

**Institutional Control Plan  
Hamilton Street Bridge Site  
Spokane, Washington**

May 29, 2003

Prepared for

**Avista Corporation and  
Burlington Northern Santa Fe Railroad Company**



10 North Post Street, Suite 218  
Spokane, WA 99201  
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## **1.0 INTRODUCTION**

This institutional control plan (ICP) presents the measures that will be implemented to limit or prohibit activities that could interfere with the integrity of the cleanup action or result in exposure to hazardous substances remaining on the Hamilton Street Bridge Site (Site) after the cleanup action is complete. The Site cleanup is being performed in accordance with the final cleanup action plan (FCAP) prepared by the Washington State Department of Ecology (Ecology; August 2001). The Burlington Northern and Santa Fe Railway Company (BNSF) and Avista Corporation (Avista Corp) (The Companies), and Ecology jointly agreed to conduct the cleanup action on the Site and Consent Decree No. 02205445-0 was recorded on September 12, 2002. The FCAP and Consent Decree stipulate the terms of the cleanup action, and requirement for an ICP to be prepared consistent with the Washington State Model Toxics Control Act (MTCA; chapter 173-340 WAC).

This ICP presents a description of existing Site conditions and physical and administrative processes that will be implemented for the Site.

### **1.1 SITE LOCATION**

The Site is located on the southern bank of the Spokane River at 111 North Erie Street in Spokane, Washington (Figures 1 and 2), and includes the BNSF property [including a portion of which was formerly leased by the American Tar Company (ATC)], the former Spokane Manufactured Gas Plant (SGP), and Chicago Milwaukee & Saint Paul Railroad (CM&SPR) properties which are now owned by Spokane River Properties, Limited (SRP). See Figure 3 for property boundaries. Brown Building Materials currently operates a building materials salvage and sales operation on the Site. The Site is transected, roughly north-south, by the James Keefe (Hamilton Street) Bridge which is elevated high above ground surface on pilings with spread footings. A 60-inch diameter sanitary sewer line crosses beneath the Site in a southwest-northeast alignment.

### **1.2 SITE HISTORY**

Between approximately 1905 and 1948, manufactured coal gas and carburetted water gas was produced on the former SGP property. On June 3, 1958, Avista Corp (formerly The Washington Water Power Company) merged with the Spokane Natural Gas Company (formerly the Spokane Gas & Fuel Company) and dispensed natural gas from the Site until 1962 or 1963. Mr. Richard Brown established Brown Building Materials on the Site, leasing the former SGP property from Avista Corp from 1963 until

March 1978, when he purchased the property. Mr. Brown conveyed the property to SRP, of which Mr. Brown is the general partner, in January 1982.

During the operation of the manufactured gas plant, coal tar, a by-product of coal gas production, reportedly was conveyed to a coal tar processing plant and distribution facility located on a parcel leased from the Northern Pacific Railroad (contemporary BNSF) adjacent to the south side of the former SGP property. The C.G. Betts Company operated the facility until the early 1930s when the operations were taken over by the ATC. The ATC utilized the facility until 1967, reportedly shipping tar to the Site from Seattle after the former SGP was shut down. Mr. Brown leased the ATC property from the BNSF between 1968 and 2001.

The existing riverfront property at the Site was formerly owned by the CM&SPR. The CM&SPR property was purchased by Mr. Brown in 1981, and the title is now held by SRP. The CM&SPR constructed a rail line circa 1911, which extended along the southern riverbank to a railroad tunnel which is located within the basalt embankment on the west side of the Site. The tunnel formerly connected the CM&SPR to the area known as the Milwaukee Trench, which parallels Trent Avenue east of Division Street. Historical records indicate that, during the construction of the CM&SPR, fill materials were deposited into the river; and the Spokane River shoreline was modified to its present configuration. Remnants of a former CM&SPR rail car turntable, consisting of an elevated concrete pad, are still present west of the James Keefe Bridge. The CM&SPR railroad tracks have been removed from the Site.

