RETURN ADDRESS

Document Title(s)

Environmental Covenant

Reference Numbers(s) of related documents

Additional Reference #=s on page

Grantor(s) **(Last, First and Middle Initial)**

Gold Cattle LLC

Additional grantors on page

Grantee(s) **(Last, First and Middle Initial)**

State of Wa, Dept of Ecology

Additional grantees on page

Legal Description **(abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)**

Commercial Area A of Tanglewilde Div 6 recorded Vol 13, Pg 4 and 5

Additional legal is on page Exhibit A

Assessor's Property Tax Parcel/Account Number

78801200000

Additional parcel #=s on page

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.
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.

Signature of Requesting Party

5023466 Pages: 15
07/30/2024 10:52 AM Covenant
Thurston County Washington
AEG ATLAS LLC

After Recording Return
Original Signed Covenant to:
Joseph B. Hunt, LHG
Toxics Cleanup Program
Department of Ecology
P.O. Box 47775,
Olympia, WA 98504-7775

Environmental Covenant

Grantor: GOLD CATTLE LLC
Grantee: State of Washington, Department of Ecology (hereafter "Ecology")
Brief Legal Description: See Exhibit A
Tax Parcel Nos.: 78801200000

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 Lacey Urban Center, Clean-up Site ID# 15414, Facility Site ID# 67913. 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	Tetrachloroethene (PCE), trichloroethene (TCE), cis-1,2-dichloroethene (cDCE), trans-1,2-DCE (tDCE), and vinyl chloride (VC)
Sub-Slab Vapor	PCE, TCE, cDCE, tDCE, and VC
Groundwater	None

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. These documents include the following:

i. April 1, 2021 Remedial Investigation and Feasibility Study Report;
ii. November 13, 2023 Technical Memorandum–Vapor Assessment; and
iii. April 2, 2024 Compliance Monitoring and Contingency Plan.

e. This Covenant grants Ecology certain rights under the UECA and as specified in this Covenant. As Holder of this Covenant under the 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 (CERCLA), 42

U.S.C. § 9601 *et seq.* The rights of Ecology as an "agency" under the UECA, other than its right as a holder, are not an interest in real property.

COVENANT

GOLD CATTLE LLC, 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 Grantor that such covenants shall supersede any prior interests 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. 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. 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.

The remedial action for the Property is based on a clean-up 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 existing commercial building, located as illustrated in Exhibit C. The primary purpose of this cap is to prevent stormwater from potentially mobilizing soil impacts into groundwater (the soil impacts themselves meet MTCA Method B cleanup levels protective of direct contact exposure). As such, the following restrictions shall apply within the area illustrated in Exhibit C:

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.

c. Groundwater use.

The groundwater beneath the area of the Property illustrated in Exhibit C shall not be extracted for any purpose other than temporary construction dewatering, investigation, monitoring, or remediation. Drilling of a well for any water supply purpose is strictly prohibited. Groundwater extracted within this area for any purpose shall be considered potentially contaminated, and any discharge and/or disposal of this water shall be done in accordance with state and federal law.

d. Monitoring.

Several sub-slab vapor probes are located on the Property to monitor the performance of the remedial action. 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 within 14 days and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.

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 within the area of the Property described and illustrated in Exhibits B and C, 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 _____ AND RECORDED WITH THE THURSTON COUNTY AUDITOR UNDER 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.

Ms. Keum Woo 6730 Troon Lane SE Olympia, Washington 98501-5179 360.923.4136 keumwoo@hotmail.com	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

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.

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 25 day of June, 2024.

GOLD CATTLE LLC
Ms. Keum Woo

Keum Woo

Property Owner

STATE OF Washington

COUNTY OF Thurston

On this 25 day of June, 2024 I certify that Keum-Soon Woo personally appeared before me, 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.

ALICIA ANN BLUM
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
185211
4-19-28

Alicia Ann Blum

Notary Public in and for the State of Washington

Residing at Chehalis

My appointment expires 4/19/2028

The Department of Ecology hereby accepts the status as GRANTEE and HOLDER of the above Environmental Covenant.

STATE OF WASHINGTON

DEPARTMENT OF ECOLOGY

Jerome Lambiotte

By: Jerome Lambiotte, CPG
Section Manager
Toxics Cleanup Program
Southwest Regional Office

Dated: 3 July 2024

Exhibit A

LEGAL DESCRIPTION

COMMERCIAL AREA A OF TANGLEWILDE DIVISION #6, SUBDIVISION A, AS RECORDED IN VOLUME 13 OF PLATS, PAGES 4 AND 5;

EXCEPTING THEREFROM THE NORTHERLY 296.09 FEET OF THE WESTERLY 200 FEET;

ALSO EXCEPTING THEREFROM THAT PART CONVEYED TO THE STATE OF WASHINGTON BY INSTRUMENT RECORDED MAY 29, 1959 UNDER AUDITOR'S FILE NO. 611950;

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT TH NORTHEAST CORNER OF SAID AREA A; THENCE SOUTHWESTERLY ALONG THE NORTHERLY BOUNDARY THEREOF 175 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE NORTH LINE OF SAID AREA A; 125 FEE; THENCE NORTHEASTERLY, PARALLEL WITH PRIMARY STATE HIGHWAY NO. 1 TO THE WESTERLY LINE OF RANGER DRIVE; THENCE NORTHERLY ALONG RANGER DRIVE TO THE POINT OF BEGINNING;

IN THURSTON COUNTY, WASHINGTON.

Exhibit B

PROPERTY MAP

Exhibit Figures on File With the
Washington State Department of Ecology and
Can Be Accessed Here:
https://apps.ecology.wa.gov/cleanupsearch/site/15414

Exhibit C

MAP ILLUSTRATING LOCATION OF RESTRICTIONS

Exhibit Figures on File With the
Washington State Department of Ecology and
Can Be Accessed Here:
https://apps.ecology.wa.gov/cleanupsearch/site/15414