



Periodic Review

LeRoi Co Smelter Site
Facility Site ID#: 767
Cleanup Site ID#: 47

117 Park Road
Northport, Washington 99157

Prepared by the
Washington State Department of Ecology
Toxics Cleanup Program
Eastern Region Office

September 2017

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1.0 INTRODUCTION

This document is a review by the Washington State Department of Ecology (Ecology) of post-cleanup site conditions and monitoring data to ensure that human health and the environment are being protected at the LeRoi Co Smelter site (Site). Cleanup at this Site was implemented under the Model Toxics Control Act (MTCA) regulations, Chapter 173-340 Washington Administrative Code (WAC).

Cleanup activities at this Site were completed by the United States Environmental Protection Agency (USEPA) as a non-time critical removal action. As part of an agreement to settle liability with USEPA, USEPA required the property owner to implement institutional controls in the form of an environmental covenant. WAC 173-340-420 (2) requires that Ecology conduct a periodic review of a site every five years under the following conditions:

1. Whenever the department conducts a cleanup action
2. Whenever the department approves a cleanup action under an order, agreed order or consent decree
3. Or, as resources permit, whenever the department issues a no further action opinion;
4. And one of the following conditions exists;
 1. Institutional controls or financial assurance are required as part of the cleanup
 2. Where the cleanup level is based on a practical quantitation limit
 3. Where, in the department's judgment, modifications to the default equations or assumptions using site-specific information would significantly increase the concentration of hazardous substances remaining at the site after cleanup or the uncertainty in the ecological evaluation or the reliability of the cleanup action is such that additional review is necessary to assure long-term protection of human health and the environment.

When conducting a periodic review and evaluating whether human health and the environment are being protected, the factors the department shall consider include [WAC 173-340-420(4)]:

- (a) The effectiveness of ongoing or completed cleanup actions, including the effectiveness of engineered controls and institutional controls in limiting exposure to hazardous substances remaining at the site;
- (b) New scientific information for individual hazardous substances of mixtures present at the site;
- (c) New applicable state and federal laws for hazardous substances present at the site;
- (d) Current and projected site use;
- (e) Availability and practicability of higher preference technologies; and
- (f) The availability of improved analytical techniques to evaluate compliance with cleanup levels.

The department shall publish a notice of all periodic reviews in the Site Register and provide an opportunity for public comment.

2.0 SITE SUMMARY

2.1 Site History

The LeRoi Co Smelter Site covers approximately 30 acres at the northeast end of Northport, Washington. Northport covers approximately 372 acres, and is located along the east bank of Franklin D. Roosevelt Lake (Lake Roosevelt) on the upper Columbia River. Northport is approximately 7 miles south of the Canadian border and 35 miles north of Colville, Washington. The USEPA removal action is divided into two areas: the 30-acre abandoned smelter/lumber mill complex and the residential yard removal in the Northport community. This periodic review will focus on the smelter/lumber mill complex known as the LeRoi Co Smelter Site. A vicinity map is available as Appendix 6.1, and a Site plan is available as Appendix 6.2.

According to the results of a preliminary assessment/site inspection conducted in the area, the facility began smelting copper and gold tellurium ores from the Le Roi Mine in Rossland, British Columbia, and copper, lead, and silver ores from northeastern Washington in 1896. Heap roasting of tellurium ore involved open roasting on brick platforms. Burned ore was placed in a furnace that produced iron and slag waste. Some of the waste was formed into bricks that were then used as construction materials for on-site as well as off-site buildings. The gold and copper concentrate was shipped off the Site by rail for further refining.

At the peak of operation, the Le Roi Smelter processed 500 tons of ore per day; operations were suspended in 1909. In 1914, the Le Roi Smelter reopened to process lead ore from Leadpoint, Washington, to meet government demand during World War I. Lead smelting operations during this period produced up to 30 tons per day of airborne sulfur emissions. Operations ceased permanently in 1921, and the Site remained inactive until 1953. The furnace, roaster, crusher, and ore buildings were removed during this period of inactivity.

From 1953 to 2001, the Site was used as a lumber mill; the main lumber operations were located in the western portion of the Site, and the eastern portion was used to store lumber products and old metal parts. The lumber mill processed mostly cedar wood from rough-dimension lumber into exterior siding and exterior paneling. Mill processes included cutting, drying, and shipping the wood products. Mill operations were run on propane; no wood treatment or chemical use was reported during the mill's operating history.

