



Washington State Department of Ecology

After Recording Return
Original Signed Covenant
to:
Katie Larimer
Toxics Cleanup Program
Department of Ecology
4601 N. Monroe St.
Spokane, WA 99205

Environmental Covenant

Grantor: Catholic Housing Services of Eastern Washington, a Washington non-profit corporation
Grantee: State of Washington, Department of Ecology (hereafter "Ecology")
Brief Legal Description: NE ¼ of SE ¼ of S11 T25N R42E and SW ¼ of S12 T25N R42E
Tax Parcel Nos.: 25113.2107

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 part of a site commonly known as 2911 W Fort George Wright Dr (Facility Site ID # 18251). 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	Petroleum, Lead, cPAHs

R. E. Excise Tax Exempt

Date 3/20 20 17

Spokane County Treas.

By *[Signature]*

d. It is the purpose of this Covenant to restrict certain activities and uses of the Property to protect human health and the environment and the integrity of remedial actions conducted at the site. Records describing the extent of residual contamination and remedial actions conducted are available through Ecology. This includes the following documents:

1. Herrera, Preliminary Assessment, George Wright Air Force Base, Spokane, Washington, January 20, 2005.
2. Cascade Earth Sciences, Phase I Environmental Site Assessment, July 29, 2014.
3. Cascade Earth Sciences, Phase II Environmental Site Assessment, May 14, 2015.
4. Earth Solutions NW, LLC, Supplemental Phase II Environmental Site Assessment, March 9, 2016.
5. Earth Solutions NW, LLC, Second Supplemental Phase II Environmental Site Assessment, April 5, 2016.
6. Earth Solutions NW, LLC, Cleanup Action Plan, September 9, 2016.
7. Earth Solutions NW, LLC, Cleanup Summary Report, January 13, 2017.

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

Catholic Housing Services of Eastern Washington, as “Grantor” and owner of the Property, hereby grants to Ecology, and its successors and assignees, the following covenants. Furthermore, it is the intent of the 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 may impact or interfere with the remedial action and any operation, maintenance, inspection or monitoring of that remedial action 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 may threaten continued protection of human health or the environment without prior written approval from Ecology. This includes, but is not limited to,

any activity that results in the release of residual contamination that was contained as a part of the remedial action 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.

d. Leases. Grantor shall restrict any lease for any portion of the Property to uses and activities consistent with this Covenant and notify all lessees of the restrictions on the use of the Property.

e. Preservation of Reference Monuments. Grantor shall make a good faith effort to preserve any reference monuments and boundary markers used to define the areal extent of coverage of this Covenant. Should a monument or marker be damaged or destroyed, Grantor shall have it replaced by a licensed professional surveyor within 30 days of discovery of the damage or destruction.

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:

a. Containment of soil/waste materials. The remedial action for the Property is based on containing contaminated soil and debris under a cap consisting of geotextile fabric and at least 6 feet of soil. The geotextile fabric is located on the Property and partially on the adjacent property (Lot 1 of the Sisters of Holy Names Final City Short Plat Z16-659FPLT) as described and illustrated in Exhibit C; however, this Covenant does not (and is not intended to) apply to Lot 1 of the Sisters of Holy Names Final City Short Plat Z16-659FPLT. The primary purpose of this cap is to prevent direct exposure to hazardous substances under the cap. Under the terms of this covenant, the following restrictions shall apply only within the portion of the Property described and illustrated in Exhibit D (the "Restricted Area"):

Any activity on the Restricted Area that will compromise the integrity of the cap, including: drilling; digging; piercing the cap with sampling device, post, stake or similar device; grading; excavation; installation of underground utilities; removal of the cap; or, application of loads in excess of the cap load bearing capacity, is prohibited without prior written approval by Ecology. The Grantor shall report to Ecology within forty-eight (48) hours of the discovery of any damage to the cap. Unless an alternative plan has been approved by Ecology in writing, the Grantor shall promptly repair the damage and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.