In 1987, the U.S. Environmental Protection Agency (EPA) completed a preliminary assessment of both the former SGP and ATC properties and several investigations were conducted thereafter. Significant environmental investigations were initiated in 1997 when the Washington State Department of Transportation (WSDOT) initiated exploratory activities on the Site to evaluate the proposed realignment of SR 290 (Trent Avenue). Information from the 1997 investigation indicated the presence of affected soil at the Site containing total petroleum hydrocarbons (TPH), polynuclear aromatic hydrocarbons (PAHs), semivolatile organic compounds (SVOCs), volatile organic compounds (VOCs), metals, and cyanide above detection limits.

Because the WSDOT investigation was limited primarily to an investigation of soil conditions for road design purposes, Avista Corp, initiated additional soil and groundwater investigation of the former SGP property in 1997, and BNSF initiated additional soil and groundwater investigation of the ATC property in 1998.

In 1999, The Companies and Ecology jointly agreed to negotiate an Agreed Order to conduct a remedial investigation (RI) and feasibility (FS), which were completed in early 2001 and late 2000, respectively. Ecology issued the FCAP on August 10, 2001, and Consent Decree No. 02205445-0 was recorded on September 12, 2002 which stipulated the terms of the cleanup action.

### **1.3 AFFECTED MEDIA**

Affected media on the Site include soil and groundwater. Indicator hazardous substances (IHSs) developed by Ecology for soil and groundwater consist of six PAHs, total carcinogenic PAHs (cPAHs), TPH, carbazole, arsenic, barium, lead, mercury, and selenium. The estimated volume of soil exceeding the total cPAH soil cleanup level for the entire Site may be as much as 92,000 cubic yards (cy). The approximate extent of soil contamination based on exceedance of the MTCA Method A soil cleanup level for total cPAHs is shown on Figure 4. Affected groundwater is assumed to coincide approximately with the limits of the affected soil mass.

### **1.4 CLEANUP ACTION REQUIREMENTS**

Specific cleanup action requirements for the Site include the following:

- Placement of a soil cap over the contaminated soil exposed on the ATC area to prevent direct contact with the materials.
- Decommission dry wells on the SRP property to reduce potential water infiltration and contaminant leaching.
- Grade the Site to direct surface water away from known areas of contamination to reduce infiltration and contaminant leaching.
- Utilize bioengineering along the Spokane River to stabilize the riverbank so that erosion or flooding does not cut back and expose contaminated soil, and provide additional vegetation along the shoreline to provide riparian corridor enhancement and water filtration.
- Implement institutional controls to prevent human contact with soil and groundwater media exceeding human health cleanup levels.
- Implement a compliance monitoring program to monitor performance of the cleanup action.
- Prepare an operation and maintenance program to preserve the integrity of the cleanup action.

## 2.0 INSTITUTIONAL CONTROLS

Institutional controls are measures undertaken to limit or prohibit activities that may interfere with the integrity of the cleanup action or result in exposure to hazardous substances at the Site. The institutional controls will include physical measures, such as restrictions on excavation and groundwater extraction, operation and maintenance of the remedial action, groundwater monitoring, and legal and administrative mechanisms through a Restrictive Covenant. The institutional controls for each property are further specified in the Restrictive Covenants presented in Appendix A.

The remedial action requires that hazardous substances at the Site will be covered with a soil cap (containment). Therefore, after the remedial action is completed physical measures such as signs and fences will not be required. The Site currently has limited access through fencing and physical obstructions (Spokane River and soil or rock berms), and "no trespassing" signs have been posted at the ATC property near the exposed contaminated soil.

Institutional controls described in the Restrictive Covenants are a vital element of the remedial action to ensure that human health and the environment are protected. The Restrictive Covenants shall be executed and recorded with the registrar of deeds for the county, and shall run with the land, and be binding on the owner's successors and assigns. The Restrictive Covenants are presented in Appendix A, which include a draft Restrictive Covenant for Spokane River Properties, Limited and the Restrictive Covenant which was filed and recorded with the county on January 21, 2003 for The Burlington Northern Santa Fe Railway Company property. The language for institutional controls on the Spokane River Properties land are currently being negotiated and will be executed and recorded with the registrar of deeds for Spokane County when final.

