

4231239 D

RecFee - \$115.00 Pages: 34 - CLARK COUNTY  
Clark County, WA 10/04/2006 02:20



RETURN ADDRESS

Bronson Potter  
Clark County

Real Estate Excise Tax  
Ch. 11 Rev. Laws 1951

Affd. # 599469 Date 10/4/06  
EXEMPT  
For Details of tax paid see

Affd. #  
By Doug Lasher  
Clark County Treasurer  
Deputy

Please print neatly or type information  
Document Title(s)

Quit Claim Deed

Reference Numbers(s) of related documents:

Additional Reference #'s on page

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

U S of America

Additional grantors on page

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

Clark County Washington

Additional grantees on page

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

Sec 34+35 3 - 3 E SEC 1-2, 3 & 10

Additional legal is on page

Assessor's Property Tax Parcel/Account Number

208417-000 167940-000 170186-000  
167837-000 168044-000 208215-000

Additional parcel #'s on page

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 processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

This deed was prepared/reviewed by:  
Bruce G. Rohde, Attorney  
U.S. Army Engineer District, Seattle  
P.O. Box 3755  
Seattle, WA 98124-3755

**QUITCLAIM DEED  
FORMER CAMP BONNEVILLE  
CLARK COUNTY, WASHINGTON**

THIS QUITCLAIM DEED, between the UNITED STATES OF AMERICA (hereinafter the "GRANTOR"), acting by and through the Deputy Assistant Secretary of the Army (Installations and Housing), pursuant to a delegation of authority from the SECRETARY OF THE ARMY (hereinafter the "SECRETARY"), under the authority of 10 U.S.C. § 2694a, as amended, and Clark County, Washington (hereinafter the "GRANTEE").

WITNESSETH THAT, the GRANTOR, for and in consideration of the benefit that will accrue to the United States from the use of the property conveyed herein for the conservation of natural resources and other good and valuable consideration the receipt of all of which is hereby acknowledged, does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM unto the GRANTEE, its successors and assigns, all its right, title, and interest in the property situated, lying and being in the County of Clark, in the State of Washington, containing approximately 3,013 acres as more particularly described in Exhibit A, attached hereto and made a part hereof (hereinafter referred to as the "Property"); provided that the right of the GRANTEE to conduct revenue-producing activities on the Property shall be limited to the conduct of incidental revenue-producing activities that are compatible with the use of the Property for conservation purposes; provided further that the right of the GRANTEE to convey the Property shall be limited to conveyances to another eligible entity, as defined in 10 U.S.C. § 2694a(b), and shall be subject to the approval of the SECRETARY, and that any and all such further conveyances of the Property shall be subject to the same terms, reservations, restrictions, covenants and conditions set forth in this Deed; and provided that if any portion of the premises shall be used for any purpose other than natural resource conservation as provided in 10 U.S.C. § 2694a and incidental revenue-producing activities that are compatible with the use of the Property for conservation purposes, the title and interest in and to the portion of the premises so used shall revert to and become the property of the GRANTOR, at its option, and it shall have the immediate right of entry.

SUBJECT TO all valid and existing restrictions, reservations, covenants, conditions, and easements, including, but not limited to, rights-of-way for railroads, highways, pipelines, and public utilities, if any, whether of public record or not.

TO HAVE AND TO HOLD the Property granted herein to the GRANTEE and its successors and assigns, together with all and singular the appurtenances, rights, powers and privileges thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, or claim whatsoever of the GRANTOR, either in law or in equity, and subject to the terms, reservations, restrictions, covenants, and conditions set forth in this Deed.

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that the GRANTEE, by its acceptance of this Deed, agrees that, as part of the consideration for this Deed, the GRANTEE covenants and agrees for itself, its successors and assigns, forever, that this Deed is made and accepted upon each of the following covenants, which covenants shall be binding upon and enforceable against the GRANTEE, its successors and assigns, in perpetuity by the GRANTOR and other interested parties as allowed by federal, state or local law; that the notices, use restrictions and restrictive covenants set forth herein are a binding servitude on the Property herein conveyed and shall be deemed to run with the land in perpetuity; and that the failure to include the notices, use restrictions and restrictive covenants in subsequent conveyances does not abrogate the status of these notices, use restrictions and restrictive covenants as binding upon the GRANTEE, its successors and assigns:

## **1. CERCLA NOTICE**

A. Pursuant to section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, (hereinafter "CERCLA") (42 U.S.C. § 9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances, as defined in section 101(14) of CERCLA, and the time at which such substances were stored, released, or disposed of, is provided in Exhibit B, attached hereto and made a part hereof. Additional information regarding the storage, release, and disposal of hazardous substances on the Property has been provided to the GRANTEE, receipt of which the GRANTEE hereby acknowledges. Such additional information includes, but is not limited to, the following documents: Final Environmental Baseline Survey Report, Final Multi-Sites Investigation Report, Final Environmental Assessment and other documents as listed in Attachment 3 to the Finding of Suitability for Early Transfer dated August 2006.

B. Pursuant to section 120(h)(3)(A)(i)(III) of CERCLA, (42 U.S.C. § 9620(h)(3)(A)(i)(III)), a description of the remedial action taken, if any, on the Property is provided in Exhibit B. Additional information regarding the remedial action taken, if any, has been provided to the GRANTEE, receipt of which the GRANTEE hereby acknowledges. Such additional information includes, but is not limited to, the following documents: Final Closure Report – Environmental Restoration, Multi-Sites; Final Closure Report, Environmental Restoration, Pesticide Building #4126 and Ammunition Bunkers #2953, #2951 and #2950; Final Landfill 4 Investigation Report; BRAC HTRW Site Closure Report for Landfills 1, 2 and 3, Former Burn Area, Buildings 1962 and 1963, Grease Pits at the Camp Bonneville and Camp Killpack Cantonments, Former Sewage Pond and Hazardous Materials Accumulation Point and other documents.

## **2. CERCLA COVENANT**

Pursuant to section 120(h)(3)(A)(ii)(II) of CERCLA, the GRANTOR warrants that any additional remedial action found to be necessary after the date of this Deed with regard to any hazardous substances remaining on the Property as of the date of this Deed shall be conducted by the GRANTOR. This covenant shall not apply in any case in which the person or entity to whom the Property or any portion thereof, is transferred is a potentially responsible party with respect to the Property or any such portion thereof. For purposes of this covenant, the GRANTEE shall not be considered a potentially responsible party solely due to the presence of a hazardous substance remaining on the Property on the date of this Deed. Further, The GRANTOR shall not be relieved of any obligation under CERCLA to perform any remedial action found to be necessary after the date of this Deed with regard to any hazardous substances remaining on the Property as of the date of this Deed if the GRANTEE is

subsequently determined to be a potentially responsible party with respect to hazardous substances placed on the Property after the date of this Deed.

### **3. RIGHT OF ACCESS**

A. Pursuant to section 120(h)(3)(A)(iii) of CERCLA, the GRANTOR retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which an environmental response action or corrective action is found to be necessary on the part of the GRANTOR, without regard to whether such environmental response action or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test-pitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the GRANTOR to meet its responsibilities under applicable laws and as provided for in this Deed. Such easement and right of access shall be binding on the GRANTEE, its successors and assigns, and shall run with the land.

B. In exercising such easement and right of access, the GRANTOR shall provide the GRANTEE or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this covenant, which notice may be severely curtailed or even eliminated in emergency situations. The GRANTOR shall use reasonable means, but without significant additional costs to the GRANTOR, to avoid and to minimize interference with the GRANTEE's and the GRANTEE's successors' and assigns' quiet enjoyment of the property. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the GRANTOR. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the GRANTEE nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the GRANTOR.

C. The GRANTOR and the GRANTEE agree that if any action of the GRANTOR's officers, employees, agents, contractors of any tier, or servants in the exercise of this right of access results in damage to the Property, the GRANTOR shall, at its sole discretion, make reasonable repairs to, or compensate for, such damage. In no event shall such repair, or compensation, exceed the fair market value of the damaged portion of the Property at the time immediately preceding such damage. The GRANTOR's liability under this clause shall be contingent upon the availability of, and shall not exceed, appropriations available for such payment and nothing contained in this Deed may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. In addition, the GRANTEE covenants for itself, its successors and assigns not to interfere with any response action or corrective action conducted by the GRANTOR on the Property.

### **4. "AS IS"**

A. The GRANTEE acknowledges that it has inspected or has had the opportunity to inspect the Property and accepts the condition and state of repair of the Property. The GRANTEE understands and agrees that the Property and any part thereof is conveyed "AS IS" without any representation, warranty, or guaranty by the GRANTOR as to quantity, quality, title, character, condition, size, or kind, or that the same is in a condition or fit to be used for the purposes intended by the GRANTEE, and no claim for allowance or deduction upon such grounds will be considered.

B. No warranties, either express or implied, are given with regard to the condition of the Property, including, without limitation, whether the Property does or does not contain asbestos or lead-based paint. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos, lead-based paint, or other conditions on the Property. The failure of the GRANTEE to inspect or to exercise due diligence to be fully informed as to the condition of all or any portion of the Property will not constitute grounds for any claim or demand against the GRANTOR.

C. Nothing in this "As Is" provision will be construed to modify or negate the GRANTOR's obligation under the "CERCLA Covenant" or any other statutory obligations.

## **5. HOLD HARMLESS**

A. To the extent authorized by law, the GRANTEE, its successors and assigns, covenant and agree to indemnify and hold harmless the GRANTOR, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the notices, use restrictions, and restrictive covenants in this Deed by the GRANTEE, its successors and assigns, and (2) any and all claims, damages, and judgments arising out of, or in any manner predicated upon any failure to comply with the provisions in this Deed regarding asbestos and lead-based paint after the date of conveyance.

