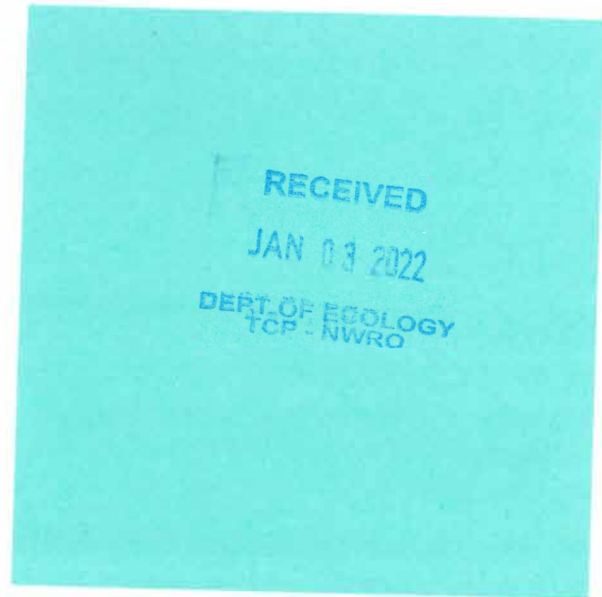


After Recording Return
Original Signed Covenant to:
Michael Warfel, Site Manager
Toxics Cleanup Program
Department of Ecology
Northwest Regional Office
P.O. Box 330316
Shoreline, WA 98133-9716



Environmental Covenant

Grantor: The White Stone, Inc.

Grantee: State of Washington, Department of Ecology (hereafter "Ecology")

Brief Legal Description: IN NW NE: E100' OF FOLL DESC BG NWCR NWNE E220' TPB E196 S208' TO NWCR L38 PINE TERR N89*W196' N TPB EX PT LY WLY OF FOLL DESC LN: BG NW CR NWNE S89*E316.76' TPB S1*E519.34' TP NLN L36 PINE TERR TERM OF LN TGW: BG NE CR L36 PINE TERR N89*W150'

Tax Parcel No.: R13327-502-2990

Cross Reference: Not applicable

RECITALS

- a. This document is an environmental (restrictive) covenant (hereafter "Covenant") executed pursuant to the Model Toxics Control Act ("MTCA"), chapter 70A.305 RCW, and Uniform Environmental Covenants Act ("UECA"), chapter 64.70 RCW.
- b. The Property that is the subject of this Covenant is part or all of a site commonly known as West View Mart, Facility Site ID No. 53233419, 971 Ault Field Rd, Oak Harbor, Island County, Washington, 98227. The Property is legally described in Exhibit A, and illustrated in Exhibit B, both

of which are attached (hereafter "Property"). If there are differences between these two Exhibits, the legal description in Exhibit A shall prevail.

c. The Property is the subject of remedial action conducted under MTCA. This Covenant is required because residual contamination remains on the Property after completion of remedial actions. Specifically, the following principal contaminants remain on the Property:

Medium	Principal Contaminants Present
Soil	Total petroleum hydrocarbons in the gasoline range (TPH-G) and benzene
Soil Vapor/Air	Benzene

d. It is the purpose of this Covenant to restrict certain activities and uses of the Property to protect human health and the environment and the integrity of remedial actions conducted at the site. Records describing the extent of residual contamination and remedial actions conducted are available through Ecology. This includes the following documents: *Remedial Action Report* dated January 27, 2021; *Technical Memorandum: Sub-Slab Soil Vapor Assessment* dated August 20, 2021.

e. This Covenant grants Ecology certain rights under UECA and as specified in this Covenant. As a Holder of this Covenant under UECA, Ecology has an interest in real property, however, this is not an ownership interest which equates to liability under MTCA or the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.* The rights of Ecology as an "agency" under UECA, other than its' right as a holder, are not an interest in real property.