APPENDIX A

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## **Restrictive Covenants**

# **SPOKANE RIVER PROPERTIES, LIMITED**

## **DRAFT RESTRICTIVE COVENANT**

**Revised 1-27-03**

The property that is the subject of this Restrictive Covenant is the subject of a remedial action under Chapter 70.105D. RCW. The work that will be done to clean up the property and conduct long-term operation and maintenance, hereafter the "Cleanup Action", is described in Consent Decree No. 02205445-0 and in attachments to the Consent Decree and in documents referenced in the Consent Decree. This Restrictive Covenant is required by the Washington State Department of Ecology (Ecology) under Ecology's rule WAC 173-340-440 because the Cleanup Action on the Site will result in residual soil and ground water concentrations of Total Petroleum Hydrocarbons (TPH), Polycyclic Aromatic Hydrocarbons (PAHs), Carbazole, Cyanide, Arsenic, Barium, Lead, and Selenium which exceed Method A or Method B residential cleanup levels.

The undersigned, Spokane River Properties, Limited, is the fee owner of real property, hereafter "the Property", in Spokane County, State of Washington, that is subject to this Restrictive Covenant. The Property is legally described in Attachment A of this Restrictive Covenant and incorporated herein by reference.

Spokane River Properties, Limited, 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. No groundwater may be taken for domestic, commercial, industrial, or any other purposes from the Property unless the groundwater removal is part of monitoring activities associated with an Ecology approved compliance monitoring plan. No production well will be installed within the Property.

Section 2. Any activity on the Property that may result in the release or exposure to the environment of the contaminated soil or ground water that was contained as part of the Cleanup Action, or create a new exposure pathway, is prohibited without prior



written approval by the Department of Ecology. In the case of an emergency, Ecology shall be contacted within 48 hours of the incident.

Specifically, excavation of soils to depths greater than two (2) feet on the Property is prohibited, unless approved in writing by Ecology. All contaminated soils and/or ground water to be generated must be treated or disposed of according to state, federal, and local regulations. Workers conducting the approved excavations must use appropriate personal protective equipment as required by the Occupational Safety and Health Act (OSHA) and the Washington Industrial Safety and Health Act (WISHA). Excavations up to 2 feet are allowed without approval by Ecology

Section 3. Any activity on the Property that may interfere with the integrity of the Cleanup Action and continued protection of human health and the environment is prohibited, *unless approved by Ecology*. Examples of activities that are prohibited include:

- a. Activities that would disturb the cap or cover of the contaminated soils. Examples of such activities include but are not limited to the following: drilling; driving or boring to install pilings; placement of 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; and bulldozing or earthwork.
- b. Activities that would disturb or overload the stormwater system.
- c. Excessive application of water for purposes such as irrigation, washing/rinse down pad, etc. Lawn irrigation at agronomic rates is not considered excessive application of water and is allowed.
- d. Use or storage of chemicals (e.g., solvents, detergents or other surfactants, etc.) that would result in the mobilization of contaminants in soils or ground water contained on Site.

Maintenance or construction activities at the Property that are required in the Cleanup Action are allowed.

Section 4. No activity is allowed that may change the hydrogeologic conditions and that would cause the movement of contaminated ground water to areas outside the impacted soil area.

Section 5. Any construction of buildings or other improvements must address and mitigate, as necessary, potential vapor build-up due to the contamination left on Site. OSHA and WISHA requirements on potential vapor build up must be adhered to.

Section 6. The Owner of the Property must provide access and allow authorized persons to conduct ground water monitoring and cover monitoring as required in the Cleanup Action.

Section 7. 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 unless the third party buyer agrees to the terms of the Restrictive Covenant.

Section 8. The Owner must restrict leases to uses and activities consistent with the Restrictive Covenant and notify all *ground* lessees of the restrictions herein on the use of the Property.

Section 9. 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. If Ecology, after public notice and comment approves the proposed change, the restrictive covenant shall be amended to reflect the change.

Section 10. The Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Cleanup Action; to take samples, to inspect Cleanup Actions conducted at the Property, and to inspect records that are related to the Cleanup Action.

