

**"EXHIBIT A"**

of the southwest quarter of said Section 17; thence North 88°20'00" West along said north line for 868.48 feet to the Point of Beginning.  
Containing 91.89 acres.

**NOTE:** The legal description above includes the Floral Avenue and Burlington Northern parcels that were purchased and added to the landfill. The former Centralians Inc. property is not proposed for inclusion in this deed covenant.

After Recording Return To:

BUZZARD & ASSOCIATES

P.O. Box 59

Centralia, WA 98531



3095132

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Lewis Co, WA

### AUDITOR'S INDEXING FORM

**DOCUMENT TITLE:** Restrictive Covenant

**REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED/RELEASED:**

**GRANTOR/BORROWER:** Harold and Mary Vassar

**GRANTEE/ASSIGNEE/BENEFICIARY:**

**LEGAL DESCRIPTION:** A part of the SE  $\frac{1}{4}$ , NW  $\frac{1}{4}$ , Section 17, Township 14 North,  
Range 2 West

**ASSESSOR'S TAX PARCEL NUMBER(S):** 3682-047-056

206 553 0124

**FAX COVER SHEET**

PLEASE DELIVER THE FOLLOWING PAGES TO:

NAME: Mohsen KourehdarFIRM: DOEFAX NO.: 360.407.6305NO. OF PAGES, INCLUDING COVER SHEET: 6

COMMENTS:

from Richard SouthworthDATE: 5/16/06TIME: 2:45pmSENDER NAME: Lee

SENDER TITLE: \_\_\_\_\_

**CONFIDENTIALITY NOTE:** The documents accompanying this facsimile transmission contain information belonging to the City of Centralia which is confidential and/or legally privileged. The information is intended only for the use of the individual or entity named above. If you're not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this telecopied information is strictly prohibited. If you have received this facsimile in error, please immediately notify us by telephone to arrange for return of the original documents to us.

1100 N. Tower Ave.

Centralia, Washington 98531-5044

Phone (360) 330-7512

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Lewis Co, WA

**RESTRICTIVE COVENANT  
HAROLD R. AND MARY L. VASSAR,  
VASSAR PROPERTY NO.2**

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Harold R. and Mary L. Vassar, their successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology").

A remedial action (hereafter "Remedial Action") occurred at the property that is the subject of this Restrictive Covenant. The Remedial Action conducted at the property is described in the following documents:

*Centralia Landfill Cleanup Action Plan*, Washington State Department of Ecology, Southwest Regional office, September 1999.

*Centralia Landfill Feasibility Study Report*, CH2M HILL, Inc., April 1998.

*Centralia Landfill Remedial Investigation Report*, CH2M HILL, Inc., April 1998.

These documents are on file at Ecology's Southwest Regional Office.

This Restrictive Covenant is required because the Remedial Action resulted in solid waste remaining on the property beneath a soil cover and because concentrations of chloride, conductivity, arsenic, iron, manganese in groundwater exceed the Model Toxics Control Act Method B Cleanup Level established under WAC 173-340-720. In addition, a conditional point of compliance has been established for groundwater. The point of compliance is the property boundary.

The undersigned, Harold R. and Mary L. Vassar, are the fee owners of real property (hereafter "Property") in the County of Lewis, State of Washington, that is subject to this Restrictive Covenant. The Property is legally described in attachment A of this Restrictive Covenant and made a part hereof by reference.

Harold R. and Mary L. Vassar make the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, as provided by law and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereafter "Owner").

Section 1.

- a. Existing fencing shall not be removed and shall be maintained to prevent access to the Property.



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- b. No groundwater may be taken for any use from the Property unless the groundwater removal is part of monitoring activities associated with an Ecology-approved compliance monitoring plan.
- c. Any activity on the Property that may result in the release or exposure to the environment of the solid waste that is contained beneath the existing soil cover, or that may create a new exposure pathway, is prohibited.
- d. The entire property contains solid waste contained beneath a soil cover. The Owner shall not alter, modify, or remove the existing structure[s] or the soil cover in any manner that may result in the release or exposure to the environment of the contained refuse or create a new exposure pathway without prior written approval from Ecology.
- e. No new structures shall be constructed on areas of the Property where solid wastes have been deposited without the written approval of Ecology and approval by the local agency(s) of jurisdiction.

Section 2. Any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited.

Section 3. Any activity on the Property that may result in the release or exposure to the environment of a hazardous substance that remains on the Property as part of the Remedial Action, or create a new exposure pathway, is prohibited without prior written approval from Ecology.

Section 4. The Owner of the property must give thirty (30) day advance written notice to Ecology of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Remedial Action.