B. The GRANTEE, its successors and assigns, covenant and agree that the GRANTOR shall not be responsible for any costs associated with modifications or termination of the notices, use restrictions, and restrictive covenants in this Deed, including, but not limited to, any costs associated with additional investigation or remediation of asbestos or lead-based paint.

C. Nothing in this "Hold Harmless" provision will be construed to modify or negate the GRANTOR's obligation under the "CERCLA Covenant" or any other statutory obligations.

## **6. ENVIRONMENTAL PROTECTION PROVISIONS**

The GRANTEE shall neither transfer the Property, lease the Property, nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion of the Environmental Protection Provisions set forth in Exhibit C, attached hereto and made a part hereof, and shall require the inclusion of the said Environmental Protection Provisions in all subsequent deeds, easements, transfers, leases, or grant of any interest, privilege, or license in, on, of, or to the Property or any portion thereof.

## **7. NON-DISCRIMINATION**

The Grantee covenants for itself, its successors, and assigns and every successor in interest to the Property hereby conveyed, or any part thereof, that the said GRANTEE and such successors, and assigns shall not discriminate upon the basis of race, color, religion, age, gender, or national origin in the use, occupancy, sale, or lease of the Property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The GRANTOR shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

**8. INDEMNIFICATION OF TRANSFEREES OF CLOSING DEFENSE PROPERTY**

The GRANTOR and the GRANTEE are aware of their respective obligations and responsibilities under section 330 of the National Defense Authorization Act for Fiscal Year 1993, Public Law 102-484, Oct. 23, 1992, 106 Stat. 2371, as amended by section 1002 of the National Defense Authorization Act for Fiscal Year 1994, Public Law 103-160, Nov. 30, 1993, 107 Stat. 1745.

**9. ANTI-DEFICIENCY ACT**

The GRANTOR's obligation to pay or reimburse any money under this Deed is subject to the availability of funds appropriated for this purpose to the Department of the Army and nothing in this Deed shall be interpreted to require obligations or payments by the GRANTOR in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

**10. NO WAIVER**

The failure of the GRANTOR to insist in any one or more instances upon complete performance of any of the said notices, covenants, conditions, restrictions, or reservations shall not be construed as a waiver or a relinquishment of the future performance of any such covenants, conditions, restrictions, or reservations and the obligations of the GRANTEE, its successors and assigns with respect to such future performance shall continue in full force and effect.

**IN WITNESS WHEREOF**, the GRANTOR has caused this Deed to be executed in its name by the Deputy Assistant Secretary of the Army (Installations and Housing), this the 29<sup>th</sup> day of September 2006.

**UNITED STATES OF AMERICA**

By: Joseph W. Whitaker  
JOSEPH W. WHITAKER  
Deputy Assistant Secretary of the Army  
(Installations and Housing)  
OASA(I&E)

ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA )
) SS:
COUNTY OF ARLINGTON )

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia, County of Arlington, do hereby certify that this day personally appeared before me in the Commonwealth of Virginia, County of Arlington, Joseph W. Whitaker, Deputy Assistant Secretary of the Army (Installations and Housing), whose name is signed to the foregoing instrument and who acknowledged the foregoing instrument to be his free act and deed on the date shown, and acknowledged the same for and on behalf of the UNITED STATES OF AMERICA.

Elizabeth Mitchell
Notary Public

My commission expires: March 31st 2010 EM

ACCEPTANCE BY GRANTEE

Clark County, a political subdivision of the State of Washington, GRANTEE, hereby accepts this Quitclaim Deed for itself, its successors and assigns, subject to all of the covenants, conditions, reservations, restrictions and terms contained herein, this 3 day of October 2006.

CLARK COUNTY

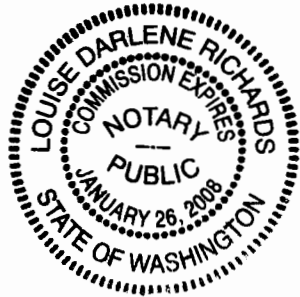
By: [Signature]
Marc Boldt
Chair, Board of County Commissioners

ACKNOWLEDGEMENT

STATE OF WASHINGTON )
) SS.
COUNTY OF CLARK )

On this 3 day of October, 2006 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me Marc Boldt, to me personally known, or proven on the basis of satisfactory evidence, to be the Chair, Board of County Commissioners, Clark County, Washington, whose name is subscribed to the foregoing instrument and who acknowledged the same to be the free and voluntary act and deed of Clark County, Washington on the date shown, and for the purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument for and on behalf of Clark County Washington.

WITNESS my hand and seal hereto affixed the day and year in this certificate above written.



[Signature]
Notary Public in and for the State of
Washington, residing at Vancouver, WA

My commission expires:
1-26-08

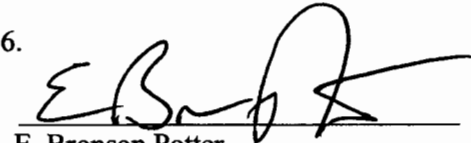


ATTORNEY'S CERTIFICATE

I, E. Bronson Potter, acting as Senior Deputy Prosecuting Attorney for Clark County, Washington, referred to as the "GRANTEE" in the foregoing Quitclaim Deed, do hereby certify that I have examined the said Quitclaim Deed and the proceedings taken by the GRANTEE relating thereto, and find that the acceptance thereof by the GRANTEE has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Washington, and further that, in my opinion, the said Quitclaim Deed constitutes a legal and binding compliance obligation of the GRANTEE in accordance with the terms thereof.

Dated this 3rd day of October 2006.

By:



E. Bronson Potter  
Senior Deputy Prosecuting Attorney  
Clark County, Washington

## EXHIBIT A

### LEGAL DESCRIPTION

A parcel of land located in Sections 34 and 35 of Township 3 North, Range 3 East of the Willamette Meridian, and in Sections 1, 2, 3, and 10 of Township 2 North, Range 3 East of the Willamette Meridian, all in Clark County, Washington, more particularly described as follows:

**BEGINNING** at a 3 inch aluminum cap marking the southwest corner of Section 34 Township 3 North, Range 3 East, Willamette Meridian; thence South  $88^{\circ} 25' 57''$  East, 2,635.07 feet along the south line of the southwest quarter (SW $\frac{1}{4}$ ) of said Section 34 to a  $\frac{3}{4}$  inch aluminum cap marking the south quarter corner of said Section 34; thence North  $02^{\circ} 00' 17''$  East, 2,648.35 feet along the west line of the southeast quarter (SE $\frac{1}{4}$ ) of said Section 34 to a  $\frac{1}{2}$  inch iron rod with yellow plastic cap marked "Hart 12974" marking the center of said Section 34 per that record of survey recorded in book 39 of Surveys at page 34, Records of Clark County, Washington; thence South  $88^{\circ} 11' 19''$  East, 2,643.06 feet along the north line of the southeast quarter (SE $\frac{1}{4}$ ) of said Section 34 to the east quarter corner of said Section 34, as calculated per that Record of Survey recorded in Book 21 of Surveys, at Page 132, Records of Clark County, Washington; thence North  $02^{\circ} 11' 12''$  East, 2,637.25 feet along the west line of the northwest quarter (NW $\frac{1}{4}$ ) of Section 35 to a 3 inch brass cap marking the northwest corner of said Section 34, being also the northeast corner of Section 35, Township 3 North, Range 3 East; thence South  $88^{\circ} 07' 36''$  East, 2,644.51 feet along the north line of the northwest quarter (NW $\frac{1}{4}$ ) of said Section 35 to a  $\frac{3}{4}$  inch aluminum cap marking the north quarter corner of said Section 35; thence South  $88^{\circ} 07' 57''$  East, 2,644.52 feet to the northeast corner of said Section 35, said corner having a witness corner marked by a 3 inch brass cap bearing North  $02^{\circ} 13' 29''$  East, 5.00 feet, as set per that Record of Survey recorded in Book 21 of Surveys, at Page 132, Records of Clark County, Washington; thence South  $02^{\circ} 13' 29''$  West, 5,196.56 feet along the east line of said Section 35, to a 3 inch brass cap marking the southeast corner of said Section 35, being also the southwest corner of Section 36, Township 3 North, Range 3 East, as calculated per that Record of Survey recorded in Book 21 of Surveys, at page 132, records of Clark County, Washington; thence South  $89^{\circ} 00' 11''$  East, 5,286.83 feet along the south line of said Section 36, to a 3 inch brass cap marking the southeast corner of said Section 36, being also the northeast corner of Section 1, Township 2 North, Range 3 East; thence South  $01^{\circ} 10' 01''$  West, 5,302.22 feet along the east line of said Section 1, to a 3 inch brass cap marking the southeast corner of said Section 1; thence North  $88^{\circ} 46' 24''$  West, 5,266.51 feet along the south line of said Section 1, to a  $\frac{1}{2}$  inch iron rod with yellow plastic cap marked "TBH PLS 10920" marking the southwest corner of said Section 1, per that Record of Survey recorded in Book 21 of Surveys, at Page 95, Records of Clark County, Washington, being also the southeast corner of Section 2, Township 2 North, Range 3 East; thence North  $88^{\circ} 31' 25''$  West, 2,637.03 feet along the south line of the southeast quarter (SE $\frac{1}{4}$ ) of said Section 2, to a  $\frac{7}{8}$  inch drill shaft marking the south quarter corner of said Section 2; thence North  $88^{\circ} 40' 34''$  West, 2,621.18 feet to a  $\frac{3}{4}$  inch aluminum cap marking the southwest corner of said Section 2, being also the northeast corner of Section 10, Township 2 North, Range 3 East; thence South  $01^{\circ} 25' 00''$  West, 2,640.69 feet to a  $\frac{3}{4}$  inch aluminum cap marking the east quarter corner of said Section 10; thence North  $89^{\circ} 15' 33''$  West, 5,294.16 feet along the south line of the North half (N $\frac{1}{2}$ ) of said Section 10 to a  $\frac{3}{2}$  inch brass cap marking the west quarter corner of said Section 10; thence North  $01^{\circ} 27' 42''$  East, 2,641.85 feet along the west line of the northwest quarter (NW $\frac{1}{4}$ ) of said Section 10 to a  $\frac{1}{4}$  inch iron pipe marking the northwest corner of said Section 10, being also the southwest corner of Section 3, Township 2 North, Range 3 East, per that Record of Survey recorded in Book 17 of Surveys, at Page 87, Records of Clark County, Washington; thence North  $00^{\circ} 52' 55''$  East, 2650.31 feet along the west line of the southwest

quarter (SW $\frac{1}{4}$ ) of said Section 3, to a  $\frac{3}{4}$  inch iron pipe marking the west quarter corner of said Section 3, per said Record of Survey in Book 17 of Surveys, at Page 87; thence North 00° 52' 57" East, 2,671.49 feet to the northwest corner of said Section 3, being also the southwest corner of Section 34, Township 3 North, Range 3 East and the **POINT OF BEGINNING**.

