

EXHIBIT E
RESTRICTIVE COVENANT

The property that is the subject of this Restrictive Covenant has been the subject of remedial action under Chapter 70.105D RCW. The work done to clean up the property (hereafter the "Cleanup Action") is described in the Consent Decree entered in State of Washington Department of Ecology v. Aluminum Company of America, Clark County Superior Court No. _____, and in attachments to the Decree and in documents referenced in the Decree. This Restrictive Covenant is required by Ecology under Ecology's rule WAC 173-340-440 (1991 ed.) because the Cleanup Action on the Site resulted in residual concentrations of free cyanide and fluoride which exceed Ecology's Method B cleanup levels for groundwater established under WAC 173-340-720(3)(a)(i).

The undersigned, Aluminum Company of America, is the fee owner of real property in the County of Clark, State of Washington (legal description attached), hereafter referred to as the "Site." The Site refers to the three piles of spent potlining and reclaimed alumina insulation materials in the northeast corner of the old Alcoa complex at 5509 N.W. Lower River Road, Vancouver, Washington. Also refers to subsurface areas impacted by cyanide and fluoride, as documented through groundwater, subsurface sediment and soil sampling performed by Alcoa, within the shallow zone, intermediate zone, deep zone and aquifer zone. Aluminum Company of America makes the following declaration as to limitations, restrictions, and uses to which the Site 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 Site.

Section 1. No groundwater may be taken for domestic purposes from any well at the old Alcoa complex that is located within the rectangular area bounded to the south by the banks of the Columbia River, to the west by O Street, to the north by D Street, and to the east by a line running in a north/south direction 2500 feet southeast of O Street.

Section 2. Any activity on the Site that may interfere with the Cleanup Action is prohibited. Any activity on the Site that may result in the release of a hazardous substance that was contained as a part of the Cleanup Action is prohibited.

Section 3. For purposes of Sections 4, 5 and 6 of this Restrictive Covenant, the Site shall not include the wastewater treatment facility located at the old Alcoa complex, nor shall

the Site include subsurface utilities and conveyances to and from the facility, nor shall the Site include surface and subsurface areas required for access to the facility and to subsurface conveyances and utilities. The owner and operator of the wastewater treatment facility and the subsurface conveyances and utilities (unless Alcoa is the owner and operator) shall not be subject or bound by the terms of this Restrictive Covenant.

Section 4. The owner of the Site must give written notice to the Department of Ecology, or to a successor agency, of the owner's intent to convey any interest in the Site. No conveyance of title, easement, lease or other interest in the Site shall be consummated by the owner without adequate and complete provision for the continued operation, maintenance and monitoring of the Cleanup Action.

Section 5. The owner must notify and obtain approval from the Department of Ecology, or from a successor agency, prior to any use of the Site that is inconsistent with the terms of this Restrictive Covenant. The Department of Ecology or its successor agency may approve such a use only after public notice and comment.

Section 6. The owner shall allow authorized representatives of the Department of Ecology, or of a successor agency, the right to enter the Site at reasonable times for the purpose of evaluating compliance with the Cleanup Action Plan and the Consent Decree, to take samples, to inspect Cleanup Actions conducted at the Site, and to inspect records that are related to the Cleanup Action.

Section 7. The owner of the Site and the owner's assigns and successors in interest reserve the right under WAC 173-340-720 and WAC 173-340-440 (1991 ed.) to record an instrument which provides that this Restrictive Covenant shall no longer limit use of the Site or be of any further force or effect. However, such an instrument may be recorded only with the consent of the Department of Ecology, or of a successor agency. The Department of Ecology or a successor agency may consent to the recording of such an instrument only after public notice and comment.

Richard C. Rawe

Name RICHARD C. RAWE
Title PRESIDENT-PRIMARY METALS
for Aluminum Company of America

MAR 23, 1992
Date

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**LEGAL DESCRIPTION FOR ALCOA
Pot Line Piles Parcel (Interior)**

October 20, 1992

A parcel of property in the Northeast quarter of Section 19, Township 2 North, Range 1 East of the Willamette Meridian in Clark County, Washington described as follows:

COMMENCING at the Northeast corner of said Section 19;

THENCE South 29° 38' 42" West 1630.85 feet to a 1/2" iron rod set by Olson Engineering, Inc.;

THENCE North 65° 38' 00" West 305.38 feet;

THENCE South 24° 22' 00" West 40.62 feet to a 1/2" iron rod set by Olson Engineering, Inc. and the **TRUE POINT OF BEGINNING**;

THENCE South 15° 35' 54" East 106.82 feet to a 1/2" iron rod set by Olson Engineering, Inc.;

THENCE South 67° 00' 56" West 95.86 feet to a 1/2" iron rod set by Olson Engineering, Inc.;

THENCE South 76° 51' 30" West 99.76 feet to a 1/2" iron rod set by Olson Engineering, Inc.;

THENCE South 86° 33' 29" West 101.74 feet to a 1/2" iron rod set by Olson Engineering, Inc.;

THENCE North 83° 22' 49" West 81.47 feet to a 1/2" iron rod set by Olson Engineering, Inc.;

THENCE North 75° 42' 16" West 71.33 feet to a 1/2" iron rod set by Olson Engineering, Inc.;

