



First Periodic Review

Yakima Valley Transportation Co Trolley Barn
404 S 3rd Avenue
Yakima, Washington 98902

Facility/Site ID 9688850
Cleanup Site ID 2190

Completed by:

Washington State Department of Ecology
Central Regional Office
Toxics Cleanup Program

May 2021

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1.0 INTRODUCTION

This document is the Washington State Department of Ecology's (Ecology) first periodic review of post-cleanup site conditions to assure that human health and the environment are being protected at the Yakima Valley Transportation Co Trolley Barn site (Site). Cleanup at this Site was implemented under the Model Toxics Control Act (MTCA), Chapter 173-340 Washington Administrative Code (WAC). This is the first periodic review conducted for the Site and evaluates the period from May 2016 through April 2021.

Cleanup actions at this Site were completed through the Voluntary Cleanup Program (VCP). The cleanup actions resulted in residual concentrations of petroleum hydrocarbons (TPH) in soil that exceed MTCA Method A cleanup levels established under WAC 173-340-740(2). As a result of residual contamination, institutional controls were required for the Site to be eligible for a No Further Action (NFA) determination. WAC 173-340-420(2) requires Ecology conduct a periodic review of a site every five years under the following conditions:

- (a) Whenever the department conducts a cleanup action
- (b) Whenever the department approves a cleanup action under an order, agreed order or consent decree
- (c) Or, as resources permit, whenever the department issues a no further action opinion
- (d) And one of the following conditions exists:
 - 1. Institutional controls or financial assurance are required as part of the cleanup
 - 2. Where the cleanup level is based on a practical quantitation limit
 - 3. Where, in the department's judgment, modifications to the default equations or assumptions using site-specific information would significantly increase the concentration of hazardous substances remaining at the site after cleanup or the uncertainty in the ecological evaluation or the reliability of the cleanup action is such that additional review is necessary to assure long-term protection of human health and the environment.

When evaluating whether human health and the environment are being protected, the factors the department shall consider include [WAC 173-340-420(4)]:

- (a) The effectiveness of ongoing or completed cleanup actions;
- (b) New scientific information for individual hazardous substances of mixtures present at the Site;
- (c) New applicable state and federal laws for hazardous substances present at the Site;
- (d) Current and projected Site use;
- (e) Availability and practicability of higher preference technologies; and

- (f) The availability of improved analytical techniques to evaluate compliance with cleanup levels.

Ecology shall publish a notice of all periodic reviews in the Site Register and provide an opportunity for public comment.

2.0 SUMMARY OF SITE CONDITIONS

2.1 Site History

The Yakima Valley Transportation Co Trolley Barn property is located in the City of Yakima in Yakima County, Washington. The Site is located at 404 S 3rd Ave, Yakima. The site includes both the current Trolley Barn property, located at 404 South 3rd Avenue (parcel 18132444465), and the adjacent parking lot to the west, currently operated by Central Washington Comprehensive Mental Health (CWCMMH) (parcel 18132444471). The parking lot was reportedly formerly part of the Trolley Barn property until it was sold in the 1990s.

The Trolley Barn property has two structures; the northern structure is now the Yakima Electric Railway Museum and the southern structure is the Yakima Valley Trolley Powerhouse Museum. North of the Powerhouse Museum along South 3rd Avenue is an asphalt parking lot and to the west, a gravel strip with a railroad stub. South of the Electric Railway museum and adjacent to the gravel strip is a fenced yard that includes additional railroad stub. The CWCMMH parking lot is located to the west of and adjacent to the fenced yard.

Petroleum contamination in soil was discovered during underground storage tank (UST) removals in 1990. A total of five USTs were located within different areas of the Site. An environmental covenant was recorded for the Site in March 2016, and a No Further Action (NFA) determination was issued by Ecology on April 22, 2016.

2.2 Cleanup Levels and Point of Compliance

WAC 173-340-704 states that MTCA Method A may be used to establish cleanup levels at sites that have few hazardous substances, are undergoing a routine cleanup action, and where numerical standards are available for all indicator hazardous substances in the media for which the Method A cleanup level is being used.

MTCA Method A cleanup levels for unrestricted land use were determined to be appropriate for contaminants at this Site. The cleanup actions conducted at the Site were determined to be 'routine', few hazardous substances were found at the Site, and numerical standards were available in the MTCA Method A table for each hazardous substance.

The extent of the Site includes the area containing soil and/or groundwater that have been impacted by the release of petroleum hydrocarbons at the Site. The point of compliance for soil is defined as the area affected by petroleum hydrocarbons released from the Site into soil at concentrations above MTCA Method A cleanup levels, regardless of depth, to protect groundwater.

For groundwater, the point of compliance is the point where the groundwater cleanup levels must be attained for a Site to be in compliance with the cleanup standards. The groundwater standard point of compliance is established throughout the Site from the uppermost levels of the saturated zone extending vertically to the lowest most depth which could potentially be affected by the Site.

