



STATE OF WASHINGTON  
**DEPARTMENT OF ECOLOGY**

Eastern Region Office

4601 North Monroe St., Spokane, WA 99205-1295 • 509-329-3400

April 21, 2023

Berry Ellison  
City of Spokane  
808 West. Spokane Falls Boulevard  
Spokane, WA 99201

**Re: No Further Action opinion for the following contaminated Site**

Site name: Riverfront Park Spokane  
Site address: 507 N Howard St, Spokane, WA 99201  
Facility/Site ID: 11445  
Cleanup Site ID: 13026  
VCP Project No.: EA0318

Dear Berry Ellison:

The Washington State Department of Ecology (Ecology) received your request for an opinion regarding the sufficiency of your independent cleanup of the Riverfront Park Spokane facility (Site) under the Voluntary Cleanup Program (VCP).<sup>1</sup> This letter provides our opinion and analysis. We are providing this opinion under the authority of the Model Toxics Control Act (MTCA), Chapter [70A.305](https://leg.wa.gov/RCW/default.aspx?cite=70A.305) RCW.<sup>2</sup>

## Opinion

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

This opinion depends on the continued performance and effectiveness of the post-cleanup controls and monitoring specified in this letter and in the environmental covenant in Enclosure A.

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<sup>1</sup> <https://ecology.wa.gov/Spills-Cleanup/Contamination-cleanup/Voluntary-Cleanup-Program>

<sup>2</sup> <https://app.leg.wa.gov/RCW/default.aspx?cite=70A.305>

Ecology bases this opinion on an analysis of whether the remedial action meets the substantive requirements of MTCA and its implementing regulations, which are specified in Chapter 70A.305 RCW and Chapter [173-340](#) WAC<sup>3</sup> (collectively called “MTCA”).

## Site Description

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(s):

- Petroleum hydrocarbons, polycyclic aromatic hydrocarbons, and metals in soil

Enclosure B includes site maps.

Please note that releases from multiple sites can affect a parcel of real property. At this time, Ecology has no information that other sites affect the parcel(s) associated with this Site.

## Basis for the Opinion

Ecology bases this opinion on information in the following documents:

- GeoEngineers, Inc. *Riverfront Park Revitalization – North Bank* memorandum, January 14, 2020.
- GeoEngineers, Inc. *Riverfront Park Revitalization – North Bank* memorandum, September 10, 2019.
- GeoEngineers, Inc. *Riverfront Park Soil Management – Soil Placement on North Bank Property* memorandum, February 7, 2017.
- GeoEngineers, Inc. *Geotechnical Engineering Evaluation and Environmental Site Assessment, Riverfront Park Loeff Carousel*, June 24, 2016.
- GeoEngineers, Inc. *Geotechnical Engineering Evaluation and Environmental Site Assessment, Riverfront Park Ice Ribbon and Skyride Facility*, January 7, 2016.
- GeoEngineers, Inc. *Phase II Assessment Report, Riverfront Park*, November 28, 2016.
- GeoEngineers, Inc. *Soil Management Plan - Riverfront Park Redevelopment, May 25, 2016*

You can request these documents by filing a [records request](#).<sup>4</sup> For help making a request, contact the Public Records Officer at [recordsofficer@ecy.wa.gov](mailto:recordsofficer@ecy.wa.gov) or call (360) 407-6040. Before making a request, check if the documents are available on the [Site webpage](#).<sup>5</sup>

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<sup>3</sup> <https://apps.leg.wa.gov/WAC/default.aspx?cite=173-340>

<sup>4</sup> <https://ecology.wa.gov/About-us/Accountability-transparency/Public-records-requests>

<sup>5</sup> <https://apps.ecology.wa.gov/cleanupsearch/site/13026>

## Analysis of the Cleanup

Ecology has concluded that no further remedial action is necessary to clean up contamination at the Site. Ecology bases its conclusion on the following analysis:

### Characterizing the Site

Ecology has determined your completed Site characterization is sufficient for setting cleanup standards and selecting a cleanup action. Enclosure B shows sampling areas and results.

Sufficient sample numbers, depths, locations, and lab analyses were completed for the historic releases associated with the former industrial and railyard uses of the Site.

### Setting cleanup standards

Ecology has determined the cleanup levels and points of compliance you set for the Site meet the substantive requirements of MTCA.

Cleanup levels for soil were established using MTCA Method A and are based on direct contact and protection of groundwater. The land use is classified as unrestricted. The cleanup levels are as follows:

- Arsenic: 20 mg/kg
- Cadmium: 2 mg/kg
- Lead: 250 mg/kg
- cPAHs (based on benzo(a)pyrene): 0.1 mg/kg
- TPH – diesel: 2,000 mg/kg
- TPH – heavy oil: 200 mg/kg

The point of compliance for soil is throughout soils at the Site; this is the standard point of compliance.

### Selecting the cleanup action

Ecology has determined the cleanup action you selected for the Site meets the substantive requirements of MTCA.

- Contaminated soil stockpiled from other areas of the Site, in combination with contaminated soil from the North Bank property, will be managed on the North Bank property to the extent possible (Enclosure B). These soils are proposed to be used for site preparation, grading, and other activities consistent with the requirements of the approved Soil Management Plan.
- Excess contaminated soil that can't be managed on the North Bank property will be used on a neighboring parcel (otherwise referred to as the SportsPlex property located on the north part of the North Bank property and immediately north of Cataldo Ave, parcel number 35181.4206) for site preparation, grading, and other activities consistent

with the requirements of the approved Soil Management Plan.

- Excess contaminated soil that can't be managed on either of the above properties will be disposed off-site at the Graham Road Facility.
- Contaminated soils will not be used for stormwater infiltration infrastructure.

## **Implementing the cleanup action**

Ecology has determined your cleanup meets the standards set for the Site. This determination depends on the continued performance and effectiveness of the post-cleanup controls and monitoring specified in this letter.

Soil cleanup occurred at areas of the property shown in Enclosure B. Cleanup was completed consistent with original plans, as described in the above section. Approximately 6,150 tons of contaminated soils were excavated and disposed off-site. Approximately 25,500 cubic yards of contaminated soils were capped on-site in the Pavilion area. Areas that receive stormwater do not contain soils that exceed site cleanup levels. Compliance with cleanup standards was determined through sampling of excavations consistent with the Ecology-approved Soil Management Plan.

An environmental covenant was filed for the Site which limits uses consistent with its terms and allows for appropriate conditioned uses. The environmental covenant is included in Enclosure A.

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

Post-cleanup controls and monitoring are remedial actions performed to ensure compliance with cleanup standards. Ecology is issuing this No Further Action opinion based on the continued performance and effectiveness of the following post-cleanup remedial actions at the Site. Ecology may rescind this opinion if these remedial actions are not performed or do not effectively maintain the cleanup standards.

## **Compliance with institutional controls**

Institutional controls prohibit or limit activities that may interfere with the integrity of engineering controls or result in exposure to contamination. The following site-specific institutional controls are needed at the Site:

- Restrict land use to purposes and activities consistent with the continued operation and maintenance of the remedial actions
- Protect and maintain the soil cap to ensure containment of contaminated soil
- Maintain stormwater controls to minimize infiltration through contaminated soil
- Provide reasonable access to Ecology to evaluate the continued effectiveness of the remedial actions and enforce compliance with institutional controls

- Perform expressly permitted activities consistent with the terms of the environmental covenant

To implement the controls, you recorded an environmental covenant on the following parcels of real property in Spokane County:

- 35184.0069
- 35185.0041
- 35185.0076
- 35185.0077
- 35181.0032
- 35181.4237
- 35183.0057
- 35183.0065
- 35183.1422
- 35183.1423
- 35183.1434
- 35183.1435
- 35183.1437

Ecology approved the recorded environmental covenant (see Enclosure A). To amend or terminate the covenant, you must request additional review under the VCP.

### **Operation and maintenance of engineering controls**

Engineering controls prevent or limit movement of, or exposure to, contamination. The Site needs the following engineering controls:

- Soil cap
- Stormwater drainage and infiltration controls

### **Periodic review of post-cleanup conditions**

Ecology will conduct periodic reviews of post-cleanup conditions at the Site to evaluate if they remain protective of human health and the environment. Based on a periodic review, if Ecology determines the Site needs further remedial action, Ecology will rescind this opinion.

### **Listing of the Site**

Based on this opinion, Ecology will update the Site status on the Confirmed and Suspected Contaminated Sites List.

### **Limitations of the Opinion**

#### **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 [70A.305.040](#)(4).<sup>6</sup>

### 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. This opinion does not determine if the action you performed is substantially equivalent. Courts make that determination. See RCW [70A.305.080](#)<sup>7</sup> and WAC [173-340-545](#).<sup>8</sup>

### 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 [70A.305.170](#)(6).<sup>9</sup>

### Termination of Agreement

Thank you for cleaning up the Site under the VCP. This opinion terminates the VCP Agreement governing VCP Project No. EA0318.

### Questions

If you have any questions about this opinion or the termination of the Agreement, please contact me by phone at 509/724-1205 or email at [sandra.treccani@ecy.wa.gov](mailto:sandra.treccani@ecy.wa.gov).

