

After Recording Return
Original Signed Covenant to:
Ted M. Uecker
Toxics Cleanup Program
Department of Ecology
4601 N. Monroe Street
Spokane, WA 99205

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Rec Fee: \$217.50 Page 1 of 15
Covenant INGEO SYSTEMS INC
Spokane County Washington eRecorded

Environmental Covenant

Grantor: Avista Corporation
Grantee: State of Washington, Department of Ecology (hereafter "Ecology")
Brief Legal Description: PTN OF BLOCK 3 AND ALL OF BLKS 14, 15, ROSS PK, VOL. "A", P. 141 AND PTN OF LOTS 3, 4, 5, 6, 7, & 8, THE SUBDIVISION OF BLOCK 4, ROSS PK, VOL. "E", P. 63 AND LOTS 1, 2, 3, 4, 5, 6, & 7, BLOCK 1, & LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 & 14, BLOCK 2, ROBERT'S SUB OF BLOCK 16, ROSS PK, VOL. "K", P. 35; PTN LOTS 1 & 6, AND ALL OF LOTS 2, 3, 4, & 5, FORESTER'S SUB. OF BLOCK 17, ROSS PK, VOL. "B", P. 3, PTN OF LOTS 17 & 18, ROSS SUB OF BLOCK 18, ROSS PK, VOL. "B", p. 2
Tax Parcel No.: 35093.2006
Cross Reference: N/A

RECITALS

- a. This document is an environmental (restrictive) covenant (hereafter "Covenant") executed pursuant to the Model Toxics Control Act ("MTCA"), chapter 70A.305 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 Avista Corp Spokane Service Center. 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	Diesel- and oil-range petroleum hydrocarbons, polycyclic aromatic hydrocarbons (PAHs)

These contaminants are located in soil at depths ranging from 15 to 24 feet below ground surface in the area shown on Exhibit C as “Geosynthetic Liner Footprint,” which is legally described in Exhibit D (the “Restricted Area”). Diesel-range petroleum hydrocarbons are present in the Restricted Area at concentrations of 2,100 to 6,800 milligrams per kilogram (mg/kg); oil-range petroleum hydrocarbons are present at concentrations of 2,600 to 25,000 mg/kg; and PAHs are present with a toxic equivalency of 0.386 to 0.396 mg/kg. These contaminants are contained beneath a low-density polyethylene liner (cap) installed between 6 and 8.5 feet below ground surface. Clean imported sand and soil backfill occur from the liner depth to the current surface grade.

Stormwater that infiltrates above the cap is diverted to a drainage pipe that conveys the water to a manhole connected to a stormwater infiltration basin on the Property, as shown on Exhibit C.

d. It is the purpose of this Covenant to restrict certain activities and uses of the Restricted Area 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, including the following:

1. Spokane Environmental Solutions, Quarterly Groundwater Monitoring Report- February 2021, February 22, 2021.
2. Spokane Environmental Solutions, Quarterly Groundwater Monitoring Report- October 2020, November 24, 2020.
3. Spokane Environmental Solutions, Quarterly Groundwater Monitoring Report- July 2020, August 12, 2020.
4. GeoEngineers, Inc., CSID No. 3512 Avista Service Center Garage Liner Repair and Groundwater Monitoring Report, February 14, 2020.
5. GeoEngineers, Inc., CSID No. 3512 Monitoring Well Installation and July 31, 2019 Groundwater Monitoring Report, September 13, 2019.
6. GeoEngineers, Inc., CSID No. 3512 Revised Avista Service Center Garage Remedial Action, August 9, 2019.

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

Avista Corporation, 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 Restricted Area:

- a. **Interference with Remedial Action.** The Grantor shall not engage in any activity on the Restricted Area 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 Restricted Area 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 in the Restricted Area.
- c. **Continued Compliance Required.** Grantor shall not convey any interest in any portion of the Restricted Area 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 Restricted Area to uses and activities consistent with this Covenant and notify all lessees of the restrictions on the use of the Restricted Area.
- 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.

- a. **Land use.** The remedial action for the Property is based on a cleanup designed for industrial property. As such, the Property shall be used in perpetuity only for industrial uses, as that term is defined in the rules promulgated under Chapter 70A.305 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, growing of food crops, and non-industrial commercial uses.
- b. **Containment of soil.** The remedial action for the Property is based on containing contaminated soil under a cap consisting of 40-mil-thick linear low-density polyethylene (LLDPE)

geosynthetic liner, with a layer of Mirafi 180N geotextile fabric beneath and over the geosynthetic. Clean imported backfill occurs from the liner depth of 6-8.5 feet below grade to the current surface grade. The cap is located as shown in Exhibit C. The primary purpose of this cap is to prevent direct contact with contaminated soils, and delineate the residual impacted soil from the clean native soil. The secondary purpose of the cap is to reduce the potential for remaining contamination in soil to leach to groundwater.

