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Return Address:

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Nov 3 3 22 PM '98
GARY H. OLSON

Please Print or Type Information.

Document Title(s) or transactions contained therein:	
1. Restrictive covenant	
2.	
3.	
4.	
GRANTOR(S) (Last name, first, then first name and initials)	
1.	
2.	
3. Centerex Corp.	
4.	
☐ Additional Names on page <u>1</u> of document.	
GRANTEE(S) (Last name, first, then first name and initials)	
1. Public	
2. State of Wa. Dept of Ecology	
3.	
4.	
☐ Additional Names on page <u> </u> of document.	
LEGAL DESCRIPTION (Abbreviated: I.E., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)	
Lot 7-8-9-10 / 6 Riverview addition	
☐ Complete legal on page <u>1</u> of document.	
REFERENCE NUMBER(S) Of Documents assigned or released:	
Book A Page 21	
☐ Additional numbers on page <u> </u> of document.	
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER	
3-7-36-4-4-4000-00	
☐ Property Tax Parcel ID is not yet assigned.	
☐ Additional parcel #'s on page <u> </u> of document.	
The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.	

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Attachment A

RESTRICTIVE COVENANT:

on Centerex, Inc. property located at 70 NW Second Street, Stevenson, Washington and legally described as follows:

Lots 7, 8, 9 and 10, Block 6, RIVERVIEW ADDITION to the Town of Stevenson, according to the recorded Plat thereof, recorded in Book A of Plats, Page 21 in the County of Skamania and the State of Washington.

EXCEPT that portion conveyed to the State of Washington by instrument recorded June 1, 1949, in Book 32, Page 407, Skamania County Deed Records.

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Centerex, Inc., a Washington Corporation, its successors and assigns, and the Washington State 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 report(s):

Independent Remedial Action Report Proposed DSHS Building 70 NW Second Street Stevenson, Washington, June 1995 by Pacific Groundwater Group, 2377 Eastlake Ave. E., Suite 200, Seattle, WA 98102.

No further Action (NFA) Letter prepared by Charles S. Cline of the Washington State Department of Ecology, May 7, 1997.

These documents are on file at Ecology's Southwest Regional Office in Olympia, Washington.

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This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of total petroleum hydrocarbon (gasoline) which exceed the Model Toxics Control Act Method A Residential Cleanup Level for soil established under WAC 173-340-740.

The undersigned, Centerex, Inc., is the fee owner of real property (hereafter "Property") in the County of Skamania, State of Washington, that is subject to this Restrictive Covenant. The Property is legally described as follows:

Lots 7, 8, 9 and 10, Block 6, RIVERVIEW ADDITION to the Town of Stevenson, according to the recorded Plat thereof, recorded in Book A of Plats, Page 21 in the County of Skamania and the State of Washington.

EXCEPT that portion conveyed to the State of Washington by instrument recorded June 1, 1949, in Book 32, Page 407, Skamania County Deed Records.

Centerex, Inc. 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 this property contains petroleum contaminated soil located along the eastern and northeastern property lines. Removal of soil within this area along Second Avenue and along the eastern property boundary would undermine the integrity of existing structures and improvements off-site. The Owner shall not alter, modify or remove existing or new structure(s)

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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.

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. No groundwater may be taken for use from the Property without prior testing and, if necessary, treatment appropriate for the intended use.

Section 5. 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 6. 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 7. 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 require public notice prior to approval.

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Section 1. 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 2. 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 after public notice and the consent of Ecology.

CERTIFICATE FILED

[Name of Property Owner]

10/29/98

[Date Signed]

[The Property Owner must have this Restrictive Covenant notarized.]

Thomas E. Dunstan appeared before me on October 29, 1998 and signed above in my presence, his own free will.



*Lynne Marie Fuld
Residing in Bellevue WA*