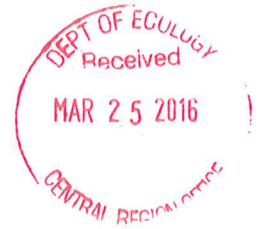


After recording, please return to:
Port of Klickitat
154 E Bingen Point Way Ste. A
Bingen, WA 98605



ENVIRONMENTAL COVENANT

Reference numbers
of related documents:

Grantor: Klickitat County Port District No. 1
a Washington municipal corporation

Grantee: Washington Department of Ecology
an agency of the State of Washington

Abbreviated Description: A 2.02 acre tract of land lying in the Southwest ¼ of Section 25,
Township 2 North, Range 13 East, Willamette Meridian, Klickitat
County, Washington

Full Legal Description: Exhibit "A"

Map or Drawing: Exhibit "B"

Assessor's Property
Tax Parcel Account
Number(s): 021325000000700

1117361 DECL
03/09/2016 03:47 PM Page: 1 of 14 Fees: 86.00
Brenda Sorensen County Auditor, Klickitat County WA



After Recording Return
 Original Signed Covenant to:
 Chris Wend
 Toxics Cleanup Program
 Department of Ecology
 1250 West Alder Street
 Union Gap, WA 98903

Environmental Covenant

Grantor: Klickitat County Port District No. 1

Grantee: State of Washington, Department of Ecology (hereafter "Ecology")

Brief Legal Description: A 2.02 acre tract of land lying in the Southwest ¼ of Section 25, Township 2 North, Range 13 East, Willamette Meridian, Klickitat County, Washington.

Tax Parcel Nos.: 021325000000700

RECITALS

- a. This document is an environmental (restrictive) covenant (hereafter "Covenant") executed pursuant to the Model Toxics Control Act ("MTCA"), chapter 70.105D RCW, and Uniform Environmental Covenants Act ("UECA"), chapter 64.70 RCW.
- b. The Property that is the subject of this Covenant is a site commonly known as Recycled Aluminum Metals Co (Disposal Site), Facility/Site ID: 94186268. The Property is legally described in Exhibit A, and illustrated in Exhibit B, both of which are attached (hereafter "Property"). If there are differences between these two Exhibits, the legal description in Exhibit A shall prevail.
- c. The Property is the subject of remedial action conducted under MTCA. This Covenant is required because residual contamination remains on the Property after completion of remedial actions. Specifically, the following principal contaminants remain on the Property:

Medium	Principal Contaminants Present
Soil	NA
Groundwater	Total Dissolved Solids, Chloride, Nitrate
Surface Water/Sediment	NA

- d. It is the purpose of this Covenant to restrict certain activities and uses of the Property as set forth herein to protect the integrity of the remedial actions described in the "Interim Remedial



Action Plan" dated October 9, 2006, the "Interim Remedial Action Report" dated June 4, 2008, the "Focused Sampling Assessment and Removal Action Report" dated September 6, 2011, and the DIP RAMCo Site Cap Project Record Drawings dated December 14, 2015, (collectively "Remedial Actions") conducted at the site. These documents, describing the extent of residual contamination and the remedial actions conducted, are maintained at the offices of Ecology and/or Klickitat County Port District No. 1.

e. This Covenant grants Ecology certain rights under UECA and as specified in this Covenant. As a Holder of this Covenant under UECA, Ecology has an interest in real property, however, this is not an ownership interest which equates to liability under MTCA or the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.* The rights of Ecology as an "agency" under UECA, other than its' right as a holder, are not an interest in real property.

COVENANT

Klickitat County Port District No. 1 (hereafter "Grantor") owner of the Property hereby grants to Ecology, and its successors and assignees, the following covenants. Furthermore, it is the intent of Grantor that such covenants shall supersede any prior interests the GRANTOR has in the property and run with the land and be binding on all current and future owners of any portion of, or interest in, the Property.

Section 1. General Restrictions and Requirements.