Section 11. Per WAC 173-340-440(12), if the condition(s) requiring an institutional control no longer exist on the Property, the Owner may submit a request to Ecology that the Restrictive Covenant or other restrictions be eliminated. The Restrictive Covenant or other restrictions shall be removed, if Ecology, after public notice and opportunity for comment, concurs.

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[NAME OF PROPERTY OWNER]

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[DATE SIGNED]

STATE OF WASHINGTON)

COUNTY OF

) ss.  
)

On this day, \_\_\_\_\_, personally appeared before me, known to me to be the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in this instrument.

GIVEN UNDER MY HAND and official seal this \_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Notary Public  
My commission Expires: \_\_\_\_\_

COPY

COPY  
ORIGINAL FILED OR RECORDED

JAN 29 2003

COUNTY AUDITOR  
SPOKANE COUNTY WA

WHEN RECORDER RETURN TO:

Craig S. Trueblood  
Preston|Gates|Ellis, LLP  
925 Fourth Ave., Suite 2900  
Seattle, WA 98104-1158

### RESTRICTIVE COVENANT

Reference No. of Related Documents:

Grantor: The Burlington Northern and Santa Fe Railway Company  
P.O. Box 961039  
2500 Lou Menke Drive, 3<sup>rd</sup> Floor  
Fort Worth, TX 96131-2828

Grantee: Washington Department of Ecology  
4601 North Monroe, Suite 202  
Spokane, WA 99205-1295

Abbreviated Legal Description: A portion of the SW $\frac{1}{4}$  SE $\frac{1}{4}$  SE $\frac{1}{4}$  and the SE $\frac{1}{4}$  SW  $\frac{1}{4}$  SE $\frac{1}{4}$ ,  
all in Section 17, Township 25 North, Range 43 East, W.M, County of Spokane, State of  
Washington, described more fully in Attachment A

Assessor's Property Tax Parcel Account Number(s): 25173.1510

## 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 will be done to clean up the property and conduct long-term operation and maintenance (hereafter the "Cleanup Action") is described in the Consent Decree ("Decree") entered in State of Washington, Department of Ecology v. Avista Corporation and The Burlington Northern and Santa Fe Railway Company, Spokane County Superior Court Cause No. 02205445-0, and in attachments to the Decree and in documents referenced in the Decree. This Restrictive Covenant is required by the Department of Ecology under WAC 173-340-440 because the Cleanup Action on the Site will result in residual soil and ground water concentrations of Total Petroleum Hydrocarbons (TPH), Polycyclic Aromatic Hydrocarbons (PAH), Carbazole, Cyanide, Arsenic, Barium, Lead, and Selenium which exceed Method A or Method B residential cleanup levels.

The undersigned, The Burlington Northern Railroad and Santa Fe Railway Company ("BNSF"), is the fee owner of real property (hereafter "the Property") in the County of Spokane, State of Washington, that is subject to this Restrictive Covenant. The Property is legally described in Attachment A of this Restrictive Covenant and incorporated herein by reference.

BNSF 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 No groundwater may be taken for domestic, commercial, industrial, or any other purposes from the Property unless the ground water removal is part of monitoring activities associated with an Ecology-approved compliance monitoring plan. No production well will be installed within the Property.

Section 2 The Site shall not be used for residential purposes.

Section 3 Any activity on the Property that results in the release or exposure to the environment of the contaminated soil or groundwater that was contained as part of the Cleanup Action, or that creates a new exposure pathway, is prohibited without prior written approval by the Department of Ecology.

- a. Excavation of contaminated soil is prohibited, unless approved by Ecology, for the following exceptions:

- i. Excavation performed to repair, maintain, service or remove underground utility components, conduits, installations or channels.
  - ii. Drilling, driving, or boring to install pilings for allowable and approved construction.
- b. All contaminated soil and/or ground water to be generated from approved excavation activities must be treated or disposed of according to all state, federal and local regulations.
- c. Workers conducting approved excavations must use appropriate personal protective equipment as required by the Occupational Safety and Health Act (OSHA) and the Washington Industrial Safety and Health Act (WISHA).

