any monitoring device. Unless Ecology approves of an alternative plan in writing, the Grantor shall promptly repair the damage and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.

Section 3. Access.

a. The Grantor shall maintain clear access to all remedial action components necessary to construct, operate, inspect, monitor and maintain the remedial action.

b. The Grantor freely and voluntarily grants Ecology and its authorized representatives, upon reasonable notice, the right to enter the Property at reasonable times to evaluate the effectiveness of this Covenant and associated remedial actions, and enforce compliance with this Covenant and those actions, including the right to take samples, inspect any remedial actions conducted on the Property, and to inspect related records.

c. No right of access or use by a third party to any portion of the Property is conveyed by this instrument.

Section 4. Notice Requirements.

a. **Conveyance of Any Interest.** The Grantor, when conveying any interest IN ANY PART OF THE PROPERTY, including but not limited to title, easement, leases, and security or other interests, must:

- i. Provide written notice to Ecology of the intended conveyance at least thirty (30) days in advance of the conveyance.
- ii. Include in the conveying document a notice in substantially the following form, as well as a complete copy of this Covenant:

NOTICE: THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON [_____] AND RECORDED WITH THE CLARK COUNTY AUDITOR UNDER RECORDING NUMBER [_____]. USES AND ACTIVITIES ON THIS PROPERTY MUST COMPLY WITH THAT COVENANT, A COMPLETE COPY OF WHICH IS ATTACHED TO THIS DOCUMENT.

- iii. Unless otherwise agreed to in writing by Ecology, provide Ecology with a complete copy of the executed document within thirty (30) days of the date of execution of such document.

For purposes of this covenant, "Property" means the real property listed by tax parcel number and which is owned in fee simple title by the Port of Ridgefield.

b. **Reporting Violations.** Should the Grantor become aware of any violation of this Covenant, Grantor shall promptly report such violation in writing to Ecology.

c. **Emergencies.** For any emergency or significant change in site conditions due to Acts of Nature (for example, flood or fire) resulting in a violation of this Covenant, the Grantor is authorized to respond to such an event in accordance with state and federal law. The Grantor must notify Ecology in writing of the event and response actions planned or taken as soon as practical but no later than within 24 hours of the discovery of the event.

d. **Notification procedure.** Any required written notice, approval, reporting or other communication shall be personally delivered or sent by first class mail to the following persons Any change in this contact information shall be submitted in writing to all parties to this Covenant. Upon mutual agreement of the parties to this Covenant, an alternative to personal delivery or first class mail, such as e-mail or other electronic means, may be used for these communications.

Randy Mueller Chief Executive Officer Port of Ridgefield 111 West Division Street Ridgefield, WA 98642 360.887.3873	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 Olympia, WA 98504 – 7600 (360) 407-6000 ToxicsCleanupProgramHQ@ecy.wa.gov
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The Department of Ecology, hereby accepts the status as GRANTEE and HOLDER of the above Environmental Covenant.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Rebecca Lawson

by: Rebecca Lawson

Title: Southwest Regional Section Manager, Toxics Cleanup Program

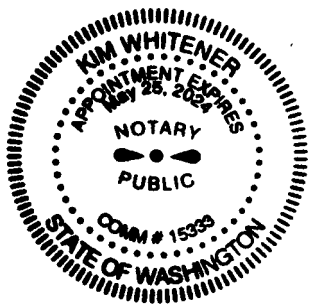
Dated: 11/27/2023

STATE ACKNOWLEDGMENT

STATE OF WA

COUNTY OF Thurston

On this 27th day of November, 2023 I certify that Rebecca Lawson personally appeared before me, acknowledged that **he/she** is the SWRO Section Mgr, TCP of the state agency that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that **he/she** was authorized to execute said instrument for said state agency.



Kim Whitener

Notary Public in and for the State of Washington

Residing at Thurston County

My appointment expires 5-25-2024

Exhibit A

LEGAL DESCRIPTION





EXHIBIT "A"

Order No.: 612887912

For APN/Parcel ID(s): 067897000, 067998000, 067883000, 068314000, 068345000, 068362000,
068360000, 219386000, 067997000, 067991003, 067898000 and 068331000

EXHIBIT "A"

(continued)

PARCEL I

A parcel of land in the Arthur Quigley Donation Land Claim No. 50 in the Southwest quarter of the Northeast quarter of Section 24, Township 4 North, Range 1 West of the Willamette Meridian in Clark County, Washington bounded on the South by the North line of Mill Street, on the West by Lake River, on the North by the South line of Division Street and on the East by the Westerly line of the Union Pacific (UP) Railroad more particularly described as follows:

Beginning at the intersection of the Westerly line of the UP Railroad and the Northerly right of way line of Mill Street; thence South $77^{\circ}57'15''$ West 221.65 feet to the line of ordinary high water on the right bank of Lake River; thence Northwesterly along the line of ordinary high water on the right bank of Lake River to a point on the South right of way line of Division Street that bears North $89^{\circ}02'23''$ West 532.97 feet from the intersection of the South right of way line of Division Street and the Westerly line of the UP Railroad; thence South $89^{\circ}02'23''$ East 532.97 feet to the intersection of the South right of way line of Division Street with the Westerly line of the UP Railroad; thence South $00^{\circ}32'12''$ East along the Westerly line of said UP Railroad a distance of 701.95 feet to the Northerly right of way line of said Mill Street and the point of beginning.

PARCEL II

A parcel of land in the James Carty Donation Land Claim No. 48 in the Southwest quarter of the Northeast quarter and the Northwest quarter of the Northeast quarter of Section 24 and the Southwest quarter of the Southeast quarter of Section 13 all in Township 4 North, Range 1 West of the Willamette Meridian in Clark County, Washington bounded on the South by the North line of Division Street, on the West by Lake River and the Ridgefield Wildlife Refuge, on the North by the Ridgefield Wildlife Refuge and on the East by the Burlington Northern Santa Fe (BNSF) Railroad and the City of Ridgefield Sewage Treatment Plant, being more particularly described as follows:

Beginning at the intersection of the North line of Division Street and the West line of the BNSF Railroad; thence North $89^{\circ}02'23''$ West along the North line of Division Street 43.44 feet to the true point of beginning; thence continuing along the North line of Division Street North $89^{\circ}02'23''$ West 663.30 feet to the line of ordinary high water on the right bank of Lake River; thence Northwesterly along the line of ordinary high water on the right bank of Lake River to the South line of the North half of the James Carty Donation Land Claim; thence South $88^{\circ}27'27''$ East 854.46 feet; thence North $00^{\circ}27'23''$ West 462.67 feet; thence South $88^{\circ}21'12''$ East 75.46 feet; thence North $00^{\circ}32'12''$ West 1239.36 feet to the North line of the James Carty Donation Land Claim; thence South $88^{\circ}37'47''$ East along said North line 250.05 feet to the West line of the BNSF Railroad; thence South $00^{\circ}32'12''$ East 1290.92 feet to the Northeast corner of the City of Ridgefield Sewage Treatment Plant; thence South $89^{\circ}36'55''$ West 198.18 feet; thence along the arc of a 324.00 foot radius, non-tangent curve concave to the West, the chord of which bears South $27^{\circ}35'03''$ West 31.46 feet, through a central angle of $05^{\circ}33'55''$ an arc distance of 31.47 feet; thence along the arc of a 270.00 foot curve concave to the East through a central angle of $28^{\circ}03'33''$ an arc distance of 132.25 feet; thence South $02^{\circ}18'27''$ West 95.00 feet; thence along the arc of a 270.00 foot radius curve concave to the East through a central angle of $26^{\circ}08'48''$ an arc distance of 123.21 feet; thence along the arc of a 324.00 foot radius curve concave to the West through a central angle of $23^{\circ}18'09''$ an arc distance of 131.77 feet; thence South $00^{\circ}32'12''$ East 70.46 feet; thence South $88^{\circ}27'27''$ East 114.74 feet; thence North $00^{\circ}32'12''$ West 23.83 feet; thence South $87^{\circ}25'49''$ East 93.08 feet to the Southeast corner of said sewage treatment plant and the West line of the BNSF Railroad; thence South $00^{\circ}32'12''$ East along the West line of said BNSF Railroad 729.36 feet; thence along the arc of a 902.73 foot radius non-tangent curve concave to the West, the chord of which bears South $15^{\circ}46'43''$ West 122.83 feet through a central angle of

EXHIBIT "A"

(continued)

07°48'07" an arc distance of 122.92 feet; thence South 19°40'47" West 25.80 feet to the North line of Division Street and the true point of beginning.

PARCEL III

A parcel of land in the Arthur Quigley Donation Land Claim No. 50 in the Southwest quarter of the Northeast quarter of Section 24, Township 4 North, Range 1 West of the Willamette Meridian in Clark County, Washington Bounded on the South by the North line of Mill Street, on the West by the East line of the Burlington Northern Santa Fe (BNSF) Railroad, on the North by the South line of Division Street and on the East by the Westerly line of Railroad Avenue, more particularly described as follows:

Beginning at the intersection of the South line of Division Street and the Easterly line of the BNSF Railroad; thence South 00°32'12" East along said Easterly line 134.98 feet; thence continuing along said Easterly right of way line of the BNSF Railroad along a spiral curve, defined by three (3) 33.00 foot chords (at centerline) the long chord at the Easterly right of way bears South 00°55'32" East 98.39 feet; thence continuing along the Easterly right of way line and the arc of a 2,814.93 foot radius curve concave to the East, the chord of which bears South 05°45'49" East 414.44 feet through a central angle of 08°26'36" an arc distance of 414.81 feet to the North right of way line of Mill Street; thence North 72°57'37" East along the North right of way line of Mill Street 30.20 feet to the West right of way line of Railroad Avenue; thence North 06°16'11" East along said West line 241.10 feet; thence continuing along said West line North 00°59'49" East 396.34 feet to the South right of way line of Division Street; thence North 89°02'23" West along said South line 53.93 feet to the Easterly line of the BNSF Railroad and the point of beginning.

PARCEL IV

A parcel of land in the Arthur Quigley Donation Land Claim No. 38 in the Northeast quarter of Section 24, Township 4 North, Range 1 West of the Willamette Meridian in Clark County, Washington, described as follows:

Beginning at the intersection of the West line of the Burlington Northern Sante Fe Railroad (BNSF), formerly the Northern pacific Railroad and the centerline of Division Street as established April 5, 1906 in Book 5 of Roads at Page 341:

thence South 00°32'12" East along the West line of said BNSF Railroad 30.01 feet to the South line of Division Street and the True Point of Beginning;

thence North 89°02'23" West along the South line of said Division Street 150.05 feet to the West line of the Union Pacific Railroad (UPRR) formerly the Oregon and Washington Railroad (O&WRR) as described by deed recorded in Book 82 of Deeds at Page 498, records of said Clark County;

thence South 00°32'12" East along the West line of said UPRR 701.95 feet tot he North line of Mill Street (formerly Depot Street) as established as Frank Smith Road February 3, 1908;

thence North 77°57'15" East along the North line of said Mill Street 192.74 feet to the West line of said BNSF Railroad;

thence along the West line of said BNSF Railroad and the arc of a 2914.93 foot radius, non-tangent curve concave to the East (the chord of which bears North 05°42'11" West 424.11 feet) thru a central angle of 08°20'37" an arc distance of 424.48 feet to the Westerly extension of original PCC 742+79.3;

EXHIBIT "A"

(continued)

thence continuing along the West line of said BNSF Railroad defined by three 33 foot chords (at centerline), the offset long chord of which bears North 00°55'32" West 99.60 feet to Westerly extension of original PT 743+78.3;

thence continuing along the West line of said BNSF Railroad North 00°32'12" West 137.59 feet to the South line of Division Street and the True Point of Beginning.

EXCEPT any portion, described as follows:

A parcel of land in the Arthur Quigley Donation Land Claim No. 50 in the Southwest quarter of the Northeast quarter of Section 24, Township 4 North, Range 1 West of the Willamette Meridian in Clark County, Washington bounded on the South by the North line of Mill Street, on the West by Lake River, on the North by the South line of Division Street and on the East by the Westerly line of the Union Pacific (UP) Railroad more particularly described as follows:

Beginning at the intersection of the Westerly line of the UP Railroad and the Northerly right of way line of Mill Street; thence South 77°57'15" West 221.65 feet to the line of ordinary high water on the right bank of Lake River; thence Northwesterly along the line of ordinary high water on the right bank of Lake River to a point on the South right of way line of Division Street that bears North 89°02'23" West 532.97 feet from the intersection of the South right of way line of Division Street and the Westerly line of the UP Railroad; thence South 89°02'23" East 532.97 feet to the intersection of the South right of way line of Division Street with the Westerly line of the UP Railroad; thence South 00°32'12" East along the Westerly line of said UP Railroad a distance of 701.95 feet to the Northerly right of way line of said Mill Street and the point of beginning.

PARCEL V

A parcel of land in the South half of the James Carty Donation Land Claim No. 48 in the Northwest quarter of the Northeast quarter of Section 24, Township 4 North, Range 1 West of the Willamette Meridian in Clark County Washington, described as follows:

Beginning at the intersection of the West line of the 100 foot wide right of way of the Burlington Northern Santa Fe Railroad (formerly the Northern Pacific Railway Company) and the centerline of Division Street; thence North 02°19'07" West along said West line 30.01 feet to the True Point of Beginning; thence continuing North 02°19'07" West along the West line of the said Burlington Northern Santa Fe Railroad 143.23 feet to the arc of a 902.73 foot radius non-tangent curve concave to the West; thence along the arc of said 902.73 foot radius non-tangent curve the chord of which bears South 13°59'48" West, through a central angle of 07°48'07" an arc distance of 122.92 feet; thence South 17°53'52" West 25.80 feet to a point on a line 30.00 feet North of and parallel with the centerline of Division Street; thence North 89°10'42" East along said parallel line 43.44 feet to the True point of Beginning.