The following general restrictions and requirements shall apply to the Property:

- a. **Interference with Remedial Action.** The Grantor shall not engage in any activity on the Property that would interfere with the Remedial Actions or substantially prevent the monitoring and inspection of the Remedial Actions without prior written approval from Ecology.
- b. **Protection of Human Health and the Environment.** The Grantor shall not engage in any activity on the Property that results in the release of residual contamination that was contained as a part of the Remedial Actions or that exacerbates or creates a new exposure to residual contamination remaining on the Property.
- c. **Continued Compliance Required.** Grantor shall not convey any interest in any portion of the Property without providing for the continued adequate and complete operation, maintenance and monitoring of remedial actions and continued compliance with this Covenant.

Section 2. Specific Prohibitions and Requirements.

In addition to the general restrictions in Section 1 of this Covenant, the following additional specific restrictions and requirements shall apply to the Property.

- **Groundwater use.**

The groundwater beneath the Property remains contaminated and shall not be extracted for any purpose other than temporary construction dewatering,

investigation, monitoring or remediation. Drilling of a well for any water supply purpose is strictly prohibited. Groundwater extracted from the Property for any purpose shall be considered potentially contaminated and any discharge of this water shall be done in accordance with state and federal law.

- **Monitoring wells.**

Four (4) groundwater monitoring wells are located on the Property, identified as MW-2 (Ecology tag AKM506), MW-3 (Ecology tag AKM505), MW-4 (Ecology tag AKM504), and MW-5 (Ecology tag APM049) and are shown in Exhibit D

Section 3. Access.

a. The Grantor freely and voluntarily grants Ecology and its authorized representatives, provided advanced notice is given, the right to enter the Property during standard business hours to evaluate the effectiveness of this Covenant and the Remedial Actions and to enforce compliance with this Covenant including the right to take samples, inspect the Remedial Actions conducted on the Property, and inspect related records.

b. No right of access or use by a third party to any portion of the Property is conveyed by this instrument.

Section 4. Notice Requirements.

a. **Conveyance of Any Interest.** The Grantor, when conveying any interest IN ANY PART OF THE PROPERTY including but not limited to title, easement, leases, and security or other interests, must:

- i. Provide written notice to Ecology of the intended conveyance at least thirty (30) days in advance of the conveyance.
- ii. Include in the conveying document a notice in substantially the following form, as well as a complete copy of this Covenant:

NOTICE: THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON _____ AND RECORDED WITH THE _____ COUNTY AUDITOR UNDER RECORDING NUMBER _____. USES AND ACTIVITIES ON THIS PROPERTY MUST COMPLY WITH THAT COVENANT, A COMPLETE COPY OF WHICH IS ATTACHED TO THIS DOCUMENT.

- iii. Unless otherwise agreed to in writing by Ecology, provide Ecology with a complete copy of the executed document within thirty (30) days of the date of execution of such document.

b. **Reporting Violations.** Should the Grantor become aware of any violation of this Covenant, Grantor shall promptly report such violation in writing to Ecology.

c. **Emergencies.** For any emergency or significant change in site conditions due to Acts of Nature (for example, flood or fire) resulting in a violation of this Covenant, the Grantor is

authorized to respond to such an event in accordance with state and federal law. The Grantor must notify Ecology in writing of the event and response actions planned or taken as soon as practical but no later than within 24 hours of the discovery of the event.

d. Notification procedure. Any required written notice, approval, reporting or other communication shall be personally delivered or sent by first class mail to the following persons. Any change in this contact information shall be submitted in writing to all parties to this Covenant. Upon mutual agreement of the parties to this Covenant, an alternative to personal delivery or first class mail, such as e-mail or other electronic means, may be used for these communications.

Executive Director Port of Klickitat 154 E Bingen Point Way Suite A Bingen, WA 98605 509-493-1655	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 Olympia, WA 98504 – 7600 (360) 407-6000 ToxicsCleanupProgramHQ@ecy.wa.gov
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Section 5. Modification or Termination.

a. The Grantor must provide written notice and obtain approval from Ecology at least sixty (60) days in advance of any proposed activity or use of the Property that would violate the terms and conditions of this Covenant. For any proposed activity or use that would result in the violation of this Covenant:

i. Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal; and

ii. If Ecology approves of the proposal, the Covenant must be amended to reflect the change before the activity or use can proceed.

b. If the conditions at the site requiring a Covenant have changed or no longer exist, then the Grantor may submit a request to Ecology that this Covenant be amended or terminated. Any amendment or termination of this Covenant must follow the procedures in MTCA and UECA and any rules promulgated under these chapters.