Section 4 The Owner of the Property shall adhere to the requirements of the Decree and the Cleanup Action Plan (CAP) issued by the Department of Ecology for the Property. Any activity on the Property that may interfere with the integrity of the Cleanup Action and continued protection of human health and the environmental is prohibited. Examples of activities that are prohibited include:

- a. Activities that would disturb the cap or cover of the contaminated soils, such as drilling, digging, placing any objects or using any equipment which deforms or stresses the surface beyond its load bearing capability, piercing the surface with a rod, spike or similar item, or bulldozing or earthwork.
- b. Activities that would disturb or overload the stormwater system.
- c. Excessive applications of water for purposes such as irrigation, washing/rinse down pad, etc.
- d. Use or storage of chemicals (e.g., solvents, detergents or other surfactants, etc.) that result in the mobilization of contaminants in soils or ground water contained on Site.

This restriction recognizes that maintenance or construction activities at the Property conducted in accordance with the CAP requirements shall not constitute activities that interfere with the Cleanup Action.

Section 5 No activity is allowed that may change the hydrogeologic conditions and cause the movement of contaminated ground water to areas outside the impacted soil area.

Section 6 Any construction over the Site (i.e., buildings and concrete surfaces, pavement, etc.) must address and mitigate, as necessary, potential vapor build-up due to contamination left on Site.

Section 7 The Owner of the Property must give thirty (30) day advance written notice to the Department of Ecology of any conveyance of 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 Cleanup Action on the Property.

Section 8 The Owner must restrict leases to uses and activities consistent with the Restrictive Covenant and notify all lessees of the restrictions herein on the use of the Property.

Section 9 The Owner must notify and obtain approval from the Department of Ecology prior to any use of the Property that is inconsistent with the terms of this Restrictive Covenant. The Department of Ecology may approve an inconsistent use only after public notice and comment.

Section 10 The Owner shall allow authorized representatives of the Department of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Cleanup Action; to take samples, to inspect Cleanup Actions conducted at the Property, and to inspect records that are related to the Cleanup Action.

Section 11 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 the Department of Ecology, after public notice and comment, consents in writing.





## ATTACHMENT A

That portion of the SW $\frac{1}{4}$  SE $\frac{1}{4}$  SE $\frac{1}{4}$  and the SE $\frac{1}{4}$  SW  $\frac{1}{4}$  SE $\frac{1}{4}$ , all in Section 17, Township 25 North, Range 43 East, W.M, County of Spokane, State of Washington, described as follows: Beginning at a point in the south production of the west line of Erie Street distant 60 feet northerly, measured at right angles, from the center line of the most northerly track as constructed on July 15, 1968; thence westerly in a straight line 230 feet to a point distant 40 feet northerly, measured at right angles from said center line; thence westerly parallel with said center line to a point distant 500 feet west, measured at right angles, from said produced street line; thence north parallel with said produced street line to a point distant 200 feet northerly, measured at right angles, from the center line of the main track of The Burlington Northern and Santa Fe's Railway Company's main line as originally constructed; thence easterly parallel with said original center line to said produced street line; thence south along said produced street line to the point of beginning.

January 30, 2003

Ms. Colleen G. Warren  
Assistant Attorney General  
Office of the Attorney General  
1125 Washington St. SE  
P.O. Box 40100  
Olympia 98504-0100

Re: Hamilton Street Bridge Site – Institutional Controls

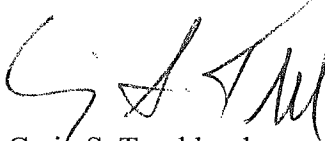
Dear Colleen:

As indicated in my December 20, 2002 letter, BNSF has now executed and recorded a Restrictive Covenant pursuant to Section V.I.E. of the Consent Decree for the above site. A copy of the document, with BNSF's signature and the Spokane County Auditor's date-recorded stamp, is enclosed for your records. By copy of this letter and the enclosure, BNSF is notifying Ecology that this portion of the work has been successfully completed. This Covenant will be included in the Institutional Controls Plan required by the Consent Decree.

