

4837692 COV

RecFee - \$75.00 Pages: 14 - PORT OF VANCOUVER
Clark County, WA 03/12/2012 02:47



After Recording Return to:

Scott Rose

Department of Ecology

PO Box 47775

Olympia, WA 98504-7775

Environmental Covenant

Grantor: Port of Vancouver

Grantee: State of Washington, Department of Ecology

Legal: SW quarter Section 21, T2N, R1E

Tax Parcel Nos.: 059115-030, 059115-020

Cross Reference: 3407456

Grantor, Port of Vancouver, hereby binds Grantor, its successors and assigns to the land use restrictions identified herein and grants such other rights under this environmental covenant (hereafter "Covenant") made this 1st day of February, 2012 in favor of the State of Washington Department of Ecology (Ecology). Ecology shall have full right of enforcement of the rights conveyed under this Covenant pursuant to the Model Toxics Control Act, RCW 70.105D.030(1)(g), and the Uniform Environmental Covenants Act, 2007 Wash. Laws ch. 104, sec. 12.

This Declaration of Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by the Port of Vancouver, its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology").

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

A remedial action (hereafter "Remedial Action") occurred at the Property that is the subject of this 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).*

RECEIVED

AUG 29 2013

STATE OF WASHINGTON)
County of Clark) ss.

WA State Department
of Ecology (SWRO)

I certify that I know or have satisfactory evidence that Todd M. Coleman signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the CEO/Executive Director of the Port of Vancouver, USA to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 26th day of August, 2013.



Michelle Allan
Michelle Allan
NOTARY PUBLIC for Washington
Residing in Clark County
My Commission Expires: 6/1/17

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Marean J. Abbott for Rebecca Lawson
Name of Person Acknowledging Receipt
Title Section Manager
Dated: 9/9/13

After Recording Return to:

Scott Rose

Department of Ecology

PO Box 47775

Olympia, WA 98504-7775

Environmental Covenant

Grantor: Port of Vancouver

Grantee: State of Washington, Department of Ecology

Legal: SW quarter Section 21, T2N, R1E

Tax Parcel Nos.: 059115-068

Cross Reference: 3407456

Grantor, Port of Vancouver, hereby binds Grantor, its successors and assigns to the land use restrictions identified herein and grants such other rights under this environmental covenant (hereafter "Covenant") made this 1st day of February, 2012 in favor of the State of Washington Department of Ecology (Ecology). Ecology shall have full right of enforcement of the rights conveyed under this Covenant pursuant to the Model Toxics Control Act, RCW 70.105D.030(1)(g), and the Uniform Environmental Covenants Act, 2007 Wash. Laws ch. 104, sec. 12.

This Declaration of Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by the Port of Vancouver, its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology").

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

A remedial action (hereafter "Remedial Action") occurred at the Property that is the subject of this 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).*
- 11) *Final Report on the Post-Remediation Groundwater Investigation at the Automotive Services, Inc.'s Former Leasehold, Port of Vancouver, Washington, CEC (January 25, 2005)*
- 12) *Long Term Confirmational Groundwater Monitoring Plan for the ASI/Glacier Site, 2210 NW Mill Plain Blvd, Vancouver, Washington, CEC (March 9, 2007)*
- 13) *Revised Long Term Groundwater Monitoring Plan for ASI/Glacier Site, Kennedy Jenks (May 10, 2010)*

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

This Covenant is required because the Remedial Action resulted in residual concentrations of diesel and kerosene in soil and groundwater that exceed the Model Toxics Control Act Method A Unrestricted Land Use Cleanup Level(s) established under WAC 173-340-740. These residual concentrations are being managed under a soil and asphalt cap with monitoring of conditional points of compliance wells (wells GL-3, GL-4, and GL-6) along the downgradient Property boundary, and source area wells (wells GL-1 and GL-2). Monitoring frequency is every 18 months in accordance with the Revised Long-Term Groundwater Monitoring Plan (attached as Exhibit B).

The undersigned, Port of Vancouver, is the fee owner of real property (hereafter "Property") in the County of Clark, State of Washington, that is subject to this Covenant. The Property and legal description is described in Exhibit A.

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").

Section 1. The following restrictions apply to the Property:

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 city of Vancouver's zoning regulations codified in the City of Vancouver Municipal Codes- Title 20-Zoning Ordinance as of the date of this Restrictive Covenant.
2. No groundwater may be taken for potable use from the Property.
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.

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 this 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 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, to determine compliance with this Covenant, 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 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.

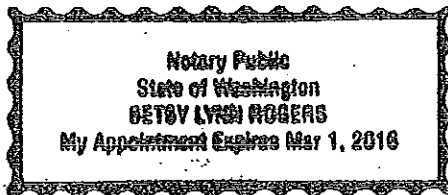
Section 9. The Owner will conduct groundwater monitoring according to the Revised Long-Term Confirmational Groundwater Monitoring Plan (dated May 10, 2010) until such time Ecology approves termination of the monitoring plan. A copy of the Revised Long-Term Groundwater Monitoring Plan is attached as Exhibit B.

Lawrence Paulson
Executive Director

Dated: 2/5/12


STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

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



Betsy Lynn Rogers
Notary Public in and for the State of
Washington, residing at Vancouver.
My appointment expires Mar-1, 2016.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY


Rebecca S. Lawson, P.E., LHG
Section Manager
Toxics Cleanup Program
Southwest Regional Office

Dated: 2/27/2012

Exhibit A
Legal Description