The following restrictions shall apply within the Restricted Area:

Any activity 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. Ecology acknowledges that Grantor intends in the future to seek Ecology's approval to construct a building over the cap. The Grantor shall report to Ecology within forty-eight (48) hours of the discovery of any damage to the cap. The Grantor shall repair any damage to the cap in accordance with the Avista Service Center Garage Operation and Maintenance Plan (GeoEngineers, 2021) and any future amendments approved in writing by Ecology ("Plan").

c. Inspection, Operation and Maintenance. The Grantor covenants and agrees that it shall inspect and maintain the cap, drainage pipe, manhole, and stormwater infiltration basin in accordance with the Plan. Grantor also shall report to Ecology its observations from the inspections in accordance with the Plan.

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 within the Restricted Area, 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 SPOKANE 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.

Darrell Soyars Environmental Compliance Manager Avista Corporation 1411 East Mission Avenue, MSC-21 Spokane, WA 99220 (509) 495-2860 darrell.soyars@avistacorp.com	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program 4601 North Monroe Street Spokane, WA 99205
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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 Restricted Area 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.

[SIGNATURES ON FOLLOWING PAGE]

The undersigned warrants that Grantor Avista Corporation holds the title to the Property and that he/she has authority to execute this Covenant.

EXECUTED this 28th day of MARCH, 2022

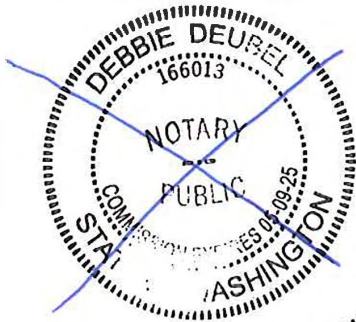
AVISTA CORPORATION

By: [Signature]
Name: BRUCE F HOWARD
Title: SR. DIR., REGULATORY AFFAIRS

CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON }
COUNTY OF SPOKANE } ss.

On this 28th day of March, 2022, I certify that Bruce Howard personally appeared before me, acknowledged that he/she is the SR Director, RE + ENV AFFAIRS of the corporation that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument for said corporation.



Debbie Deubel
Notary Public in and for the State of Washington
Residing at Spokane County
My appointment expires 03-09-25



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

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

By: Kathleen L. Falconer
Name: KATHLEEN L. FALCONER
Title: SECTION MANAGER TOXICS Cleanup Program
Date: April 13, 2022

STATE ACKNOWLEDGMENT

STATE OF WASHINGTON }
COUNTY OF Spokane } ss.

On this 13th day of April, 2022, I certify that Kathleen Falconer personally appeared before me, acknowledged that he/she is the section manager for Toxic Cleanup Program 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.



Amanda Hiebert
Notary Public in and for the State of Washington
Residing at 11008 E. Jackson Ave. Spokane, WA 99207
My appointment expires 1-26-2026

Exhibit A

LEGAL DESCRIPTION OF PROPERTY

Those portions of the following:

Part of Block 3 and all of Blocks 14, 15, all in Ross Park, according to plat recorded in Volume "A" of Plats, Page 141;

ALSO part of Lots 3, 4, 5, 6, 7 and 8, The Subdivision Of Block 4, Ross Park, according to plat recorded in Volume "E" of Plats, Page 63;

ALSO Lots 1, 2, 3, 4, 5, 6 and 7, Block 1, and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, Block 2, Robert's Subdivision of Block 16, Ross Park, according to plat recorded in Volume "K" of Plats, Page 35;

ALSO part of Lots 1 and 6, and all of Lots 2, 3, 4 and 5 and the unnumbered portion lying Northeasterly of said Lots 3 and 4, Forster's Subdivision of Block 17, Ross Park, according to plat recorded in Volume "B" of Plats, Page 3;

ALSO part of Lots 17 and 18, Ross Subdivision of Block 18, Ross Park, according to plat recorded in Volume "B" of Plats, Page 2;

TOGETHER WITH part of vacated Lark Street lying adjacent to Ross Subdivision of Block 18, Ross Park;

TOGETHER WITH part of vacated Short Street lying within Forster's Subdivision of Block 17, Ross Park;

TOGETHER WITH vacated Vine Court lying within Robert's Subdivision of Block 16, Ross Park;

TOGETHER WITH part of vacated North Crescent Avenue lying South of New North Crescent Avenue;