COVENANT

The White Stone, Inc. as Grantor and fee simple owner of the Property hereby grants to the Washington State Department of Ecology, and its successors and assignees, the following covenants. Furthermore, it is the intent of the Grantor that such covenants shall supersede any prior interests the GRANTOR has in the property and run with the land and be binding on all current and future owners of any portion of, or interest in, the Property.

Section 1. General Restrictions and Requirements.

The following general restrictions and requirements shall apply to the Property:

a. **Interference with Remedial Action.** The Grantor shall not engage in any activity on the Property that may impact or interfere with the remedial action and any operation, maintenance, inspection or monitoring of that remedial action without prior written approval from Ecology.

b. **Protection of Human Health and the Environment.** The Grantor shall not engage in any activity on the Property that may threaten continued protection of human health or the environment without prior written approval from Ecology. This includes, but is not limited to, any activity that results in the release of residual contamination that was contained as a part of the remedial action or that exacerbates or creates a new exposure to residual contamination remaining on the Property.

c. Continued Compliance Required. Grantor shall not convey any interest in any portion of the Property without providing for the continued adequate and complete operation, maintenance and monitoring of remedial actions and continued compliance with this Covenant.

d. Leases. Grantor shall restrict any lease for any portion of the Property to uses and activities consistent with this Covenant and notify all lessees of the restrictions on the use of the Property.

e. Preservation of Reference Monuments. Grantor shall make a good faith effort to preserve any reference monuments and boundary markers used to define the areal extent of coverage of this Covenant. Should a monument or marker be damaged or destroyed, Grantor shall have it replaced by a licensed professional surveyor within 30 days of discovery of the damage or destruction.

Section 2. Specific Prohibitions and Requirements.

In addition to the general restrictions in Section 1 of this Covenant, the following additional specific restrictions and requirements shall apply to the Property.

a. Land use.

Commercial Land Use: The remedial action for the Property is based on a cleanup designed for commercial property. As such, the Property shall be used in perpetuity only for commercial land uses as that term is defined in the rules promulgated under Chapter 70A.305 RCW. Prohibited uses on the Property include but are not limited to residential uses, childcare facilities, K-12 public or private schools, parks, grazing of animals, and growing of food crops.

b. Containment of soil/waste materials.

The remedial action for the Property is based on containing contaminated soil under a cap consisting of the slab-on-grade concrete foundation of the gas station building, concrete covering the pump island and underground storage tank nest, and three inches of hot-mix asphalt pavement as illustrated in Exhibit C. The primary purpose of this cap is to minimize the potential for direct contact and to limit vapor intrusion into the gas station building. As such, the following restrictions shall apply within the area illustrated in Exhibit C:

- Any activity on the Property that will compromise the integrity of the cap including: drilling; digging; piercing the cap with sampling device, post, stake or similar device; grading; excavation; installation of underground utilities; removal of the cap; or, application of loads in excess of the cap load bearing capacity, is prohibited without prior written approval by Ecology. The Grantor shall report to Ecology within forty-eight (48) hours of the discovery of any damage to the cap. Unless an alternative plan has been approved by Ecology in writing, the Grantor shall promptly repair the damage and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.
- The Grantor shall not alter or remove the existing structures on the Property in any manner that would expose contaminated soil, result in a release to the environment of contaminants, or create a new exposure pathway, without prior written approval of Ecology. Should the Grantor propose to remove all or a portion of the existing structures illustrated in Exhibit C so that access to the underlying contamination is feasible, Ecology may require treatment or removal of the underlying contaminated soil.
- The Grantor covenants and agrees that it shall annually, or at another time as approved in writing by Ecology, inspect the cap and report within thirty (30) days of the inspection the condition of the cap and any changes to the cap that would impair its performance.

c. Groundwater use.

