



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

15 W Yakima Ave, Ste 200 • Yakima, WA 98902-3452 • (509) 575-2490

March 13, 2015

Coleman Oil Company
Attention: Mr. Jim Cach
335 Mill Road
Lewiston, ID 83501

Re: No Further Action at the following Site:

- **Site Name:** Coleman Oil Company 1
- **Site Address:** 3 East Chehalis Street, Wenatchee
- **Facility/Site No.:** 83844381
- **VCP Project No.:** CE0328

Dear Mr. Cach:

The Washington State Department of Ecology (Ecology) received your request for an opinion on your independent cleanup of the Coleman Oil Company 1 facility (Site). This letter provides our opinion. We are providing this opinion under the authority of the Model Toxics Control Act (MTCA), Chapter 70.105D RCW.

Issue Presented and Opinion

Is further remedial action necessary to clean up contamination at the Site?

NO. Ecology has determined that no further remedial action is necessary to clean up contamination at the Site.

This opinion is dependent on the continued performance and effectiveness of the post-cleanup controls and monitoring specified below.

This opinion is based on an analysis of whether the remedial action meets the substantive requirements of MTCA, Chapter 70.105D RCW, and its implementing regulations, Chapter 173-340 WAC (collectively "substantive requirements of MTCA"). The analysis is provided below.

Description of the Site

This opinion applies only to the Site described below. The Site is defined by the nature and extent of contamination associated with the following release:

- Gasoline-range petroleum hydrocarbons into the soil and groundwater.
- Benzene, toluene, ethylbenzene and xylenes into the soil and groundwater.



Enclosure A includes a detailed description and diagram of the Site, as currently known to Ecology.

Please note a parcel of real property can be affected by multiple sites. At this time, we have no information that the parcel(s) associated with this Site are affected by other sites.

Basis for the Opinion

This opinion is based on the information contained in the following documents:

1. *Tables 2 and 3, Soil and Groundwater Analytical Results, Coleman Oil, Wenatchee, Washington, Farallon PN :1001-001, Coleman tbls.xlsx, July 22, 2010, Farallon Consulting, L.L.C.*
2. *Final Groundwater Monitoring Status Report and Request for No Further Action Determination, Coleman Oil Wenatchee Facility, 3 E. Chehalis Street, Wenatchee, Washington, January 2014, Farallon Consulting, L.L.C.*
4. *Environmental Covenant recorded for the Site on October 6, 2014 by Skip Moore, Chelan County Auditor.*

Those documents are kept at the Central Regional Office (CRO) of Ecology for review by appointment only. You can make an appointment by calling the CRO resource contact at 509-454-7658.

This opinion is void if any of the information contained in those documents is materially false or misleading.

Analysis of the Cleanup

Ecology has concluded that **no further remedial action** is necessary to clean up contamination at the Site. That conclusion is based on the following analysis:

1. **Characterization of the Site.**

Ecology has determined your characterization of the Site is sufficient to establish cleanup standards and select a cleanup action. The Site is described above and in **Enclosure A**.

2. **Establishment of cleanup standards.**

a. **Substance-specific standards.**

Ecology has determined the cleanup levels and points of compliance you established for the Site meet the substantive requirements of MTCA.

- 1) The Method A soil cleanup levels for unrestricted land uses at this Site are based on protection of groundwater for drinking water use. The Gasoline Range Organic cleanup level reflects the presence of benzene.

▪ Gasoline Range Organics	30 mg/kg
▪ Benzene	0.03 mg/kg
▪ Toluene	7 mg/kg
▪ Ethylbenzene	6 mg/kg
▪ Xylenes	9 mg/kg

The soil cleanup levels are based on the protection of groundwater; therefore, the point of compliance is established in the soils throughout the Site.

- 2) The Method A groundwater cleanup levels are based on drinking water beneficial uses. The Gasoline Range Organic cleanup level reflects the presence of benzene.

▪ Gasoline Range Organics	800 ug/L
▪ Benzene	5 ug/L
▪ Toluene	1,000 ug/L
▪ Ethylbenzene	700 ug/L
▪ Xylenes	1,000 ug/L

The point of compliance selected for groundwater is the standard point of compliance; defined as throughout the Site from the uppermost level of the saturated zone extending vertically to the lowest most depth that could potentially be affected by the Site.

- b. These soil and groundwater cleanup standards and standard points of compliance are sufficient to protect human health and the environment.

3. Selection of cleanup action.

Ecology has determined the cleanup action you selected for the Site meets the substantive requirements of MTCA.

The cleanup action selected for the site consisted of limited soil removal and monitored natural attenuation of groundwater contamination, in addition to a long-term institutional control.

4. Cleanup.

Ecology has determined the cleanup you performed meets the cleanup standards established for the Site. This determination is dependent on the continued performance and effectiveness of the post-cleanup controls and monitoring specified below.

