

6.5 Environmental Covenant



LOREN RISHER
P.O. Box 73
SHELTON WA 98584

RESTRICTIVE COVENANT

LOREN W. RISHER, 5TH STREET ESPRESSO

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1) (f) and (g) and WAC 173-340-440 by LOREN W. RISHER, his 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: "Remedial Action Review for 5th Street Espresso", for Loren W. Risher, Owner, and prepared by Marley L. Young, Consulting Engineer on July 22, 2002. This document is on file at the Department of Ecology Southwest Region Office.

On July 2, 2002, geosampling by boring into the soils and taking soil samples was conducted. The test results of the soil samplings show that Gasoline range organic contamination remains in two areas of Lot 8.

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of Gasoline range organic and associated individual constituents and which exceed the Model Toxics Control Act Method A and Method B, Residential Cleanup Level(s) for SOIL established under WAC 173-340-740, and CLARC, Version 3.1, respectively.



The undersigned, LOREN W. RISHER, is the fee owner of real property (hereafter "Property") in the County of Mason, State of Washington, that is subject to this Restrictive Covenant. The Property is legally described as follows: LOT 8, BLOCK 3, THE LUMBERMEN'S ADDITION TO SHELTON, WASHINGTON, VOLUME 4 OF PLATS, PAGE 86 AND 87, RECORDS OF MASON COUNTY, WASHINGTON

LOREN W. RISHER 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. A portion of the Property contains Gasoline range organic contaminated soil located under the existing asphalt pavement in two areas:

Area 1: Beginning at the Northeast corner of Lot 8, thence N82°30'00"W along the North boundary of Lot 8 a distance of 34.00 feet; thence S07°26'18"W a distance of 24.00 feet; thence S38°06'27"E a distance of 29.00 feet, thence S82°30'00"E a distance of 13.30 feet; thence N07°26'18"E along the East boundary of Lot 8 a distance of 44.29 feet to the Point of Beginning, said Northeast corner of Lot 8.

Area 2: A circular area having a radius of 10' located as follows: Beginning at the Southwest corner of Lot 8; thence N07°26'44"E along the lot line common to Lots 8 and 7, a distance of 24.00 feet; thence S82°30'00"E a distance of 10.50 feet to the center of the said 10.00 foot radius circle.



The Owner shall not alter, modify, or remove the existing asphalt pavement 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. The Owner shall not allow any permanent structure to be constructed over the areas described above.

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 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.


LOREN W. RISHER

August 21, 2002
DATE SIGNED