



STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

1250 W Alder St • Union Gap, WA 98903-0009 • (509) 575-2490

September 10, 2021

John Haakenson  
Port of Benton  
3250 Port of Benton Blvd  
Richland, WA 99354

**RE: No Further Action at the following Site:**

- **Site Name:** Prosser Airport Aircraft Applicators
- **Site Address:** Prosser Airport, Nunn Road, Prosser
- **Facility Site ID No.:** 7474148
- **Cleanup Site ID No.:** 2188
- **VCP Project No.:** CE0416

Dear John Haakenson:

The Washington State Department of Ecology (Ecology) received your request for an opinion on your independent cleanup of the Prosser Airport Aircraft Applicators site (Site). This letter provides our opinion. We are providing this opinion under the authority of the Model Toxics Control Act (MTCA), Chapter 70.105D RCW.

**Issue Presented and Opinion**

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Is further remedial action necessary to clean up contamination at the Site?

**NO. Ecology has determined that no further remedial action is necessary to clean up contamination at the Site.**

This opinion is based on an analysis of whether the remedial action meets the substantive requirements of MTCA, Chapter 70.105D RCW, and its implementing regulations, Chapter 173-340 WAC (collectively “substantive requirements of MTCA”). The analysis is provided below.

**Description of the Site**

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This opinion applies only to the Site described below. The Site is defined by the nature and extent of contamination associated with the following release:

- Petroleum (Gasoline including Benzene), and Halogenated Pesticides (including Herbicides) into Soil.



- Petroleum (Gasoline including Benzene), Lead, Arsenic, and Halogenated Pesticides (including Herbicides) into Groundwater.

The Site is located within the Prosser Airport on Nunn Road in Prosser. The facility operated as an aerial pesticide spraying business from 1961 to 2007. An aviation fuel underground storage tank (UST) was reportedly removed from the Site in the 1990s. A release or potential release of contamination was reported to Ecology on July 26, 2006. Subsequently, soil contamination was cleaned up through excavation and offsite disposal and chemical oxidation as part of an Interim Action in 2007-2008. Completion of the Interim Action was under Agreed Order DE 6070, effective September 17, 2008. A Notice of Satisfaction letter was issued by Ecology on January 23, 2013. That letter indicated that remaining contamination (including groundwater contamination) needed to be addressed and Ecology suggested that the Site be enrolled in the Voluntary Cleanup Program (VCP).

### **Basis for the Opinion**

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This opinion is based on the information contained in the following documents:

<b>Report Title</b>	<b>Prepared by</b>	<b>Date</b>
Letter from Ecology to Port of Benton re Early Notice Letter Regarding the Release of Hazardous Substances	Dept. of Ecology	August 21, 2007
Updated Final Interim Action Report for Ecology Agreed Order No. DE 6070, Prosser Aircraft Applicators Site	Environmental Compliance Associates, LLC	April 28, 2010
Letter from Ecology to Port of Benton re Notice of Satisfaction, Agreed Order No. DE 6070	Dept. of Ecology	January 23, 2013
Letter from Ecology to Port of Benton re Further Action at the following site	Dept. of Ecology	June 10, 2015
Monitoring and Closure Report, Former Marv Bonney Site, Prosser Airport, Prosser, WA	Shannon & Wilson, Inc.	October 31, 2017
Email from Ecology (Jennifer Lind) to Shannon & Wilson (Donna Parkes) re Request for additional screening level tables	Dept. of Ecology	February 16, 2018
Monitoring and Closure Report (Rev01), Former Marv Bonney Site, Prosser Airport, Prosser, WA	Shannon & Wilson, Inc.	August 16, 2019



Report Title	Prepared by	Date
Environmental Covenant	Department of Ecology	June 23, 2020

Those documents are kept in the Central Regional Office of Ecology (CRO) for review by appointment only. You can make an appointment by calling Ecology’s Public Records Officer at 360-407-6040 or emailing [PublicRecordsOfficer@ecy.wa.gov](mailto:PublicRecordsOfficer@ecy.wa.gov).

This opinion is void if any of the information contained in those documents is materially false or misleading.

### **Analysis of the Cleanup**

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Ecology has concluded that **no further remedial action** is necessary to clean up contamination at the Site.

That conclusion that no further remedial action is necessary is based on the following analysis:

#### **1. Characterization of the Site.**

Ecology has determined your characterization of the Site is sufficient to establish cleanup standards and select a cleanup action for the identified release. Note that cleanup of soil contamination was completed under Agreed Order DE 6070, and a Notice of Satisfaction letter was issued by Ecology on January 23, 2013. This letter focuses on contamination that was found to remain at the Site after the Agreed Order was closed. Site Plans are presented in **Enclosure A**.