- a. The actions performed to reduce or eliminate hazardous substances at the Site included limited soil removal and monitored natural attenuation of groundwater contamination.
- b. An institutional control in the form of an environmental covenant (**Enclosure B**) was filed with Chelan County. The covenant consists of a land use restriction. The location of the restriction is specific to that portion of the property affected by the release of gasoline-range hydrocarbons from the AST remote fill pipes as indicated in **Enclosure A** and cited in documents referenced in the text of the opinion.
- c. Compliance with Site cleanup standards within the Site was determined by the following:
 - i. At least seven non-consecutive quarters of groundwater performance monitoring.
 - ii. Confirmatory soil samples from the extent of the soil excavation.
- d. Sources of information:
 - i. Final Groundwater Monitoring Status Report and Request for No Further Action Determination, Coleman Oil Wenatchee Facility, 3 E. Chehalis Street, Wenatchee, Washington, January 2014, Farallon Consulting, L.L.C.
 - ii. Tables 2 and 3, Soil and Groundwater Analytical Results, Coleman Oil, Wenatchee, Washington, Farallon PN :1001-001, Coleman tbls.xlsx, July 22, 2010, Farallon Consulting, L.L.C.
- e. The cleanup performed has achieved cleanup standards by removing contaminated soil and cleaning up contaminated groundwater at the Site through monitored natural attenuation. Residually contaminated soil, left in-place, will be protective of human health through a land use restriction.

Post-Cleanup Controls and Monitoring

Post-cleanup controls and monitoring are remedial actions performed after the cleanup to maintain compliance with cleanup standards. This opinion is dependent on the continued performance and effectiveness of the following:

1. Compliance with institutional controls.

- a. Institutional controls prohibit or limit activities that may interfere with the integrity of

engineered controls or result in exposure to hazardous substances. The following institutional control is necessary at the Site:

- i. A land use restriction to prevent the altering or removal of the existing structures associated with residual soil contamination to prevent exposure or release of contaminants to the environment, or create a new exposure pathway, without written approval by Ecology.
- b. To implement that control, an Environmental Covenant has been recorded on the following parcel of real property in Chelan County:
 - i. Geographic Identification Parcel Number: 222011693005
- c. Ecology approved the recorded Covenant. A copy of the Covenant is included in **Enclosure B.**

Periodic Review of Post-Cleanup Conditions

Ecology will conduct periodic reviews of post-cleanup conditions at the Site to ensure that they remain protective of human health and the environment. If Ecology determines, based on a periodic review, that further remedial action is necessary at the Site, then Ecology will withdraw this opinion.

Listing of the Site

Based on this opinion, Ecology will remove the Site from our Confirmed and Suspected Contaminated Sites List.

Limitations of the Opinion

1. Opinion does not settle liability with the state.

Liable persons are strictly liable, jointly and severally, for all remedial action costs and for all natural resource damages resulting from the release or releases of hazardous substances at the Site. This opinion **does not**:

- Resolve or alter a person's liability to the state.
- Protect liable persons from contribution claims by third parties.

To settle liability with the state and obtain protection from contribution claims, a person must enter into a consent decree with Ecology under RCW 70.105D.040(4).

2. Opinion does not constitute a determination of substantial equivalence.

To recover remedial action costs from other liable persons under MTCA, one must demonstrate that the action is the substantial equivalent of an Ecology-conducted or Ecology-supervised action. This opinion does not determine whether the action you performed is substantially equivalent. Courts make that determination. *See* RCW 70.105D.080 and WAC 173-340-545.

3. State is immune from liability.

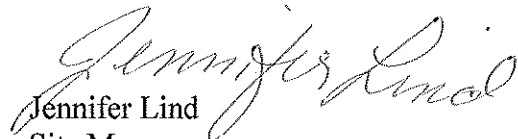
The state, Ecology, and its officers and employees are immune from all liability, and no cause of action of any nature may arise from any act or omission in providing this opinion. *See* RCW 70.105D.030(1)(i).

Termination of Agreement

Thank you for cleaning up the Site under the Voluntary Cleanup Program (VCP). This opinion terminates the VCP Agreement governing this project (# CE0328).

For more information about the VCP and the cleanup process, please visit our web site: www.ecy.wa.gov/programs/tcp/vcp/vcpmain.htm. If you have any questions about this opinion, please contact me by phone at (509) 454-7839 or e-mail at jeli461@ecy.wa.gov.

Sincerely,



Jennifer Lind
Site Manager
CRO Toxics Cleanup Program

Enclosures: A. Description and Diagrams of the Site
B. Environmental Covenant for Institutional Controls

cc: Tom Graff, Coleman Oil
Stacy Patterson, Farallon Consulting
Dolores Mitchell, VCP Financial Manager (without enclosures)

Enclosure A

SITE DESCRIPTION AND DIAGRAMS

The "Site" is that portion of the property (described below) affected by the release of gasoline-range hydrocarbons from the AST remote fill pipes as indicated in the following diagrams and cited in documents referenced in the text of the opinion.

The Coleman Oil Company Site is located approximately 200 ft. west of the Columbia River in Wenatchee, Washington.

The property is in the Northwest Quarter of Section 11, Township 22 North, and Range 20 East in Chelan County, Washington.