The extent of the Site includes the area containing soil and/or groundwater that have been impacted by the release from the Yakima Valley Transportation Co Trolley Barn Site.

2.3 Site Investigations and Remedial Activities

Petroleum contamination in soil was discovered during underground storage tank (UST) removals in 1990. A total of five USTs were located within different areas of the Site.

Site investigations reportedly began in 1991 during a property transfer evaluation, and were conducted again in 1993 during geotechnical investigations, and in 1996 during a Phase I environmental site assessment (ESA) at a property to the west of and adjacent to the Property (Shannon & Wilson, 1996). Two Phase II ESAs were conducted, the first in 1996 for the property adjacent to the Property to the west and the second in 2007 at the Site.

Ecology led soil and groundwater investigations conducted by GeoEngineers under the Eastern Washington Clean Sites Initiative. Soil sampling and monitoring well installation occurred in August 2014 (GeoEngineers, 2015). Ecology, with the assistance of GeoEngineers, analyzed shallow soil samples collected from throughout the Property in March 2015 for heavy metals, primarily lead and arsenic.

The City entered into an interagency agreement with Ecology in April 2015 to conduct an interim remedial action that occurred in June 2015 and is documented in the 2015 Interim Remedial Action Completion Report.

The 2015 interim action included pre-excavation soil characterization, and excavation and offsite disposal of contaminated soil and materials. Contaminated materials were disposed of offsite, including 110 tons classified as hazardous (based on toxicity characteristic leaching procedure (TCLP) analyses for heavy metals), and 465 tons of non-hazardous petroleum contaminated soil. An additional 1,123 tons of non-hazardous, non-petroleum contaminated soil were also disposed of offsite.

In situ enhanced bioremediation was conducted at a former UST basin. This included application of a Bioremediation Specialties product called AnoxEA™, an electron acceptor amendment used to oxidize and provide nutrient sources for the bacterial degradation of hydrocarbons. AnoxEA was received from the manufacturer in dry powder form, which was applied directly at the manufacturer's recommended rate on the base of excavation in the

former UST Basin. The product was lightly sprayed with water after it was applied for dust control purposes.

Most of the Properties was capped with 2 to 6 inches of gravel. The only exceptions were the thin strip east of the Trolley Barn, below immovable equipment, between rails or thin strips between rails, and east of the Powerhouse building. The gravel used was a crushed surfacing base course, 1¼-inch minus. Documentation was provided that it was from a clean source. A Site Management Plan was prepared, detailing operation and maintenance measures associated with the preservation of the cap, and an environmental covenant (EC) was recorded in March 2016 for the two parcels on which the Site is located. The EC prohibits disturbance of the gravel cap, existing buildings, and current or future paving on the Property, unless approved by Ecology.

2.4 Institutional Controls

Ecology determined that the Site would be eligible for a NFA determination if institutional controls were implemented in the form of a restrictive covenant. A restrictive covenant was recorded for the Site in 2016 and Ecology issued a NFA determination shortly thereafter. The restrictive covenant contained the following restrictions and requirements:

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

1. **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.
2. **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.
3. **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.
4. **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.

5. **Preservation of Reference Monuments.** Grantor shall make good faith effort to preserve any reference monuments and boundary markers used to define the aerial 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.
6. **Land Use.** The remedial action for the Property is based on a cleanup design for commercial property. As such, the Property shall be used in perpetuity only for commercial land uses as that term is defined in the rules promulgated under Chapter 70.105D RCW. Prohibited uses on the Property included but are not limited to residential uses, childcare facilities, K-12 public or private schools, parks, grazing of animals, and growing of food crops.
7. **Containment of Soil/Waste Materials.** The remedial action for the Property is based on containing contaminated soil under a cap consisting of 0.2 to 1 foot thick layer of gravel, pavement, and under existing structures and located as illustrated in Exhibit B. The primary purpose of this cap is to minimize the potential for contact with the 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 structures on the Property in any manner that would expose contaminated soil and waste materials, 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 structures illustrated in Exhibit B so that access to the underlying contamination is feasible, Ecology may require treatment or removal of the underlying contaminated soil and waste materials.

8. **Groundwater Use.** The groundwater in the area of the Property illustrated in Exhibit B remains contaminated and shall not be extracted for any purpose other than temporary construction dewatering, investigation, monitoring or remediation. Drilling of a well for any water supply purpose is strictly prohibited. Groundwater extracted within this area

for any purpose shall be considered potentially contaminated and any discharge of this water shall be done in accordance with state and federal law.

A copy of the Environmental Covenant is available as Appendix 6.3.

3.0 PERIODIC REVIEW

3.1 Effectiveness of completed cleanup actions

3.1.1 Direct Soil Contact

Based upon the Site visit conducted on March 22, 2021, the Site continues to operate as Electric Railway and Powerhouse Museums. Asphalt in parking areas appeared to be in good conditions, and no evidence of disturbance of compacted gravel surfaces was noted. This surface continues to eliminate direct contact exposure pathways (ingestion, contact) to contaminated soils. A photo log is available as Appendix 6.5.