Section 6. Enforcement and Construction.

a. This Covenant is being freely and voluntarily granted by the Grantor.

b. Within twenty (20) days of execution of this Covenant, Grantor shall provide Ecology with an original signed Covenant and proof of recording and a copy of the Covenant and proof of recording to others required by RCW 64.70.070.

c. Ecology shall be entitled to enforce the terms of this Covenant by resort to specific performance or legal process. All remedies available in this Covenant shall be in addition to any and all remedies at law or in equity, including MTCA and UECA. Enforcement of the terms of



this Covenant shall be at the discretion of Ecology, and any forbearance, delay or omission to exercise its rights under this Covenant in the event of a breach of any term of this Covenant is not a waiver by Ecology of that term or of any subsequent breach of that term, or any other term in this Covenant, or of any rights of Ecology under this Covenant.

d. The Grantor shall be responsible for all costs associated with implementation of this Covenant.

e. This Covenant shall be liberally construed to meet the intent of MTCA and UECA.

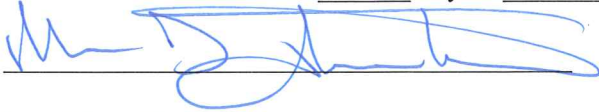
f. The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though such void provision had not been contained herein.

g. A heading used at the beginning of any section or paragraph or exhibit of this Covenant may be used to aid in the interpretation of that section or paragraph or exhibit but does not override the specific requirements in that section or paragraph.



The undersigned Grantor warrants he holds the title to the Property and has authority to execute this Covenant.

EXECUTED this 29th day of FEBRUARY, 2016.



by: Marc Thornsbury

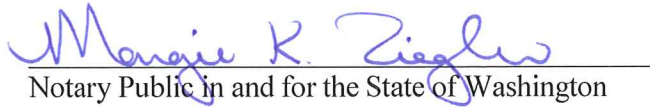
Title: Executive Director

CORPORATE ACKNOWLEDGMENT

STATE OF Washington

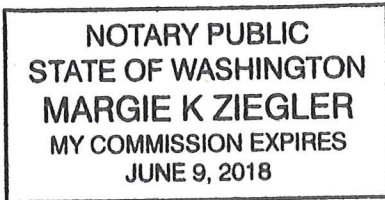
COUNTY OF Klickitat

On this 29th day of February, 2016 I certify that Marc Thornsbury personally appeared before me, acknowledged that he is the Executive Director of the municipal corporation that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument for said municipal corporation.


Notary Public in and for the State of Washington

Residing at White Salmon, WA
Klickitat, County

My appointment expires June 9, 2018



The Department of Ecology, hereby accepts the status as GRANTEE and HOLDER of the above Environmental Covenant.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Valerie Bound

by: Valerie Bound

Title: Section Manager

Dated: 2/23/16

STATE ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF YAKIMA

On this 23 day of February, 2016 I certify that Valerie Bound personally appeared before me, acknowledged that she is the Section Manager of the state agency that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument for said state agency.

Shelly A. Smith (Shelly A. Smith)
Notary Public in and for the State of Washington

Residing at Union Gap, WA

My appointment expires 3-21-2017



Exhibit A

LEGAL DESCRIPTION

A tract of land lying in the Southwest 1/4 of Section 25, Township 2 North, Range 13 East, Willamette Meridian, Klickitat County, Washington, being more particularly described as follows:

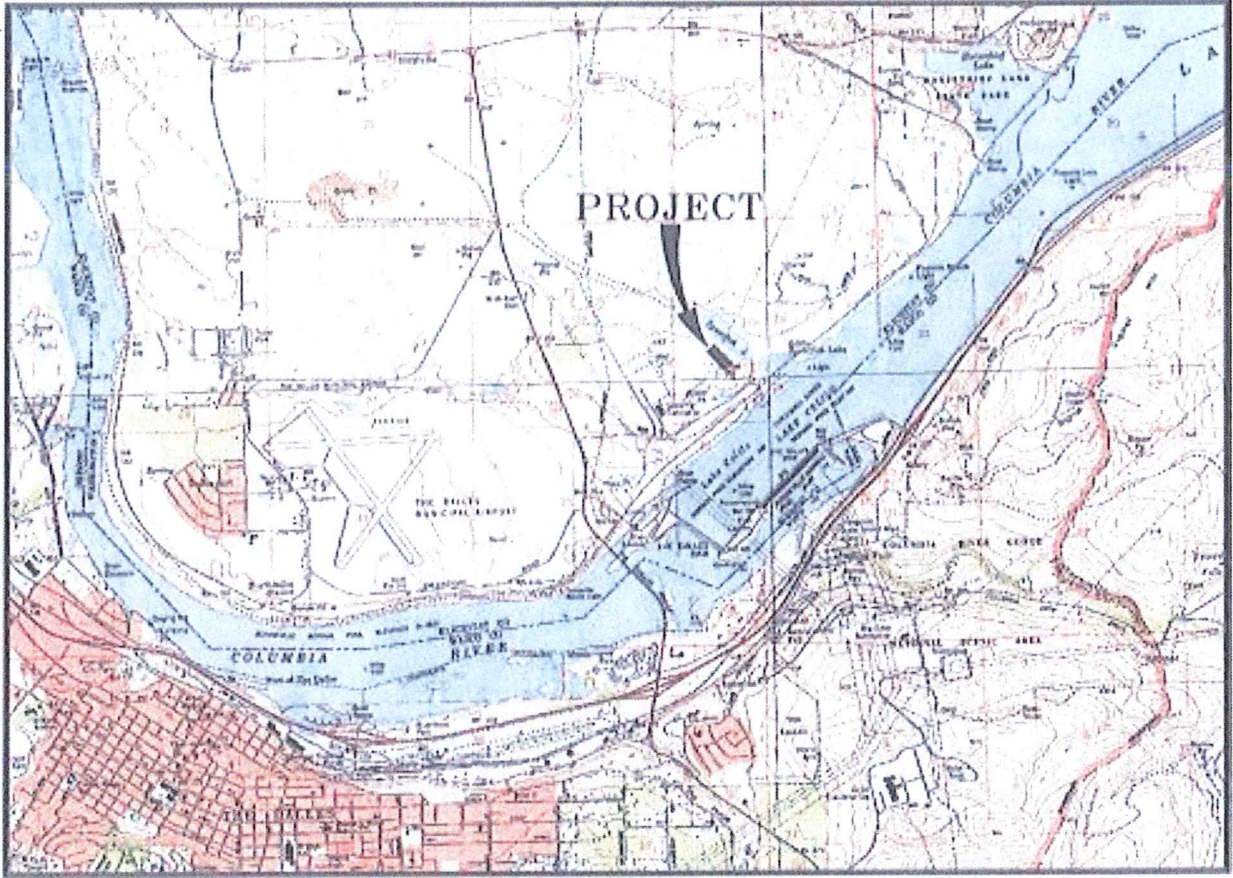
Commencing at the Southwest corner of said Section 25; thence along the West line of said Section 25, North 01°29'27" East 1,609.68 feet; thence leaving said West line at a right angle, South 88°30'33" East 1,224.88 feet to the true point of beginning of this description, said true point of beginning lies on the Northeasterly line of the Port of Klickitat Dallesport Industrial Park property; thence along said Northeasterly line, South 52°03'14" East 278.33 feet; thence leaving said Northeasterly line, South 13°26'24" East 81.99 feet; thence South 20°33'20" West 66.48 feet; thence North 71°08'09" West 109.69 feet; thence North 85°00'04" West 76.30 feet; thence South 82°44'15" West 82.62 feet; thence South 65°50'18" West 33.75 feet; thence South 49°34'13" West 90.83 feet; thence South 77°33'49" West 72.53 feet; thence North 19°59'34" West 79.04 feet; thence North 67°42'29" East 98.36 feet; thence North 31°09'24" East 30.46 feet; thence North 11°52'35" East 154.84 feet; thence North 13°57'20" West 38.27 feet; thence North 69°16'39" East 122.89 feet to the true point of beginning of this description.

Contains 2.02 acres, more or less.



