



Mr. Cook,

Please let this letter serve as a notice of land sale/transfer for affected parcels F and J within the covenant with EPA regarding the Moses Lake Well Superfund Site Covenant. Carlile Development will be selling said parcels to Grant Node Properties LLC.

If you have any questions or comments please reach out to me at the following...

Email- shane@advancedincorporated.com

Cell- 509 760-4416

Office- 509 762-9421 ext. 3

Thank you,

 10/23/2025

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CARLILE DEVELOPMENT

**AFTER RECORDING RETURN TO:**

Rod Lobos
U.S. EPA
Hanford Project Office
825 Jadwin Avenue, Suite 210
Richland, WA 99352

GRANTOR: Carlile Development LLC

GRANTEE/ HOLDER: Washington State Department of
Ecology

LEGAL DESCRIPTION: A Portion of the West 1/2 Section 27, Township 20 North, Range 28
E.W.M. Grant County, Washington

TAX PARCEL NOS.: 090969100 (Parcel A), 090969101 (Parcel B),
090969105 (Parcel F), 090969106 (Parcel G), 090969107 (Parcel H), 090969108 (Parcel J),
090969110 (Private Roadway), 090969111 (Parcel M), 090969112 (Parcel N), 090969113
(Parcel P), and 090969114 (Parcel Q) of the Carlile Development Major Plat Lot 1, Industrial
Binding Site Plan.

CROSS REFERENCE: Not applicable

ENVIRONMENTAL COVENANT**I. Purpose and Background**

Moses Lake Wellfield Superfund Site Covenant

Grantor, Carlile Development, hereby binds Grantor and her successors and assigns (collectively hereinafter, "Grantor") to the land use restrictions identified herein and grants such other rights under this Environmental Covenant made on this 24th day of May, 2017. This instrument grants a valid and enforceable Environmental Covenant pursuant to the Washington State Uniform Environmental Covenant Act, RCW Chapter 64.70 (UECA) to United States Environmental Protection Agency (hereafter "EPA") and the Washington Department of Ecology (hereafter "Ecology") and their respective successors and assigns. By the signatures below, Grantor represents that she has the authority to legally execute and agree to the terms of this Covenant.

The covenants granted herein are part of a response action implemented under the authority of the Comprehensive Environmental Response, Cleanup and Liability Act ("CERCLA"), 42 U.S.C. § 9601 *et seq.*

Grantor is the owner of the surface rights to real property that is located on the Southwest intersection of Tyndall Road and Randolph Road in Moses Lake Grant County, Washington ("Property"). The Property covers approximately 24.96 acres. A legal description of the Property is attached and incorporated by reference herein as Exhibit A.

The Property is located within the Moses Lake Wellfield Superfund Site ("Site"). The Site encompasses approximately 1000 acres in size. The former Larson Air Force Base is located within the Site. The United States began construction of the Larson Air Force Base in 1942, and operated the Larson Air Force Base until 1965 when the Air Force Base was closed. The Boeing Company used the Air Force Base to test aircraft. In 1966 the Port of Moses Lake acquired most of the former base and has since operated the acquired property as the Grant County Airport. Operations conducted by the United States Air Force and the Boeing Company resulted in releases of hazardous substances at the Site. These hazardous substances include, but are not limited to, trichloroethylene ("TCE"), arsenic, lead, mercury, polychlorinated biphenyls, and are present at levels that present unacceptable risks to human health and the environment in soils and groundwater within the Site.

EPA placed the Site on the National Priorities List in 1992. The United States Army Corps of Engineers performed a Remedial Investigation/Feasibility Study at the Site under EPA



oversight. In 2002, EPA selected remedial actions to address Site contamination in a Record of Decision.