2.2 Site Investigations

In October 2003, USEPA's Removal Evaluation team analyzed 210 surface and subsurface soil samples from 118 locations at the Site. The Site was divided into the smelter complex and the lumberyard area. A 100-foot plot grid was used to collect the samples. Fifteen locations were not sampled: five were over concrete, five were within 50 feet of the property boundary, four were within 75 to 100 feet of city drinking water supply wells, and 1 was in a building. In addition, USEPA analyzed 114 soil samples from 13 residential properties (owners volunteered for sampling), and 58 composite samples from 18 locations on the Northport school campus. USEPA screened the samples using X-ray fluorescence. Twenty percent of these samples were confirmed using inductively coupled plasma emission spectrometry.

Lead levels on the smelter site and tailings piles were extremely high (up to 99,700 parts per million [ppm]). Residential soil lead levels ranged from 195 ppm to 1,880 ppm. The results indicated that lead and arsenic contamination is present throughout the smelter complex and areas within the city.

USEPA concluded that hazardous substances at the Site and on surrounding properties present or may present an imminent and substantial endangerment to public health, welfare, and the environment. In an Action Memo dated June 6, 2004, USEPA implemented a removal action that involved excavating contaminated soil at the Site, from surrounding residential and common use properties, and from the property owned by the BNSF Railway.

A Site investigation was conducted by the Washington State Historic Preservation Society to investigate any structures or features that might be of historic importance. The Historic Preservation Society concluded that structures at the abandoned smelter site are eligible under Criterion A for listing under the National Register of Historic Places. Additionally, a biological assessment was conducted by the Washington Department of Fish and Wildlife to determine if Site operations would impact any endangered or threatened species. The biological assessment concluded that Site operations were not likely to adversely affect any endangered or threatened species within the area.

USEPA also conducted a hazardous materials investigation, discovering one 30-gallon drum on-site with an unknown liquid (likely oil waste); one 850 gallon underground storage tank; and one above-ground storage tank that was 1/3 full of an unknown liquid (likely oil waste).

2.3 Remedial Actions

USEPA began Site operations on July 19, 2004. USEPA consolidated all the metal on-site for the current landowner to recycle when Site operations are concluded. Site operations included getting Columbia River water supply access from the Bureau of Reclamation, conducting Site cleanup, and consolidating materials on-site.

USEPA excavated smelter-waste-contaminated materials that were distributed across the Site, consolidated the materials on the Site, and covered the materials with a containment barrier. In addition, the USEPA removed smelter-waste-contaminated materials from residential properties in the Northport community and transported the materials to the consolidation area on the smelter property. The additional hazardous materials on-site were taken off-site for proper disposal.

Outside the boundaries of the Site, 191 residential properties were sampled. Sixty-nine properties required no action because they were below 250 ppm and met Washington cleanup levels under MTCA. Seventy-eight properties had results greater than 250 ppm, but because they were less than 1,000 ppm, they were not considered sufficiently high in lead concentration as to warrant emergency removal. Instead, residences were advised to exercise exposure reduction measures. Thirty-three properties were eligible for emergency removal because of results greater than a 1,000 ppm. However, three of the 33 properties had results between 700 and 1,000 ppm but were eligible for emergency removal work because children lived there.

2.4 Cleanup Levels

2.4.1 USEPA Removal Standards

USEPA conducted the removal action at the Site based on Removal/Containment standards, similar to remediation levels found in MTCA.

The Removal/Containment Standards

Contaminant	Removal Standard	Removal Standard w/ Children Present
<i>Lead</i>	>1,000 ppm	>700 ppm
<i>Arsenic</i>	>230 ppm	>100 ppm

2.4.2 MTCA Cleanup Standards

WAC 173-340-704 states that MTCA Method A may be used to establish cleanup levels at sites that have few hazardous substances, are undergoing a routine cleanup action, and where numerical standards are available for all indicator hazardous substances in the media for which the Method A cleanup level is being used.

MTCA Method A cleanup levels for unrestricted land use are appropriate for contaminants at the Site. The cleanup actions conducted at the Site were determined to be 'routine,' few hazardous substances were found, and numerical standards were available in the MTCA Method A table for each hazardous substance.

At the time of the remedial action, the MTCA Method A cleanup level for lead and arsenic were 250 ppm and 20 ppm, respectively. Because soils with lead and arsenic concentrations exceeding MTCA Method A cleanup levels remain capped at the Site, institutional controls are required to prevent activities at the Site that might expose those soils.

For soil, the point of compliance is the area where the soil cleanup levels must be attained. Standard points of compliance are used for the Site. The standard point of compliance for soil is defined as the area throughout the Site affected by petroleum hydrocarbons in soil above MTCA Method A cleanup levels, regardless of depth, to protect groundwater.