Groundwater was not encountered during Site characterization to a maximum depth of 56.5 feet below the ground surface. Groundwater is presumed to not be impacted by the Site but that has not been confirmed. For this reason, groundwater will not be extracted on the Property for any purpose other than temporary construction dewatering, investigation, monitoring or remediation. Drilling of a well for any drinking water supply purpose is strictly prohibited. Groundwater extracted from the Property for any purpose shall be considered potentially contaminated and any discharge of this water shall be done in accordance with state and federal law.

d. Monitoring.

Three sub-slab soil vapor pins (VP-1, VP-2 and VP-3) are located on the Property to monitor the performance of the remedial action. The vapor pin locations are shown in Exhibit D. The Grantor shall maintain clear access to these devices and protect them from damage. The Grantor shall report to Ecology within forty-eight (48) hours of the discovery of any damage to any monitoring device. Unless Ecology approves of an alternative plan in writing, the Grantor shall promptly repair the damage and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.

The three sub-slab soil vapor pins will remain in place and be sampled every 5 years prior to periodic review. The samples will be analysed for benzene, toluene, ethylbenzene, xylenes, naphthalene, 2-propanol and air phase hydrocarbons, using the procedures described in the *Technical Memorandum: Sub-Slab Soil Vapor Assessment* dated August 20, 2021. The data from the probes will assure that the remedy remains protective of human health and the environment.

Section 3. Access.

a. The Grantor shall maintain clear access to all remedial action components necessary to construct, operate, inspect, monitor and maintain the remedial action.

b. The Grantor freely and voluntarily grants Ecology and its authorized representatives, upon reasonable notice, the right to enter the Property at reasonable times to evaluate the effectiveness of this Covenant and associated remedial actions, and enforce compliance with this Covenant and those actions, including the right to take samples, inspect any remedial actions conducted on the Property, and to inspect related records.

c. No right of access or use by a third party to any portion of the Property is conveyed by this instrument.

Section 4. Notice Requirements.

a. Conveyance of Any Interest. The Grantor, when conveying any interest in any part of the Property, including but not limited to title, easement, leases, and security or other interests, must:

- i.** Provide written notice to Ecology of the intended conveyance at least thirty (30) days in advance of the conveyance.
- ii.** Include in the conveying document a notice in substantially the following form, as well as a complete copy of this Covenant:

NOTICE: THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON [DATE] AND RECORDED WITH THE [COUNTY] COUNTY

AUDITOR UNDER RECORDING NUMBER [RECORDING NUMBER]. USES AND ACTIVITIES ON THIS PROPERTY MUST COMPLY WITH THAT COVENANT, A COMPLETE COPY OF WHICH IS ATTACHED TO THIS DOCUMENT.

iii. Unless otherwise agreed to in writing by Ecology, provide Ecology with a complete copy of the executed document within thirty (30) days of the date of execution of such document.

b. Reporting Violations. Should the Grantor become aware of any violation of this Covenant, Grantor shall promptly report such violation in writing to Ecology.

c. Emergencies. For any emergency or significant change in site conditions due to Acts of Nature (for example, flood or fire) resulting in a violation of this Covenant, the Grantor is authorized to respond to such an event in accordance with state and federal law. The Grantor must notify Ecology in writing of the event and response actions planned or taken as soon as practical but no later than within 24 hours of the discovery of the event.

d. Notification procedure. Any required written notice, approval, reporting or other communication shall be personally delivered or sent by first class mail to the following persons. Any change in this contact information shall be submitted in writing to all parties to this Covenant. Upon mutual agreement of the parties to this Covenant, an alternative to personal delivery or first class mail, such as e-mail or other electronic means, may be used for these communications.