The EPA selected remedial actions focus on cleanup actions in soil sites and groundwater to protect human health and the environment. A portion of the Property is a soil site for which EPA selected a cleanup action that requires the removal of contaminated surface and sub-surface soils that exceed industrial use risk-based concentrations. A description of this portion of the Property is highlighted in Exhibit B as Parcel 'G'. Because the EPA selected remedial actions for the Property that will not result in a cleanup that is protective of residential uses and uses similar to residential uses, EPA also selected the establishment of environmental covenants prohibiting such non-protective uses at the Property. The Property is also located above a TCE contaminated plume. EPA selected, as part of the groundwater remedy, the establishment of environmental covenants that prohibit the use of contaminated groundwater at the Site.

Environmental covenants are necessary to ensure that the EPA selected remedy is protective of human health and the environment in perpetuity.

The Moses Lake Wellfield Superfund Site Record of Decision and supporting administrative record are on file with EPA Region 10 or its successor agency. The regional office is currently located at 1200 6th Avenue Seattle, Washington 98101.

The purpose of this Environmental Covenant is to establish institutional controls to protect human health and the environment and to ensure the integrity of the response action implemented at the Property. Notwithstanding the response actions implemented and the terms and conditions of this Environmental Covenant, EPA and Ecology reserves all of its rights under the law, including but not limited to its rights to require different or additional remedial action under CERCLA or MTCA.

II. Conveyance and Covenant

This instrument is an Environmental Covenant executed pursuant to UECA concerning the Property owned by the Grantor and legally described in Exhibit A and depicted in Exhibit B, which are attached hereto and incorporated herein. Grantor covenants to and with the Holder and its successor and assigns, that Grantor is lawfully seized in fee simple of the Property, that the Grantor has good and lawful right and power to sell and convey the Property or any interest

Moses Lake Wellfield Superfund Site Covenant

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therein, that the Property is free and clear of encumbrances, except those reviewed and approved by EPA, and that Grantor will forever warrant and defend the title thereto and the quiet possession thereof.

With this Environmental Covenant Grantor hereby binds Grantor, her heirs, executors, administrators, successors, and assigns to the restrictions and conditions set forth herein, and conveys to the Holder such restricted property interests. EPA and Ecology have the full rights to enforce the restrictions, conditions, or other rights set forth herein as provided by law including but not limited to CERCLA, MTCA, and UECA.

Grantor makes the following covenants as to limitations, restrictions, and uses to which the Property may be put and specifies that such covenants shall run with the land, as provided by law, shall inure to the benefit of the parties hereto, 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 (hereinafter "Owner");

1. The Property shall not be used in any manner that will materially interfere with or adversely affect the integrity or protectiveness of any response action taken at the Property.

2. The Owner shall not engage in any activity on the Property that may threaten continued protection of public health or the environment without prior written approval from EPA and 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 response action(s) or that exacerbates or creates a new exposure to residual contamination remaining on the Property.

3. Groundwater under the Property shall not be used, and the construction or maintenance of any groundwater wells on the Property is prohibited, for any purpose other than temporary construction dewatering, investigation, monitoring or remediation.

4. Except as described in Paragraph 5, below, which further limits uses of the portion of the Property identified as Parcel "G" described in Exhibit B, the Property may be used for commercial and/or industrial. No portion of the Property may be used for residential uses or as the location of a children's school or day care.

5. The portion of the Property identified as Parcel "G" in Exhibit B may be used for industrial purposes as that term is defined in the rules promulgated under Chapter 70.105D RCW. No portion of the portion of the Property identified as Parcel "G" in Exhibit B may be

Moses Lake Wellfield Superfund Site Covenant

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used for residential uses, non-industrial commercial uses, or as a location of a children's school or day care center.

6. The Owner shall provide thirty days advanced written notice to EPA and Ecology of the Owner's intent to convey or transfer, in whole or in part, any interest in the Property. The Owner shall not convey any interest in any portion of the Property without providing for the continued adequate and complete operation, maintenance and monitoring of the CERCLA response action(s) and continued compliance with this Environmental Covenant

7. The Owner shall restrict all permits, licenses, and leases at or on any portion of the Property to uses and activities consistent with this Environmental Covenant, and shall notify all permittees, licensees, and lessees of the restrictions and limitations placed on the Property by this Environmental Covenant.