**EXCEPT** the north half of the southwest quarter of the southwest quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section 3, Township 3 North, Range 3 East, Willamette Meridian, per that Record of Survey recorded in Book 23 of Surveys, at Page 91, Records of Clark County, Washington.

**ALSO EXCEPT** that tract of land conveyed to the Public, by Quit Claim Deed recorded under Auditor's File Book 24, Page 223 on August 29, 1894, in Clark County, Washington, being a portion of the southwest quarter of the northwest quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section 3, Township 2 North, Range 3 East, of the Willamette Meridian, described as follows:

**BEGINNING** at the southwest corner of the northwest quarter (NW $\frac{1}{4}$ ) of said Section 3; thence east along the south line of said northwest quarter (NW $\frac{1}{4}$ ), 330 feet (20 rods); thence north parallel with the west line of said northwest quarter (NW $\frac{1}{4}$ ), 264 feet (16 rods); thence west parallel with the south line of said northwest quarter (NW $\frac{1}{4}$ ), 330 feet (20 rods), to the west line of northwest quarter (NW $\frac{1}{4}$ ) of Section 3; thence south along said west line 264 feet (16 rods), to the **POINT OF BEGINNING**.

**ALSO EXCEPT** any portion lying within the right of way of Northeast 232<sup>nd</sup> Avenue, and

**ALSO EXCEPTING** any portion lying within the right of way of Northeast 68<sup>th</sup> Street.

This description contains 3,013 acres, more or less.

This description based on survey performed by Clark County, Washington 15 May 2006 as recorded in Book 56 of Surveys, at page 007, Records of Clark County, Washington. The Basis of Bearing is the south line of the southwest quarter of Section 34, Township 3 North, Range 3 East, Willamette Meridian, being held as South 88° 25' 57" East and distances are based on grid distances with a combined factor of 1.0000365 to obtain ground distances. Survey is based on the Washington State Plane Coordinate System, South Zone, NAD83/91 Adjustment.

**EXHIBIT B**

**NOTIFICATION OF HAZARDOUS SUBSTANCE STORAGE, RELEASE OR DISPOSAL**

Building Number	Name of Storage Location Substantive(s)	Date of Storage Release or Disposal	Remedial Action Unit
-----------------	---	-------------------------------------	----------------------

**Remedial Action Unit 1**

<b>Building 1864</b> Pesticide Storage/Mixing Building	2,4,5-trichlorophenoxyacetic acid (2,4,5-T), 2,4-dichlorophenoxyacetic acid, 4,4-dishlorodiphenotrichloroethant (DDT)  Cadmium  Lead	1977 - 1980         Unknown	<p>Records indicate that this facility stored 55-gallon drums of 2,4,5-trichlorophenoxyacetic acid (2,4,5-T), 2,4-dichlorophenoxyacetic acid, and an unknown amount of 4,4-dishlorodiphenotrichloroethant (DDT). These materials came from Building 4126 in 1977 and in 1980 were moved to Fort Lewis.</p> <p>Surface, subsurface, and groundwater samples were collected at the site and tested for TPH, VOCs, (subsurface samples only) SVOCs, chlorinated pesticides, PCBs, organophosphorus pesticides, chlorinated herbicides, and PL metals. Test results indicate that surface and sub-surface soil samples had concentrations of various metals (cadmium, chromium and lead) above regulatory cleanup levels. The concentrations of cadmium and lead exceeded background levels. Groundwater samples collected from the two monitoring wells installed at the site contained no analytes above regulatory criteria.</p> <p>Remediations began in June 2000 that included soil excavations to a depth of 0.8 feet bgs (on average). Confirmatory samples were collected from the excavation, and the test results indicated that the concentration of TPH (diesel and heavy oil range) and lead exceeded cleanup criteria. Based on that data, the excavation was extended to 2.7 feet bgs (on average). Confirmatory samples were collected, and all test results showed target analyte concentrations to be below their respective cleanup criteria.</p> <p>The contaminated soil excavation was completed in 2000, and all contaminated soil was disposed of at an off-site facility. The excavation was backfilled to grade.</p>
<b>Building 4126</b> Pesticide Storage	2,4,5-trichlorophenoxyacetic acid (2,4,5-T), 2,4-dichlorophenoxyacetic acid,	Unknown to 1977	Records indicate that this building stored 55-gallon drums of 2,4,5-trichlorophenoxyacetic acid (2,4,5-T), 2,4-dichlorophenoxyacetic acid, and 4,4-dishlorodiphenotrichloroethant (DDT) until 1977 when these

**EXHIBIT B**

**NOTIFICATION OF HAZARDOUS SUBSTANCES FOR RELEASE OR DISPOSAL**

Building Number	Name of Hazardous Substance	Status	Description
	<p>4,4-dichlorodiphenyltrichloroethane (DDT)</p> <p align="center">Lead</p>	<p align="center">Unknown</p>	<p>materials were moved to Building 1864, see above.</p> <p>Soil samples and an indoor floor sample were collected and tested for chlorinated pesticides and herbicides, PCBs, PPL metals (plus barium) and TPH (gasoline and diesel ranges). Test results on these samples indicate that pesticides (4,4-DDT, 4,4-DDD, 4,4-DDE, beta-BHC, lindane, 2,4-D, 2,4-DB, 2,4,5-T, and MCPP), petroleum hydrocarbons, and several metals were detected but at concentrations below regulatory cleanup and background concentrations. Polychlorinated biphenyls were not detected at concentrations exceeding the laboratory reporting limit. Petroleum hydrocarbons were detected in floor samples above regulatory cleanup standards. Lead was detected in a surface soil sample above regulatory cleanup and background concentrations.</p> <p>Based on the floor and soil sample results, the building was dismantled and soil was excavated under the building footprint to a depth of 1-foot. Confirmatory samples were collected and test results show no analyte concentration above regulatory cleanup criteria. The building debris and excavated soils were disposed of at an off-site facility. The excavation was backfilled to grade.</p>
4475	Broad-leaf herbicides	Unknown	Pesticides were formerly stored in this building. The duration and volume of pesticide storage is not known.
Building 4475 (Maintenance Pit)	Lead	Unknown	<p>Six soil samples were collected from two borings advanced at the Maintenance pit. The soil samples collected at the drainage pit were tested, and the results showed unidentified hydrocarbons, VOCs, SVOCs and chlorinated pesticides at concentrations below regulatory criteria. No PCBs were detected in any of the samples. Several metals were detected above the regulatory cleanup concentration (arsenic, chromium, and lead) but below site-specific background concentrations with the exception of one sample, which had a lead concentration above background.</p> <p>In June 2000, all accessible lead-contaminated soils were excavated and disposed of at an off-site facility. The excavation was stopped to avoid undermining the building. Contaminated soil may be present beneath the</p>

**EXHIBIT B**

**NOTIFICATION OF POTENTIAL HAZARDOUS SUBSTANCE STORAGE, RELEASE OR DISPOSAL**

Accounting Number	Name of Site	Status	Description
			building. Potential contaminants may include petroleum hydrocarbons, VOCs, SVOCs, metals. The excavation was backfilled to grade.
Suspect Drum Burial Site (Drum Disposal Area)	Arsenic Barium Chromium Methoxychlor  Toluene	Unknown	<p>An electromagnetic survey of the area identified anomalies. Soil borings were advanced in this area and samples collected. No SVOCs, PCBs, pesticides, or explosive compounds were detected in the samples, and there was no evidence of the presence of explosives. Petroleum hydrocarbons, certain VOCs, and metals were detected, but at concentrations below regulatory cleanup criteria and/or background concentrations.</p> <p>In 2000, the area was excavated to remove buried drums and debris (paint cans, corrugated metal, scrap metal and barbed wire). Twenty-six test pits were excavated to assess the area of drum disposal. Soil samples collected from the tests pits, and at some locations rainwater that accumulated in the pits, were tested. The soil sample test results indicate that toluene, arsenic, barium, chromium and methoxychlor exceeded regulatory cleanup criteria. The rainwater sample test results indicate that naphthalene, ethyl benzene, toluene, and lead above cleanup levels. A second EM survey was conducted to determine if buried objects could have caused or contributed to the contamination. Thirteen additional anomalies were identified and investigated by trenching. One excavation contained among other things, paint cans and paint. The other trenches contained scrap metal, reinforcement bars, barbed wire and firing point survey markers.</p> <p>Cleanup activities were initially conducted to address the debris, but later to address the organic compounds and metals detected in the test pits. Approximately 110 tons of soil and debris was excavated and disposed of at an off-site facility. Confirmatory sample results indicate all target analyte concentrations were either not detected or below regulatory cleanup criteria. The excavation was backfilled to grade.</p>
Former CS Gas Training Building (Former CS Gas Training Building Site)	Lead	Unknown	<p>Five soil borings were advanced in the area and soil samples were collected. Test results indicate that CS gas and cyanide were not detected. Semi-volatile organic compounds were detected but at concentrations below regulatory criteria. Lead was detected above regulatory cleanup and background criteria.</p> <p>In June 2000, contaminated soil excavation activities were commenced. The excavation extended to 3-feet below grade. Confirmatory sample test results indicate that all analyte concentrations were below MTCA cleanup criteria. The excavation was backfilled to grade and all contaminated soil was disposed of at an off-site facility.</p>

