



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

4601 N Monroe Street • Spokane, Washington 99205-1295 • (509)329-3400

September 1, 2015

Robert Jackson, President
Mountain Oil Inc.
265 Snider Drive
Walla Walla, WA 99362

Re: No Further Action at the following Site:

- **Site Name:** Mountain Oil Inc Isaacs
- **Site Address:** 2285 East Isaacs Avenue, Walla Walla, Washington
- **Facility/Site No.:** 8187465
- **VCP Project No.:** EA0275

Dear Mr. Jackson:

The Washington State Department of Ecology (Ecology) received your request for an opinion on your independent cleanup of the Mountain Oil Inc Isaacs 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 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 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:



- Petroleum hydrocarbons 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 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 documents listed in **Enclosure B**. Those documents are kept in the Central Files of the Eastern Regional Office of Ecology (ERO) for review by appointment only. You can make an appointment by calling Kari Johnson at (509) 329-3415.

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 **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**.

The lateral and vertical extent of petroleum hydrocarbons in soil was defined in the reports listed above.

2. Establishment of cleanup standards.

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

For soil, the cleanup levels were established using MTCA Method A and are based on protection of groundwater. The land use is classified as unrestricted. The cleanup levels are as follows:

- Gasoline range organics: 30 mg/kg
- Benzene: 0.03 mg/kg

- Toluene: 7 mg/kg
- Ethylbenzene: 6 mg/kg
- Xylenes: 9 mg/kg

The point of compliance for soil is throughout the soils at the Site. This is the standard point of compliance.

For groundwater, the cleanup levels were established using MTCA Method A and are based on the protection of drinking water beneficial uses. The groundwater is classified as potable. The cleanup levels are as follows:

- Gasoline range organics: 800 µg/l
- Benzene: 5 µg/l
- Toluene: 1,000 µg/l
- Ethylbenzene: 700 µg/l
- Xylenes: 1,000 µg/l

For groundwater, the point of compliance is throughout the Site from the uppermost level of the saturated zone extending vertically to the lowest most depth which could potentially be affected by the Site. This is the standard point of compliance.

3. Selection of cleanup action.

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

The selected cleanup includes the following:

SOIL

- Excavation and removal of contaminated soil.
- Removal of free product.
- Installation of soil vapor extraction system.
- Institutional controls.

GROUNDWATER

- Installation of groundwater pump-and-treat system.
- Groundwater monitoring.

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 specified below.

Contaminated soil was excavated and transported off-site for disposal. Some contaminated soil remains in the area of the former UST system.

The Site is capped to prevent infiltration and mobilization of contaminated soil.

An Environmental Covenant was required because residual contamination remains on the Site after completion of remedial actions.

Post-Cleanup Controls

Post-cleanup controls 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.

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:

- Prohibition of activities that may interfere with the cleanup action or that may result in exposure of the hazardous substances at the Site.

To implement that control, an Environmental Covenant has been recorded on the following parcel of real property in Walla Walla County:

- Geo ID 360722210032.

Ecology approved the recorded Covenant. A copy of the Covenant is included in **Enclosure C**.

2. Operation and maintenance of engineered controls.

Engineered controls prevent or limit movement of, or exposure to, hazardous substances. The following engineered control is necessary at the Site:

- A cap over the impacted area.

The cap must be inspected and maintained to prevent infiltration into contaminated soil and mobilization of contaminants.

Periodic Review of Post-Cleanup Conditions

Ecology will conduct periodic reviews of post-cleanup conditions at the Site to ensure they remain protective of human health and the environment. If Ecology determines, based on a periodic review, 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 and Leaking Underground Storage Tank 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 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).

Robert Jackson, President
September 1, 2015
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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 (#EA0275).

For more information about the VCP and the cleanup process, please visit our web site: <http://www.ecy.wa.gov/programs/tcp/vcp/vcpmain.htm>. If you have any questions about this opinion or the termination of the Agreement, please contact me by phone at (509) 329-3522 or e-mail at patti.carter@ecy.wa.gov.