2.5 Environmental Covenant

It was determined that institutional controls were required because soil with concentrations of lead and arsenic exceeding MTCA Method A cleanup levels was capped at the Site. Institutional controls in the form of an environmental covenant were recorded for the property in 2010. The covenant imposes the following limitations:

1. Any activity that may result in the release or exposure to the environment of hazardous substances beneath the cap, create a new exposure pathway for hazardous substances beneath the cap, or impair or interfere with the integrity of the cap, shall be prohibited unless prior written approval for the activity is provided by Ecology. Some examples of activities that are prohibited in the capped area without prior written approval include the following: drilling,

digging, excavating, placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capacity, piercing the surface with a rod, spike or similar item, bulldozing, or earthwork.

2. Any activity on the Property that may interfere with the integrity of the CERCLA [Comprehensive Environmental Response, Compensation, and Liability Act] action and continued protection of human health and the environment is prohibited.
3. Any activity on the Property that may result in the release or exposure to the environment of the contamination located beneath the visual markers, or create a new exposure pathway to contamination remaining on the Property, is prohibited without prior written approval from Ecology. No excavation, digging, drilling or earthwork beneath the visual markers, or puncturing, damaging or removing of the visual markers, shall be permitted unless prior written approval is provided for the activity by Ecology.
4. The Owner shall maintain the cap. Cap maintenance shall include an annual inspection of the capped area, maintaining a twelve-inch layer of gravel above the polyethylene liner, ensuring the cap is properly graded, taking actions to prevent erosion of the cap, and any other action necessary to maintain the integrity of the cap.
5. The Owner shall maintain access controls including fences, gates and roadways for the purpose of prohibiting or limiting access to the capped area and preventing damage to the cap.
6. The Owner shall submit to Ecology an annual report describing the results of the annual inspection of the capped area and any actions taken at the capped area related to cap maintenance and/ or access control.
7. The Owner shall provide thirty days advanced written notice to Ecology of the Owner's intent to convey or transfer, in whole or in part, 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 operation and maintenance of the twelve inch thick cap of clean gravel and the visual markers.
8. The Owner shall restrict all leases at or on any portion of the Property to uses and activities consistent with this Environmental Covenant, and shall notify all lessees of the restrictions and limitations placed on the Property by this Environmental Covenant.
9. The Owner shall allow authorized representatives of EPA and Ecology the right to enter the Property at reasonable times to evaluate the CERCLA action and the cap, to take samples, to inspect any other remedial actions conducted at the Property, to inspect records related to the Site, and to conduct any other action that may be necessary to ensure that the removal action continues to protect human health and the environment.
10. The Owner shall notify and obtain written approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Environmental Covenant. Ecology may approve any inconsistent use only after public notice and comment.

The environmental covenant is available as Appendix 6.3.

3.0 PERIODIC REVIEW

3.1 Effectiveness of Completed Cleanup Actions

Based upon the Site visit conducted on August 3, 2017, the remedy appears to be functioning as intended. Fencing is around the majority of the capped area, though at least one gate was unattended and open at the time of the Site visit. The fencing was in adequate condition. There were signs of public access at the Site, but it appeared transitory and did not indicate any extended public use. The Site remains undeveloped. According to the Stevens County Assessor's Office, the Site is owned Northern Lights, LLC. The current tax parcel identification number for the Site is 0416800. A photo log is available as Appendix 6.4.

3.1.1 Direct Contact

Cleanup actions at the Site were intended to eliminate human exposure to contaminated soils at the Site. Exposure pathways to contaminated soils (ingestion, direct contact) were reduced by a combination of physical access restrictions, a barrier cap, and institutional controls. Fencing and the lack of direct vehicular access are effective at preventing intensive public use of the Site; however, there is evidence of foot traffic passing through the Site. Overall, the remedy at the Site protects human health and the environment from direct contact with contaminated soils.

3.1.2 Institutional Controls

Institutional controls were implemented in the form of an environmental covenant. The covenant helps to prevent the exposure of hazardous materials contained beneath the Site surface by prohibiting excavation, drilling, and any use of the property that is inconsistent with the covenant. The covenant remains active, and there is no evidence that any instruments have been recorded that limit the effectiveness or applicability of the covenant.

3.2 New Scientific Information for Individual Hazardous Substances for Mixtures Present at the Site

There is no new pertinent scientific information for the contaminants related to the Site.

3.3 New Applicable State and Federal Laws for Hazardous Substances Present at the Site

There are no new relevant or applicable state or federal laws for hazardous substances found at the Site.

3.4 Current and Projected Site Use

The Site remains vacant. The perimeter fencing at the Site continues to discourage public use and vehicle access on the cap area. There have been no changes in current or projected future Site or resource uses.

3.5 Availability and Practicability of Higher Preference Technologies

The remedy implemented included containment of hazardous substances, and it continues to be protective of human health and the environment. While higher preference cleanup technologies may be available, they are still not practicable at this Site.

3.6 Availability of Improved Analytical Techniques to Evaluate Compliance with Cleanup Levels

The analytical methods used at the time of the remedial action were capable of detection below MTCA Method A cleanup levels. The presence of improved analytical techniques would not impact decisions or recommendations made for the Site.