The White Stone, Inc. c/o Jin Shin 4309 Marine Crest Place Anacortes, WA 98221 (360) 672-2949 jinyoung-dj@comcast.net	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 Olympia, WA 98504 – 7600 (360) 407-6000 ToxicsCleanupProgramHQ@ecy.wa.gov
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Section 5. Modification or Termination.

a. Grantor must provide written notice and obtain approval from Ecology at least sixty (60) days in advance of any proposed activity or use of the Property in a manner that is inconsistent with this Covenant. For any proposal that is inconsistent with this Covenant and permanently modifies an activity or use restriction at the site:

i. Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal; and

ii. If Ecology approves of the proposal, the Covenant must be amended to reflect the change before the activity or use can proceed.

b. If the conditions at the site requiring a Covenant have changed or no longer exist, then the Grantor may submit a request to Ecology that this Covenant be amended or terminated. Any amendment or termination of this Covenant must follow the procedures in MTCA and UECA and any rules promulgated under these chapters.

c. By signing this agreement, per RCW 64.70.100, the original signatories to this agreement, other than Ecology, agree to waive all rights to sign amendments to and termination of this Covenant.

Section 6. Enforcement and Construction.

- a.** This Covenant is being freely and voluntarily granted by the Grantor.
- b.** Within ten (10) days of execution of this Covenant, Grantor shall provide Ecology with an original signed Covenant and proof of recording and a copy of the Covenant and proof of recording to others required by RCW 64.70.070.
- c.** Ecology shall be entitled to enforce the terms of this Covenant by resort to specific performance or legal process. All remedies available in this Covenant shall be in addition to any and all remedies at law or in equity, including MTCA and UECA. Enforcement of the terms of this Covenant shall be at the discretion of Ecology, and any forbearance, delay or omission to exercise its rights under this Covenant in the event of a breach of any term of this Covenant is not a waiver by Ecology of that term or of any subsequent breach of that term, or any other term in this Covenant, or of any rights of Ecology under this Covenant.
- d.** The Grantor shall be responsible for all costs associated with implementation of this Covenant. Furthermore, the Grantor, upon request by Ecology, shall be obligated to pay for Ecology's costs to process a request for any modification or termination of this Covenant and any approval required by this Covenant.
- e.** This Covenant shall be liberally construed to meet the intent of MTCA and UECA.
- f.** The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though such void provision had not been contained herein.
- g.** A heading used at the beginning of any section or paragraph or exhibit of this Covenant may be used to aid in the interpretation of that section or paragraph or exhibit but does not override the specific requirements in that section or paragraph.

The undersigned Grantor warrants he/she holds the title to the Property and has authority to execute this Covenant.

EXECUTED this 30th day of Nov, 2021

THE WHITE STONE, INC.

Signature [Signature]

by: Jin Shin (printed name)

Title: President

CORPORATE ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF Island

On this 30th day of November, 2021, I certify that Jin Shin personally appeared before me, acknowledged that he/she is the 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.

Mary J. Smith
Notary Public in and for the State of Washington
Residing at Oak Harbor
My appointment expires 12/07/2024



The Department of Ecology, hereby accepts the status as GRANTEE and HOLDER of the above Environmental Covenant pertaining to the West View Mart Site, Facility Site ID No. 53233419.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Signature

by: Robert W. Warren

Title: Toxics Cleanup Program NWRO Section Manager

Dated: 12-13-21

Exhibit A

LEGAL DESCRIPTION

The East 100 feet of the following described tract:

That portion of the Northwest Quarter of the Northeast Quarter of Section 27, Township 33 North, Range 1 East of the Willamette Meridian, described as follows:

Commencing at the Northwest corner of said Northwest Quarter of the Northeast Quarter;
thence East along the North line of said subdivision a distance of 220 feet to the true point of beginning;
thence continue East along said North line 196 feet, more or less, to the West line of the PLAT OF PINE TERRACE, according to the plat thereof recorded in Volume 4 of Plats, page 55, records of Island County, Washington;
thence South 208 feet, more or less, to the Northwest corner of Tract 38 of said plat;
thence North 89°01'12" West 196 feet;
thence North to the true point of beginning;

EXCEPT that portion thereof lying Westerly of the following described line:

Commencing at the Northwest corner of said Northwest Quarter of the Northeast Quarter;
thence South 89°01'12" East 316.76 feet along the North line of said subdivision to the true point of beginning of said line;
thence South 1°14'05" East 519.34 feet to a point on the North line of Lot 36, PLAT OF PINE TERRACE, according to the plat thereof recorded in Volume 4 of Plats, page 55, records of Island County, Washington, said point being the terminus of said line;

ALSO, that portion of the Northwest Quarter of the Northeast Quarter of Section 27, Township 33 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Northeast corner of Lot 36, PLAT OF PINE TERRACE, according to the plat thereof recorded in Volume 4 of Plats, page 55, records of Island County, Washington;
thence North 89°01'12" West 150 feet along the North line of said Lot 36;
thence North 0°07'40" East 280.92 feet;
thence South 89°01'12" East 150 feet to the West line of Lot 36, said Plat of Pine Terrace;
thence South 0°07'40" West 280.92 feet to the point of beginning;

TOGETHER WITH that portion of the Northwest Quarter of the Northeast Quarter of Section 27, Township 33 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Northwest corner of Lot 36, PLAT OF PINE TERRACE, according to the plat thereof recorded in Volume 4 of Plats, page 55, records of Island County, Washington;
thence South 0°07'40" West 30.00 feet along the West line of said Lot;
thence North 89°01'12" West 150.00 feet;
thence North 0°07'40" East 30.00 feet;
thence South 89°01'12" East 150.00 feet to the point of beginning;

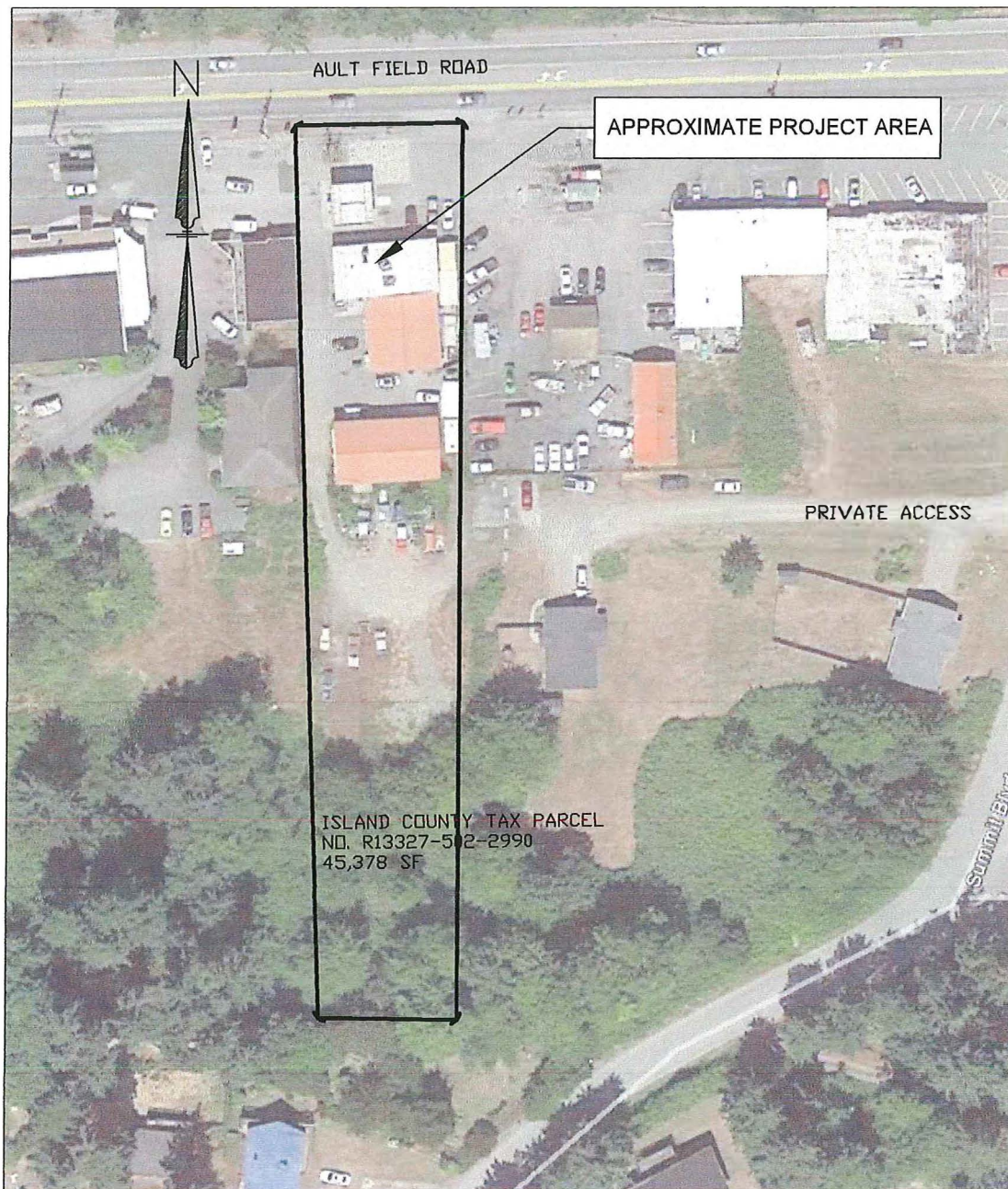
EXCEPT that portion thereof lying Westerly of the following described line:

Commencing at the Northwest corner of said Northwest Quarter of the Northeast Quarter;
thence South 89°01'12" East 316.76 feet along the North line of said subdivision to the true point of beginning of said line;
thence South 1°14'05" East 519.34 feet to a point on the North line of Lot 36, PLAT OF PINE TERRACE.

Situated in Island County, Washington

Exhibit B

PROPERTY MAP

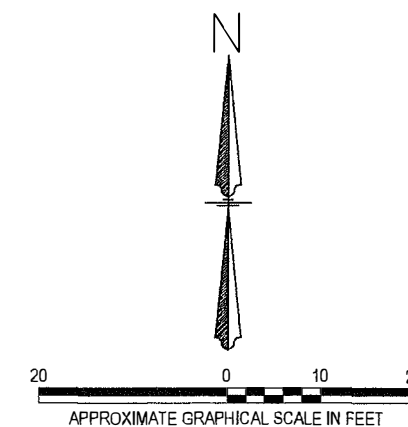
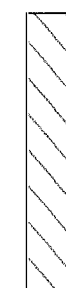
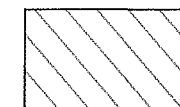
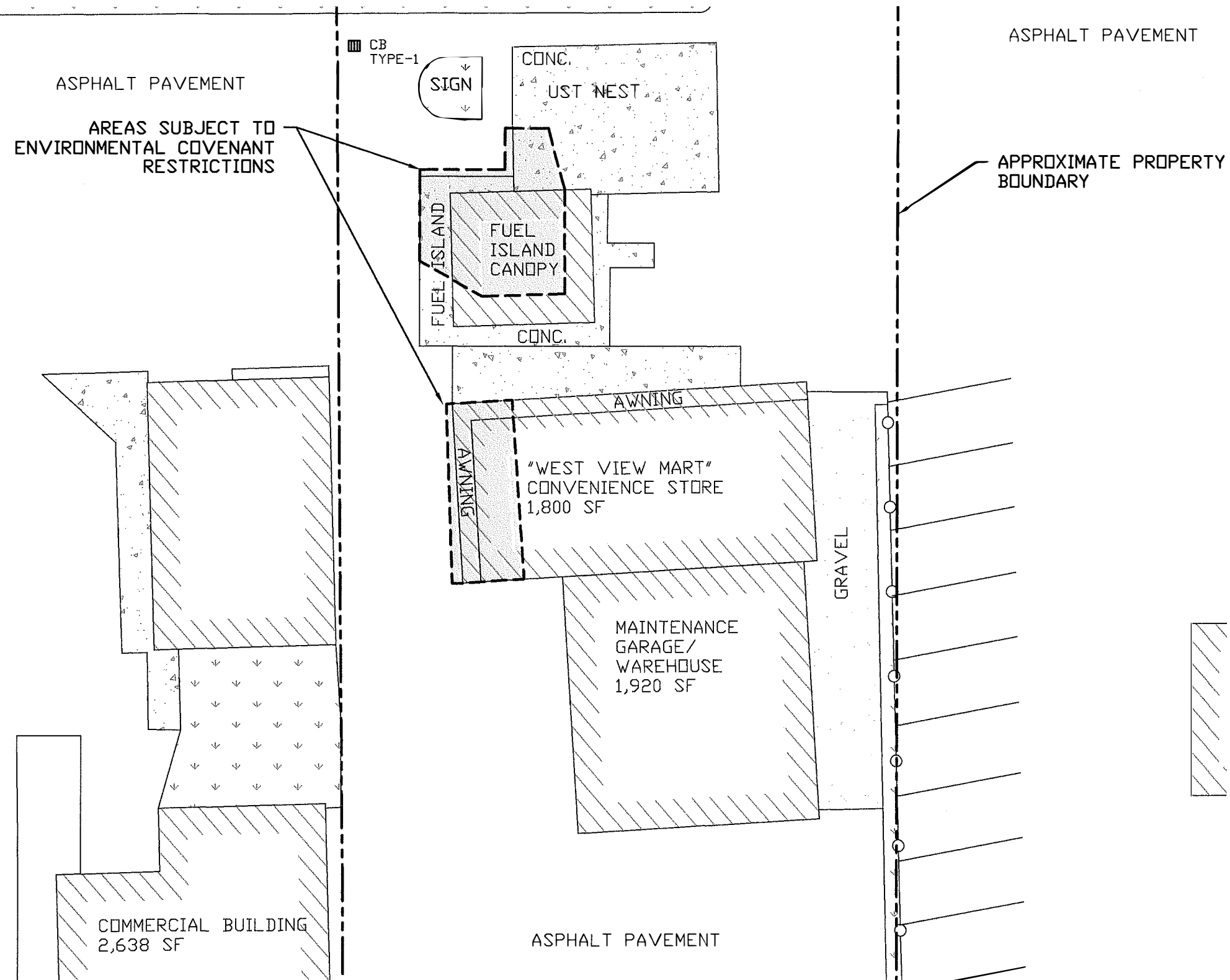


REFERENCE: GOOGLE EARTH SATELLITE IMAGE, 2018.
NOT TO SCALE

WEST VIEW MART 971 Ault Field Rd. Oak Harbor, Washington		
PROPERTY MAP		
DATE: NOVEMBER 2021	Job No.	1195.25
Zipper Geo Associates, LLC 19019 36th Ave. W., Suite E Lynnwood, WA	EXHIBIT	B
	SHT. 1 of 1	

Exhibit C

MAP ILLUSTRATING LOCATION OF RESTRICTIONS



WEST VIEW MART 971 Ault Field Rd. Oak Harbor, Washington		
MAP ILLUSTRATING LOCATION OF RESTRICTIONS		
DATE: NOVEMBER 2021	Job No.	1195.25
Zipper Geo Associates, LLC 19019 36th Ave. W., Suite E Lynnwood, WA	EXHIBIT	SHT.1 of 1

C

REFERENCE: GOOGLE EARTH SATELLITE IMAGE, 2018. ALL LOCATIONS ARE APPROXIMATE.

Exhibit D

MAP SHOWING LOCATIONS OF SOIL VAPOR PINS