EXCEPT any portion, described as follows:

EXHIBIT "A"

(continued)

A parcel of land in the James Carty Donation Land Claim No. 48 in the Southwest quarter of the Northeast quarter and the Northwest quarter of the Northeast quarter of Section 24 and the Southwest quarter of the Southeast quarter of Section 13 all in Township 4 North, Range 1 West of the Willamette Meridian in Clark County, Washington bounded on the South by the North line of Division Street, on the West by Lake River and the Ridgefield Wildlife Refuge, on the North by the Ridgefield Wildlife Refuge and on the East by the Burlington Northern Santa Fe (BNSF) Railroad and the City of Ridgefield Sewage Treatment Plant, being more particularly described as follows:

Beginning at the intersection of the North line of Division Street and the West line of the BNSF Railroad; thence North $89^{\circ}02'23''$ West along the North line of Division Street 43.44 feet to the true point of beginning; thence continuing along the North line of Division Street North $89^{\circ}02'23''$ West 663.30 feet to the line of ordinary high water on the right bank of Lake River; thence Northwesterly along the line of ordinary high water on the right bank of Lake River to the South line of the North half of the James Carty Donation Land Claim; thence South $88^{\circ}27'27''$ East 854.46 feet; thence North $00^{\circ}27'23''$ West 462.67 feet; thence South $88^{\circ}21'12''$ East 75.46 feet; thence North $00^{\circ}32'12''$ West 1239.36 feet to the North line of the James Carty Donation Land Claim; thence South $88^{\circ}37'47''$ East along said North line 250.05 feet to the West line of the BNSF Railroad; thence South $00^{\circ}32'12''$ East 1290.92 feet to the Northeast corner of the City of Ridgefield Sewage Treatment Plant; thence South $89^{\circ}36'55''$ West 198.18 feet; thence along the arc of a 324.00 foot radius, non-tangent curve concave to the West, the chord of which bears South $27^{\circ}35'03''$ West 31.46 feet, through a central angle of $05^{\circ}33'55''$ an arc distance of 31.47 feet; thence along the arc of a 270.00 foot curve concave to the East through a central angle of $28^{\circ}03'33''$ an arc distance of 132.25 feet; thence South $02^{\circ}18'27''$ West 95.00 feet; thence along the arc of a 270.00 foot radius curve concave to the East through a central angle of $26^{\circ}08'48''$ an arc distance of 123.21 feet; thence along the arc of a 324.00 foot radius curve concave to the West through a central angle of $23^{\circ}18'09''$ an arc distance of 131.77 feet; thence South $00^{\circ}32'12''$ East 70.46 feet; thence South $88^{\circ}27'27''$ East 114.74 feet; thence North $00^{\circ}32'12''$ West 23.83 feet; thence South $87^{\circ}25'49''$ East 93.08 feet to the Southeast corner of said sewage treatment plant and the West line of the BNSF Railroad; thence South $00^{\circ}32'12''$ East along the West line of said BNSF Railroad 729.36 feet; thence along the arc of a 902.73 foot radius non-tangent curve concave to the West, the chord of which bears South $15^{\circ}46'43''$ West 122.83 feet through a central angle of $07^{\circ}48'07''$ an arc distance of 122.92 feet; thence South $19^{\circ}40'47''$ West 25.80 feet to the North line of Division Street and the true point of beginning.

2

**RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:**

PORT OF RIDGEFIELD
P. O. Box 55
Ridgefield, Washington 98642

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951

EXEMPT

Affd. # 694118 Date 6/3/13
For Details of tax paid see

Affd. # _____
Doug Lasher
Clark County Treasurer

By (KPH) Deputy

Space Above Line for Recorder's Use Only

2121-53

068331-000
067898-000

QUITCLAIM DEED

143566

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (formerly known as Southern Pacific Transportation Company, a Delaware corporation, successor in interest through merger with Union Pacific Railroad Company, a Utah corporation, successor in interest through merger with Oregon Short Line Railroad Company, successor in interest through merger with Oregon-Washington Railroad & Navigation Company), Grantor, in consideration of the sum of Ten Dollars (\$10.00), and other valuable consideration to it duly paid, the receipt whereof is hereby acknowledged, hereby quitclaims unto **PORT OF RIDGEFIELD**, a municipal special purpose district duly organized under the laws of the State of Washington, Grantee, whose address is P. O. Box 55, 111 West Division Street, Ridgefield, Washington 98642, and unto its successors and assigns forever, all of Grantor's right, title, interest, estate, claim and demand, both at law and in equity, of, in, and to the real estate (hereinafter, the "Property") situated in Ridgefield, Clark County, State of Washington, as more particularly described in **Exhibit A**, hereto attached and hereby made a part hereof, together with all after-acquired title of the Grantor therein.

Quarter Sec. 24 township 4 N R4W
Legal: S hif of James Carty Donation land. #48 NW qtr NE

EXCEPTING from this quitclaim and RESERVING unto Grantor, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered underlying the Property, including without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual rights to explore for, remove and dispose of said minerals by any means or methods suitable to the Grantor, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of the Property, or to interfere with the use thereof by the Grantee, its successors and assigns; PROVIDED, HOWEVER, that Grantor, its successors or assigns, without the prior written permission of Grantee, its successors or assigns, shall not conduct any mining activities of whatsoever nature above a plane five hundred feet (500') below the surface of the Property.

The Property is transferred by Grantor subject to the following covenant, condition and restriction which Grantee by the acceptance of this Quitclaim Deed covenants for itself, its successors and assigns, faithfully to keep, observe and perform:

Restriction on Use. Grantee, its successors and assigns, may use the Property for industrial, office, retail-oriented commercial business (for example, shopping center, restaurant), transportation, parking and open space purposes, only, and for no other purposes whatsoever. Without limitation of the foregoing, the Property must not be used for any of the following purposes: (i) residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), or (iii) child-care facilities, including, without limitation, schools, kindergartens, day-care centers, gymnasiums, athletic fields, picnic grounds or parks.

The foregoing covenant, condition and restriction shall run with the Property, the burden of which will be binding on the successors and assigns of Grantee, and the benefit of which will inure to the successors and assigns of Grantor. A breach of the foregoing covenant, condition and restriction, or the continuance thereof, may, at the option of Grantor, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

General Allocation of Environmental Responsibility. With respect to any existing or future environmental contamination of the Property, from and after the date of delivery of this Deed, Grantee, at no cost to Grantor, agrees to be solely responsible for conducting any investigation, monitoring, remediation, removal, response or other action required by any governmental agency, court order, law or regulation or otherwise necessary to make the Property suitable for Grantee's use of the Property. Grantee, for itself, its successors and assigns, further covenants and agrees that Grantee will not bring any claim, suit, action, cause of action, or demand, whether in law or in equity, against Grantor, its affiliates, subsidiaries, agents, attorneys, employees, directors, officers, shareholders, successors and assigns, for any matter, cost or expense, incurred by Grantee after the time of delivery of this Deed to investigate or remediate the environmental condition of the Property existing at the time of delivery of this Deed; provided that such covenant does not apply to, and will not bar or limit Grantee's rights or remedies with respect to, any contamination or condition arising out of or relating to any migration, transfer or movement of any substance(s) off of or from the Property to any other property whether prior to, on or (with respect to any currently existing contamination or condition of the Property) after the date of delivery of this Deed. For the avoidance of doubt, the foregoing covenant does not apply to any condition of any property other than the Property (including, but not limited to any condition of any other property (including any surface or groundwater or sediments or other area or portion of such other property) related to or arising out of any migration or transfer of any substance(s) from the Property).

IN WITNESS WHEREOF, the Grantor has caused this deed to be duly executed as of the 31st day of May, 2013.

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

Attest:

Assistant Secretary

(Seal)

By: _____
Name: _____
Title: _____

Grantee hereby accepts this Deed and agrees for itself, its successors and assigns, to be bound by the covenants set forth herein.

Dated this 31st day of May, 2013.

**PORT OF RIDGEFIELD, a municipal special
purpose district duly organized under the laws
of the State of Washington**

By: Brent A. Greening
Name: BRENT A. GREENING
Title: CEO

IN WITNESS WHEREOF, the Grantor has caused this deed to be duly executed as of the 29th day of May, 2013.

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

Attest:

Barbara Helder
Assistant Secretary

By: Tony K Love
Name: TONY K. LOVE
Title: Assistant Vice President - Real Estate

(Seal)



Grantee hereby accepts this Deed and agrees for itself, its successors and assigns, to be bound by the covenants set forth herein.

Dated this _____ day of May, 2013.

**PORT OF RIDGEFIELD, a municipal special
purpose district duly organized under the laws
of the State of Washington**

By: _____
Name: _____
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 29th day of May, 2013, before me, Notary Public in and for said County and State, personally appeared Tony K. Love and Barbara Holder who are the Assistant Vice President-Real Estate and the Assistant Secretary, respectively, of Union Pacific Railroad Company, a Delaware corporation, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public

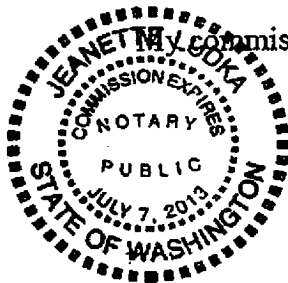
(Seal)



STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

I, the undersigned, a Notary Public in and for the State of Washington, hereby certify that on this 31st day of May, 2013, personally appeared before me Brent A. Grening, CEO of the Port of Ridgefield, a municipal special purpose district duly organized under the laws of the State of Washington, to me known to be the person who executed the foregoing instrument, and acknowledged to me that he/she executed the within instrument pursuant as his/her free and voluntary act and deed, and the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year last above written.



My commission expires: 7-7-2013

Jeanette Ludka
Notary Public in and for the
State of Washington

JEANETTE LUDKA

Residing at Clark County

[SEAL]

Union Pacific Railroad Company

Clark County, Washington

Exhibit "A"

A PARCEL OF LAND IN THE ARTHUR QUIGLEY DONATION LAND CLAIM #38 IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN IN CLARK COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE BURLINGTON NORTHERN SANTE FE RAILROAD (BNSF), FORMERLY THE NORTHERN PACIFIC RAILROAD AND THE CENTERLINE OF DIVISION STREET AS ESTABLISHED APRIL 5, 1906 IN BOOK 5 OF ROADS AT PAGE 341;

THENCE SOUTH 00°32'12" EAST ALONG THE WEST LINE OF SAID BNSF RAILROAD 30.01 FEET TO THE SOUTH LINE OF DIVISION STREET AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 89°02'23" WEST ALONG THE SOUTH LINE OF SAID DIVISION STREET 150.05 FEET TO THE WEST LINE OF THE UNION PACIFIC RAILROAD (UPRR) FORMERLY THE OREGON AND WASHINGTON RAILROAD (O&WRR) AS DESCRIBED BY DEED RECORDED IN BOOK 82 OF DEEDS AT PAGE 498, RECORDS OF SAID CLARK COUNTY;

THENCE SOUTH 00°32'12" EAST ALONG THE WEST LINE OF SAID UPRR 701.95 FEET TO THE NORTH LINE OF MILL STREET (FORMERLY DEPOT STREET) AS ESTABLISHED AS FRANK SMITH ROAD FEBRUARY 3, 1908;

THENCE NORTH 77°57'15" EAST ALONG THE NORTH LINE OF SAID MILL STREET 192.74 FEET TO THE WEST LINE OF SAID BNSF RAILROAD;

THENCE ALONG THE WEST LINE OF SAID BNSF RAILROAD AND THE ARC OF A 2914.93 FOOT RADIUS, NON-TANGENT CURVE CONCAVE TO THE EAST (THE CHORD OF WHICH BEARS NORTH 05°42'11" WEST 424.11 FEET) THRU A CENTRAL ANGLE OF 08°20'37" AN ARC DISTANCE OF 424.48 FEET TO WESTERLY EXTENSION OF ORIGINAL PCC 742+79.3;

THENCE CONTINUING ALONG THE WEST LINE OF SAID BNSF RAILROAD AND A 50 FOOT OFFSET FROM THE ORIGINAL CENTERLINE OF THE BNSF RAILROAD DEFINED BY THREE 33 FOOT CHORDS (AT CENTERLINE), THE OFFSET LONG CHORD OF WHICH BEARS NORTH 00°55'32" WEST 99.60 FEET TO WESTERLY EXTENSION OF ORIGINAL PT 743+78.3;

THENCE CONTINUING ALONG THE WEST LINE OF SAID BNSF RAILROAD NORTH 00°32'12" WEST 137.59 FEET TO THE SOUTH LINE OF DIVISION STREET AND THE TRUE POINT OF BEGINNING.

CONTAINING 2.50 ACRES, MORE OR LESS.

Union Pacific Railroad Co.
Real Estate Department
Omaha, NE.

LD 0212153
May 30, 2013

BARBIERI & ASSOCIATES, INC.

PROFESSIONAL ENGINEERING & SURVEYING

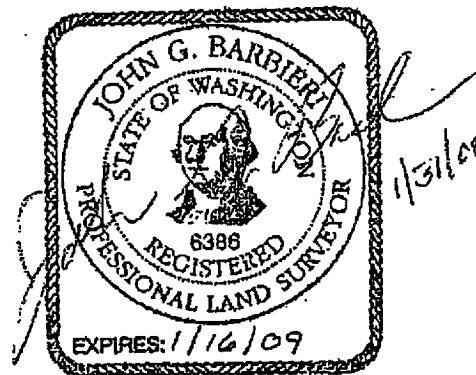
7017 NE Highway 99, Suite 204
Vancouver, Washington 98665
(360) 695-1001

**TAX LOT 59
LEGAL DESCRIPTION**

A PARCEL OF LAND IN THE SOUTH HALF OF THE JAMES CARTY DONATION LAND CLAIM # 48 IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN IN CLARK COUNTY WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE 100 FOOT WIDE RIGHT OF WAY OF THE BURLINGTON NORTHERN SANTA FE RAILROAD (FORMERLY THE NORTHERN PACIFIC RAILWAY COMPANY) AND THE CENTERLINE OF DIVISION STREET; THENCE NORTH 02°19'07" WEST ALONG SAID WEST LINE 30.01 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 02°19'07" WEST ALONG THE WEST LINE OF THE SAID BURLINGTON NORTHERN SANTE FE RAILROAD 143.23 FEET TO THE ARC OF A 902.73 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE WEST; THENCE ALONG THE ARC OF SAID 902.73 FOOT RADIUS NON-TANGENT CURVE, THE CHORD OF WHICH BEARS SOUTH 13°59'48" WEST, THROUGH A CENTRAL ANGLE OF 07°48'07" AN ARC DISTANCE OF 122.92 FEET; THENCE SOUTH 17°53'52" WEST 25.80 FEET TO A POINT ON A LINE 30.00 FEET NORTH OF AND PARALLEL WITH THE CENTERLINE OF DIVISION STREET; THENCE NORTH 89°10'42" EAST ALONG SAID PARALLEL LINE 43.44 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 2830 SQUARE FEET (0.065 ACRES) MORE OR LESS).