3.1.2 Institutional Controls

Following the remedial actions, Ecology determined that the Site would be eligible for a No Further Action (NFA) determination if institutional controls were implemented in the form of a restrictive covenant. A restrictive covenant was recorded for the Site in 2016 and remains active. This restrictive covenant prohibits activities that will result in the release of contaminants contained as part of the cleanup without Ecology's approval, and prohibits any use of the property that is inconsistent with the Covenant. This restrictive covenant serves to ensure the long term integrity of the cap. There is no evidence that another instrument has been recorded that would limit the applicability or effectiveness of the environmental covenant.

3.2 New scientific information for individual hazardous substances for mixtures present at the Site

There is no new scientific information for the petroleum contaminants related to the Site.

3.3 New applicable state and federal laws for hazardous substances present at the Site

There are no new relevant laws that have been implemented since the NFA determination was issued in 2015 that impact decisions made at this Site.

3.4 Current and projected Site use

The Site is currently used for commercial purposes. There have been no changes in current or projected future Site or resource uses.

3.5 Availability and practicability of higher preference technologies

The remedy implemented included containment of hazardous substances, and it continues to be protective of human health and the environment. While higher preference cleanup technologies may be available, they are still not practicable at this Site.

3.6 Availability of improved analytical techniques to evaluate compliance with cleanup levels

The analytical methods used at the time of the remedial action were capable of detection below MTCA Method A cleanup levels. The presence of improved analytical techniques would not affect decisions or recommendations made for the Site.

4.0 CONCLUSIONS

- The cleanup actions completed at the Site appear to be protective of human health and the environment.
- Soil cleanup levels have not been met at the Site; however, the cleanup action is determined to comply with cleanup standards under WAC 173-340-740(6)(f), since the long-term integrity of the containment system is ensured and the requirements for containment technologies have been met.
- The environmental covenant for the property is in place and is expected to be effective in protecting public health and the environment from exposure to hazardous substances and protecting the integrity of the cleanup action.
- If the existing structures be removed or replaced, Ecology may require that contaminated soils beneath the Site be remediated.

Based on this periodic review, Ecology has determined the restrictions in the environmental covenant are being observed. No additional remedial actions are required by the property owner. It is the property owner's responsibility to continue to inspect the Site to assure that the integrity of the Site surface is maintained.

4.1 Next Review

The next review for the Site will be scheduled five years from the date of this periodic review. In the event that additional cleanup actions or institutional controls are required, the next periodic review will be scheduled five years from the completion of those activities.

5.0 REFERENCES

USPCI. *Site Assessment Report, Underground Storage Tank Closure at Union Pacific Railroad, Yakima Branch*. November 1990.

Shannon and Wilson, Inc. *Central Washington Comprehensive Mental Health, Phase II Environmental Site Assessment*. October 1996.

HWA Geosciences Inc. *Phase II Environmental Sites Assessment, Yakima Valley Transportation Company*. August 16, 2007.

GeoEngineers. *Soil and Groundwater Assessment Report, Trolley Barn*. February 16, 2015.

Maul Foster Alongi. *Interim Remedial Action Completion Report, Yakima Valley Transport Co Trolley Barn Site*. June 30, 2015.

Maul Foster Alongi. *Site Management Plan, Yakima Valley Transport Co Trolley Barn Site*. July 1, 2015.