Legal Description of Parcel: Manufacturers Amended Block 4, lots 1-9, acres 1.2700

Chelan County Assessor Tax Parcel Geographical Identification Number: 222011693005

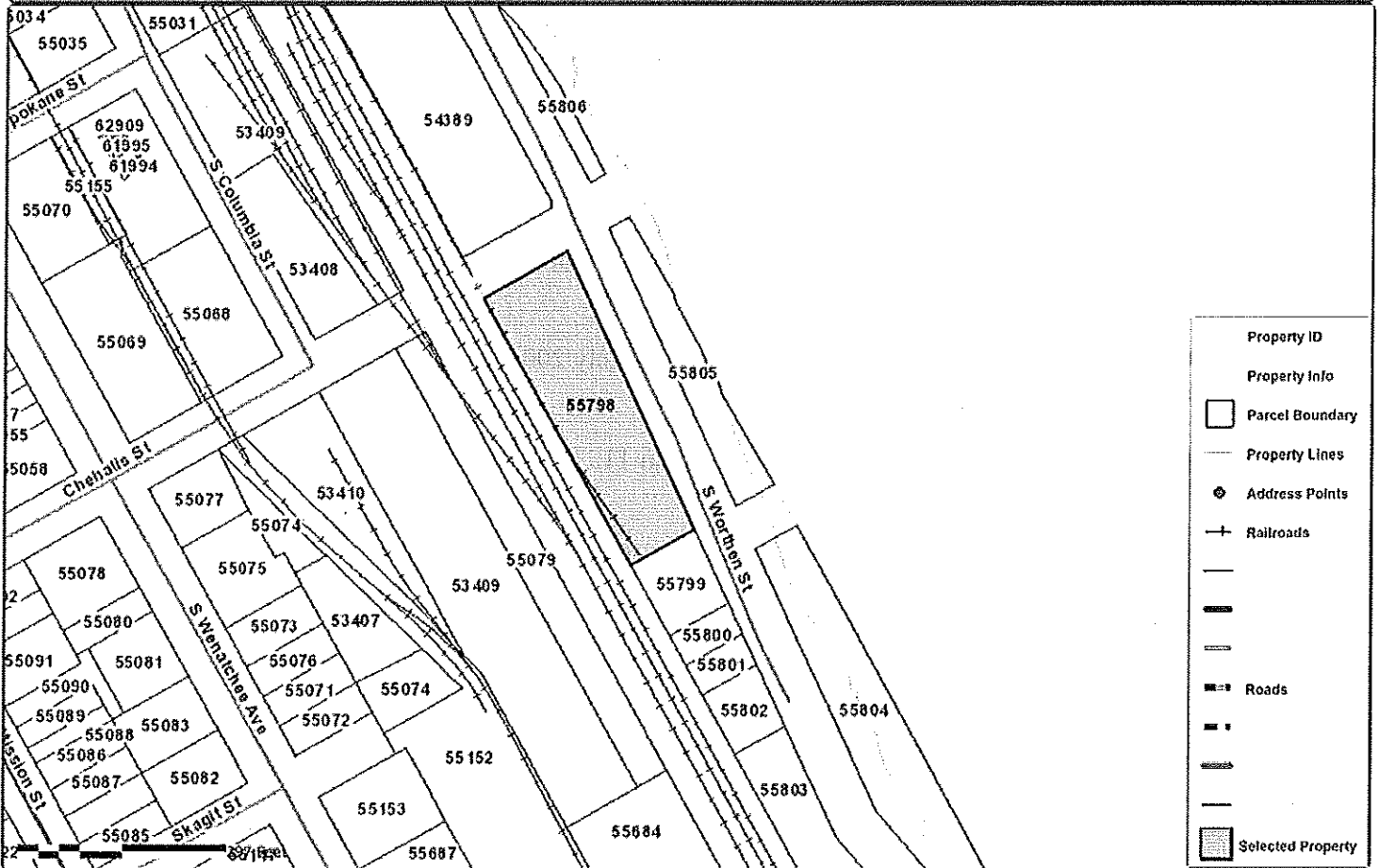
Chelan County Assessor and Treasurer-Map Property Identification Number: 55798

Chelan County Assessor Situs Address: 600 S. Worthen Street, Wenatchee, Washington

United States Post Office Mailing Address: 3 E. Chehalis St., Wenatchee, Washington

Property Owner Information: Coleman Services IV LLC
P.O. Box 1308, Lewiston, ID 83501

Chelan County Assessor & Treasurer - Map of Property ID 55798 for Year 2014



Property Details

Account

Property ID: 55798

Geo ID: 222011693005

Type: Real

Legal Description: MANUFACTURERS AMENDED BLOCK 4 LOTS 1-9 ACRES 1.2700

Location

Situs Address: 600 S WORTHEN ST WENATCHEE, WA 98801

Neighborhood: Cycle 1 Wenatchee Div 3 Com

Mapsco:

Jurisdictions: 010170,160001,644001,652001,652005,654210,671101,693041,693050

Owner

Owner Name: COLEMAN SERVICES IV LLC

Mailing Address: PO BOX 1308, LEWISTON, ID 83501

Property

Appraised Value: N/A

<http://63.135.55.83/Map/View/Map/91/55798/2014>

LEGEND

- CHAINLINK FENCE
- UNDERGROUND FUEL LINE
- UNDERGROUND NATURAL GAS LINE
- UNDERGROUND COMMUNICATION LINE
- UNDERGROUND ELECTRICAL LINE
- UNDERGROUND SANITARY SEWER LINE
- UNDERGROUND WATER LINE
- OVERHEAD POWER LINE

EXCAVATION AREA JUNE 2010

RESULTS IN MILLIGRAMS PER KILOGRAM

GR0 - TOTAL PETROLEUM HYDROCARBONS AS CASOLINE RANGE ORGANICS
 B - BENZENE
 T - TOLUENE
 E - ETHYLBENZENE
 X = TOTAL XYLENES
 < = NOT DETECTED AT OR ABOVE LABORATORY PRACTICAL QUANTITATION LIMIT SHOWN

RESULTS IN BOLD DENOTE CONCENTRATIONS EXCEED APPLICABLE CLEANUP LEVELS FOR SOIL

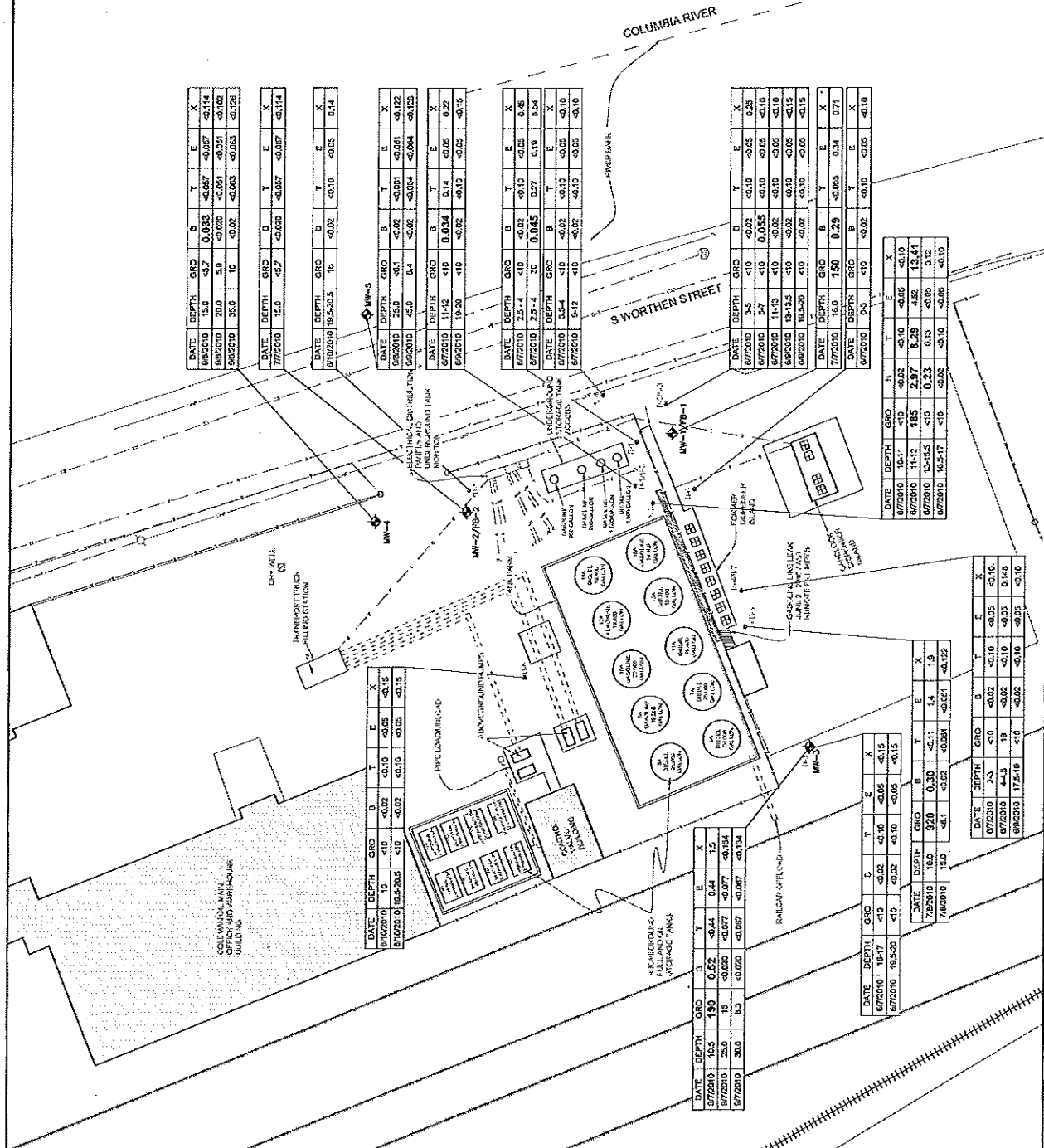
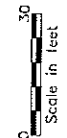
- MONITORING WELL
- SOIL BORINGS
- CATCH BASIN
- SANITARY SEWER MANHOLE
- WATER VALVE
- POWER POLE