Sincerely,



Patti Carter
ERO Toxics Cleanup Program

PC:mr

Enclosures (3): A – Description and Diagram of the Site
 B – Basis for the Opinion: List of Documents
 C – Environmental Covenants for Institutional Controls

cc: Richard Harvey, Mountain Hi Truck and Equipment
 Mike Arnold, ERM-West
 Dolores Mitchell, VCP Financial Manager (without enclosures)

Enclosure A

Description and Diagram of the Site

Site Description

Approximately 1400 gallons of unleaded gasoline was spilled at the Site in 1993 due to overfill from a delivery truck.

Remedial actions included removal of contaminated soil, installation of soil borings and monitoring wells, free product removal, a pump-and-treat system, and soil vapor extraction.

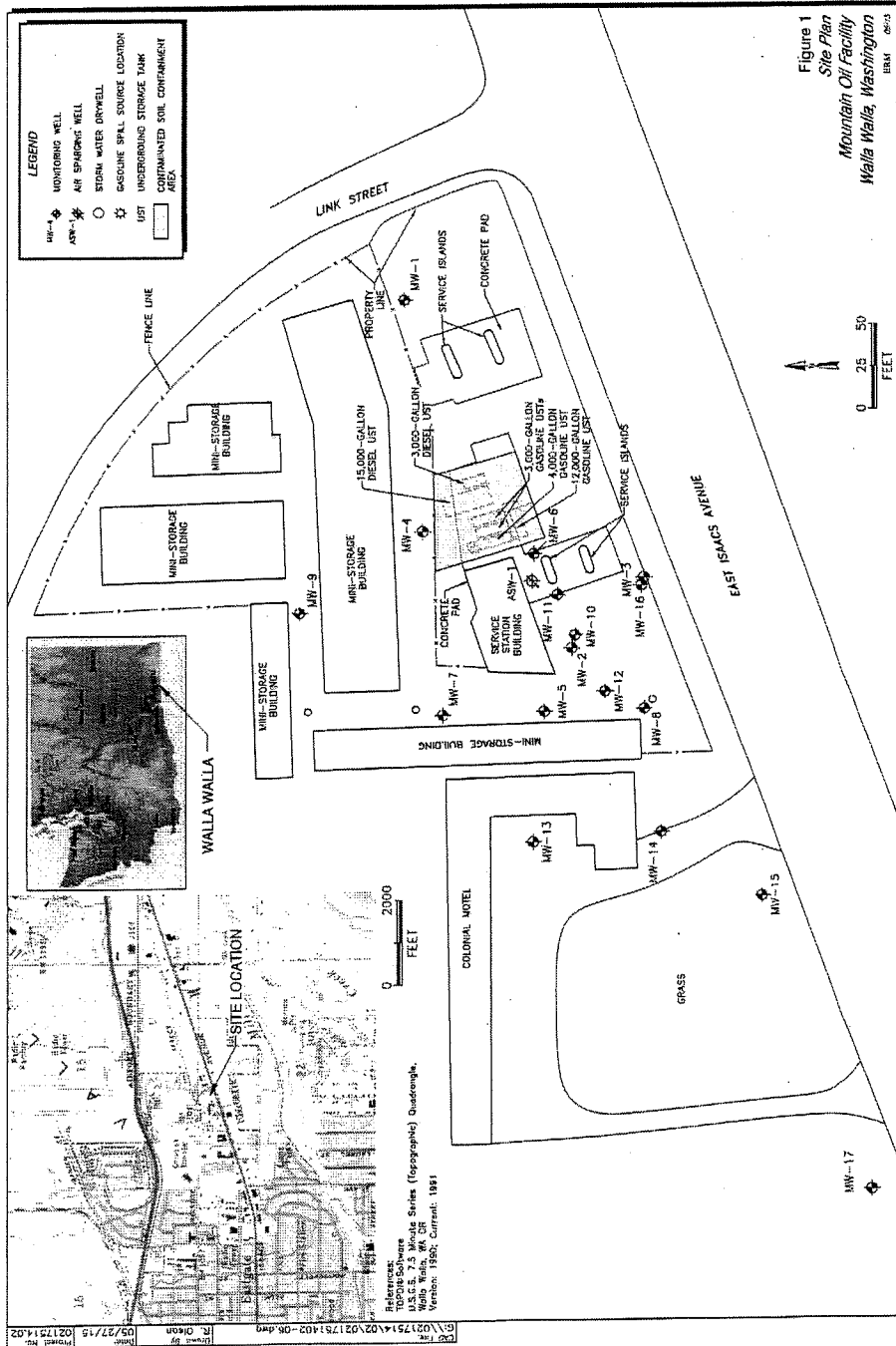
Gasoline recovery was estimated at between 1,200 and 1,500 gallons, based on soil excavation recovery, soil vapor extraction, groundwater treatment, and free product recovery.

