

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.

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>	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>
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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.

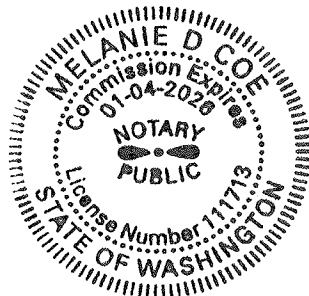
by: Nadine Woodward  
Title: Mayor

**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. Coe  
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

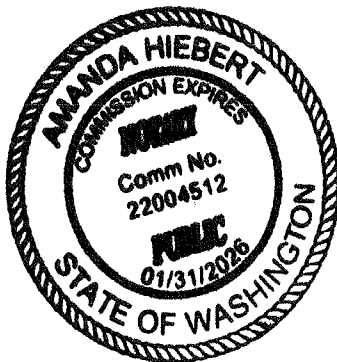
COUNTY OF Spokane

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 11/31/2024



## 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 HAVERMALES 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 CTR 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) TH E 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 S DS E 154.3 FT TO TRUE POB, TH N 89 DEG 39 MIN 06 S DS 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 S DS 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 S DS 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 S DS 24.08 FT, TH N 16 DEG 20 MIN 53 S DS 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 S DS 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 S DS 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 S DS E ALG E LN OF MONROE ST 206.76 FT TH N 60 DEG 07 MIN 30 S DS E 47.46 FT TH N 54 DEG 32 MIN 06 S DS E 108.95 FT TH N 89 DEG 57 MIN 30 S DS 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 S DS 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 S DS 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

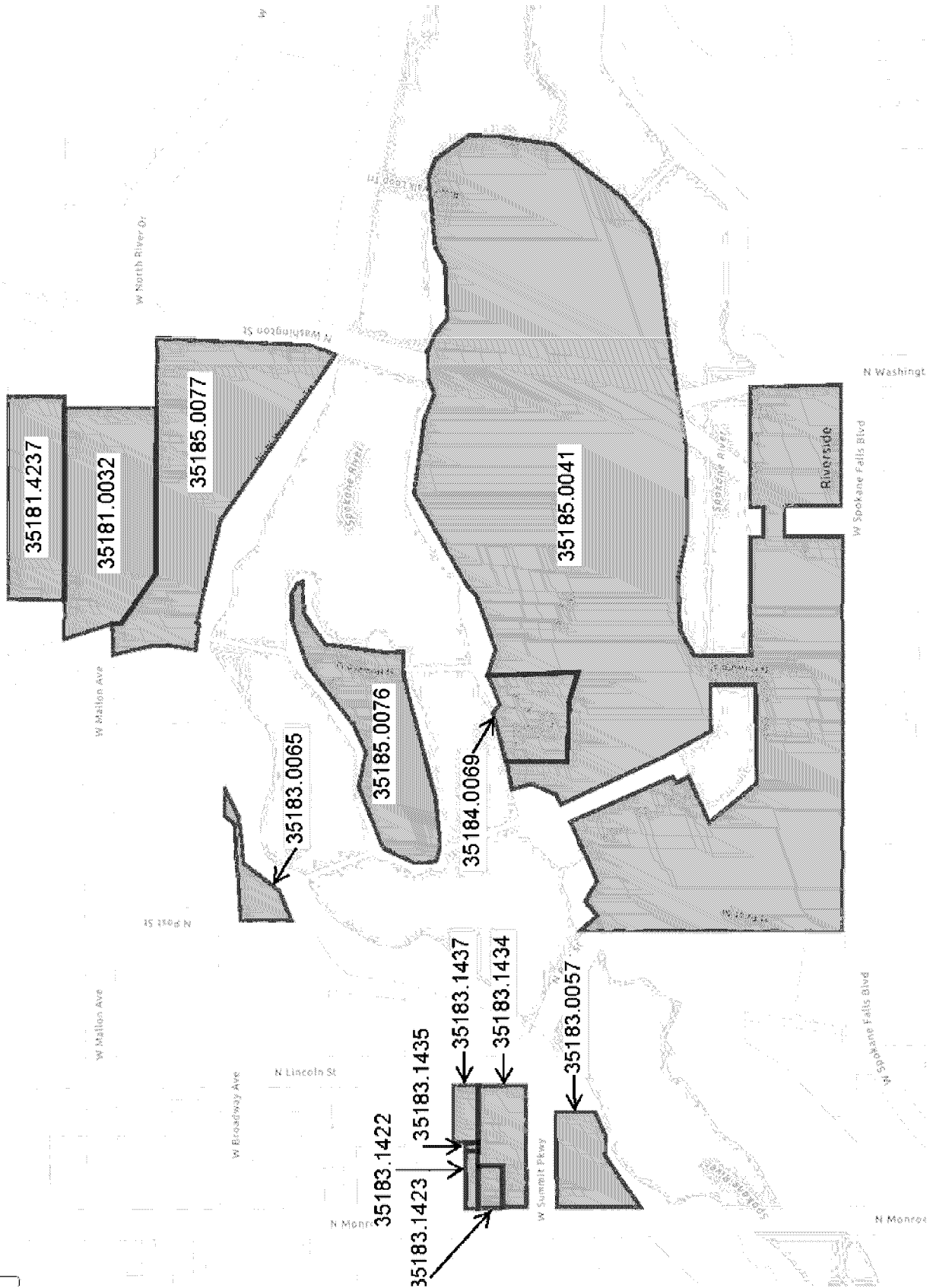
Parcel Number: 35183.1437  
POSTS ADD RES & EXT E20' OF LT 16 & ALL LT 22 BLK 12