Sincerely,



Sandra Treccani  
Eastern Regional Office, Toxics Cleanup Program

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Enclosures (2):       A – Environmental Covenant for Institutional Controls  
                              B – Site Diagrams

cc:     Bruce Williams, GeoEngineers  
       Nicholas Acklam, Ecology *NA*  
       Fiscal, VCP Fiscal Analyst (w/o encl)  
       TCP, Operating Budget Analyst (w/o encl)

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<sup>6</sup> <https://app.leg.wa.gov/RCW/default.aspx?cite=70A.305.040>

<sup>7</sup> <https://app.leg.wa.gov/RCW/default.aspx?cite=70A.305.080>

<sup>8</sup> <https://apps.leg.wa.gov/WAC/default.aspx?cite=173-340-545>

<sup>9</sup> <https://app.leg.wa.gov/RCW/default.aspx?cite=70A.305.170>

## Enclosure A

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Environmental Covenant for Institutional Controls

After Recording Return  
Original Signed Covenant to:  
Sandra Treccani  
Toxics Cleanup Program  
Department of Ecology  
4601 N Monroe  
Spokane, WA 99205

## Environmental Covenant

**Grantor:** City of Spokane, a Washington municipal corporation

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

**Brief Legal Description:** AN AREA COMPRISED OF 13 TAX PARCELS LYG IN PTNS OF THE NE1/4 AND SE1/4 AND SW1/4 OF S18 T25N R43E, W.M., as further described in Exhibit A and depicted in Exhibits B & C.

**Tax Parcel Nos.:** 35184.0069; 35185.0041; 35185.0076; 35185.0077; 35181.0032, 35181.4237; 35183.0057; 35183.0065; 35183.1422; 35183.1423; 35183.1434; 35183.1435; 35183.1437

### 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 Riverfront Park Spokane, Facility Site ID 11445, Cleanup Site ID 13026. 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	Arsenic, lead, polycyclic aromatic hydrocarbons, diesel
Groundwater	none
Surface Water/Sediment	none

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:

- Riverfront Park Soil Management Plan, Revision 1 GeoEngineers, May 4 2017
- Riverfront Park Revitalization – Pavilion Construction and Soil Reuse Memo, GeoEngineers, May 3 2018
- Riverfront Park Revitalization – North Bank, GeoEngineers, December 18, 2019
- Riverfront Park Revitalization – North Bank, GeoEngineers, January 14, 2020
- 2016 and 2017 Riverfront Park Soil Management Report, GeoEngineers, July 13 2018
- 2018 Riverfront Park Soil Management Report, GeoEngineers, June 7 2019
- 2019 Riverfront Park Soil Management Report, GeoEngineers, May 4 2020
- 2020 Riverfront Park Soil Management Report, GeoEngineers, December 14 2020

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

City of Spokane, 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 soil disturbing 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 soil contamination remaining on the Property.

**c. Expressly Permitted Activities.** Activities expressly permitted by Exhibit D are not considered to interfere with the remedial action, to threaten protection of human health or the environment, or to be inconsistent with this Covenant. However, inclusion of an activity in Exhibit D does not constitute approval for any environmental permits, approvals, or orders that may be necessary for activities on the Property.

**d. 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. Grantor shall continue to improve soil conditions with appropriate protections in areas not addressed by this remedial action, as opportunities arise.

**e. 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. For the purposes of this Covenant, lease does not include temporary use of any portion of the property for services and event permits.

**f. 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.**

**Public Park:** The remedial action for the Property is based on a cleanup designed for a public park. As such, the Property shall be used in perpetuity only for a public park and all uses the Grantor deems to be incidental to such use. Prohibited uses on the Property include but are not limited to residential uses, childcare facilities, K-12 public or private schools, 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 under various caps consisting of either a minimum of 12" of clean soil and vegetation, impervious material such as concrete or asphalt, or a building/structure and located as illustrated in Exhibit C. The primary purposes of this cap are to minimize the potential for contact with contaminated soil, prevent runoff from contacting contaminated soil, and minimize airborne contaminants. As such, the following restrictions shall apply within the area illustrated in Exhibit C:

1. 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, which approval Ecology shall not unreasonably condition, delay, or withhold. The Grantor shall report to Ecology within seventy-two (72) 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.
2. The Grantor shall not alter or remove the existing structures 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, which approval Ecology shall not unreasonably condition, delay, or withhold. Should the Grantor propose to remove all or a portion of the existing structures illustrated in Exhibit C so that access to the underlying contamination is feasible, Ecology may require treatment or removal of the underlying contaminated soil.
3. The Grantor covenants and agrees that it shall annually, or at another time as approved in writing by Ecology, inspect the cap and report within thirty (30) days of the inspection the condition of the cap and any changes to the cap that would impair its performance.

**c. Stormwater facilities.**

To minimize the potential for mobilization of contaminants remaining in the soil on the Property, no stormwater infiltration facilities or ponds shall be constructed on the Property without Ecology's approval, which approval shall not be unreasonably conditioned, delayed, or withheld. All stormwater catch basins, conveyance systems, and other appurtenances located within this area shall be of water-tight construction.

**Section 3. Access.**

**a.** The Grantor shall maintain clear access necessary to 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 title or ownership interest in any part of the Property, including but not limited to title, easement, lease as defined in Section 1(d), 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.

<p>Parks and Recreation Director  City of Spokane  808 W. Spokane Falls Blvd # 5  Spokane, WA 99201  (509) 625-6200  <a href="mailto:parks@spokanecity.org">parks@spokanecity.org</a></p>	<p>Environmental Covenants Coordinator  Washington State Department of Ecology  Toxics Cleanup Program  P.O. Box 47600  Olympia, WA 98504 – 7600  (360) 407-6000  <a href="mailto:ToxicsCleanupProgramHQ@ecy.wa.gov">ToxicsCleanupProgramHQ@ecy.wa.gov</a></p>
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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; provided, Ecology's approval shall not be unreasonably delayed, conditioned, or withheld.
- 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, the intent being to allow future amendments or termination of the Covenant without Ecology having to seek court authorization, as provided by RCW 64.70.100.

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

- a.** This Covenant is being freely and voluntarily granted by the Grantor.
- b.** Within thirty (30) 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 reasonable and direct 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 the Property and has authority to execute this Covenant.

EXECUTED this 21<sup>st</sup> day of December, 2022.

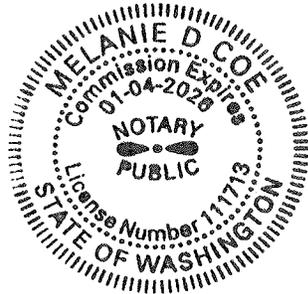
by: Nadine Woodward  
Title: Mayor

**REPRESENTATIVE ACKNOWLEDGEMENT**

STATE OF Washington  
COUNTY OF Spokane

On this 21<sup>st</sup> day of December, 2022, I certify that Nadine Woodward personally appeared before me, acknowledged that **he/she** signed this instrument, on oath stated that **he/she** was authorized to execute this instrument, and acknowledged it as the Mayor [TYPE OF AUTHORITY] of the City of Spokane, WA [NAME OF PARTY BEING REPRESENTED] to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Melanie D. Gee  
Notary Public in and for the State of Washington  
Residing at Spokane  
My appointment expires 1-4-2026



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

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

Kathleen L. Falconer

by: KATHLEEN L. FALCONER

Title: ERO Toxics Cleanup Program Manager

Dated: 01-11-2023

STATE ACKNOWLEDGMENT

STATE OF WA

COUNTY OF Spokane

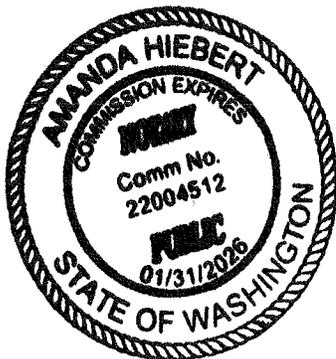
On this 11<sup>th</sup> day of January, 2023, I certify that Kathleen Falconer personally appeared before me, acknowledged that he/she is the toxic cleanup program manager of the state agency that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that 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 Spokane County