Groundwater monitoring was conducted between 1993 and 2014. Results were below cleanup levels in 2013 and 2014.

Depth to groundwater is approximately 30 feet bgs. Site soils consist of sand and gravel with varying amounts of silt.

(Sources: Shannon Crowell, GeoEngineers, ERM)

Site Diagram



Enclosure B

Basis for the Opinion: List of Documents

1. 2 December 1993 - *Site Characterization Report*, Pacific Pride, 2285 E. Isaacs, Walla Walla, Washington by Shannon Crowell, P.E.
2. 18 February 1994 - *Report of Geoenvironmental Services, Site Characterization*, Pacific Pride Property, Walla Walla, Washington by GeoEngineers, Inc.
3. 22 June 1994 - *Progress Report Number 1, Supplemental Site Characterization Study and Interim Remedial Actions*, Pacific Pride Property, Walla Walla, Washington by GeoEngineers, Inc.
4. 29 July 1994 - *Application for Notice of Construction, Soil and Groundwater Remediation*, Mountain Oil Pacific Pride Property, 2285 East Isaacs Avenue, Walla Walla, Washington by GeoEngineers, Inc.
5. 1 December 1994 - *Progress Report Number 2, Supplemental Site Characterization Study and Interim Remedial Actions*, Pacific Pride Property, Walla Walla, Washington by GeoEngineers, Inc.
6. 3 April 1995 - *Progress Report Number 3, Remedial Action Monitoring, October 1994 to January 1995*, Pacific Pride Property, Walla Walla, Washington by GeoEngineers, Inc.
7. 31 May 1995 - *Progress Report Number 4, Remedial Action Monitoring, January 1995 to April 1995*, Pacific Pride Property, Walla Walla, Washington by GeoEngineers, Inc.
8. 8 August 1995 - *Progress Report Number 5, Remedial Action Monitoring, May 1995 to July 1995*, Pacific Pride Property, Walla Walla, Washington by GeoEngineers, Inc.
9. 7 December 1995 - *Progress Report Number 6, Remedial Action Monitoring, August 1995 to November 1995*, Pacific Pride Property, Walla Walla, Washington by GeoEngineers, Inc.
10. 26 April 1996 - *Progress Report Number 7, Remedial Action Monitoring, December 1995 to March 1996*, Pacific Pride Property, Walla Walla,

Washington by GeoEngineers, Inc.

11. 6 August 1996 - *Progress Report Number 8, Remedial Action Monitoring, April to July 1996*, Pacific Pride Property, Walla Walla, Washington by GeoEngineers, Inc.

12. 2 December 1996 - *Progress Report Number 9, Remedial Action Monitoring, August to October 1996*, Pacific Pride Property, Walla Walla, Washington by GeoEngineers, Inc.

13. 18 February 1997 - *Progress Report Number 10, Remedial Action Monitoring, November 1996 to January 1997*, Pacific Pride Property, Walla Walla, Washington by GeoEngineers, Inc.

14. 9 June 1997 - *Progress Report Number 11, Remedial Action and Groundwater Monitoring, February Through April 1997*, 2285 East Isaacs Avenue, Walla Walla, Washington by GeoEngineers, Inc.

