

Return Address

WASHINGTON STATE DEPARTMENT OF ECOLOGY  
15 WEST YAKIMA AVENUE, SUITE 200  
YAKIMA WA 98902-3452

Document 1 Title: ENVIRONMENTAL COVENANT

Reference #'s: \_\_\_\_\_  
Additional reference #'s on page \_\_\_\_\_

Grantors: INW COMPANY

Additional grantors on page \_\_\_\_\_

Grantees: WASHINGTON STATE

DEPARTMENT OF ECOLOGY  
additional grantees on page \_\_\_\_\_

Document 2 Title: \_\_\_\_\_

Reference #'s: \_\_\_\_\_  
Additional reference #'s on page \_\_\_\_\_

Grantors: \_\_\_\_\_

Additional grantors on page \_\_\_\_\_

Grantees: \_\_\_\_\_

additional grantees on page \_\_\_\_\_

Legal Description (abbreviated form: i.e. lot, lbk, plat or S,I,R quarter/quarter)

PTN NE 1/4, NW 1/4, SEC. 30, TN 13 N, R. 19 E.W.M.  
Additional legal is on page \_\_\_\_\_

Assessor's Property Tax Parcel/Account Number

191330-21034

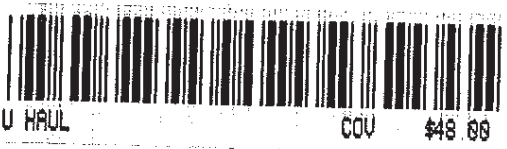
Emergency nonstandard document recording: I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature: \_\_\_\_\_

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

DEPT OF ECOLOGY  
Received

MAR 28 2008  
CENTRAL REGION OFFICE



7603640  
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03/17/2008 04:12P  
Yakima Co, WA

After Recording Return to:  
Richard Bassett  
Washington State Department of Ecology  
15 West Yakima Avenue, Suite 200  
Yakima, WA 98902-3452

## Environmental Covenant

**Grantor:** INW Company, a Washington Corporation  
**Grantee:** State of Washington, Department of Ecology  
**Legal:** See Attachment A  
**Tax Parcel Nos.:** 191330-21034

Grantor, INW Company, a Washington Corporation, 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 24th day of January 2008 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 documents:

Final Cleanup Action Plan, Washington State Department of Ecology, dated August 14, 2001,

Engineering Design Report, The RETEC Group, Inc., October 16, 2003,

Construction Completion Report, The RETEC Group, Inc., July 29, 2005.

These documents are on file at Ecology's Central Regional Office (CRO) located at 15 West Yakima Avenue, Yakima, Washington 98902-3387.



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This Restrictive Covenant is required because a conditional point of compliance has been established for groundwater, and the Remedial Action taken may result in residual concentrations of the following Indicator Hazardous Substances (IHS); aldrin, arsenic, beta-BHC; 4,4'-DDT; gamma-BHC, tetrachloroethylene (PCE), gasoline range hydrocarbons, diesel range hydrocarbons, and benzene, that exceed the Model Toxics Control Act Residential Cleanup Levels for groundwater.

The undersigned Grantor is the fee owner of real property (hereafter "Property") in the County of Yakima, State of Washington that is subject to this Covenant. The Property is legally described in Attachment A of this covenant and is made a part hereof by reference.

The 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.

1. No groundwater may be taken for domestic purposes from the Property.
2. 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.
3. No excavation or penetration of the 2004 excavation area shall occur below the five foot deep clean fill cap without Ecology written approval, and sampling and analyses for the indicator hazardous substances; DDT, aldrin, dieldrin, beta BHC, gamma BHC (lindane), arsenic, PCE, TPH gasoline range hydrocarbons, TPH diesel range hydrocarbons, and benzene.



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. This includes any activity that may restrict access to all existing site groundwater-monitoring wells and the continued ability to sample from them. No monitoring wells shall be covered with a surface preparation (asphalt, concrete, etc.) or temporary or permanent structure that inhibits, impedes, or prohibits such sampling.

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.



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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.

**INW COMPANY, A WASHINGTON CORPORATION**

Robert K. Fraley  
Robert K. Fraley  
Environmental Manager

Dated: 24 JAN 08

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

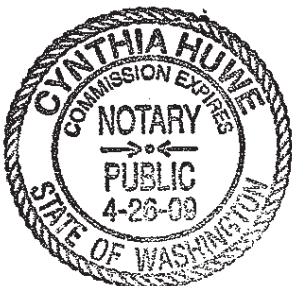
Donald W. Abbott  
Donald W. Abbott

Dated: Feb 6 2008

[INDIVIDUAL ACKNOWLEDGMENT]  
STATE OF Washington  
COUNTY OF Yakima

On this 6<sup>th</sup> day of February, 2008 I certify that Donald Abbott 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.

Cynthia Huwe  
Notary Public in and for the State of  
Washington, residing at Yakima  
My appointment expires 4/20/09



Notary seal present at time of recording, but not legible after imaged.  
Deputy Auditor: [Signature]

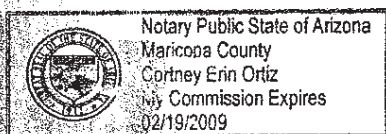


[CORPORATE ACKNOWLEDGMENT]

STATE OF ARIZONA  
COUNTY OF MARICOPA

On this 24 day of January, 2008, I certify that Robert K. Fraley personally appeared before me, acknowledged that he is the Environmental 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 was authorized to execute said instrument for said corporation.

Courtney Erin Ortiz  
Notary Public in and for the State of  
Arizona,  
My appointment expires 2/19/2009



[REPRESENTATIVE ACKNOWLEDGEMENT]

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008, 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 \_\_\_\_\_



Attachment A  
Legal Description of INW Company, Yakima, WA

That part of Southeast Quarter of the Northeast Quarter of the Northwest Quarter Section 30, Township 13 North, Range 19 east, W.M. described as follows:

Beginning at the point of intersection of the westerly right of way line of First Street with the South line of the North 288.00 feet, as measured at right angles to and parallel with the north line of the southeast quarter of the northeast quarter of the northwest quarter of said Section 30; thence N 89° 5' along the south line of the north 288.00 feet of said subdivision, 412.03 feet the easterly right of way line of the Burlington Northern Inc., thence S. 18' along the easterly right of way line of said Burlington Northern Inc., 395.3 feet to the south line of the southeast quarter of the northeast quarter of the northwest quarter of said Section 30; thence S. 89° 57' 46" E. along the south said subdivision, 426.25 feet to a point which is 30.00 feet N 89° 57' 46" W. Westerly right of way line of South First Street; thence N 49° 59' 30" E. 28.20 feet to a point on the westerly right of way line of South First Street; which is feet N. 24° 49' 30" W. of the south line of said subdivision; thence N. 24° 49' 30" 391.83 feet to the point of beginning.