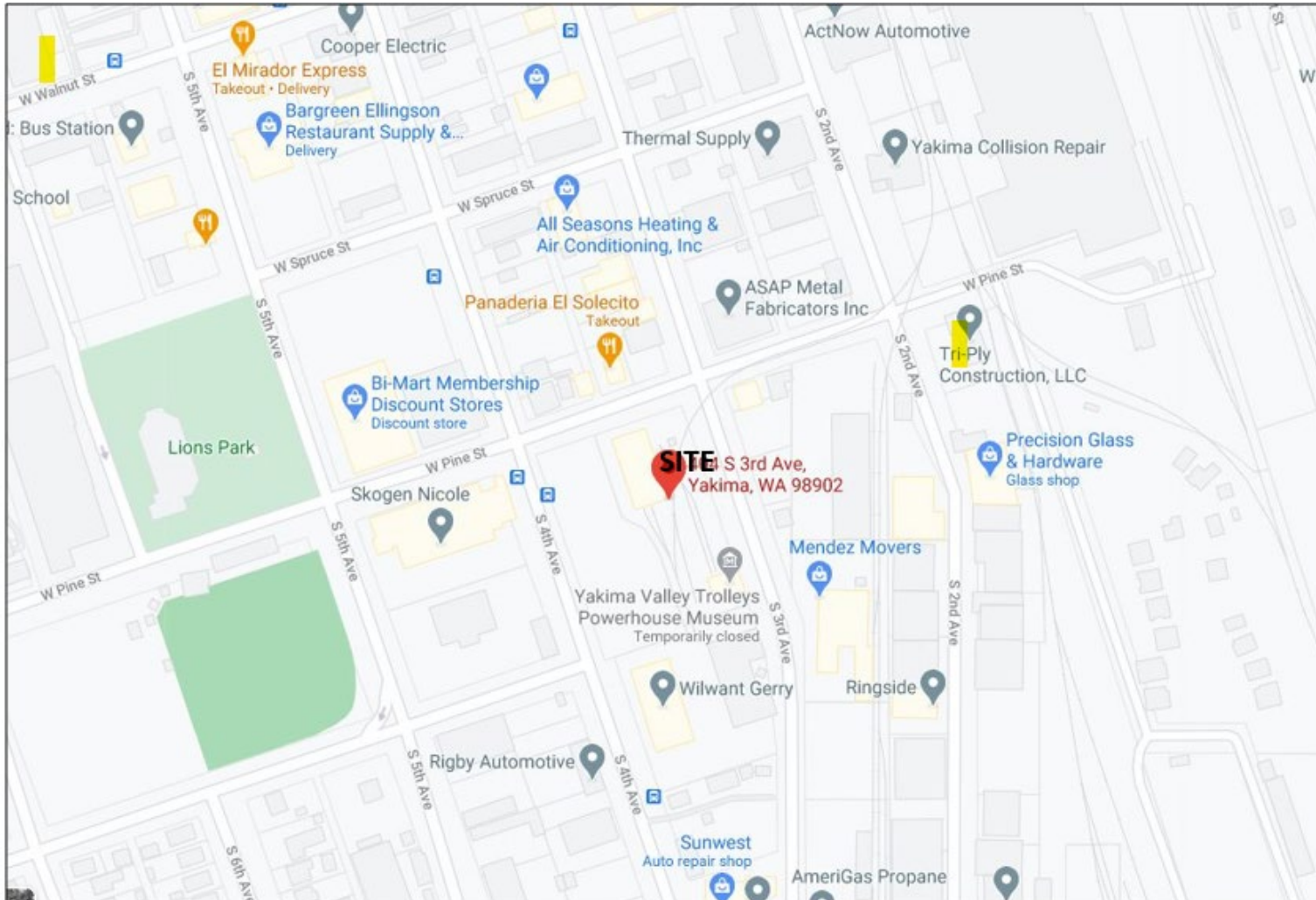
Ecology. *Environmental Covenant*. Recorded April 6, 2016.

Ecology. *No Further Action Determination for Yakima Valley Transportation Co Trolley Barn*. April 22, 2016.

Ecology. *Site Visit*. March 22, 2021.

