

After Recording Return
Original Signed Covenant to:
Christer Loftenius
Toxics Cleanup Program
Department of Ecology
Eastern Region Office
4601 North Monroe St.
Spokane, WA 9905

Environmental Covenant

Grantor: Tesoro Logistics Operations LLC

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

Brief Legal Description: 2900 Sacajawea Park Road, Pasco, Washington 99301; Portion of the SW 1/4 of Section 35, Township 30E, Range 09N, Willamette Meridian

Tax Parcel Nos.: 112580011, 112580020

Cross References: Agreed Order No. DE 21664 (April 11, 2023) and Final Cleanup Action Plan (March 2023)

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 of a site commonly known as the Chevron Pipe Line Company Pasco Bulk Terminal and Ecology Facility ID 55763995. 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 greater than 60 feet below ground surface (bgs) beneath the Property after completion of remedial actions. Specifically, the following principal contaminants remain on the Property within the Specifically, the following principal contaminants remain on the Property (illustrated on Exhibit B):

Medium	Principal Contaminants Present
Groundwater (Greater than 63 feet bgs)	Total petroleum hydrocarbons as gasoline and diesel, benzene, ethylbenzene, and naphthalene
Soil (Greater than 80 feet bgs)	Total petroleum hydrocarbons as gasoline and diesel, benzene, toluene, ethylbenzene, total xylenes, and naphthalene

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.

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

Tesoro Logistics Operations 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 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, including the top of well casings, 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. All required monuments under the Agreed Order must be re-surveyed, including those that have not been damaged. Grantor shall inform Ecology within 60 days of discovery upon completion of any repairs and also provide the new monument survey information to Ecology.

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 Areas of Concern illustrated in Exhibit B at the Property.

a. Land Use.

The remedial action for the Property is based on a cleanup designed for industrial property. As such, the Property shall be used in perpetuity only for industrial 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, growing of food crops, and non-industrial commercial uses.

b. Stormwater Facilities.

To minimize the potential for mobilization of contaminants remaining in the soil and groundwater on the Property, no stormwater infiltration facilities or unlined ponds shall be constructed within the Site illustrated in Exhibit B. All newly constructed stormwater catch basins, conveyance systems, and other appurtenances located within this area shall be of water-tight construction. If any repair of stormwater facilities is necessary, the Grantor shall promptly repair any damage and submit a report documenting this work to Ecology within thirty (30) days completing the repairs, unless Ecology approves of an alternative plan in writing.

c. Groundwater use.

Groundwater beneath the Property remains above the clean-up levels for total petroleum hydrocarbons (gasoline and diesel), benzene, ethylbenzene, and naphthalene and shall not be extracted for any purpose other than temporary construction dewatering, investigation, monitoring or remediation without prior notification and approval by Ecology. Drilling of a well for any 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. Drilling of a well on the property must comply with applicable regulations for well location and set-back distances from potential sources of contamination. If the Grantor intends to install any new wells on the Property, Grantor shall inform Ecology at least thirty (30) days prior to the installation of any new wells. Ecology reserves the right to prevent any well installation on the Property for the life of this Covenant.

d. Monitoring.

Several groundwater monitoring wells are located on the Property to monitor performance of the remedial action and select groundwater monitoring wells are being used to implement the remedy. The Grantor shall maintain clear access to the groundwater monitoring wells 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 wells and associated structures. 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.

Section 3. Access.

a. The Grantor shall maintain clear access to all remedial action components necessary to construct, operate, inspecting, 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:

Provide written notice to Ecology of the intended conveyance at least thirty (30) days in advance of the conveyance.

- i. 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 WHATCOM 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.

- ii. 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 within 10 days of discovery of such violation.

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.

Kyle Waldron Marathon Petroleum Company LP ES&S - Remediation 539 South Main Street Findlay, Ohio 45840 kawaldron@marathonpetroleum.com 425-502-1616	Environmental Covenants Coordinator Toxics Cleanup Program Department of Ecology Eastern Region Office 4601 North Monroe St. Spokane, WA 9905 ToxicsCleanupProgramHQ@ecy.wa.gov 509-329-3400
--	---

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. Grantor shall inform Ecology within 30 days of discovery of such violation. 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.

(Signatures on following pages.)

EXECUTED this 3 day of April, 2025.