My appointment expires 1/31/2024



**Exhibit A****LEGAL DESCRIPTION**

Parcel Number: 35181.4237

18-25-43: PTN OF NE 1/2 OF 18-25-43; KEYSTONE ADD, LTS 8 TO 27, BLK 8

Parcel Number: 35185.0041

18-25-43 PTN OF S1/2 OF 18-25-43 DAF; BEG AT NE COR OF SPOKANE FALLS BLVD & POST ST; TH E ALG N LN OF SPOKANE FALLS BLVD 2,063.14 FT M/L TO NW COR OF SPOKANE FALLS BLVD & SPOKANE FALLS COURT SD CORBEING 712.00 FT E OF NE COR OF SPOKANE FALLS BLVD & WASHINGTON ST; TH N ALG THE W LN OF SPOKANE FALLS COURT PAR TO & 712.00 FT E OF E LN OF WASHINGTON ST 158.00 FT TO NW COR OF SPOKANE FALLS COURT; THE ALG N LN OF SPOKANE FALLS COURT PAR TO N LN OF SPOKANE FALLS BLVD 32.50 FT; TH N 7;22'21" W 10.08 FT; TH N 9;06'49" W 10.14 FT; TH N 11;33'02" W 10.21 FT; TH N 12;38'46" W 10.25 FT; TH N 13;27'41" W 10.28 FT; TH N 15;04'31" W 10.36 FT; TH N 17;58'11" W 10.51 FT; TH N 22;59'28" W 10.87 FT; TH N 22;00'48" W 3.82 FT; TH N 0'06'00" E PAR TO E LN OF WASHINGTON ST 47.95 FT; TH N 38;55'11" E 10.24 FT TO PT OF CUR OF NON-TANG 25.00 FT RAD CUR RIGHT CTR OF CIRCLE WHICH BEARS S 30;02'53" E; TH NELY ALG ARC OF SD CUR THRU CENTRAL ANGLE OF 30;08'53" 13.16 FT TO A PT 742.00 FT E OF E LN OF WASHINGTON ST & 301.00 FT N OF N LN OF SPOKANE FALLS BLVD; TH N 0'06'00" E PAR OF E LN OF WASHINGTON ST 12.00 FT; TH N 38;55'11" E 67.76 FT; TH N 45;04'17" E 40.45 FT; TH N 59;22'56" E 68.56 FT; TH S 29;04'04" E 47.23 FT TO A PT 895.01 FT E OF E LN OF WASHINGTON ST & 388.00 FT N OF THE N LN OF SPOKANE FALLS BLVD; TH S 89;49'30" E PAR TO N LN OF SPOKANE FALLS BLVD 730.38 FT TO W LN OF DIVISION ST; TH DUE N ALG W LN OF DIVISION ST 77.03 FT TO PT OF CUR OF NON-TANG CONCAVE 195.00 FT RAD CUR TO LEFT CTR OF CIRCLE WHICH IS ON LN OF DIVISION ST 195.00 FT S OF SD PT OF CUR; TH SWLY ALG ARC OF SD CUR THRU CENTRAL ANGLE OF 31;23'12" 106.82 FT TO PT OF REVERSE CUR OF 150 FT RAD TO THE RIGHT; TH SWLY ALG ARC OF SD CUR THRU A CENTRAL ANGLE OF 18;18'01" 47.91 FT TO PT 145.71 FT W OF W LN OF DIVISION ST & 418.00 FT N OF N LN OF SPOKANE FALLS BLVD & CTR OF CIRCLE OF WHICH PT BEARS N 13;05'11" W 150.00 FT; TH N 89;49'30" W PAR TO N LN OF SPOKANE FALLS BLVD 251.29 FT TO PT 397.00 FT W OF W LN OF DIVISION ST; TH DUE N PAR TO W LN OF DIVISION ST 130.46 FT; TH N 83;49'30" E 84.09 FT; TH N 87;26'15" E 176.33 FT; TH N 83;41'15" E 86.86 FT; TH N 85;38'45" E 51.05 FT TO PT ON W LN OF DIVISION ST 580.03 FT N OF N LN OF SPOKANE FALLS BLVD; TH N ALG THE W LN OF DIVISION ST TO PT 380.00 FT N OF NE COR OF BLK 10 OF HAVERMALE ADD; TH W 100.00 FT; TH N PAR TO W LN OF DIVISION ST 180 FT TO CTRLN OF MAIN STREAM OF SPOKANE RIVER; TH WLY ALG CTR LN OF MAIN STREAM OF SPOKANE RIVER TO ITS INT W/ CTR LN OF S CHANNEL OF SPOKANE RIVER; TH SLY & SWLY ALG CTR LN OF S CHANNEL OF SPOKANE RIVER TO ITS INT W/ SWLY LN OF LOT 42 OF HAVERMALE ISLAND ADD EXT 115.00 FT M/L TO SE INTO RIVER; TH NWLY ALG SD EXT LN 115.00 FT TO SELY COR OF LOT 42; TH NLY & WLY ALG ELY & NLY BOUNDARIES OF LOTS 42, 41, 40, 39, 38, 37, 36, 35, 34, 33, 32, MCBROOM'S AVE (NOW VAC), LOTS 31, 25 & 24 OF HAVERMALE ISLAND ADD TO INT OF N LN OF SD LOT 24 & SWLY LN OF R/W OF ST PAUL MINNEAPOLIS & MANITO BARLY CO NOW GREATNORTHERN RAILWAY CO (BURLINGTON NORTHERN, INC); TH NWLY ALG SD RLY R/W LN TO PT DUE E OF MOST NLY PT OF LOT 20 OF HAVERMALE ISLAND ADD; TH DUE W TO MOST NLY PT OF SD LOT 20 ON E LN OF WASHINGTON ST; TH ALG S BANK OF MAIN CHANNEL OF SPOKANE RIVER TO W LN OF WASHINGTON ST; TH S 16;23' W ALG W LN OF WASHINGTON ST TO NWLY LN OF HAVERMALE AVE; TH S 65;53' W 42.06 FT; TH N 68;33' W 64.40 FT; TH N 81;28' W 164.90 FT; TH N 24;07' W 15.00 FT; TH S 65;53' W 80.00 FT; TH S 58;50' W 203.68 FT; TH S 45;51' W 21.07 FT; TH S 68;50' W 71.09 FT; TH S 73;42' W 75.75 FT TO E LN OF HOWARD ST; TH N 68;18'16" W 65.48 FT TO W LN OF HOWARD ST; TH ALG FOLLOWING 5 COURSES AROUND YMCA PROPERTY S 1;55' E ALG W LN OF HOWARD ST 226.78 FT; TH N 42;41' W 8.55 FT; TH N 78;06' W 66.72 FT; TH N 87;06' W 126.52 FT; TH N 2;38' E 163.74 FT LAST OF SD 5 COURSES; TH S 76;21'30" W 31.81 FT TO PT ON N-S CTR LN OF SEC 18 SD PT LYG S 0;29' W 691.49 FT FROM CTR OF SEC 18; TH CONTINUING ALG N-S CTR LN OF SEC 18 S 0;29' W 7.21 FT; TH S 79;14' W 65.54 FT; TH S 10;46' E 47.40 FT; TH S 19;47'59" W 64.98 FT; TH S 66;12'31" W 28.38 FT; TH S 24;19'38" E 276.64 FT; TH N 65;40'20" E 16.44 FT; TH S 39;17' E 40.28 FT; TH S 16;36'29" W 23.91 FT; TH S 34;41'55" E 54.84 FT; TH S 52;14'14" E 34.49 FT; TH S 82;14'14" E 26.50 FT; TH N 67;43'05" E 23.36 FT; TH S 83;51'57" E 42.76 FT TO PT ON W LN OF HOWARD ST; TH ALG W LN OF HOWARD ST S 5;06' W 106.71 FT M/L TO LN 228.35 FT N OF & PAR TO N LN OF SPOKANE FALLS BLVD; TH W ON LN 228.35 FT N OF & PAR TO N LN OF SPOKANE FALLS BLVD 241.61 FT M/L TO NELY LN OF WALL ST; TH ALGNELY LN OF WALL ST N 41;47' W 152.97 FT; TH N 65;20'28" E 128.99 FT; TH N 24;39'32" W 25.00 FT; TH N 65;40'20" E 18.31 FT; TH N 24;19'38" W 277.11 FT; TH S 66;12'31" W 17.54 FT; TH S 64;21'15" W 58.32 FT; TH S 65;32'12" W 80.58 FT; TH

N 62°12'55" W 56.90 FT; TH S 55°31'14" W ON LN TO ITS INT W/ NON-TANG CUR OF NELY & ELY LN OF POST ST, SD LN OF POST ST CREATED BY RES OF CITY COUNCIL ON MARCH 4, 1974 & SD LN PRODUCED AS FOLLOWS; BEG AT SW COR OF LOT 10 BLK 3 OF RESURVEY & ADD TO SPOKANE FALLS; TH NELY IN STRAIGHT LN TO PT OF CUR ON NELY LN OF LOT 11 OF SD BLK 3 60 FT SELY FROM MOST NLY COR OF LOT 11; TH ALG CUR TO LEFT W/ RAD OF 200.00 FT & CTR ANGLE OF 75° & 261.80 FT TO ITS PT OF TANG ON NELY R/W LN OF POST ST BRIDGE R/W & TERMINUS OF SD LN; TH SLY ALG ARC OF SD CUR TO ITS PT OF CUR ON NELY LN OF SD LT 11; TH SWLY IN A STRAIGHT LN TO SW COR OF SD LT 10; TH S ALG WLY LNS OF LOTS 9,8,7,6 & 5 OF SD BLK 3 TO NE COR OF SPOKANE FALLS BLVD & POST ST & TRUE POB EXC RD EXC THAT PTN LYG S & E OF LN DAF: BEG AT PT ON W LN OF DIVISION ST (BASIS OF BRG S 0°05'15" E ON W LN OF DIVISION ST) 606.42 FT N OF N LN OF SPOKANE FALLS BLVD (FORMERLY TRENT AVE), TH S 73°18'46" W 19.39 FT, TH S 63°12'14" W 32.63 FT, TH S 72°13'24" W 20.32 FT, TH S 82°06'10" W 21.05 FT, TH S 85°05'30" W 53.94 FT, TH S 85°36'01" W 37.38 FT, TH S 81°27'48" W 91.18 FT, TH S 81°28'18" W 27.40 FT, TH S 81°39'06" W 28.26 FT, TH S 81°22'21" W 31.57 FT, TH S 82°48'52" W 24.37 FT, TH S 79°50'33" W 22.96 FT, TH S 81°13'51" W 9.30 FT, TH S 83°01'55" W 74.81 FT, TH S 82°41'31" W 46.90 FT, TH S 82°54'44" W 68.90 FT, TH S 86°30'10" W 50.81 FT, TH S 88°24'39" W 51.00 FT, TH N 89°55'42" W 31.12 FT, TH S 89°19'43" W 29.16 FT, TH S 87°35'15" W 28.09 FT, TH S 82°33'35" W 29.40 FT, TH S 72°57'28" W 5.64 FT, TH S 63°30'04" W 4.49 FT, TH S 62°26'42" W 23.20 FT, TH S 62°23'20" W 27.23 FT, TH S 76°42'03" W 41.02 FT, TH S 71°49'34" W 46.60 FT, TH S 41°58'06" W 41.14 FT, TH S 42°05'55" W 101.61 FT, TH S 42°02'23" W 50.88 FT, TH S 42°06'30" W 62.27 FT, TH S 60°16'28" W 2.58 FT, TH S 42°00'29" W 42.09 FT, TH S 41°59'51" W 83.72 FT, TH S 87°05'09" W 50.65 FT, TH S 86°58'38" W 109.39 FT, TH S 87°06'04" W 138.61 FT, TH N 69°30'57" W 15.06 FT TO BEG OF NON-TANG CUR TO LEFT W/ RAD BRG OF S 79°07'08" W 14.93 FT, TH ALG SD CUR TO LEFT THRU CTL ANGLE OF 232°50'37" 60.68 FT, TH S 3°07'55" E 19.91 FT, TH S 0°46'51" W 3.96 FT, TH S 46°06'21" W 75.74 FT TO E ROW LN OF WASHINGTON ST, TH S 2°50'49" E ALG E ROW LN 141.20 FT TO N ROW LN OF SPOKANE FALLS BLVD (FORMERLY TRENT AVE) THE TERMINUS OF THIS LN DESC EXC RD & EXC 18-25-43, PTN OF SE 1/4 DAF: BEG AT PT ON CTR LN OF WASHINGTON ST 330 FT N OF N LN OF SPOKANE FALLS BLVD (FORMER TRENT AVE), TH W ON LN PAR W/ SD N LN 693 FT M/L TO E LN OF HOWARD ST, TH SLY ALG SD E LN OF HOWARD ST TO PT 228.35 FT N OF N LN OF SPOKANE FALLS BLVD (TRENT AVE), TH E ON LN PAR TO THE N LN OF SPOKANE FALLS BLVD (TRENT) 293.57 FT TO W LN OF STEVENS ST, TH S ALG SD W LN OF STEVENS ST 26.65 FT TO N LN OF SW 1/4 OF SE 1/4 OF SD SEC 18, TH E ALG SD N LN 75 FT TO E LN OF STEVENS ST, TH N ALG E LN OF STEVENS ST 25.35 FT, TH E ON LN PAR TO N LN OF SPOKANE FALLS BLVD (TRENT) 300.92 FT TO W LN OF WASHINGTON ST, TH S ALG W LN OF WASHINGTON ST 26.45 FT TO N LN OF SW 1/4 OF SE 1/4, TH E ALG N LN OF SW 1/4 OF SE 1/4 37.50 FT TO CTR OF WASHINGTON ST, TH N ALG CTR LN OF WASHINGTON ST 128 FT M/L TO POB