FIGURE 2

ANALYTICAL SOIL BORING RESULTS
 COLEMAN OIL WENTACHEE
 WENATCHEE, WASHINGTON

FARALLON CONSULTING
 975 5th Avenue Northwest
 Bellingham, WA 98227

Farallon PN:1001-001
 Checked By: DEW Date: 4/2/14 Disk Reference: 1001001



DATE	DEPTH	GR0	B	T	E	X
6/6/2010	15.0	4.7	0.033	0.057	0.057	0.114
6/6/2010	20.0	5.0	0.050	0.051	0.051	0.102
6/6/2010	35.0	10	0.02	0.003	0.003	0.128

DATE	DEPTH	GR0	B	T	E	X
7/7/2010	15.0	4.7	0.020	0.057	0.057	0.114

DATE	DEPTH	GR0	B	T	E	X
6/6/2010	15.0	4.7	0.020	0.057	0.057	0.114

DATE	DEPTH	GR0	B	T	E	X
6/6/2010	15.0	4.7	0.020	0.057	0.057	0.114

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6/6/2010	15.0	4.7	0.020	0.057	0.057	0.114

DATE	DEPTH	GR0	B	T	E	X
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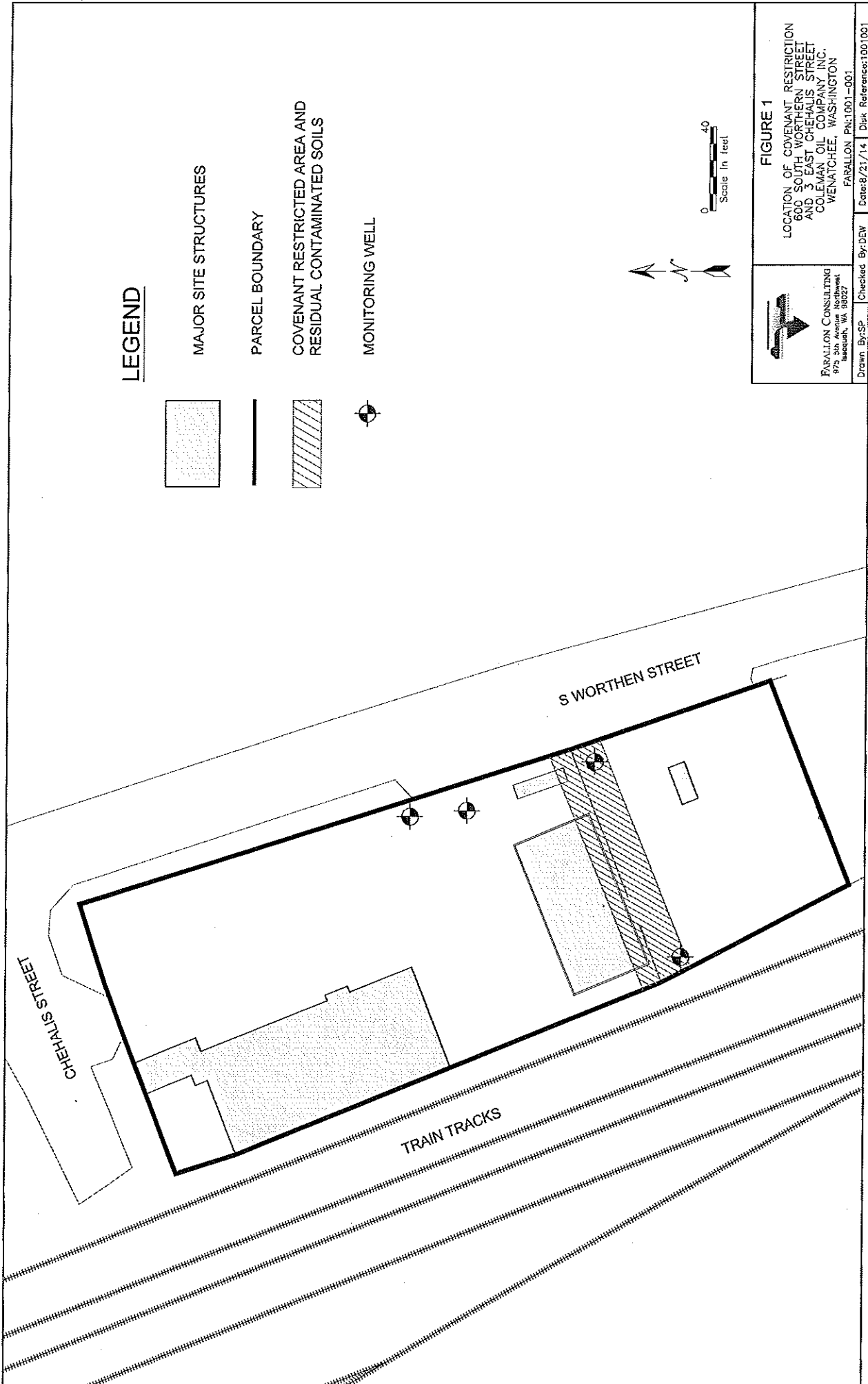
DATE	DEPTH	GR0	B	T	E	X
6/6/2010	15.0	4.7	0.020	0.057	0.057	0.114