15. 16 February 1998 - *Progress Report Number 12, Remedial Action and Groundwater Monitoring, May Through December 1997*, 2285 East Isaacs Avenue, Walla Walla, Washington by GeoEngineers, Inc.

16. 4 March 1998 - *January 1998 Groundwater Monitoring*, Mountain Oil Facility, 2285 East Isaacs Avenue, Walla Walla, Washington by ERM.

17. 26 June 1998 - *April 1998 Groundwater Monitoring*, Mountain Oil Facility, 2285 East Isaacs Avenue, Walla Walla, Washington by ERM.

18. 14 August 1998 - *July 1998 Groundwater Remediation Activities*, Mountain Oil Facility, 2285 East Isaacs Avenue, Walla Walla, Washington by ERM.

19. 19 January 1999 - *October and November 1998 Groundwater Monitoring and Site Characterization Activities*, Mountain Oil Facility, 2285 East Isaacs Avenue, Walla Walla, Washington by ERM.

20. 19 November 1999 - *1999 Groundwater Monitoring Report*, Mountain Oil Facility, 2285 East Isaacs Avenue, Walla Walla, Washington by ERM.

21. 11 May 2001 - *2000 Groundwater Monitoring Report*, Mountain Oil Facility, 2285 East Isaacs Avenue, Walla Walla, Washington by ERM.

22. 11 February 2002 - *2001 Groundwater Monitoring Report*, Mountain Oil Facility, 2285 East Isaacs Avenue, Walla Walla, Washington by ERM.

23. 21 February 2003 - *2002 Groundwater Monitoring Report*, Mountain Oil

Facility, 2285 East Isaacs Avenue, Walla Walla, Washington by ERM.

24. 30 December 2003 - *2003 Groundwater Monitoring Report*, Mountain Oil Facility, 2285 East Isaacs Avenue, Walla Walla, Washington by ERM.

25. 19 November 2004 - *2004 Groundwater Monitoring Report*, Mountain Oil Facility, 2285 East Isaacs Avenue, Walla Walla, Washington by ERM.

26. 6 December 2005 - *2005 Groundwater Monitoring Report*, Mountain Oil Facility, 2285 East Isaacs Avenue, Walla Walla, Washington by ERM.

27. 20 December 2006 – *2006 Groundwater Monitoring Report*, Mountain Oil Facility, 2285 East Isaacs Avenue, Walla Walla, Washington by ERM.

28. 16 January 2008 – *2007 Groundwater Monitoring Report*, Mountain Oil Facility, 2285 East Isaacs Avenue, Walla Walla, Washington by ERM.

29. 21 November 2008 – *2008 Groundwater Monitoring Report*, Mountain Oil Facility, 2285 East Isaacs Avenue, Walla Walla, Washington by ERM.

30. 13 November 2009 – *2009 Groundwater Monitoring Report*, Mountain Oil Facility, 2285 East Isaacs Avenue, Walla Walla, Washington by ERM.

31. 16 November 2010 – *2010 Groundwater Monitoring Report*, Mountain Oil Facility, 2285 East Isaacs Avenue, Walla Walla, Washington by ERM.

32. 16 November 2011 – *2011 Groundwater Monitoring Report*, Mountain Oil Facility, 2285 East Isaacs Avenue, Walla Walla, Washington by ERM.

33. 24 January 2013 – *2012 Groundwater Monitoring Report*, Mountain Oil Facility, 2285 East Isaacs Avenue, Walla Walla, Washington by ERM.

34. 17 December 2014 – *2013-2014 Groundwater Monitoring and Groundwater Compliance Confirmation Report*, Mountain Oil Facility, 2285 East Isaacs Avenue, Walla Walla, Washington by ERM.

