

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

Environmental Covenant

Grantor: DARIN HARVEY AND RICHARD HARVEY
Grantee: State of Washington, Department of Ecology
Legal: 812 AND 840 WEST REES AVE, WALLA WALLA, WA 99362
Tax Parcel Nos.: 360719520230

Grantor, DARIN HARVEY AND RICHARD HARVEY, 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 27 day of JUNE, 2011_ 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 DARIN HARVEY AND RICHARD HARVEY 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]:

- Report of Underground Storage Tank Site Assessment, Walla Walla City Shop:
Huntingdon, Inc., February 1995.



- Phase 2 Environmental Site Assessment, Former City Shop Site: Shannon & Wilson, Inc., April 1999.
- Groundwater Sampling and Analysis Plan, Former City Shop Site: Shannon & Wilson, Inc., May 6, 1999.
- Groundwater Samples, Former City Shop: Shannon & Wilson, Inc., July 21, 1999 and October 14, 1999.
- Summary of Groundwater Monitoring, Former City Shop: Shannon & Wilson, February 2000.
- Results of Quarterly Groundwater Monitoring, Former City Shop Site: Shannon & Wilson, October 17, 2000 and April 2, 2001.
- Supplemental Groundwater Monitoring, Former City Shop Site: Shannon & Wilson, Inc., July 2001.

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

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

The undersigned, DARIN HARVEY AND RICHARD HARVEY, are the fee owners 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: BUTLER'S LOT D OF SHORT PLAT (NON-OPR RR PROP-SPUR RUNNING THRU LOTS 14 & 13 BLOCK 1; LOTS 13 & LOCATION: 812 & 840 W REES AVE DEEDED ACRES: 1:65

DARIN HARVEY AND RICHARD HARVEY make 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.

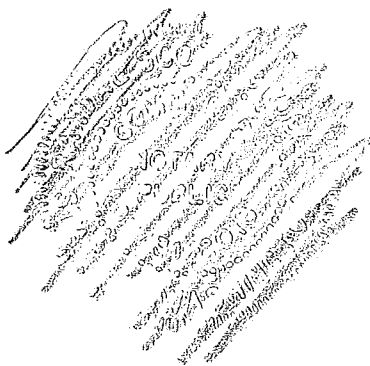
Section 8. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument may be recorded only if Ecology, after public notice and opportunity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

DARIN HARVEY AND RICHARD HARVEY

Darin Harvey R.L. / W. Harvey

Darin Harvey and Richard Harvey
[Title]

Dated: 6-27-2011



County of Walla Walla 6-27-11
Randal Scott Stokes - Notary
Comm. Exp 7-31-2013

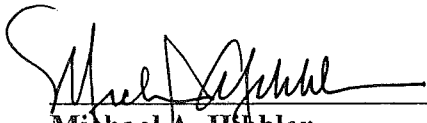


STATE OF WASHINGTON_____
COUNTY OF WALLA WALLA_____

On this 27TH_ day of _____ JUNE _____, 20_11_, I certify that DARIN HARVEY
AND RICHARD HARVEY_____ 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.

Notary Public in and for the State of
Washington, residing at _____.
My appointment expires _____.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY



Michael A. Hibbler
Section Manager, Toxics Cleanup Program

Dated: 29 June 2011



Exhibit A
Legal Description



2009 WALLA WALLA COUNTY PROPERTY TAX STATEMENT

GORDON R. HEIMBIGNER, CFE

WALLA WALLA COUNTY TREASURER

PO Box 777, Walla Walla, WA 99362

LEGAL DESCRIPTION (May be abbreviated): BUTLER'S LOT D OF SHORT PLAT
(NON-OPR RR PROP-SPUR RUNNING THRU LOTS 14 & 13 BLOCK 1; LOTS 13 &
LOCATION: 00812 & 840 W REES AVE