The Grantor covenants and agrees that it shall annually, or at another time as approved in writing by Ecology, inspect the cap and report within thirty (30) days of the inspection the condition of the cap and any changes to the cap that would impair its performance.

b. Stormwater facilities. To minimize the potential for mobilization of contaminants remaining in the soil on the Property, no stormwater infiltration facilities or ponds shall be

constructed within the Restricted Area. Additionally, the Restricted Area should be graded in such a way that runoff from neighboring properties does not pond, gather, or infiltrate on the capped area. All stormwater catch basins, conveyance systems, and other appurtenances located within this area shall be of water-tight construction.

c. **Other.** Periodic reviews will be conducted on the Property every five (5) years as detailed in WAC 173-340-420.

Section 3. Access.

a. The Grantor shall maintain clear access to all remedial action components necessary to construct, operate, inspect, monitor and maintain the remedial action.

b. The Grantor freely and voluntarily grants Ecology and its authorized representatives, upon reasonable notice, the right to enter the Property at reasonable times to evaluate the effectiveness of this Covenant and associated remedial actions, and enforce compliance with this Covenant and those actions, including the right to take samples, inspect any remedial actions conducted on the Property, and to inspect related records.

c. 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 within the Restricted Area, 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 3/20/17 AND RECORDED WITH THE SPOKANE COUNTY AUDITOR UNDER RECORDING NUMBER 6586965. 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.

Catholic Housing Services of Eastern Washington Attn: Robert J. McCann, President 12 East Fifth Avenue Spokane, Washington 99210 (509) 358-4272 rmccann@ccspokane.org	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. 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 in a manner that is inconsistent with this Covenant. For any proposal that is inconsistent with this Covenant and permanently modifies an activity or use restriction at the site:

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 ten (10) 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.** Grantor shall be responsible for all costs associated with implementation of this Covenant. Furthermore, the Grantor, upon request by Ecology, shall be obligated to pay for Ecology's costs to process a request for any modification or termination of this Covenant and any approval required by 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.

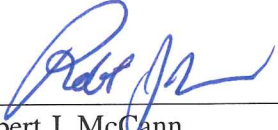
[Signature Pages Follow]

Washington State Department of Ecology

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

EXECUTED this 13 day of MARCH, 2017.

CATHOLIC HOUSING SERVICES OF
EASTERN WASHINGTON

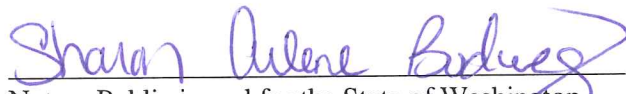
By: 
Robert J. McCann
Title: President

STATE OF WASHINGTON

COUNTY OF SPOKANE

On this 13 day of MARCH, 2017, I certify that Robert J. McCann personally appeared before me, acknowledged that he is the President 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 was authorized to execute said instrument for said corporation.




Notary Public in and for the State of Washington

Residing at Spokane

My appointment expires 7-27-18

Washington State Department of Ecology

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

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Kathleen L. Falconer

By: Kathleen L. Falconer

Title: Section Mgr. TCP

Dated: March 20, 2017

STATE OF Washington

COUNTY OF Spokane

On this 20th day of March, 2017, I certify that Kathleen L. Falconer personally appeared before me, acknowledged that ~~he~~she is the Section Manager of TCP 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 he/she was authorized to execute said instrument for said state agency.