DATE	DEPTH	GR0	B	T	E	X
6/6/2010	15.0	4.7	0.020	0.057	0.057	0.114

DATE	DEPTH	GR0	B	T	E	X
6/6/2010	15.0	4.7	0.020	0.057	0.057	0.114

DATE	DEPTH	GR0	B	T	E	X
6/6/2010	15.0	4.7	0.020	0.057	0.057	0.114

DATE	DEPTH	GR0	B	T	E	X
6/6/2010	15.0	4.7	0.020	0.057	0.057	0.114



LEGEND

- MAJOR SITE STRUCTURES
- PARCEL BOUNDARY
- COVENANT RESTRICTED AREA AND RESIDUAL CONTAMINATED SOILS
- MONITORING WELL

FIGURE 1

LOCATION OF COVENANT RESTRICTION
 600 SOUTH WORTHEN STREET
 AND 3 EAST CHEHALIS STREET
 COLEMAN OIL COMPANY, INC.
 WENATCHEE, WASHINGTON
 FARALLON PN:1001-001



FARALLON CONSULTING
 975 5th Avenue Northwest
 Issaquah, WA 98027

Drawn By: SP Checked By: DEW Date: 8/21/14 Disk Reference: 1001001

Enclosure B

ENVIRONMENTAL COVENANT FOR INSTITUTIONAL CONTROLS

Skip Moore, Auditor, Chelan County, WA.
AFN # 2407263
Recorded 03:16 PM 10/06/2014
COVEN Page: 1 of 13 \$84.00 COLEMAN
OIL

Cover Sheet

Environmental Covenant

Grantor: Coleman Services V, LLC

Grantee: State of Washington, Department of Ecology

Brief Legal Description: Manufacture Amended Block 4 Lots 1-9 Acres 1.2700

Tax Parcel Number: 222011693005

Cross Reference: 600 South Worthen Street, Wenatchee, WA 98801/ Northwest
Quarter of Section 11, Township 22 North, Range 20 East in
Chelan County, Washington

Recorded at the Request of:

Coleman Services V, LLC, 335 Mill Road, Lewiston, ID 83501

After Recording Return Original Signed Covenant to:

Jennifer Lind, Toxics Cleanup Program

Department of Ecology

Central Regional Office

15 West Yakima Avenue, Suite 200

Yakima, WA 98902-3452

After Recording Return
Original Signed Covenant to:
Jennifer Lind
Toxics Cleanup Program
Department of Ecology
Central Regional Office
15 West Yakima Avenue, Suite 200
Yakima, WA 98902-3452

Environmental Covenant

Grantor: Coleman Services V LLC
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Cross Reference: 600 South Worthen Street, Wenatchee, WA 98801/ Northwest Quarter of
Section 11, Township 22 North, Range 20 East in Chelan County,
Washington

RECITALS

- a. This document is an environmental (restrictive) covenant (hereafter "Covenant") executed pursuant to the Model Toxics Control Act ("MTCA"), chapter 70.105D 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 Coleman Oil Company 1, Facility Site No. 83844381. The Property is legally described in Exhibit A, and illustrated in Figures 1 and 2 of 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 under MTCA. This Covenant is required because residual contamination above MTCA Cleanup Levels remain in soil on the Property after completion of remedial actions. Residual contamination below MTCA Cleanup Levels (CULs) remains in groundwater on the property. Specifically, the following principle contaminants remain above MTCA CULs on the Property:

Medium	Principle Contaminants Present
Soil	Total petroleum hydrocarbons as gasoline-range organics, benzene, toluene, ethylbenzene, and xylenes.
Groundwater	Not applicable.
Surface Water/Sediment	Not applicable.

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 the Washington State Department of Ecology. Figure 1 provided in Exhibit B illustrates the location of the Environmental Covenant. Figure 2 provides the analytical soil boring results for which the Environmental Covenant is based.

e. This Covenant grants the Washington State Department of Ecology, as holder of this Covenant, certain rights specified in this Covenant. The right of the Washington State Department of Ecology as a holder is not an ownership interest under MTCA, Chapter 70.105D RCW or the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") 42 USC Chapter 103.

COVENANT

Coleman Services V LLC, as Grantor owner of the Property hereby grants to the Washington State Department of Ecology, and its successors and assignees, (hereafter "Ecology") the following covenants. Furthermore, it is the intent of the Grantor that such covenants shall 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. **Amendment to the Covenant.** Grantor must notify 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.¹ Before approving any proposal, Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal. If Ecology approves the proposal, the Covenant will be amended to reflect the change.

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:

Containment of Soil

The Grantor shall not alter or remove the existing structures associated with the residual soil contamination 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 within the Environmental Covenant illustrated on Figure 1 in Exhibit B so that access to the underlying contamination is feasible, Ecology may require treatment or removal of the underlying contaminated soil.