**EXHIBIT B**

**NOTIFICATION OF REMEDIATION INSTANCES OF GRADE RELEASE OR DEPOSITION**

Building Number	Name of Building or Sub-Range	Contaminant	Description of Release or Deposition
Ammunitions Storage Bunkers (Facility Nos. 2950, 2951, and 2953)	Lead	Unknown	<p>In 1998, fifteen sampling locations (nine at the largest magazine and three each at the two smaller magazines) were selected for the collection of surface and subsurface soil samples. A soil boring was also advanced at each magazine based on the results of the surface soil tests from soil samples collected from inside the magazines. Wipe samples were collected from the floors in each magazine. The soil samples collected from inside the magazines, and the wipe sample tests results show RDX (below reporting levels) and all the PPL metals except selenium and thallium in Building 2950. Arsenic, beryllium, cadmium, chromium, lead, and mercury were detected in the soil samples collected from inside the magazines at concentrations that exceed the MTCA cleanup criteria. Arsenic, beryllium, and cadmium concentrations were also above background levels. PETN was detected in one magazine; however, there is no established cleanup concentration for PETN. No organic compounds were detected above reporting limits in the surface soil samples collected outside the magazines. Arsenic, cadmium, chromium, and lead were detected at concentrations above MTCA cleanup criteria and background levels in the surface soil samples collected outside the magazines. In 2001, surface and subsurface soil samples were collected from Building 2953. PETN, picric acid, and 2,4-dinitrotoulene were detected in the surface soil samples at concentrations below MTCA cleanup criteria. No ordnance compounds or propellants were detected in the subsurface soil samples. Metals were detected in the surface soil samples. Arsenic and chromium were detected above MTCA cleanup criteria. Lead was detected above the MTCA cleanup criteria and background levels.</p> <p>In May 2001, contaminated soils at the three magazines were excavated to one foot below grade. Confirmatory samples were collected and the test results indicated no residual contaminants above regulatory criteria or background levels. The excavations were backfilled and the contaminated soil and wood from pallets inside the magazines were disposed of at an off-site facility. The interior surfaces of the magazines were cleaned.</p>
<b>Remedial Action Unit 2A</b>			
25Meter M60/Pistol Range	Lead	Unknown	Two soil samples collected from this site had lead concentrations of 136 mg/kg and 219 mg/kg.
25Meter Machine Gun Range	Lead	Unknown	The explosive residue (DNT) was detected in soil samples collected from the muzzle blast zone at concentrations that range from 4.9 mg/kg to 20 mg/kg, which are below regulatory criteria. Eleven soil samples had lead concentrations that ranged from 120 mg/kg to 26,300 mg/kg.

**EXHIBIT B**

**NOTIFICATION OF POTENTIALLY HAZARDOUS SUBSTANCE RELEASE OR  
DISPOSAL**

Building Number	Substance(s) Released or Disposed	Quantity Released or Disposed	Description of Release or Disposal
25Meter Record Fire Field Range	Lead	Unknown	Six soil samples collected from this site had lead concentrations that ranged from 150 mg/kg to 8,880 mg/kg.
Machine Gun Range- North	Barium and Lead	Unknown	Barium was detected in two soil samples at concentrations of 178 mg/kg and 200 mg/kg. Lead was detected in one soil sample at a concentration of 158 mg/kg.
Machine Gun Range- South	Barium and Lead	Unknown	Barium was detected in one soil sample at concentration of 192 mg/kg. Lead was detected in two soil samples at concentrations of 135 mg/kg and 423 mg/kg.
Infiltration Course-South	Lead	Unknown	Lead was detected in one soil sample at a concentration of 151 mg/kg.
Sub-machine Gun Range	Barium	Unknown	Barium was detected in one soil sample at a concentration of 133 mg/kg.
Field Firing Ranges 1 & 2	Lead	Unknown	Eight soil samples had lead concentrations that range from 125mg/kg to 7,150 mg/kg.
TF Range	Barium	Unknown	Barium was detected in one soil sample at a concentration of 163 mg/kg.
Combat Pistol Range	Lead	Unknown	Two soil samples contained lead at concentrations of 165 mg/kg and 785 mg/kg.
Close Combat Range	Barium	Unknown	Barium was detected in two soil samples at concentrations of 145 mg/kg and 227 mg/kg.
Rifle Ranges 1&2	Arsenic, Barium and Lead	Unknown	Arsenic and barium were detected in soil samples at 22.9 mg/kg and 202 mg/kg, respectively. Eighteen soil samples had lead concentrations that ranged from 130 mg/kg to 4,330 mg/kg.
Field Fire Rifle Ranges 1 & 2	Barium and Lead	Unknown	Soil test results show two samples with barium detected at concentrations of 146 mg/kg and 194 mg/kg. Two soil samples contained lead in concentrations of 149 mg/kg and 2,300 mg/kg.
Undocumented Pistol Range	Lead	Unknown	Lead was detected in one soil samples at a concentration of 154 mg/kg.
<b>Remedial Action Unit 2B</b>			
No sites			
<b>Remedial Action Unit 2C</b>			



**EXHIBIT B**

**NOTIFICATION OF HAZARDOUS SUBSTANCE STORAGE, RELEASE OR DISPOSAL**

Notification Number	Hazardous Substance	Quantity	Description of Storage, Release or Disposal
Demolition Area 1 and Landfill 4	RDX 2,4-DNT Perchlorate Dichlorofluoromethane 1,1,1-TCA 1,1-DCE PCE	Unknown	<p>A site investigation (SI) was conducted in 1998-1999 4 to evaluate the potential for contamination resulting from past uses of the landfill. The SI included a UXO avoidance survey, geophysical survey, surface and subsurface sampling, and groundwater sampling. Test results of soil samples indicate concentrations of various metals. Only barium, copper, and chromium were detected at concentrations exceeding the regulatory/risk-based criteria. One or more SVOCs, insecticides, herbicides and VOCs were detected, but at concentrations below screening criteria. The only groundwater constituent detected at a concentration exceeding a screening level was RDX (44 ug/l). This compound was detected in the down-gradient well only.</p> <p>Surface water investigations of nearby streams were conducted in 1998 and 1999. Both investigations included the collection and analysis of stream water samples, which were extensively tested. Both investigations concluded that the activities conducted at the landfill do not appear to have affected the stream(s) investigated (primarily Lacamas Creek).</p> <p>In 2001, an expanded site investigation (ESI) of the landfill was conducted based on the previous detection of RDX. The ESI focused primarily on groundwater and included the installation of eight monitoring wells (one well could not be used because it was dry). Four quarterly rounds (July 2001, October 2001, January 2002, and April 2002) of groundwater sampling were conducted. Well samples were also collected in January 2003. Samples collected from the wells were tested for explosives residues, nitroguanidine, perchlorate ion, VOCs, SVOCs, organochlorine herbicides PPL metals (total and dissolved), total cyanide TPH and water quality parameters. Tests results indicate that explosives and propellants (2,4-DNT, RDX, and perchlorate) were detected in all but one monitoring well, and were also detected in the up-gradient well. These constituents were detected in concentrations exceeding screening criteria in the initial groundwater sampling rounds and the final sampling round. Dichlorofluoromethane, 1,1,1-TCA, 1,1-DCE, and PCE were also detected above screening levels.</p> <p>In 2004, approximately 5,000 cys of contaminated soil was removed (interim action) and disposed of at an off-site facility. The excavation was backfilled to grade. The monitoring wells at the site will be sampled on a quarterly basis.</p>

**EXHIBIT B**

**NOTICE CONCERNING HAZARDOUS SUBSTANCES STORAGE, RELEASE, OR DISPOSAL**

Number	Quantity	Case #	Reportable
Number	Quantity	Case #	Reportable

**Remedial Action Unit 3**

No sites			
----------	--	--	--

The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or 'Superfund') 42 U.S.C. §9620(h). This table provides information on the storage of hazardous substances for one year or more in quantities greater than or equal to 1,000 kilograms or the hazardous substance's CERCLA reportable quantity (which ever is greater). In addition, it provides information on the known release of hazardous substances in quantities greater than or equal to the substances CERCLA reportable quantity. See 40 CFR Part 373.