Cynthia K Anderson

Notary Public in and for the State of Washington

Residing at Spokane, WA

My appointment expires Sept 14, 2019

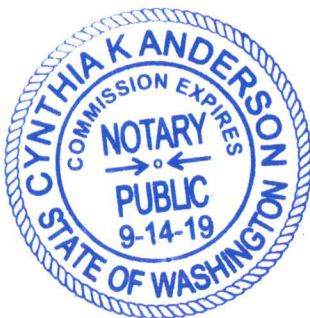


Exhibit A

LEGAL DESCRIPTION OF THE PROPERTY

LOT 7, AS SAID LOT IS SHOWN UPON THAT CERTAIN MAP ENTITLED "SISTERS OF HOLY NAMES FINAL CITY SHORT PLAT Z16-659FPLT" RECORDED ON SEPTEMBER 22, 2016 UNDER AUDITOR'S FILE NO. 6537257, SPOKANE COUNTY RECORDS

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON

APN: 25113.2107

Exhibit C

LEGAL DESCRIPTION AND MAP ILLUSTRATING THE LOCATION OF THE GEOTEXTILE MAT

Please see attached.

January 3, 2017

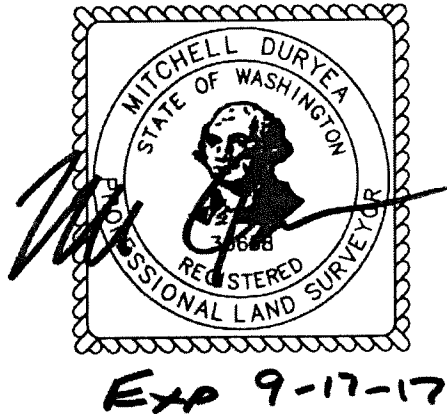
Job No. 14-1838A

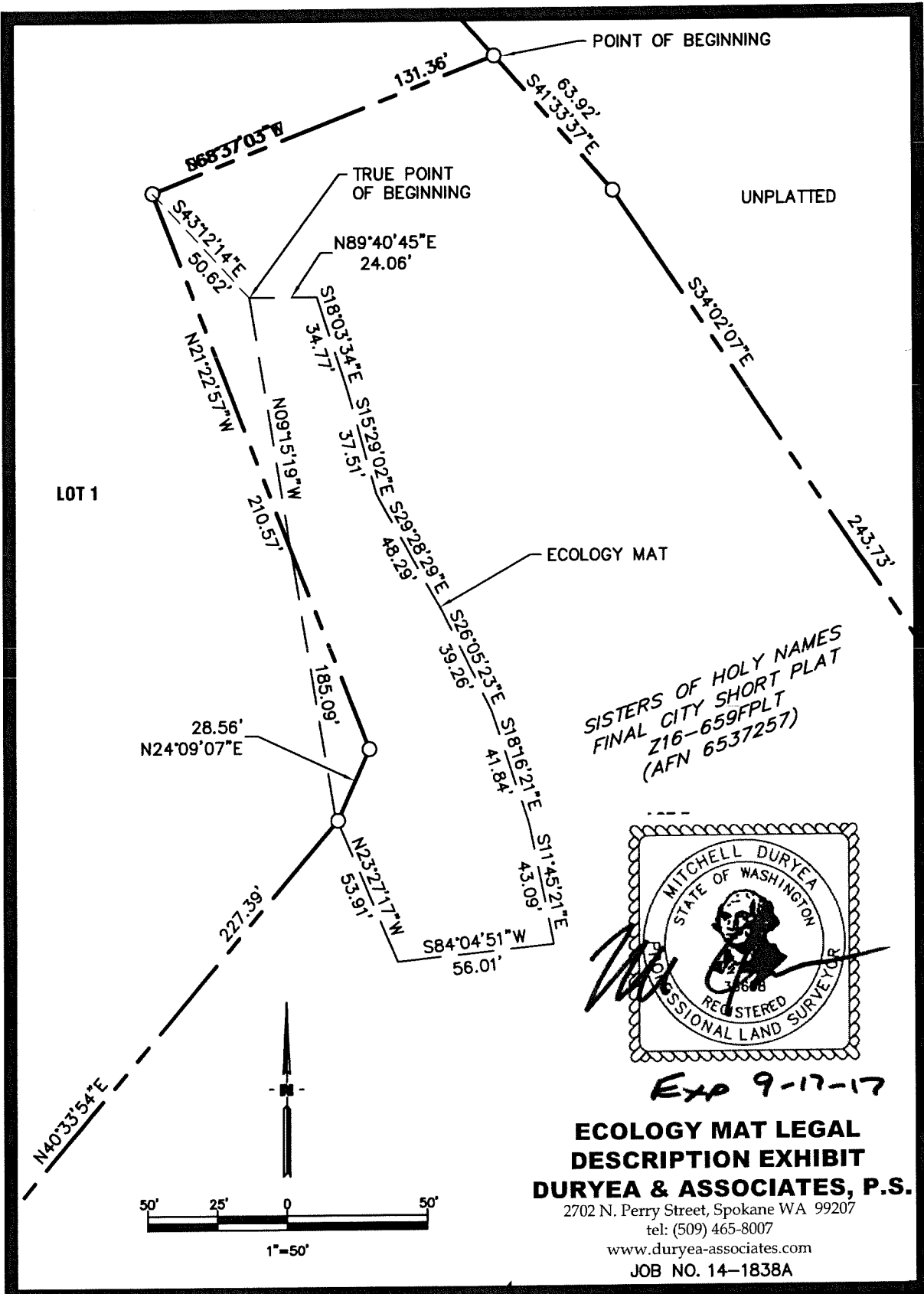
Ecology Mat Legal Description

All that certain real property situate in the City of Spokane, County of Spokane, State of Washington being described as follows:

A portion of Lots 1 and 7 of Sisters of Holy Names Final City Short Plat Z16-659FPLT recorded September 22, 2016 under Auditor's File No. 6537257, Spokane County Records, and being more particularly described as follows:

BEGINNING at the North corner of said Lot 7, being hereinbove described; thence along the northwesterly line of said Lot 7 South 68°37'03" West 131.36 feet; thence leaving said northwesterly line of said Lot 7 South 43°12'14" East 50.62 feet to the TRUE POINT OF BEGINNING of this description; thence North 89°40'45" East 24.06 feet; thence South 18°03'34" East 34.77 feet; thence South 15°29'02" East 37.51 feet; thence South 29°28'29" East 48.29 feet; thence South 26°05'23" East 39.26 feet; thence South 18°16'21" East 41.84 feet; thence South 11°45'21" East 43.09 feet; thence South 84°04'51" West 56.01 feet; thence North 23°27'17" West 53.91 feet; thence North 09°15'19" West 185.09 feet to the said true point of beginning of this description, containing 0.257 acres of land, more or less.





SISTERS OF HOLY NAMES
 FINAL CITY SHORT PLAT
 Z16-659FPLT
 (AFN 6537257)



Exp 9-17-17

ECOLOGY MAT LEGAL DESCRIPTION EXHIBIT
DURYEA & ASSOCIATES, P.S.

2702 N. Perry Street, Spokane WA 99207
 tel: (509) 465-8007
 www.duryea-associates.com
 JOB NO. 14-1838A

Washington State Department of Ecology

Exhibit D

LEGAL DESCRIPTION AND MAPS ILLUSTRATING THE RESTRICTED AREA

Please see attached.