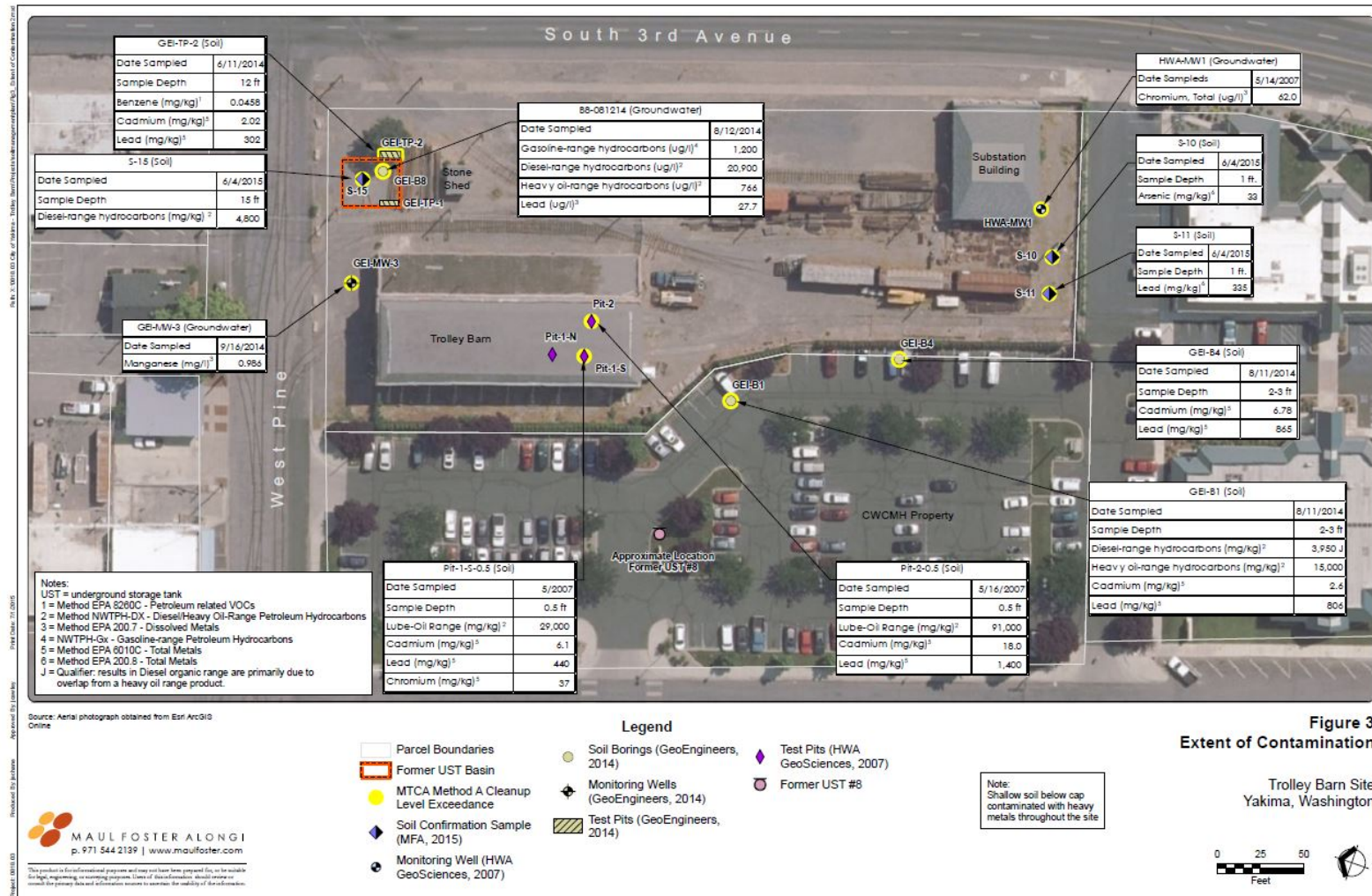
6.0 APPENDICES

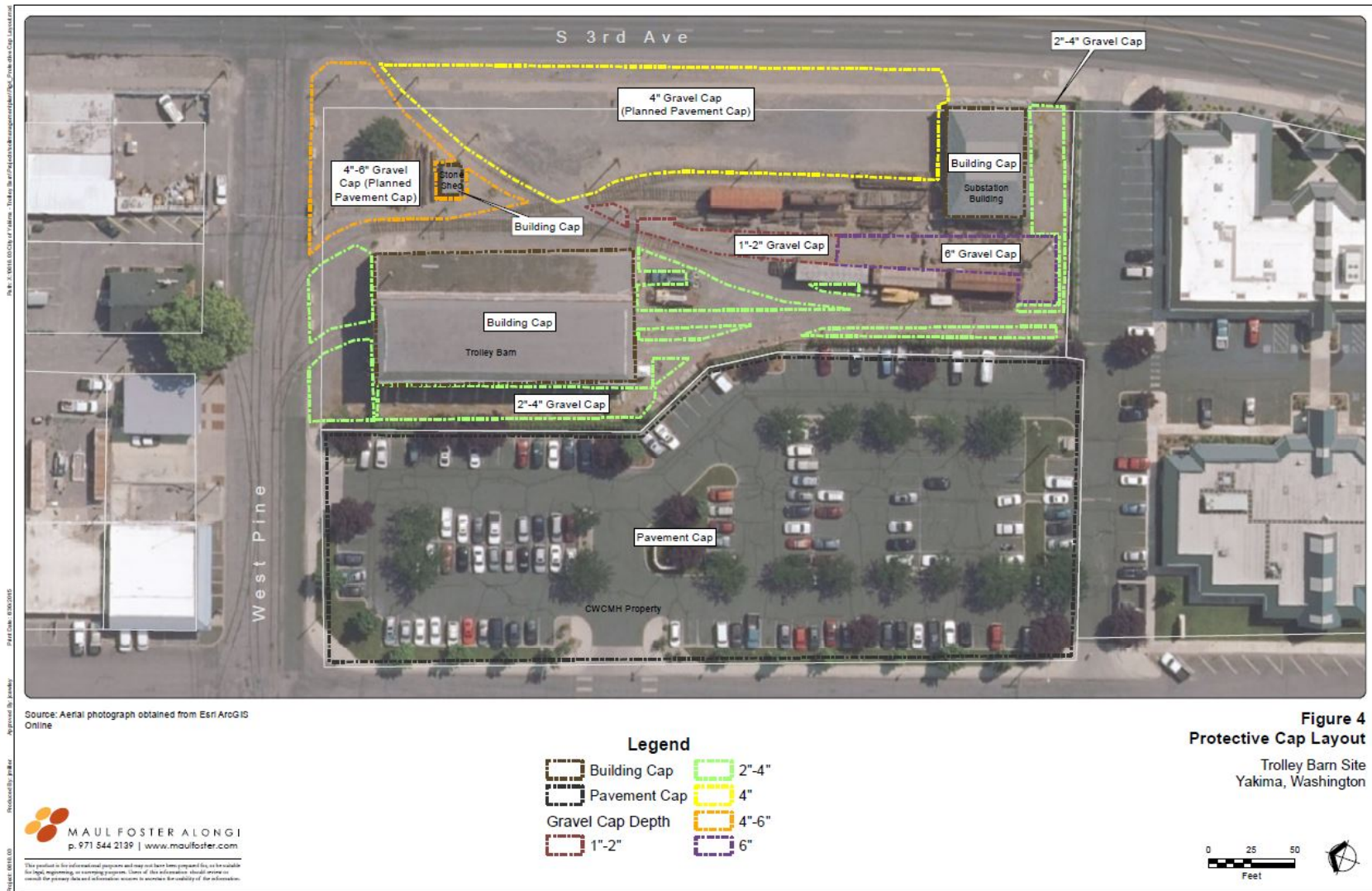
6.1 Vicinity Map



6.2 Site Plans







6.3 Environmental Covenant



Return Address
Matthew Durkee
Toxics Cleanup Program
Department of Ecology
1250 W. Alder Street
Union Gap, WA 98943

FILE# 7904902
YAKIMA COUNTY, WA
04/06/2016 03:12:09PM
COVENANT
PAGES: 11
DEPARTMENT OF ECOLOGY
Recording Fee: 83.00

Document 1 Title: Environmental Covenant

Reference #'s: _____
Additional reference #'s on page _____

Grantors:
City of Yakima

Additional grantors on page _____

Grantees:
State of Washington, Dept. of Ecology

additional grantees on page _____

Document 2 Title: _____

Reference #'s: _____
Additional reference #'s on page _____

Grantors:

Additional grantors on page _____

Grantees:

additional grantees on page _____

Legal Description (abbreviated form: i.e. lot, blk, plat or S,T,R quarter/quarter)
Block 255 Land's Addition to North Yakima (Yakima)

Additional legal is on page _____

Assessor's Property Tax Parcel/Account Number
181324-44465

☐ Emergency nonstandard document recording: I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature: _____

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 provided herein.

After Recording Return
Original Signed Covenant to:
Matthew Durkee
Toxics Cleanup Program
Department of Ecology
1250 W. Alder Street
Union Gap, Washington 98903-0009

Environmental Covenant

Grantor: City of Yakima, Washington
Grantee: State of Washington, Department of Ecology (hereafter "Ecology")
Brief Legal Description: See Exhibit A
Tax Parcel Nos.: Yakima County parcel no. 181324-44465
Cross Reference: Environmental Covenant for Yakima County parcel nos. 181324-44471 and 181324-44472

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 Yakima Valley Transportation Co. Trolley Barn site, Facility Site No. 9688850, Cleanup Site No. 2190. 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 remain on the Property:

Medium	Principal Contaminants Present
Soil	lead, arsenic, cadmium, benzene, toluene, carcinogenic polycyclic aromatic hydrocarbons, diesel range organics, and heavy oils
Groundwater	diesel range organics
Surface Water/Sediment	not applicable

- 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. This includes the following documents: Soil and Groundwater Assessment Report prepared by GeoEngineers dated February 16, 2015, the Interim Remedial

Action Completion Report prepared by Maul Foster & Alongi, Inc. dated June 30, 2015, and the Site Management Plan prepared by Maul Foster & Alongi, Inc. dated July 1, 2015.

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