**Notes:**

- 1) Sites and chemical compounds shown in bold type: records indicate that a CERCLA hazardous substance was stored, released, or disposed of at the identified facility at or above its reportable quantity.
- 2) Sites and chemical compounds not shown in bold type: records indicate a CERCLA hazardous substance was released or disposed of at the site/area indicated; however, the quantity is not known. These sites generally relate to a known or suspected release of a CERCLA hazardous substance that was detected at concentrations that require cleanup, the hazardous substance.
- 3) Chemical Abstract Service Registry Numbers:

Analyte	Case #	Reportable
<b>Quantity (lbs)</b>		
• Arsenic	7440382	1
• Barium	7440-39-3	-
• beta-BHC	319857	1
• Cadmium	7440439	1
• Chromium	440473	1

**Acronyms:**

CERCLA = Comprehensive Environmental Compensation liability Act  
 CFR = Code of Federal Regulations  
 CS = 2-chlorobenzal malononitrile  
 D = dichlorophenoxy acetic acid  
 DB = dichlorophenoxy butyric acid  
 DCE = dichloroethylene  
 DDD = dichlorodiphenyldichloroethane  
 DDE = dichlorodiphenyldichloroethylene  
 DDT = dichlorodiphenyltrichloroethane  
 DNT = 2,4-dinitrotoluene  
 EM = electromagnetic  
 ESI = expanded site investigation  
 Lbs = pounds  
 MCPP = 2-(2-methyl-4-chlorophenoxy) propionic acid  
 MTCA = Model Toxics Control Act  
 PCB = polychlorinated biphenyls  
 PCE = Tetrachloroethylene

**EXHIBIT B**

**NUMERIC LIST OF HAZARDOUS SUBSTANCE STORAGE RELEASE OR DISPOSAL**

Chemical Name	Quantity	Unit	Notes
• Chlorobenzalmalononitrile	2698411	-	PETN = pentaerythritol tetranitrate PPL Metals = priority pollutant metals T = trichlorophenoxyacetic acid TCA = trichloroethane TCE = Trichloroethylene TPH = total petroleum hydrocarbons RDX = hexahydro-1,3,5-trinitro-1,3,5-triazine SVOC = semi-volatile organic compounds U.S.C. = United States Code U.S. EPA = United States, Environmental Protection Agency VOC = volatile organic compounds
• 2,4-D	94757	100	
• 2,4-DB	94826	-	
• 1,1-DCE	75354	5000	
• 4,4-DDT	50293	1	
• 4,4-DDD	72548	1	
• 4,4-DDE	72559	1	
• Dichlorofluoromethane	75434	-	
• DNT	121142	1000	
• Lead	7439921	1	
• Lindane	58999	1	
• Methoxychlor	72435	1	
• MCPP	7085190	-	
• 2,4,5-T	93765	100	
• 1,1,1-TCA	71556	1	
• TCE	79016	1000	
• Toluene	108-88-3	1000	
• PCB	1336363	10	
• PCE	127184	1	
• Perchlorate	14797730	-	
• RDX	121824	-	
• Sodium hypochlorite	7681529	100	

## EXHIBIT C

### ENVIRONMENTAL PROTECTION PROVISIONS

#### 1. LAND USE RESTRICTIONS

A. The United States Department of the Army (hereinafter the "Army") has undertaken careful environmental study of the Property and concluded that the land use restrictions set forth below are required to ensure protection of human health and the environment. The GRANTEE, its successors or assigns, shall not undertake nor allow any activity on or use of the Property that would violate the land use restrictions contained herein.

(1) **Residential Use Restriction.** The GRANTEE, its successors and assigns, shall use the Property solely for conservation of natural resources and not for residential purposes. For purposes of this provision, residential use includes, but is not limited to, single family or multi-family residences; child care facilities; and nursing home or assisted living facilities; provided, however, that residential purposes do not include multiple overnight stays associated with the Rustic Retreat Center and Outdoor School, day camping or overnight camping within existing or new buildings on the Property; provided further, however, that prior to the use of any buildings on the Property for such purposes, the responsible State of Washington and/or local government agency or agencies shall have made a written determination that the buildings are habitable and safe for such use under applicable state and/or local laws and regulations. Caretaker, security, and/or Parks & Recreation Department personnel wishing to live in existing buildings or newly-constructed buildings on the Property during remediation and post-remediation of the Property may not reside in such buildings until the responsible State of Washington and/or local government agency or agencies shall have made a written determination that such buildings are habitable and safe for such use under applicable state and/or local laws and regulations.

(2) **Ground Water Restriction.** The GRANTEE is hereby informed and acknowledges that there is limited contamination of the ground water under the Demolition Area 1/Landfill 4 area more particularly described in Exhibit D, attached hereto and made a part hereof. The GRANTEE, its successors and assigns, shall not have the right to access or use ground water underlying the Property for any purpose without the prior written approval of the Army and the Washington State Department of Ecology (hereinafter the "WDOE"). For the purpose of this restriction, "ground water" shall have the same meaning as in section 101(12) of CERCLA. The GRANTEE may, however, use the existing water systems at the Camp Killpack and Camp Bonneville cantonment areas and the caretaker's building for purposes of continuing to provide non-potable water to said facilities or for the provision of potable water provided that prior to use of said water systems for the provision of potable water, the responsible State of Washington and/or local government agency or agencies must make a determination that the water is suitable and safe for such use under applicable state and/or local laws and regulations. The GRANTEE shall have the right to develop other water systems, including those using groundwater underlying other areas of the Property, excluding the area underlying Demolition Area 1/Landfill 4 and the associated contaminant plume, provided, that the GRANTEE shall obtain the prior written approval of the WDOE and the Army.

(3) **Excavation/Land Disturbance Restriction.** The GRANTEE, its successors and assigns, shall not have the right to conduct, or permit others to conduct, any excavation or other intrusive activity on the Property, without qualified unexploded ordnance (hereinafter "UXO") personnel on staff or available and a Department of Defense (hereinafter "DoD") approved Explosives Safety Submission and/or explosives site plan.

(4) **Public Access Restriction.** The GRANTEE, its successors and assigns shall not have the right to provide access to the Property to members of the general public until such time as all remedial

## EXHIBIT C

action necessary to protect human health and the environment with respect to hazardous substances remaining on the Property as of the date of this Deed, including munitions and explosives of concern (hereinafter "MEC"), has been taken and this restriction is modified or released by the GRANTOR. The restriction imposed herein shall not restrict the right of the GRANTEE, its successors and assigns to provide access to the Property to officers, employees, agents, and contractors of any tier for the purpose of conducting environmental remediation and MEC response actions. The GRANTEE covenants and agrees to construct and maintain a fence along the perimeter of the Property to control or restrict public access as needed. The GRANTEE further covenants and agrees to provide and maintain appropriate signage to inform its officers, employees, agents, and contractors of any tier and the general public about potential hazards on the Property.

**(5) Notice of Archaeological Site and Preservation Covenant.** In consideration of the conveyance of the Property that includes site 45-CL-318, and may include other as yet undiscovered archaeological sites on the Property, the GRANTEE hereby covenants on behalf of itself, its successors, and assigns at all times to the Washington State Historic Preservation Officer (hereinafter the "SHPO") to maintain and preserve site 45-CL-318 and all other as yet undiscovered archaeological sites in accordance with the provisions of the following paragraphs of this covenant.

- a. The GRANTEE, its successors or assigns shall notify the SHPO and the Cowlitz Indian Tribe in writing prior to undertaking any disturbance of the ground surface or any other action within 300 feet of the center of site 45-CL-318 that would affect its physical integrity. The center point of site 45-CL-318 is described as being located at 134810 E, 1150207 N, NAD 1983 HARN State Plane Washington South FIPS 4602 feet. Said site is more particularly described in Exhibit E, attached hereto and made a part hereof. Such notice shall describe in reasonable detail the proposed undertaking and its expected effect on the physical integrity of site 45-CL-318.
- b. For ground-disturbing activities other than remediation of MEC, the GRANTEE, its successors or assigns shall prepare and submit to the SHPO and the Cowlitz Indian Tribe a written assessment of project effects in advance of any ground-disturbing activity having moderate to high potential impacts within areas mapped as "20-100% probability" in the Clark County Archaeological Predictive Model Map, attached hereto as Exhibit F and made a part hereof, and having slopes less than 5%. The assessment of project effects will describe the proposed undertaking in reasonable detail, discuss its expected effects upon recorded or unrecorded archaeological resources, and will conclude with recommendations concerning the need for additional archaeological survey or other actions to avoid or mitigate adverse effects to archaeological resources, taking into account previous cultural resource surveys at the Property and other recorded archaeological sites in close proximity to the proposed project.
- c. The GRANTEE, its successors or assigns shall make every reasonable effort to prohibit any person from knowingly or inadvertently disturbing any archaeological object or archaeological site, as defined in RCW 27.53.030. In the event that any archaeological object or archaeological site is knowingly or inadvertently disturbed, the GRANTEE, its successors or assigns shall immediately stop the activity causing the disturbance and make a reasonable effort to protect the archaeological object or archaeological site from further disturbance. The GRANTEE, its successors or assigns shall provide written notification to the SHPO and the Cowlitz Indian Tribe within one (1) working day of the discovery. Within fifteen (15) calendar days of the discovery, the GRANTEE, its successors or assigns shall provide to the SHPO and the Cowlitz Indian Tribe a Draft Site Treatment and Restoration Plan to describe the actions the GRANTEE, its successors or assigns will take to mitigate the damage, restore the site of discovery, and provide for the treatment and disposition of any archaeological resources recovered.