Section 5. The Owner must restrict leases to uses and activities consistent with the Restrictive Covenant and notify all lessees of the restrictions on the use of the Property.

Section 6. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Restrictive Covenant. Ecology may approve any inconsistent use only after public notice and comment.

Section 7. The Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Remedial Action; to take samples, to inspect remedial actions conducted at the property, and to inspect records that are related to the Remedial Action.

Section 8. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Restrictive Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument may be recorded only if



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Ecology, after public notice and opportunity for comment, concurs.

*Signed under protest*

Harold R. Vassar.

6-9-00

Date Signed

Mary L. Vassar

6-9-00

Date Signed



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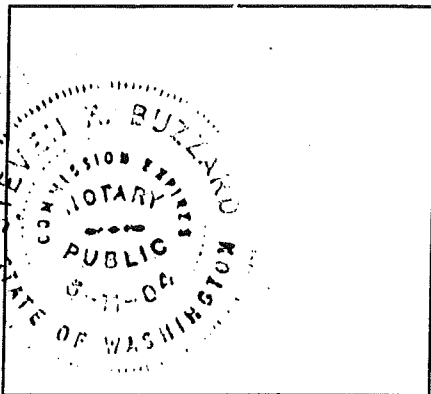
STATE OF WASHINGTON )

) ss  
)

COUNTY OF LEWIS

I certify that I know or have satisfactory evidence that Narda & Mary Ellen is the person who appeared before me, and said person acknowledged that he/she signed this instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes mentioned in the instrument.

Dated: 6/9/00



Notary Public *[Signature]*

Print Name Steve Buzzard

My commission expires 5/11/04

(Use this space for notarial stamp/seal)





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**ATTACHMENT A  
VASSAR PROPERTY NO. 2  
LEGAL DESCRIPTION**

A part of the Southeast Quarter of the Northwest Quarter (SE  $\frac{1}{4}$ , NW  $\frac{1}{4}$ ) Section Seventeen (17), Township 14 North, Range 2 West, Willamette Meridian, Lewis County, Washington and described as follows, to-wit:

Beginning at the North line of Lot eleven (11), Block 9, Galvin's Second South Tower Addition and the Westerly Right-of-way line of Tower Avenue (Northeasterly corner of Lot Eleven (11)); thence North  $73^{\circ}11'$  West 30.00 feet along the North line of said Lot eleven (11); thence South  $16^{\circ}49'$  West 242.00 feet parallel to Tower Avenue to the TRUE PLACE OF BEGINNING: thence North  $73^{\circ}11'$  West 485.00 feet; thence South  $16^{\circ}49'$  West 150 feet; thence South  $73^{\circ}11'$  East 485.00 feet; thence North  $16^{\circ}49'$  East 150.00 feet to the TRUE PLACE OF BEGINNING and containing 72,750 square feet (1.67011 acres).

Also together with an Easement for ingress and egress and more particularly described as follows:

Beginning at the original Southeast corner of Lot thirteen (13), Block nine (9) of Galvin's Second South Tower Addition to the City of Centralia, Washington; thence North  $89^{\circ}39'15''$  West, 31.28 feet; thence South  $16^{\circ}49'$  West, 303.39 feet; thence South  $73^{\circ}11'$  East 64 feet; thence north  $16^{\circ}49'$  east 259.75 feet to the South right-of-way line of Floral Street; thence North  $89^{\circ}39'15''$  West 35.46 feet; thence  $16^{\circ}49'$  East 62.56 feet to the POINT OF BEGINNING.

Said Easement is provided with the understanding that the City of Centralia, at a future date, may at its discretion dedicate said easement as a public right-of-way.



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**EXHIBIT D****RESTRICTIVE COVENANT****CENTRALIA LANDFILL**

Pursuant to the Model Toxics Control Act, Chapter 70.105D RCW, a remedial action was conducted at the property that is the subject of this Restrictive Covenant. The work that will be done to remediate the property and conduct long-term operation and maintenance (hereafter the "Cleanup Action") is described in the Consent Decree entered in State of Washington Department of Ecology v. Lewis County, City of Centralia, City of Chehalis, City of Morton, City of Mossyrock, Town of Pe Ell, and City of Vader, United States District Court - Western District of Washington Cause No. C91-5100(T) WD, and in attachments to the Consent Decree and in documents referenced in the Consent Decree.

The Cleanup Action conducted at the property is described in the following documents:

*Centralia Landfill Cleanup Action Plan*, Washington State Department of Ecology, Southwest Regional Office, September 1999.

*Centralia Landfill Feasibility Study Report*, CH2M Hill, Inc., April 1998.

