

## Restrictive (Environmental) Covenant



After Recording Return to:  
Norm Hepner  
Department of Ecology  
**15 West Yakima Ave, Suite 200**  
**Yakima, WA 98902-3452**

### Environmental Covenant

**Grantor:** DR Roberts Enterprises LLC (Mr. Don Roberts)  
**Grantee:** State of Washington, Department of Ecology  
**Legal:** 0.723-acres located at 1345 Lee Boulevard, Richland, WA  
**Tax Parcel Nos.:** 111983020403001  
**Cross Reference:** None

Grantor, DR Roberts Enterprises LLC, hereby binds Grantor, its successors and assigns to the land use restrictions identified herein and grants such other rights under this environmental covenant ( hereafter "Covenant" ) made this 12 day of September 2013 in favor of the State of Washington Department of Ecology and its successors and assigns (Ecology). Ecology shall have full right of enforcement of the rights conveyed under this Covenant pursuant to the Model Toxics Control Act, RCW 70.105D.030(1)(g), and the Uniform Environmental Covenants Act, 2007 Wash. Laws ch. 104, sec. 12.

This Declaration of Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by DR Roberts Enterprises LLC, its successors and assigns, and Ecology.

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

UST Closure Report Columbia Oil/ Sgt. Bubs Site 1345 Lee Boulevard, Richland, WA,  
June 2, 2000, prepared by White Shield, Inc. 801 Grandridge Road, Grandview, WA 98930.

Phase II Environmental Assessment (Report) Columbia Oil/ Sgt. Bubs Site 1345 Lee Boulevard, Richland, WA, April 19, 2005, prepared by Blue Mountain Environmental Consulting 505 Willard St. Waitsburg, WA 99361

Monitoring Well Installation and Sampling Report Former Columbia Oil/ Sgt. Bubs Site 1345 Lee Boulevard, Richland, WA, July 16, 2010, prepared by White Shield, Inc. 320 North 20<sup>th</sup> Avenue, Pasco, WA

Groundwater Monitoring Well Sampling Report Former Columbia Oil/ Sgt. Bubs Site 1345 Lee Boulevard, Richland, WA, May 4, 2011, prepared by White Shield, Inc. 320 North 20<sup>th</sup> Avenue, Pasco, WA

Groundwater Monitoring Well Sampling Report Former Columbia Oil/ Sgt. Bubs Site 1345 Lee Boulevard, Richland, WA, September 13, 2011, prepared by White Shield, Inc. 320 North 20<sup>th</sup> Avenue, Pasco, WA

Groundwater Monitoring Well Sampling Report Former Columbia Oil/ Sgt. Bubs Site 1345 Lee Boulevard, Richland, WA, February 10, 2012, prepared by White Shield, Inc. 320 North 20<sup>th</sup> Avenue, Pasco, WA

Groundwater Monitoring Well Sampling Report Former Columbia Oil/ Sgt. Bubs Site 1345 Lee Boulevard, Richland, WA, June 18, 2012, prepared by White Shield, Inc. 320 North 20<sup>th</sup> Avenue, Pasco, WA

Groundwater Monitoring Well Sampling Report Former Columbia Oil/ Sgt. Bubs Site 1345 Lee Boulevard, Richland, WA, November 15, 2012, prepared by White Shield, Inc. 320 North 20<sup>th</sup> Avenue, Pasco, WA

Groundwater Monitoring Well Sampling Report Former Columbia Oil/ Sgt. Bubs Site 1345 Lee Boulevard, Richland, WA, January 15, 2013, prepared by White Shield, Inc. 320 North 20<sup>th</sup> Avenue, Pasco, WA.

These documents are on file at Ecology's Yakima Office, 15 West Yakima Avenue, Suite 200, Yakima, WA 98902-3452 Office.

This Restrictive Covenant is required because a conditional point of compliance has been established for GROUNDWATER. Although the original contaminated soils were thought to have been removed as well as the USTs, a residual source in the subsurface soils located at a depth of approximately 11 to 13 feet in the central northeast portion of the site contributed to a recurring presence of TPH-gasoline and one or two BTEX components in groundwater above MTCA Method A cleanup levels until January 2012. During four quarters of sampling in the year 2012 neither gasoline nor any BTEX components were detected above the MTCA Method A cleanup levels. The potential for this vadose source term to continue releasing concentrations in groundwater below MTCA Method A cleanup levels is likely for the near future.

