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JERRY MCINTURFF  
SKAGIT COUNTY AUDITOR

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RESTRICTIVE COVENANT

RECORDED... FILED...  
REQUEST OF *Redaw*  
*PO Box 622*  
*Anacortes*

This property that is the subject of this Restrictive Covenant has been the subject of remedial action under Chapter 70.105D RCW. The work done to clean up the property (hereafter the "Cleanup Action") is described in the Consent Decree entered in State of Washington Department of Ecology v. Texaco Refining and Marketing Incorporated, Skagit County Superior Court No. 93-2 00913 8, and in attachments to the Decree and in documents referenced in the Decree. This Restrictive Covenant is required by Ecology under Ecology's rule WAC 173-340-440 (1991 ed.) because the Cleanup Action on the Site resulted in residual concentrations of petroleum contaminants which exceed Ecology's Method A or Method B cleanup levels for soils established under WAC 173-340-740(2) or (3).

The undersigned, Texaco Refining and Marketing Incorporated, is the fee owner of real property in the County of Skagit, State of Washington (legal description attached), hereafter referred to as the "Pump Station Area of the Site". The pump station area of the site refers to two crude oil booster pumps and pipeways west of the pump station and the subsurface areas impacted by the petroleum contamination. More specifically, the Pump Station Area of the Site is an area bounded on the north by North Texas Road, on the west by Shell Oil railroad right of way, on the south by a line 150 feet south of North Texas Road and on the east by the western crude oil booster pump. Texaco Refining and Marketing Incorporated makes the following declaration as to limitations, restrictions, and uses to which the Pump Station Area of the Site

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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 Pump Station Area of the Site.

Section 1. No groundwater may be taken for domestic purposes from any well at the Pump Station Area of the Site.

Section 2. Any activity on the Pump Station Area of the Site that may interfere with the Cleanup Action is prohibited. Any activity on the Pump Station Area of the Site that may result in the release of a hazardous substance that was contained as part of the Cleanup or Interim Cleanup Action(s) is prohibited. The foregoing prohibitions notwithstanding, the owner may engage in activity in the Pump Station Area of the Site that is reasonable and necessary for the conduct of owner's petroleum refining business, including but not limited to excavation, inspection, repair or replacement of the crude oil transfer pipelines, booster pumps, or associated equipment. Owner shall give the Department of Ecology, or a successor agency, prior notice of any such activity, when a reasonable person would anticipate that the activity may result in a release of a hazardous substance that has remained on the site following completion of the Cleanup or Interim Action(s).


Section 3. The owner of the Pump Station Area of the Site must give written notice to the Department of Ecology, or to a successor agency, of the owner's intent to convey any interest in the Pump Station Area of the Site. No conveyance of title, easement, lease or other interest in the Pump Station Area of the Site shall be consummated by the owner without adequate and complete provision for the continued operation, maintenance and monitoring of the Cleanup Action.

Section 4. The owner must notify and obtain approval from the Department of Ecology, or from a successor agency, prior to any use of the Pump Station Area of the Site that is inconsistent with the terms of this Restrictive Covenant. The Department of Ecology or its successor agency may approve such a use only after public notice and comment.

Section 5. The owner shall allow authorized representatives of the Department of Ecology, or of a successor agency, the right to enter the Pump Station Area of the Site at reasonable times for the purpose of evaluating compliance with the Cleanup Action Plan and the Consent Decree, to take samples, to inspect Cleanup Actions conducted at the Pump Station Area of the Site, and to inspect records that are related to the Cleanup Action.

Section 6. The owner of the Pump Station Area of the Site and the owner's assigns and successors in interest reserve the right under WAC 173-340-740 and WAC 173-340-440

(1991 ed.) to record an instrument which provides that this Restrictive Covenant shall no longer limit the use of the Pump Station Area of the Site or be of any further force or effect. However, such an instrument may be recorded only with the consent of the Department of Ecology, or successor agency. The Department of Ecology, or a successor agency may consent to the recording of such an instrument only after public notice and comment.

Signed:   
Name:

Title: ASST. PLANT MGR.  
of Texaco Refining and Marketing Inc.

Date: 01-07-99



**Leonard, Boudinot & Skodje Inc.**  
PROFESSIONAL ENGINEERS & LAND SURVEYORS

JOHN F. LEONARD JR. P.E. & L.S.  
ROBERT C. BOUDINOT JR. P.E.  
JEFFREY A. SKODJE P.L.S.