Exhibit B

PROPERTY MAP



VICINITY MAP

SCALE: 1" = 3200'





AREA MAP

SCALE: 1" = 300'

FILL AREA REPRESENTS LOCATION OF RESTRICTION



TERMINSON ENGINEERING Corp.
 CONSULTING ENGINEERS
 402 LANTANA STREET
 WASHINGTON, D.C. 20002
 TEL: 202-462-1777 FAX: 202-462-6627
 E-MAIL: TERC@TERMINSON.COM
 PROJECT NO. 1117361-01
 SHEET NO. 1117361-01

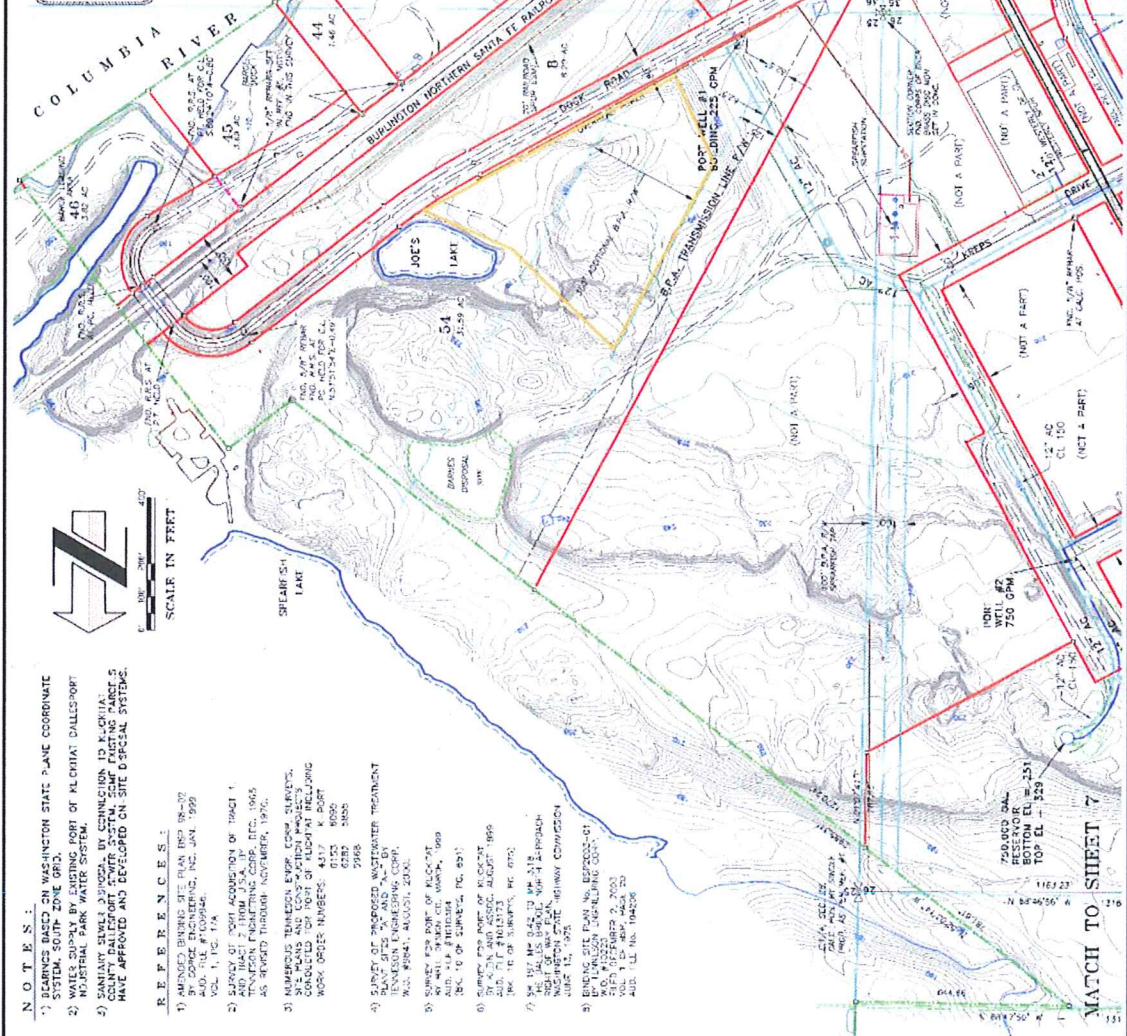
STATE OF WASHINGTON
 REGISTERED PROFESSIONAL ENGINEER
 NO. 1117361-01
 EXPIRES 12/31/2016
 ISSUED 11/14/2015