PTR_TL#59_LEGAL

PORTION OF THE
 S. HALF OF THE JAMES CARTY DLC
 IN THE
 NW1/4, NE1/4
 SEC 24, T4N, R1W, WM
 CLARK COUNTY, WA



PORT OF
 RIDGEFIELD

DELTA: 07°48'07"
 RADIUS: 902.73'
 ARC: 122.92'
 CH BRG: S13°59'48"W
 CHORD: 122.83'

SCALE: 1"=50'

S. LINE
 JAMES CARTY DLC

S17°53'52"W
 25.80'

N89°10'42"E
 43.44'

100'

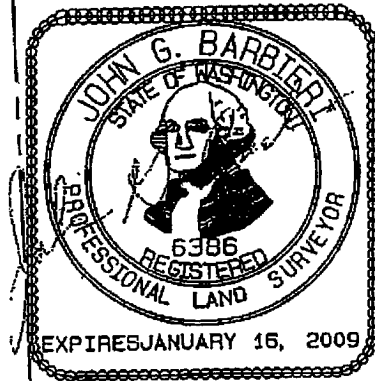
BNSF RR

TRUE POB

N02°19'07"W
 30.01'

DIVISION ST

UP RR



1/31/08

4658259 D

Rec Fee - \$83.00 Pages: 2 - FIDELITY NATIONAL TITLE
Clark County, WA 04/19/2010 04:08

AFTER RECORDING MAIL TO:
Brent Greening, Executive Director
Port of Ridgefield
P. O. Box 55
Ridgefield, WA 98642

650590
Real Estate Excise Tax
Ch. 11 Rev. Laws 1951

EXEMPT
Affd. # _____ Date 04/19/10
For details of tax paid see _____
Affd. # _____
Doug Lasher
Clark County Treasurer
By _____
Deputy

Filed for Record at Request of:
Lawyers Title Insurance Corp.
File No. 32g0001171

STATUTORY WARRANTY DEED

U8111

THE GRANTOR(S) City of Ridgefield, a Municipal Corporation
for and in consideration of \$1.00
in hand paid, conveys, and warrants to Port of Ridgefield, a Municipal Corporation
the following described real estate, situated in the County of Clark, state of Washington:

see Attached Exhibit A

Abbreviated Legal: Tax Lot #85 of the James Carty DLC (ptn) Section 24 Township 4 North Range 1 West ✓
Tax Parcel No.: 068354-000 ✓

SUBJECT TO Easement recorded May 1, 1959 Auditor's No. G261365 Book D-54, Page 537-A and any and all items affecting the property by reason of Grantee's possession or actions under that certain lease recorded January 7, 1964 Auditor's File No. G-374500 which shall be extinguished by this deed by merger of title.

Dated: April 13, 2010

City of Ridgefield, a Municipal Corporation

By [Signature]
Justin Clary, City Manager

STATE OF WASHINGTON, County of Clark) - ss.

I certify that I know or have satisfactory evidence that JUSTIN CLARY
(is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) (is/are) authorized to execute the instrument and acknowledged it as the CITY MANAGER of City of Ridgefield, to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: April 13, 2010
[Signature]
Notary Public in and for the state of Washington
My appointment expires: February 5, 2014

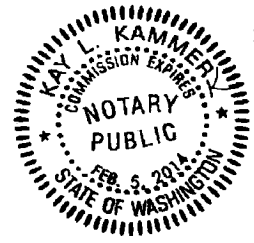


EXHIBIT 'A'

DESCRIPTION:

The South 100 feet of that certain tract of land as recorded in Volume D-55, Page 450-B of Clark County deed records, which records described the total piece of real estate as being all of that party and parcel of the South half of the Carty Donation Land Claim, Section 24, Township 4 North, Range 1 West of the Willamette Meridian, Clark County, Washington, more particularly described as follows:

The Point of Beginning is the point on the North line of the South half of the Carty Donation Land Claim 60 feet West easterly from the West right-of-way line of the Northern Pacific Railway; thence Southerly and parallel to said Railway right-of-way a distance of 300 feet; thence Westerly and parallel to the North line of the South half of the Carty Donation Land Claim a distance of 200 feet; thence Northerly and parallel to said Railway right-of-way a distance of 300 feet to a point on the North line of the South half of the Carty Donation Land Claim; thence Easterly, along said North line, a distance of 200 feet to the Point of Beginning.

**Fidelity National Title Insurance Company
Order No.: V81111**

3

2

4500599 D

RecFee - \$43.00 Pages: 2 - FIDELITY NATIONAL TITLE
Clark County, WA 10/10/2008 03:18



AFTER RECORDING MAIL TO:

Port of Ridgefield
111 West Division
Ridgefield, WA 98642
Filed for Record at Request of:
LandAmerica Commercial Services

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951
EXEMPT
Affd. # 630711 Date 10-10-08
For details of tax paid see
Affd. # _____
By _____
Doug Lasher
Clark County Treasurer
Deputy

STATUTORY WARRANTY DEED

V73808

Assessor's Property Tax Parcel/Account Number: 067991-003
Legal Description (Abbreviated) : Ptn Sec 24 T4N R1E

THE GRANTOR Violet Simpson, who acquired title as V.P. Simpson, surviving spouse of Cleo A. Simpson, deceased for and in consideration of Ten Dollars and Other Good and Valuable Consideration in hand paid, conveys, and warrants to Port of Ridgefield, a municipal corporation the following described real estate, situated in the County of Clark, state of Washington:

SEE ATTACHED EXHIBIT "A"

Subject to : No exceptions.

This deed is delivered in lieu of eminent domain proceedings being initiated.

Dated: October 8, 2008

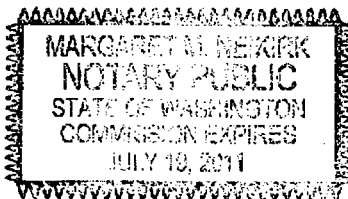
Violet Simpson

STATE OF Washington }
 }
 } SS.
COUNTY OF Clark }

I certify that I know or have satisfactory evidence that Violet Simpson is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this 7 day of October, 2008

Name (typed or printed: Margaret M. Neikirk
NOTARY PUBLIC in and for the State of Washington



LPB-10(i) 7/97

EXHIBIT 'A'

DESCRIPTION:

That portion of the Northeast quarter of Section 24, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington, lying within the Aruther Quigley Donation Land Claim and within the corporate limits of the Town of Ridgefield, described as follows:

BEGINNING at a point 60 feet West of the Northwest corner of Lot 17, Block 3, Abrams Addition to the Town of Ridgefield, according to the plat thereof recorded in Volume C of Plats, page 47, records of said County, on the West line of A Street in said Addition; thence South along the West line of A Street to the North line of Depot Street in said Addition; thence Westerly along the North line of said Depot Street projected Westerly to the East line of the Northern Pacific Railway right-of-way; thence Northerly along the East line of said right-of-way to a point West of the point of beginning; thence East to the Point of Beginning.

EXCEPT that portion lying within A Street, S Railroad Avenue and Depot Street.

Fidelity National Title Insurance Company
Order No.: V73808

4500598 D

RecFee - \$43.00 Pages: 2 - FIDELITY NATIONAL TITLE
Clark County, WA 10/10/2008 03:18



AFTER RECORDING MAIL TO:

Port of Ridgefield, Laurie Olin

P. O. Box 55
111 West Division

Ridgefield, WA 98642

Filed for Record at Request of:

LandAmerica Commercial Services

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951

Affid. # 630710 Date 10-10-08
EXEMPT
For details of tax paid see

Affid. # _____
By Doug Lasher
Clark County Treasurer
Deputy

STATUTORY WARRANTY DEED

V73898

Assessor's Property Tax Parcel/Account Number: 067997-000
Legal Description (Abbreviated) : Ptn Sec 24 T4N R1W

THE GRANTOR Lois Boutwell, as her separate estate for and in consideration of Ten Dollars and Other Good and Valuable Consideration in hand paid, conveys, and warrants to Port of Ridgefield, a municipal corporation the following described real estate, situated in the County of Clark, state of Washington:

SEE ATTACHED EXHIBIT "A"

Subject to NONE

This deed is delivered in lieu of eminent domain proceedings being initiated.

Dated: October 8, 2008

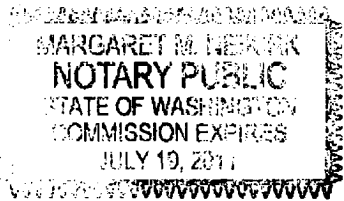
Lois E. Boutwell
Lois Boutwell

STATE OF Washington }
 } SS.
COUNTY OF Clark }

I certify that I know or have satisfactory evidence that **Lois Boutwell** is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this 9 day of October 2008

Margaret M. Neikirk
Name (typed or printed): Margaret M. Neikirk
NOTARY PUBLIC in and for the State of Washington



LPB-10(i) 7/97

EXHIBIT 'A'

DESCRIPTION:

That portion of the Northeast quarter of Section 24, Township 4 North, Range 1 West of the Willamette Meridian, Clark County, Washington, lying within the Aruther Quigley Donation Land Claim and within the corporate limits of the Town of Ridgefield, described as follows:

BEGINNING at a point 60 feet West of the Northwest corner of Lot 17, Block 3, Abrams Addition to the Town of Ridgefield, according to the plat thereof recorded in Volume C of Plats, page 47, records of said County, which Point of Beginning is on the West line of A Street as established in said plat, and running thence North along the West line of said A Street to the South line of Division Street; thence West along the South line of Division Street to the Eastern boundary of the Northern Pacific Railway right-of-way; thence Southerly along said Eastern boundary of the Northern Pacific Railway right-of-way to a point due West of the point of beginning; thence East to the Point of Beginning.

Fidelity National Title Insurance Company
Order No.: V73898

13

WHEN RECORDED RETURN TO:
 Name: Port of Ridgefield - Attn: Brent Greening
 Address: 111 West Division Street
 City/State/Zip: Ridgefield, WA 98642

Real Estate Excise Tax
 Ch. 35.22 Laws 1951
 \$465.872 7-3-00
 For Details of this tax
 M. # _____



Order No. 01-02737-PN

STATUTORY WARRANTY DEED

The Grantor **CITY OF RIDGEFIELD**, a Washington non-charter code city, who acquired title as **TOWN OF RIDGEFIELD**

For and in consideration of **TEN DOLLARS AND OTHER VALUABLE CONSIDERATION**

in hand paid, conveys and warrants to **PORT OF RIDGEFIELD**, a Washington municipal corporation **CITY OF RIDGEFIELD**, a Washington non-charter code city

the following described real estate, situated in the County of **CLARK**, State of Washington:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

SUBJECT TO: Taxes or assessments should this property be reclassified from its current tax exempt status; Easements and conditions as contained in instrument recorded June 11, 1959 in Book D55 page 450B; right title and interest or claims, if any of Pacific Wood Treating Corporation, its successors and/or assigns.

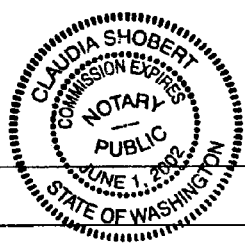
Tax Account Number: 067998-000 AND 067883-000
 Abbreviated Legal: Ptn Sec 24, T4N R1 WWM

DATED: June 28, 2000

CITY OF RIDGEFIELD

BY: W. H. Curtis

BY: _____



STATE OF WASHINGTON
 COUNTY OF CLARK

On this 28 day of June, 2000, I certify that I know or have satisfactory evidence that W. H. Curtis the person(s) who appeared before me, acting in their capacity as City Manager and on behalf of CITY OF RIDGEFIELD, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be the free and voluntary act of the City of Ridgefield for the uses and purposes mentioned in this instrument.

Claudia Shobert
 Notary Public in State of Washington,
 Residing in Ridgefield
 My Appointment Expires June 1, 2002

BOAT LAUNCH LEGAL

THE NORTHERN 40 FEET AND THE EASTERLY 30 FEET OF THE FOLLOWING DESCRIBED PROPERTY SITUATED IN THE COUNTY OF CLARK, STATE OF WASHINGTON.

BEGINNING 462.0 feet North and 2026.3 feet West of the Quarter Section corner on the East line of Section 24, Township 4 North, Range 1 West of the Willamette Meridian, said point being at the intersection of the extension of the North line of the proposed County Road with deep water line in Lake River; running thence North 76°10' East along the North side of said road 147.6 feet; thence North 13°50' West 147.6 feet; thence South 76°10' West 147.6 feet to deep water line; thence South 13°50' East along deep water line 147.6 feet to the place of beginning, containing one-half 1/2 acre.

BOAT LAUNCH LEGAL 2

Beginning 462 feet North and 2025.3 feet West of the section corner on East line of Section 24, Township 4 North, Range 1 West of the Willamette Meridian, said point being at intersection of extension of North line of proposed County Road; with deep water line in Lake River; thence N. 76°10' East along North side of said Road 147.6 feet; thence North 13°50' West 147.6 feet; thence South 76°10' West 147.6 feet to deep water line; thence South 13°50' East along deep water line 147.6 feet to beginning, containing 1/2 acre.

EXCEPT: The North 40 feet when measured at right angles to North line of the following described tract: beginning at a point 462 feet North and 202025.3 feet West of 1/4 Section corner on East line of Section 24, Township 4 North, Range 1 West of the Willamette Meridian, said point being at intersection of the extension of North line of proposed County Road, with the deep water in Lake River; thence East 76°10' East along North line of said road 147.6 feet; thence North 13°50' West 147.6 feet; thence South 76°10' West 147.6 feet to deep water line; thence South 13°50' East along deep water line 147.6 feet to beginning, containing 1/8 acre.

ALSO: The East 30 feet of the above described tract for right of way purposes only. Tract conveyed containing 21/100 acre.

EXHIBIT "B"

9403100279

FILED FOR RECORD AT REQUEST OF
AND WHEN RECORDED RETURN TO:
Port of Ridgefield, Washington
c/o E.J. Schmitz
PO Box 55
Ridgefield, WA 98642

Real Estate Excise Tax
Ch. 11 Rev. Laws 1957
\$3825.00 has been paid
Receipt # 364190 Date 3-10-94
Sec. 61, see Aid. No. _____
Doug Lasher
Clark County Treasurer
By [Signature]
Deputy

19-

**BANKRUPTCY TRUSTEE'S QUITCLAIM OF LEASE AND
QUITCLAIM OF FIXTURES ON LEASEHOLD**

GRANTOR: Robert K. Morrow, Inc., in its capacity as chapter 7 trustee for the
bankruptcy estate of Pacific Wood Treating Corporation, United States
Bankruptcy Court for the District of Oregon, Case No. 393-34766-P7

GRANTEE: Port of Ridgefield

TRUE AND
ACTUAL

CONSIDERATION: \$250,000.00 and other valuable consideration

DATE: March 7, 1994

Grantor conveys and quitclaims to Grantee all of the grantor's interest in the property
described as follows:

The Lease, including all amendments, modifications, or assignments, entered
into between the Port of Ridgefield, Washington and Niedermeyer-Martin Co.
on December 5, 1963, recorded January 7, 1964 under Clark County
Auditor's File No. G 374500 and the Lease, including all amendments,
modifications, or assignments, entered into between the Port of Ridgefield,
Washington and Niedermeyer-Martin Co on December 24, 1963, recorded
January 7, 1964 under Clark County Auditor's File No. G 374501
(collectively the "Lease").

