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Kitsap Co, WA

DECLARATION OF RESTRICTIVE COVENANT

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Kitsap County Roads, 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. Summary of results for Kitsap County North Road Shop Investigation, Bainbridge, Washington, letter prepared by Golder Associates, Inc., dated July 17, 1996.
2. Final report and Laboratory results for Kitsap County North Road Shop Investigation, Bainbridge, Washington, letter prepared by Golder Associates, Inc., dated January 6, 1997.
3. Soil Excavation and Disposal Activities to Support Closure of the Kitsap County North Road Shop Investigation, Bainbridge, Washington, report prepared by Golder Associates, Inc., dated April 16, 1998.
4. Transmittal of Ablation Till Contour Detail at the Kitsap County North Road Shop Maintenance Facility, Poulsbo, Washington, letter prepared by Golder Associates, Inc., dated March 5, 1999.
5. First Quarter, 1999 Monitoring Results for Area Surface Waters near the North Road Shop, Poulsbo, Washington, letter prepared by Golder Associates, Inc., dated July 1, 1999.

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

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of diesel, heavy oil and gasoline which exceed the Model Toxics Control Act Method A Residential Cleanup Levels for soil established under WAC 173-340-740. There may also be residual petroleum contamination in perched shallow groundwater at the site; however water quality monitoring in the down-gradient drainage ditch (along the Southwest property boundary) and nearby stream, where shallow groundwater from the site would be expected to drain, does not indicate that any contamination is migrating off-site.

The undersigned, Kitsap County Roads, is the free owner of real property (hereafter "Property") in the County of Kitsap, State of Washington, that is subject to this Restrictive Covenant. The Property is legally described in Attachment "A" of this Restrictive Covenant and made a part hereof by reference.

(112601-3-009-2007 - Section 11, Township 26 North, Range 1 East, W.M. SW 1/4 SW 1/4 Kitsap County, Washington)

Kitsap County Roads makes the following declaration as to limitations, restrictions and uses to which the Property may be put and specifies that such declaration 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

1. 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 COUNTY of Kitsap zoning regulations codified in the Kitsap County Zoning Ordinance 2-16-1998, and Title 17 of the Kitsap County Code, as of the date of this Restrictive Covenant.
2. No groundwater may be taken for any use from the Property.
3. (a) A portion of the Property contains petroleum contaminated soil located below the storm drain/water main routes that service the facility, below the Western fence boundary, within the fenced Water District Compound, and extending under the foundations of Building 2. The Owner shall not alter, modify, or remove the existing structures in any manner that may result in the release or exposure to the environment of that contaminated soil or create a new exposure pathway without prior written approval from Ecology.
(b) Any activity on the Property that may result in the release or exposure to the environment of the contaminated soil that was contained as part of the Remedial Action, or create a new exposure pathway, is prohibited without prior written approval from Ecology. Some examples of activities that are prohibited in the capped areas include: 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.

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) days 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.



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Section 5

The Owner must restrict leases to uses and activities consistent with the Restrictive Covenant and notify all lessees of the restriction 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.

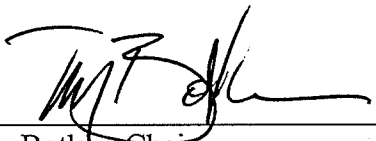
Section 7

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 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.

BOARD OF KITSAP COUNTY
COMMISSIONERS



Tim Botkin, Chair

Date: 1-7-00

GIVEN under my hand and official seal this 7th day of January, 2000.



Molly Foster
Notary Public in and for the State of
Washington, residing at Port Orchard

My Commission expires: 3-5-01



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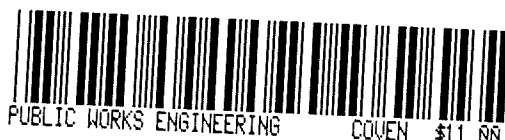
Attachment A

ATS/C2330

RP LEGAL DESCRIPTION FOR 112601-3-009-2007

08/17/99

SECTION 11 TOWNSHIP 26 RANGE 1E
1 PAR (1) BAAP 10FT W OF SE COR OF SW1/4 SW1/4 TH N 250FT TO
2 CO RD TH FOLG E BDRY OF CO RD IN SWLY DIR 400FT TO PT DUE W
3 OF BEG TH E 360FT TO BEG EXC TO HWY 21 A PAR (2) THE W 495FT
4 OF SE1/4 SW1/4 EXC S 15FT EXC PT PER VOL 726/145 PAR (3) TH
5 PTN OF SEC 14-26-1E DAF, PT OF NW1/4 NW1/4 BAAP 15FT S OF NE
6 COR OF NW1/4 NW1/4 TH W 208FT TH S 104FT TH E 208FT TH N
7 104FT TO BEG ALSO BEG 119FT S0*0' 41E FR NE COR OF NW1/4
8 NW1/4 TH S0*0'41 E ALG E LN OF SD NW1/4 NW1/4 208FT TH
9 N89*43'32W PLT N LN OF NW1/4 NW1/4 DIST OF 208FT TH
10 N0*00'41W 208FT TH S89*43' 32E 208FT TO POB ALSO A STRIP OF
11 LAND 25FT WIDE BEING TH PT OF S 25FT OF N 40 FT OF NW1/4
12 NW1/4 LY BTW CO RD BOND PROJ NO 15 & A PT 208FT W OF E LN OF
13 NW1/4 NW1/4 EXC TO HWY NO 21A ALSO THE N 165FT OF W1/2 W1/2
14 NE1/4 NW1/4 EXC N 30FT THOF & EXC W 30FT OF S 90FT OF N
15 120FT THOF



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COVER \$11.00

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