4.0 CONCLUSIONS

- The cleanup actions completed at the Site appear to be protective of human health and the environment.
- Soil cleanup levels have not been met at the Site; however, the cleanup action is determined to comply with cleanup standards under WAC 173-340-740(6)(f), since the long-term integrity of the containment system is ensured and the requirements for containment technologies have been met.
- The environmental covenant for the property is in place and will be effective in protecting public health and the environment from exposure to hazardous substances and protecting the integrity of the cleanup action.

Based on this periodic review, Ecology has determined that the requirements of the environmental covenant are being satisfactorily met. No additional remedial actions are required by the property owner. It is the property owner's responsibility to continue to inspect the Site to assure that the integrity of the cap is maintained.

4.1 Next Review

The next review for the Site will be scheduled five years from the date of this periodic review. In the event that additional cleanup actions or institutional controls are required, the next periodic review will be scheduled five years from the completion of those activities.

5.0 REFERENCES

Weston Solutions, Inc. *Underground Waterways Assessment Report*. November 2004.

USEPA. *Le Roi Smelter Pollution Reports #1 - #5*. January 10, 2005.

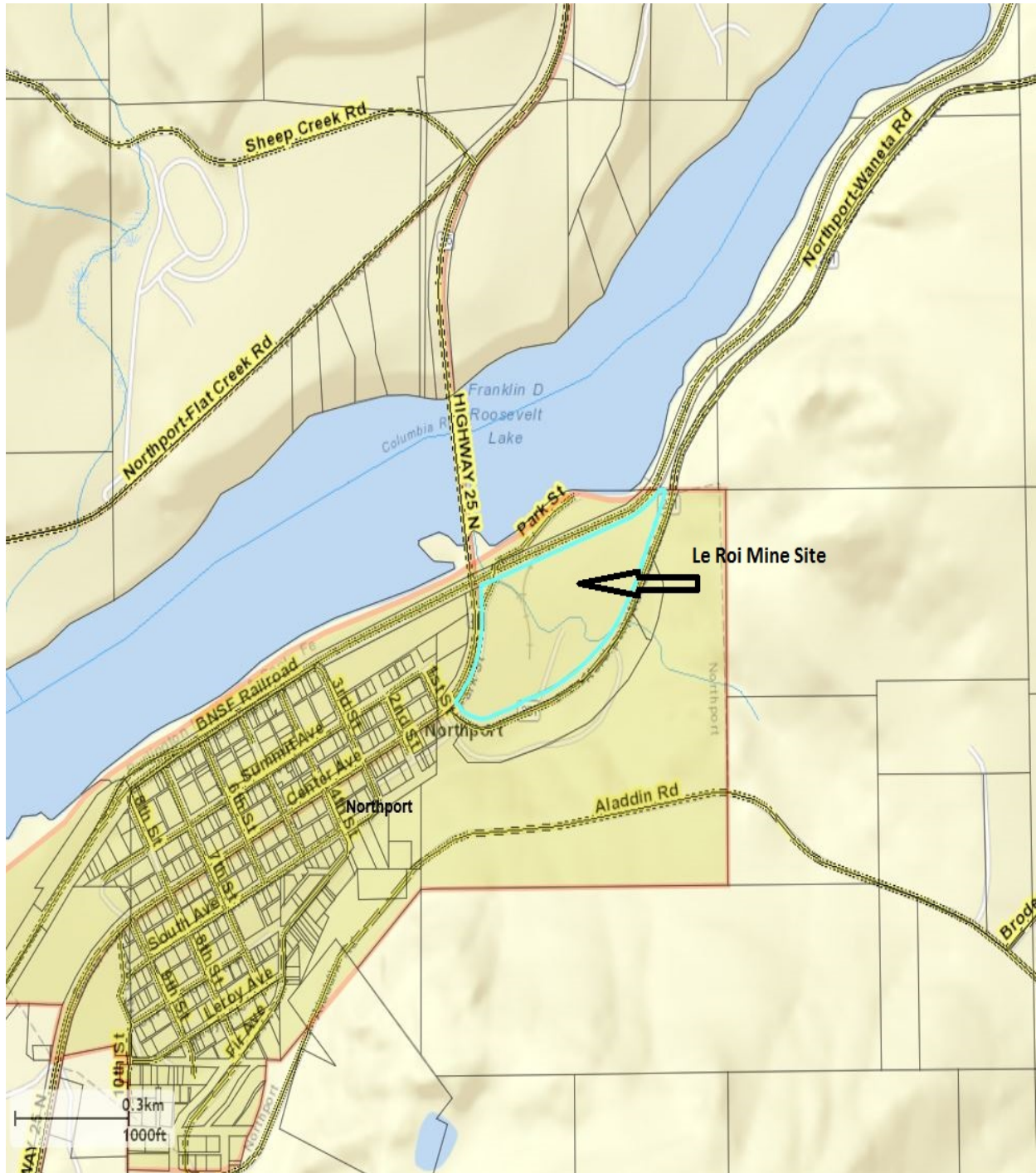
U.S. Department of Health and Human Services. *Health Consultation*. December 6, 2005.