1. The Lease was assigned by Niedermeyer-Martin Co. to PWT on September 4,
1964.
2. The Lease was modified on the following dates:
 - a. September 11, 1964 under Clark County Auditor's File No. G 406344;
 - b. January 27, 1965 under Clark County Auditor's File No. G 406343;
 - c. July 8, 1966 under Clark County Auditor's File No. G 457459; 0720

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- d. February 13, 1967 under Clark County Auditor's File No. G 478014;
- e. May 21, 1968 under Clark County Auditor's File No. G 515983;
- f. June 9, 1969 under Clark County Auditor's File No. G 537579;
- g. October 20, 1976 under Clark County Auditor's File No. G 743318.

The real property affected includes the following:

The South 100 feet of that certain tract of land owned by the Lessor as recorded in D-55 page 450-B of Clark County deed records, which records described the total piece of real estate as being all of that part and parcel of the South half of the Carty Donation Land Claim Section 24, Township 4 North, Range 1 West of the Willamette Meridian more particularly described as follows:

The point of beginning is the point on the North line of the South half of the Carty Donation Land Claim 60 feet Westerly from the West right of way line of the Northern Pacific Railway; thence Southerly and parallel to said Railway right of way a distance of 300 feet; thence Westerly and parallel to the North line of the South half of the Carty Donation Land Claim a distance of 200 feet; thence Northerly and parallel to said railway right of way a distance of 300 feet to a point on the North line of the South half of the Carty Donation Land Claim; thence Easterly along said North line a distance of 200 feet to the point of beginning; being 1.38 acres, more or less.

PARCEL I

That certain portion of the Northeast quarter of Section 24, Township 4 North, Range 1 West of the Willamette Meridian, being more particularly described as follows:

Beginning at a point that is 1728.15 feet West and North 3' 15' West 528.88 feet from the quarter corner on the East boundary line of said Section 24, said point also being on the Northerly right of way line of Mill Street, and running thence North 3' 15' West 734.56 feet to the center of Division Street; thence North 89' 10' 30" East along said center line, 120.01 feet; thence North 10' 07' 45" East 240.48 feet to the Southeast corner of that certain tract conveyed to Washington Refining Company deed recorded in Book 203, page 485, Clark County Deed records; thence South 87' 41' 45" West 200.00 feet; thence North 2' 18' 15" West 200.00 feet; thence North 87' 41' 45" East 200.00 feet to the Northeast corner of said Refining Company tract and Westerly right of way line of the Northern Pacific Railway; thence North 2' 18' 15" West,

0721

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along said railway, 406.27 feet; thence South 89° 45' West 260.00 feet; thence North 2° 18' 15" West 200.00 feet to the North line of the South half of the James Carty Donation Land Claim; thence South 89° 45' West, along the North line, 319.57 feet; thence South 14° 23' 53" East 1078.04 feet to the center line of the aforementioned Division Street; thence South 89° 10' 30" West 66.36 feet; thence South 0° 49' 30" East 90.00 feet; thence South 89° 10' 30" West 225.64 feet; thence South 26° 24' 15" East 407.96 feet; thence North 63° 35' 45" East 25.00 feet; thence South 26° 24' 15" East 205.58 feet to the Northerly line of that certain tract conveyed to Clark County by deed recorded in Book 207, page 357, Clark County deed records; thence along said tract North 76° 10' East 60.33 feet; thence South 13° 50' East 147.60 feet to the Northerly line of Mill Street; thence North 76° 10' East 128.58 feet to the point of beginning;

EXCEPT Division Street right of way and also easements for existing roads, railroad spurs, and electric transmission lines.

PARCEL II

That certain portion of the Northeast quarter of Section 24, Township 4 North, Range 1 West of the Willamette Meridian, being more particularly described as follows:

Beginning at a point which is 1164.60 feet North and 2272.09 feet West from the quarter corner on the East Boundary line of said Section 24; thence South 89° 10' 30" West 252.09 feet to the center of Lake River; thence South 26° 24' 15" East 132.79 feet along the center of Lake River; thence South 87° 24' 15" East 260.00 feet; thence North 26° 24' 15" West 150.00 feet to the point of beginning.

PARCEL III

The following described real estate situated in the County of Clark; State of Washington, to wit:

Beginning at a point in Lake River 16 chains North and 6.27 chains West of the Southwest corner of Carty Sr. Donation Land Claim in Section 24, Township 4 North, Range 1 West of the Willamette Meridian; thence East 669 feet to a point which is 597.5 feet West of the West line of the Northern Pacific Railway Right of Way; thence South 14° East 1081 feet to the center line of Division Street as extended easterly same being the south line of said Donation Land Claim said point of intersection being 360 feet West of the west line of said railway right of way and 417.4 feet west of the center line of the east tract of said railway company; thence west 458.9 feet, more or less, to

0722

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the west corner of said Donation Land Claim now located in Lake River; thence northwesterly following meanders of the Lake River to beginning; together with the exclusive use and occupancy of tidelands and water front abutting said premises, subject only to Lessors' right to reasonably inspect and to maintain the same;

EXCEPT Division Street right of way and also easements for existing public roads and railroad spurs.

KASPER TRACT

That certain portion of Section 24, Township 4 North, Range 1 West of the Willamette Meridian, being more particularly described as follows:

Beginning at a point that is North 462.00 feet and West 2026.30 feet from the quarter corner on the East boundary of said Section 24, said point also being the Southwest corner of that certain tract conveyed to Clark County, Washington, by deed recorded in Book 207, page 357, deed records of said County, and running thence South 76°10' West 138.4 feet to the center of Lake River; thence North 26°24'15" West 684.52 feet; thence South 87°24'15" East 260.00 feet; thence South 26°24'15" East 257.96 feet; thence North 63°35'45" East 25.00 feet; thence South 26°24'15" East 205.58 feet to the Northerly line of the aforementioned Clark County tract; thence South 76°10' West 87.27 feet; thence South 13°50' East 147.60 feet to the point of beginning.

PARCEL V

That portion of the South 1/2 of the James Carty D. L. C., lying within Section 24, Township 4 North, Range 1 West, Willamette Meridian, in Clark County, Washington described as follows:

Beginning at the intersection of the North line of the South 1/2 of said Carty D. L. C., with the West line of the Northern Pacific Railway right of way; thence West along the North line of the South 1/2 of said Carty D. L. C. 60 feet; thence South parallel with the West line of said right of way 200 feet more or less, to the North line of that tract described under that certain lease recorded under Auditor's File No. G 374501; thence East parallel with the North line of the South 1/2 of said Carty D. L. C. 60 feet to the West line of said Northern Pacific Railway right of way; thence North along the West line of said right of way 200 feet more or less to the point of beginning.

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12-01-60


SUBJECT TO:

Easements for sewer recorded under Auditor's File No. G 264451 and for railroad spur tracts recorded under Auditor's File No. G 374561.

This quitclaim deed also conveys to Grantee all after-acquired title of Grantor in and to the above-described real property.

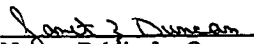
The real property, including all improvements thereon and appurtenances as further described on attached Exhibit 1, is conveyed "AS IS" and without representation or warranty, express or implied, and by recording this deed, Grantee accepts the property in that condition.

ROBERT K. MORROW, INC., Trustee

By: 
Robert K. Morrow, President

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on March 1 , 1994 by Robert K. Morrow as president of Robert K. Morrow, Inc., in its capacity as trustee for the bankruptcy estate of Pacific Wood Treating Corporation, United States Bankruptcy Court for the District of Oregon, Case No. 393-34766-P7.


Notary Public for Oregon
My Commission Expires: 12-20-95



0724

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09-10-94

**EXHIBIT 1
TO
TRUSTEE'S QUITCLAIM OF LEASE
AND QUITCLAIM OF FIXTURES ON LEASEHOLD**

BUILDING 1

<u>QUANTITY</u>	<u>DESCRIPTION</u>
	Buss Sje 30 X 5 Type 66 Planer .30" Cap S/N 5420
	Western 5,000 Lb. Cap. Model WP 5060 Platform Scale, 4' X 4' Platform S/N LA6
	Moak 8" Jointer, 8' Pony Bed, 13" Width S/N 8968
	12' X 18" Hot Press Machine, 2 HP Hyd. Pump; Remote Control Panel
	A Frame w/Loadstar 1000 Lb. Cap. Elect. Hoist
	Shepard Niles 2000 Lb. Cap. Elect. Hoist w/Bridge, Pendant Control
	50 Ft. Bridge Crane w/Hoist

BUILDING 1A

Vert. Pump Ass'y 20 HP

BUILDING 2

Chamfer Machine Round Stock Unit #381 48" Cap (not in use)

2' X 50' Gravity Roller Conveyor, 2' on Center, 3½" Roll Diameter.

Mereen Johnson Model 424 DC Rip Saw 9 Blade on Arbor, Infeed &
Outfeed Table S/N MJ1913

Yates American C99 4" X 6" 5 Head Moulder 25 HP Top, (2) 5 HP Top
& Bottom Heads, (2) 10 HP Side Heads, Vari Drive Feed Motor S/N
B2698

14w' X 301' 6 Belt Transfer Moulder to Cut Off Saws w/Wood & Metal
Structure, Motor Drive

0725

1 - EXHIBIT 1 TO TRUSTEE'S QUIT CLAIM
OF LEASEHOLD & FIXTURES

44-10-09

QUANTITY

DESCRIPTION

12" X 15' Portable Inclined Belt Conveyor, H & T Drums, Motor Drives
1 Ton Cap. Bridge Cranes, 8' Span X 80 L/F 1 Ton Loadstar Hoists & Pendant Controls

BUILDING 3

Timesaver Model 325-2HDTBA Top & Bottom Belt Sanders, (2) 75 HP Arbor Motors, Belt Feeds, Hyd. Driven, 7½ HP Hyd. Pump S/N 11148

½ Ton Jib Crane Wall Mounted w/½ Ton Elect. Hoist

Cut up Line Consisting of (2) Mid-Oregon 2 X 8 Chop Saws, Lumber Gauges & Steps, Motor Drives, 30 Ft. (2 Sections) All Steel 5 Strand Infeed Chain, 78 RT & Link Chain, Motor Drive, 12' X 30' Waste Wood Belt Conveyor & 16" X 20' Belt Conveyor to 20' Dia Rotary Sort Table Motor Drives

Infra-Pak Model SP2 Plastic Wrap Machine, 4' X 4' Rotary Table S/N 801558T

Root Model DL100 Horiz. Dowel Boring Machine w/Motor S/N 740

2 - Cemco 22 Head Multi Drilling Machine 27 Feet Bed Length, Motor Drives

Cemco 27 Head Multi Drilling Machine 20 Ft. Total Bed Length 15 HP Motor Drive.

14" x 8' Belt Conveyor & G.H. Motor

23" X 14' Belt Conveyor w/G.H. Motor

Northfield Model X36AF Uni-Point Radial Arm Saw, Motor Feed & Discharge Conveyors

Mereen Johnson Double End Tenoner, Saw Cape & Tenon Motors, Scissor Lift & Pump, Opening to 10 Ft. Cap S/N 5438

25 HP 2 Stage Piston Type Air Compressor w/4' X 16' Horiz. Air Receiver Tank, General air Dryer 275 SCFM

2 - EXHIBIT 1 TO TRUSTEE'S QUIT CLAIM
OF LEASEHOLD & FIXTURES

0708

726

14-01-00

QUANTITY

DESCRIPTION

BUILDING #5

Irvington Sticker Stacker S/N 7409 Consisting of 20 Ft. 6 Strand Infeed Transfer to Breakdown Hoist 20 Ft. 6 Arm all Steel Breakdown Hoist to Stacker, Motor & Brake, 16 Ft. 6 Strand Transfer to Stacker 12" Outfeed Waste Wood Belt Conveyor 6 Arm Fork Type Lowering Lumber Placement w/Manual Sticker Placement, 25 Ft. 6 Strand Outfeed Transfer 78 Chain, Motor Drives and Controls.

PLANER BUILDING

20 Ft. 4 Arm All Steel Planer Breakdown Hoist w/Motor Brake, 26 Ft. 4 Strand Infeed Transfer to Hoist 78 Chain, Drive Motor, 18" X 20' Waste Wood Belt Conveyor to Yard & 3' X 5' Scissor Lift Stacking Unit, 7 Ft. 5 Strand Hoist to Planer Feed Table Transfer, & Motor Drives

Yates-American A62 6" X 15" 8 knife Planer/Matcher w/Profiles 80 HP Top, 40 HP Bottom 50 HP Top & Bottom Profile Motors, Side Head Motors, D.C. Feed Motor, 36" X 23' Sgl Cone Pine-Apple Feed Table, 4" Spiral Rolls, D.C. Feed Motor 18" X 12' Planer Refuse Conveyor & 18" X 40 Ft. Planer Outfeed Table, Motor Drives Controls

55 Ft. 6 Strand Planer & Trim Saw Landing Table to Greenchair, 138 Camelback Chain, Steel Races & 72 Ft. 5 Strand Planer Greenchair, 4" Rolltop Chain, Steel Races, Drive Shaft & 5KK G.H. Motor

Hula Saw Area Consisting of (2) Hyd. Operated Trim Saws ea. w/Arlon Motors, I-M 3' X 8' 4 Roll Sweed, 25 Ft. 6 Strand Landing Table Planer, 78 RT Chain, 12" X 30' Cut Stock Outfeed Belt Conveyor, Hyd. Pump, 18" X 27' & 18" X 25' Outfeed Refuse Belt Conveyors Motor Drives

3 Saw 18" Dia. Blades Trim Saw, Arlon Motors w/36" X 7' Slow Down Belt From Planer, 20 Ft. 7 Strand Infeed Transfer to Trimmer, 78 RT Chain, 12" X 25' Outfeed Refuse Belt Conveyor, 26" Sweed & 24" X 25' Outfeed Cut Stock Belt Conveyor to Greenchain Motor Drives

24" X 45' Refuse Belt Conveyor to Yard from Saw Area, H & T Drums, Motor Drive to 24" X 36' Cleated Incline Belt Conveyor to Yard, Motor Drives

Yates-American P24 30" Timber Sizer 50 HP Motor Drive (2) Southworth Model LS6 3' X 5' Infeed Scissor Lifts, 28" X 12' Infeed Rollcase & 28"

0727

3 - EXHIBIT 1 TO TRUSTEE'S QUIT CLAIM
OF LEASEHOLD & FIXTURES

09-10-94

QUANTITY

DESCRIPTION

X 33' Infeed Pineapple Rollcase to Sizer, Single Cone, (7) 8" Dia. Chain Driven Rolls. 30' X 40' Outfeed Rollcase to 6 Ft. 7 Strand Landing Table, all Steel, 138 Camelback Chain, Motor Drives

FAC FAB Steel Strap Package Bander Model C PL S/N 4327 w/48" X 28' Infeed Rollcase, (10) 12" Dia. Rolls, (2) 5 HP Baldor Horiz. Drills, 10 HP Hyd. Pump, Bumpers, Stanley Strapping Unit 54" X 20" & 54" X 15' Outfeed, Rollcases