Parcel Number: 35181.0032

18-25-43 THAT PTN OF THE SW 1/4 OF THE NE 1/4 DAF; COMMENCING AT A PT ON THE WLY R/W LN OF WASHINGTON ST 66 FT WIDE THAT IS 20 FT DIST NLY FROM THE E-W CTR LN OF SEC 18, TH ALG SD WLY LN N 02 DEG 22 MIN 39 SDS E 154.3 FT TO TRUE POB, TH N 89 DEG 39 MIN 06 SDS W PARALLEL TO SD E-W CTR LN 575.77 FT TO A PT ON THE NELY LN OF THE 60 FT WIDE R/W OF THE FORMER GREAT NORTHERN RAILWAY CO., TH ALG SD NELY LN N 53 DEG 21 MIN 06 SDS W 155.64 FT TO A PT ON A NON TANGENT CURVE CONCAVE SWLY TO WHICH PT A RADIAL LN BEARS N 77 DEG 15 MIN 18 SDS E 383.00 FT, SD PT BEING ON THE ELY R/W LN OF HOWARD ST, TH NWLY ALG SD ELY LN & ALG SD CURVE THROUGH A CENTRAL ANGLE OF 03 DEG 36 MIN 11 SDS 24.08 FT, TH N 16 DEG 20 MIN 53 SDS W 111.35 FT TO THE SW COR OF BLK 8 OF KEYSTONE ADD, SD SW COR BEING 400.00 FT N OF SD E-W CTR LN OF KEYSTONE ADD, SD SW COR BEING 400.00 FT N OF SD E-W CTR LN OF SEC 18, TH S 89 DEG 39 MIN 06 SDS E PARALLEL TO SD E-W CTR LN ALG THE S LN OF SD CLK 8 & SD S LN EXTENDED E 748.50 FT TO PT ON THE WLY R/W LN OF WASHINGTON ST 66 FT WIDE, TH S 02 DEG 22 MIN 39 SDS W ALG SD WLY R/W LN 225.95 FT TO POB EXC THE E 175.00 FT OF SD PARCEL LYG PARALLEL WITH THE W LN OF WASHINGTON ST

Parcel Number: 35183.0057

18-25-43 PTN OF THE NE 1/4 OF THE SW 1/4; LEG AT SE COR OF MONROE ST & BRIDGE AVE TH S 0 DEG 04 MIN 30 SDS E ALG E LN OF MONROE ST 206.76 FT TH N 60 DEG 07 MIN 30 SDS E 47.46 FT TH N 54 DEG 32 MIN 06 SDS E 108.95 FT TH N 89 DEG 57 MIN 30 SDS E 44.10 FT TH N 67 DEG 22 MIN E 63.10 FT TH N 96.20 FT TO S LN OF BRIDGE AVE TH S 89 DEG 57 MIN 30 SDS W ALG S LN OF BRIDGE AVE 230 FT TO POB

Parcel Number: 35183.0065

18-25-43 PTN OF NE 1/4 OF SW 1/4 DAF; BEG AT CEN OF SEC TH N 89 DEG 59 MIN W ALG C LN OF SEC 70.06 FT TO POB TH CONT N 89 DEG 59 MIN W ALG C LN OF SEC 64.14 FT TH S 32 DEG 47 MIN W 26.85 FT TH S 86 DEG 32 MIN W 246.8 FT TH S 0 DEG 36 MIN 30 SDS W PAR TO & 33.55 FT E OF W LN OF

POST ST AND W LN PROJECTED N126.06FT THN66D EG 39MIN 27SDS E86.73FT TH N38DEG 29MIN 35SDS E109.34FTTH N83DEG 04MIN 59SDS E117.98FT TH N64DEG 28MIN 56SDSE68.22FT TO P OB

Parcel Number: 35183.1422  
POSTS ADD RES & EXT S1/2 OF W140' OF LT 16 BLK 12

Parcel Number: 35183.1423  
POST ADD RES & EXT N60' OF LT 17 & N60' OF W40' OF LT 18 BLK 12

Parcel Number: 35183.1434  
POST ADD RES & EXT ALL LS 19 20 & 21; S60' L17 & E20' L 18;S60' OF W40' L18 B12

Parcel Number: 35183.1435  
POST ADD RES & EXT S1/2 OF W20' OF E40' OF LT 16 BLK 12

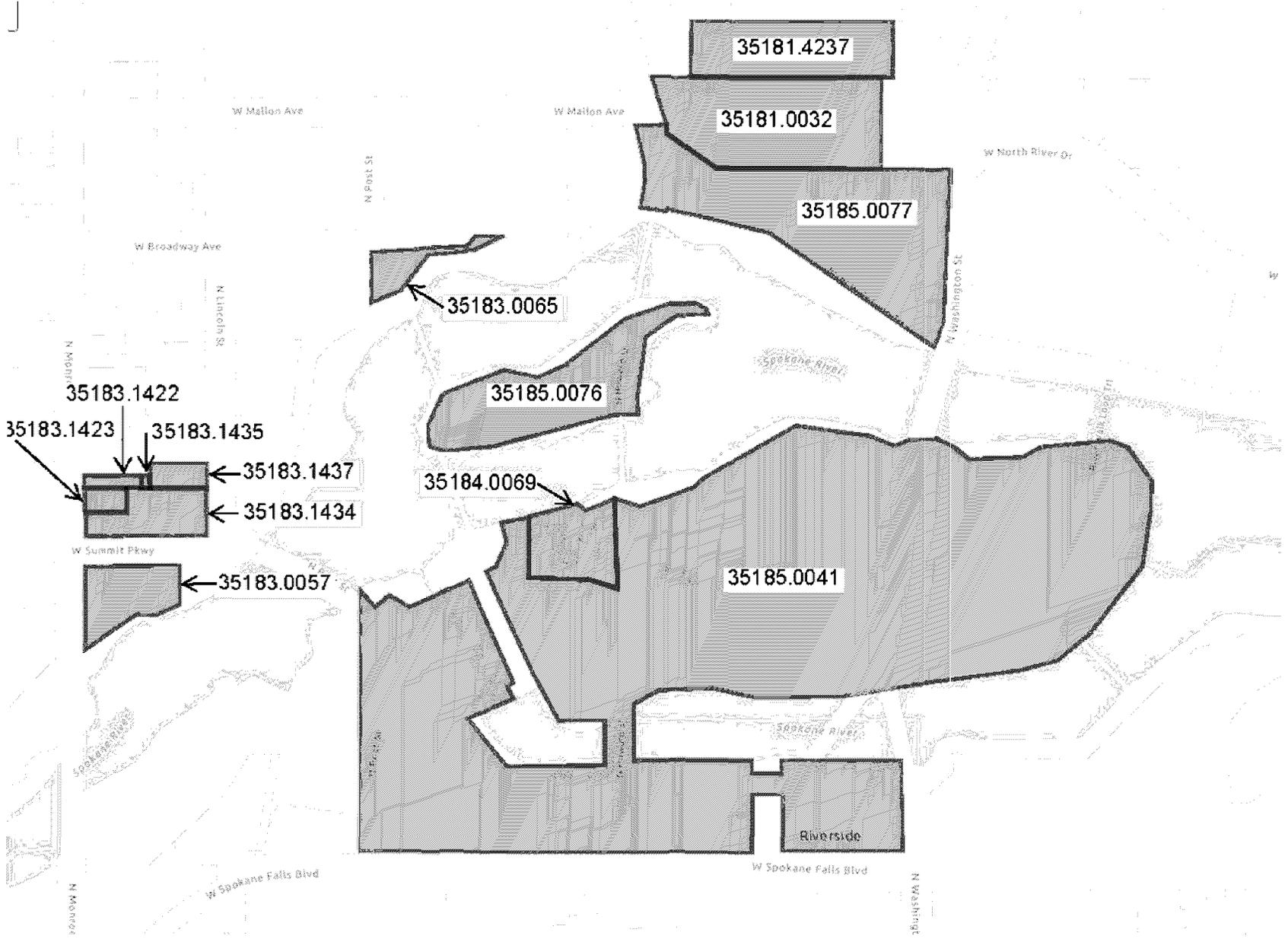
Parcel Number: 35183.1437  
POSTS ADD RES & EXT E20' OF LT 16 & ALL LT 22 BLK 12