Please let me know if you or Ecology have any questions.

Very truly yours,

PRESTON GATES & ELLIS LLP



Craig S. Trueblood

cc: Teresita Bala, Ecology - ERO  
Bruce Sheppard, BNSF  
Russell J. Light, BNSF  
Jerry K. Boyd, counsel to Avista  
Craig Schwyn, Landau

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**WASHINGTON STATE DEPARTMENT OF TRANSPORTATION**  
**DRAFT RESTRICTIVE COVENANT**

The property that is the subject of this restrictive covenant is the subject of a remedial action under Chapter 70.105D.RCW. The work that will be done to clean up the property and conduct long-term operation and maintenance, hereafter the "Cleanup Action," is described in Consent Decree No. 02205445-0 and in attachments to the Consent Decree and in documents referenced in the Consent Decree. This Restrictive Covenant is required by the Washington State Department of Ecology (Ecology) under Ecology's rule WAC 173-340-440 because the Cleanup Action on the Site will result in residual soil and groundwater concentrations of total petroleum hydrocarbons (TPH), polycyclic aromatic hydrocarbons (PAHs), carbazole, cyanide, arsenic, barium, lead, and selenium which exceed Method A or Method B residential cleanup levels.

The undersigned, Washington State Department Of Transportation, is the fee owner of real property, hereafter "the Property," in Spokane County, State of Washington, that is subject to this Restrictive Covenant. The Property is legally described in Attachment A of this Restrictive Covenant and incorporated herein by reference.

Washington State Department Of Transportation, 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. No groundwater may be taken for domestic, commercial, industrial, or any other purposes from the Property unless the groundwater removal is part of monitoring activities associated with an Ecology approved compliance monitoring plan. No production well will be installed within the Property boundaries.

Section 2. Any activity on the Property that may result in the release or exposure to the environment of the contaminated soil or groundwater that was contained as part of the Cleanup Action, or create a new exposure pathway, is prohibited without prior written approval by Ecology.

- a. Excavation of contaminated soil is prohibited, unless approved by Ecology, with the following exceptions:

Excavation performed to repair, maintain, service or remove underground utility components, conduits, installations or channels.

Drilling, driving, of boring to install pilings for allowable and approved constructions.

- b. All contaminated soil and or/groundwater to be generated from approved excavation activities must be treated or disposed of according to all state, federal, and local regulations.
- c. Workers conducting approved excavations must use appropriate personal protective equipment as required by the Occupational Safety and Health Act (OSHA) and the Washington Industrial Safety and Health Act (WISHA).

Section 3. The Owner of the Property shall adhere to the requirements of the Consent Decree and Cleanup Action Plan (CAP) issued by the Ecology for the Property. Any activity on the Property that may interfere with the integrity of the Cleanup Action and continued protection of human health and the environment is prohibited. Examples of activities that are prohibited include;

- a. Activities that would disturb the cap or cover of the contaminated soil, like 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.
- b. Activities that would disturb or overload the stormwater system.
- c. Excessive application of water for purposes such as irrigation, washing/rinse down pad, etc.
- d. Use or storage of chemicals (e.g., solvents, detergents or other surfactants, etc.) that would result in the mobilization of contaminants in soil or groundwater contained on Site.

This restriction recognizes that maintenance or construction activities at the Property conducted in accordance with the CAP requirements shall not constitute activities that interfere with the Cleanup Action.

Section 4. No activity is allowed that may change the hydrogeologic conditions and that would cause the movement of contaminated groundwater to areas outside the impacted soil area.

Section 5. Any construction over the Site (i.e., buildings and concrete surfaces, pavement, etc.) must address and mitigate, as necessary, potential vapor build-up due to the contamination left on Site.

Section 6. The Owner of the Property must provide access and allow authorized persons to conduct groundwater monitoring and cover monitoring as required in the Cleanup Action.

Section 7. 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 Cleanup Action on the Property.

Section 8. The Owner must restrict leases to uses and activities consistent with the Restrictive Covenant and notify all lessees of the restrictions herein on the use of the Property.