TOGETHER WITH vacated Vine Street lying Southwesterly and adjoining Block 15, Ross Park;

TOGETHER WITH a part of the vacated alley and vacated Vine Street lying within the subdivision of Block 4, Ross Park, in the City of Spokane, Spokane County, Washington, being within the following described parcel:

Beginning at the most Easterly comer of said Block 14, Ross Park, a point on the Westerly line of Upriver Drive; thence South 44°49'11" West, along the Southeasterly line of Block 14, a distance of 303.58 feet (302 feet record); thence South 37°58'53" West, along the Southeasterly line of Block 15, a distance of 332.06 feet (332 feet record); thence South 31°05'31" West, along the Southeasterly line of Block 16, a distance of 332.15 feet (332 feet record); thence South 24°27'17" West, along the Southeasterly line of Block 17, a distance of 283.36 feet to the beginning of a

192.27 foot radius curve to the right; thence along said curve through a central angle of $24^{\circ}48'36''$ a distance of 83.26 feet; thence South $49^{\circ}15'58''$ West, a distance of 70.0 feet; thence leaving the Westerly line of Upriver Drive North $2^{\circ}29'24''$ East, a distance of 71.15 feet to the beginning of a 100.00 foot radius curve to the left; thence along said curve through a central angle of $66^{\circ}39'08''$ a distance of 116.33 feet; thence North $64^{\circ}09'43''$ West, a distance of 148.83 feet to the beginning of a 288.18 foot radius curve to the left; thence along said curve through a central angle of $25^{\circ}50'38''$ a distance of 129.99 feet to a point on the Easterly line of Perry Street; thence along the East line of Perry Street North $0^{\circ}00'21''$ West, a distance of 836.08 feet to a point on the South line of relocated North Crescent Avenue; thence along relocated North Crescent Avenue North $89^{\circ}54'10''$ East, a distance of 81.58 feet (82 feet record) to the beginning of a 746.30 foot radius curve to the left; thence along said curve through a central angle of $45^{\circ}05'00''$, a distance of 587.23 feet; thence North $44^{\circ}49'11''$ East, a distance of 260.21 feet to the most Northerly comer of said Block 14; thence South $41^{\circ}46'22''$ East, along Block 14, a distance of 494.69 feet (495 feet record) to the Point of Beginning.