Parcel Number: 35184.0069  
18-25-43 PT OF NW1/4 OF SE1/4; BEG AT PT ON N&S C LN OF SDSEC 476.59FT N OF SW COR OF NW1/4 OF SE1/4 TH S87DEG 37MIN E24.67FT TO POB TH N2DEG 38MIN E163.74FT TH N76DEG 21MIN30SDS E98.34FT TH S50DEG 18MIN E21.74FT TH N67DEG 51MIN30SDS E 75.71FT M/L TO PT ON W LN HOWARD ST TH S1DEG 55MIN EALG W LN HOWARD ST 226.78FT TH N42DEG 41MIN W8.55FT THN78DEG 06MIN W6 6.72FT TH N87DEG 37MIN W126.52FT TO POB

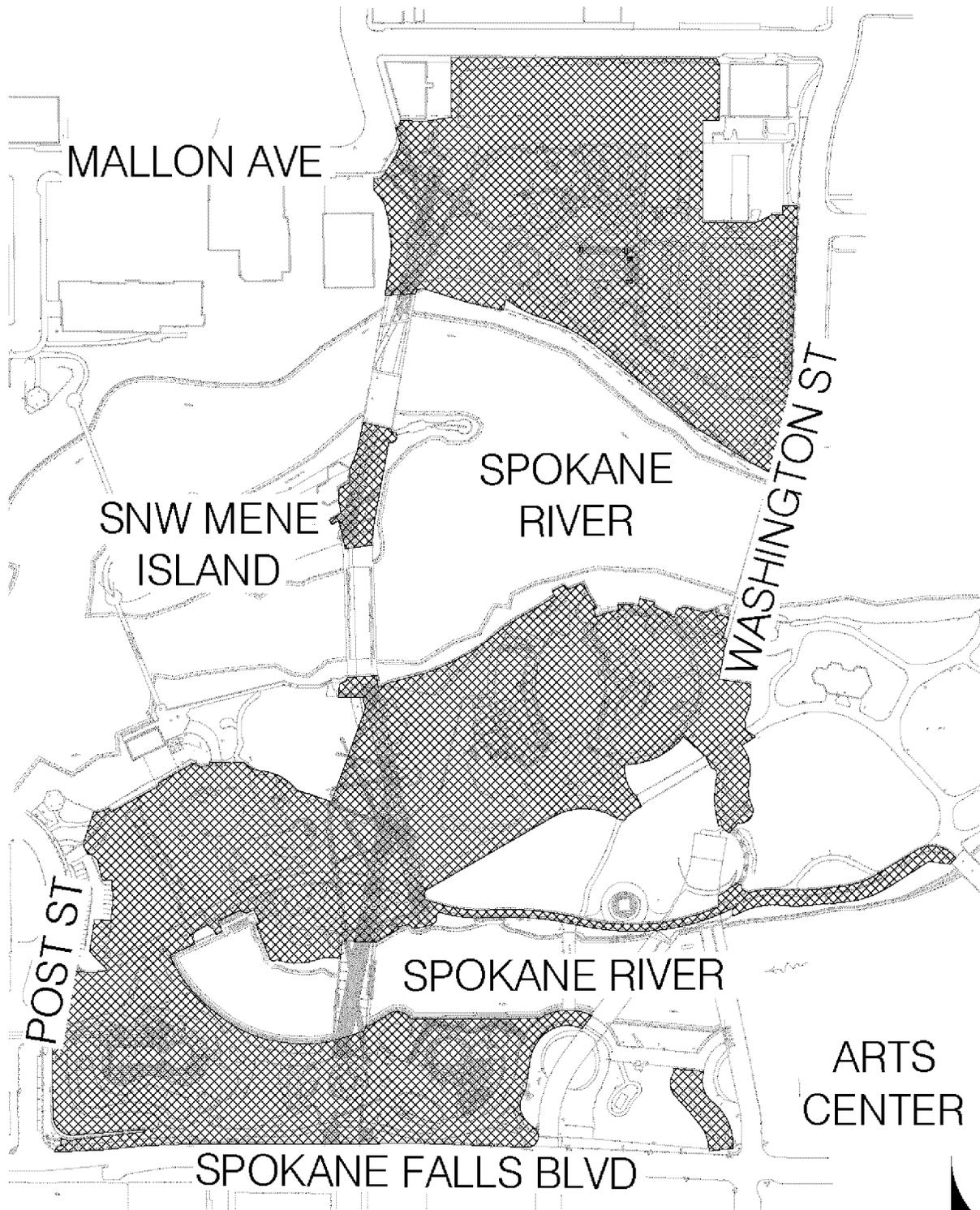
Parcel Number: 35185.0076  
18-25-43 PTN OF THE S1/2 OF SECTION DAF; BEG AT THE INTERSEC OF N LN OF S1/2 OF SEC WITH W LN OF HOWARD ST TH S10DEG24.5 MIN W ALG W LN OF HOWARD ST 206.04FT TO POB TH S54DEG52MIN W108.85FT TH S53DEG 49MIN W73.03FT TH S66DEG 34MINW76.71F T TH N77DEG 38MIN W85.82FT TH S71DEG 38MIN W160.82FTTH S27DEG 20MIN W86.06FT TH S1DEG 09MIN E54.47FT TH S73DEG40MIN E45.51F T TH N84DEG 10MIN E121.13FT TH N78DEG 44MINE138.81FT TH N75DEG 59MIN E165.50FT TO W LN OF HOWARD ST THN88DEG 05MIN E60.00 FT TO E LN OF HOWARD ST TH N1DEG 55MIN WALG E LN OF HOWARD ST 38.97FT TH N10DEG 24.5MIN E ALG E LNOF HOWARD ST 151.42FT TH N55DEG 04MIN 32SDS E89.19FT THS88DEG 50MIN 34SDS E79.47FT T H N13DEG 12MIN 05SDS E13.35FTTH N60DEG 35MIN 25SDS W33.44FT TH S 88DEG 34MIN 24SDSW65.27FT TH S78DEG 24MIN 23SDS W49.92FT TO E LN OF HOWARD STTH S69DEG 36MIN 20SDS W69.85FT TO W LN OF HOWARD ST & TOPOB

Parcel Number: 35185.0077  
18-25-43 PTN OF NE1/4 & SE1/4 OF SEC 18 DAF; BEG AT INTERSEC OF W TO E C LN OF SEC & W LN OF HOWARD ST TH N10DEG24.5 MIN E ALG W LN OF HOWARD ST 76.27FT TO TRUE POB TH CONTN10D EG 24.5MIN E ALG W LN OF HOWARD ST 35.68FT TO PT OFCURVA TURE TH CONT ALG SD W LN ALG A TANGENT CURVE TO THELEFT HAVING A RADIUS OF 231FT & A CENTRAL ANGLE OF 26DEG25MIN 106.51FT TO PT OF TANGENCY TH CONT ALG SD W LN OF STN16DEG 00MIN 30SDS W TO INTERSEC WITH S LN OF MALLON AVE276FT M/L N OF C LN O F SEC TH ELY ACROSS HOWARD ST ALGEXTENDED S LN OF MALLON AVE TO E LN OF HOWARD ST TH S ALG ELN OF HOWARD ST ALG A CURVE HA VING A RADIUS OF 383FT TONELY R/W LN OF G N RY R/W 60FT W D TH SELY ALG SD R/W LN TOPT 174.2FT M/L N OF C LN OF SEC TH E PAR WITH C LN OF SEC581FT TO W LN OF WASHINGTON ST TH S2DEG 1 9MIN W ALG W LN OFSD ST 174.3FT TO C LN OF SEC TH CONT S 2DEG 19MIN W ALG SDW LN OF ST 174FT M/L TO A PT TH CONT ALG SD W LN S16DEG23MIN W TO SWLY R/W LN OF ABOVE G N RY R/W TH NWLY A LG SDSWLY R/W LN ALG A CURVE TO PT OF TANGENCY TH CONT ALG SD SWLY R/W LN N52DEG 49MIN W TO A PT SELY ALG SD R/W LN 307.84FTM/L FROM E LN OF HOWARD ST TH N74DEG 54MIN 43SDS W257.84FTTH S63DEG 30MIN 16SDS W12.47FT TO E LN OF HOWARD ST THN79DEG 35MIN 30SDS W ACROSS SD ST 60FT TO POB

PROPERTY MAP



MAP ILLUSTRATING LOCATION OF RESTRICTIONS



LEGEND

 REMEDIATED AREA



## Exhibit D

This document details: (1) certain activities that are determined to be in compliance with the terms of this Covenant, and (2) certain activities that will be considered in compliance with terms of this Covenant provided that conditions are followed.