*Centralia Landfill Remedial Investigation Report*, CH2M Hill, Inc., April 1998.

*Centralia Landfill Second Interim Action Final Cover System Post-Closure Operations and Maintenance Manual*, CH2M Hill, Inc., September 1995.

*Centralia Landfill As-Built Report for the Construction of the Final Cover System*, CH2M Hill, Inc., September 1995.

*Centralia Landfill Second Interim Action Cover System Engineering Report*, CH2M Hill, Inc., March 1994.

These documents are on file at Ecology's Southwest Regional Office.

This Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Lewis County, City of Centralia, City of Chehalis, City of Morton, City of Mossyrock, Town of Pe Ell, and City of Vader (hereafter the "Defendants" or "Centralia Landfill Closure Group" or "CLCG"), their successors and assigns, and the Washington State Department of Ecology (hereafter "Ecology"), its successors and assigns.



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This Restrictive Covenant is required by Ecology under WAC 173-340-440 because the Cleanup Action resulted in hazardous substances remaining on the property beneath a final cover system, and because groundwater concentrations of hazardous substances exceed Method B cleanup levels established under WAC 173-340-720.

The undersigned, City of Centralia, is the fee owner of real property (hereafter "the Property") in the County of Lewis, State of Washington that is subject to this Restrictive Covenant. The property is legally described in Exhibit A to the Consent Decree entered in State of Washington Department of Ecology v. Lewis County, City of Centralia, City of Chehalis, City of Morton, City of Mossyrock, Town of Pe Ell, and City of Vader, United States District Court - Western District of Washington Cause No. C91-5100(T) WD, and that legal description is hereby incorporated by reference.

The undersigned, City of Centralia, makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, as provided by law and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereafter "Owner").

#### Section I.

- a. Existing fencing shall not be removed and shall be maintained to prevent unauthorized access to the Property.
- b. No groundwater may be taken for any use from the Property unless the groundwater removal is part of monitoring activities associated with an Ecology-approved compliance monitoring plan.
- c. An area of the Property has been designated as a wetland enhancement area. The Owner of the Property must give thirty (30) day advance written notice to Ecology of any activities that may impact the wetland enhancement area and must obtain the written approval of Ecology and other agencies of jurisdiction prior to commencement of any such activities.
- d. Any activity on the Property that may result in the release or exposure to the environment of a hazardous substance that remains on the Property as part of the Cleanup Action, or that may create a new exposure pathway, is prohibited. Such activities are permissible only if: (1) they are part of the routine maintenance system requirements performed in accordance with the Centralia Landfill Second Interim Action Final Cover System Post-Closure Operations and Maintenance Manual; (2) they are allowed or



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required under the Centralia Landfill Cleanup Action Plan; (3) they are part of monitoring activities associated with an Ecology-approved compliance monitoring plan; (4) immediate actions are necessary in response to emergency situations; or (5) Ecology provides prior written approval for such activities.

- e. No new structures shall be constructed on areas of the Property where solid waste has been deposited without the written approval of Ecology and written approval by the local agency or agencies of jurisdiction.
- f. The Property shall be used only for industrial or commercial land uses, as described in WAC 173-340-740(1)(c), and defined in and allowed under the City of Centralia zoning regulations.

**Section 2.** Any activity on the Property that may interfere with the integrity of the Cleanup Action and continued protection of human health and the environment is prohibited without prior written approval from Ecology.

**Section 3.** The Owner of the Property must give thirty (30) day advance written notice to Ecology of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Cleanup Action on the Property.

**Section 4.** The Owner must restrict leases to uses and activities consistent with the Restrictive Covenant and notify all lessees of the restrictions herein on the use of the Property.

**Section 5.** The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Restrictive Covenant. Ecology may approve an inconsistent use only after an opportunity for public notice and comment is provided.

**Section 6.** The Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Cleanup Action; to take samples, to inspect remedial actions conducted at the Property, and to inspect records that are related to the Cleanup Action.

**Section 7.** The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Restrictive Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument may be recorded only if Ecology, after public notice and comment, concurs.

CITY OF CENTRALIA

Date: 7-19-01

By:

Printed Name: J. D. Forts

**Title:** City Manager

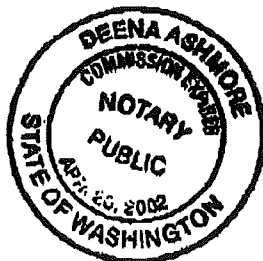
State of Washington ) ss.  
County of Lewis )

I certify that I know or have satisfactory evidence that J.D. Fouts, Centralia City Manager, is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 19<sup>th</sup> day of July, 2001.