Enclosure C

**Environmental Covenant
for Institutional Cont**

After Recording Return
Original Signed Covenant to:
Patti Carter
Toxics Cleanup Program
Department of Ecology
4601 N. Monroe
Spokane, WA 99205

Environmental Covenant

Grantor: CIFFA Washington General Partnership
Grantee: State of Washington, Department of Ecology
Brief Legal Description: Sec22 T7N R36E Parcel A-1 of Short Plat (Portion of Tax 46J within NE1/4 NW1/4)
Tax Parcel Nos.: Walla Walla County Property ID 27937, Geo ID 360722210032

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 Mountain Oil Inc Isaacs property (FSID 8187465). 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 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	Petroleum Hydrocarbons
Groundwater	NA
Surface Water/Sediment	NA

- 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. This includes the following documents:

1. 2 December 1993 - *Site Characterization Report*, Pacific Pride, 2285 E. Isaacs, Walla Walla, Washington by Shannon Crowell, P.E.
2. 18 February 1994 - *Report of Geoenvironmental Services, Site Characterization*, Pacific Pride Property, Walla Walla, Washington by GeoEngineers, Inc.
3. 22 June 1994 - *Progress Report Number 1, Supplemental Site Characterization Study and Interim Remedial Actions*, Pacific Pride Property, Walla Walla, Washington by GeoEngineers, Inc.
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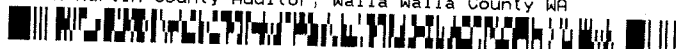


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34. 17 December 2014 – *2013-2014 Groundwater Monitoring and Groundwater Compliance Confirmation Report*, Mountain Oil Facility, 2285 East Isaacs Avenue, Walla Walla, Washington by ERM.



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

CIFFA Washington General Partnership, as Grantor and fee simple 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. 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.

a. Containment of Soil/Waste Materials.

The remedial action for the Property is based on containing contaminated soil under a cap consisting of concrete and asphaltic concrete pavement, each at least 2 inches thick, and located as illustrated in Exhibit C. The primary purpose of this cap is to minimize leaching of contaminants to groundwater and prevent runoff from contacting contaminated soil. 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.

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/illustrated in Exhibit C, 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:

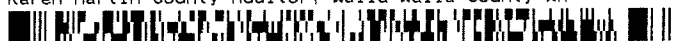
NOTICE: THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON [DATE]: 8-19-15 AND RECORDED WITH THE WALLA WALLA COUNTY AUDITOR UNDER RECORDING NUMBER [RECORDING NUMBER]: 2015-07261 CV. USES AND ACTIVITIES ON THIS PROPERTY MUST COMPLY WITH THAT

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.

Pete Kmet	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.

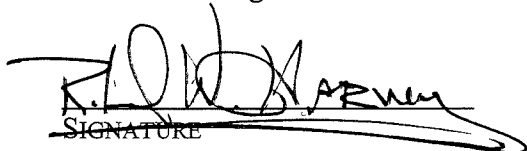
Section 6. Enforcement and Construction.

- 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 31 day of July, 2015

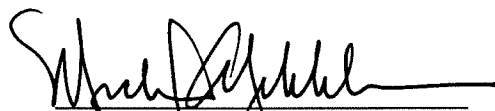
CIFFA Washington General Partnership


SIGNATURE

OWNER
TITLE

Dated: 7-31-2015

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY


Michael A. Hibbler

Section Manager, Toxics Cleanup Program
TITLE

Dated: 2 August 2015

GRANTOR CORPORATE ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF Walla Walla

On this 31 day of July, 2015, I certify that Richard W. Harvey personally appeared before me, acknowledged that he is the owner 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 was authorized to execute said instrument for said corporation.

Randal Scott Stober
Notary Public in and for the State of
Washington, residing at Walla Walla County
My appointment expires 7-31-17



Exhibit A

LEGAL DESCRIPTION

A tract of land in the northeast ¼ of the northwest ¼ of Section 22, Township 7 North, Range 36 East, Willamette Meridian, City and County of Walla Walla, Washington, being described more particularly as follows:

Commencing at the northwest corner of said northeast ¼ of the northwest ¼ of Section 22; thence S89°54'03"E along the north line of said northeast ¼ of northwest ¼ of Section 22 a distance of 601 feet; thence S00°27'18"E parallel to the west line of said northeast ¼ of northwest ¼ of Section 22 a distance of 404.09 feet to a point on the northerly right of way line of East Isaacs Avenue; thence N72°17'35"E along said north right of way line a distance of 47.11 feet to the true point of beginning for this legal description;

