

After Recording Return to:
Sandra Treccani
Department of Ecology
Eastern Regional Office
4601 N Monroe
Spokane, WA 99205

717004

Covenants Rec Fee: \$ 77.00
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Eunice L. Coker, Whitman County Auditor



Environmental Covenant

Grantor: City of Palouse

Grantee: State of Washington, Department of Ecology

Legal: Lots 3 and 4, and ptn of Lot 2, Blk 1, Wiley's Addn to Palouse

Tax Parcel Nos.: 1-0780-00-01-02-0002; 03-0000;. 04-0000

Cross Reference: N/A

Grantor, City of Palouse, 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 day of March, 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 the City of Palouse, 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]:

Final Cleanup Action Plan, Palouse Producers Site, December 2011

Final Remedial Action Report, March 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 benzene, arsenic, lead, and total petroleum hydrocarbons which exceed the Model Toxics Control Act Method B Cleanup Levels for soil established under WAC 173-340-740(3)(b), and benzene, arsenic, lead, manganese, and total petroleum hydrocarbons which exceed the Model Toxics Control Act Method B Cleanup levels for groundwater established under WAC 173-340-720(4)(b).

This Restrictive Covenant is also required because a conditional point of compliance has been established for groundwater.

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

The City of Palouse makes 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.

1. No groundwater may be taken for domestic use from the Property.
2. Any activity on the Property that may result in the release or exposure to the environment of, or create a new exposure pathway to, the contaminated soil that remains on-site at greater than 7 feet below ground surface is prohibited. Some examples of activities that are prohibited at depths greater than 7 feet include: drilling, digging, bulldozing, earthwork or placement of any objects or use of any equipment below this depth.

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.

City of Palouse



Michael Echanove

Mayor

Dated: March 12, 2013

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

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A handwritten signature in blue ink, appearing to read 'James J. Pendowski', written over a horizontal line.

James J. Pendowski
Program Manager

Dated: 3/22/13

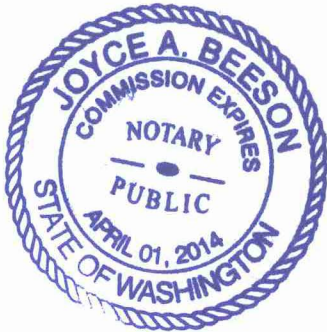
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STATE OF WASHINGTON
COUNTY OF WHITMAN

On this 12th day of March, 2013, I certify that Michael Echarove
_____ personally appeared before me, acknowledged that he signed this instrument, on oath
stated that he was authorized to execute this instrument, and acknowledged it as the
Mayor [type of authority] of City of Palouse [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.



Joyce A. Beeson
Notary Public in and for the State of
Washington, residing at Palouse.
My appointment expires 4/1/2014.

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Exhibit A
Legal Description

The East 47 feet of Lot 2, and all of Lots 3 and 4, Block 1, Wiley's Original Addition to the town of Palouse City, according to the plat thereof, recorded in Book F of Plats, page 11, records of Whitman County, Washington.