January 4, 1994

Job No. 93282

LEGAL DESCRIPTION FOR: Texaco Refining and Marketing Incorporated

Restrictive Covenant Legal Description

That portion of Government Lot 7 in Section 32, Township 35 North, Range 2 East, W.M.,  
that is described as follows:

Commencing at the East One Quarter Corner of said Section 32; thence North 0°49' 00" East, along the East line of said Section 32, a distance of 625.80 feet to the South margin of the existing 40.00 feet wide county road known as North Texas Road; thence North 89°19' 19" West, along said South margin, a distance of 69.72 feet to the TRUE POINT OF BEGINNING; thence continuing North 89°19' 19" West, a distance of 79.85 feet to the East margin of a 50.00 foot wide railroad right-of-way, which said East margin is 25.00 feet distant from and perpendicular to the centerline of the existing track; thence South 0°40' 10" East, along said East margin, a distance of 150.04 feet; thence South 89°19' 19" East, parallel to said North Texas Road a distance of 76.44 feet; thence North 0°37' 47" East a distance of 150.00 feet to the TRUE POINT OF BEGINNING.

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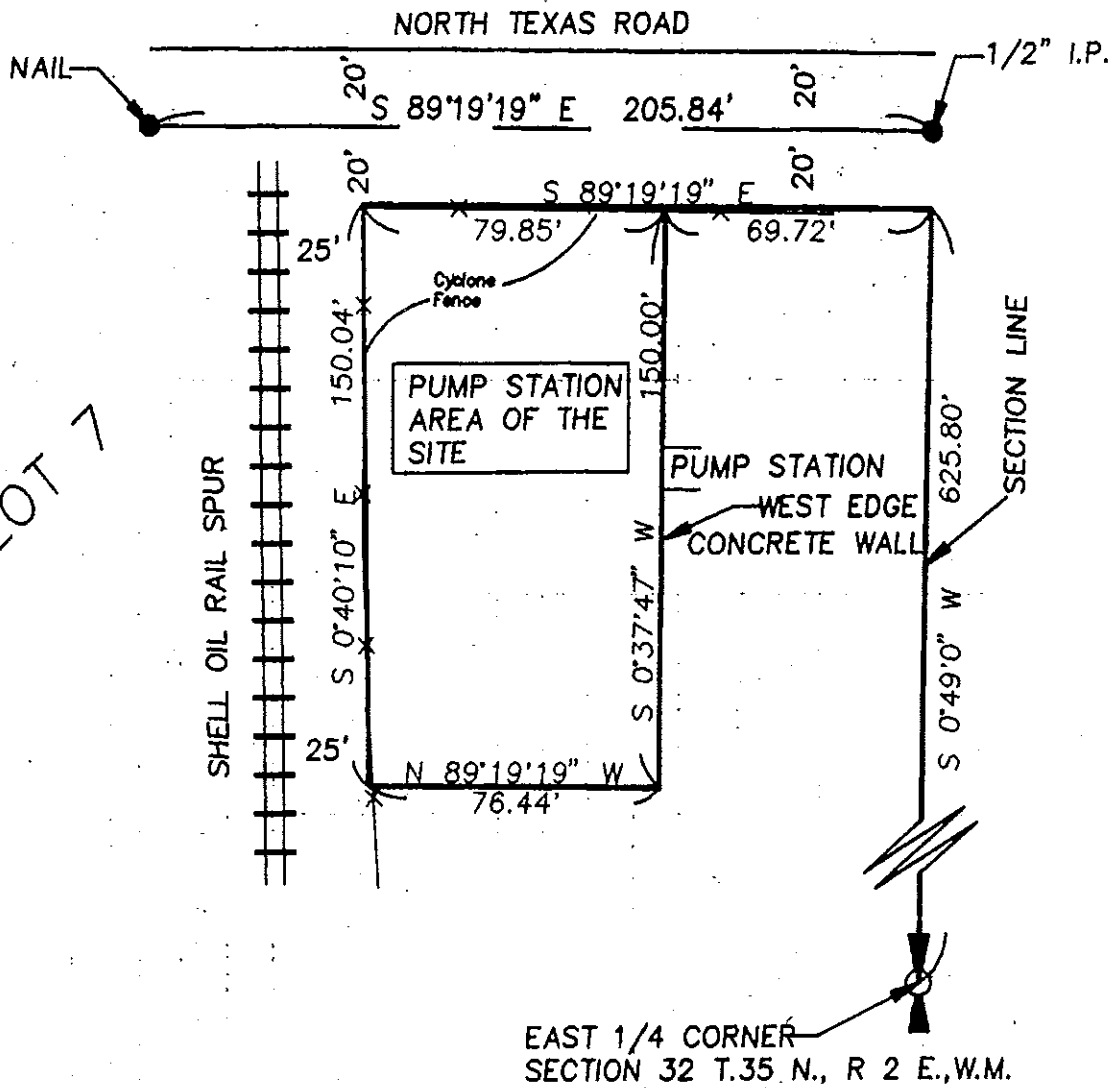
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# EXHIBIT 'A'

RESTRICTIVE COVENANT  
for  
TEXACO REFINING AND MARKETING INCORPORATED  
in  
GOV. LOT 7, SEC.32, T. 35 N., R. 2 E., W.M.



SCALE 1" = 50'



GOV. LOT 7



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LEONARD, BOUDINOT AND SKODJE INC.  
CIVIL ENGINEERS AND LAND SURVEYORS  
603 SOUTH FIRST ST., MOUNT VERNON, WA 98273