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DEPARTMENT OF ECOLOGY - CENTRAL REGIONAL OFFICE

FILE# 7695345
YAKIMA COUNTY, WA
06/22/2010 03:28:39PM
COVENANT
PAGES: 6
VALUED CUSTOMER
FULCRUM ENVIRONMENTAL CONSULTING
Recording Fee: 67.00

After Recording Return to:
Mark Dunbar
Department of Ecology
15 W. Yakima Avenue, Suite 200
Yakima, WA 98902-3452

Environmental Covenant

Grantor: Wal-Mart Stores, Inc.
Grantee: State of Washington, Department of Ecology
Legal: **Lot 1 of that Short Plat recorded under Auditor's File No. 7686513, records of Yakima County, Washington.**
Tax Parcel No.: 18132941411

Grantor, Wal-Mart Stores, 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 __ day of _____, 2010 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 Grantor, 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] prepared by Fulcrum Environmental Consulting, Inc.:

Soil Remediation Plan -- West Valley Commercial Center, Yakima, WA dated August 22, 2008.

Soil Remediation Report -- West Valley Commercial Center, Yakima, WA dated February 24, 2010 and revised April 23, 2010.

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

This Covenant is required because the Remedial Action resulted in residual concentrations of arsenic, lead, 4,4'-dichlorodiphenyltrichloroethane (DDT), and an associated DDT breakdown product, 4,4'-dichlorodiphenyldichloroethylene (DDE), which exceed the Model Toxics Control Act Method A or Method B Cleanup Level(s) for soil established under WAC 173-340-740. Wal-Mart has prepared an Operations and Maintenance Plan that provides guidelines on maintaining the protective barriers overlying the residual contaminants in soil as described in the Soil Remediation Report. This Operations and Maintenance Plan is also available at Ecology's Central Regional Office.

The undersigned Grantor is the fee owner of real property (hereafter "Property") in the County of Yakima County, State of Washington, that is subject to this Covenant. The Property is legally described as stated on Page 1.

Grantor 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. As shown on Exhibit A, a portion of the Property contains arsenic, lead, DDT, and DDE located in soil beneath buildings, pavement, sidewalks, or other protective barriers. The Owner shall not alter, modify, or remove the existing structure[s] or other protective barriers 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.

b. 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 without prior written approval by Ecology. 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.

WAL-MART STORES, INC.

Vice President of Real Estate

[Name of Signatory] **[Title]**

Dated: 6/15/2010

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Valerie Bound Section Manager

[Name of Person Acknowledging Receipt] **[Title]**

Dated: 6-22-10

CYNTHIA HUWE
COMMISSION EXPIRES
NOTARY
PUBLIC
APRIL 26, 2013
STATE OF WASHINGTON

6/22/10

Cynthia Huwe

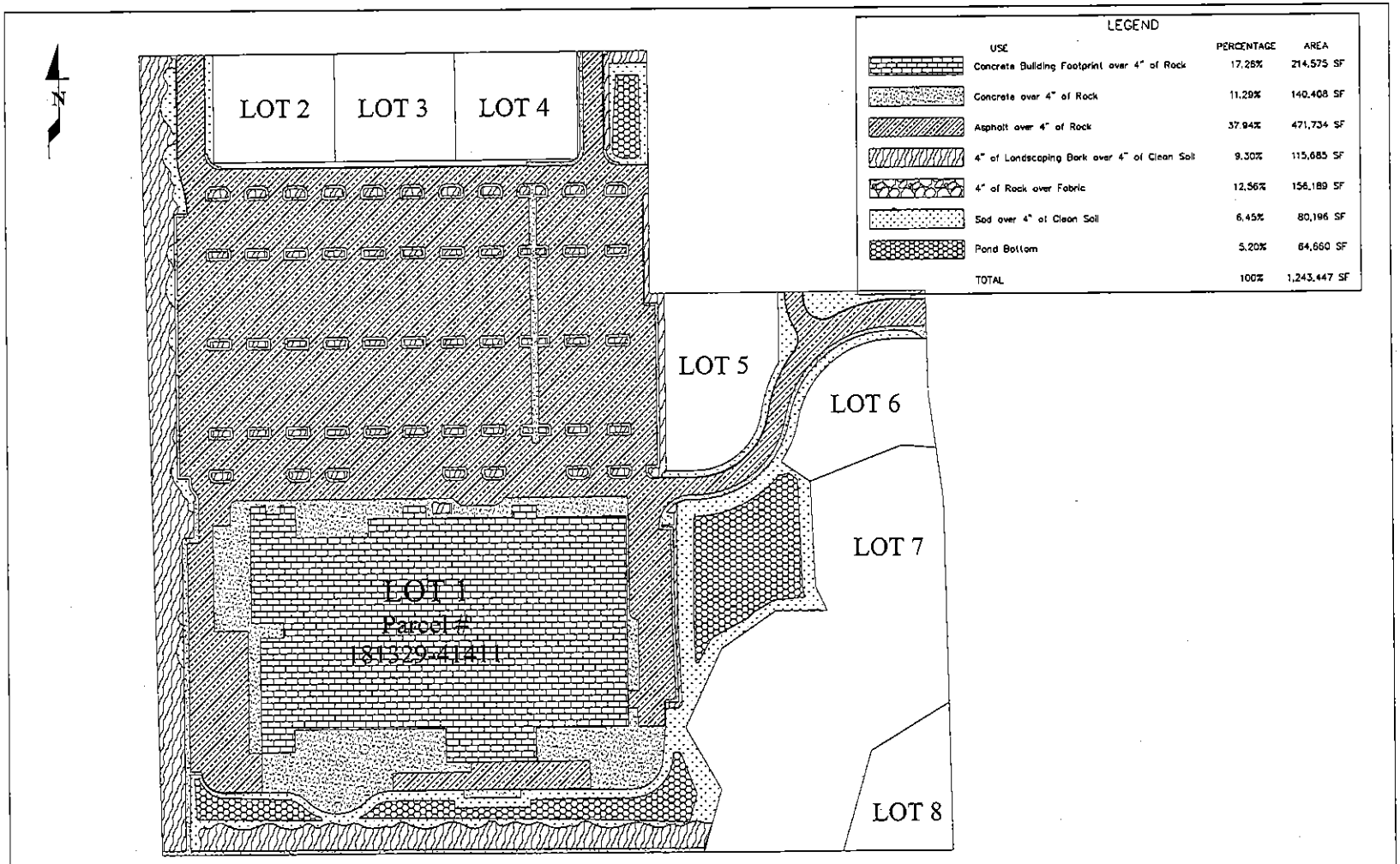
4/26/13

STATE OF Arkansas
COUNTY OF Benton

On this 15th day of June, 2010, I certify that John E. Clarke personally appeared before me, acknowledged that **he/~~she~~** is the Vice President of Real Estate 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.

Jane Bennett
County of Benton
Notary Public - Arkansas
My Commission Exp. 03/13/2012

Jane Bennett
Notary Public in and for the State of Arkansas, residing at Bentonville, Ar.
My appointment expires 3-13-2012.



Legend

Scale: Not to Scale

Original Map Courtesy of CLC Associates

Exhibit A
Ground Cover Map

64th Avenue and Nob Hill Boulevard
Yakima, Washington

Fulcrum Environmental Consulting, Inc.
406 North Second Street
Yakima, Washington 98901
Phone (509) 574-0839 Fax (509) 575-8453

Drawn by: AMP	Project Number: 06211.3
Date: 04/27/2010	File Name: WVCC O&M