DATE: 11/14/2015
SCALE: AS SHOWN
PROJECT: PORT OF KLICKITAT
CLIENT: PORT OF KLICKITAT
DESIGNER: TERC
CHECKER: TERC
APPROVER: TERC



BINDING SITE PLAN NO. BSP2007-02
ALTERING BSP-2003-01
 PORT OF KLICKITAT
 DALLESPORT INDUSTRIAL PARK
 IN SECTIONS 23, 25, 26, 35, 36, 37, 38, E. 1/2 E. W. 1/2
 KLICKITAT COUNTY, WASHINGTON

LEGEND:
 1. 1/2" x 1/2" x 30' EASEMENT WITH 10' LOW
 2. 1/2" x 1/2" x 30' EASEMENT WITH 10' LOW
 3. FOUND MONUMENTS, AS NOTED
 4. CALCULATED CORNERS, NOT SET.
 5. 1/2" x 1/2" x 30' EASEMENT WITH 10' LOW



N.O.T.E.S.:
 1) BOUNDARY SURVEY ON WASHINGTON STATE 3-AME COORDINATE SYSTEM SOUTH ZONE GRID.
 2) WATER SUPPLY BY EXISTING PORT OF KLICKITAT DALLESPORT INDUSTRIAL PARK WATER SYSTEM.
 3) SANITARY SEWER 36" DIA. BY CONNECTION TO KLICKITAT DALLESPORT INDUSTRIAL PARK SANITARY SEWER SYSTEM. SANITARY SEWER MAIN APPROVED AND DEVELOPED ON SITE SPECIAL SYSTEMS.

REFERENCES:
 1) ALTERED BINDING SITE PLAN BSP 08-02 BY TERC ENGINEERING, INC. JAN. 1999 VOL. 1, PG. 11A
 2) SURVEY OF PORT ACQUISITION OF TRACT 1 AND TRACT 2 FROM J.S.A. INC. DEC. 1985 AS REVISED THROUGH NOVEMBER 1970.
 3) BOUNDARY SURVEY BY TERC ENGINEERING, INC. FOR THE PORT OF KLICKITAT, WASHINGTON, CONDUCTED FOR PORT OF KLICKITAT INCLUDING WORK ORDER NUMBERS: 4317 & 5087 5282 5005 2988
 4) SURVEY OF PROPOSED WASTEWATER TREATMENT PLANT SITES AND "A" BY TERC ENGINEERING, INC. FOR THE PORT OF KLICKITAT, WASHINGTON, CONDUCTED BY TERC ENGINEERING, INC. 2004.
 5) SURVEY FOR PORT OF KLICKITAT AND "A" BY TERC ENGINEERING, INC. FOR THE PORT OF KLICKITAT, WASHINGTON, CONDUCTED BY TERC ENGINEERING, INC. 2004.
 6) SURVEY FOR PORT OF KLICKITAT AND "A" BY TERC ENGINEERING, INC. FOR THE PORT OF KLICKITAT, WASHINGTON, CONDUCTED BY TERC ENGINEERING, INC. 2004.
 7) SURVEY FOR PORT OF KLICKITAT AND "A" BY TERC ENGINEERING, INC. FOR THE PORT OF KLICKITAT, WASHINGTON, CONDUCTED BY TERC ENGINEERING, INC. 2004.
 8) BINDING SITE PLAN NO. BSP2007-01 BY TERC ENGINEERING, INC. FOR THE PORT OF KLICKITAT, WASHINGTON, CONDUCTED BY TERC ENGINEERING, INC. 2007.
 9) SURVEY FOR PORT OF KLICKITAT AND "A" BY TERC ENGINEERING, INC. FOR THE PORT OF KLICKITAT, WASHINGTON, CONDUCTED BY TERC ENGINEERING, INC. 2004.