Petroleum, pesticide and herbicide contamination in soil was cleaned up in 2006 to 2008 through excavation and application of chemical oxidants. Groundwater contamination was also treated via chemical oxidation. In 2015, Ecology requested confirmation soil sampling at the edges of the remedial excavation and additional groundwater monitoring. The requested data was provided to Ecology in 2017. The soil confirmation sampling results showed no contamination above cleanup levels.

Groundwater monitoring had continued through October 2016. As of October 2016, arsenic was the only remaining contaminant in groundwater with detections above cleanup levels. A site-specific arsenic in groundwater background concentration of 7.7 µg/L was applied. This concentration is slightly higher than the Yakima Basin arsenic background concentration of 6 µg/L (*Natural Background Groundwater Arsenic Concentrations in Washington State*, prepared by the Department of Ecology, draft for public review dated July 2021). Arsenic was not identified as a site contaminant in soil, and Ecology has concluded that the arsenic cleanup level exceedances in groundwater appeared to have been the result of chemical oxidant treatment of the groundwater.

The arsenic concentrations in groundwater declined subsequent to the 2006-2007 cleanup work, indicating that the mobilized naturally occurring arsenic has been attenuating. Ecology requested additional groundwater monitoring in an email dated May 23, 2019. An additional groundwater monitoring round was conducted in June 2019, and results were provided to Ecology in an email dated July 5, 2019. Ecology concluded in an email dated July 9, 2019 that “arsenic has now essentially returned to background concentrations.” The June 2019 monitoring results were then incorporated in the *Monitoring and Closure Report (Rev01)* prepared by Shannon & Wilson and dated August 16, 2019.

**2. Establishment of cleanup standards.**

**Cleanup Levels**

The following Cleanup Levels for unrestricted land use have been used at the Site:

Constituent	Soil Cleanup Level (mg/kg)	Soil Cleanup Level Basis	Groundwater Cleanup Level (µg/L)	Groundwater Cleanup Level Basis
Gasoline Range Organics (benzene present)	30	Method A	800	Method A
Benzene	0.03	Method A	5	Method A
Lead	250	Method A	15	Method A
Arsenic	20	Method A	5	Method A*
Heptachlor epoxide	0.11/0.08	Method B <sup>(C)</sup> /SPG	0.0048	Method B <sup>(C)</sup>
Dieldrin	0.0063/0.0028	Method B <sup>(C)</sup> /SPG	0.0055	Method B <sup>(C)</sup>
DDD	4.2/0.34	Method B <sup>(C)</sup>	0.36	Method B <sup>(C)</sup>
DDE	2.9/0.45	Method B <sup>(C)</sup>	0.26	Method B <sup>(C)</sup>
DDT	2.9/3.5	Method B <sup>(C)</sup>	0.26	Method B <sup>(C)</sup>
Dinoseb	80	Method B <sup>(NC)</sup>	16	Method B <sup>(NC)</sup>
MCP	80	Method B <sup>(NC)</sup>	16	Method B <sup>(NC)</sup>
MCPA	40	Method B <sup>(NC)</sup>	8	Method B <sup>(NC)</sup>
Pentachlorophenol	0.016/0.00088	Method B <sup>(C)</sup> /SPG	0.22	Method B <sup>(C)</sup>

\* The background concentration is greater than the cleanup level for arsenic.  
 (C) = Method B Cancer  
 (NC) = Method B Non-Cancer  
 SPG = Soil protective of groundwater (vadose zone)

Point of Compliance (POC): Standard, throughout the Site, for soil extending from the surface to 15 feet below ground surface (ft bgs).



Terrestrial Ecological Evaluation (TEE): The Site was determined to meet the criteria for an exclusion from a TEE, as stated in the 2015 further action letter from Ecology.

### 3. **Cleanup.**

Ecology has determined the cleanup meets the cleanup standards established for the Site. Site cleanup consisted of excavation and offsite disposal of contaminated soil and chemical oxidation of contamination in soil and groundwater. Sufficiency of the soil contamination cleanup was demonstrated through soil confirmation sampling presented in the 2010 Interim Action report and additional confirmation sampling presented in the 2015 report.

Sufficiency of groundwater cleanup was demonstrated through groundwater monitoring conducted between 2007 and 2019. Other than arsenic, the last cleanup level exceedance for a groundwater sample was in 2009. Ecology has concluded that the arsenic in groundwater was due to the use of chemical oxidant (resulting in the temporary mobilization of naturally occurring arsenic) and as of 2019, arsenic concentrations have essentially returned to background.

