RECEIVED
OCT 3 - 2003
DEPARTMENT OF ECOLOGY
EASTERN REGIONAL OFFICE

Exhibit C

RESTRICTIVE COVENANT

MERIT TRUCK STOP, INC. AND THE FORMER PRICELESS GAS

This Declaration of Restrictive Covenant is made pursuant to RCW70.105D.030(1)(f) and (g) and WAC 173-340-440 by Merit Truck Stop, Inc., 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 document:. Remedial Investigation and Feasibility Study – Supplemental Report (Sheila Pachernegg, April 9, 2001). This document is on file at Ecology's Eastern Regional Office.

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of petroleum contamination which exceed the Model Toxics Control Act Method, Method A Residential Cleanup Levels for soil and groundwater established under WAC 173-340-740(2).

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of petroleum contamination which exceed the Model Toxics Control Act Method, Method A Residential Cleanup Levels for soil and groundwater established under WAC 173-340-740(2).

The undersigned, Peter Hirschburg, is the representative of Merit Truck Stop, Inc./F.O.F., Inc., the fee owner of real property (hereafter "Property") in the County of Lincoln, State of Washington, that is subject to this Restrictive Covenant. The Property is legally described as follows:

> Lots Six (6), Seven (7) and Eight (8) in block Thirty (30) of TIMMONS SECOND ADDITION to the Town (now City) of Davenport, in the County of Lincoln and State of Washington
>
> SUBJECT TO: Reservation of minerals and the use of such surface ground as may be necessary for mining operation, and the right of access to the same, as contained in Deed from Northern Pacific Railroad Company and the Farmers' Loan and Trust Company, Trustee, to Hallie A. Timmons, dated August 1, 1883, recorded in Book "E" of Deeds, Page 96, records of Lincoln County, Washington

Merit Truck Stop, Inc/F.O.F., 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.

1. "No groundwater may be taken for any beneficial use from the Property."

2. "A portion of the Property contains petroleum contaminated soil. The Owner shall not conduct any activities at the Property that may result in the release of exposure to the environment of that contaminated soil or create a new exposure pathway without prior written approval from "Ecology". Some examples of these activities that are include drilling or digging.

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) days 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 Ecology, after publlic notice and opportunity for comment, concurs.

Peter Hirschburg

Peter Hirschburg, President, Merit Truck Stop, Inc.,/ F.O.F., Inc.

Constance M. Wilson

Constance M. Wilson, Secretary, Merit Truck Stop, Inc./F.O.F., Inc.

Date Sept 29, 2003

State of Idaho_____)
S.S.
County of ADA_____)
On this 29TH day of SEPT, in the year of 2003, before me LINDA R. KEATON, a notary public, personally appeared PETER HIRSCHBURG & CONSTANCE M. WILSON, personally known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that he (she) (they) executed the same.

S
E
A
L

Linda R. Keaton
Notary Public
My Commission Expires on 1/12/07

LINDA R. KEATON NOTARY PUBLIC STATE OF IDAHO