For purposes of this Exhibit, "native soil" is defined as any soil that was present on the site prior to the start of park renovation in 2019 and has not been disturbed by a subsequent renovation. "Sod root depth" is defined as 6".

### 1. EXEMPTED ACTIVITIES

Performance of these activities at the Property are allowed without Ecology approval, and are not considered to interfere with the remedial action, to threaten protection of human health or the environment, or to be inconsistent with this Covenant.

A. Activities that only take place from the surface to the sod root depth.

B. Activities that only involve movement of non-native soil.

Examples:

- Vegetation planting, removal, or replacement in beds comprised of non-native soil
- Weeding
- Surface structure removal, repair, or replacement (such as curbing, pavers, trash can pads, bench pads, or pavement)

C. Placement of stakes, assuming soil isn't removed

### 2. EXEMPTED ACTIVITIES WITH CONDITIONS

Performance of these activities at the Property are allowed without Ecology approval, and are not considered to interfere with the remedial action, to threaten protection of human health or the environment, or to be inconsistent with this Covenant provided that the following conditions are met. If the conditions cannot be met for any reason, then Ecology approval must be obtained before the action may occur.

A. Routine activities that will take place below sod root depth and will involve less than one cubic yard of soil.

Examples:

- Fence post installation (and removal if soil will be excavated)
- Irrigation component repair (sprinkler head replacement, valve replacement, line repair)
- Shrub removal
- Tree removal or planting
- Stump removal
- Wayfinding or informational monuments
- Infrastructure work that doesn't meet Exempt condition 2 above
- Emergency repairs involving utilities or earthworks

Condition: All excavated native soil will be placed in containment (i.e., wheelbarrow or truck bed) or on an impermeable surface (i.e., plastic sheet or tarp). If the area has sod, it is

recommended to cleanly cut and set aside. After the completion of work, excavated soil will be placed back in the excavation and any removed sod should be replaced. If sod can't be replaced, the area will be reseeded and protected with fencing until regrowth occurs. If excavated soil can't all be placed back in the excavation, options include:

1. Assuming soil is contaminated and either:
  - a. disposing at a permitted landfill, such as Graham Road, or
  - b. Safely stockpiling (on an impermeable surface with impermeable cover, or within a covered receptacle) and reusing as fill deeper than the sod root depth within the park, ensuring that the final surface is either sod or an impermeable surface, such as concrete or asphalt
2. Testing soil for the contaminants listed in the covenant to verify whether it is contaminated. A minimum of one soil sample should be collected for every 1000 square feet of work area, or three samples for every 100 cubic yards of excavated project soil. If samples exceed any of the concentrations listed below, proceed with option A above; if they do not, the soil is considered clean and can be reused without any limitations.

Contaminant	Cleanup Standard
Arsenic	20 mg/kg
Lead	250 mg/kg
Polycyclic aromatic hydrocarbons (PAHs) (toxic equivalency)	0.1 mg/kg
Total petroleum hydrocarbons – diesel (TPH-D)	2000 mg/kg

B. Turf aeration deeper than the root zone

Condition: Follow standard park procedures for the destruction of any soil plugs that remain on the ground surface, and the redistribution of soil from the plugs back into the turf.

C. Placement of heavy equipment (such as storage boxes or dumpsters)

Condition: When the equipment use is complete and they are removed, follow standard park procedures for evaluation of turf damage and turf reestablishment, which includes using event fence to isolate any areas where turf is damaged/killed and native soil is potentially exposed at the surface.

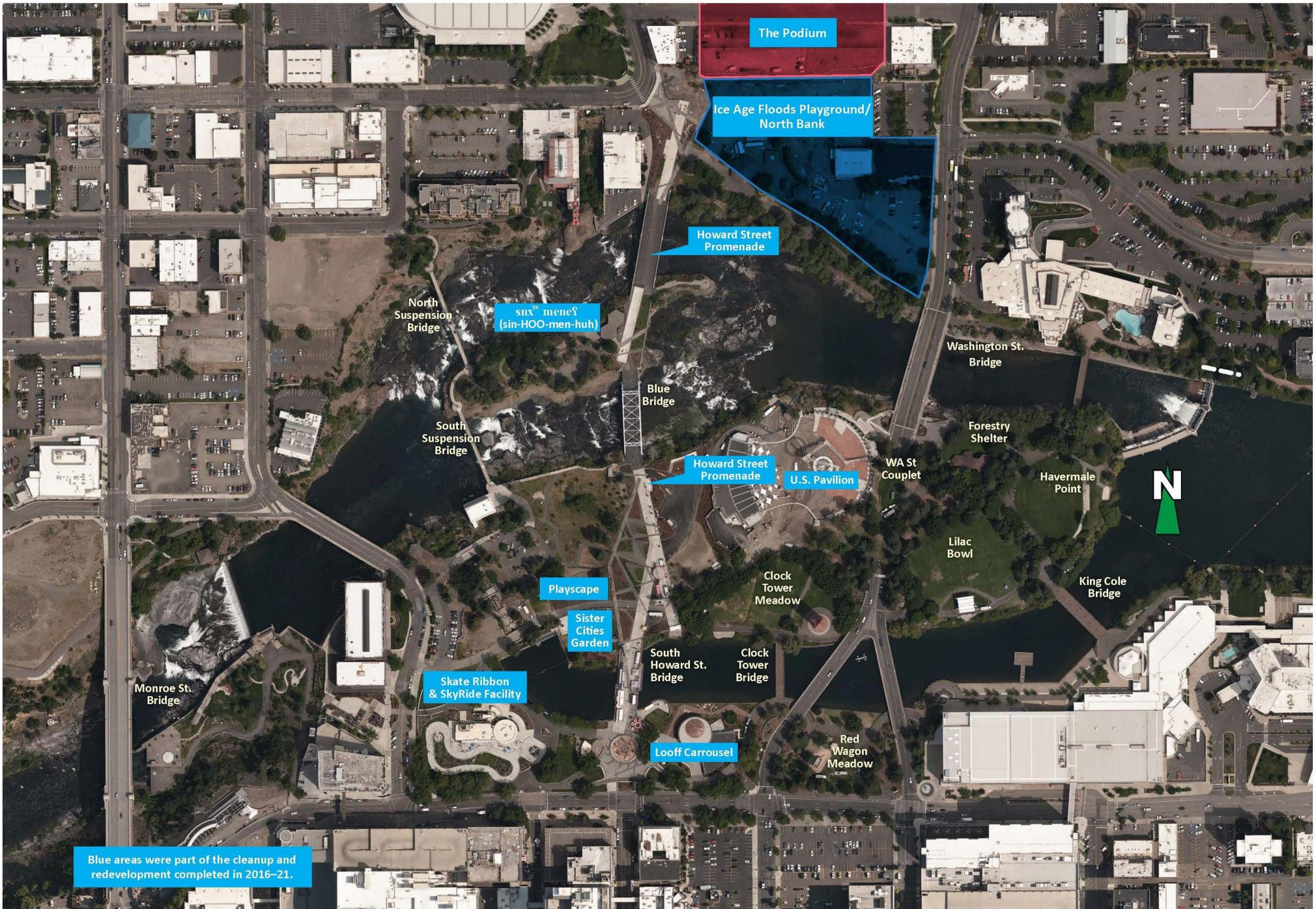
D. Use of vehicles on turf for set up, break down, or support of events

Condition: When the event is complete, follow standard park procedures for evaluation of turf damage and turf reestablishment, which includes using event fence to isolate any areas where turf is damaged/killed and native soil is potentially exposed at the surface.

## Enclosure B

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### Site Diagrams



The Podium

Ice Age Floods Playground/  
North Bank

Howard Street  
Promenade

sux' mene?  
(sin-HOO-men-huh)