Exhibit C

MAP ILLUSTRATING LOCATION OF RESTRICTIONS BOUNDARY OF FILL AREA

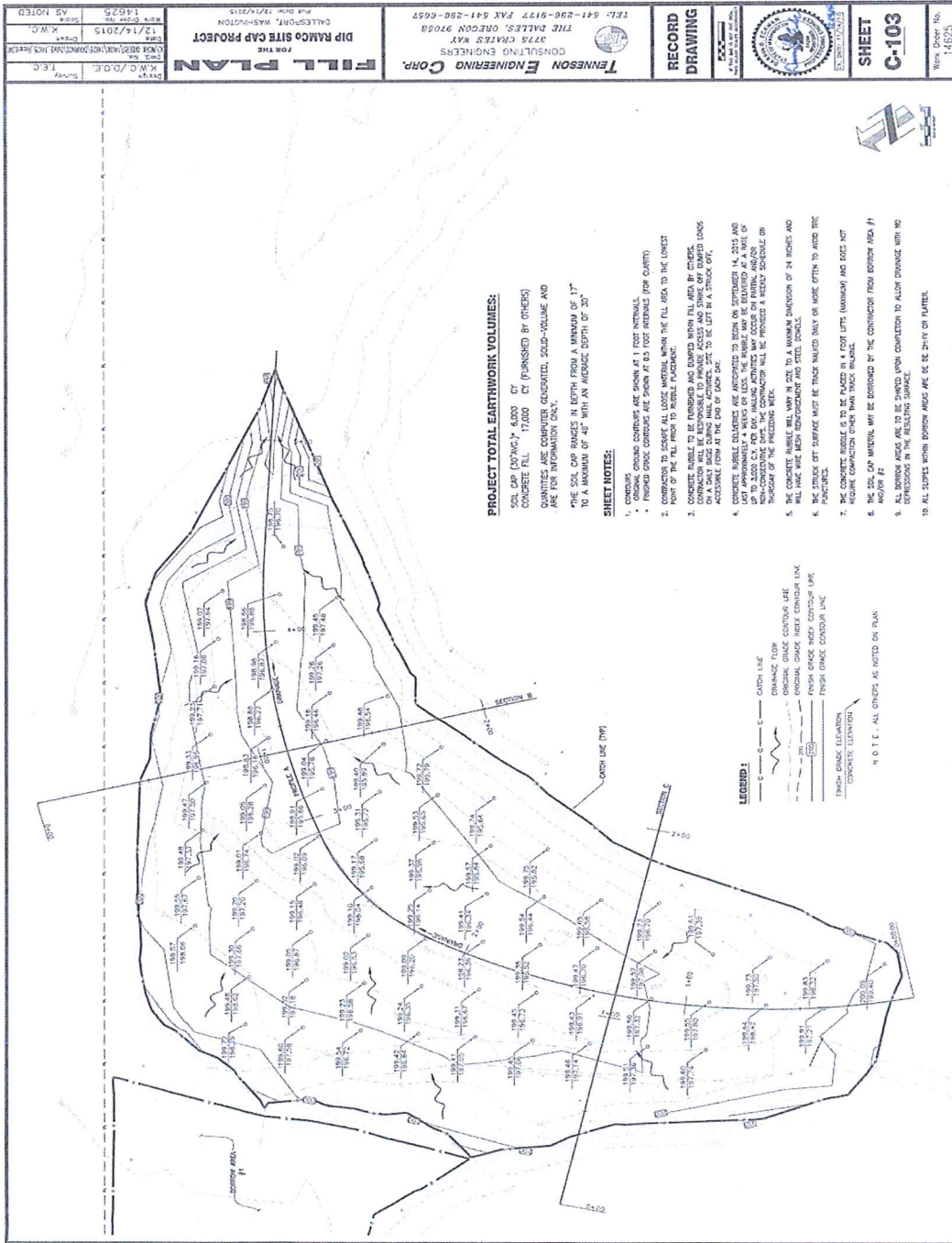
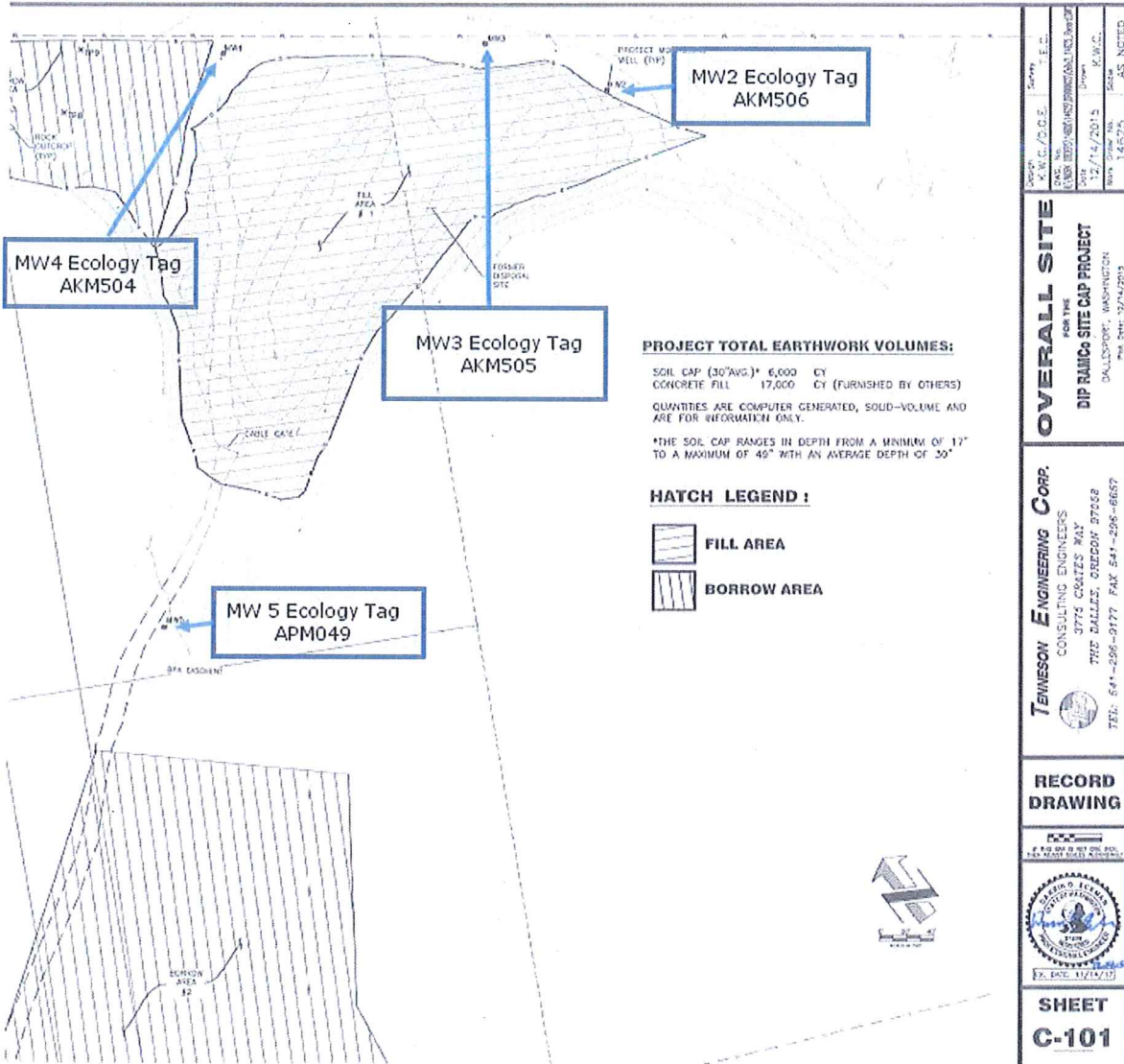


Exhibit D

LOCATION OF MONITORING WELLS



OVERALL SITE FOR THE DIP RAIN: SITE CAP PROJECT DALLASPORT, WASHINGTON FILE NO. 22742203	
TEBWESON ENGINEERING CORP. CONSULTING ENGINEERS 3775 COATES WAY THE DALLES, OREGON 97068 TEL: 541-296-9177 FAX 541-296-6657	DATE: 12/7/15 DRAWN: E.W.C. SCALE: AS NOTED CHECKED: J.A.S.
RECORD DRAWING REGISTERED PROFESSIONAL ENGINEER STATE OF WASHINGTON EX. NO. 115120	
SHEET C-101	