The City of Yakima, as Grantor and fee simple 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. Land Use. The remedial action for the Property is based on a cleanup designed for commercial property. As such, the Property shall be used in perpetuity only for commercial land uses as that term is defined in the rules promulgated under Chapter 70.105D RCW. Prohibited uses on the Property include but are not limited to residential uses, childcare facilities, K-12 public or private schools, parks, grazing of animals, and growing of food crops.

b. Containment of Soil/Waste Materials. The remedial action for the Property is based on containing contaminated soil and waste materials under a cap consisting of 0.2 to 1 foot thick layer of gravel, pavement, and under existing structures and located as illustrated in Exhibit B. The primary purpose of this cap is to minimize the potential for contact with the 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 structures on the Property in any manner that would expose contaminated soil and waste materials, 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 structures illustrated in Exhibit B so that access to the underlying contamination is feasible, Ecology may require treatment or removal of the underlying contaminated soil and waste materials.

c. Groundwater Use. The groundwater beneath within the area of the Property illustrated in Exhibit B remains contaminated and shall not be extracted for any purpose other than temporary construction dewatering, investigation, monitoring or remediation. Drilling of a well for any water supply purpose is strictly prohibited. Groundwater extracted within this area for any purpose shall be considered potentially contaminated and any discharge of this water shall be done in accordance with state and federal law.

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 reasonable 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 _____ AND RECORDED WITH THE YAKIMA COUNTY AUDITOR UNDER 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.

City of Yakima City Manager 129 N. 2nd Street Yakima, WA 98901 (509) 575-6000	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 Olympia, WA 98504 – 7600 (360) 407-6000 ToxicsCleanupProgramHQ@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.
- c.** By signing this agreement, per RCW 64.70.100, the original signatories to this agreement, other than Ecology, agree to waive all rights to sign amendments to and termination of this Covenant.

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 holds the title to the Property and has authority to execute this Covenant.

EXECUTED this 25th day of March, 2016.