Remaining soil contamination likely remains underneath the structure at the Site, and as stated within the 2013 notice of satisfaction letter, “the possibility of an additional remaining source area exists.” This NFA letter pertains to the sufficiency of cleanup of the identified release(s) and does not establish the sufficiency of investigations to determine whether or not additional releases could have occurred at this property. Note that the Site is defined by the historical extent of contamination, which is a small portion of parcel 102842000011000, a 38-acre area covering the eastern part of Prosser Airport.

### **Post-Cleanup Controls and Monitoring**

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Post-cleanup controls and monitoring are remedial actions performed after the cleanup to maintain compliance with cleanup standards. This opinion is dependent on the continued performance and effectiveness of the following:

#### 1. **Compliance with institutional controls.**

Institutional controls prohibit or limit activities that may interfere with the integrity of engineered controls or result in exposure to hazardous substances. The following institutional control is necessary at the Site:

- The Site structure currently prevents access to and cleanup of remaining contaminated soil. Cleanup of remaining contamination is needed when the Site structure is no longer present.

To implement that control, an Environmental Covenant has been recorded on the following parcel of real property in Benton County:

- Benton County Tax Parcel 102842000011000.

Ecology approved the recorded Covenant. A copy of the Covenant is included in **Enclosure B**.

### **Periodic Review of Post-Cleanup Conditions**

Ecology will conduct periodic reviews of post-cleanup conditions at the Site to ensure that they remain protective of human health and the environment. If Ecology determines, based on a periodic review, that further remedial action is necessary at the Site, then Ecology will withdraw this opinion.

The periodic review shall consist of periodically (i.e. every five years) checking to see that the structure that currently prevents access for cleanup of the remaining contamination is still present at the Site.

### **Listing of the Site**

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Based on this opinion, Ecology will initiate the process of removing the Site from the Hazardous Sites List and the Confirmed and Suspected Contaminated Sites List.

That process includes public notice and opportunity to comment. Based on the comments received, Ecology will either remove the Site from the applicable lists or withdraw this opinion.

### **Limitations of the Opinion**

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#### **1. Opinion does not settle liability with the state.**

Liable persons are strictly liable, jointly and severally, for all remedial action costs and for all natural resource damages resulting from the release or releases of hazardous substances at the Site. This opinion **does not**:

- Resolve or alter a person's liability to the state.
- Protect liable persons from contribution claims by third parties.

To settle liability with the state and obtain protection from contribution claims, a person must enter into a consent decree with Ecology under RCW 70.105D.040(4).

#### **2. Opinion does not constitute a determination of substantial equivalence.**

To recover remedial action costs from other liable persons under MTCA, one must demonstrate that the action is the substantial equivalent of an Ecology-conducted or Ecology-supervised action.



John Haakenson  
Port of Benton  
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This opinion does not determine whether the action you performed is substantially equivalent. Courts make that determination. *See* RCW 70.105D.080 and WAC 173-340-545.

**3. State is immune from liability.**

The state, Ecology, and its officers and employees are immune from all liability, and no cause of action of any nature may arise from any act or omission in providing this opinion. *See* RCW 70.105D.030(1)(i).

**Termination of Agreement**

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Thank you for cleaning up the Site under the Voluntary Cleanup Program (VCP). This opinion terminates the VCP Agreement governing this project (#CE0416).

For more information about the VCP and the cleanup process, please visit our web site: [www.ecology.wa.gov/Spills-Cleanup/Contamination-cleanup/Cleanup-process/Cleanup-options/Voluntary-cleanup-program](http://www.ecology.wa.gov/Spills-Cleanup/Contamination-cleanup/Cleanup-process/Cleanup-options/Voluntary-cleanup-program).

If you have any questions about this opinion or the termination of the Agreement, please contact me by phone at (509) 454-7835 or e-mail at [Frank.Winslow@ecy.wa.gov](mailto:Frank.Winslow@ecy.wa.gov).