Ecology. *Environmental Covenant*. January 12, 2010.

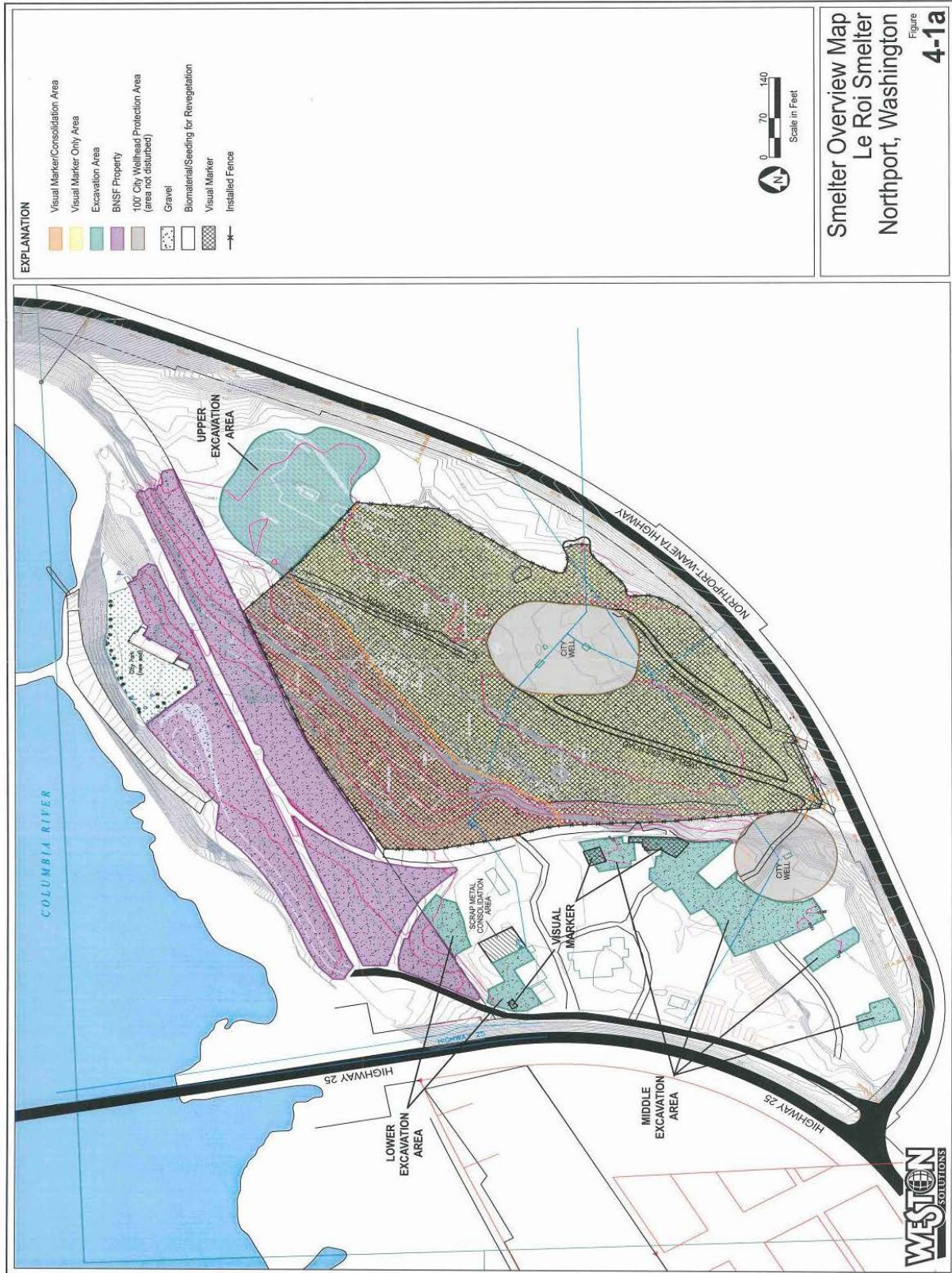
Ecology. *Site Visit*. August 3, 2017.

