



RETURN ADDRESS:  
COLVILLE TRIBAL CREDIT CORPORATION  
ATTN: MEGHAN FINLEY  
P.O. BOX 618  
NESPELEM, WA 99155

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this document as a courtesy and  
accepts no liability for accuracy  
and/or validity.

CK MISC

DOCUMENT TITLE: ENVIRONMENTAL COVENANT

GRANTOR:

1. COLVILLE TRIBAL CREDIT

GRANTEE:

2. STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

LEGAL DESCRIPTION:

Lots 19 and 20, Block 7 of the Plat of the Town of Malott, as per  
plat thereof recorded in Book "D" of Plats, page 24, records of the  
Auditor [sic] of the Okangoan [sic] County, Washington.

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER:

1. 0820071900



## Environmental Covenant



After Recording Return to:

Department of Ecology  
Attn: Norm Hepner  
15 W. Yakima Avenue, Suite 200  
Yakima, WA 98902

## Environmental Covenant

**Grantor:** Colville Tribal Credit

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

**Legal:** Lots 19 and 20, Block 7 of the Plat of the Town of Malott, as per plat thereof recorded in Book "D" of Plats, page 24, records of the Auditor [sic] of Okangoan [sic] County, Washington.

**Tax Parcel Nos.:** 0820071900

Grantor, Colville Tribal Credit, a lending institution wholly-owned by the Confederated Tribes of the Colville Indian Reservation, 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 day of 11-10, 2011 in favor of the State of Washington Department of Ecology (Ecology).

To the extent that any dispute or enforcement action shall arise between Ecology and Colville Tribal Credit prior to Colville Tribal Credit's transfer of the property to a party or entity that does not have tribal sovereign immunity, Colville Tribal Credit and Ecology shall use mediation and any other form of dispute resolution other than arbitration or litigation to resolve the dispute or enforcement action. Following Colville Tribal Credit's transfer of any right of ownership, possession, or use of the above-referenced parcel to a party or entity that does not have tribal sovereign immunity, 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 against such said owner, possessor, or user of the above-referenced land.

This Declaration of Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Colville Tribal Credit, its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology"). Nothing contained in this Declaration of Covenant shall be interpreted as a waiver of the sovereign immunity of the Colville Tribe and of the sovereign immunity of Colville Tribal Credit.

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]:

Ecology and Environment, Inc., "Final Remedial Investigation Report; Arden's Country Store; Malott, Washington," February 1992.

ECOVA Corporation, "UST Decommissioning, Site Characterization and Cleanup Action Report for WDOE Arden's Country Store Site Cleanup Action," June 1993.

Washington State Department of Ecology, Central Region Office, Toxics Cleanup Program, "Periodic Review; Arden's Country Store," July 29, 2008.

GeoEngineers, "Phase II Environmental Site Assessment: Arden's Country Store, Malott, Washington for Washington State Department of Ecology," June 30, 2011.

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

This Covenant is required because the Remedial Action resulted in residual concentrations of total petroleum hydrocarbons which exceed the Model Toxics Control Act Method A Cleanup Level(s) for SOIL established under WAC 173-340-900.

The undersigned, Colville Tribal Credit, is the fee owner of real property (hereafter "Property") in the County of Okanogan, State of Washington, that is subject to this Covenant. The Property is legally described as Lots 19 and 20, Block 7 of the Plat of the Town of Malott, as per plat thereof recorded in Book "D" of Plats, page 24, records of the Auditor [sic] of Okanogan [sic] County, Washington.



Colville Tribal Credit 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. A portion of the Property contains Total Petroleum Hydrocarbons contaminated soil located near and underlying the structure at an estimated depth from 13' to 15' as shown in exhibit 1. The Owner shall not alter, modify, or remove the existing structure[s] or parking area in any manner that may result in the release or exposure to the environment of that contaminated soil or create a new exposure pathway without prior written approval from Ecology."

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.

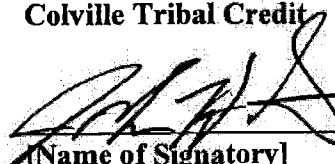
Section 7. The Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Remedial Action; to take



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.

