

Unocal Corporation
Real Estate & Remediation Services
11720 Unoco Road, Bldg. C, P.O. Box 399
Edmonds, Washington 98020
Telephone (425) 640-7610
Facsimile (425) 640-7601
E-Mail: mbrearily@unocal.com

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Mark Brearley, Ph.D., R.G.
Senior Staff Geologist

November 14, 2002

Mr. Marcel Szyszkowski
Dept. of Ecology – SW Region
PO Box 47775
Olympia, WA 98504-7775

RE: Former Unocal Bulk Plant 0885 located at 333 6th Street, Woodland, Washington

Dear Marcel:

Please find attached a copy of the recorded restrictive covenant for the above Unocal facility as precursor to the no further action determination. Thank you for your help with this site. If you have any questions, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "MB", with a horizontal line underneath.

Mark Brearley, Ph.D., R.G.
Senior Staff Geologist

Attachment

cc: Rick Tackett, Unocal

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08/23/2002 03:49P
Cowlitz County

CHICAGO TITLE INS - COV 24.00

RECORDING REQUESTED BY:

Chicago Title Insurance Company
1312 Vandercook Way
Longview, WA 98632

RETURN RECORDED DOCUMENT TO:

Union Oil Company of California
376 South Valencia Avenue, A-138
Brea, CA 92823

ATTN: KAREN BRUTON

RESTRICTIVE COVENANT

G-98018

**FORMER UNOCAL BULK PLANT 0885
333 6TH STREET, 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 Union Oil Company of California, a California corporation (hereafter referred to as "Unocal"), its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter referred to as "Ecology").

An independent remedial action (hereafter referred to as "Remedial Action") occurred at the property that is the subject of this restrictive covenant (hereafter referred to as "Restrictive Covenant"). The Remedial Action conducted at the property is described in the following documents, which are on file at Ecology's Southwest Regional Office:

1. Phase II Preliminary Contamination Assessment, Professional Service Industries, Inc., February 13, 1992
2. Phase 2 Investigation Report, EMCON Northwest, Inc., August 5, 1994
3. Results of Semiannual Ground Water Monitoring and Sampling, Nov/Dec 1994, GeoEngineers, Inc., February 10, 1995
4. Results of Semiannual Ground Water Monitoring and Sampling, May 1995, GeoEngineers, Inc., June 26, 1995
5. Results of Semiannual Ground Water Monitoring and Sampling, November 1995, GeoEngineers, Inc., January 11, 1996
6. Results of Semiannual Ground Water Monitoring and Sampling, May 1996, GeoEngineers, Inc., July 19, 1996
7. Results of Semiannual Ground Water Monitoring and Sampling, November 1996,

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- GeoEngineers, Inc., January 28, 1997
8. Results of Semiannual Ground Water Monitoring and Sampling, May 1997, GeoEngineers, Inc., July 23, 1997
 9. Results of Semiannual Ground Water Monitoring and Sampling, November 1997, GeoEngineers, Inc., January 7, 1998
 10. Results of Semiannual Ground Water Monitoring and Sampling, May 1998, GeoEngineers, Inc., July 9, 1998
 11. Results of Semiannual Ground Water Monitoring and Sampling, November 1998, GeoEngineers, Inc., January 5, 1999
 12. Results of Ground Water Monitoring, May 1999, GeoEngineers, Inc., June 23, 1999
 13. Results of Ground Water Monitoring, November 1999, GeoEngineers, Inc., December 22, 1999
 14. Results of Groundwater Potability Evaluation, Maul Foster & Alongi, Inc., April 5, 2001
 15. Results of Soil Excavation Activities, Maul Foster & Alongi, Inc., January 29, 2001

This Restrictive Covenant is required because the Remedial Action has resulted leaving residual gasoline hydrocarbons which exceed the Model Toxics Control Act Method A Residential Cleanup Levels established under WAC 173-340-740 in the groundwater at the site.

The undersigned, Unocal, is the fee owner of the real property in the County of Cowlitz, State of Washington (hereafter referred to as "Property"), that is subject to this Restrictive Covenant. The Property is legally described in Attachment A of this Restrictive Covenant, attached hereto and incorporated herein by this reference.

Unocal 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 individually and collectively referred to as "Owner").

Section 1. No groundwater may be taken for any use from the Property.

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 activities 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



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CHICAGO TITLE INS - COV

24.00 Cassiata County

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.

Dated: 9/6/02

UNION OIL COMPANY OF CALIFORNIA
a California corporation

B By: [Signature]
ATTORNEY-IN-FACT



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24.00 Cowlitz County

ATTACHMENT A

Legal Description of the Property

That certain real property situate in the County of Cowlitz, State of Washington, as follows:

A tract of land in the Hans K. Craft Donation Land Claim and in the Northeast quarter of the Southwest quarter of Section 24, Township 5 North Range 1 West of the Willamette Meridian lying South of Goerigs Second Addition to Woodland and East of the East right of way line of the Northern Pacific Rail Road, more particularly described as follows to-wit:

BEGINNING at an iron pipe in the center of Sixth Street on the South boundary of Goerigs Second Addition to Woodland 410.0 feet South of a monument set at the intersection of the center lines of 6th Streets and Davidson Ave in Woodland:

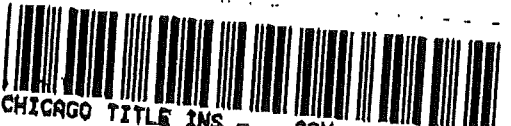
thence West on the South boundary of Goerigs Second Addition 260 feet;

thence South 30 12' East 200 feet along the East line of the Northern Pacific Rail Road right of way;

thence East 260.0 feet;

thence North 30 12' West 200 feet to the point of beginning

Tax Parcel No.5-0680-010



CHICAGO TITLE INS - COV

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24.00 Cowlitz County

ALL PURPOSE ACKNOWLEDGEMENT

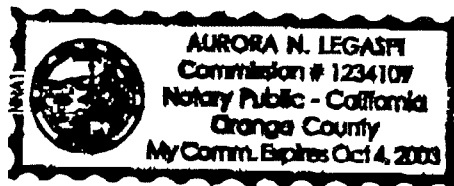
STATE OF CALIFORNIA)
) SS.
COUNTY OF ORANGE)

On September 6, 2002, before me, Aurora N. Legaspi, a Notary Public, personally appeared Brian J. Kelly, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument on behalf of said corporation.

Witness my hand and official seal.

Aurora N. Legaspi

Notary Public



ATTENTION NOTARY: Although the information requested below is optional, it could prevent fraudulent attachment of this certification to unauthorized document.

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT.

Title or Type of Document: Restrictive Covenant (BP#0885)

Number of Pages 5 Date of Document September 6, 2002

Capacity of Signer: Attorney-in-Fact

Signer Represents: Union Oil Company of California

Signer(s) Other Than Named Above : None