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

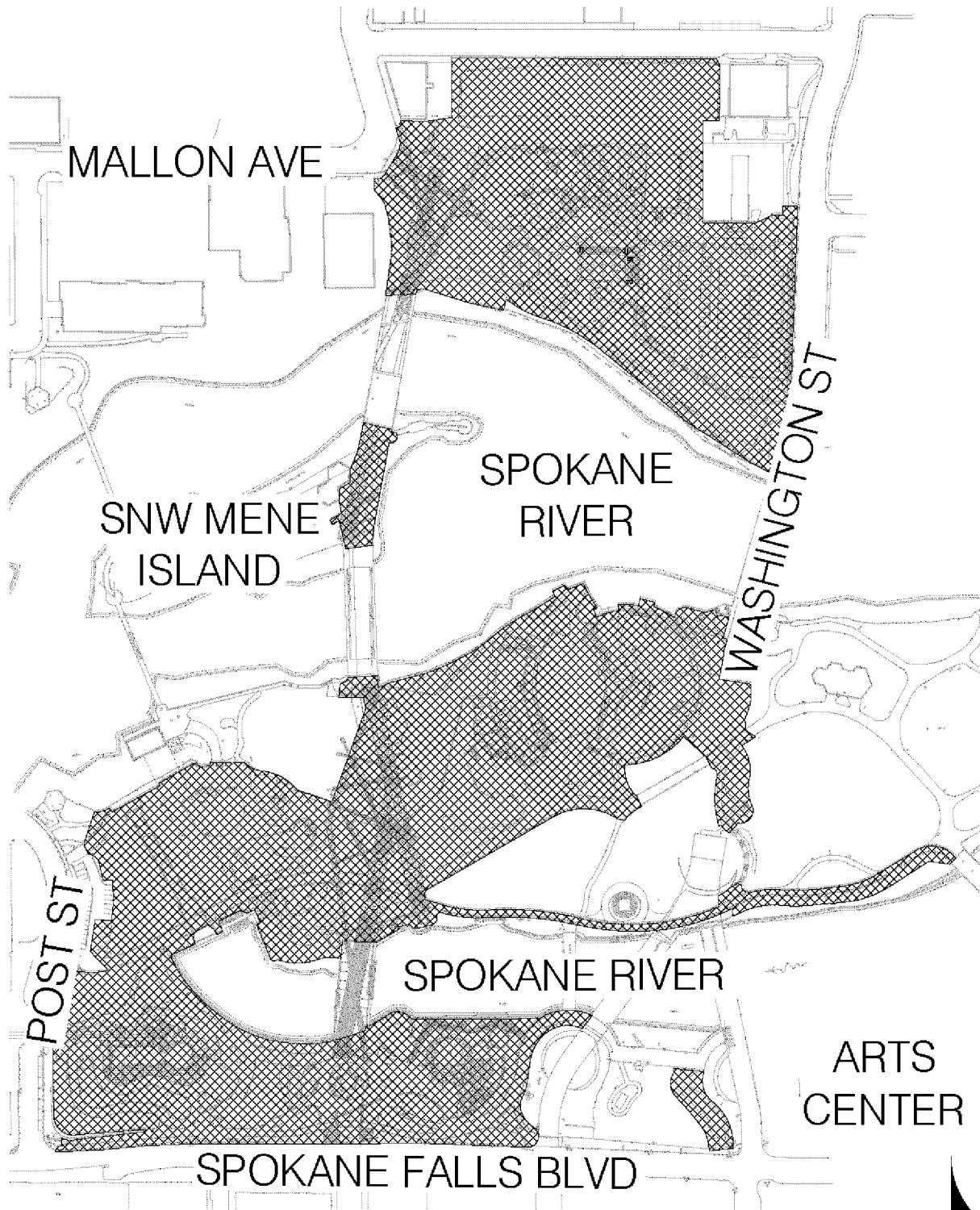
Parcel Number: 35185.0076  
18-25-43 PTN OF THE S1/2 OF SECTION DAF; BEG AT THE INTERSEC OF N LN OF S1/2 OF SEC WITH W LN OF HOWARD ST TH S10DEG24.5 MIN W ALG W LN OF HOWARD ST 206.04FT TO POB TH S54DEG52MIN W108.85FT TH S53DEG 49MIN W73.03FT TH S66DEG 34MINW76.71F T TH N77DEG 38MIN W85.82FT TH S71DEG 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 CONTN10DEG 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 aerification 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.