8. The Owner shall allow authorized representatives of EPA and Ecology the right to enter the Property at reasonable times to evaluate implemented CERCLA response action(s), to take samples, to inspect any other response actions conducted at the Property, to conduct maintenance and repair activities, and to conduct any other action that may be necessary to ensure that implemented CERCLA response action(s) continues to protect human health and the environment, including assessing compliance with this Environmental Covenant.

9. The Owner shall notify and obtain written approval from EPA and Ecology prior to any use of the Property that is inconsistent with the terms of this Environmental Covenant. EPA and Ecology may approve any inconsistent use only after public notice and comment.

III. Reservation of Rights

Grantor hereby reserves unto itself, her representatives, heirs, assigns, and successors all rights accruing from ownership of the Property that are not conditioned, restricted or prohibited by this Environmental Covenant.

IV. Enforcement

Compliance with this Environmental Covenant may be enforced pursuant to all applicable laws, including but not limited to CERCLA, UECA, and MTCA. EPA and Ecology shall have full enforcement rights. An action for equitable or injunctive relief for violation of

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this Environmental Covenant may also be maintained by the other persons and entities set forth in RCW 64.70.110. Failure by any party or person to enforce compliance with this Environmental Covenant in a timely manner shall not be deemed a waiver of the right to take subsequent enforcement actions.

V. Recordation

Grantor shall record this instrument in the official records of Grant County, Washington and shall pay the costs associated with recording.

VI. General Provisions

Agency's Interest. Pursuant to RCW 64.70.030 the rights granted to EPA as an "agency" by this Environmental Covenant are not interests in real property. The rights granted to Ecology as a holder, while constituting an interest in real property under RCW 64.70.030(1), do not constitute an ownership interest under MTCA or CERCLA.

Liberal Construction. This Environmental Covenant shall be construed in favor of effectuating the purpose of this Environmental Covenant. If any provision is found to be ambiguous, an interpretation consistent with the purposes of this Environmental Covenant that would render the provision valid shall be favored over any interpretation that would render it invalid.

Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

VII. Termination and Modification

This Environmental Covenant may only be amended or terminated in accordance with the procedures and process contained in the amendment and termination provisions of UECA, RCW 64.70.090 and 64.70.100, and with the provisions of WAC 173-340-440. EPA and Ecology may approve inconsistent uses (as described in Section II, paragraph 7 above), and/or termination only after public notice and opportunity for comment.



VIII. Signature and Acknowledgements

Grantor covenants that she is authorized to grant this Environmental Covenant and shall warrant and defend the same against all claims and demands challenging such authority. The undersigned parties represent and certify that they are authorized to execute this Environmental Covenant.

IN WITNESS WHEREOF, has executed this Environmental Covenant as owner of the real property subject to this Environmental Covenant on this 24th day of March, 2017.

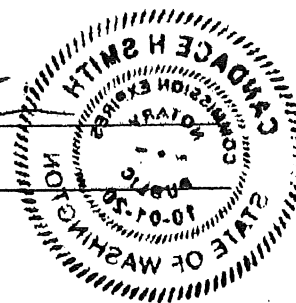
Signatory's printed name Shene Carlile

Signature [Signature]

Title President

STATE OF Washington

COUNTY OF Grant



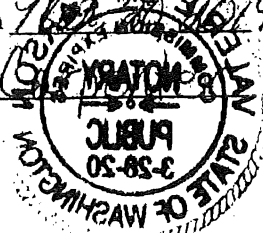
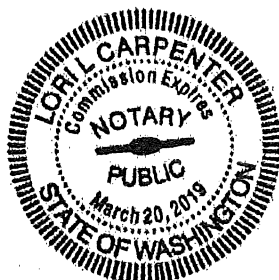
The foregoing instrument was acknowledged and signed in my presence on the 24th day of March, in the year 2017, by the person(s) who appeared before me and who acknowledged it to be his/her/their free and voluntary act.