Sincerely,



Frank P. Winslow, LHG  
Toxics Cleanup Program  
Central Regional Office

Enclosures:           A – Site Plans  
                              B – Environmental Covenant

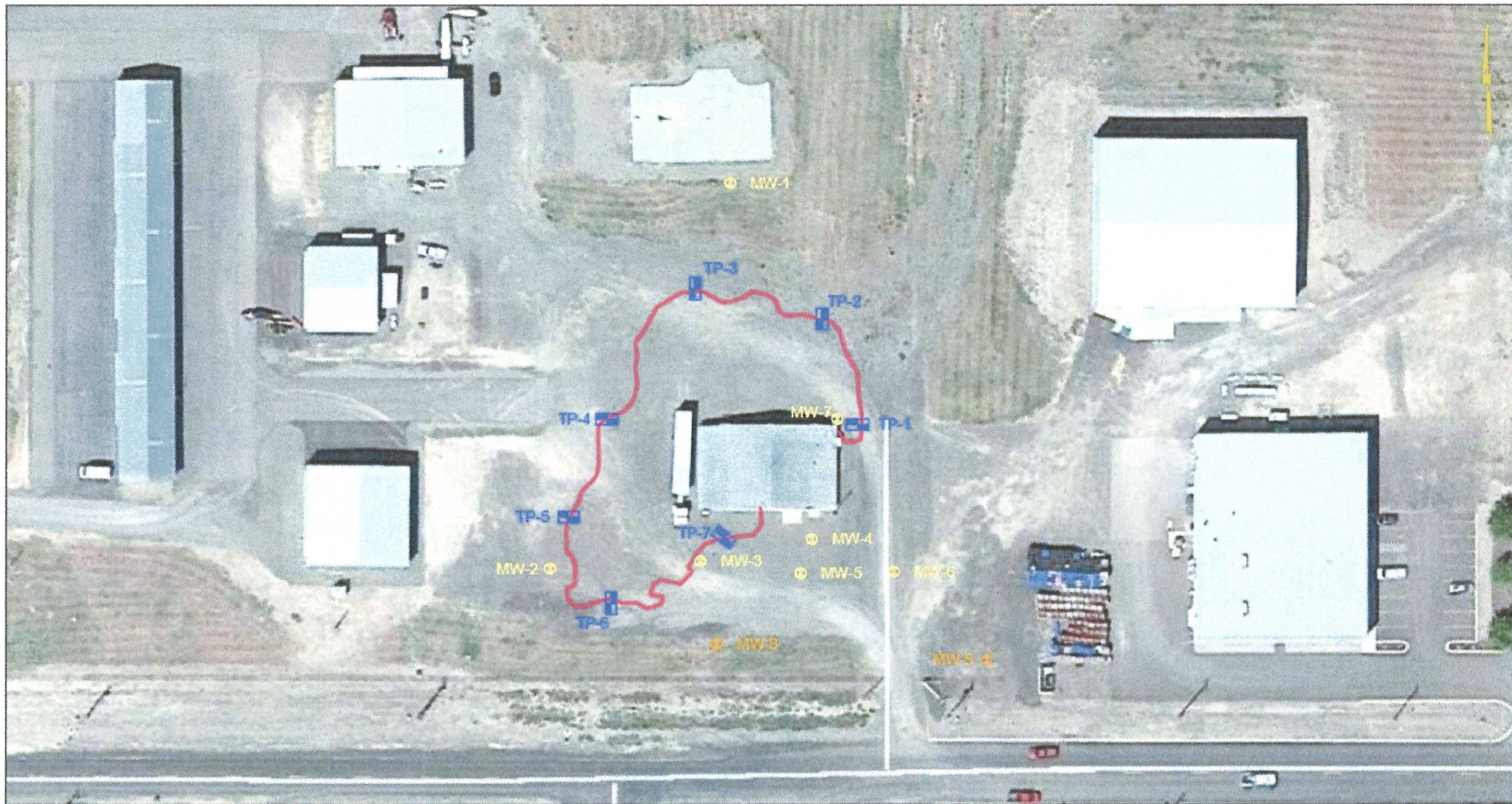
cc:       Donna Parkes, Shannon & Wilson, Inc.  
          VCP Financial Manager, Ecology

# **Enclosure A**

## **Site Plans**



File Name: I:\EP02-1\FAS\11206-011226-01\Fort of Benton Prosser Airport\02-1-11226-016\_Fig. X\_Site Plan\_2019.dwg Date: 10/19/2017 10:41:41 AM



**NOTE**

Map adapted from site plan provided by client and aerial imagery provided by Google Earth Pro, reproduced by permission granted by Google Earth™ Mapping Service.