Notary Public in and for the State of

Washington, County of Lewis. Residing  
in Centralia. My  
appointment expires 4-20-02.



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LEWIS COUNTY A CITY OF CENTRALIA  
INDEXING FORM (COVER SHEET)



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Lewis Co, WA

COU \$12.00

AFTER RECORDING RETURN TO:  
CITY OF CENTRALIA  
CITY CLERK  
P.O. BOX 609  
CENTRALIA, WASHINGTON 98531

PLEASE PRINT OR TYPE ALL INFORMATION

DOCUMENT TITLE(S) (OR TRANSACTIONS CONTAINED THEREIN):

EXHIBIT D RESTRICTIVE COVENANT CENTRALIA LANDFILL

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED/RELEASED:

GRANTOR/BORROWER (LAST NAME FIRST, FIRST NAME AND INITIALS):

GRANTEE/ASSIGNEE/BENEFICIARY (LAST NAME FIRST, FIRST NAME AND INITIALS):

CITY OF CENTRALIA

ADDITIONAL NAMES LISTED ON PAGE \_\_\_\_ OF DOCUMENT.

LEGAL DESCRIPTION (ABBREVIATED: i.e. LOT, BLOCK, PLAT OR SECTION, TOWNSHIP, RANGE):

N/A

1500 S Tower

COMPLETE LEGAL DESCRIPTION IS LISTED ON PAGE \_\_\_\_ OF DOCUMENT.

ASSESSOR'S TAX PARCEL NUMBER(S):

(DOCUMENT CONSISTS OF 3 PAGES)

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.

**RESTRICTIVE COVENANT  
CENTRALIA CHRISTIAN SCHOOL  
FORMER CENTRALIA HOLDING CORPORATION PROPERTY**

700 MAP 20

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Centralia Christian School, its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology").

A remedial action (hereafter "Remedial Action") occurred at the property that is the subject of this Restrictive Covenant. The Remedial Action conducted at the property is described in the following documents:

*Centralia Landfill Cleanup Action Plan*, Washington State Department of Ecology, Southwest Regional office, September 1999.

*Centralia Landfill Feasibility Study Report*, CH2M HILL, Inc., April 1998.

*Centralia Landfill Remedial Investigation Report*, CH2M HILL, Inc., April 1998.

These documents are on file at Ecology's Southwest Regional Office.

This Restrictive Covenant is required because the Remedial Action resulted in solid waste remaining on the property beneath a soil cover and because concentrations of chloride, conductivity, arsenic, iron, manganese in groundwater exceed the Model Toxics Control Act Method B Cleanup Level established under WAC 173-340-720. In addition, a conditional point of compliance has been established for groundwater. The point of compliance is the property boundary.

The undersigned, Centralia Christian School, is the fee owner of real property (hereafter "Property") in the County of Lewis, State of Washington, that is subject to this Restrictive Covenant. The Property is legally described in attachment A of this Restrictive Covenant and made a part hereof by reference.

Centralia Christian School makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, as provided by law and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereafter "Owner").

Section 1.

- a. Existing fencing shall not be removed and shall be maintained to prevent access to the Property.

Ecology, after public notice and opportunity for comment, concurs.

Carrie Johnson  
Carrie Johnson

Board President  
Title

3/24/2000  
Date Signed



**ATTACHMENT A  
FORMER CENTRALIA HOLDING CORPORATION PROPERTY  
LEGAL DESCRIPTION**

A part of the Southeast Quarter of the Northwest Quarter, Section 17, Township 14 North, Range 2 West, Willamette Meridian and the Southerly 18 feet of Lot 4 and all of Lots 5 through 13, Block 9 of the GALVIN'S SECOND SOUTH TOWER ADDITION to Centralia and all of the vacated alley and streets adjacent to said Lots and more particularly described as follows, to-wit:

Beginning at a point on the Easterly line of Lot 4, Block 9, of the GALVIN'S SECOND SOUTH TOWER ADDITION, to the City of Centralia which lies 18.00 feet Northerly of the Southeasterly corner of said Lot 4; thence North  $73^{\circ}11'$  West, said bearing being at right angle to Tower Avenue 515 feet; thence South  $16^{\circ}49'$  West, 440.00 feet; thence South  $73^{\circ}11'$  East, 515.00 feet to the Westerly line of Tower Avenue if extended Southerly; thence North  $16^{\circ}49'$  East along the said West line of Tower Avenue 440.00 feet to the POINT OF BEGINNING and excepting therefrom the Easterly 30 feet of the Southerly 242 feet and containing 5.04 acres, more or less.