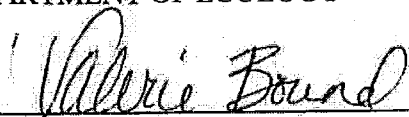
Section 8. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument may be recorded only if Ecology, after public notice and opportunity for comment, concurs.

Colville Tribal Credit

  
[Name of Signatory] GM CTCC  
[Title]

Dated: 11-10-11

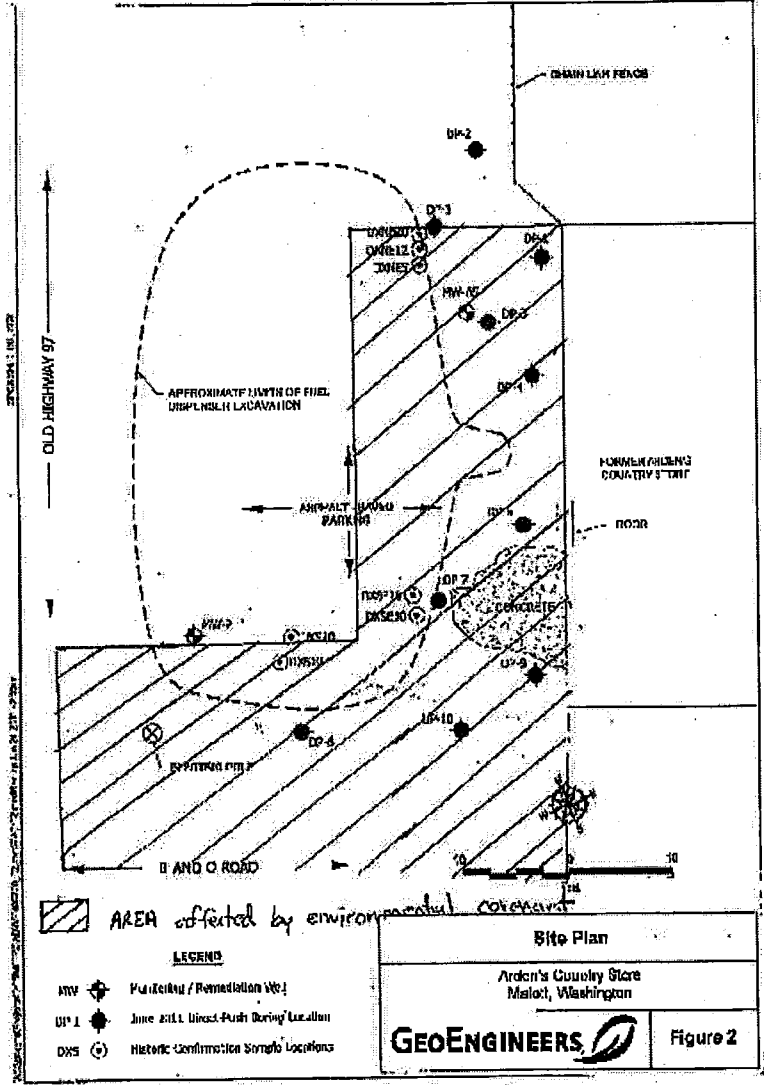
STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

  
[Name of Person Acknowledging Receipt]  
[Title] Section Mgr

Dated: 11-21-11



Exhibit 1

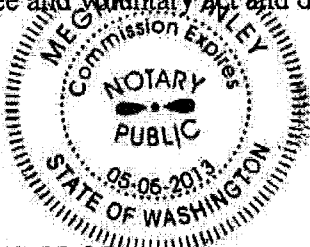




[INDIVIDUAL ACKNOWLEDGMENT]

STATE OF WA  
COUNTY OF Okanogan

On this 10<sup>th</sup> day of November, 2011, I certify that John Smith 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.



M. Arley  
Notary Public in and for the State of  
Washington, residing at Carlee Dam.  
My appointment expires 5-5-13.

[CORPORATE ACKNOWLEDGMENT]

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I certify that \_\_\_\_\_ personally appeared before me, acknowledged that **he/she** is the \_\_\_\_\_ 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.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_

\_\_\_\_\_  
My appointment  
expires \_\_\_\_\_.

[REPRESENTATIVE ACKNOWLEDGEMENT]

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 \_\_\_\_\_.