Approximate Scale in Feet



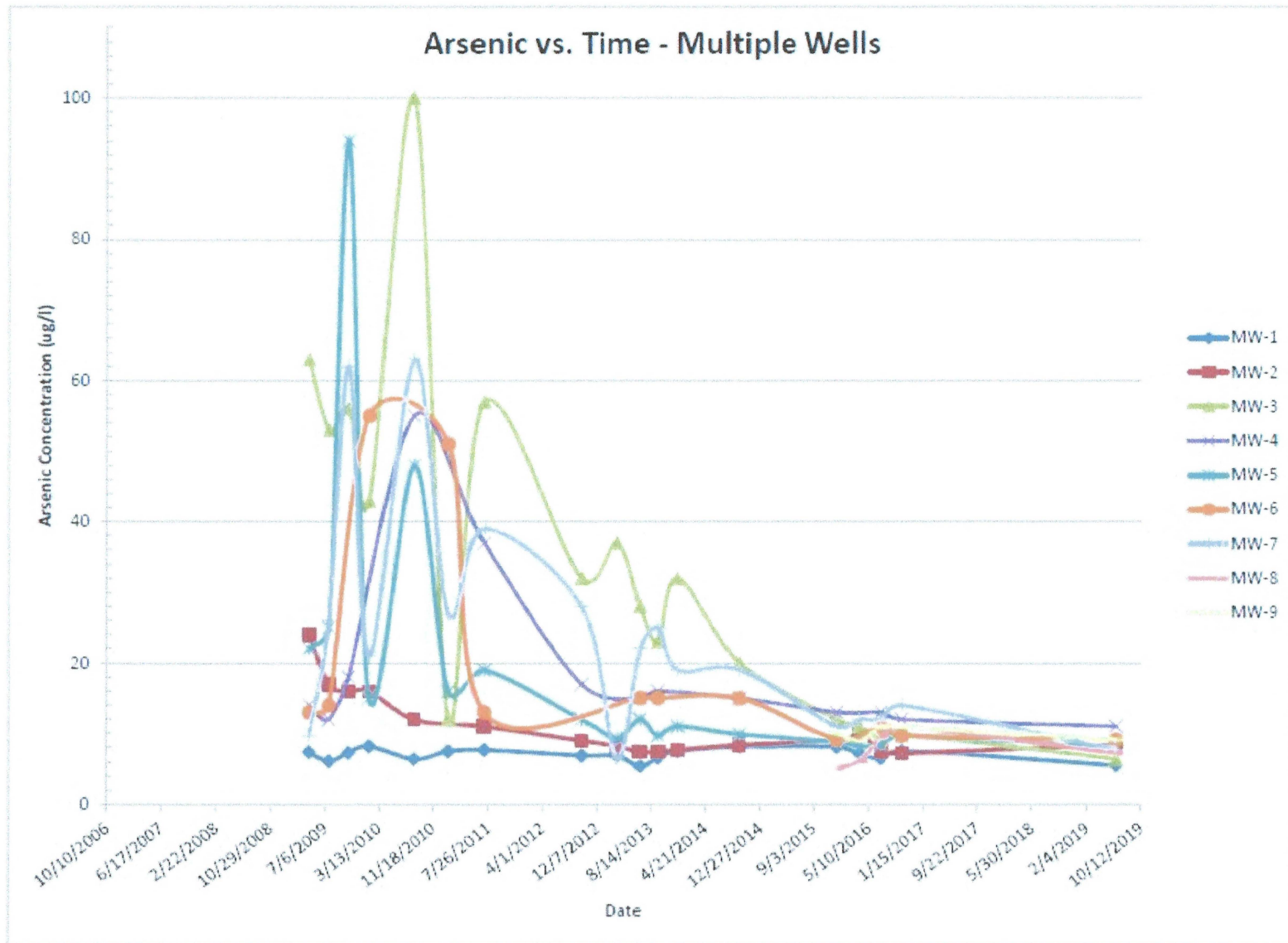
**LEGEND**

- ⊙ MW-1 Monitoring Well Designation and Approximate Location (existing)
- ⊙ MW-2 Monitoring Well Designation and Approximate Location (new)
- ⊞ TP-1 Test Pit Designation and Approximate Location
- Approximate Excavation Area

Port of Benton Prosser Airport  
Former Aircraft Applicators Site  
Prosser, Washington

**SITE PLAN**

August 2019	22-1-11226-010
SHANNON & WILSON, INC. <small>Good &amp; Beautiful Engineers &amp; Architects</small>	
<b>FIG. 1</b>	





**Enclosure B**

**Environmental Covenant**

After Recording Return  
 Original Signed Covenant to:  
 Jeff Newschwander  
 Toxics Cleanup Program  
 Department of Ecology  
 Central Regional Office  
 1250 W. Alder St.  
 Union Gap, WA 98903-0009