Thence N00°27'18"W 137.00 feet;

Thence S89°54'47"E 157.00 feet;

Thence N76°12'40"E 117.04 feet to a point on the westerly right of way line of Link Street;

Thence southeasterly along said westerly right of way line along a curve to the right having a radius of 410.80 feet, a central angle of 9°33'54", and having a length of 68.58 feet, being subtended by a chord that bears S22°29'22"E 68.58 feet;

Thence S17°42'25"E along said westerly right of way line 6.60 feet to a point on the northerly right of way line of East Isaacs Avenue;

Thence S72°17'35"W along said north right of way line 312.59 feet to the true point of beginning.

Subject to a 100.00 foot wide easement along the south and east lines of the tract described above.

Also subject to a 10-foot by 60-foot access easement as shown in the accompanying short plat.

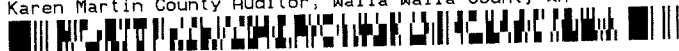


Exhibit B
PROPERTY MAP

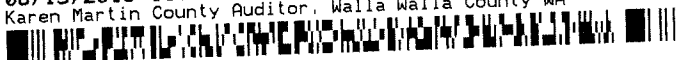
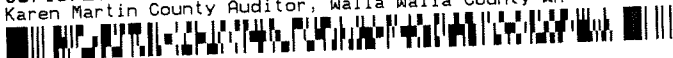
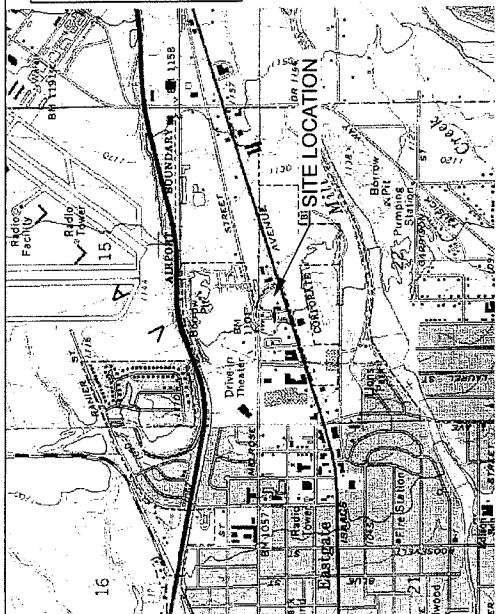


Exhibit C

MAP ILLUSTRATING LOCATION OF RESTRICTIONS





LEGEND

- MW-4 MONITORING WELL
- ASW-1 AIR SPARGING WELL
- STORM WATER DRYWELL
- GASOLINE SPILL SOURCE LOCATION
- UNDERGROUND STORAGE TANK
- CONTAMINATED SOIL CONTAINMENT AREA