CITY OF YAKIMA, WASHINGTON

Jeff Cutter

by: Jeff Cutter

Title: City Manager

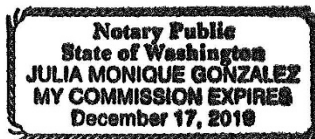
CITY CONTRACT NO. 2016-064
RESOLUTION NO. 8-2015-046

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF Washington

COUNTY OF Yakima

On this 25th day of March, 2016, I certify that Jeff Cutter personally appeared before me, acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument, and acknowledged it as the City Manager of the City of Yakima, Washington to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.



Julia Monique Gonzalez
Notary Public in and for the State of Washington

Residing at Yakima, WA

My appointment expires Dec-17, 2019

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

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Valerie Bound

by: Valerie Bound

Title: Section Manager

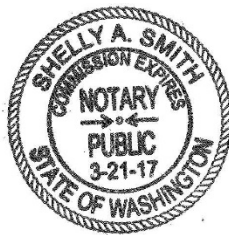
Dated: 4/6/16

STATE ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF YAKIMA

On this 6 day of April, 2016, I certify that Valerie Bound personally appeared before me, acknowledged that she is the Washington State Department of Ecology Central Region Toxics Cleanup Program Section Manager 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 she was authorized to execute said instrument for said state agency.

Shelly A. Smith (Shelly A. Smith)
Notary Public in and for the State of Washington



Residing at YAKIMA WA

My appointment expires 3-21-2017

Exhibit A

LEGAL DESCRIPTION

Parcel 181324-44465 Legal Description

The land referred to herein is situated in the State of Washington, County of Yakima, City of Yakima, and described as follows:

All that portion of Block 255, Lund's Addition to North Yakima (now Yakima), according to the Official Plat thereof recorded in Volume "A" of Plats, Page 103, records of Yakima County, Washington,

AND the vacated Alley in said Block,

AND all that portion of Lots 1 and 2 of that certain Short Plat recorded under Auditor's File No. 7385120, records of Yakima County, Washington, described as follows:

Beginning at the Northeast corner of said Block 255;

thence South 71° 23' 15" West along the North line thereof 187.00 feet;

thence South 18° 37' 15" East, parallel with the East line of said Block 255, a distance of 177.00 feet; thence South 63° 37' 15" East 51.00 feet;

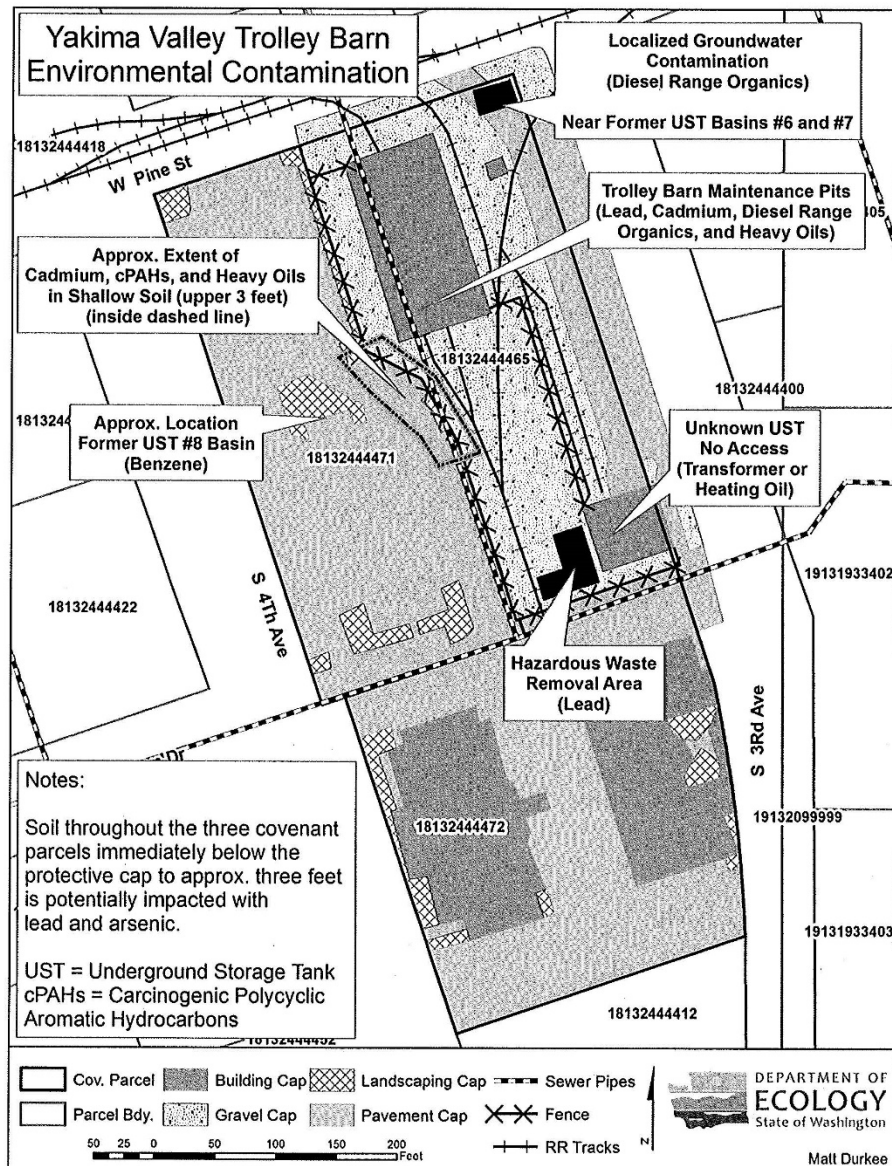
thence South 30° 43' 49" East 59.50 feet;