North  
Suspension  
Bridge

Blue  
Bridge

South  
Suspension  
Bridge

Howard Street  
Promenade

U.S. Pavilion

WA St  
Couplet

Washington St.  
Bridge

Forestry  
Shelter

Havermale  
Point

N

Playscape

Sister  
Cities  
Garden

Clock  
Tower  
Meadow

Lilac  
Bowl

King Cole  
Bridge

Skate Ribbon  
& SkyRide Facility

South  
Howard St.  
Bridge

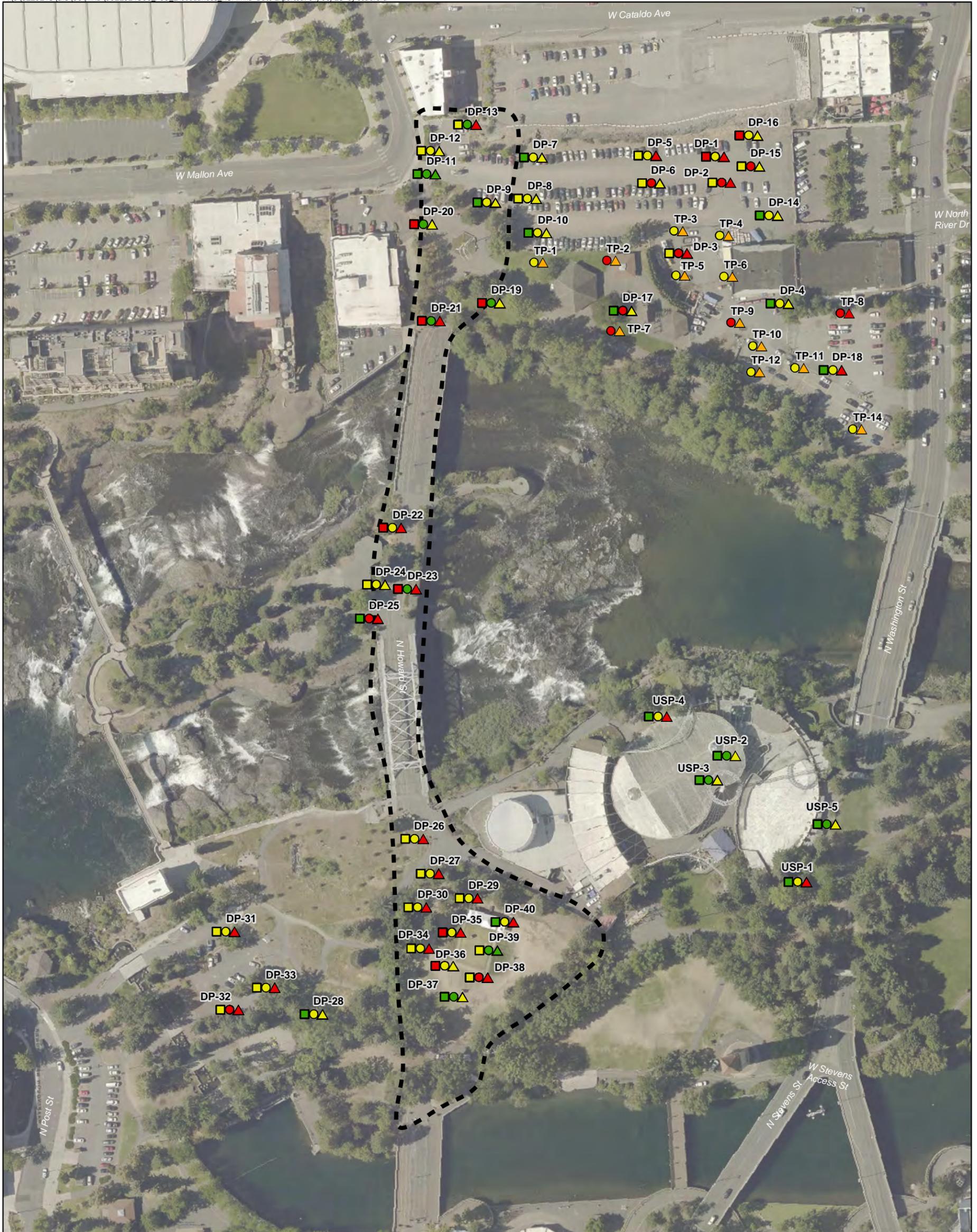
Clock  
Tower  
Bridge

Red  
Wagon  
Meadow

Monroe St.  
Bridge

Looff Carrousel

Blue areas were part of the cleanup and  
redevelopment completed in 2016-21.



**Legend**

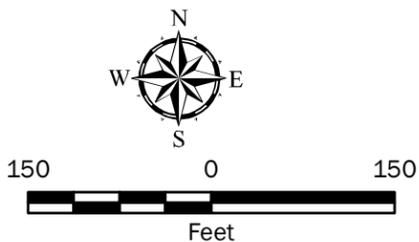
- Contaminated – Concentration greater than MTCA Method A Cleanup Level for one or more COC analyzed
- Contaminated – COCs were not detected, however laboratory reporting limits were greater than the MTCA Method A Cleanup levels
- Impacted – Concentration less than MTCA Method A Cleanup Levels and greater than laboratory reporting limits or twice the available background metals concentration for each COC analyzed
- Clean – Concentration less than laboratory reporting limits or near available background metals concentrations for each COC analyzed
- TPH
- Metals
- △ PAH
- ⋯ East Bank Promenade

**Notes:**

1. The locations of all features shown are approximate.
2. This drawing is for information purposes. It is intended to assist in showing features discussed in an attached document. GeoEngineers, Inc. cannot guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers, Inc. and will serve as the official record of this communication.
3. Locations identified as TP-1 through TP-14 completed by CH2M Hill in 2000.

Data Source: Current Imagery flown by Spokane Regional Orthophoto Consortium .

Projection: NAD 1983 StatePlane Washington North FIPS 4601 Feet

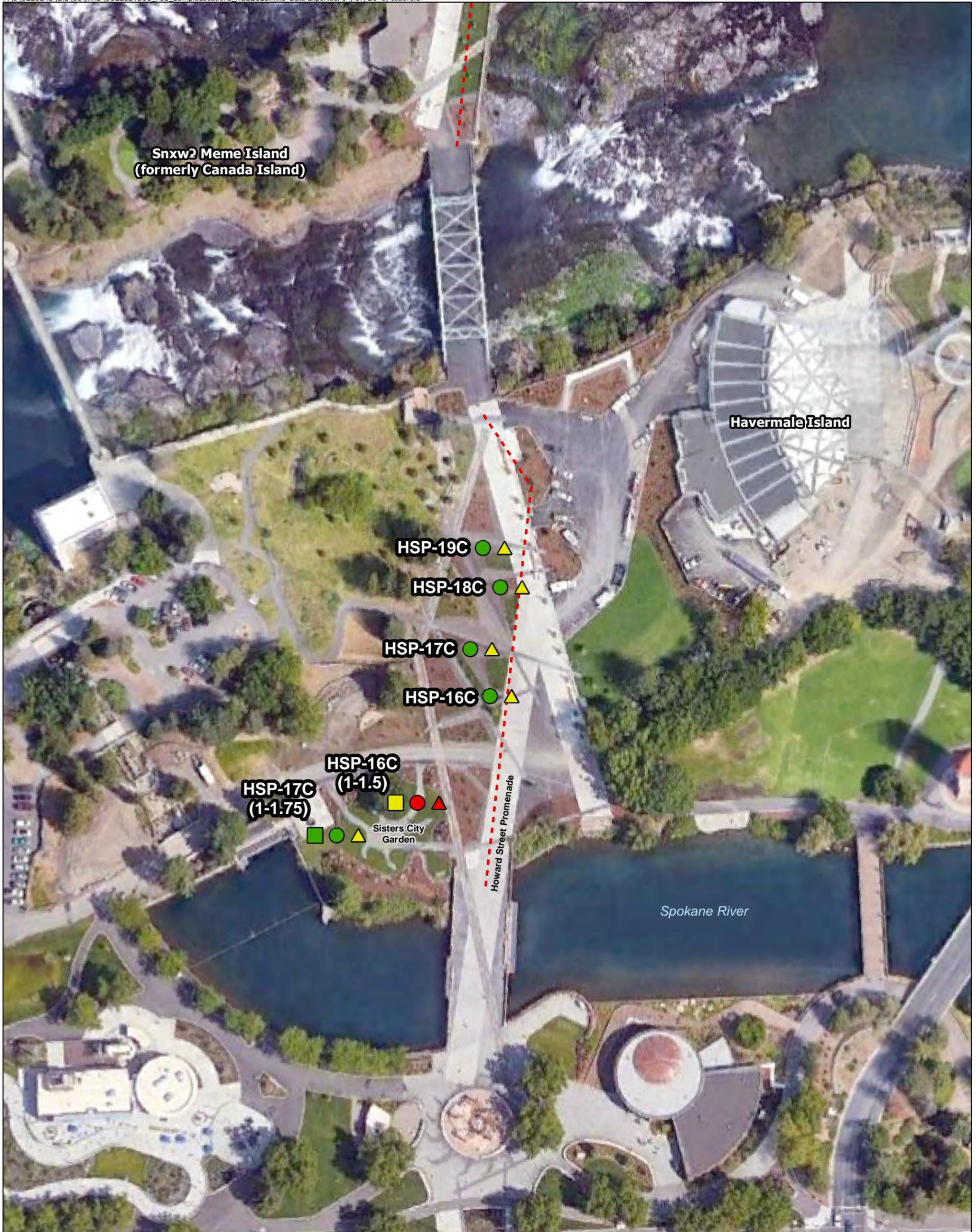


**Exploration Locations and Analytical Results:  
Howard Street Promenade**

Riverfront Park, US Pavilion Event Center  
Spokane, Washington



Figure 5



**Legend**

- - - Approximate Utility Corridor Alignment
- Contaminated – Concentration greater than MTCA Method A Cleanup Level for one or more COC analyzed
- Impacted – Concentration less than MTCA Method A Cleanup Levels and greater than laboratory reporting limits or twice the available background metals concentration for one or more COC analyzed
- Clean – Concentration less than laboratory reporting limits or less than twice the available background metals concentrations for each COC analyzed

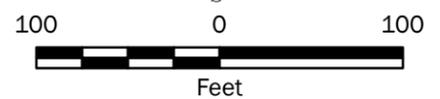
**Notes:**

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2. This drawing is for information purposes. It is intended to assist in showing features discussed in an attached document. GeoEngineers, Inc. cannot guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers, Inc. and will serve as the official record of this communication.
3. Locations are not exact. Points were adjusted for cartographic clarity.

Data Source: Google Earth

Projection: NAD 1983 StatePlane Washington North FIPS 4601 Feet

- TPH
- Metals
- ▲ PAHs



**Soil Sample Locations – 2019**

Riverfront Park  
Spokane, Washington



Figure 3



Spokane County

**Legend**

- - - Approximate Utility Corridor Alignment
- Contaminated – Concentration greater than MTCA Method A Cleanup Level for one or more COC analyzed
- Impacted – Concentration less than MTCA Method A Cleanup Levels and greater than laboratory reporting limits or twice the available background metals concentration for one or more COC analyzed
- Clean – Concentration less than laboratory reporting limits or less than twice the available background metals concentrations for each COC analyzed

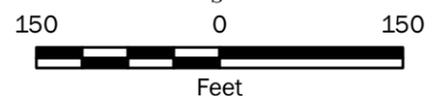
**Notes:**

1. The locations of all features shown are approximate.
2. This drawing is for information purposes. It is intended to assist in showing features discussed in an attached document. GeoEngineers, Inc. cannot guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers, Inc. and will serve as the official record of this communication.
3. Locations are not exact. Points were adjusted for cartographic clarity.