PLANER BUILDING GRINDING ROOM

Hanchett 48 DN Knife Grinder w/Motor & Coolant S/N 7818

Michigan MI-48 Knife Grinder, 48" Cap., Coolant & Motor S/N 699

INCISOR BUILDING

4 Sided Incisor S/N 2598 w/(4) 8" Dia X 16" Incisor Rolls, Hyd. drives, 20 HP Hyd. Pump, 18 Ft. 4 Strand Infeed Transfer, 81 X Chain, (3) 4,000 Lb. cap Scissor Lifts, 8" x 14' Infeed Rollcase (10) 8" Chain Drive Rolls, 18" X 20' Outfeed Rollcase 912) 8" Chain Driven Rolls, 7' 7 Strand Landing Table from Incisor, 138 Camelback Chain, & 20 Ft. 4 Strand Outfeed Transfer to Yard, Motor Drives

4 Sided Incisor w/(4) 16" Dia X 24" Incisor Rolls, (2) 5 HP Motors, 16 Ft 3 Strand Infeed Transfer, 78 Chain, (3) 4,000 Lb. Cap Hyd Scissor Lifts 24" X 30' Infeed Rollcase w/(11) 6" Dia Chain Driven Rolls, 24" X 40' Outfeed Rollcase (12) Dia. Chain Driven Rolls, 20 Ft. 3 Strand Outfeed Transfer to Yard, 78 Chain Motor Drives

Greenlee 8 Ft. Dual Saw Trimmer, 20 HP Arbor Motor, Pass thru Lug Type Transfer, 20 Ft. 2 Strand All Steel Feed Transfer, 78 Chain, 18 Ft. 2 Strand Infeed Transfer 81 X Chain, 24" X 8' Waste Wood Belt Conveyor, Motor drives (not in use)

TRUCK SHOP

Lube Dispensing Wait

0728

4 - EXHIBIT 1 TO TRUSTEE'S QUIT CLAIM
OF LEASEHOLD & FIXTURES

02-10-94

QUANTITY

DESCRIPTION

PRESSURE TREATING AREA

LOT

Pressure Treating Process Equipment Consisting of: (6) Retorts 6' Dia in Varying Lengths, (6) Condensate Tanks, (12) Ass't Hot Tanks, (2) 75 HP Vacuum Pumps, (2) Surge Tanks, Tank Form, Main Receiver Tanks, (2) Air Receiver Tank, (2) Water/Chemical Gravity Separators, (2) Base Mix Tanks, Continental Stand-by Boiler, Gas/Oil; 20,085 BMTU/HR 200 HP Quincy Air Compressor Model QNW740A, General Air Dryer Model MWP200, Pumps, Valves & Piping

POLE PEELING AREA

LOT

Consisting of (2) 40 Ft. 3 Strand Infeed Log Hauls 84 Chain, Motor to Reducers, Augustine Mfg. Co. Pole Peeler (2) 12" Peeling Leads, Insizing Head, Rubber Tired Drives & Hold-Down Rolls, (4) Carriages, 30' 7 Strand Outfeed Transfer 24" X 10', 24" X 25' Infeed Chain Transfers to Twin Shaft, Hog, (2) 50 HP, Arlor Motors 24" X 15' Inclined & 15" X 50' Refuse Conveyor Hog to Chip Bin. Carothers 24 Unit All Bolted Steel Chip Bin Hyd. Gates, 10 HP Air Compressor, Hyd. Pump, Controls & Elects.

Pole Lathe Operation Consisting of Rail Mtd. 10" Pole Tapering Head, Turning Carriages, Rail, 100 Ft. Refuse Belt Conveyor, 81X Chain, Mtr. Drive & 35 Ft. Incline Chain Transfer, 5 HP Hyd Pump, Mtr. Drives.

KILNS

8' X 118" Concrete Block Steam Fired Kiln w/7Doors, (2) 50 HP Exhausters, (70) Sq. Tubing Kiln Carts All Steel, Chart Recorders, Piping, Valves & Controls

Moore 4 Door 2 Tracks ea. 2 Section 65' X 100' Fabricated All Bolted Steel Dry Kilns w/Exhausters, Rail, Chart Recorders & Controls

BOILER AREA

Consisting of Montgomery 24" X 36" Blo-Hog, 100 HP Motor Drive, 17 Ft. 6 Chain Hog Fuel Boiler Infeed Transfer & 20 Ft. Infeed Transfer, 78 Chain, 60 Ft. Net Silo Infeed Pit Conveyor H110 Chain, & 120' 1" X 6" Link Chain Infeed Transfer to (2) Wet Silos, 35' X 30' All Bolted Steel

5 - EXHIBIT 1 TO TRUSTEE'S QUIT CLAIM
OF LEASEHOLD & FIXTURES

0729

44-01-00

QUANTITY

DESCRIPTION

Wet Silo Cone Bottom & 12' X 40' X 12' X 56' Silo to Boiler Feed Works Transfers, Western Waste Fuel Fired Boiler, Wastewater Filter, 4800 SF Bolted Steel Boiler Building, Ash Recovery System 2 Blowers, (2) Peerless 20 All Bolted Steel Chip Bins, Clark Model 006 Bag House, Blowers, Recycling Dust Hopper Blowpipe

WASTEWATER TREATMENT

3

16' Dia X 18'h Mixing Tanks w/Agitators, 8' Dia + 15'h, (2) 12' Dia X 40'h, 12' X 35', 12' X 25', 18' X 15', 4' X 7', 8' X 10', 6' X 27' Tanks & Culligan Water Treatment System, 4 Section Clarifier, Pumps, Valves & Piping

Electrolytic Stripping Unit w/Welders Tank, Mixer, & Conveyors

PUMP HOUSE

Fire Protection Pumping System Consisting of 200 HP, 2000 GPM Vert. Pump, 2000 GPM Vert Pump w/Cummins Diesel Engine, 10 hp Aux. Vert. Pump, Diesel Fuel Tank, Controllers Piping & Valves

Baltimore Aircoil Evaporation Condenser Model 4256-01 S/N 6633-80, (2) Vert. Pump Units, 20 HP, 2 Insulated Tanks Piping & Valves

2

Ace 10,000 gal. Fuel Tanks w/(2) Tokheim Fuel Pumps

Custom Built Plywood Turner, Motorized

Special Purpose Drill & Cut up Line Consisting of Custom 5 HP Vert. Drill, 30" Dia Radial Arm Saw, 7½ HP Motors, 14" X 20' Gravity Rollcase, 12" X 30' Waste Wood Belt Conveyor, Scrap Hoppers, Motor Drives

Toledo Model 2692 Platform Scale, 40,000 Lb. Cap., Single Beam, 10' X 10' Platform S/N 503240

LOT

Electric Equipt. Consisting of Motor Control Centers, disconnects, Magnetics, Circuit Breakers, Motor Starters, Elect. Wiring & Conduit throughout Mill Complex (Electrical directly related to the buildings was not considered in this appraisal)

0730

6 - EXHIBIT 1 TO TRUSTEE'S QUIT CLAIM OF LEASEHOLD & FIXTURES

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44-01-94

U.S. BANKRUPTCY COURT
DISTRICT OF OREGON
FILED

FEB 10 1994

TERENCE H. DUNN, CLERK

BY [Signature] DEPUTY

Re: 123

133

Stephen Werts, OSBA 74337
Attorney at Law
3200 U.S. Bancorp Tower
111 SW Fifth Avenue
Portland, OR 97204-3688
(503) 228-3200

Certified to be a true and correct
copy of original filed in my office.

Dated 2-23-94
Terence H. Dunn, Clerk, U.S. Bankruptcy Court

By [Signature] Deputy

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF OREGON

PACIFIC WOOD TREATING
CORPORATION,

Debtor.

Case No. 393-34766-P7

ORDER AUTHORIZING TRUSTEE
TO SELL PROPERTY FREE AND
CLEAR OF LIENS (SELECT REAL
AND PERSONAL PROPERTY)

Robert K. Morrow, Inc., Trustee of Pacific Wood Treating Corporation, filed a motion for authority to sell property free and clear of liens certain real and personal property described in the motion of the Port of Ridgefield. Clark County filed a precautionary objection asking that the proceeds be impressed with its claimed lien for taxes. The notice allowed for submission of competing bids. The Trustee advised the court that no bids were received. After notice and hearing held January 26, 1994, at which Robert K. Morrow, Stephen Werts (telephonically), Mark Reeve, Bronson Potter, and Gregg Johnson appeared, and the court having considered the stipulation of Robert K. Morrow, Inc. and the Clark County Treasurer relating to Clark County's tax lien and the court being fully advised,

IT IS HEREBY ORDERED that the Trustee is authorized to sell

ORDER AUTHORIZING TRUSTEE TO
SELL PROPERTY FREE AND CLEAR
OF LIENS (Real/Personal Property) - 1

CLARK COUNTY PROSECUTING ATTORNEY
1200 FRANKLIN
PO BOX 5000
VANCOUVER, WASHINGTON 98666-5000
(206) 699-2261

0731

148

03-10-94

the real and personal property identified in the motion and notice free and clear of liens. Provided, that from the proceeds of the sale the Trustee shall make disbursement to the Clark County Treasurer for taxes which are secured by valid tax liens. The taxes which are secured by a valid tax lien include the 1992 and 1993 real property taxes (land value only which total \$5,134.76) together with the prorated amount of the 1994 real property taxes. The other proceeds realized by the sale of the property shall be distributed to secured creditors which have duly perfected secured interest in the assets sold, and the balance after payment of such claims shall be retained in the trustee's trust account until distributed pursuant to applicable provisions of the United States Bankruptcy code.

By: *Elizabeth L. Perris*
Judge Elizabeth L. Perris

Submitted by:

PRESTON THORGRIMSON SHIDLER
GATES & ELLIS

Stephen Werts
Stephen Werts, OSBA 74337,
WSBA 3283, Attorney for Trustee

FILED FOR RECORD
CLARK CO. WASH
TRANSAMERICA TITLE INSURANCE CO
MAR 10 3 51 PM '94

cc: R Morrow
G Johnson
E Bronson Potter
U.S. Trustee
Stephen Werts

AUDITOR
ELIZABETH A. LUCE

0732

ORDER AUTHORIZING TRUSTEE TO
SELL PROPERTY FREE AND CLEAR
OF LIENS (Real/Personal Property) - 2

CLARK COUNTY PROSECUTING ATTORNEY
1200 FRANKLIN
P.O. BOX 5000
VANCOUVER, WASHINGTON 98666-5000
(206) 699-2261

03-10-94

9403100278

FILED FOR RECORD AT REQUEST OF
AND WHEN RECORDED RETURN TO:
Port of Ridgefield, Washington
c/o E.J. Schmitz
PO Box 55
Ridgefield, WA 98642

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951
EXEMPT
Affid. # 364194 Date 3/10/94
For details of tax paid see
Attd. # _____
Doug Lasher
Clark County Treasurer
[Signature] Deputy

BANKRUPTCY TRUSTEE'S DEED

GRANTOR: Robert K. Morrow, Inc., in its capacity as chapter 7 trustee for the
bankruptcy estate of Pacific Wood Treating Corporation, United States
Bankruptcy Court for the District of Oregon, Case No. 393-34766-P7

GRANTEE: Port of Ridgefield

TRUE AND
ACTUAL

CONSIDERATION: \$10.00 and other valuable consideration.

DATE: March 1, 1994

Grantor conveys and quitclaims to Grantee all of the grantor's interest in the real
property described as follows:

That portion of the James Carty Donation Land Claim No. 48 lying within Section
24, Township 4 North, Range 1 West of the Willamette Meridian, described as
follows:

BEGINNING at a point on the North line of the South half of said Carty Donation
Land Claim that is South 89° 45' West 185.0 feet from the intersection of said North
line with the Westerly line of the Northern Pacific Railway Co's right of way, as
established 100 feet in width by instrument recorded in Book 7, at Page 594, deed
records of said County; thence South 89° 45' West, along said North line, 75.0 feet
to the Northwest corner of the tract conveyed to the Town of Ridgefield by deed
recorded under Auditor's File No. G 264451; thence South 2° 18' 15" East, along the
Westerly line of said Town of Ridgefield tract, a distance of 200.0 feet; thence North
89° 45' East, parallel with the North line of the South half of said Carty Donation
Land Claim, a distance of 200.0 feet to the Easterly line of said Town of Ridgefield
tract; thence North 2° 18' 15" West, along said Town of Ridgefield tract; thence
North 2° 18' 15" West, along said Easterly line, 38.0 feet; thence South 89° 45'
West, parallel with the North line of the South half of said Carty Donation Land
Claim; a distance of 125.0 feet; thence North 2° 18' 15" West, parallel with the
Westerly line of said railway right of way, a distance of 162.0 feet to the Point of
Beginning.

This quitclaim deed also conveys to Grantee all after-acquired title of Grantor in and
to the above-described real property.

0716

03-10-94

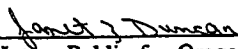
The real property, including all improvements thereon and appurtenances thereto, is conveyed "AS IS" and without representation or warranty, express or implied, and by recording this deed, Grantee accepts the property in that condition.

ROBERT K. MORROW, INC., Trustee

By: 
Robert K. Morrow, President

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on March 1, 1994, by Robert K. Morrow as president of Robert K. Morrow, Inc., in its capacity as trustee for the bankruptcy estate of Pacific Wood Treating Corporation, United States Bankruptcy Court for District of Oregon, Case No. 393-34766-P7.


Notary Public for Oregon
My Commission Expires: 12-20-95



09-10-94

DLD\4119mke.btd

0717

U.S. BANKRUPTCY COURT
DISTRICT OF OREGON
FILED

FEB 10 1994

TERENCE H. DUNN, CLERK

BY [Signature] DEPUTY

Re: 123
133

Stephen Werts, OSBA 74337
Attorney at Law
3200 U.S. Bancorp Tower
111 SW Fifth Avenue
Portland, OR 97204-3688
(503) 228-3200

Certified to be a true and correct
copy of original filed in my office.

Dated 2-23-94
Terence H. Dunn, Clerk, U.S. Bankruptcy Court
By [Signature] Deputy

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF OREGON

Err. Re:)
PACIFIC WOOD TREATING)
CORPORATION,)

Debtor.)