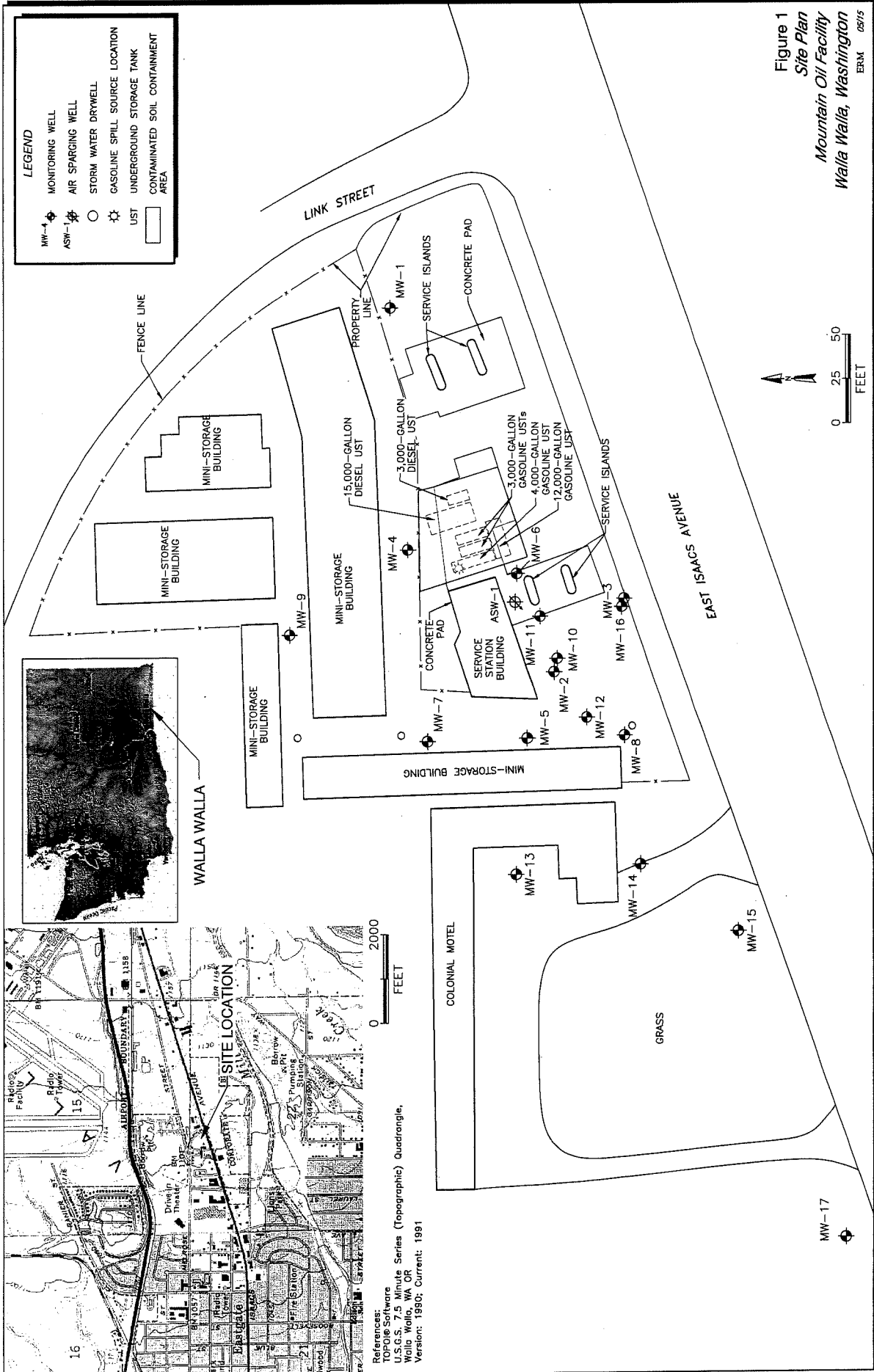


Figure 1
 Site Plan
 Mountain Oil Facility
 Walla Walla, Washington
 ERM 05/15

Exhibit D

SUBORDINATION AGREEMENT

KNOW ALL PERSONS, That CIFF A Washington GENERAL Partnership, the owner and holder of that certain ENVIRONMENTAL COVENANT (Instrument) bearing the date the 31 day of July, 2015, executed by EPA, and recorded in the office of the County Auditor of Walla Walla County, State of Washington, on the 19 August, 2015, under Auditor's File Number 2015-07261^{CV}, does hereby agree that said Instrument shall be subordinate to the interest of the State of Washington, Department of Ecology, under the environmental (restrictive) covenant dated July 31, 2015, executed by _____, and recorded in Walla Walla County, Washington under Auditor's File Number 2015-07261.CV

Dated 8-18, 2015.

NAME

[Signature] Co-OWNER

STATE OF
COUNTY OF

Washington
Walla Walla



On this 18 day of August, 2015, I certify that Robert W. Jackson 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.

Randal Scott Stober
Notary Public in and for the State of
Washington, residing at Walla Walla Co.
My appointment expires 7-31-17.