## EXHIBIT C

- d. Within thirty (30) calendar days of the SHPO's and Cowlitz Indian Tribe's receipt of notification provided by the GRANTEE, or its successors or assigns pursuant to paragraphs (a), (b), or (c) of this covenant, the SHPO and the Cowlitz Indian Tribe will respond to the GRANTEE, its successors or assigns in writing as follows:
1. That the GRANTEE, its successors or assigns may proceed with the proposed undertaking without further consultation; or
  2. That the GRANTEE, its successors or assigns must initiate and complete consultation with the SHPO before it can proceed with the proposed undertaking.
- If the SHPO and the Cowlitz Indian Tribe fail to respond to the GRANTEE's or its successors' or assigns' written notice within thirty (30) calendar days of the SHPO's and the Cowlitz Indian Tribe's receipt of the same, then the GRANTEE may proceed with the proposed undertaking without further consultation.
- e. If the response provided to the GRANTEE, its successors or assigns by the SHPO and the Cowlitz Indian Tribe pursuant to paragraph d.2. of this covenant requires consultation with the SHPO and the Cowlitz Indian Tribe, then all parties will so consult in good faith to arrive at mutually-agreeable and appropriate measures that GRANTEE, its successors or assigns will employ to mitigate any adverse effects associated with the proposed undertaking. Pursuant to this covenant, any mitigation measures to which GRANTEE, its successors or assigns and the SHPO mutually agree shall be carried out solely at the expense of GRANTEE, its successors or assigns.
- f. The SHPO and the Cowlitz Indian Tribe shall be permitted at all reasonable times to inspect the Property in order to ascertain its condition and to fulfill their responsibilities hereunder.
- g. In the event that another Indian tribe should request consultation regarding activities described in paragraphs (a), (b), or (c) of this covenant, the GRANTEE, its successors or assigns shall consult with such tribes consistent with Washington state law and ordinances of the GRANTEE.
- h. In the event of a knowing violation of this covenant, and in addition to any remedy now or hereafter provided by law, the SHPO may, following reasonable notice to the GRANTEE, its successors or assigns, institute suit to enjoin said violation or to require the restoration of any archaeological site affected by such violation. The successful party shall be entitled to recover all costs or expenses incurred in connection with any such suit, including all court costs and attorney's fees.
- i. This covenant is binding on the GRANTEE, its successors, and assigns in perpetuity. Restrictions, stipulations, and covenants contained herein shall be inserted by the GRANTEE verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in site 45-CL-318 or any other portion of the Property.
- j. The failure of the SHPO to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.
- k. This covenant shall be a binding servitude upon the Property and shall be deemed to run with the land.
- l. Execution of this Deed shall constitute conclusive evidence that GRANTEE agrees to be bound by the foregoing conditions and restrictions and to perform the obligations herein set forth.

## EXHIBIT C

### **B. Modifying Land Use Restrictions.**

(1) The GRANTEE shall prepare Long Term Operation and Maintenance Plans (hereinafter "LTO&M Plans") as required by the Prospective Purchaser Consent Decree between the GRANTEE and Bonneville Conservation, Restoration, and Renewal Trust, LLC (hereinafter the "BCRRT") and Washington State Department of Ecology (hereinafter "WDOE") filed in the Clark County Superior Court. The LTO&M Plans shall identify any new land use restrictions or appropriate modifications to, or termination of, the land use restrictions established in this Deed based upon additional site characterization and remediation that will be completed pursuant to the Environmental Services Cooperative Agreement (hereinafter "ESCA") between the GRANTOR and the GRANTEE dated July 28, 2006, as modified. The LTO&M Plans must be reviewed by and agreed to by the GRANTOR prior to their submission to WDOE and must be approved by WDOE. Within 30 days of WDOE's approval of a LTO&M Plan, the GRANTOR and the GRANTEE shall prepare an appropriate instrument to revise, as necessary, the land use controls contained in this Deed to be consistent with those specified in the LTO&M Plan. This instrument shall be executed and recorded within 15 days of completion of the preparation of a mutually-satisfactory instrument.

(2) Nothing contained herein shall preclude the GRANTEE, its successors or assigns, from undertaking, in accordance with applicable laws and regulations and without any cost to the GRANTOR, such additional action necessary to allow for other less restrictive land use, groundwater, excavation/land disturbance or public access uses of the Property. Prior to such use of the Property, the GRANTEE, its successors or assigns shall consult with and obtain the approval of the GRANTOR, and, as appropriate, the State or Federal regulators, or the local authorities. Upon the GRANTEE's or its successors' or assigns' obtaining the approval of the GRANTOR and, as appropriate, state or federal regulators, or local authorities, the GRANTOR agrees to execute an instrument suitable for recordation in the local land records and modifying, as appropriate, the land use restrictions imposed hereunder. The recordation of any such instrument shall be the responsibility of the GRANTEE, or its successors or assigns and shall be accomplished at no additional cost to the GRANTOR.

(3) The GRANTEE, its successors and assigns, shall submit any requests for modifications to the land use restrictions set forth herein to the GRANTOR and the WDOE, by first class mail, postage prepaid, addressed as follows:

GRANTOR: U.S. Army Engineer District, Seattle  
ATTN: CENWS-RE  
3015 NW 54<sup>th</sup> Street,  
Seattle, WA 98107

WDOE: Washington State Department of Ecology  
Toxics Cleanup Program  
P.O. Box 47600  
Olympia, WA 98504-7600

### **2. ENVIRONMENTAL PROTECTION PROVISIONS BINDING AND ENFORCEABLE**

The Environmental Protection Provisions in this Deed are binding on the GRANTEE, its successors and assigns and shall be included in subsequent deeds, shall run with the land, and are forever enforceable by the Grantor and appropriate regulatory agencies.

## EXHIBIT C

### 3. DISRUPTION OF REMEDIES PROHIBITED

Pursuant to section 120(h)(3)(C)(ii)(II), the GRANTEE covenants and agrees for itself, its successors, and assigns, that it shall not, nor shall it allow its sublessees, tenants, invitees or licensees to engage in activities that will disrupt any remedial investigation, response action, and/or oversight activities on the Property related to hazardous substances or MEC.

### 4. NOTICE OF THE POTENTIAL PRESENCE OF MUNITIONS AND EXPLOSIVES OF CONCERN (MEC)

A. The GRANTEE is hereby notified that due to the former use of the Property as a military installation, the Property may contain MEC. The term "MEC" means specific categories of military munitions that may pose unique explosives safety risks and includes: (1) unexploded ordnance ("UXO"), as defined in 10 U.S.C. § 101(e)(5); (2) discarded military munitions ("DMM"), as defined in 10 U.S.C. § 2710(e)(2); and (3) munitions constituents (e.g. TNT, RDX), as defined in 10 U.S.C. § 2710(e)(3), present in high enough concentrations to pose an explosive hazard.)

B. The Property was previously used as an operational range for live-fire training or testing, open burning, and for open detonation of munitions. A munitions response was conducted in 1998 and 2000. Munitions response activities have not been completed. A summary of MEC discovered on the Property is provided in Exhibit G, attached hereto and made a part hereof.

C. If the GRANTEE, its successors or assigns, any subsequent owner, or any other person should find any MEC on the Property after response activities are completed, they shall immediately stop any intrusive or ground-disturbing work in the area or in any adjacent areas and shall not attempt to disturb, remove or destroy it, but shall immediately notify Local Law Enforcement so that appropriate explosive ordnance disposal personnel can be dispatched to address such MEC as required under applicable law and regulations and the ESCA. This requirement does not apply while conducting munitions response. During such munitions responses, any MEC encountered will be addressed per the procedures outlined in the DDESB-approved explosives safety submission and/or the explosives site plan.

#### D. Easement and Access Rights.

(1) The GRANTOR reserves a perpetual and assignable easement and right of access on, over, and through the Property, to access and enter upon the Property in any case in which a munitions response action is found to be necessary or such access and entrance is necessary to carry out a munitions response action on adjoining property. Such easement and right of access includes, without limitation, the right to perform any additional investigation, sampling, testing, test-pitting, surface and subsurface clearance operations, or any other munitions response action necessary for the GRANTOR to meet its responsibilities under applicable laws and as provided for in this Deed. This easement and right of access shall be binding on the GRANTEE, its successors and assigns, and shall run with the land.

(2) In exercising this easement and right of access, the GRANTOR shall give the GRANTEE or the then record owner, reasonable notice of the intent to enter on the Property, except in emergency situations. The GRANTOR shall use reasonable means, without significant additional cost to the GRANTOR, to avoid and/or minimize interference with the GRANTEE's and the GRANTEE's successors' and assigns' quiet enjoyment of the Property. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the property at a reasonable charge to the GRANTOR. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the GRANTEE or its



## EXHIBIT C

successors or assigns, for the exercise of the easement and right of access hereby retained and reserved by the GRANTOR.

(3) The GRANTOR and the GRANTEE agree that if any action of the GRANTOR's officers, employees, agents, contractors of any tier, or servants in the exercise of this right of access results in damage to the Property, the GRANTOR shall, at its sole discretion, either make reasonable repairs to or compensate for such damage. In no event shall such repair, or compensation, exceed the fair market value of the damaged portion of the Property at the time immediately preceding such damage. The GRANTOR's liability under this clause shall be contingent upon the availability of, and shall not exceed, appropriations available for such payment and nothing contained in this Deed may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The GRANTEE covenants and agrees for itself, its successors and assigns that it shall not cause or permit any interference with any munitions response action conducted by the GRANTOR on the Property

E. The GRANTEE acknowledges receipt of or access to the Administrative Record which contains MEC related documents.

### **5. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT**

A. The GRANTEE is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos containing material (hereinafter "ACM") has been found on the Property. The Property may also contain improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that contain friable and non-friable asbestos or ACM. The Occupational Safety and Health Administration (OSHA) and the U.S. Environmental Protection Agency have determined that unprotected or unregulated exposure to airborne asbestos fibers increases the risk of asbestos-related diseases, including certain cancers that can result in disability or death.

B. The following buildings on the Property have been determined to contain friable asbestos: 1828, 1864, 1930, 1934, 1980, and 4155. The GRANTEE agrees to undertake any and all asbestos abatement or remediation in the aforementioned buildings that may be required under applicable law or regulation at no expense to the GRANTOR. The GRANTOR has agreed to transfer said buildings to the GRANTEE, prior to remediation or abatement of asbestos hazards, in reliance upon the GRANTEE's express representation and covenant to perform the required asbestos abatement or remediation of the said buildings.