January 3, 2017

Job No. 14-1838A

Contaminated Soil Legal Description

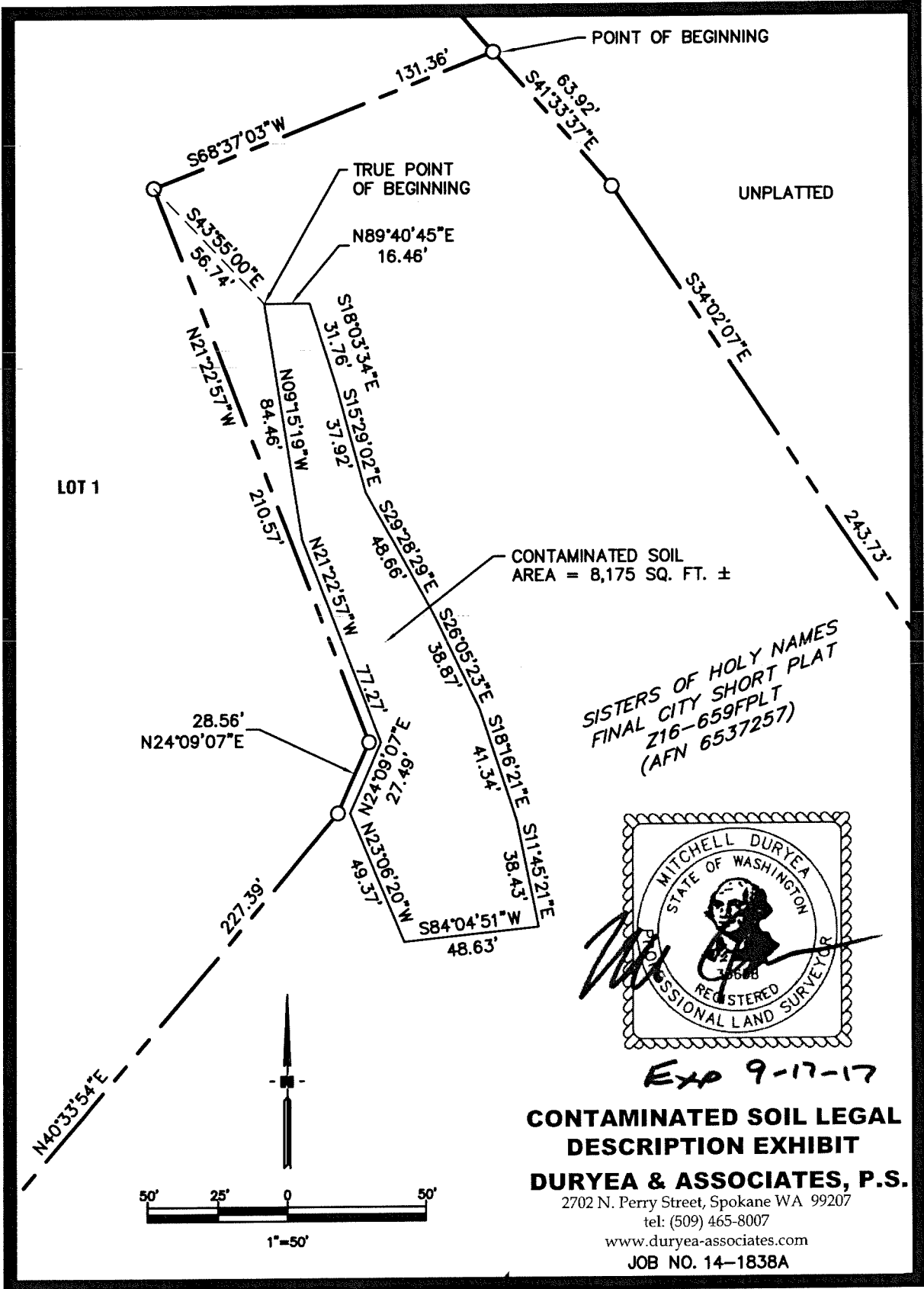
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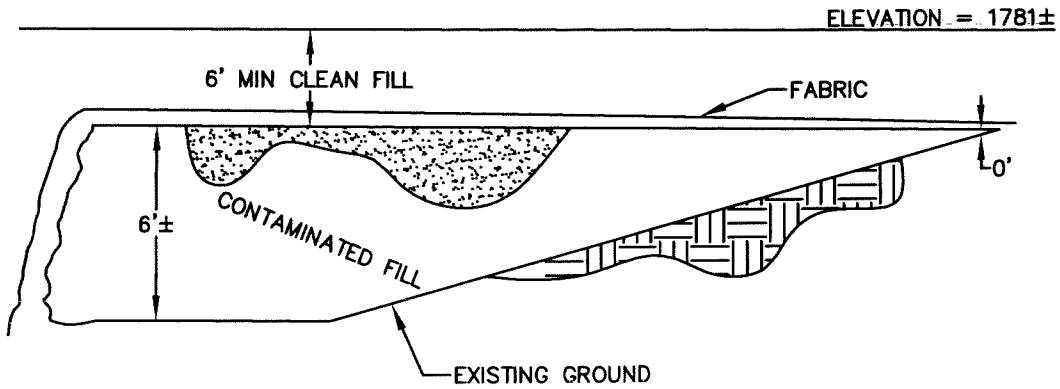
BEGINNING at the North corner of said Lot 7, being hereinabove described; thence along the northwesterly line of said Lot 7 South 68°37'03" West 131.36 feet; thence leaving said northwesterly line of said Lot 7 South 43°55'00" East 56.74 feet to the TRUE POINT OF BEGINNING of this description; thence North 89°40'45" East 16.46 feet; thence South 18°03'34" East 31.76 feet; thence South 15°29'02" East 37.92 feet; thence South 29°28'29" East 48.66 feet; thence South 26°05'23" East 38.87 feet; thence South 18°16'21" East 41.34 feet; thence South 11°45'21" East 38.43 feet; thence South 84°04'51" West 48.63 feet; thence North 23°06'20" West 49.37 feet; thence North 24°09'07" East 27.49 feet; thence North 21°22'57" East 77.27 feet; thence North 09°15'19" West 84.46 feet to the said true point of beginning of this description, containing 0.187 acres of land, more or less.