GRANTOR:

Tesoro Logistics Operations LLC

Angela Brown
by: Angela Brown
Title: Vice President

STATE OF Ohio)
COUNTY OF Hancock) ss

On this 3 day of April, 2025, I certify that Angela Brown personally appeared before me, acknowledged that **he/she** signed this instrument, on oath stated that **he/she** was authorized to execute this instrument, and acknowledged it as the Vice President of Tesoro Logistics Operations LLC/Marathon Oil to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

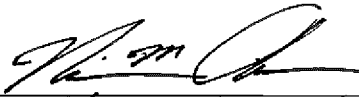


Cindi Matthews
Notary Public, State of Ohio
My Commission Expires:
November 15, 2027

Cindi Matthews
Notary Public in and for the State of Ohio
Residing at Findlay, Ohio
My appointment expires 11-15-2027
cm

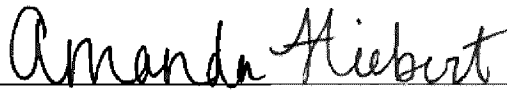
The Department of Ecology, hereby accepts the status as GRANTEE and HOLDER of the above Environmental Covenant.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY


by: NICHOLAS M. ACKLAM
Title: TCP-ERO SECTION MANAGER
Dated: 4/17/2025

STATE OF WASHINGTON)
COUNTY OF Spokane)ss

On this 17th day of April, 2025, I certify that Nicholas Acklam personally appeared before me, acknowledged that he/she is the TCP-ERO section manager of the state agency that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument for said state agency.


Notary Public in and for the State of Washington
Residing at Spokane County
My appointment expires 01/31/2026

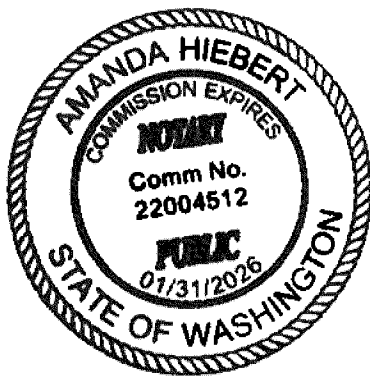
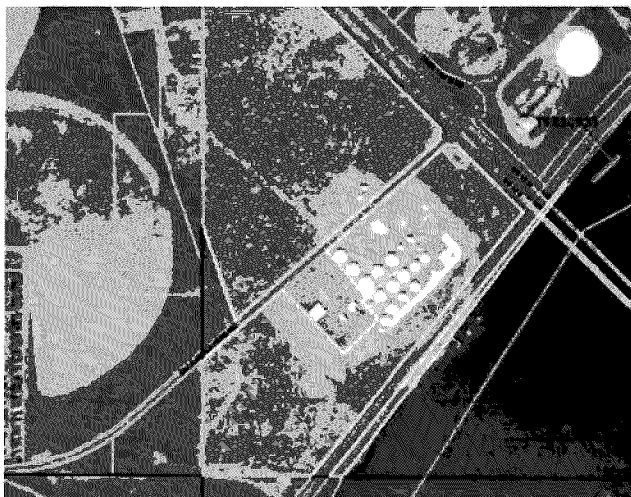


Exhibit A

LEGAL DESCRIPTION OF THE PROPERTY

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF FRANKLIN AND IS DESCRIBED AS FOLLOWS:

Parcel Number 112580011: TRACT 1-A PTN LOTS 3 & 4 & 35-9-30 NW4SW4 & S2NW4 & NW4NW4 LY SWLY OF R/W PSH #3 & SELY OF CO RD AS ESTAB O/A SD PREMISES, EXC TRACT CONVEYED TO FR & WALLA WALLA CO'S & THE 100' R/W TO SPSRR; ALSO THOSE PTNS OF LOTS 3 & 4 & NW4NW4, S2NW4 & NW4SW4 WH LY SWLY OF RD R/W TO STATE & NWLY OF SELY R/W LN FOR BRIDGE STOCK YARD RD GRANTED TO FR CO BY THOSE PARTS CONVEYED TO STATE & USA, LESS TRACT 2-A TO SALT LAKE PIPE- LESS EASEMENTS, ALSO SHORELANDS ABUTT, LESS PSH #3 (PARCEL 5-575 264793)



Parcel Number 112580020: TRACT 2-A PTN SW4 35-9-30 SEE ASSESSOR CARD FOR DESCRIPTION LESS GAS LINE EASE (266600)



Exhibit B

PROPERTY MAP