C. The GRANTEE covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos. The GRANTEE agrees to be responsible for any future remediation or abatement of asbestos found to be necessary on the Property to include ACM in or on buried pipelines that may be required under applicable law or regulation.

D. The GRANTEE acknowledges that it has inspected or has had the opportunity to inspect the Property as to its asbestos and ACM condition and any hazardous or environmental conditions relating thereto. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos or ACM hazards or concerns.

### **6. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT (LBP) AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSES**

A. The GRANTEE is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead

## EXHIBIT C

from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

B. The GRANTEE covenants and agrees for itself, its successors and assigns that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Property, as defined under 24 Code of Federal Regulations Part 35, without complying with this notice and covenant and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to conveyance is intended for residential habitation, the GRANTEE specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992), as amended.

C. The GRANTEE acknowledges that it has inspected or has had the opportunity to inspect the Property as to its lead-based paint content and condition and any hazardous or environmental conditions relating thereto. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any lead-based paint hazards or concerns.

## EXHIBIT D

### Demolition Area 1/Landfill 4

A parcel of land located in the northeast quarter (NE¼) of Section 35, Township 3 North, Range 3 East, Willamette Meridian, situate in Clark County, Washington; and more particularly described as follows:

Commencing at the north quarter corner of the said Section 35, thence south 08°10'13" east, a distance of 975.35 feet to the northwest (NW) corner of said parcel and the **TRUE POINT OF BEGINNING**; thence north 90°00'00" east, a distance of 500 feet; thence south 0°00'00" east, a distance of 100 feet; thence south 90°00'00" east, a distance of 100 feet; thence south 0°00'00" east, a distance of 600 feet; thence south 90°00'00" west, a distance of 500 feet; thence north 0°00'00" east, a distance of 100 feet; thence south 90°00'00" west, a distance of 100 feet; thence north 0°00'00" east, a distance of 100 feet; thence south 90°00'00" west, a distance of 100 feet; thence north 0°00'00" east, a distance of 400 feet; thence south 90°00'00" east, a distance of 100 feet; thence north 0°00'00" east, a distance of 100 feet to the **TRUE POINT OF BEGINNING**.

Contains 10.1 acres, more or less.

This description is based on GIS data used for a map known as figure 5.1 (page 5.3) which is attached to a report titled "Camp Bonneville, Site Specific Fact Sheets, Remedial Action Unit 3, Vancouver, Washington". The report was provided by Parsons for the U.S. Army Corps of Engineers, Seattle District and Huntsville Center (dated August 2005, Contract No DACA87-00D-0038, delivery order 0017).

Doc. 001930.

All Public Land Survey section corners and section lines are based on a record of survey (ROS) performed by the county surveyor of Clark County, Washington (dated May 15, 2006 and filed in Book 56, page 7). The basis of bearing according to said ROS is grid and adjusted to the Washington State Plane Coordinate System, south zone, NAD 83 (91). All distances are grid.

# EXHIBIT E

## Cultural Area 45-C1-318

A circular parcel of land located in the south half northeast quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$ ) and the southeast quarter (SE $\frac{1}{4}$ ) of Section 3, Township 2 North, Range 3 East, Willamette Meridian, Clark County, Washington; having a radius of 300 feet and with a location described as follows:




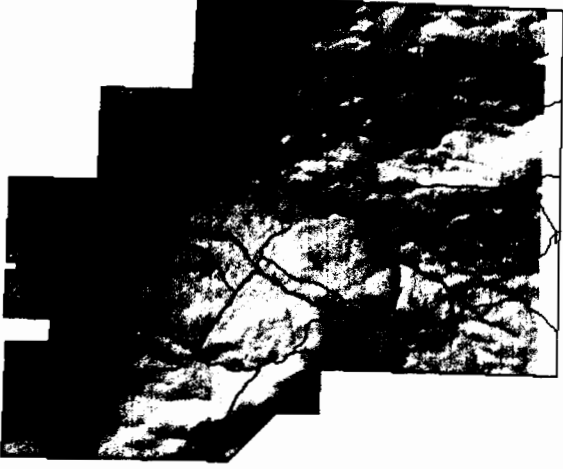
Commencing at the section corner common to Sections 3, 4, 9, and 10, Township 2 North, Range 3 East; thence north 22°00'34" west, a distance of 2,789.59 feet to the **CENTER** of the circle, said circle being the entire buffer area for Cultural Site 45-C1-318. Contains 6.5 acres, more or less.

This description is based on GIS data used for a report titled "Camp Bonneville, Site Specific Fact Sheets, Remedial Action Unit 3, Vancouver, Washington". The report was provided by Parsons for the U.S. Army Corps of Engineers, Seattle District and Huntsville Center (dated August 2005, Contract No DACA87-00D-0038, delivery order 0017).

Doc. 001940

All Public Land Survey section corners and section lines are based on a record of survey (ROS) performed by the county surveyor of Clark County, Washington (dated May 15, 2006 and filed in Book 56, page 7). The basis of bearing according to said ROS is grid and adjusted to the Washington State Plane Coordinate System, south zone, NAD 83 (91). All distances are grid.

## Exhibit F

	
<p>1. 45-CL-318 shown in purple with 300' diameter. Clark County shall notify the SHPO in writing prior to undertaking any disturbance of the ground surface or any other action that would affect its physical integrity.</p>	<p>2. Clark County Archaeological Predictive Model. Colored areas are "20-100% probability areas"</p>
	
<p>3. Areas with less than 5% slope are shown in green.</p>	<p>4. Areas mapped as "20-100% probability" in the Clark County Archaeological Predictive Model Map and having slopes less than 5%. Clark County shall prepare and submit to the SHPO a written assessment of project effects in advance of any ground-disturbing activity having moderate to high potential impacts within these areas.</p>

# EXHIBIT G

NO. 1 LOCATION OF MUNITIONS			
Site	Description	Status	Findings
<p><b>Unexploded Ordnance</b> – Based on past reuse of the Property, the potential for MEC exists anywhere on site. Specific information regarding known target areas with higher likelihood of MEC is included below.</p>			
Landfill 2 (Sewage Lagoons and Historic Landfill)	This landfill was discovered in 1978 during the construction of the sewage lagoon. The landfill may have been used from the 1940s to the 1950s; however, the type and quantity of material located at this site is unknown.	Unknown	A UXO avoidance/screening and electromagnetic survey identified pipes, vehicle parts, wiring and one undetonated 2.36-inch light anti-tank weapon, which was disposed of by the Ft Lewis EOD.
Demolition Area 3 (DA 3)	DA 3 is a surface depression that may be an excavation or possibly a detonation crater. The location is about 2000 feet upstream of the base boundary in Lacamas Creek Valley. The crater is approximately 20 feet in diameter and 10 feet deep. DA 3 is located west of the gas pipeline right-of-way that crosses Camp Bonneville. DA 3 may have been used for detonation of unwanted ordnance. The crater is situated several hundred feet south of Lacamas Creek in an area where the valley is wide and relatively flat. The ground surface at DA 3 is hummocky with seasonal wetland vegetation.	Unknown	Soil samples were collected from borings advanced immediately around the depression and from a nearby location where metallic debris (one drum and shell fragments) was found and later removed and disposed of. All soil samples were tested for explosives, perchlorate, and total metals. Test results of soil boring samples indicate no explosives or perchlorate concentrations above the testing instrument's reporting limit. Test results of soil samples collected from the former debris piles indicate no explosives, perchlorate, or picric acid. Metals were detected in samples collected from the borings and the debris pile but at concentrations at background levels and/or below screening or cleanup levels. Arsenic, barium, copper, and mercury were detected at concentrations that required a terrestrial ecological evaluation. The evaluation determined that these metals are not a potential threat to ecological receptors. No ordnance and explosives sampling and removal activities were conducted at this site, but a 37mm practice round was recovered from an old crushed burn barrel found at the site.
Small-arms Ranges – not considered/included as MEC	There are 21 small-arms ranges on the Property. For a description of the small-arms ranges see Table 1- Description of Property.	Unknown	The following is a general description of the investigations and remediations conducted at the 21 small-arms ranges.  The U.S. Army Corps of Engineers (1997) prepared an archive search report (ASR) to collect information pertinent to the small - arms ranges at Camp Bonneville. The small arms ranges were investigated as part of the base-wide reconnaissance effort. As a result of this reconnaissance, a site investigation was conducted that consist of gridding the small-arms ranges and collecting soil samples. The soil samples were tested for total metals, perchlorate, explosives, and lead. Arsenic and barium were the only metals detected above background levels. Perchlorate was not detected in the soil samples. The compound 2, 4-dinitrotoluene (DNT) was the only explosive compound detected in the soil (small-arms range: 25M Machine Gun Range), and at concentrations that range from 4.9 to 20 mg/kg. The U.S. EPA Region 9 residential and industrial

