

**RESTRICTIVE COVENANT  
COLUMBIA EAST COMMERCIAL PARK**

**CITY OF PASCO, A WASHINGTON MUNICIPAL CORPORATION ("City")**

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030 (1) (f) and (g) and WAC 173-340-440 by the City, its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology").

An independent remedial action (hereafter "Remedial Action") occurred at the property that is the subject of this Restrictive Covenant. The Remedial Action conducted at the property is described in the following documents:

Determination of Soil Cleanup Level for a Parcel of Property located in the Columbia East Commercial Park, Section 21, Township 9 North, Range 30 East, W.M.: SCM Consultants, Inc., October 28, 1998.

City of Pasco Property in the Columbia East Commercial park, Pasco, Washington: SCM Consultants, Inc., June 16, 1999.

These documents are on file at Ecology's Eastern Regional Office (ERO).

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of lead, arsenic, cadmium, and chrysene which exceed the Model Toxics Control Act Methods A and B Residential Cleanup Levels for soil established under WAC 173-340-740.

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

The City 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. The Property shall be used for industrial uses, as described in RCW 70.105D.020 (23) or for those uses defined in and allowed under the city's zoning regulations codified in the Pasco Municipal Code, PMC 25.46.020 (5) [wholesale business]; PMC 25.46.020 (6) [heavy machinery sales and service]; PMC 25.46.020 (7) [warehouse]; PMC 25.46.020 (10) [mobile home sales and service]; and PMC 25.46.020 (11) [lumber sales business] as of the date of this Restrictive Covenant.

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 prevent the continued monitoring, operation, and maintenance of the Remedial Action.

Section 5. The Owner must restrict leases to uses and activities consistent with this Restrictive 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 Restrictive Covenant.

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, 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 Restrictive 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.

Gary Crutchfield  
City  
by Gary Crutchfield, City Manager

2-22-01  
Date

STATE OF WASHINGTON )  
COUNTY OF FRANKLIN ) SS.

I certify that I know or have satisfactory evidence that Gary Crutchfield is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

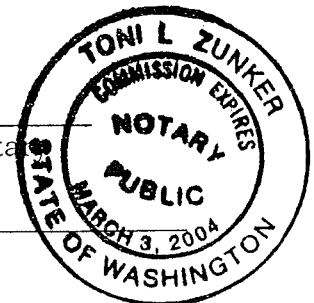
Dated this 22<sup>nd</sup> day of February, 2001.

Toni L Zunker  
Signature of Notary

Print or stamp name of Notary

Notary Public for the State of Washington, residing at: Kennelick

My appointment expires: 3/3/04



**Attachment A**

**(Property Legal Description)**

**Franklin County Assessor's Parcel No. 113-520-327**

**Lot 1, Binding Site Plan 99-03, Franklin County, Washington**