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 Covenant Restriction illustrated on Figure 1 in Exhibit B, including but not limited to title, easement, leases, and security or other interests, must:
 - i. Notify Ecology 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:

¹ Examples of inconsistent uses are: using the Property for a use not allowed under the covenant (for example, mixed residential and commercial use on a property that is restricted to industrial uses); OR, drilling a water supply well when use of the groundwater for water supply is prohibited by the covenant.

NOTICE: THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON _____ AND RECORDED WITH THE CHELAN 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 to Ecology.

c. **Emergencies.** For any emergency or significant change in site conditions due to Acts of Nature (for example, flood, 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 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. Any required written notice, approval, or 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.

Jim Cach or Robert S. Coleman, Jr. Coleman Services V LLC PO Box 1308 (mailing address) 355 Mill Road (physical address) Lewiston, ID 93501 Phone contact (208) 799-2000, ext 2019	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 Olympia, WA 98504 – 7600 (360) 407-6000
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As an alternative to providing written notice and change in contact information by mail, these documents may be provided electronically in an agreed upon format at the time of submittal.

Section 5. Modification or Termination.

a. 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 Chapter 64.70 RCW and Chapter 70.105D RCW and any rules promulgated under these chapters.

b. 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.²

² As time passes, the original grantor and other signers of the covenant may no longer exist as viable entities. This is intended to allow future amendments or termination of the covenant without Ecology having to seek court authorization, as provided by RCW 64.70.100.

Section 6. Enforcement and Construction.

- a. This Covenant is being freely and voluntarily granted by the Grantor.
- b. Grantor shall provide Ecology with an original signed Covenant and proof of recording within ten (10) days of execution of this Covenant.
- 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 Chapter 70.105D RCW and Chapter 64.70 RCW. 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, 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 the Model Toxics Control Act, chapter 70.105D RCW and Uniform Environmental Covenants Act, chapter 64.70 RCW.
- 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 19th day of SEPT, 2014.

COLEMAN SERVICES V LLC

[Signature]
SIGNATURE
Robert S. Coleman Jr., Manager/Member

Dated: 9/19/2014

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

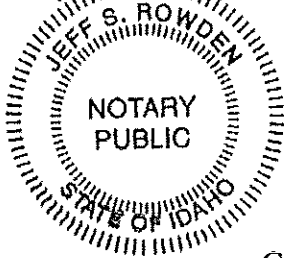
[Signature]
SECTION MANAGER SIGNATURE

Dated: 9/24/2014

GRANTOR CORPORATE ACKNOWLEDGMENT

STATE OF IDAHO
COUNTY OF NEZ PERCE

On this 19 day of September, 2014, I certify that Robert S. Coleman Jr. 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.

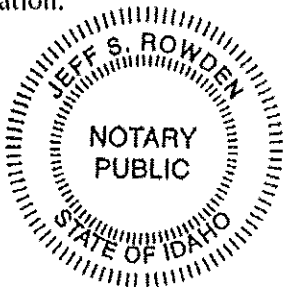


Jeff S. Rowden
Notary Public in and for the State of Idaho
Washington, residing at Lewiston.
My appointment expires 11/13/2015.

GRANTOR LLC ACKNOWLEDGMENT

STATE OF IDAHO
COUNTY OF NEZ PERCE

On this 19 day of September, 2014, I certify that Robert S. Coleman Jr. 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.



Jeff S. Rowden
Notary Public in and for the State of Idaho
Washington, residing at Lewiston.
My appointment expires 11/13/2015.

Exhibit A

LEGAL DESCRIPTION

The property is in the Northwest Quarter of Section 11, Township 22 North, Range 20 East in Chelan County, Washington.