Name (signature) [Signature]

Notary Public for the state of Washington

My Commission expires on 10-10-2019

Printed Name Lori L. Carpenter



PHOTOCOPY

Moses Lake Wellfield Superfund Site Covenant

Grant County
Auditor

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EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY SUBJECT TO COVENANT

Grant County Parcel Number 110069512

POR W1/2 27 20 28 (Prelim Carlile Development MP Lot 1 IBSP) That portion of the West half of Section 27, Township 20 North, range 28 E.W.M., Grant county, Washington, as delineated and described on the Carlile Record of Survey - Segregation drawing prepared by Western Pacific Engineering and Survey, Inc., dated September, 2015, and described as follows: Beginning at a point 7,213.41 feet North and 1,375.71 feet East of the Southeast corner of Section 33, Township 20 North, range 28 E.W.M., (whose Washington State Grid South zone coordinates are Y=674,047.08, X=2,298,909.20 and are referred to U.S.C. and G.S. Station "SPAD" whose Washington State Grid South zone coordinates are Y=676,911.66, X=2,288,625.74) said point being on the Westerly right of way line of county road known as Randolph Road, this point being the True Point of Beginning; thence North 17°17'29" East, along the Westerly right of way of said Randolph Road, a distance of 804.19 feet to a point hereby designated Point "A". Beginning again at the True Point of Beginning; thence North 72°41'35" West, a distance of 678.80 feet; thence North 17°18'40" East, a distance of 130.18 feet; thence North 72°41'20" West, a distance of 208.71 feet; thence South 17°18'40" West, a distance of 130.20 feet; thence North 72°41'35" West, a distance of 604.87 feet; thence North 17°09'40" East, a distance of 401.39 feet; thence North 72°41'35" West, a distance of 30 feet; thence North 17°15'55" East, to a point which bears North 72°41'35" West of Point "A"; thence South 72°41'35" East, a distance of 1,515 feet, more or less, to the herein before designated Point "A". EXCEPT Beginning at a point 7,981.25 feet North and 1,614.73 feet East of the Southeast corner of Section 33, Township 20 North, Range 28 E.W.M., said point being on the Westerly right of way line of county road known as Randolph Road, this point being the True Point of Beginning; thence South 17°17'28" West, a distance of 30 feet; thence North 72°41'35" West, a distance of 1,523.46 feet; thence North 17°15'55" East, a distance of 30 feet; thence South 72°41'35" East, a distance of 1,523.47 feet returning to the True Point of Beginning. AND EXCEPTING THEREFROM That portion of the West half of Section 27, Township 20 North, Range 28 E.W.M., Grant County, Washington, as delineated and described on the Carlile Record of Survey - Segregation drawing prepared by Western Pacific Engineering and Survey, Inc., dated September, 2015, and described as follows: Beginning at a point 7,981.25 feet North and 1,614.73 feet East of the Southeast corner of Section 33, Township 20 North, Range 28 E.W.M., said point being on the Westerly right of way line of county road known as Randolph Road, said point here by designated as Point "A"; thence South 17°17'29" West, coincident with the said westerly right of way line, a distance of 30 feet to the southeast corner of the parcel described in the Statutory Warranty Deed recorded under Grant County Audi Thence continuing South 17°17'29" West, coincident with the said westerly right of way line, a distance of 210.00 feet; thence North 72°41'35" West, a distance of 250.00 feet; thence North 17°17'29" East, a distance of 200.10 feet to a point on the north boundary line of said parcel; thence South 72°41'35" East, coincident with the said north boundary line, a distance of 250.00 feet to the POINT OF BEGINNING. Containing 24.965 ACRES, more or less.



EXHIBIT B

File -- Project Grant Master Survey for 1/2 of Section 27, Township 20 North, Range 28 E.W.M. 1380146

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A PORTION OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 20 NORTH, RANGE 28 E.W.M., GRANT COUNTY, WASHINGTON.