Exp 9-17-17

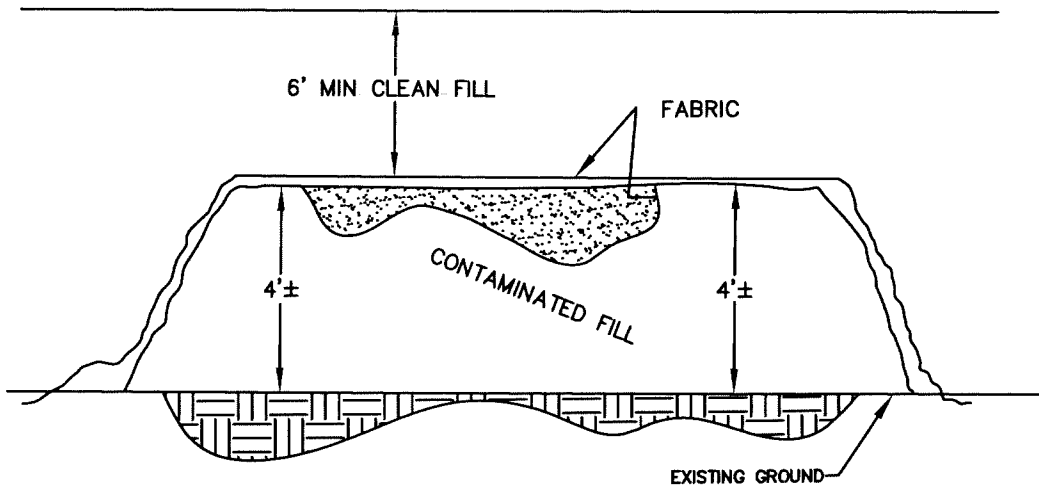


SECTION A-A



-  NATIVE MATERIAL
-  CONTAMINATED FILL

SECTION B-B



EXP 9-17-17

**CONTAMINATED FILL
APPROXIMATE
CROSS-SECTIONS**
DURYEA & ASSOCIATES, P.S.
2702 N. Perry Street, Spokane WA 99207
tel: (509) 465-8007
www.duryea-associates.com
JOB NO. 14-1838A