



FILE# 7669349
YAKIMA COUNTY, WA
10/05/2009 01:45:28PM
COVENANT
PAGES: 5
DEPARTMENT OF ECOLOGY

Recording Fee: 66.00

After Recording Return to:
Frosti Smith
Department of Ecology
15 W Yakima Avenue, Ste 200
Yakima WA 98902

Environmental Covenant

Grantor: Westpark Properties, LLC
Grantee: State of Washington, Department of Ecology
Legal: Lot 15, 16 Block 22, THE UPLANDS, recorded in Volume "O" of Plats, page 28
Tax Parcel Nos.: 181322-24524, 181322-24492
Cross Reference: N/A

Grantor, Westpark Properties, LLC, a Washington limited liability company, 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 5th day of October, 2009 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 Westpark Properties, LLC, 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]:

Limited Remedial Action Report Former Godfathers Building, July 22, 2006 to November 1, 2005.

These documents are on file at Ecology's Yakima Office.

SCENARIO 1:

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

The undersigned, Westpark Properties, LLC, 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 AND MADE A PART HEREOF BY REFERENCE .

Westpark Properties, LLC 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. "A portion of the Property contains PCE contaminated soil located as marked on attached map in attachment B of this covenant and made a part hereof by reference. The Owner shall not alter, modify, or remove the existing structure[s] in any manner that may result in the release or exposure to the environment of that contaminated soil or create a new exposure pathway without prior written approval from Ecology."

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.

Westpark Properties, LLC, a Washington limited liability company



Jay Alan Sentz
Managing Member

Dated: 10/5/09

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY



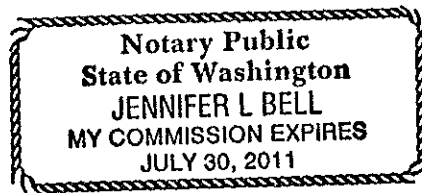
Valerie Bound
Acting Section Manager

Dated: 10-5-09

[INDIVIDUAL ACKNOWLEDGMENT]

STATE OF Washington
COUNTY OF Yakima

On this 5th day of October, 2009, I certify that Jay Sentsz 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.



Jennifer L. Bell
Notary Public in and for the State of
Washington, residing at Yakima.
My appointment expires July 30, 2011.

Exhibit A
Legal Description

Lot 15 & 16, Block 22, THE UPLANDS, recorded in Volume "O" of Plats, Page 28

Exhibit B