6.0 APPENDICES

6.1 Vicinity Map



6.2 Site Plan



6.3 Environmental Covenant

WHEN RECORDED RETURN TO:
Sandra Treccani
Washington Dept of Ecology
4601 N. Monroe Street
Spokane, WA 99205

Auditor File #: 2010 0000214

Recorded at the request of:
STEVENS COUNTY TITLE COMPANY

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STEVENS COUNTY, WASHINGTON

DEPARTMENT OF ECOLOGY
EASTERN REGIONAL OFFICE

TIM GRAY, AUDITOR

AALLEN

DOCUMENT TITLE(S)	COURTESY		
1. ENVIRONMENTAL COVENANT			
REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:			
<input type="checkbox"/> Additional numbers on page _____ of document			
GRANTOR(S):			
1. CECIL A. FRAZIER EXEMPTION EQUIVALENT TRUST AND ESTATE OF MARIE M. FRAZIER.			
2.			
3.			
<input type="checkbox"/> Additional names on page _____ of document			
GRANTEE(S):			
1. WASHINGTON STATE DEPT OF ECOLOGY			
2.			
3.			
<input type="checkbox"/> Additional names on page _____ of document			
LEGAL DESCRIPTION:			
Lot-Unit:	Block:	Volume:	Page:
Section: 4	Township: 39	Range: 40	
Plat Name:			
<input type="checkbox"/> Additional legal description is on page <u>9</u> of document			
ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S):			
416800			
<input type="checkbox"/> Additional legal description is on page _____ of document			
The 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.			

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STEVENS COUNTY, WASHINGTON

AFTER RECORDING RETURN TO:
Sandra Treccani
Washington Department of Ecology
4601 North Monroe Street
Spokane, Washington 99205

GRANTOR: Cecil A. Frazier Exemption Equivalent Trust and Estate of Marie M. Frazier

GRANTEE/ HOLDER: Washington State Department of Ecology

LEGAL DESCRIPTION: (abbreviated) That part of Government Lots 3 and 4, and the South ½ of the Northwest ¼ of Section 4, Township 39 North, Range 40 East, Willamette Meridian Stevens County, Washington. Full legal description provided as Exhibit A and depicted in Exhibit B.

TAX PARCEL NOS.: Parcel #416800, Stevens County, Washington

CROSS REFERENCE: Not applicable

ENVIRONMENTAL COVENANT

I. Purpose and Background

Grantor, the Cecil A. Frazier Exemption Equivalent Trust and Estate of Marie M. Frazier, hereby binds Grantor and its successors and assigns (collectively hereinafter, "Grantor") to the land use restrictions identified herein and grants such other rights under this Environmental Covenant made this day of January 5, 2010. This instrument grants a valid and enforceable Environmental Covenant pursuant to the Washington State Uniform Environmental Covenant Act, RCW Chapter 64.70 (UECA) to Washington Department of Ecology and its

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successors and assigns (hereafter “Ecology” or “Holder”). The covenants granted herein are required conditions of a settlement agreement dated Nov 18, 2009 and entered into pursuant to the Comprehensive Environmental Response, Cleanup and Liability Act (“CERCLA”), 42 U.S.C. § 9601 *et seq.*, by Steve Frazier as trustee of the Cecil A. Frazier Exemption Equivalent Trust and as personal representative of the Estate of Marie M. Frazier, and the United States Environmental Protection Agency (“EPA”). By his signature below, Steve Frazier represents that he has the authority to act on behalf of Grantor to agree to the terms of this Covenant.

The Le Roi Smelter Property (“Property”) encompasses thirty-two acres at or near 117 Park Road in Northport, Stevens County Washington. The Property is situated approximately two hundred yards from the Columbia River and is the location of former ore smelting and lumber milling operations. A Burlington Northern Santa Fe rail line runs parallel to the Columbia River and forms the northern boundary of the Property. A legal description of the Property is provided as Exhibit A, and a map depicting the Property and areas relevant to the restrictions contained in this covenant is provided as Exhibit B.

EPA conducted a preliminary assessment and investigation of the Le Roi Smelter Site (“Site”), including the Property, and documented a release of hazardous substances at the Site including lead and arsenic. These hazardous substances were present in soils located on the Property and on surrounding residential and common use properties at concentrations that exceeded applicable cleanup levels. EPA concluded that hazardous substances at the Property and on surrounding properties present or may present an imminent and substantial endangerment to public health, welfare and the environment. In an Action Memo dated June 6, 2004 and supported by an administrative record, EPA implemented a removal action that involved excavating contaminated soil at the Property, from surrounding residential and common use properties, and from the property owned by the Burlington Northern Santa Fe Railway. The excavated soil was consolidated at an eleven-acre area on the Property and covered with a polyethylene liner, twelve inches of clean gravel, and wood debris (together the “cap” or “capped area”). A fence consisting of wire fencing and metal t-posts was erected around the perimeter of the eleven-acre capped to help maintain the integrity of the cap and limit access to the capped area.

