

MITIGATION AGREEMENT

THIS AGREEMENT is made between Joseph D. Grimm, owner and the Washington State Department of Game (WDG), representing the State of Washington. This is a real covenant entered into so as to bind the parties, assignees, or purchasers.

1) The owner has proposed to construct an industrial park at a site on 6315 N.E. 63rd Street, Vancouver, Washington 98661, in Clark County. The location of the project is set forth in a map, Exhibit 1, attached hereto and incorporated herein. The project will consist of the filling and grading of a wetland which will be eliminated by urban encroachment, located in the southeast Quarter of Section 7, Township 2 North, Range 2 East of the Willamette Meridian, and the preparation of a five acre flood and natural area easement on that same property.

(a) The legal description of the area is as follows:

See Exhibit #3

(b) The legal description of the portion of the above property which is to be prepared as a natural area is as follows:

See Exhibit #4

The portion of the property which is to be used as a natural area shall provide protection of fish, wildlife, and their habitat, and provide mitigation for unavoidable adverse impacts from construction of the Project. Compliance with this agreement shall fulfill the owner's obligations in that regard.

- (a) Dedicate it to fish, wildlife, and recreational mitigation in perpetuity.
- (b) Erect an eight foot tall concrete wall or building wall along the north side of the five acre natural area as shown in Exhibit 2.
- (c) Plant trees and other appropriate vegetation, clear brush from the natural area in order to improve waterfowl habitat, as specified in the addendum attached hereto, to shield the natural area from the industrial park.
- (d) At the time of the development of Walnut Grove Industrial Park, stop the leaking of sewage into the area and take steps to prevent future sewage and chemical discharges into the natural area.
- (e) Remove all garbage and other manmade debris and keep the natural area free of garbage and manmade debris in the future.
- (f) Set the natural area aside and forbid any future filling or development of the natural area by any and all parties, except as may be allowed by the Director of Game or his designees.
- (g) Retain existing vegetation in the natural area, except as specified by the Department of Game.
- (h) Allow the Department of Game access to the natural site (Exhibit #4) for purposes of protecting and managing the fish and wildlife resource. Nothing herein shall be construed as preventing public trespass through the natural area, except there shall be no public access through Walnut

Grove Industrial Park. Also, the Department of Game may restrict public access in order to protect the fish and wild-life resource.

6) All mitigation activity which is feasible to do on this Project shall be completed in conjunction with the filling of the wetlands on the portion of the Project that is to be developed for an industrial park, and shall be completed in conjunction with the completion of Walnut Grove Industrial Park, but in no case shall mitigation activity not be completed by December 31, 1986.

7) The Department agrees to make all reasonable efforts to expeditiously process any hydraulic permits required for construction and operation of this project.

8) It is agreed that once the improvements to be made are made as provided herein, there shall be no continuing obligation by the owner to maintain the natural area except to keep the natural area free of garbage and other manmade debris.

9) This agreement shall be effective as of the date of execution by all parties and shall continue in full force and effect until all parties mutually agree to discontinue it, and shall be binding on the Owner, his successors, assignees, or purchasers, but shall not continue as a personal obligation of Joseph D. Grimm with respect to any property in which he ceases to have a possessory interest.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as below subscribed.

10/25/84
Date

[Signature]
WASHINGTON STATE DEPARTMENT OF GAME
Joseph D. Grimm
Joseph D. Grimm, Owner

Date

Approved as to form:

[Signature]
Assistant Attorney General

10/23/84
Date

STATE OF WASHINGTON)
COUNTY OF _____)ss

On this day personally appeared before me J. D. Grimm to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged the same as his free and voluntary act and conveyance for the uses and purposes therein mentioned.

Given under my hand and official seal this 12th day of Oct, 19 84.

Margaret O. Foster
Notary Public in and for the State of Washington, residing at Vancouver

STATE OF WASHINGTON)
COUNTY OF _____)ss

On this day personally appeared before me _____ to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged the same as _____ free and voluntary act and conveyance for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 19 ____.

Notary Public in and for the State of Washington, residing at _____

EXHIBIT 3

The North 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 7, Township 2 North, Range 2 East, W.M., Clark County, Washington;

EXCEPT the North 10 feet.

