

Spokane
#33 - Division

07/01/2013 02:58:31 PM
Recording Fee \$76.00 Page 1 of 5
Covenant DEPARTMENT OF ECOLOGY
Spokane County Washington

6224323



RETURN NAME and ADDRESS

Department of Ecology - Patti Carter

4601 N. Monroe Street

Spokane, WA 99205

Please Type or Print Neatly and Clearly All Information

Document Title(s)

Environmental Covenant

Reference Number(s) of Related Documents

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

CHS Inc.

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

State of Washington, Department of Ecology

Legal Description (Abbreviated form is acceptable, i.e. Section/Township/Range/Qtr Section or Lot/Block/Subdivision)

Parcel "F", Northbank Development, SP NO 91-07, Vol. 8, P 22, Spokane County

Assessor's Tax Parcel ID Number 35181.0037

The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the accuracy and 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

Environmental Covenant

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

Environmental Covenant

Grantor: CHS Inc.
Grantee: State of Washington, Department of Ecology
Legal: Parcel "F", Northbank Development, SP NO 91-07, Vol. 8, P 22, Spokane County
Tax Parcel Nos.: 35181.0037

Grantor, CHS Inc., 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 13 day of June, 2013 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 CHS Inc., its 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]:

1. Site Characterization Report, 909 North Division Street Property, Spokane, Washington: Tetra Tech, Inc. March 2009
2. Groundwater Monitoring Report, 909 North Division Street Property, Spokane, Washington: Tetra Tech, Inc., February 2010

3. Groundwater Monitoring Report, 909 North Division Street Property, Spokane, Washington: Tetra Tech, Inc., January 2013

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

This Covenant is required because the Remedial Action resulted in residual concentrations of cadmium and Trichloroethene which exceed the Model Toxics Control Act Method A Cleanup Level(s) for SOIL established under WAC 173-340-740. The southeast corner of the Property, as identified below, contains the contaminated soil.

The undersigned, CHS Inc., is the fee owner of real property (hereafter "Property") in the County of Spokane, State of Washington that is subject to this Covenant. The Property is legally described as follows:

PARCEL "F", NORTHBANK DEVELOPMENT, AS PER CITY SHORT PLAT 91-07 RECORDED IN VOLUME 8 OF SHORT PLATS, PAGE 22, RECORDS OF SPOKANE COUNTY; EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED OCTOBER 13, 1993, UNDER AUDITOR'S FILE NO. 9310130046, RECORDS OF SPOKANE COUNTY.

CHS Inc. 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.

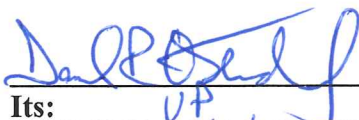
Section 5. The Owner must restrict leases to uses and activities consistent with the Covenant and notify all lessees of the restrictions on the use of the Property.

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.

CHS Inc.



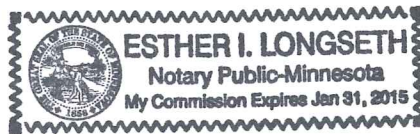
Its: VP
Dated: 6/13/13

STATE OF Minnesota
COUNTY OF Dakota

On this 13th day of June, 2013, I certify that Daniel Ostendorf personally appeared before me, acknowledged that ~~he/she~~ is the Vice President 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.

Esther I. Longseth

Notary Public in and for the State of
Minnesota, residing at Stillwater, MN.
My appointment
expires 1/31/15.



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Michael A. Hibbler

Michael A. Hibbler
Section Manager, Toxics Cleanup Program
Dated: 17 June 2013