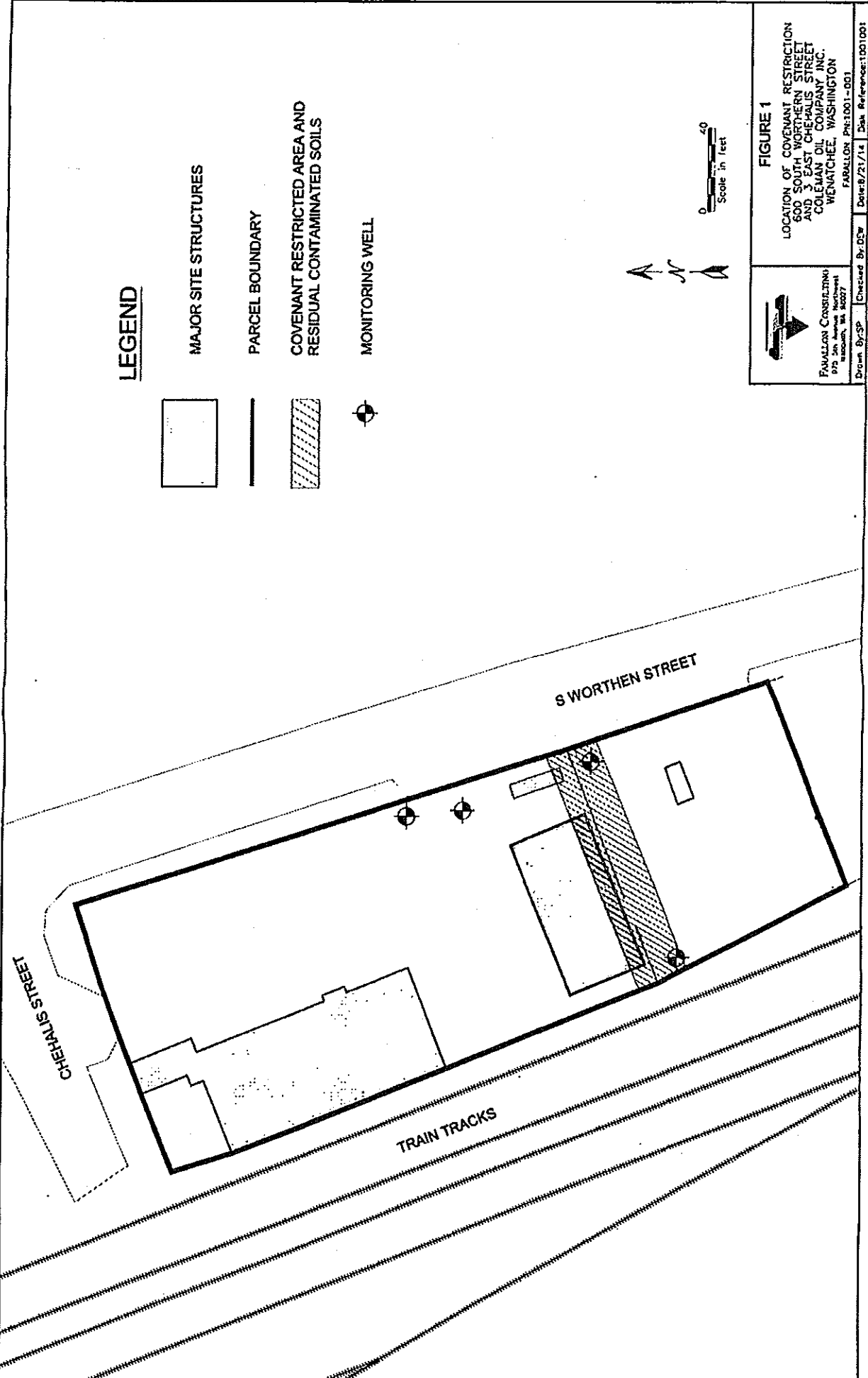
Legal Description: Manufacturers Amended Block 4 lots 1-9 acres 1.2700

Tax Parcel I.D. # Chelan County Tax Parcel Number: 222011693005

See attached Exhibit A-Chelan County Assessor and Treasurer-Map of Property ID 55798

Exhibit B

PROPERTY MAP AND LOCATIONS OF RESTRICTIONS



LEGEND

- MAJOR SITE STRUCTURES
- PARCEL BOUNDARY
- COVENANT RESTRICTED AREA AND RESIDUAL CONTAMINATED SOILS
- MONITORING WELL

FIGURE 1

LOCATION OF COVENANT RESTRICTION
 600 SOUTH WORTHEN STREET
 AND 100 WEST CHEHALIS STREET
 COLUMBIAN COMPANY, INC.
 WENATCHEE, WASHINGTON

FARALLON PR:1001-001
 Date: 8/23/14 | Draw Reference: 1001001

Drawn By: SP | Checked By: DEW

FARALLON CONSULTING
 975 2th Avenue Northwest
 Wenatchee, WA 98807

LEGEND

- CHADLOCK FENCE
- UNDERGROUND FUEL LINE
- UNDERGROUND NATURAL GAS LINE
- UNDERGROUND COMMUNICATION LINE
- UNDERGROUND ELECTRICAL LINE
- UNDERGROUND SANITARY SEWER LINE
- UNDERGROUND WATER LINE
- OVERHEAD POWER LINE
- EXCAVATION AREA JUNE 27/90

RESULTS IN MILLIGRAMS PER KILOGRAM
 CRD - TOTAL PETROLEUM HYDROCARBONS AS GASOLINE RANGE DIAROMES
 B = BENZENE
 Y = TOLUENE
 X = ETHYLBENZENE
 * = NOT DETECTED AT OR ABOVE LABORATORY PRACTICAL QUANTIFICATION LIMIT (MQLM)
 RESULTS IN SOLID DEWPOINT CONCENTRATIONS
 EXCEED APPLICABLE CLEANUP LEVELS FOR SOIL

- MONITORING WELL
- SOIL BORINGS
- CATCH BASIN
- WATER VALVE
- POWER POLE
- SEWER MANHOLE

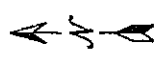


FIGURE 2
 ANALYTICAL SOIL BORING RESULTS
 COLEMAN OIL WENATCHEE
 WENATCHEE, WASHINGTON

PARALLON CONSULTING
 875 SW Adams Street
 Wenatchee, WA 98807
 Drawn By: SP | Checked By: DEW | Date: 4/2/11 | Data Reference: 1001001

