

Auditor File #: 2014 0001818

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STEVENS COUNTY, WASHINGTON

TIM GRAY, AUDITOR

AALLEN

Environmental Covenant

After Recording Return to:
Ms. Patti Carter
Department of Ecology
4601 N. Monroe Street
Spokane, WA 99205

Grantor: BNSF Railway Company

Grantee: State of Washington, Department of Ecology

Legal: A parcel of land located within the Northeast ¼ of Section 4, Township 39 North, Range 40 East, W.M., Stevens County, Washington; more particularly described in Exhibit A.

Tax Parcel Nos.: 8002673

Grantor, BNSF Railway Company, 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 23rd day of January, 2014 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 WAC 173-340-440, 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 BNSF Railway Company, its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology").

To: Stevens County Recorder's Office

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.

Anna Jumblood
Signature of Requestor

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: Site Remediation Report, BNSF – Northport Lead Site, Northport, WA (GeoEngineers, Inc., October 28, 2005).

This document is on file at Ecology's Eastern Regional Office.

This Covenant is required because the Remedial Action resulted in residual concentrations of lead and arsenic which exceed the Model Toxics Control Act Method A Cleanup Levels for SOIL established under WAC 173-340-740.

The undersigned, BNSF Railway Company, is the fee owner of real property (hereafter "Property") in the County of Stevens, State of Washington, that is subject to this Covenant. The Property is legally described in Attachment A.

BNSF Railway Company 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. 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) 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.

Section 9. Neither Ecology nor the Owner intend to include any third party beneficiaries with enforcement rights under this Covenant.

Section 10. By signing this Covenant, the Owner does not intend to affect the scope of existing preemption under the Interstate Commerce Commission Termination Act, 49 U.S.C. § 100501.

BNSF Railway Company

Carrie Thompson

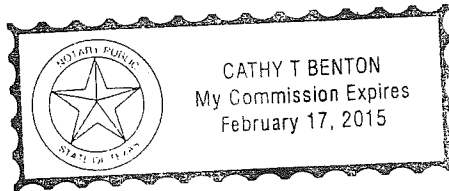
Carrie Thompson
Manager- Land Revenue Management

Dated: JANUARY 23rd 2014

STATE OF TEXAS

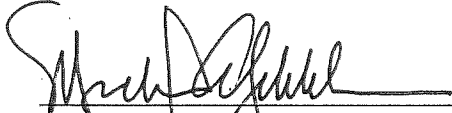
COUNTY OF TARRANT

On this 23rd day of January, 2014, I certify that Carrie Thompson personally appeared before me, acknowledged that she is the Manager- Land Revenue Management 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 she was authorized to execute said instrument for said corporation.



Cathy T. Benton
Notary Public in and for the State of
CATHY T. BENTON,
residing at Weatherford, TX
My appointment expires Feb 17, 2015.

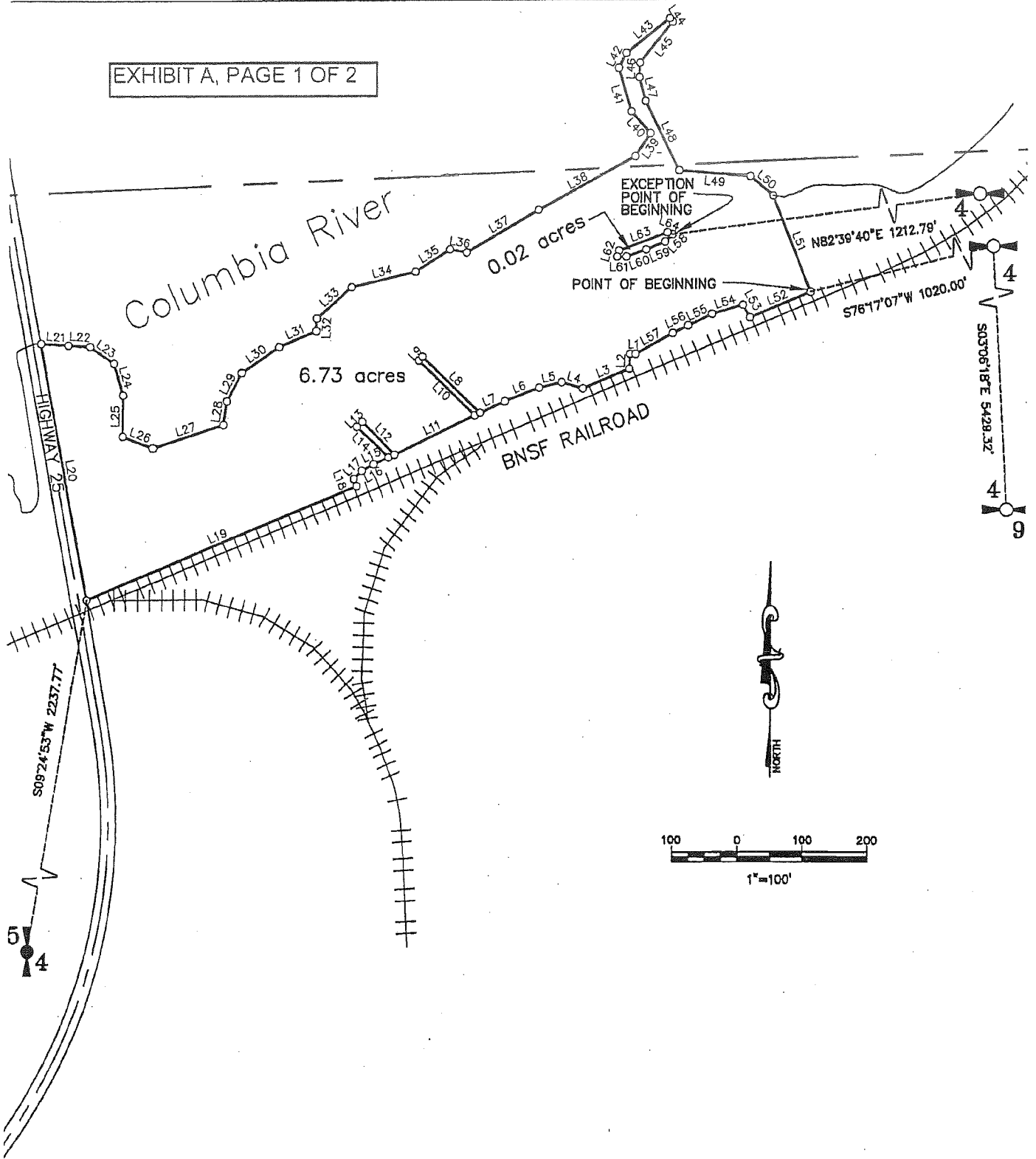
STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY



Michael A. Hibbler
Section Manager, Toxics Cleanup Program

Dated: February, 13, 2014

EXHIBIT A, PAGE 1 OF 2



LEGAL DESCRIPTION EXHIBIT FOR THE NORHTPORT CLEANUP SITE
 WITHIN THE NE1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 40 EAST, W.M. STEVENS COUNTY, WASHINGTON


 MECKEL ENGINEERING & SURVEYING 3806 N. SCHREBER WAY, COEUR D'ALENE, IDAHO, 83815 (208)867-6638 fax (208)864-3347	SCALE: 1" = 200'	DRAWN BY: DBO	JOB NO.: GEO07078
	DATE: 7-30-07	CHECKED BY: SMR	DWG: GEO070079E
	REVISED:	CREW: EJR; DEG	SHEET: 1 OF 2

EXHIBIT A, PAGE 2 OF 2

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N88°30'15"W	8.57
L2	S02°41'11"W	22.04
L3	S67°33'50"W	77.62
L4	N73°47'07"W	34.27
L5	S76°38'39"W	35.87
L6	S69°22'22"W	57.02
L7	S65°23'58"W	41.85
L8	N46°49'58"W	124.08
L9	S43°57'26"W	8.08
L10	S46°54'08"E	120.67
L11	S64°46'26"W	139.17
L12	N45°44'12"W	71.49
L13	S47°13'50"W	11.43
L14	S47°25'09"E	67.95
L15	S66°43'55"W	26.35
L16	S60°54'57"W	20.49
L17	S45°30'00"W	17.26
L18	S22°32'17"E	11.74
L19	S67°27'54"W	447.93
L20	N10°27'37"W	393.21
L21	S86°43'24"E	42.46
L22	S86°27'29"E	33.33
L23	S56°23'43"E	45.58
L24	S16°27'30"E	50.21
L25	S00°29'40"W	61.89
L26	S69°13'12"E	48.84
L27	N72°22'26"E	114.28
L28	N08°44'03"E	35.89

LINE TABLE		
LINE	BEARING	DISTANCE
L29	N27°12'33"E	47.69
L30	N55°20'51"E	68.93
L31	N66°56'44"E	61.16
L32	N02°23'18"E	19.01
L33	N48°26'23"E	71.63
L34	N77°03'03"E	103.14
L35	N58°00'04"E	63.80
L36	S79°56'02"E	26.48
L37	N60°13'11"E	128.24
L38	N61°40'17"E	169.52
L39	N34°25'10"E	41.88
L40	N41°49'21"W	44.62
L41	N16°34'30"W	68.62
L42	N27°19'19"E	24.85
L43	N52°06'40"E	85.58
L44	S36°46'00"E	7.21
L45	S39°33'01"W	79.67
L46	S02°08'27"W	21.71
L47	S15°10'52"E	37.27
L48	S28°30'03"E	117.06
L49	S85°13'34"E	109.42
L50	S50°23'17"E	45.83
L51	S21°41'50"E	156.34
L52	S67°22'06"W	101.05
L53	N29°45'15"W	21.88
L54	S74°07'06"W	49.10
L55	S64°30'07"W	40.61
L56	S63°31'21"W	25.76
L57	S61°15'45"W	65.92

LINE TABLE		
LINE	BEARING	DISTANCE
L58	S46°31'06"W	15.61
L59	S68°09'02"W	31.89
L60	S70°53'14"W	32.43
L61	S89°46'44"W	14.25
L62	N17°25'41"E	9.48
L63	N70°02'28"E	79.82
L64	S69°18'19"E	8.51

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