### Environmental Covenant

**Grantor:** Port of Benton.

**Grantee:** State of Washington, Department of Ecology (hereafter "Ecology")

**Brief Legal Description:** SECTION 2 TOWNSHIP 8 NORTH RANGE 24: GOVERNMENT LOT 3, SOUTHWEST OF HIGHWAY. TOGETHER WITH GOVERNMENT LOT 4. QUIT CLAIM DEED TO BENTON COUNTY FOR ROAD 10-13-61. EASEMENT 8-4-77. ALSO EXCEPT .33 ACRES FOR ROAD RIGHT OF WAY, PER QCD, 2/12/2001, AF#2001-003537.

**Tax Parcel No.:** 102842000011000

**Cross Reference:** VCP NFA Opinion Pending

#### RECITALS

- a. This document is an environmental (restrictive) covenant (hereafter "Covenant") executed pursuant to the Model Toxics Control Act ("MTCA"), chapter 70.105D RCW, and Uniform Environmental Covenants Act ("UECA"), chapter 64.70 RCW.
- b. The Property that is the subject of this Covenant is part or all of a site commonly known as Prosser Airport Aircraft Applicators. The Property is legally described in Exhibit A, and illustrated in Exhibit B, both of which are attached (hereafter "Property"). If there are differences between these two Exhibits, the legal description in Exhibit A shall prevail.
- c. The Property is the subject of remedial action conducted under MTCA. This Covenant is required because residual contamination remains on the Property after completion of remedial actions. Specifically, the following principal contaminants may remain on the Property:

Medium	Principal Contaminants Present
Soil	Gasoline (including benzene), and Halogenated Pesticides (including herbicides)
Groundwater	Gasoline (including benzene), Halogenated Pesticides (including herbicides), Lead, and Arsenic



d. It is the purpose of this Covenant to restrict certain activities and uses of the Property to protect human health and the environment and the integrity of remedial actions conducted at the site. Records describing the extent of residual contamination and remedial actions conducted are available through Ecology.

e. This Covenant grants Ecology certain rights under UECA and as specified in this Covenant. As a Holder of this Covenant under UECA, Ecology has an interest in real property, however, this is not an ownership interest which equates to liability under MTCA or the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.* The rights of Ecology as an “agency” under UECA, other than its right as a holder, are not an interest in real property.

## COVENANT

Port of Benton, a Washington Port District, who is the owner of the Property, as Grantor and owner of the Property hereby grants to the Washington State Department of Ecology, and its successors and assignees, the following covenants. Furthermore, it is the intent of the Grantor that such covenants shall supersede any prior interests the GRANTOR has in the property and run with the land and be binding on all current and future owners of any portion of, or interest in, the Property.

### **Section 1. General Restrictions and Requirements.**

The following general restrictions and requirements shall apply to the Property:

a. **Interference with Remedial Action.** The Grantor shall not engage in any activity on the Property that may impact or interfere with the remedial action and any operation, maintenance, inspection or monitoring of that remedial action without prior written approval from Ecology.

b. **Protection of Human Health and the Environment.** The Grantor shall not engage in any activity on the Property that may threaten continued protection of human health or the environment without prior written approval from Ecology. This includes, but is not limited to, any activity that results in the release of residual contamination that was contained as a part of the remedial action or that exacerbates or creates a new exposure to residual contamination remaining on the Property.

c. **Continued Compliance Required.** Grantor shall not convey any interest in any portion of the Property without providing for the continued adequate and complete operation, maintenance and monitoring of remedial actions and continued compliance with this Covenant.

d. **Leases.** Grantor shall restrict any lease for any portion of the Property to uses and activities consistent with this Covenant and notify all lessees of the restrictions on the use of the Property.

e. **Preservation of Reference Monuments.** Grantor shall make a good faith effort to preserve any reference monuments and boundary markers used to define the areal extent of coverage of this Covenant. Should a monument or marker be damaged or destroyed, Grantor shall have it replaced by a licensed professional surveyor within 30 days of discovery of the damage or destruction.

## **Section 2. Specific Prohibitions and Requirements.**

In addition to the general restrictions in Section 1 of this Covenant, the following additional specific restrictions and requirements shall apply to the Property.