Case No. 393-34766-P7

ORDER AUTHORIZING TRUSTEE
TO SELL PROPERTY FREE AND
CLEAR OF LIENS (SELECT REAL
AND PERSONAL PROPERTY)

Robert K. Morrow, Inc., Trustee of Pacific Wood Treating Corporation, filed a motion for authority to sell property free and clear of liens certain real and personal property described in the motion of the Port of Ridgefield. Clark County filed a precautionary objection asking that the proceeds be impressed with its claimed lien for taxes. The notice allowed for submission of competing bids. The Trustee advised the court that no bids were received. After notice and hearing held January 26, 1994, at which Robert K. Morrow, Stephen Werts (telephonically), Mark Reeve, Bronson Potter, and Gregg Johnson appeared, and the court having considered the stipulation of Robert K. Morrow, Inc. and the Clark County Treasurer relating to Clark County's tax lien and the court being fully advised,

IT IS HEREBY ORDERED that the Trustee is authorized to sell

ORDER AUTHORIZING TRUSTEE TO
SELL PROPERTY FREE AND CLEAR
OF LIENS (Real/Personal Property) - 1

CLARK COUNTY PROSECUTING ATTORNEY
1200 FRANKLIN
P.O. BOX 5000
VANCOUVER, WASHINGTON 98666-5000
(206) 699-2261

0718

148

03-10-94

1 the real and personal property identified in the motion and
2 notice free and clear of liens. Provided, that from the proceeds
3 of the sale the Trustee shall make disbursement to the Clark
4 County Treasurer for taxes which are secured by valid tax liens.
5 The taxes which are secured by a valid tax lien include the 1992
6 and 1993 real property taxes (land value only which total
7 \$5,134.76) together with the prorated amount of the 1994 real
8 property taxes. The other proceeds realized by the sale of the
9 property shall be distributed to secured creditors which have
10 duly perfected secured interest in the assets sold, and the
11 balance after payment of such claims shall be retained in the
12 trustee's trust account until distributed pursuant to applicable
13 provisions of the United States Bankruptcy code.

14 By: *Elizabeth L. Perris*
15 Judge Elizabeth L. Perris

16 Submitted by:

17 PRESTON THORGRIMSON SHIDLER
18 GATES & ELLIS

19 *Stephen Werts*
20 Stephen Werts, OSBA 74337,
21 WSBA 3283, Attorney for Trustee

22 cc: R Morrow
23 G Johnson
24 E Bronson Potter
U.S. Trustee
Stephen Werts

FILED FOR RECORD
CLARK CO. WASH
TRANSAMERICA TITLE INSURANCE CO.
Mar 10 3 50 PM '94

ELIZABETH A. LUCE

0719

ORDER AUTHORIZING TRUSTEE TO
SELL PROPERTY FREE AND CLEAR
OF LIENS (Real/Personal Property) - 2

CLARK COUNTY PROSECUTING ATTORNEY
1200 FRANKLIN
P.O. BOX 5000
VANCOUVER, WASHINGTON 98666-5000
(206) 699-2261

03-10-94

9403100277

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951
EXEMPT

Affid. # 364193 Date 3-10-94
For details of tax paid see

10

FILED FOR RECORD AT REQUEST OF
AND WHEN RECORDED RETURN TO:
Port of Ridgefield, Washington
c/o E.J. Schmitz
PO Box 55
Ridgefield, WA 98642

Affid. # _____
Doug Lasher
Clark County Treasurer
By R. Smith Deputy

BANKRUPTCY TRUSTEE'S DEED

GRANTOR: Robert K. Morrow, Inc., in its capacity as chapter 7 trustee for the
bankruptcy estate of Pacific Wood Treating Corporation, United States
Bankruptcy Court for the District of Oregon, Case No. 393-34766-P7

GRANTEE: Port of Ridgefield

TRUE AND
ACTUAL
CONSIDERATION: \$10.00 and other valuable consideration.

DATE: March 1, 1994

Grantor conveys and quitclaims to Grantee all of the grantor's interest in the real
property described as follows:

That portion of the James Carty Donation Land Claim in Section 24, Township 4
North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at a point that is 897.00 feet, more or less, South and 1656.8 feet, more or
less, West of the Northeast corner of said Section 24; said point being the Northeast
corner of that certain tract conveyed to Washington Refining Company, by deed
recorded under auditor's file No. C 85856; thence Westerly a distance of 200.00 feet
to the Northwest corner of said Washington Refining Company tract; thence Southerly
200.00 feet to the Southwest corner of said Washington Refining Company tract;
thence Easterly 200.00 feet to the Southeast corner of said Washington Refining
Company tract; thence Northerly 200.00 feet to the point of beginning.

Together with those certain easements for railroad right of way and roadway purposes
as described in Volume 203, Page 485, records of Clark County, Washington.

This quitclaim deed also conveys to Grantee all after-acquired title of Grantor in and
to the above-described real property.

03-10-94

0712

The real property, including all improvements thereon and appurtenances thereto, is conveyed "AS IS" and without representation or warranty, express or implied, and by recording this deed, Grantee accepts the property in that condition.

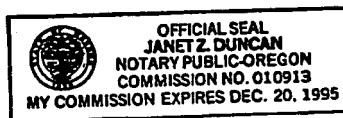
ROBERT K. MORROW, INC., Trustee

By: [Signature]
Robert K. Morrow, President

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on March 1, 1994, by Robert K. Morrow as president of Robert K. Morrow, Inc., in its capacity as trustee for the bankruptcy estate of Pacific Wood Treating Corporation, United States Bankruptcy Court for District of Oregon, Case No. 393-34766-P7.

Janet Z. Duncan
Notary Public for Oregon
My Commission Expires: 12-20-95



0713

DLDW4120mkr.bdl

09-10-94

U.S. BANKRUPTCY COURT
DISTRICT OF OREGON
FILED

FEB 10 1994

TERENCE H. DUNN, CLERK

BY [Signature] DEPUTY

Re: 123
133

Stephen Werts, OSBA 74337
Attorney at Law
3200 U.S. Bancorp Tower
111 SW Fifth Avenue
Portland, OR 97204-3688
(503) 228-3200

CERTIFIED TO BE A TRUE AND CORRECT
COPY OF ORIGINAL FILED IN MY OFFICE.
Dated 2-23-94
Terence H. Dunn, Clerk, U.S. Bankruptcy Court
By [Signature] Deputy

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF OREGON

PACIFIC WOOD TREATING
CORPORATION,

Debtor.

Case No. 393-34766-P7

ORDER AUTHORIZING TRUSTEE
TO SELL PROPERTY FREE AND
CLEAR OF LIENS (SELECT REAL
AND PERSONAL PROPERTY)

8
9
10 Robert K. Morrow, Inc., Trustee of Pacific Wood Treating
11 Corporation, filed a motion for authority to sell property free
12 and clear of liens certain real and personal property described
13 in the motion of the Port of Ridgefield. Clark County filed a
14 precautionary objection asking that the proceeds be impressed
15 with its claimed lien for taxes. The notice allowed for
16 submission of competing bids. The Trustee advised the court that
17 no bids were received. After notice and hearing held January 26,
18 1994, at which Robert K. Morrow, Stephen Werts (telephonically),
19 Mark Reeve, Bronson Potter, and Gregg Johnson appeared, and the
20 court having considered the stipulation of Robert K. Morrow,
21 Inc. and the Clark County Treasurer relating to Clark County's
22 tax lien and the court being fully advised,

23 IT IS HEREBY ORDERED that the Trustee is authorized to sell

24 ORDER AUTHORIZING TRUSTEE TO
SELL PROPERTY FREE AND CLEAR
OF LIENS (Real/Personal Property) - 1

CLARK COUNTY PROSECUTING ATTORNEY
1200 FRANKLIN
PO BOX 5000
VANCOUVER, WASHINGTON 98666-5000
(206) 699-2261

07

148

03-10-94

1 the real and personal property identified in the motion and
2 notice free and clear of liens. Provided, that from the proceeds
3 of the sale the Trustee shall make disbursement to the Clark
4 County Treasurer for taxes which are secured by valid tax liens.
5 The taxes which are secured by a valid tax lien include the 1992
6 and 1993 real property taxes (land value only which total
7 \$5,134.76) together with the prorated amount of the 1994 real
8 property taxes. The other proceeds realized by the sale of the
9 property shall be distributed to secured creditors which have
10 duly perfected secured interest in the assets sold, and the
11 balance after payment of such claims shall be retained in the
12 trustee's trust account until distributed pursuant to applicable
13 provisions of the United States Bankruptcy code.

14 By: *Elizabeth L. Perris*
15 Judge Elizabeth L. Perris

16 Submitted by:

17 PRESTON THORGRIMSON SHIDLER
18 GATES & ELLIS

19 *Stephen Werts*
20 Stephen Werts, OSBA 74337,
21 WSBA 3283, Attorney for Trustee

22 cc: R Morrow
23 G Johnson
24 E Bronson Potter
U.S. Trustee
Stephen Werts

FILED FOR RECORD
CLARK CO. WASH
TRANSAMERICA TITLE INSURANCE CO
MAR 10 3 50 PM '94

AUDITOR
ELIZABETH A. LUCE

0715

ORDER AUTHORIZING TRUSTEE TO
SELL PROPERTY FREE AND CLEAR
OF LIENS (Real/Personal Property) - 2

CLARK COUNTY PROSECUTING ATTORNEY
1200 FRANKLIN
PO BOX 5000
VANCOUVER, WASHINGTON 98666-5000
(206) 699-2261

03-10-94

9403100276

10-

FILED FOR RECORD AT REQUEST OF
AND WHEN RECORDED RETURN TO:
Port of Ridgefield, Washington
c/o E.J. Schmitz
PO Box 55
Ridgefield, WA 98642

BANKRUPTCY TRUSTEE'S DEED

GRANTOR: Robert K. Morrow, Inc., in its capacity as chapter 7 trustee for the
bankruptcy estate of Pacific Wood Treating Corporation, United States
Bankruptcy Court for the District of Oregon, Case No. 393-34766-P7

GRANTEE: Port of Ridgefield

TRUE AND
ACTUAL

CONSIDERATION: \$10.00 and other valuable consideration.

DATE: March 1, 1994

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951
E: EMPT
Affid. # 364192 Date 3-10-94
For details of tax paid see
Affid. # _____
Doug Lecher
Clark County Treasurer
R. Schmitz Deputy

Grantor conveys and quitclaims to Grantee all of the grantor's interest in the real property described as follows:

That portion of the James Carty Donation Land Claim No. 48 in Section 24, Township 4 North, Range 1 West of the Willamette Meridian, described as follows:

BEGINNING at a point in the intersection of the North boundary line of the James Carty Claim No. 48 and the Westerly right of way boundary line of the Northern Pacific Railway from which point the Northwest corner of said Claim No. 48 bears North 89° 32' West 28.094 chains distant; thence with said Westerly boundary line South 2° 11' East, 25.692 chains; thence South 89° 52' West, 4.924 chains; thence North 2° 11' West, 7.000 chains; thence East 1.141 chains; thence North 2° 11' West, 18.734 chains; thence South 89° 32' East, 3.788 chains to the Place of Beginning;

EXCEPTING therefrom the following described tract:

BEGINNING at a point of intersection of the Westerly line of the Northern Pacific Railway Company's right of way as established 100 feet in width by instrument recorded in Book 7, at Page 594, deed records of said County, with the North line of the South half of said Carty Donation Land Claim; thence 89° 45' West, along said North line, 185.00 feet; thence North 2° 18' 15" West, parallel with the Westerly line of said Railway right of way, a distance of 118.00 feet; thence North 89° 45' East, 185.00 feet to the Westerly line of said railway right of way; thence South 2° 18' 15" East, along said Westerly line, 118.00 feet to the Point of Beginning.

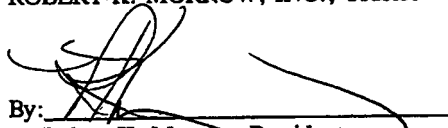
03-10-94

0708

This quitclaim deed also conveys to Grantee all after-acquired title of Grantor in and to the above-described real property.


The real property, including all improvements thereon and appurtenances thereto, is conveyed "AS IS" and without representation or warranty, express or implied, and by recording this deed, Grantee accepts the property in that condition.

ROBERT K. MORROW, INC., Trustee

By: 
Robert K. Morrow, President

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on March 1, 1994, by Robert K. Morrow as president of Robert K. Morrow, Inc., in its capacity as trustee for the bankruptcy estate of Pacific Wood Treating Corporation, United States Bankruptcy Court for District of Oregon, Case No. 393-34766-P7.


Notary Public for Oregon
My Commission Expires: 12-20-94



DLD\4055mkc.bdl

0700

03-10-94

U.S. BANKRUPTCY COURT
DISTRICT OF OREGON
FILED

FEB 10 1994

TERENCE H. DUNN, CLERK

BY [Signature] DEPUTY

Pl. 123
133

Stephen Werts, OSBA 74337
Attorney at Law
3200 U.S. Bancorp Tower
111 SW Fifth Avenue
Portland, OR 97204-3688
(503) 228-3200

Certified to be a true and correct copy of original filed in my office.
Dated: 2-23-94
Terence H. Dunn, Clerk, U.S. Bankruptcy Court
By: [Signature] Deputy
CLERK OF COURT
U.S. BANKRUPTCY COURT
DISTRICT OF OREGON

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF OREGON

1)
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PACIFIC WOOD TREATING CORPORATION,
Debtor.

Case No. 393-34766-P7
ORDER AUTHORIZING TRUSTEE TO SELL PROPERTY FREE AND CLEAR OF LIENS (SELECT REAL AND PERSONAL PROPERTY)

Robert K. Morrow, Inc., Trustee of Pacific Wood Treating Corporation, filed a motion for authority to sell property free and clear of liens certain real and personal property described in the motion of the Port of Ridgefield. Clark County filed a precautionary objection asking that the proceeds be impressed with its claimed lien for taxes. The notice allowed for submission of competing bids. The Trustee advised the court that no bids were received. After notice and hearing held January 26, 1994, at which Robert K. Morrow, Stephen Werts (telephonically), Mark Reeve, Bronson Potter, and Gregg Johnson appeared, and the court having considered the stipulation of Robert K. Morrow, Inc. and the Clark County Treasurer relating to Clark County's tax lien and the court being fully advised,

IT IS HEREBY ORDERED that the Trustee is authorized to sell
ORDER AUTHORIZING TRUSTEE TO SELL PROPERTY FREE AND CLEAR OF LIENS (Real/Personal Property) - 1

0710

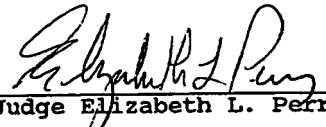
CLARK COUNTY PROSECUTING ATTORNEY
1200 FRANKLIN
P.O. BOX 5000
VANCOUVER, WASHINGTON 98666-5000
(206) 699-2281

148

03-10-94


1 the real and personal property identified in the motion and
2 notice free and clear of liens. Provided, that from the proceeds
3 of the sale the Trustee shall make disbursement to the Clark
4 County Treasurer for taxes which are secured by valid tax liens.
5 The taxes which are secured by a valid tax lien include the 1992
6 and 1993 real property taxes (land value only which total
7 \$5,134.76) together with the prorated amount of the 1994 real
8 property taxes. The other proceeds realized by the sale of the
9 property shall be distributed to secured creditors which have
10 duly perfected secured interest in the assets sold, and the
11 balance after payment of such claims shall be retained in the
12 trustee's trust account until distributed pursuant to applicable
13 provisions of the United States Bankruptcy code.