THENCE North 68° 45' 41" West 71.16 feet to a 1/2" iron rod set by Olson Engineering, Inc.;

THENCE North 65° 21' 41" West 40.25 feet to a 1/2" iron rod set by Olson Engineering, Inc.;

THENCE North 24° 03' 43" East 40.13 feet to a 1/2" iron rod set by Olson Engineering, Inc.;

THENCE North 65° 30' 49" West 323.47 feet to a 1/2" iron rod set by Olson Engineering, Inc.;

THENCE North 26° 18' 05" East 137.92 feet to a 1/2" iron rod set by Olson Engineering, Inc.;

THENCE South 66° 00' 37" East 318.05 feet to a 1/2" iron rod set by Olson Engineering, Inc.;

THENCE North 24° 08' 50" East 120.20 feet to a 1/2" iron rod set by Olson Engineering, Inc.;

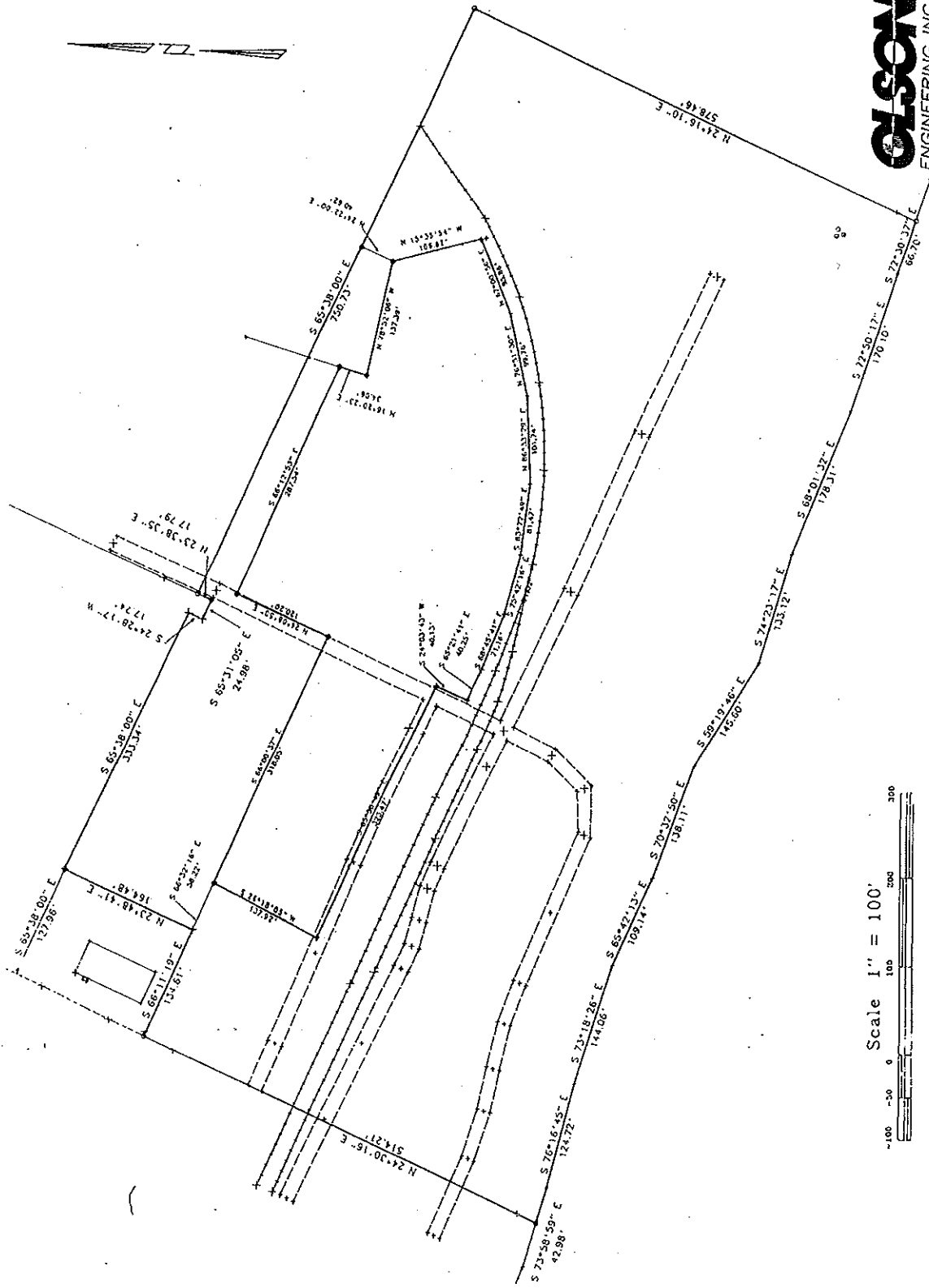
THENCE South 66° 12' 53" East 287.54 feet to a 1/2" iron rod set by Olson Engineering, Inc.;

THENCE South 16° 20' 23" West 34.06 feet to a 1/2" iron rod set by Olson Engineering, Inc.;

THENCE South 78° 52' 06" East 137.39 feet to the TRUE POINT OF BEGINNING.



10/20/92



10/20/92

OLSON LAND SURVEYORS
ENGINEERS

ENGINEERING INC. 1111 BROADWAY, VANCOUVER, WA 98660

Scale 1" = 100'