### **a. Containment of Soil/Waste Materials.**

Contaminated soil and groundwater at the site was excavated and disposed of offsite and/or treated onsite except for some contaminated soil beneath the site structure. The remedial action for the Property is based on containing remaining contaminated soil under a cap consisting of the site structure building foundation and adjacent pavement, located as illustrated in **Exhibit B**. The primary purpose of this cap is to prevent direct contact with contaminated soil. As such, the following restrictions shall apply within the area illustrated in **Exhibit B**:

Any activity on the Property that will compromise the integrity of the cap including: drilling; digging; piercing the cap with sampling device, post, stake or similar device; grading; excavation; installation of underground utilities; removal of the cap; or, application of loads in excess of the cap load bearing capacity, is prohibited without prior written approval by Ecology. The Grantor shall report to Ecology within forty-eight (48) hours of the discovery of any damage to the cap. Unless an alternative plan has been approved by Ecology in writing, the Grantor shall promptly repair the damage and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.

The Grantor shall not alter or remove the existing structure on the Property in any manner that would expose contaminated soil, result in a release to the environment of contaminants, or create a new exposure pathway, without prior written approval of Ecology. Should the Grantor propose to remove all or a portion of the existing structure illustrated in **Exhibit B** so that access to the underlying contamination is feasible, Ecology will require treatment or removal of the underlying contaminated soil.

## **Section 3. Access.**

**a.** The Grantor shall maintain clear access to all remedial action components necessary to construct, operate, inspect, monitor and maintain the remedial action.

**b.** The Grantor freely and voluntarily grants Ecology and its authorized representatives, upon ten (10) days notice, the right to enter the Property at reasonable times to evaluate the effectiveness of this Covenant and associated remedial actions, and enforce compliance with this Covenant and those actions, including the right to take samples, inspect any remedial actions conducted on the Property, and to inspect related records.

**c.** No right of access or use by a third party to any portion of the Property is conveyed by this instrument.

## **Section 4. Notice Requirements.**

**a. Conveyance of Any Interest.** The Grantor, when conveying any interest in any part of the property, including but not limited to title, easement, leases, and security or other interests, must:

- i.** Provide written notice to Ecology of the intended conveyance at least thirty (30) days in advance of the conveyance.



- ii. Include in the conveying document a notice in substantially the following form, as well as a complete copy of this Covenant:

**NOTICE: THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON [DATE] AND RECORDED WITH THE [COUNTY] COUNTY AUDITOR UNDER RECORDING NUMBER [RECORDING NUMBER]. USES AND ACTIVITIES ON THIS PROPERTY MUST COMPLY WITH THAT COVENANT, A COMPLETE COPY OF WHICH IS ATTACHED TO THIS DOCUMENT.**

- iii. Unless otherwise agreed to in writing by Ecology, provide Ecology with a complete copy of the executed document within thirty (30) days of the date of execution of such document.

**b. Reporting Violations.** Should the Grantor become aware of any violation of this Covenant, Grantor shall promptly report such violation in writing to Ecology.

**c. Emergencies.** For any emergency or significant change in site conditions due to Acts of Nature (for example, flood or fire) resulting in a violation of this Covenant, the Grantor is authorized to respond to such an event in accordance with state and federal law. The Grantor must notify Ecology in writing of the event and response actions planned or taken as soon as practical but no later than within 24 hours of the discovery of the event.

**d. Notification procedure.** Any required written notice, approval, reporting or other communication shall be personally delivered or sent by first class mail to the following persons. Any change in this contact information shall be submitted in writing to all parties to this Covenant. Upon mutual agreement of the parties to this Covenant, an alternative to personal delivery or first class mail, such as e-mail or other electronic means, may be used for these communications.

Port of Benton Attn: John Haakenson 3250 Port of Benton Blvd Richland, WA 99354 509 375-3060	Jeff Newschwander Washington State Department of Ecology 1250 West Alder Street Union Gap, WA 98903 509 454-7842 Jeff.newschwander@ecy.wa.gov
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**Section 5. Modification or Termination.**

**a.** Grantor must provide written notice and obtain approval from Ecology at least sixty (60) days in advance of any proposed activity or use of the Property in a manner that is inconsistent with this Covenant. For any proposal that is inconsistent with this Covenant and permanently modifies an activity or use restriction at the site:

- i. Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal; and



ii. If Ecology approves of the proposal, the Covenant must be amended to reflect the change before the activity or use can proceed.

b. If the conditions at the site requiring a Covenant have changed or no longer exist, then the Grantor may submit a request to Ecology that this Covenant be amended or terminated. Any amendment or termination of this Covenant must follow the procedures in MTCA and UECA and any rules promulgated under these chapters.

