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**RESTRICTIVE COVENANT
CENTRALIA CHRISTIAN SCHOOL
FORMER CENTRALIA HOLDING CORPORATION PROPERTY**

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

A 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:

Centralia Landfill Cleanup Action Plan, Washington State Department of Ecology, Southwest Regional office, September 1999.

Centralia Landfill Feasibility Study Report, CH2M HILL, Inc., April 1998.

Centralia Landfill Remedial Investigation Report, CH2M HILL, Inc., April 1998.

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

This Restrictive Covenant is required because the Remedial Action resulted in solid waste remaining on the property beneath a soil cover and because concentrations of chloride, conductivity, arsenic, iron, manganese in groundwater exceed the Model Toxics Control Act Method B Cleanup Level established under WAC 173-340-720. In addition, a conditional point of compliance has been established for groundwater. The point of compliance is the property boundary.

The undersigned, Centralia Christian School, is the fee owner of real property (hereafter "Property") in the County of Lewis, 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.

Centralia Christian School 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. Existing fencing shall not be removed and shall be maintained to prevent access to the Property.



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- b. No groundwater may be taken for any use from the Property unless the groundwater removal is part of monitoring activities associated with an Ecology-approved compliance monitoring plan.
- c. Any activity on the Property that may result in the release or exposure to the environment of the solid waste that is contained beneath the existing soil cover, or that may create a new exposure pathway, is prohibited.
- d. The southern portion of the property contains solid waste contained beneath a soil cover. The Owner shall not alter, modify, or remove the existing structures[s] or the soil cover in any manner that may result in the release or exposure to the environment of the contained refuse or create a new exposure pathway without the written approval from Ecology.
- e. No new structures shall be constructed on areas of the Property where solid wastes have been deposited without the written approval of Ecology and approval by the local agency(s) of jurisdiction.

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



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Ecology, after public notice and opportunity for comment, concurs.

Carrie Johnson
Carrie Johnson

Board President
Title

3/24/2000
Date Signed

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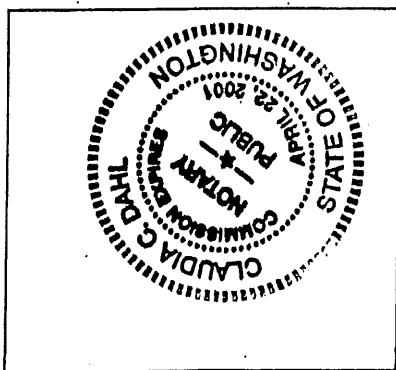
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V. [unclear] [unclear]
or [unclear] (Lewis)

STATE OF WASHINGTON)
) ss.
COUNTY OF LEWIS)

I certify that I know or have satisfactory evidence that Carrie Johnson is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the board president of the Centralia Christian School to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3/24/00

Notary Public

Print Name

My commission expires

Claudia C. DahlClaudia C. Dahl4/22/00

(Use this space for notarial stamp/seal)



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**ATTACHMENT A
FORMER CENTRALIA HOLDING CORPORATION PROPERTY
LEGAL DESCRIPTION**

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A part of the Southeast Quarter of the Northwest Quarter, Section 17, Township 14 North, Range 2 West, Willamette Meridian and the Southerly 18 feet of Lot 4 and all of Lots 5 through 13, Block 9 of the GALVIN'S SECOND SOUTH TOWER ADDITION to Centralia and all of the vacated alley and streets adjacent to said Lots and more particularly described as follows, to-wit:

Beginning at a point on the Easterly line of Lot 4, Block 9, of the GALVIN'S SECOND SOUTH TOWER ADDITION, to the City of Centralia which lies 18.00 feet Northerly of the Southeasterly corner of said Lot 4; thence North $73^{\circ}11'$ West, said bearing being at right angle to Tower Avenue 515 feet; thence South $16^{\circ}49'$ West, 440.00 feet; thence South $73^{\circ}11'$ East, 515.00 feet to the Westerly line of Tower Avenue if extended Southerly; thence North $16^{\circ}49'$ East along the said West line of Tower Avenue 440.00 feet to the POINT OF BEGINNING and excepting therefrom the Easterly 30 feet of the Southerly 242 feet and containing 5.04 acres, more or less.