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COVEN

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LINCOLN COUNTY, WASHINGTON
SHELLY JOHNSTON, AUDITOR

Environmental Covenant

After Recording Return to:

Patti Carter

Department of Ecology
4601 N. Monroe Street
Spokane, WA 99205

RECEIVED

FEB 18 2011

DEPARTMENT OF ECOLOGY
EASTERN REGIONAL OFFICE

Environmental Covenant

Grantor: U.S. Bank, N.A.

Grantee: State of Washington, Department of Ecology

Legal: The south 45 feet of Lots 7 and 8, in Block 32, of the Original Town of Harrington, situated in the County of Lincoln, State of Washington.

Tax Parcel Nos.: 0401032005000

Grantor, U.S Bank N.A., 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 10th day of December, 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 U.S. Bank N.A., 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 documents:

- Remedial Investigation Report, US Bank, 1 North 3rd Street, Harrington, Washington:
Nova Consulting, May 28, 2010.

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- Subsurface Investigation, US Bank – Harrington Site, 1 North 3rd Street, Harrington, WA: Nova Consulting, October 15, 2008.
- Underground Storage Tank Site Assessment Report, 1 North 3rd Street, Harrington, WA: Nova Consulting, October 16, 2008.
- Underground Storage Tank Removal Assessment, US Bank – Harrington Branch, Third and Main Street, Harrington, WA: Nova Consulting, November 6, 2008.

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

This Covenant is required because the Remedial Action resulted in residual concentrations of petroleum hydrocarbons which exceed the Model Toxics Control Act Method A Cleanup Levels for SOIL and GROUNDWATER established under WAC 173-340-740 and WAC 173-340-720.

The undersigned, U.S. Bank N.A., is the fee owner of real property (hereafter "Property") in the County of [Lincoln], State of Washington, that is subject to this Covenant. The Property is legally described as The south 45 feet of Lots 7 and 8 in Block 32, of the Original Town of Harrington, situated in the County of Lincoln, State of Washington.

U.S. Bank N.A. 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 for any use from the Property.

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. 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. Ecology needs to give the owner prior notice of coming on the site.

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.

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U.S. Bank N.A.

Ralph I. Tinsley

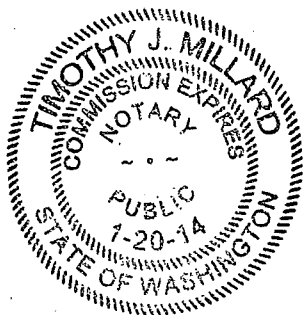
Ralph I. Tinsley
AVP, Property Manager

Dated: 12-8-2010

[CORPORATE ACKNOWLEDGMENT]

STATE OF Washington
COUNTY OF Spokane

On this 13th day of January, 2011, I certify that Ralph Tinsley personally appeared before me, acknowledged that he/she is the Property Manager 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.



[Signature]
Notary Public in and for the State of
Washington, residing at

Spokane
My appointment
expires 1-20-14.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

[Signature]

Michael A. Hibbler

Section Manager, Toxics Cleanup Program

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Exhibit A
Legal Description

The south 45 feet of Lots 7 and 8, in Block 32, of the Original Town of Harrington,
situated in the County of Lincoln, State of Washington.

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