DEEDED ACRES: .165

REAL

LEVY CODE	LEVY RATE	PARCEL NUMBER
1	10.503679	360719520230

CURRENT YEAR TAXES		
Due April 30	Due October 31	Current Year Total Due
\$	\$ 1959.44	\$ 3918.88

CURRENT TAX INFORMATION	
Land Value	\$ 72000
Improvement Value	\$ 300300
Taxable Value	\$ 372300
Gross Tax	\$ 3910.52
Misc Assessments	\$ 8.36



HARVEY, DARIN R, KORI S & RICHARD W
PO BOX 165
WALLA WALLA WA 99362-0005

5780 18 23
1/1

SEE IMPORTANT NOTICE ON BACK

TAXES AND SPECIAL ASSESSMENTS	
Year	Total Due
2009	\$ 1959.44

CURRENT YEAR DISTRIBUTION	
District	Amount
CURRENT EXPENSE	\$ 528.70
HUMAN SERVICES	\$ 6.88
SOLDIERS RELIEF	\$ 4.19
EMS	\$ 186.15
JUVENILE DET BOND	\$ 26.11
STATE SCHOOL	\$ 699.54
STATE REFUND LEVY	\$ 0.06
CITY OF WW	\$ 832.78
PORT OF WW	\$ 134.47
SD #140 GENERAL	\$ 1,094.87
SD #140 BOND	\$ 396.77
FLOOD	\$ 8.36

FORECLOSURE BEGINS AFTER APRIL 30 ON ALL PROPERTY WITH TAXES
DELINQUENT THREE YEARS OR MORE

IF FIRST PORTION DUE IS NOT PAID BY APRIL 30, INTEREST AND PENALTY
IS DUE ON TOTAL YEAR. SECOND PORTION MUST BE PAID BY OCT. 31
WITH THE EXCEPTION OF PERSONAL PROPERTY. SEE BACK OF FORM

DELINQUENT AMOUNTS WILL INCLUDE INTEREST

Voter Approved Tax \$1517.75 or 38.8%

KEEP THIS PORTION

For online payment options: (internet check or credit card) go to www.co.walla-walla.wa.us

2011-05073 CV

06/30/2011 02:50:31 PM Page 7 of 8 Fees: 69.00
Karen Martin County Auditor, Walla Walla County WA

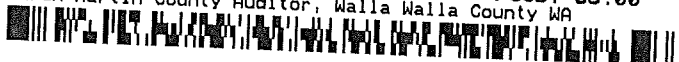


Exhibit A

Lots 15, 16, 17, 18 and 19 in Block 1 of Butler's Addition to the City of Walla Walla, according to the official plat thereof of record in the office of the Auditor of Walla Walla County, Washington, in Volume C of Plats at Page 6.

ALSO,

Lot 6 in Block 1 of Butler's Addition to the City of Walla Walla, according to the official plat thereof of record in the office of the Auditor of Walla Walla County, Washington, in Volume C of Plats at Page 6.

EXCEPTING from said Lot 6 the following described portion thereof owned by the Walla Walla Valley Railway Company:

Commencing at the Northwest corner of Lot 6 in Block 1 of Butler's Addition to the City of Walla Walla, according to the official plat thereof of record in the office of the Auditor of Walla Walla County, Washington; thence Easterly, along the North line of said Lot 6, a distance of 50 feet to the Northeast corner of said Lot 6; thence Southerly, along the East line of said Lot 6, a distance of 36 feet to a point; thence Northwesterly a distance of 52.5 feet, more or less, to an intersection with the West line of said Lot 6; thence Northerly, along the West line of said Lot 6, a distance of 20 feet to The Point of Beginning.

Situated in the County of Walla Walla, State of Washington.

Lot D of that certain Short Plat filed November 5, 2002, in Volume 4 of Short Plats at Page 79, under Auditor's File No. 2002-12600, in the office of the Auditor of Walla Walla County, Washington.