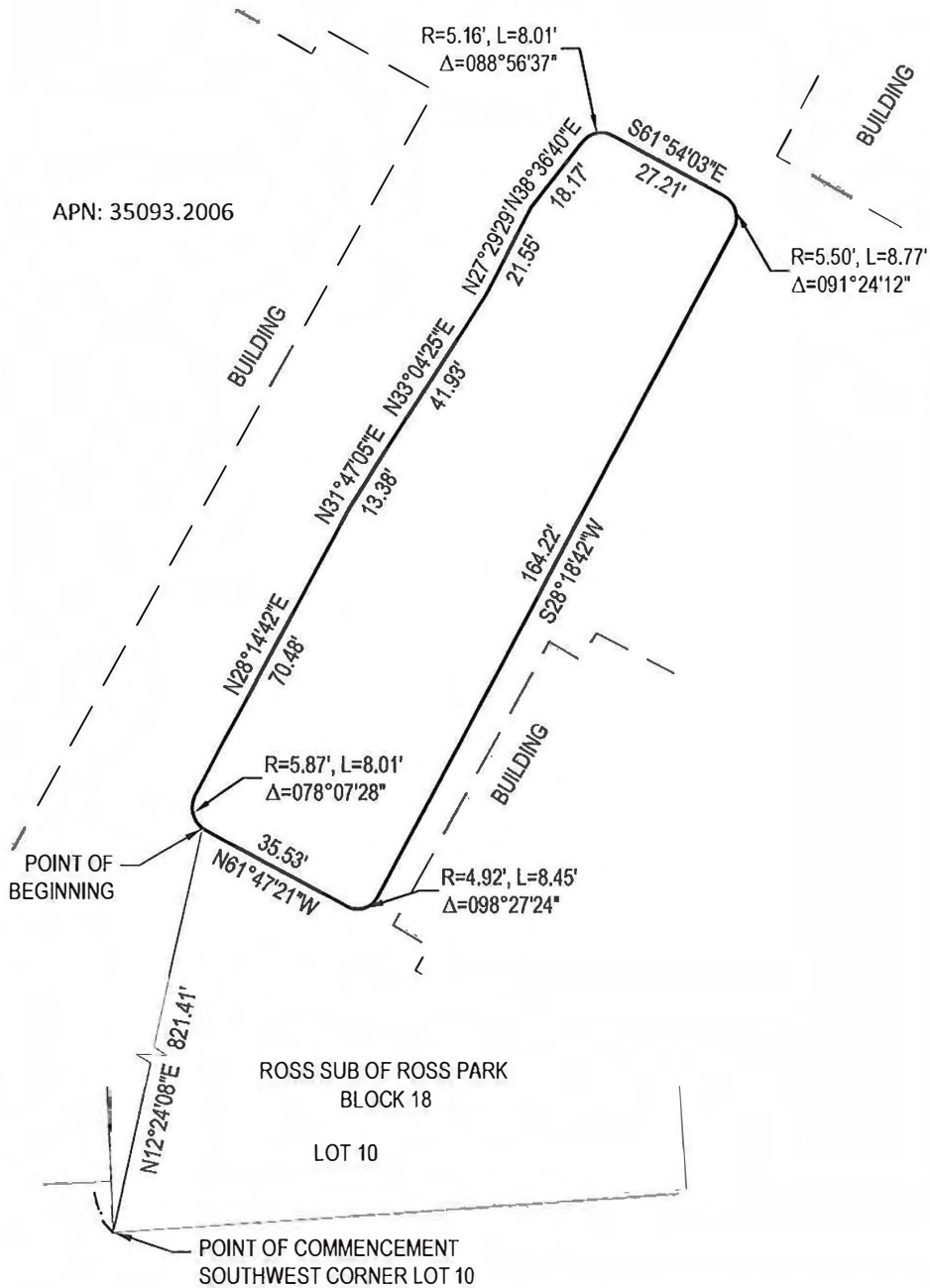
Exhibit B
PROPERTY MAP

EXHIBIT "B"



SCALE: 1"=40'

APN: 35093.2006




 <p>10 N. Post Street, Suite 500 Spokane, WA 99201 ph 509.328.2994 www.coffman.com</p>	LOCATION: AVISTA GEO LINER	PROJECT NO. 211412
	CLIENT: GEOENGINEERS	DATE: 12/21/21

Exhibit C

MAP ILLUSTRATING LOCATION OF RESTRICTIONS

EXHIBIT "C"



SCALE: N.T.S



 **COFFMAN ENGINEERS**
10 N. Post Street, Suite 500
Spokane, WA 99201
ph 509.328.2994
www.coffman.com

LOCATION:
AVISTA GEO LINER

CLIENT:
GEOENGINEERS

DATE:
12/21/21

PROJECT NO.
211412

SHEET NO:
1 OF 1

Exhibit D

LEGAL DESCRIPTION OF AREA SUBJECT TO RESTRICTIONS

A portion of land in the Southwest corner of Section 9, Township 25 North, Range 43 East, Willamette Meridian City of Spokane, Spokane County, Washington being more particularly described as follows:

COMMENCING at the Southwest corner of Lot 10 in Ross Subdivision of Block 18 Per Plat Recorded in Volume B of Plats Page 2, the west line of said Block 18 has a bearing of North 2°28'59" West; Thence North 12°24'08" East a distance of 821.41 feet to the POINT OF BEGINNING.

Thence in a northerly direction with a non-tangent curve turning to the right with a radius of 5.87 feet, a chord bearing of North 12°39'10" West, a chord distance of 7.40 feet, a central angle of 78°07'28" and an arc length of 8.01 feet; thence North 28°14'42" East a distance of 70.48 feet; thence North 31°47'05" East a distance of 13.38 feet; thence North 33°04'25" East a distance of 41.93 feet; thence North 27°29'29" East a distance of 21.55 feet; thence North 38°36'40" East a distance of 18.17 feet; thence in a easterly direction with a nontangent curve turning to the right with a radius of 5.16 feet, a chord bearing of North 78°36'42" East, a chord distance of 7.23 feet, a central angle of 88°56'37" and an arc length of 8.01 feet; thence South 61°54'03" East a distance of 27.21 feet; thence in a southerly direction with a non-tangent curve turning to the right with a radius of 5.50 feet, a chord bearing of South 16°12'46" East, a chord distance of 7.87 feet, a central angle of 91°24'12" and an arc length of 8.77 feet; thence South 28°18'42" West a distance of 164.22 feet thence in a westerly direction with a non-tangent curve turning to the right with a radius of 4.92 feet, a chord bearing of South 71°02'21" West, a chord distance of 7.45 feet, a central angle of 98°27'24" and an arc length of 8.45 feet; thence North 61°47'21" West a distance of 35.53 feet to the POINT OF BEGINNING.

Containing ± 7616.13 S.F. of land more or less