The undersigned, DR Roberts Enterprises LLC (Mr. Don Roberts), is the fee owner of real property (hereafter "Property") in the County of Benton, State of Washington, that is subject to this Covenant. The Property is legally described as 0.723-acres located at 1345 Lee Boulevard, Richland, WA, Tax Parcel Number 111983020403001.

DR Roberts Enterprises LLC (Mr. Don Roberts) 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 portion of the Property contains TPH-gasoline, benzene, ethyl benzene, toluene, and xylene contaminated soil located in the subsurface soils located at a depth of approximately 11 to 13 feet in the central northeast portion of the site, which is in the paved area for entering the parking lot where monitoring well MW-1 is located. The Owner shall not alter, modify, or remove the existing structure[s] in any manner that may result in the release or exposure to the environment of that contaminated soil or create a new exposure pathway without prior written approval from Ecology."

Some examples of activities that are prohibited in the capped areas include: drilling, digging, placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capability, piercing the surface with a rod, spike or similar

item, bulldozing or earthwork, in particular at depths below 10 below existing ground surface near monitoring well MW-1.

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 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 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, to determine compliance with this Covenant, 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 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 opportunity for comment, concurs.

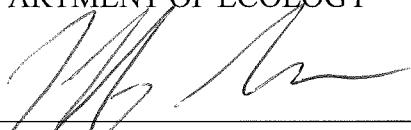
**[NAME OF GRANTOR]**

  
\_\_\_\_\_

[Name of Signatory]  
[Title]

Dated: 7/23/2014

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY



[Name of Person Acknowledging Receipt]  
[Title]

Dated: 7/30/14

Jeff Newschwander  
Acting Section Manager  
TCP/CRO

[INDIVIDUAL ACKNOWLEDGMENT]

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

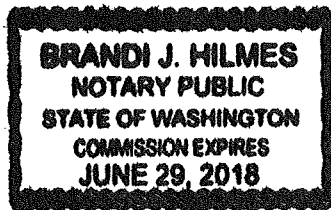
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, I certify that \_\_\_\_\_ personally appeared before me, and acknowledged that **he/she** is the individual described herein and who executed the within and foregoing instrument and signed the same at **his/her** free and voluntary act and deed for the uses and purposes therein mentioned.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_.  
My appointment expires \_\_\_\_\_.

[CORPORATE ACKNOWLEDGMENT]

STATE OF Washington  
COUNTY OF Benton

On this 23 day of July, 2014, I certify that Donald Roberts personally appeared before me, acknowledged that **he/she** is the member of the corporation that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that **he/she** was authorized to execute said instrument for said corporation.



Brandi J Hilmes Brandi J Hilmes  
Notary Public in and for the State of  
Washington, residing at  
Pasco.  
My appointment  
expires 6-29-18.

[REPRESENTATIVE ACKNOWLEDGEMENT]

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, I certify that \_\_\_\_\_ personally appeared before me, acknowledged that **he/she** signed this instrument, on oath stated that **he/she** was authorized to execute this instrument, and acknowledged it as the

\_\_\_\_\_ [type of authority] of \_\_\_\_\_ [name of party being represented] to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_.  
My appointment expires \_\_\_\_\_.

Exhibit A  
Legal Description

**Legal Description:**

Lot 1, Block: 403, Plat of Richland, according to the Plat thereof recorded in Volumes 6 and 7 of Plats, records of Benton County, Washington.

EXCEPT that portion described as follows:

Beginning at the Northwest corner of said Lot 1, said corner is at the intersection of the Southerly right-of-way of Lee Blvd. and the Easterly right-of-way of Wellsian Way and is the True Point of Beginning; thence South  $00^{\circ}51'13''$  East a distance of 5.00 feet along said Easterly right-of-way to a point; thence North  $47^{\circ}34'30''$  East a distance of 7.35 feet, leaving said Easterly right-of-way to a point on said Southerly right-of-way; thence South  $89^{\circ}34'20''$  West a distance of 5.50 feet along said Southerly right-of-way back to the True Point of Beginning.

# 1345 Lee Blvd Environmental Covenant Map