14 By:


Judge Elizabeth L. Perris

15 Submitted by:

16 PRESTON THORGRIMSON SHIDLER
17 GATES & ELLIS

18 
19 Stephen Werts, OSBA 74337,
WSBA 3283, Attorney for Trustee

20 cc: R Morrow
21 G Johnson
22 E Bronson Potter
23 U.S. Trustee
Stephen Werts

24 ORDER AUTHORIZING TRUSTEE TO
SELL PROPERTY FREE AND CLEAR
OF LIENS (Real/Personal Property) - 2

FILED FOR RECORD
CLAY CO. WASH.
TRANSAMERICA TITLE INSURANCE CO.

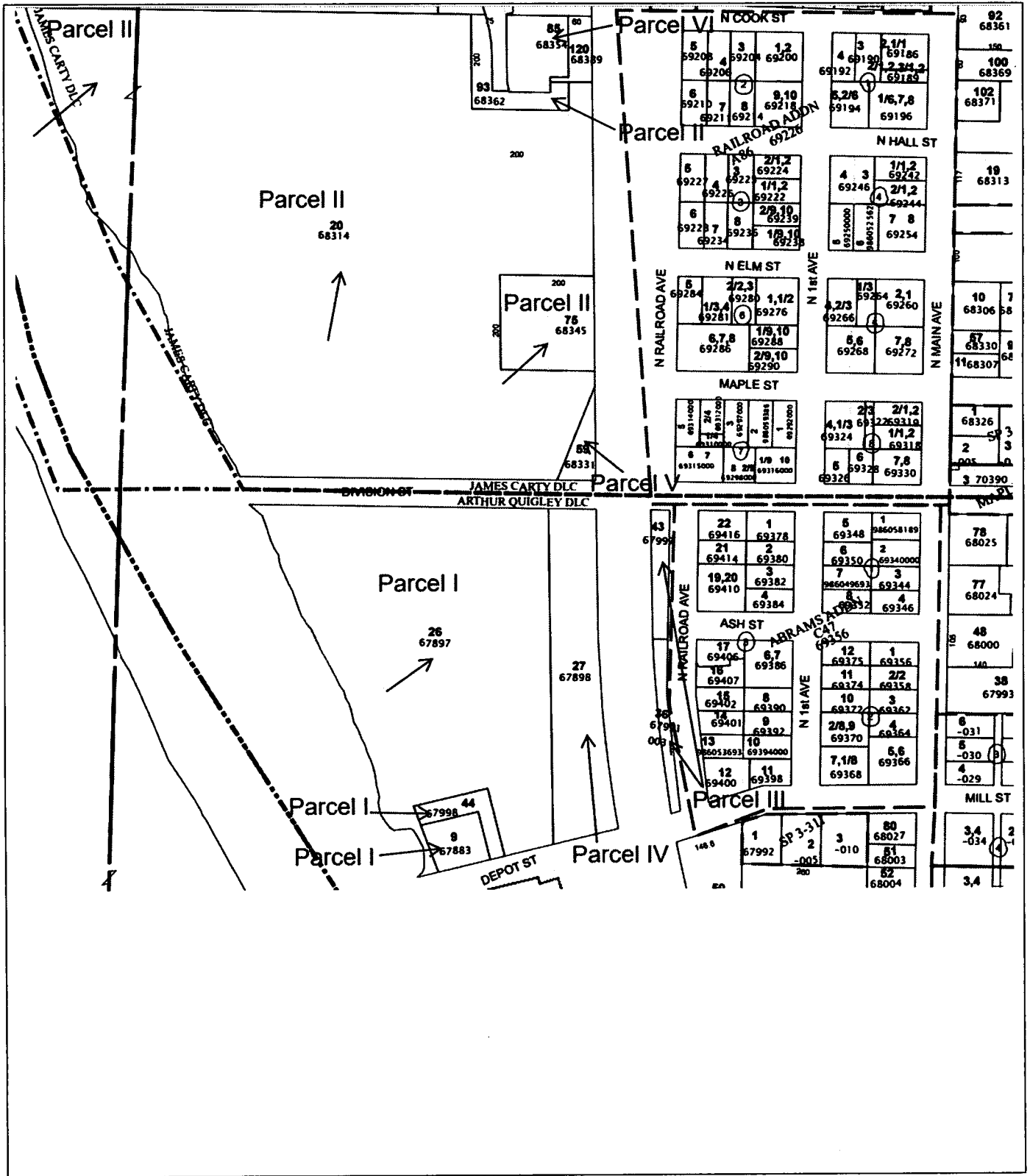
MAR 10 3 50 PM '94

AUDITOR
ELIZABETH A. LUCE

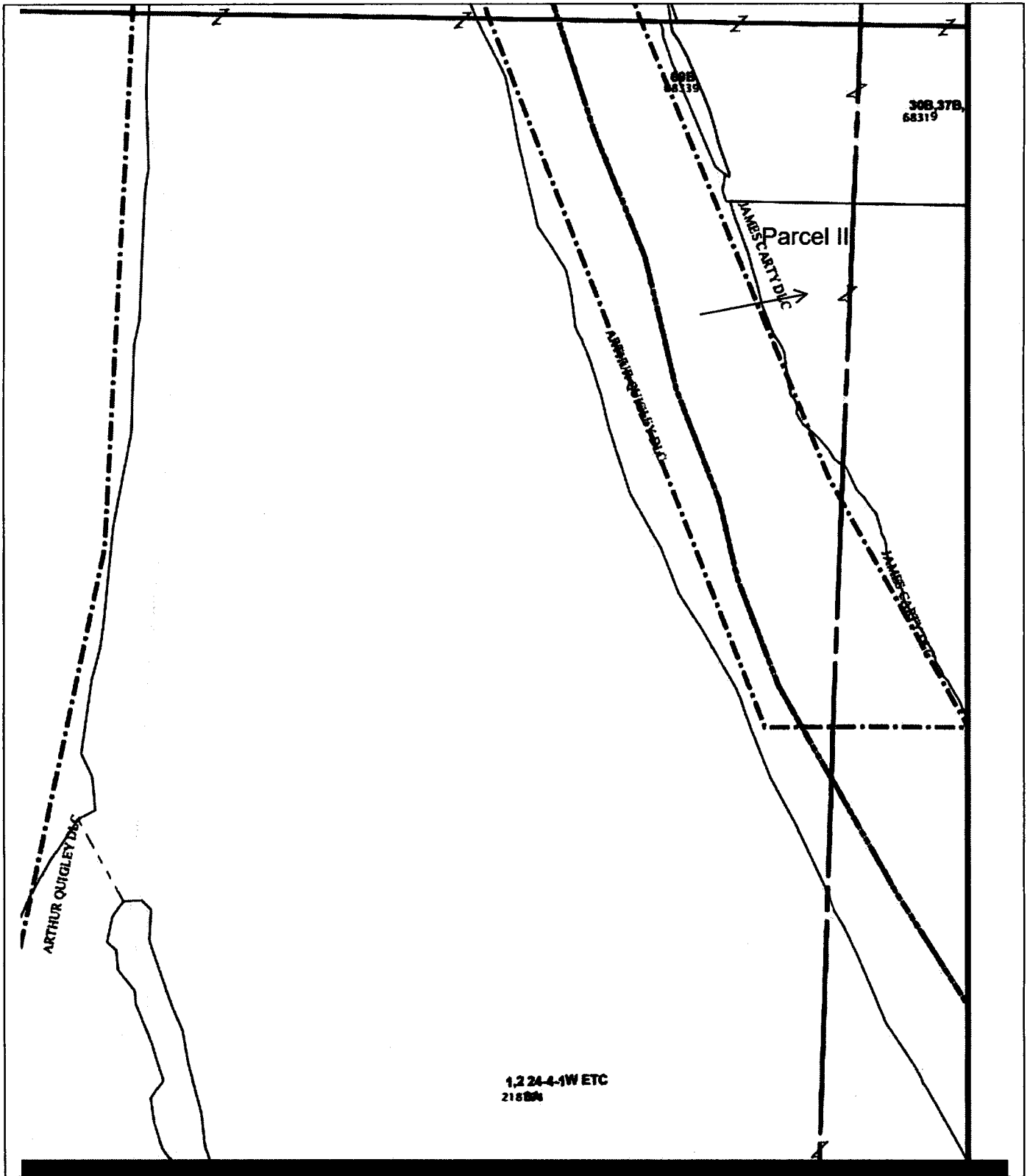
0711

CLARK COUNTY PROSECUTING ATTORNEY
1200 FRANKLIN
PO BOX 5000
VANCOUVER, WASHINGTON 98668-5000
(206) 699-2261

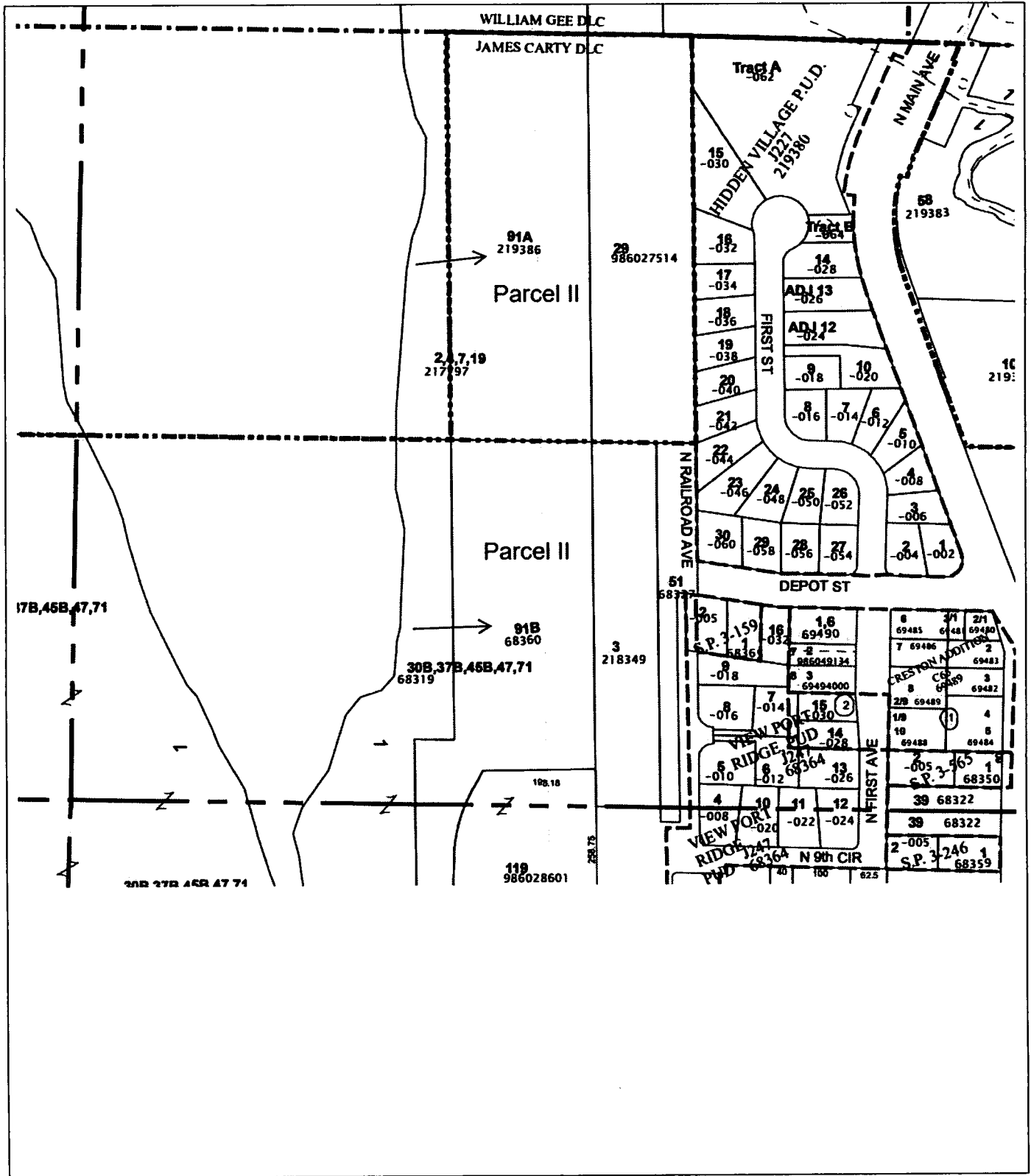
03-10-94



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



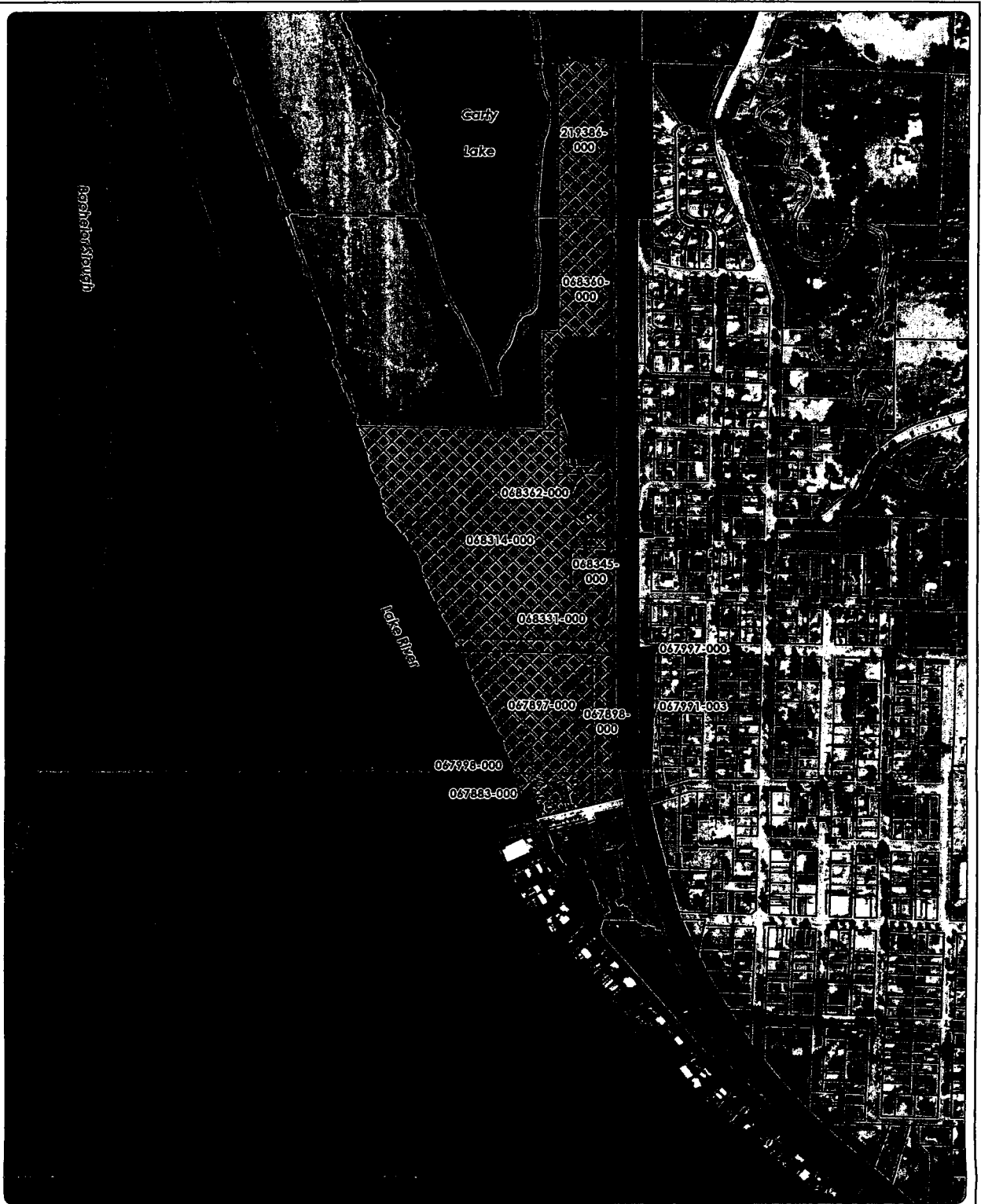
This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Exhibit B




PROPERTY MAP








Notes:
 BNSF = Burlington Northern Santa Fe.
 LRIS = Lake River Industrial Site.
 Port = Port of Ridgefield.
 RNWR = Ridgefield National Wildlife Refuge.
 WWTP = wastewater treatment plant.

