

RESTRICTIVE COVENANT

Former Automotive Services Inc., Car Wash Site

2210 NW Mill Plain Boulevard

Port of Vancouver, Vancouver Washington

The Port of Vancouver, USA, Owner

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Port of Vancouver, its 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 document[s]:

- 1) *Report Relating to Removal of Four Underground Storage Tanks at Automotive Services, Inc. 2001 West Fourth Plain Vancouver, Washington, Enviro-Logic, Inc., (September 16, 1991).*
- 2) *Report on a Subsurface Investigation at the Automotive Services, Inc. Site, Port of Vancouver, Washington, CEC (November 4, 1996).*
- 3) *Seven figures, one table and an article received during March 11, 1999, meeting with Coles Environmental Consulting, Inc., and Port of Vancouver Representatives, CEC (March 11, 1999).*
- 4) *Work Plan for the Excavation and Treatment of Kerosene-impacted Soil Former ASI Car-Wash Facility, Port of Vancouver, Washington, CEC (June 21, 1999).*
- 5) *Five figures received during April 27, 2000, meeting with Coles Environmental Consulting, Inc., and Port of Vancouver Representatives, CEC (April 27, 2000).*
- 6) *Final Soil Sample Analysis Results for Remediation of Soil Contaminated with Kerosene at the Former ASI Car-Wash Operation (Narrative), CEC (September 5, 2000).*
- 7) *Final Soil Sample Analysis Results for Remediation of Soil Contaminated with Kerosene at the Former ASI Car-Wash Operation (Analytical Results), CEC (September 28, 2000).*
- 8) *Final Confirmatory Soil-Sample Analysis Results for Remediation of Soil Contaminated with Diesel from the West Side of the Former ASI Car-Wash Leasehold, Vancouver, Washington, CEC (May 30, 2001).*



- 9) *Final Report on the Investigation and Remediation of Kerosene-Contaminated Soil at the Former Location of Automotive Services, Inc.'s Car Wash, Port of Vancouver, Washington, CEC (July 17, 2001).*
- 10) *Final Report on the Investigation and Remediation of Diesel-Contaminated Soil at the Automotive Services, Inc.'s Former Leasehold, Port of Vancouver, Washington, CEC (August 30, 2001).*

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

This Restrictive Covenant is required because the Remedial Action resulted in concentrations of kerosene and diesel remaining in the site soils at levels that exceed the Model Toxics Control Act Method A Residential Cleanup Level(s) for soil established under WAC 173-340-740. Estimated volumes of residual kerosene and diesel soils remaining at the former Automotive Services Incorporated leasehold 2210 NW Mill Plain Boulevard, Vancouver, Washington are included in Attachment A.

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The undersigned, Port of Vancouver, is the fee owner of real property (hereafter "Property") in the County of Clark County, State of Washington, that is subject to this Restrictive Covenant. The Property is legally described in Attachment B of this restrictive covenant and made a part hereof by reference.

The Port of Vancouver 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").

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Section 1. The following restrictions apply to the property:

The Property shall be used only for traditional industrial uses, as described in RCW 70.105D.020(23) and defined in and allowed under the City of Vancouver zoning regulations codified in the City of Vancouver Municipal Codes - Title 20 - Zoning Ordinance as of the date of this Restrictive Covenant.

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.

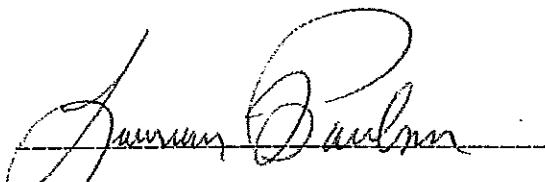
Section 6. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Restrictive Covenant. Ecology may approve any inconsistent use only after public notice and comment.

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

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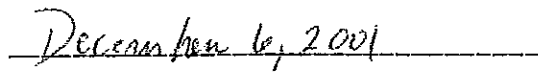
inspect remedial actions conducted at the property, and to inspect records that are related to the Remedial Action.

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



Port of Vancouver

Lawrance Paulson, Executive Director



Date

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STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this 6th day of December, 2001, before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared LAWRENCE PAULSON, to me known to be the Executive Director of the Port of Vancouver, the municipal corporation that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of that municipal corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the instrument on behalf of the municipal corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Linda R Carlson
NOTARY PUBLIC for the state of
Washington
Residing at: Vancouver
My commission expires: 11/1/05

ATTACHMENT A

ESTIMATED VOLUME OF RESIDUAL KEROSENE AND DIESEL SOILS REMAINING AT FORMER ASI CAR WASH SITE

- ◆ Letter from Coles Environmental Consulting Inc. to Port of Vancouver:
Rationale for Estimating Residual Volumes of Kerosene and Diesel Soils at the
Former ASI Leasehold, Revision 1, November 6, 2001.
- ◆ Figure 1: Diagram of former ASI car wash leasehold showing worst-case
estimated volumes of residual kerosene and diesel remaining at the site.