

After Recording Return to:

Kay Seiler, Program Manager
Hazardous Waste and Toxics Reduction Program
Department of Ecology
300 Desmond Drive SE
Lacey, WA 98503

Environmental Covenant

Grantor: [insert]
Grantee: State of Washington, Department of Ecology
Legal: [insert]
Tax Parcel Nos.: [insert]
Cross Reference: none

Grantor, _____, 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 _____, 2013 in favor of the State of Washington Department of Ecology and its successors and assigns (Ecology). Ecology shall have full right of enforcement of the rights conveyed under this Covenant pursuant to the Model Toxics Control Act (MTCA), RCW 70.105D.030(1)(g), and the Uniform Environmental Covenants Act, RCW 64.70.110.

This Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by _____, its successors and assigns, and Ecology.

A remedial action (hereafter “Remedial Action”) is occurring at the area Ecology has designated as the General Electric Aviation Site (Site). The Site as defined by WAC 173-340-200 includes the property at [insert address] (Property). The Property is the subject of this Covenant. The Remedial Action is described in the following documents: Consent Decree in *State of Washington, Department of Ecology v. General Electric Co., GE Aviation, King*

County Superior Court No. [insert], entered [insert , 2013], and all exhibits attached thereto, including Exhibit B, Cleanup Action Plan, GE South Dawson Street, Seattle, Washington, dated _____, 2013. These documents are on file at Ecology’s Northwest Regional Office.

This Covenant is required because of soil and groundwater contamination. Site-specific MTCA Method A and B soil and groundwater cleanup levels have been established for the Site based on protection of indoor air, protection of surface water, and potable groundwater (for arsenic and total petroleum hydrocarbons [TPH] only). The site-specific soil cleanup levels for TPH and trichloroethylene (TCE) are currently exceeded at the Property. The site-specific groundwater cleanup levels for TCE are currently exceeded at the Property. Even after the cleanup meets the Ecology cleanup requirements, contaminants may still exceed unrestricted MTCA Method A soil cleanup levels (total petroleum hydrocarbon and MTCA unrestricted Method A or B groundwater potability cleanup levels (trichloroethylene, vinyl chloride, 1,4-dioxane, trans-1,2-DCE, and cis 1,2-DCE), since the Ecology cleanup action plan allows contaminated soils to be capped in place and allows residual contaminant concentrations to meet site-specific groundwater cleanup levels that are primarily based on protection of surface water and indoor air.

The undersigned, _____, is the fee owner of the Property that is subject to this Covenant. The Property is legally described in Attachment A to this Covenant and made a part hereof by reference. A figure depicting the Property is attached to this Covenant as Attachment B.

_____ 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. No groundwater may be taken from the Property for domestic, agricultural, or any other use.

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 without prior written approval from Ecology. This includes, but is not limited to: 1) any activities that may compromise the integrity of any groundwater extraction well or groundwater monitoring well; and 2) any activities that may compromise any vapor intrusion mitigation equipment and monitoring gauges associated with the Remedial Action.

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. Such activities include, but are not limited to: 1) any subsurface activities that may mix contamination in the intermediate and deeper zone groundwater with contamination in the shallow zone groundwater; 2) any activities that have the potential to exacerbate the vapor intrusion pathway; 3) the alteration, modification, or removal of any existing structure[s], including building floors, that may result in the release or exposure to the environment of a hazardous substance that remains on the Property (e.g., through dermal contact, ingestion, and vapor intrusion); and 4) any drilling, digging, bulldozing, or sub-surface earthwork that may result in the release or exposure to the environment of a hazardous substance that remains on the Property. Construction and development are not prohibited on the Property when performed in compliance with the terms of this Covenant. Drilling, digging, bulldozing, or sub-surface earthwork may not proceed without provision for worker safety and health as described in WAC 173-340-810 and compliance with applicable worker safety law (e.g., the Occupational Safety and Health Act of 1970, 29 U.S.C. Sec. 651 et seq., and the Washington Industrial Safety and Health Act and its implementing regulations, chapter 49.17 RCW and chapter 296-62 WAC).

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 voluntary 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. Owner shall include in any instrument conveying any ownership interest in any portion of the property notice of this covenant.

Section 5. The Owner must restrict leases to uses and activities consistent with this 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 and with reasonable advance notice 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, to the extent such records are kept by the Owner.

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, in part or in whole, 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]

[Name of Signatory]
[Title]

Dated: _____

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Kay Seiler
Program Manager
Hazardous Waste and Toxics Reduction Program

Dated: _____

[INDIVIDUAL ACKNOWLEDGMENT]

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 2013, I certify that _____ 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.

Notary Public in and for the State of
Washington, residing at _____ .
My appointment expires _____ .

[CORPORATE ACKNOWLEDGMENT]

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 2013, I certify that _____ personally appeared before me, acknowledged that **he/she** is the _____ of the corporation that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that **he/she** was authorized to execute said instrument for said corporation.

Notary Public in and for the State of
Washington, residing at _____ .
My appointment
expires _____ .

[REPRESENTATIVE ACKNOWLEDGEMENT]

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 2013, I certify that _____ 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 _____ [type of authority] of _____ [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.

Notary Public in and for the State of
Washington, residing at _____ .
My appointment expires _____ .