Data Source: ESRI

Projection: NAD 1983 StatePlane Washington North FIPS 4601 Feet

- TPH
- Metals
- ▲ PAHs

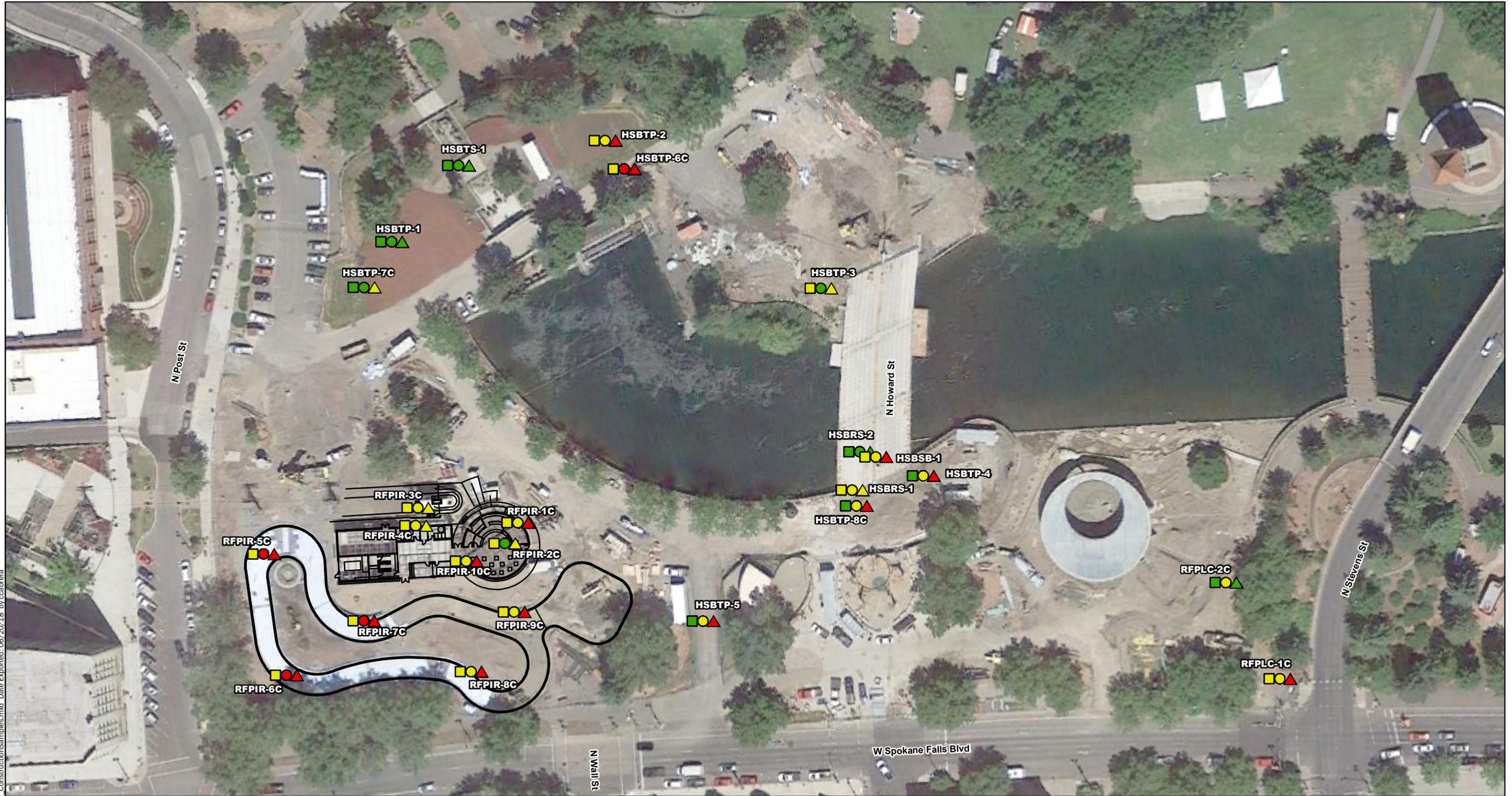


**Soil Sample Locations - 2018**

Riverfront Park  
Spokane, Washington



Figure 2



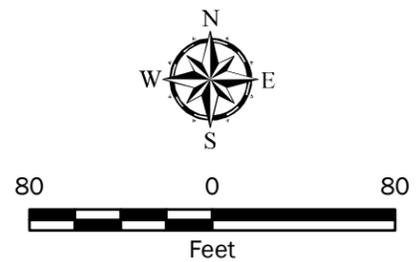
P:\01\0148\GIS\06\WXD\0011014806\_F02\_ConstructionSamples.mxd Date Exported: 06/20/18 by ccaabrera

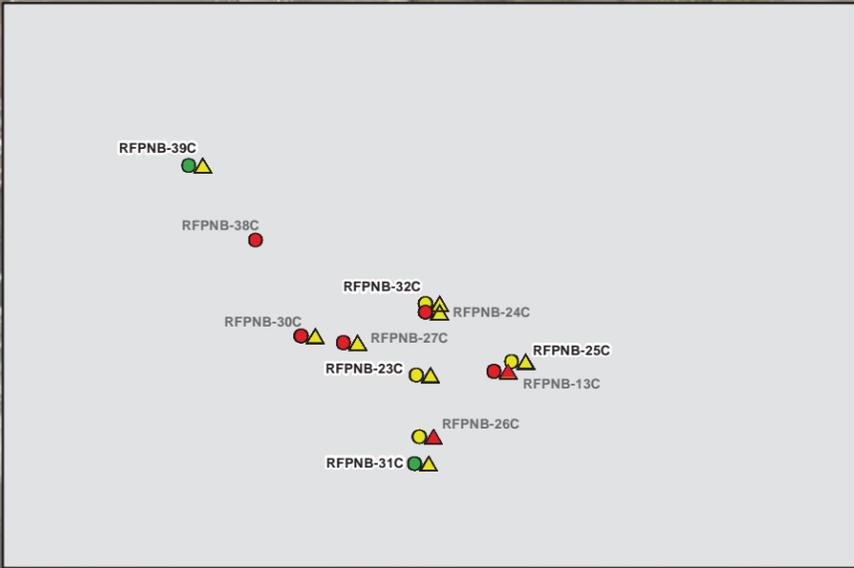
**Notes:**  
 1. The locations of all features shown are approximate.  
 2. This drawing is for information purposes. It is intended to assist in showing features discussed in an attached document. GeoEngineers, Inc. cannot guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers, Inc. and will serve as the official record of this communication.  
 3. The circle representing metals also represents the sample location.  
  
 Data Source: June 2017 image from Google Earth Pro.  
 Projection: NAD 1983 StatePlane Washington North FIPS 4601 Feet

**Legend**

- Contaminated – Concentration greater than MTCA Method A Cleanup Level for one or more COC analyzed
- Impacted – Concentration less than MTCA Method A Cleanup Levels and greater than laboratory reporting limits or twice the available background metals concentration for each COC analyzed
- Clean – Concentration less than laboratory reporting limits or less than twice the available background metals concentrations for each COC analyzed

■ TPH  
 ● Metals  
 ▲ PAHs



**Notes:**  
 1. The locations of all features shown are approximate.  
 2. This drawing is for information purposes. It is intended to assist in showing features discussed in an attached document. GeoEngineers, Inc. cannot guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers, Inc. and will serve as the official record of this communication.  
 3. \* = 2017 Sample

Data Source: ESRI World Imagery  
 Projection: NAD 1983 UTM Zone 11N

**Legend**

- Contaminated - Concentration greater than MTCA Method A Cleanup Level for one or more COC analyzed
- Impacted - Concentration less than MTCA Method A Cleanup Levels and greater than laboratory reporting limits or twice the available background metals concentration for each COC analyzed
- Clean - Concentration less than laboratory reporting limits or less than twice the available background metals concentrations for each COC analyzed

- TPH
- Metals
- PAHs
- Approximate Limits of Remedial Excavation (2017)
- Approximate Limits of Remedial Excavation (2020)

North Bank Area

Oily Water

● RFPNB-40C = Sample Hauled Off Site

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P:\010148\GIS\06\WXD\0011014806\_FOX\_HavermaleSamples.mxd Date Exported: 08/21/20 by ccaברה

**Notes:**

1. The locations of all features shown are approximate.
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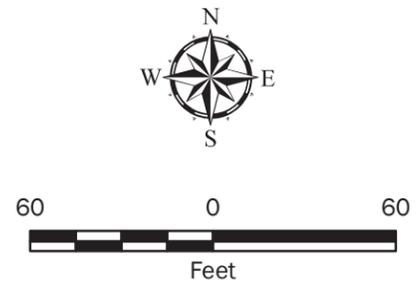
Data Source: ESRI World Imagery

Projection: NAD 1983 UTM Zone 11N

**Legend**

- Contaminated - Concentration greater than MTCA Method A Cleanup Level for one or more COC analyzed
- Impacted - Concentration less than MTCA Method A Cleanup Levels and greater than laboratory reporting limits or twice the available background metals concentration for each COC analyzed
- Clean - Concentration less than laboratory reporting limits or less than twice the available background metals concentrations for each COC analyzed

- Metals
- ▲ PAHs



<b>West Havermale Island Sample Locations</b>	
Riverfront Park Spokane, Washington	
	<b>Figure 3</b>