

**Electronic Copy****RESTRICTIVE COVENANT****Lloyd L. Groat and Netta E. Groat and Donald L. Groat****608-618 West Scott Avenue, Woodland, Washington**

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Lloyd L. Groat and Netta E. Groat and The Groat Living Trust dated November 25, 1997 (the "Owners"), their successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology").

An independent 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:

Focused Site Assessment Report, May 22, 2002, Maul Foster Alongi

Phase 2 Supplemental Environmental Assessment, August 6, 2002, Maul Foster Alongi

Final Remedial Investigation Report, March 30, 2003, Maul Foster Alongi

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of total petroleum hydrocarbons ("TPH") and related constituents which exceed the Model Toxics Control Act Method A Residential Cleanup Levels for groundwater established under WAC 173-340-720. The groundwater contaminations were specifically found in the former above-ground and underground storage tanks area, the truck parking area, the maintenance shop area and the area of the former service station stormwater drain field. These groundwater contaminations are documented in Final Remedial Investigation Report, March 30, 2003, Maul Foster Alongi.

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Lloyd L. Groat and Netta E. Groat and The Groat Living Trust are the fee owners of real property (hereafter "Property") in the County of Cowlitz, State of Washington that is subject to this Restrictive Covenant. The Property is legally described as follows:

That portion of the Squire and Milly Bozarth Donation Land Claim in Section 13m Township 5 North, Range 1 West of the W.M., in the County of Cowlitz, State of Washington, described as follows:

Beginning at the Southwest corner of a 15-acre tract conveyed by S. J. Bozarth to Stanford L. Gates, as described in Volume 26 of Deeds, page 318, records of Cowlitz County; thence South  $87^{\circ} 33' 00''$  East along said South line 417.36 feet to an iron rod at the intersection of said South line with the Westerly right of way line of State Highway No. 1; then South  $19^{\circ} 49' 10''$  East along said right of way a distance of 41.94 feet to an iron rod at station 905+94.65; thence South  $30^{\circ} 51' 30''$  West along said right of way 87.97 feet to an iron rod at the intersection of the Northwesterly line of Scott Avenue; thence along said Northwesterly line the following courses: South  $51^{\circ} 13' 50''$  West 468.44 feet; thence on the arc of a 477.46 foot radius curve 156.28 feet; thence South  $33^{\circ} 13' 50''$  West 116.28 feet; thence on the arc of a 218.73 foot radius curve 27.17 feet to an intersection with the West line of the Squire and Milly Bozarth Donation Land Claim; thence North  $11^{\circ}$  East along said West line 680.5 feet, more or less, to the point of beginning.

Lloyd L. Groat, Netta Groat and The Groat Living Trust 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").

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**Section 1.** 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 2.** 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 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 Remedial Action.

**Section 4.** NO GROUNDWATER MAY BE TAKEN FROM THE PROPERTY FOR ANY USE. 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 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 any inconsistent use only after public notice and comment.

**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 Remedial Action; to take samples, to inspect remedial actions conducted at the property, and to inspect records that are related to the Remedial Action.

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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 opportunity for comment, concurs.

Lloyd L. Groat  
Lloyd L. Groat

9-27-03  
Date

STATE OF WASHINGTON )  
                  Cow. TZ                    ) ss.  
County of Clark                    )

On this day personally appeared before me LLOYD L. GROAT, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as free and voluntary act for the uses and purposes therein mentioned.

Given under my hand and official seal this 27<sup>th</sup> <sup>August</sup> ~~July~~, 2003.



Signature: Elizabeth Carol Rounds  
Name (Print) Elizabeth Carol Rounds  
NOTARY PUBLIC in and for the State of Washington,  
residing at Woodland  
My appointment expires: 7-1-07

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*Netta E. Groat*  
\_\_\_\_\_  
Netta E. Groat

*August 27, 2003*  
\_\_\_\_\_  
Date

STATE OF WASHINGTON )

County of *Cowlitz* ) ss.  
County of *Clark* )

On this day personally appeared before me NETTA E. GROAT, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as free and voluntary act for the uses and purposes therein mentioned.

Given under my hand and official seal this *27<sup>th</sup> AUGUST* July, 2003.



Signature: *Elizabeth Carol Rounds*  
Name (Print): *ELIZABETH CAROL ROUNDS*  
NOTARY PUBLIC in and for the State of Washington,  
residing at *WOODLAND*  
My appointment expires: *7-1-07*

