

## 6.6 Restrictive Covenant

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MONTE FARM AND HOME

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Montesano Farm & Home  
412 South Main Street  
Montesano, WA 98563

### ATTACHMENT A

#### RESTRICTIVE COVENANT

This declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f and g), and WAC 173-340-440 in the name of the Property Owner, its successors and assigns, and the Washington State Department of Ecology, its successors and assigns.

Legal Description: MACE TALBERT MAGILLS LOTS 1 -- 5 INC BLK 1

Tax Parcel I.D. #: 075300100100



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RESTRICTIVE COVENANT

Owner and Operator: Montesano Farm & Home

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(f) and (g) and WAC 173-340-440 by Montesano Farm & Home, 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 documents:

- *Underground Storage Tank Characterization Report*, AA Enviro Assessment, Inc., March 1999;
- *Site Characterization Report*, Associated Environmental Group, LLC (AEG), November 2003,
- *Site Characterization Report*, AEG, February 2004;
- *Groundwater Monitoring Report*, AEG, September 2004;
- *Work Plan, Phase III Site Remediation*, AEG, October 2004
- *UST Removal and Remediation Report*, Entrix, Inc., November 2005
- *Groundwater Monitoring Report*, Entrix, Inc., December 2005

These documents are on file at Ecology's SWRO.

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of diesel range petroleum hydrocarbons which exceed the Model Toxics Control Act Method A Residential Cleanup Levels for Soil (located below the north face of the loading dock), and gasoline range petroleum hydrocarbons which exceed the Model Toxics Control Act Method A Residential Cleanup levels for soils and groundwater, established under WAC 173-340-740 and WAC 173-340-720, respectively.

The undersigned, Montesano Farm & Home, is the fee owner of real property (hereafter "Property") in the County of Grays Harbor, State of Washington, that is subject to this Restrictive Covenant. The Property is legally described in attachment A of this restrictive covenant and is made a part hereof by reference.

Montesano Farm & Home 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.

1. No groundwater may be taken for domestic, agricultural, or any other use from the Property."



2. A portion of the Property contains diesel Range petroleum hydrocarbon contaminated soil located beneath the loading dock on the north side of the building. A portion of the Property contains gasoline range petroleum hydrocarbon contaminated soil and groundwater beneath the paved parking area north of the building. The Owner shall not alter, modify, or remove existing structures in any manner that may result in the release or exposure to the environment of that contaminated soil and groundwater or create a new exposure pathway without prior written approval from Ecology.

3. 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. 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) 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.



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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.



For Montesano Farm & Home

MAY 8, 2006

Date

NOTE: The Property Owner must have this Restrictive Covenant notarized prior to returning the original to Ecology. A copy of this Restrictive Covenant shall be filed with the County Assessor in the applicable county and proof of filing provided to Ecology.

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