#### **Section 6. Enforcement and Construction.**

a. This Covenant is being freely and voluntarily granted by the Grantor.

b. Within ten (10) days of execution of this Covenant, Grantor shall provide Ecology with an original signed Covenant and proof of recording and a copy of the Covenant and proof of recording to others required by RCW 64.70.070.

c. Ecology shall be entitled to enforce the terms of this Covenant by resort to specific performance or legal process. All remedies available in this Covenant shall be in addition to any and all remedies at law or in equity, including MTCA and UECA. Enforcement of the terms of this Covenant shall be at the discretion of Ecology, and any forbearance, delay or omission to exercise its rights under this Covenant in the event of a breach of any term of this Covenant is not a waiver by Ecology of that term or of any subsequent breach of that term, or any other term in this Covenant, or of any rights of Ecology under this Covenant.

d. The Grantor shall be responsible for all costs associated with implementation of this Covenant. Furthermore, the Grantor, upon request by Ecology, shall be obligated to pay for Ecology's costs to process a request for any modification or termination of this Covenant and any approval required by this Covenant.

e. This Covenant shall be liberally construed to meet the intent of MTCA and UECA.

f. The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though such void provision had not been contained herein.

g. A heading used at the beginning of any section or paragraph or exhibit of this Covenant may be used to aid in the interpretation of that section or paragraph or exhibit but does not override the specific requirements in that section or paragraph.

The undersigned Grantor warrants he/she holds the title to \_\_\_\_\_ and has authority to execute this Covenant.

EXECUTED this 30 day of December, 2019.

by: Dahann Howard

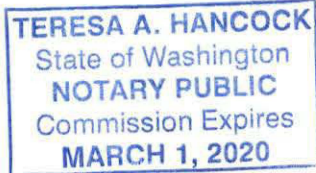
Title: Executive Director

INDIVIDUAL ACKNOWLEDGMENT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington  
COUNTY OF Benton

On this 30<sup>th</sup> day of December, 2019, I certify that Dahann Howard personally appeared before me, acknowledged that **he/she** is the individual described herein and who executed the within and foregoing instrument and signed the same at **his/her** free and voluntary act and deed for the uses and purposes therein mentioned.



Teresa A. Hancock  
Notary Public in and for the State of Washington  
Residing at Kennewick  
My appointment expires March 1, 2020

The Department of Ecology, hereby accepts the status as GRANTEE and HOLDER of the above Environmental Covenant.

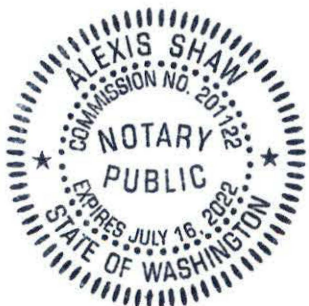
STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

by: Valerie Bound  
Title: Section Manager  
Dated: 6-23-20

STATE ACKNOWLEDGMENT

STATE OF Washington  
COUNTY OF Yakima

On this 23 day of June, 2020, I certify that Valerie Bound personally appeared before me, acknowledged that he/she is the holder of the state agency that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument for said state agency.



Alexis Shaw  
Notary Public in and for the State of Washington

Residing at Mail N More Yakima

My appointment expires July 16, 2022

**Exhibit A**

**LEGAL DESCRIPTION**

Tax Parcel No. 102842000011000:

SECTION 2 TOWNSHIP 8 NORTH RANGE 24: GOVERNMENT LOT 3, SOUTHWEST OF HIGHWAY. TOGETHER WITH GOVERNMENT LOT 4. QUIT CLAIM DEED TO BENTON COUNTY FOR ROAD 10-13-61. EASEMENT 8-4-77. ALSO EXCEPT .33 ACRES FOR ROAD RIGHT OF WAY, PER QCD, 2/12/2001, AF#2001-003537.

All as per attached Exhibit.

Area covered by this Covenant:

**THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 08 NORTH, RANGE 24 EAST, W.M., BENTON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION BEARS SOUTH 89°47'36" EAST 2612.07 FEET; THENCE SOUTH 50°31'36" EAST ON A RANDOM LINE 1522.04 FEET TO THE TRUE POINT OF BEGINNING;**

**THENCE SOUTH 00°05'36" WEST 56.00 FEET; THENCE SOUTH 89°54'24" EAST 87.50 FEET; THENCE NORTH 00°05'36" EAST 56.00 FEET; THENCE NORTH 89°54'24" WEST 87.50 FEET TO THE SAID TRUE POINT OF BEGINNING.**

**CONTAINING 4900 SF**

**TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS OF RECORD AND IN VIEW.**



Exhibit B – Site Plan