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In three areas on the western side of the Property, excavation was not deep enough to remove contaminants to appropriate levels. Instead, visual markers were established to identify the dividing line between contamination left in place beneath the markers and the clean soil placed above the visual markers as a protective barrier. The three visual marker areas are depicted in the map provided as Exhibit B (hereinafter "visual markers").

The Action Memo and supporting record are on file with EPA Region 10 or its successor agency. The regional office is currently located at 1200 6th Avenue Seattle, Washington 98101.

As part of an agreement to settle liability with EPA pursuant to CERCLA, EPA required Grantor, and Grantor agreed, to grant this Environmental Covenant as an institutional control to protect human health and the environment and to ensure the integrity of the response action. Ecology is not a party to the settlement. Ecology reserves all of its rights under the law, including but not limited to its rights to require different or additional remedial action under MTCA.

II. Conveyance and Covenant

This instrument is an Environmental Covenant executed pursuant to UECA concerning the Property owned by the Grantor and legally described in Exhibit A and depicted in Exhibit B, which are attached hereto and incorporated herein. Grantor covenants to and with the Holder and its successor and assigns, that Grantor is lawfully seized in fee simple of the Property, that the Grantor has good and lawful right and power to sell and convey the Property or any interest therein, that the Property is free and clear of encumbrances, except those reviewed and approved by EPA as documented by a title commitment dated Dec 1, 2009, and that Grantor will forever warrant and defend the title thereto and the quiet possession thereof.

With this Environmental Covenant Grantor hereby binds Grantor, its heirs, executors, administrators, successors, and assigns to the restrictions and conditions set forth herein, and conveys to the Holder such restricted property interests. EPA and Ecology have the full rights to enforce the restrictions, conditions, or other rights set forth herein as provided by law including but not limited to CERCLA, MTCA, and UECA.

Grantor makes the following covenants as to limitations, restrictions, and uses to which the Property may be put and specifies that such covenants shall run with the land, as provided by law, shall inure to the benefit of the parties hereto, and shall be binding on all parties and all

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persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereinafter "Owner"):

1. Any activity that may result in the release or exposure to the environment of hazardous substances beneath the cap, create a new exposure pathway for hazardous substances beneath the cap, or impair or interfere with the integrity of the cap, shall be prohibited unless prior written approval for the activity is provided by Ecology. Some examples of activities that are prohibited in the capped area without prior written approval include the following: drilling, digging, excavating, placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capacity, piercing the surface with a rod, spike or similar item, bulldozing, or earthwork.

2. Any activity on the Property that may interfere with the integrity of the CERCLA action and continued protection of human health and the environment is prohibited.

3. Any activity on the Property that may result in the release or exposure to the environment of the contamination located beneath the visual markers, or create a new exposure pathway to contamination remaining on the Property, is prohibited without prior written approval from Ecology. No excavation, digging, drilling or earthwork beneath the visual markers, or puncturing, damaging or removing of the visual markers, shall be permitted unless prior written approval is provided for the activity by Ecology.

4. The Owner shall maintain the cap. Cap maintenance shall include an annual inspection of the capped area, maintaining a twelve-inch layer of gravel above the polyethylene liner, ensuring the cap is properly graded, taking actions to prevent erosion of the cap, and any other action necessary to maintain the integrity of the cap.

5. The Owner shall maintain access controls including fences, gates and roadways for the purpose of prohibiting or limiting access to the capped area and preventing damage to the cap.

6. The Owner shall submit to Ecology an annual report describing the results of the annual inspection of the capped area and any actions taken at the capped area related to cap maintenance and/or access control.

7. The Owner shall provide thirty days advanced written notice to Ecology of the Owner's intent to convey or transfer, in whole or in part, any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by

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the Owner without adequate and complete provision for continued operation and maintenance of the twelve inch thick cap of clean gravel and the visual markers.

8. The Owner shall restrict all leases at or on any portion of the Property to uses and activities consistent with this Environmental Covenant, and shall notify all lessees of the restrictions and limitations placed on the Property by this Environmental Covenant.

9. The Owner shall allow authorized representatives of EPA and Ecology the right to enter the Property at reasonable times to evaluate the CERCLA action and the cap, to take samples, to inspect any other remedial actions conducted at the Property, to inspect records related to the Site, and to conduct any other action that may be necessary to ensure that the removal action continues to protect human health and the environment.

10. The Owner shall notify and obtain written approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Environmental Covenant. Ecology may approve any inconsistent use only after public notice and comment.

III. Reservation of Rights

Grantor hereby reserves unto itself, its representatives, heirs, assigns, and successors all rights accruing from ownership of the Property that are not conditioned, restricted or prohibited by this Environmental Covenant.