ALSO:

The Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 7, Township 2 North, Range 2 East, W.M., Clark County, Washington;

EXCEPT the East 200 feet of the West 300 feet of the North 164 feet of the Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 7, Township 2 North, Range 2 East, W.M., Clark County, Washington

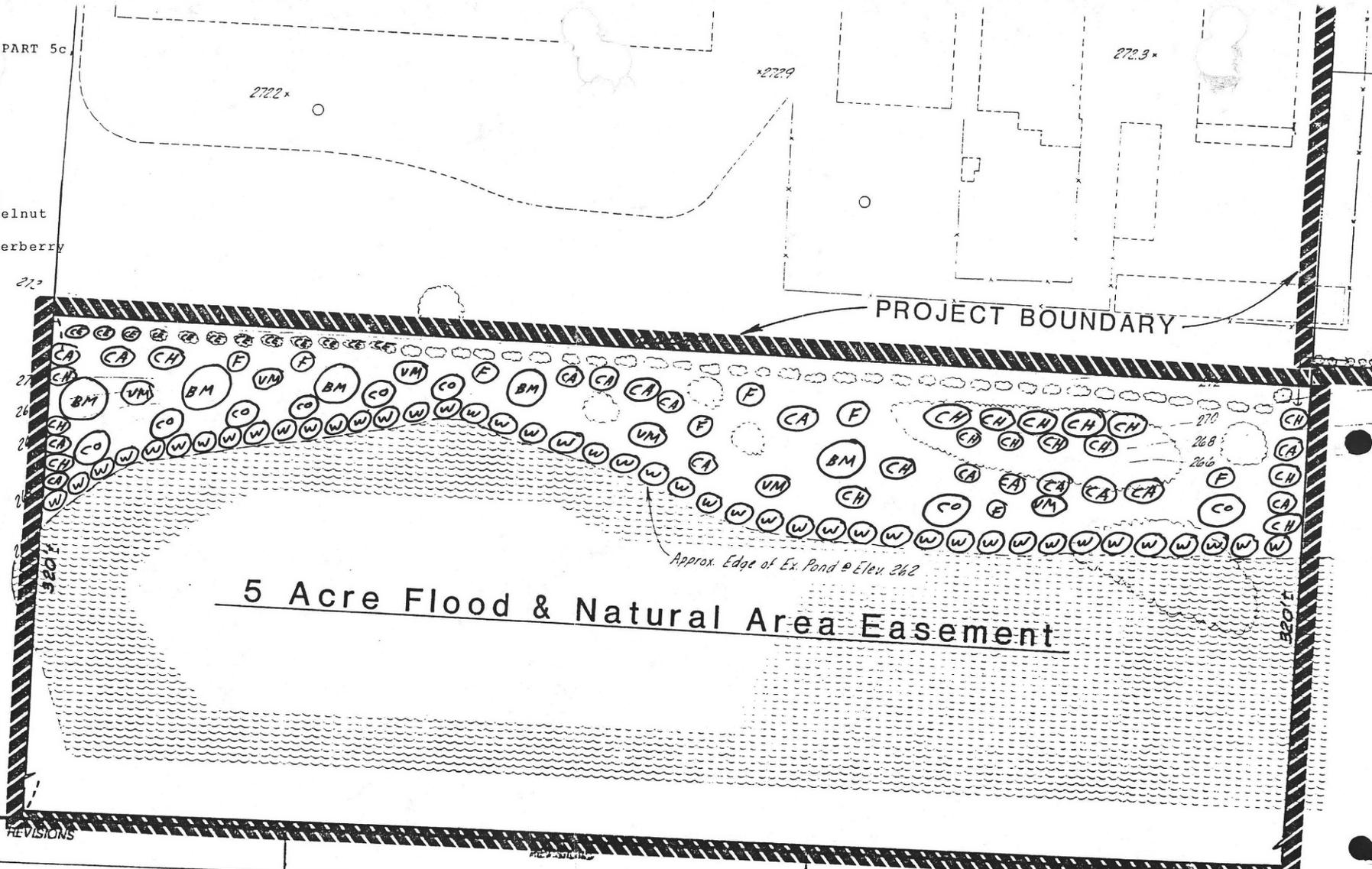
EXHIBIT 4

The North 1/2 of the Southwest 1/4 of the Southwest 1/4 of the southeast 1/4 of Section 7, Township 2 North, Range 2 East, W.M., Clark County, Washington;

EXCEPT the North 10 feet.

LEGEND

- CO = Cottonwood
- F = Douglas fir
- VM = Vine maple
- BM = Big leaf maple
- CH = California hazelnut
- W = Willow
- CA = Cascara or elderberry
- CE = Cedar



5 Acre Flood & Natural Area Easement

NO.	DATE	DESCRIPTION

Designed Under The
Supervision Of

RICHARD SPOSITO
Registered Civil Engineer No. 13,935



Mae'
ENGINEER
110 E 17TH S
(206) 61