Data Source:
 Aerial photograph obtained from Esri.
 Tax lots obtained from Clark County.







Legend

-  Pacific Wood Treating Site
-  Environmental Covenant (with tax parcel numbers)
-  Tax Lots

Area Designations

- LRIS**
-  Port-Owned
 -  City of Ridgefield WWTP
- Port-Owned**
-  Railroad Avenue Property
 -  Port Marina Property
 -  Overpass Property

Upland Off-Property

-  Residential: Low-Density
-  McCuddy's Marina Property
- Other**
-  RNWR-Carty Unit
-  RNWR-River S Unit
-  BNSF Railroad Property
-  Lake River

**Exhibit B
 Environmental Covenant
 Property Map**
 Pacific Wood Treating Corp
 Ridgefield, Washington

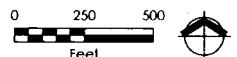
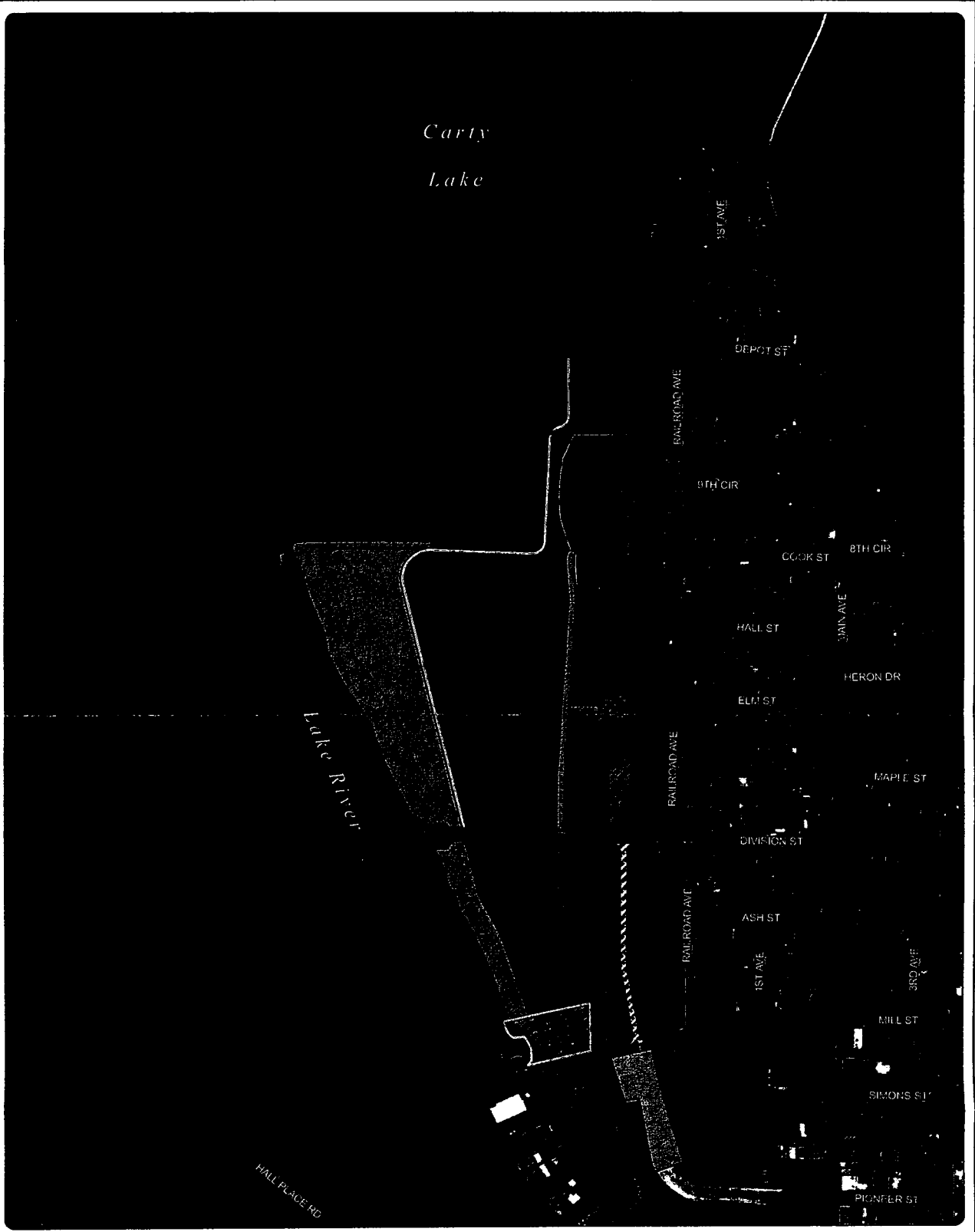


Exhibit C

MAPS ILLUSTRATING LOCATION OF RESTRICTIONS

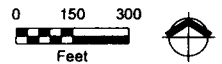


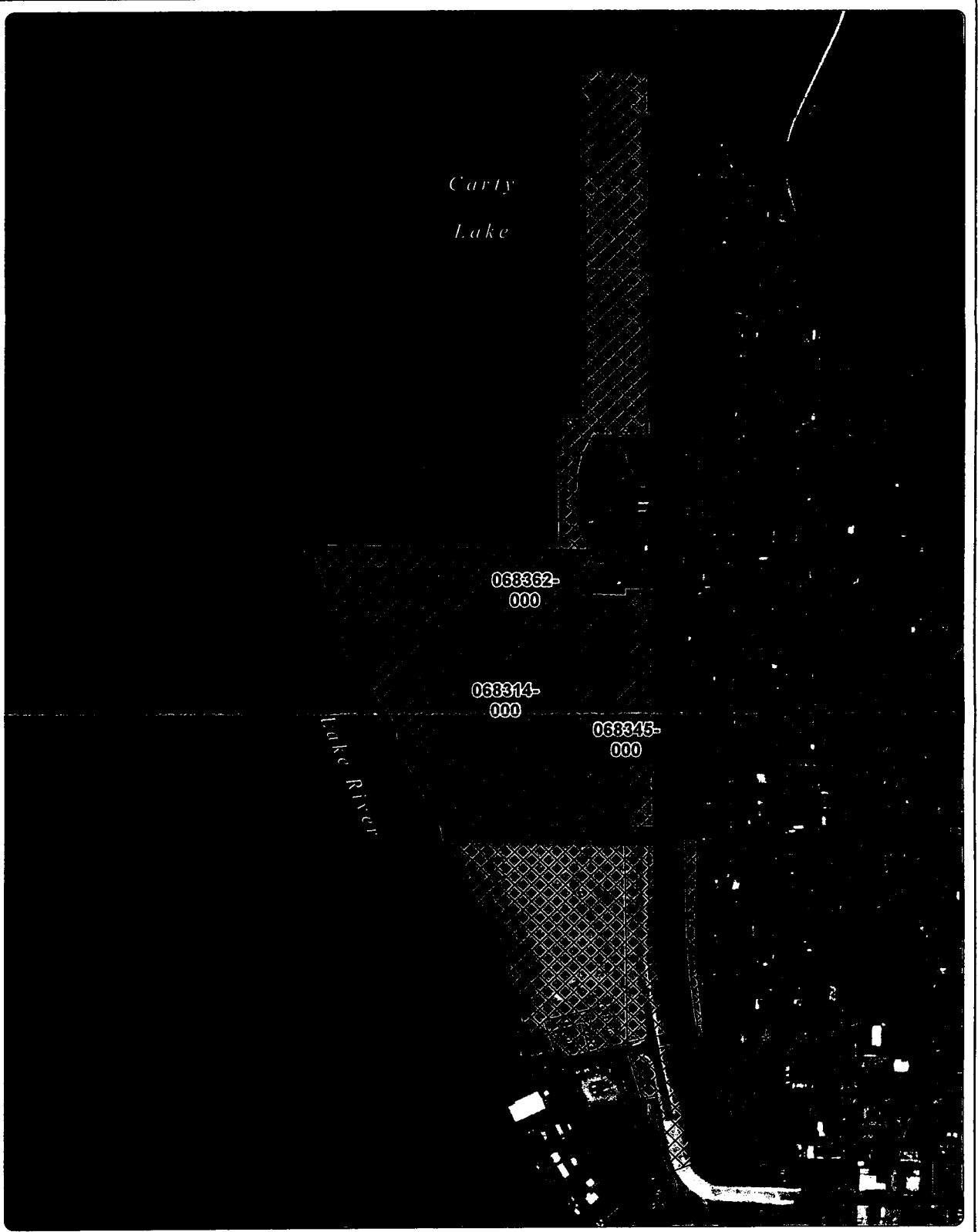
Source: Aerial imagery obtained from Esri.
 Note: WWTP = wastewater treatment plant

- Port of Ridgefield Cell Boundaries
- Railroad Avenue Property
- Port Marina Property (Existing Asphalt)
- WWTP
- Asphalt Cap and Building
- Gravel Cap
- 2' Soil Cap
- 3' Soil Cap
- Division & Pioneer Streets (Minimum 5" Asphalt, 14" Crushed Base Rock, and Demarcation Fabric over the existing subgrade)
- Hard Trail (6" Crushed Base Rock, 2.5" Asphalt over 24" Soil Cap (min))
- Hard trail (6" Crushed Base Rock, 2.5" Asphalt over impacted soil)
- Soft Trail (3" Crushed Base Rock over 36" Soil Cap (min) over Demarcation Fabric)
- Cell 2 Gravel Access Road (2' Crushed Base Rock over Demarcation Fabric)
- Cell 3 Gravel Access Road (8" Crushed Base Rock over 16" of Soil Cap over Demarcation Fabric)

Exhibit C-1 Final Cap Overview

Pacific Wood Treating Corp
Ridgefield, Washington







Source: Aerial photograph obtained from Esri.
 Tax lots obtained from Clark County GIS.

Note: The areas depicted as containing the potential for vapor concern are areas in which residual volatile chemicals may exist.

Legend

-  Environmental Covenant
-  Environmental Covenant-Potential Vapor Concern (with tax parcel number)

**Exhibit C-2
 Areas With Potential
 Vapor Concern**

Pacific Wood Treating Corp
 Ridgefield, Washington



This product is for informational purposes and may not have been prepared for, or be suitable for, legal, engineering, or surveying purposes. Users of this information should ensure or consult the primary data and information sources to ascertain the suitability of the information.

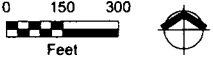


Exhibit D

SUBORDINATION AGREEMENT

SUBORDINATION AGREEMENT

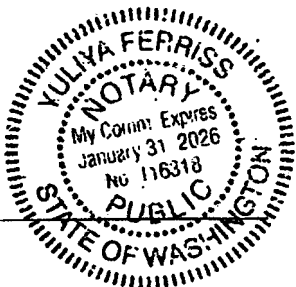
KNOW ALL PERSONS, That the City of Ridgefield, the owner and holder of that certain Division Street Right of Way subject to this Environmental Covenant and identified as such in Exhibit B of this document, , does hereby agree that said Right of Way shall be subordinate to the interest of the State of Washington, Department of Ecology, under the Environmental (restrictive) Covenant dated October 12, 2023, a s executed by the Port of Ridgefield as Grantor and the State of Washington, Department of Ecology, as Grantee, and recorded in Clark County, Washington under Auditor’s File Number _____.

by: Steve Stuart
Title: City Manager
Dated: October 13, 2023

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF Washington COUNTY OF Clark


On this 13 day of October, 2023 I certify that Steve Stuart personally appeared before me, acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument, and acknowledged it as City Manager of the City of Ridgefield to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.



Kulya Ferriss
Notary Public in and for the State of Washington
Residing at Clark County
My appointment expires 1-31-26

SUBORDINATION AGREEMENT

KNOW ALL PERSONS, that Clark Public Utilities, the owner and holder of that certain easement bearing the date the 17th day of September, 1930, executed by Ridgefield Lumber Company and recorded in the office of the County Auditor of Clark County, State of Washington, on February 5th, 1931, under Auditor's File Number D 864, and that certain easement bearing the date the 30th day of April, 1959, executed by Ridgefield Port District and recorded in the office of the County Auditor of Clark County, State of Washington, on May 1st, 1959, under Auditor's File Number G 261365 and does hereby agree that said Instruments shall be subordinate to the interest of the State of Washington, Department of Ecology (the "Department"), under the Environmental Covenant between the Department and the Port of Ridgefield, which has been recorded in Clark County, Washington under Auditor's File Number _____.


by: John Eldridge
Title: General Counsel
Dated: October, 24, 2023

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF WASHINGTON
COUNTY OF CLARK

On this 24 of October, 2023, I certify that personally appeared before me, acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument, and acknowledged it as the General Counsel of Clark Public Utilities to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.



Notary Public in and for the State of Washington
Residing at Vancouver, Wa
My appointment expires 5.5.2026