IV. Enforcement

Compliance with this Environmental Covenant may be enforced pursuant to all applicable laws, including but not limited to CERCLA, UECA, and MTCA. EPA and Ecology shall have full enforcement rights. An action for equitable or injunctive relief for violation of this Environmental Covenant may also be maintained by the other persons and entities set forth in RCW 64.70.110. Failure by any party or person to enforce compliance with this Environmental Covenant in a timely manner shall not be deemed a waiver of the right to take subsequent enforcement actions.

V. Recordation

Grantor shall record this instrument in the official records of Stevens County, Washington and shall pay the costs associated with recording.

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VI. General Provisions

Agency's Interest. Pursuant to RCW 64.70.030 the rights granted to EPA by this Environmental Covenant are not interests in real property.

Liberal Construction. This Environmental Covenant shall be construed in favor of effectuating the purpose of this Environmental Covenant. If any provision is found to be ambiguous, an interpretation consistent with the purposes of this Environmental Covenant that would render the provision valid shall be favored over any interpretation that would render it invalid.

Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

VII. Termination and Modification

This Environmental Covenant may only be amended or terminated in accordance with the procedures and process contained in the amendment and termination provisions of UECA, RCW 64.70.090 and 64.70.100, and with the provisions of WAC 173-340-440. Ecology may approve inconsistent uses (as described in Section II, paragraph 10 above), and/or termination only after public notice and opportunity for comment.

VIII. Signature and Acknowledgements

Grantor covenants that it is authorized to grant this Environmental Covenant and shall warrant and defend the same against all claims and demands challenging such authority. The undersigned parties represent and certify that they are authorized to execute this Environmental Covenant.

IN WITNESS WHEREOF, Mr. Steve Frazier has executed this Environmental Covenant as trustee of the Cecil A. Frazier Exemption Equivalent Trust and as personal representative of the Estate of Marie M. Frazier on this 1st day of Dec, 2009.

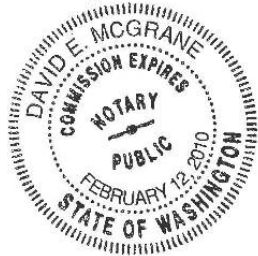
Signatory's printed name Steve FRAZIER

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Signature [Handwritten Signature]
Mr. Steve Frazier on behalf of the Cecil A. Frazier Exemption Equivalent Trust and
Estate of Marie M. Frazier

STATE OF WASHINGTON
COUNTY OF STEVENS

The foregoing instrument was acknowledged and signed in my presence on the 1ST day of
DECEMBER, in the year 2009, by the person(s) who appeared before me and who
acknowledged it to be his/her/their free and voluntary act.



Name (signature) [Handwritten Signature]
Notary Public for the state of WASHINGTON
My Commission expires on 2/12/2010
Printed Name DAVID E. McGRANE

The forgoing Environmental Covenant is hereby approved and certified.

By: _____
Daniel J. Opalski, Director DATE
Office of Environmental Cleanup
United States Environmental Protection Agency
Region 10

By: [Handwritten Signature] 1/5/2010
Michael A. Hibbler, Regional Section Manager DATE
Toxics Cleanup Program
Washington State Department of Ecology

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STEVENS COUNTY, WASHINGTON

Signature _____
Mr. Steve Frazier on behalf of the Cecil A. Frazier Exemption Equivalent Trust and
Estate of Marie M. Frazier

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged and signed in my presence on the 22nd day of
December, in the year 2009, by the person(s) who appeared before me and who
acknowledged to be his/her/their free and voluntary act.



Name (signature) Carol Diann Kennedy
Notary Public for the state of Washington
My Commission expires on 9/17/2012
Printed Name Carol Diann Kennedy

The forgoing Environmental Covenant is hereby approved and certified.

By: Lori Cohen 12/22/09
Lori Cohen, Acting Director DATE
Office of Environmental Cleanup
U.S. Environmental Protection Agency

By: _____
Michael A. Hibbler, Regional Section Manager DATE
Toxics Cleanup Program
Washington State Department of Ecology

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EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY SUBJECT TO COVENANT

That part of Government Lots 3 and 4, and the South ½ of the Northwest ¼ of Section 4, Township 39 North, Range 40 East, Willamette Meridian in Stevens County, Washington, lying South of Burlington Northern, Inc., lying Northerly of right of way for Secondary State Highway No. 22- A Northport, Northerly, conveyed to State of Washington by deed recorded under Auditor's File No. 342054 and lying Easterly of right of way for Primary State Highway No. 22, Columbia River Bridge and approaches, at Northport.

6.4 Photo Log

Photo 1: City Well Facility – from the northwest



Photo 2: City Well Facility – from the northeast



Photo 3: Former Lumberyard Structures – from the south



Photo 4: Cap Area – from the east

