

Walla Walla Co
Bill Singer Chevron
TCP VCP

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MAY 20 2013

DEPARTMENT OF ECOLOGY
EASTERN REGIONAL OFFICE

After Recording Return to:
Patti Carter
Department of Ecology
4601 N. Monroe Street
Spokane, WA 99205

Environmental Covenant

Grantor: Bill D. & Loretta R. Singer
Grantee: State of Washington, Department of Ecology
Legal: CAINS TAX 7 BLK C LOCATION : 00007 E ROSE ST
Tax Parcel Nos.: 360720574707

Grantor, Bill D. & Loretta R. Singer, hereby binds Grantor, its successors and assigns to the land use restrictions identified herein and grants such other rights under this environmental covenant (hereafter "Covenant") made this 13th day of May, 2013 in favor of the State of Washington Department of Ecology (Ecology). Ecology shall have full right of enforcement of the rights conveyed under this Covenant pursuant to the Model Toxics Control Act, RCW 70.105D.030(1)(g), and the Uniform Environmental Covenants Act, 2007 Wash. Laws ch. 104, sec. 12.

This Declaration of Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Bill D. & Loretta R. Singer, its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology").

A remedial action (hereafter "Remedial Action") occurred at the property that is the subject of this Covenant. The Remedial Action conducted at the property is described in the following documents:

Waste Oil UST Decommissioning and Site Assessment, Singer Chevron, 7 E. Rose Street, Walla Walla, Washington: Martin S. Burck Associates, Inc., June 23, 2005.

Phase I Environmental Site Assessment Report, Singer Chevron, 7 E. Rose Street, Walla Walla, Washington: BMEC, 10/27/2010.

Phase II Site Investigation at Singer's Chevron, 7 E. Rose Street, Walla Walla, Washington: Blue Mountain Environmental Consulting Services, December 1, 2010.

Monitor Wells Installation and First Quarter Groundwater Monitoring Report, Singer's Chevron Food Mart LLC: Plateau Geoscience Group LLC, October 10, 2011.

Site Investigation and 2nd Quarter Groundwater Monitoring Report, Singer's Chevron Food Mart LLC: Plateau Geoscience Group LLC, February 2, 2012.

3rd Quarter Groundwater Monitoring Report, Singer's Chevron Food Mart, 7 E. Rose Street, Walla Walla, Washington: Plateau Geoscience Group LLC, June 20, 2012.

4th Quarter Groundwater Monitoring Report, Singer's Chevron Food Mart, 7 E. Rose Street, Walla Walla, Washington: Plateau Geoscience Group LLC, September 28, 2012.

5th Quarter Groundwater Monitoring Report, Singer's Chevron Food Mart, 7 E. Rose Street, Walla Walla, Washington: Plateau Geoscience Group LLC, December 21, 2012.

6th Quarter Groundwater Monitoring Report, Singer's Chevron Food Mart, 7 E. Rose Street, Walla Walla, Washington: Plateau Geoscience Group LLC, February 1, 2013.

7th Quarter Groundwater Monitoring Report, Singer's Chevron Food Mart, 7 E. Rose Street, Walla Walla, Washington: Plateau Geoscience Group LLC, April 17, 2013.

These documents are on file at Ecology's Eastern Regional Office.

This Covenant is required because the Remedial Action resulted in residual concentrations of Petroleum Hydrocarbons which exceed the Model Toxics Control Act Method A Cleanup Levels for SOIL established under WAC 173-340-740.

The undersigned, Bill D. & Loretta R. Singer, is the fee owner of real property (hereafter "Property") in the County of Walla Walla, State of Washington, that is subject to this Covenant. The Property is legally described AS FOLLOWS: Beginning at the point of intersection of the northerly line of Rose Street in the City of Walla Walla, Washington, with the easterly line of Second Avenue North (formerly Second Street) as said Street lines are now recognized and established by the records in the office of the City Engineer of said City of Walla Walla; thence north 29 degrees 50' west along said easterly line of Second Avenue North, a distance of 84.55 feet; thence north 60 degrees 10' east a distance of 120.00 feet; thence south 29 degrees 50' east a distance of 84.55 feet to a point in the northerly line of Rose



Street; thence south 60 degrees 10' west along said northerly line of Rose Street, a distance of 120 feet to the point of beginning.

Bill D. & Loretta R. Singer make the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, as provided by law and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereafter "Owner").

Section 1. Any activity on the Property that may result in the release or exposure to the environment of the contaminated soil that was contained as part of the Remedial Action, or create a new exposure pathway, is prohibited. Some examples of activities that are prohibited in the capped areas include: drilling, digging, placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capability, piercing the surface with a rod, spike or similar item, bulldozing or earthwork.

Section 2. Any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited.

Section 3. Any activity on the Property that may result in the release or exposure to the environment of a hazardous substance that remains on the Property as part of the Remedial Action, or create a new exposure pathway, is prohibited without prior written approval from Ecology.

Section 4. The Owner of the property must give thirty (30) day advance written notice to Ecology of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Remedial Action.

Section 5. The Owner must restrict leases to uses and activities consistent with the Covenant and notify all lessees of the restrictions on the use of the Property.

Section 6. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Covenant. Ecology may approve any inconsistent use only after public notice and comment.



Section 7. The Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Remedial Action; to take samples, to inspect remedial actions conducted at the property, to determine compliance with this Covenant, and to inspect records that are related to the Remedial Action.

Section 8. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument may be recorded only if Ecology, after public notice and opportunity for comment, concurs.

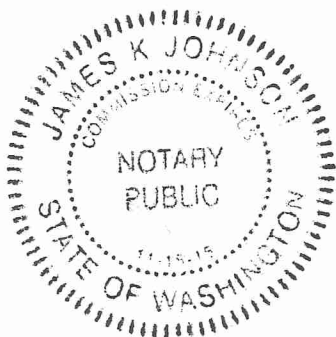
[NAME OF GRANTOR]

Bill D. & Loretta R. Singer Bill D. Singer Loretta R. Singer
[Name of Signatory]

Dated: May 13th, 2013 _____

STATE OF Washington _____
COUNTY OF Walla Walla _____

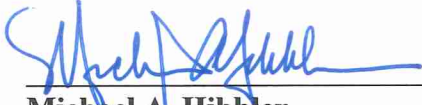
On this 13th day of May, 2013, I certify that Bill D. & LORETTA R. SINGER personally appeared before me, and acknowledged that **he/she** is the individual described herein and who executed the within and foregoing instrument and signed the same at **his/her** free and voluntary act and deed for the uses and purposes therein mentioned.



James K Johnson
Notary Public in and for the State of
Washington, residing at WALLA WALLA
My appointment expires 11/15/15.



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY



Michael A. Hibbler

Section Manager, Toxics Cleanup Program

Dated: 14 May 2013



Exhibit A
Legal Description

Beginning at the point of intersection of the northerly line of Rose Street in the City of Walla Walla, Washington, with the easterly line of Second Avenue North (formerly Second Street) as said Street lines are now recognized and established by the records in the office of the City Engineer of said City of Walla Walla; thence north 29 degrees 50' west along said easterly line of Second Avenue North, a distance of 84.55 feet; thence north 60 degrees 10' east a distance of 120.00 feet; thence south 29 degrees 50' east a distance of 84.55 feet to a point in the northerly line of Rose Street; thence south 60 degrees 10' west along said northerly line of Rose Street, a distance of 120 feet to the point of beginning.