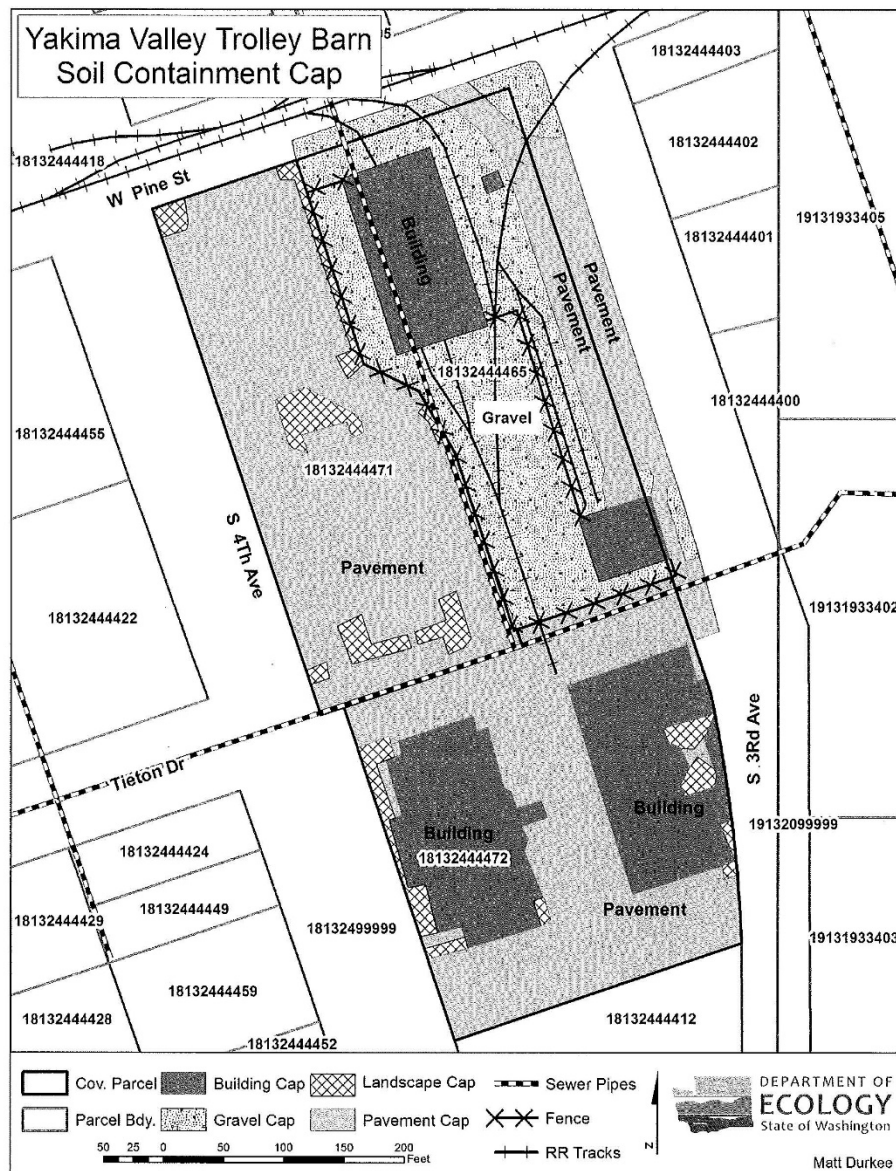
thence South 18° 37' 15" East 153.76 feet to the point of intersection with a line that is 25 feet Southerly of a measured at right angles to and parallel with the Southerly line of said Block 225;

thence North 18° 37' 15" West, along last said East line to the point of beginning.

Exhibit B

PROPERTY MAPS
ILLUSTRATING LOCATIONS OF RESIDUAL CONTAMINATION AND RESTRICTIONS





6.4 Photo Log

Photo 1: View of parking area - from the north



Photo 2: View of the trolley barn - from the northeast



Photo 3: View of the trolley barn – from the southeast



Photo 4: View of substation building – from the east



Photo 5: View of east side of substation building - from the north



Photo 6: View of southeast corner of substation building – from the north



Photo 7: View of yard behind substation building - from the east



Photo 8: View of northwest corner of substation building– from the east

