



RETURN ADDRESS

Teresita F. Bala, Dept. of Ecology

4601 N. Monroe St.

Spokane, WA 99205-1295

RECEIVED  
DEC 16 2009

Please Type or Print Neatly & Clearly All Information

DEPARTMENT OF ECOLOGY  
EASTERN REGIONAL OFFICE

Document Title(s)

Environmental Covenant

Reference Number(s) of Related Documents:

Grantor(s) (Last Name, First & Middle Initial)

Mr. Paul Gisselberg and Ms. Mary Ann Gisselberg

Grantee(s) (Last Name, First & Middle Initial)

State of Washington, Department of Ecology

Legal Description (Abbreviated form is acceptable) i.e. Section/Township/Range/1/4 Section

Lots 5,6, 7 and 8 in Block 151 of Subdivision of School Section 16, Township 25 North, Range 43

E.W.M., in the City of Spokane; Except that part of Lot 8 granted to Coeur d'Alene & Spoakne

Railway Company; situate in Spokane County, State of Washingto

Assessor's Tax Parcel ID Number: 35164.0406

The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Sign below only if your document is Non-Standard.

I am requesting an emergency non-standard 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 parts of the text of the original document. Fee for non-standard processing is \$50.

Signature of Requesting Party

After Recording Return to:  
Teresita F. Bala  
Department of Ecology  
4601 N. Monroe St.  
Spokane, WA 99205-1295

RECEIVED

NOV 23 2009

DEPARTMENT OF ECOLOGY  
EASTERN REGIONAL OFFICE

## Environmental Covenant

**Grantor:** Mr. Paul Gisselberg and Ms. Mary Ann Gisselberg

**Grantee:** State of Washington, Department of Ecology

**Legal:** Lots 5, 6, 7 and 8 in Block 151 of Subdivision of School Section 16, Township 25 North, Range 43 E.W.M., in the City of Spokane; Except that part of Lot 8 granted to Coeur d'Alene & Spokane Railway Company; situate in Spokane County, State of Washington

**Tax Parcel Nos.:** 35164.0406

Grantors, Mr. Paul Gisselberg and Ms. Mary Ann Gisselberg, hereby bind Grantors, their successors and assigns to the land use restrictions identified herein and grants such other rights under this environmental covenant (hereafter "Covenant") made this 20<sup>th</sup> day of November, 2009 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 Mr. Paul Gisselberg, Ms. Mary Ann Gisselberg, and their 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]:

- Final Cleanup Action Plan, August 2004.
- Cleanup Action Report, October 5, 2009.

These documents are on file at Ecology's Eastern Regional Office located at 4610 N. Monroe St., Spokane, WA.

This Covenant is required because the Remedial Action resulted in residual concentrations of Polychlorinated Biphenyls (PCBs) which exceed the Model Toxics Control Act Method A Soil Cleanup Level for Unrestricted Land Uses established under WAC 173-340-740.

The undersigned, Mr. Paul Gisselberg and Ms. Mary Ann Gisselberg, are the fee owners of real property (hereafter "Property") in Spokane County, State of Washington that is subject to this Covenant. The Property is legally described in ATTACHMENT A of this Covenant and made a part hereof by reference.

Grantors make 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. The Property shall be used only for traditional industrial uses, as described in RCW 70.105D.020(14) and defined in and allowed under the City of Spokane zoning regulations codified in the Municipal Code Title 17C.130 as of the date of this Restrictive Covenant.

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.

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) days 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.

MR. PAUL GISSELBERG

Paul Gisselberg  
PAUL GISSELBERG

An Individual

Dated: 11-20-09

MS. MARY ANN GISSELBERG

Mary Ann Gisselberg  
MARY ANN GISSELBERG

An Individual

Dated: 11-20-09

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington  
COUNTY OF Kitsap

On this 20<sup>th</sup> day of November, 2009, I certify that \_\_\_\_\_

Paul Gisselberg and Mary Ann Gisselberg

personally appeared before me, and acknowledged that **he and she** are the individuals described herein and who executed the within and foregoing instrument and signed the same at **his and her** free and voluntary act and deed for the uses and purposes therein mentioned.

Debra Brooks Givens  
Notary Public in and for the State of  
Washington, residing at Port Orchard.  
My appointment expires 10-19-12.

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

James Pendowski

JAMES PENDOWSKI  
Program Manager, Toxics Cleanup Program

Dated: 12/1/09

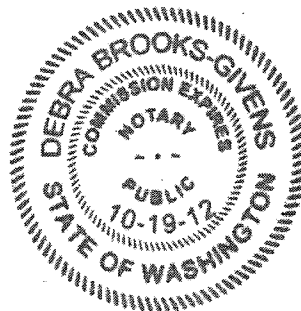


Exhibit A

Legal Description

Lots 5, 6, 7 and 8 in Block 151 of Subdivision of School Section 16, Township 25 North,  
Range 43 E.W.M., in the City of Spokane; Except that part of Lot 8 granted to Coeur d'Alene  
& Spokane Railway Company; situated in Spokane County, State of Washington