



FILE# 8068306
 YAKIMA COUNTY, WA
 09/17/2020 03:22:41PM
 COVENANT
 PAGES: 5
 FIDELITY TITLE COMPANY

After Recording Return to:

Recording Fee: 107.50

Department of Ecology
 15 West Yakima Ave – Suite 200
 Yakima, WA 98902-3452

Environmental Covenant

198208

Grantor: Valley Processing, Inc.
 Grantee: Grantee: State of Washington, Department of Ecology
 Legal: GEORGE E SHAW'S ACRE TRACRS ADD TO SUNNYSIDE: PTN LOT 10
 BLK "B" LY S'LY OF NORTHERN PACIFIC RR EX S 15 FT
 Tax Parcel Nos.: Yakima County - 22102522555

Grantor, Valley Processing, Inc., 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 15th day of September, 2020 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, RCW 64.70.

This Declaration of Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Valley Processing, Inc., 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 document[s]:

Cleanup Action Plan, Bee Jay Scales, attached as Exhibit A to that certain Consent Decree filed of record on May 28, 2013 in the records of Yakima County, Washington.

These documents are on file at Ecology's Central Regional Office located at 15 West Yakima Ave -- Suite 200, Yakima, WA 98902.

This Covenant is required because the Remedial Action resulted in residual concentrations of nitrate which exceed the Model Toxics Control Act Method A Cleanup Level(s) for groundwater established under WAC 173-340-720.

The undersigned, Valley Processing, Inc., is the fee owner of real property (hereafter "Property") in the County of Yakima, State of Washington, that is subject to this Covenant. The Property is legally described in Attachment A of this covenant which is made a part hereof by reference.

Valley Processing, Inc. makes the following declaration as to limitations 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. No groundwater may be taken for any use or purpose, except for those uses and purposes needed to support the Remedial Action as described in the Site Documents. No drinking water wells will be installed in the shallow aquifer at the Property, which extends to a depth of about 30 to 40 feet below the ground surface, while nitrate concentrations in groundwater exceed federal drinking water standards of 10 mg/l.

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 will result in the release or exposure to the environment of nitrate in groundwater on the Property above federal drinking water standards, or creates a new exposure pathway to nitrate in groundwater above federal drinking water standards, is prohibited without prior written approval from Ecology.

Section 4. The Owner of the property must give thirty (30) days 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.

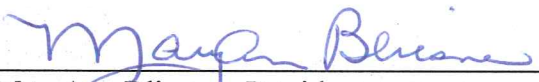
Section 5. The Owner must restrict leases to uses and activities consistent with the Covenant and notify lessees of the restrictions on the use of the Property.

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 will 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.

Valley Processing, Inc.



Mary Ann Bliesner, President

Dated: 9/17/20


STATE OF WASHINGTON)

: ss.

County of Yakima)

I certify that I know or have satisfactory evidence that MaryAnn Bliesner is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the President of _Valley Processing, Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Sept 17, 2020.


Print Name: Christina K Hennessey
Notary Public in and for the State
of Washington, residing at Selah
My commission expires: 8/28/22