NO. OF MUNITIONS AND EXPLOSIVES OF CONCERN

	Description		Munitions Data
			<p>use criteria for DNT in soil are 120 and 1,800 mg/kg, respectively. Some OE sampling and removal activities were conducted in the area of the small-arms ranges as part of a site-wide effort performed by UXB (1998).</p>
<p>Site-wide Actions</p>	<p>This site/area is RAU 3, which consists of all artillery and mortar firing points and safety fans. Collectively these sites cover most of the Property.</p> <p>OE removal actions were conducted at Training Areas 8 (TA 8) and Training Area 9 (TA 9). These areas are located southeast of the cantonment areas and include portions of Sub-caliber Range 1 and Machine Gun Range-North. See Figures 6 Remedial Action Unit 2A and Figure 11 Training Ranges 8 and 9 for the location of the aforementioned ranges.</p>	<p>Unknown</p>	<p>MEC characterization and removal activities have been conducted at Camp Bonneville. UXB International, Inc. (1998) conducted a site-wide OE sampling and removal action; UXB (2000) also conducted an OE sampling and removal action at Training Area 8 (TA 8) and at TA 9, and Parsons Engineering Science, Inc. (2004) completed a remedial investigation/feasibility study (RI/FS) of RAU 3. Two hundred and seven grids were established throughout the site. Each grid measured 100 x 100 feet (a total area of approximately 50 acres). UXO technicians investigated 2,468 anomalies finding 25 live UXO; 212.7 pounds of OE-related scrap, and 185 pounds of non-OE related scrap. As a result of this effort, UXB returned and conducted a sampling and removal action in an 18.9-acre area encompassing TA 8 and TA 9. In addition, UXB conducted a preliminary survey of 1.5 acres at Demolition Area 1. During this action, 106, 341 areas were excavated. Nine UXO items were removed and disposed of. In addition, 3,888 pounds of OE scrap and 683 pounds of non-OE scrap were removed. A total of 16,004 discrete reconnaissance data waypoints have been collected, analyzed, and mapped using digital technology and GIS geo-spatial analysis during the 2001/2002 site reconnaissance efforts. Over 2,400 acres of the 3,980 total acres were characterized for munitions and explosives of concern (MEC) and related activities. A solitary UXO item (105 mm artillery shell) was located in the Central Impact Target Area. A total of 58 inert munitions debris (MD) were located and recovered during the reconnaissance field efforts. The MD items included a total of 27 expended pyrotechnic devices, 7 expended smoke grenades, 9 expended practice 40mm projectiles, and 15 expended practice rockets and rocket motors.</p> <p>Depending upon the location of a training area, the training area may include undeveloped land, firing points and ranges. Ordnance and explosives removal actions were conducted in Training areas 8 and 9, which are located southeast of the cantonment areas, Figure 12. The August 2000 <i>Final Removal Report Ordnance and Explosives Removal Actions Camp Bonneville, Vancouver, Washington</i> indicates that TA 8 and TA 9 were impact areas 60mm and 81mm full-size practice rounds, 35mm light anti-tank weapon rounds, and 40mm practice grenades.</p>
<p><b>Discarded Military Munitions</b></p>			
<p>Demolition Area 1 and Landfill 4</p>	<p>This area, located in the north-central part of the Property, was a former</p>	<p>Unknown</p>	<p>A site investigation (SI) was conducted in 1998-1999 4 to evaluate the potential for contamination resulting from past uses of the</p>

ENVIRONMENTAL IMPACT STATEMENT			
Site Description		Findings	
	<p>ordnance burn and ordnance detonation site and a landfill. The site slopes downward to the west, toward the north fork of Lacamas Cree which flows southward into the main branch of Lacamas Creek. Several patches of soil on the site surface were reported to have a pinkish-red hue and were generally devoid of vegetation. The cause of this discoloration was not known; however, similarly discolored soil had been reported at other sites where explosives contamination had been detected in shallow soil. A firebreak surrounds the area just outside of a barbed-wire fence line. Surface debris consisted primarily of metal scraps such as wiring, metal shards, and automobile parts. Vancouver Barracks reportedly used the site for the disposal of building demolition debris during the mid-1960s. In addition, the site has been used by a number of groups and agencies, including the Army, Portland Air National Guard (PANG), local fire departments and law-enforcement for training and disposal operations. Reportedly, the site has been used for the disposal of firearms, destruction of AIM 7E Sparrow Missiles and Mark 38 rocket motors, and for demolition training.</p>		<p>landfill. The SI included a UXO avoidance survey, geophysical survey, surface and subsurface sampling, and groundwater sampling. Test results of soil samples indicate concentrations of various metals. Only barium, copper, and chromium were detected at concentrations exceeding the regulatory/risk-based criteria. One or more SVOCs, insecticides, herbicides and VOCs were detected, but at concentrations below screening criteria. The only groundwater constituent detected at a concentration exceeding a screening level was RDX (44 ug/l). This compound was detected in the down-gradient well only.</p> <p>In 2001, an expanded site investigation (ESI) of the landfill was conducted based on the previous detection of RDX. The ESI focused primarily on groundwater and included the installation of eight monitoring wells (one well could not be used because it was dry). Four quarterly rounds (July 2001, October 2001, January 2002, and April 2002) of groundwater sampling were conducted. Well samples were also collected in January 2003. Samples collected from the wells were tested for explosives residues, nitroguanidine, perchlorate ion, VOCs, SVOCs, organochlorine herbicides PPL metals (total and dissolved), total cyanide TPH and water quality parameters. Tests results indicate that explosives and propellants (2, 4-DNT, RDX, and perchlorate) were detected in all but one monitoring well, and were also detected in the up-gradient well. These constituents were detected in concentrations exceeding screening criteria in the initial groundwater sampling rounds and the final sampling round. Dichlorofluoromethane, 1,1,1-TCA, 1,1-DCE, and PCE were also detected above screening levels.</p> <p>In 2004, approximately 5,000 cys of contaminated soil (metals and commercially available fireworks) was removed (interim action) and disposed of at an off-site facility. The excavation was backfilled to grade. The monitoring wells at the site will be sampled on a quarterly basis.</p>
<b>Munitions Constituents</b>			
<p>Ammunitions Storage Bunkers (Facility Nos. 2950, 2951, and 2953)</p>	<p>These bunkers were constructed in 1976 to store various munitions. They range in size from 4 sq. ft. to 100 sq. ft. The magazines are fenced.</p>	<p>Unknown</p>	<p>In 1998, fifteen sampling locations (nine at the largest bunker and three each at the two smaller bunkers) were selected for the collection of surface and subsurface soil samples. A soil boring was also advanced at each bunker based on the results of the surface soil tests from soil samples collected from inside the bunkers. Wipe samples were collected from the floors in each magazine. The soil samples collected from inside the bunker and the wipe sample tests results show RDX (below reporting levels) and all the PPL metals except selenium and thallium in Facility 2950. Arsenic, beryllium, cadmium, chromium, lead, and mercury were detected in the soil samples collected from inside the bunker at concentrations that</p>



<p style="text-align: center;">Site Description</p>			
			<p>exceed the MTCA cleanup criteria. Arsenic, beryllium, and cadmium concentrations were also above background levels. PETN was detected in one bunker; however, there is no established cleanup concentration for PETN. No organic compounds were detected above reporting limits in the surface soil samples collected outside the bunker. Arsenic, cadmium, chromium, and lead were detected at concentrations above MTCA cleanup criteria and background levels in the surface soil samples collected outside the bunker. In 2001, surface and subsurface soil samples were collected from Facility 2953. PETN, picric acid, and 2,4-dinitrotoulene were detected in the surface soil samples at concentrations below MTCA cleanup criteria. No ordnance compounds or propellants were detected in the subsurface soil samples. Metals were detected in the surface soil samples. Arsenic and chromium were detected above MTCA cleanup criteria. Lead was detected above the MTCA cleanup criteria and background levels.</p> <p>In May 2001, contaminated soils at the three bunkers were excavated to 1-foot below grade. Confirmatory samples were collected and the test results indicated no residual contaminants above regulatory criteria or background levels. The excavations were backfilled and the contaminated soil and wood from pallets inside the bunker were disposed of at an off-site facility. The interior surfaces of the bunker were cleaned.</p>
Demolition Area 1 and Landfill 4	See Discarded Military Munitions	Unknown	See Discarded Military Munitions
Airstrip	The 4.5- acre airstrip is located along an open area near the main entrance.	Unknown.	No MEC was found during an investigation of this area.
Camp Bonneville Cantonment	This 5.1-acre area is comprised of buildings and open grassy areas.	Unknown	No MEC was found during an investigation of this area.
Camp Killpack	This 5-acre area was previously used for troop barracks.	Unknown.	No MEC was found during an investigation of this area.
Bonneville Parade Ground	This is an open grassy area.	Unknown.	No MEC was found during an investigation of this area.

UNEXPLODED ORDNANCE (UXO)			
Description			
OB/OD Areas	This 6.5-acre area consists of 3 demolition areas.	Unknown.	Subsurface removal action is completed at demolition area 1.
Target Area	These areas combine to be approximately 12 acres.	Unknown.	A potential MEC-risk was identified during investigation.
Central Impact Target Area	This 465-acre area was previously used as an artillery target area.	Unknown.	A MEC-risk was identified during investigation.
Firing Points	The 19-acre Firing Points area consists of 6 mortar firing points, 7 artillery firing points, 1 rifle grenade firing point and 1 3.5-inch rocket firing point.	Unknown.	No MEC was found during an investigation of this area.
West Side of Proposed Park	This 600-acre area was historically used as a maneuver area.	Unknown.	No MEC was found during an investigation of this area.
Roads and Trails	The roads and trails have been in use for approximately 35 years. No MEC risk has been identified.	Unknown.	No MEC was found during an investigation of this area.
Wildlife Management Area	This 2050-acre area was used as a former range fans and maneuver areas.	Unknown.	A potential MEC-risk was identified during investigation.
Current FBI Training Area	The parcel will continue to be used for FBI training until October 2006.	Unknown.	A potential MEC-risk was identified during investigation.
Designated Reuse Areas Located Outside the Park	This area includes a former combat pistol range.	Unknown.	A potential MEC-risk was identified during investigation.
Southwest Lacamas Valley	This 98-acre area was historically used for small arms training.	Unknown.	A potential MEC-risk was identified during investigation.
<b>Notes:</b> 1) Munitions and Explosives of Concern (MECs) distinguishes specific categories of military munitions that may pose unique explosives safety risks, means: (A) Unexploded Ordnance (UXO), as defined in 10 §101(e)(5); (B) Discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (C) Munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard. 2) See, Attachment 1-Document List for documents that pertain to MECs.			