

Return Address:

Mr. Jerome Cruz
Department of Ecology
NW Regional Office
3190 160th Ave. SE
Bellevue, WA 98008



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PAGE-001 OF 016
04/13/2017 09:12
KING COUNTY, WA

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

- 1. Environmental Covenant
- 2. _____
- 3. _____
- 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

Grantor(s) Exactly as name(s) appear on document

- 1. Phillips 66 Company
- 2. _____

Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document

- 1. State of Washington Department of Ecology
- 2. _____

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Parcel A: Portion of NW Qtr NW Qtr Str 30-73-05
DAF; 2423 Lind Ave. SW, Renton, WA, King County

Additional legal is on page _____ of document.

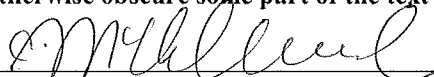
Assessor's Property Tax Parcel/Account Number

302305-9086

Assessor Tax # not yet assigned

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

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

 Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

After Recording Return
Original Signed Covenant to:
Mr. Jerome Cruz
Toxics Cleanup Program
Department of Ecology
Northwest Regional Office
3190 160th Avenue SE
Bellevue, WA 98008

Environmental Covenant

Grantor: Phillips 66 Company

Grantee: State of Washington, Department of Ecology

Brief Legal Description: PARCEL A: PORTION OF NW QTR NW QTR STR 30-23-05 DAF;
2423 Lind Ave. SW, Renton WA, King County

Tax Parcel Nos.: 302305-9086

Cross Reference: Agreed Order No. DE 11313

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 Phillips 66 Renton Terminal / Facility Site ID. #2070. 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 | BTEX, cPAHs, Naphthalenes, TPHg, TPHd & TPHo |
| Groundwater | BTEX, MTBE, Lead, cPAHs, Naphthalenes, TPHg, TPHd & TPHo |
| Surface Water/Sediment | NONE |

d. It is the purpose of this Covenant to restrict certain activities and uses of the Property to protect human health and the environment and the integrity of remedial actions conducted at the site. Records describing the extent of residual contamination and remedial actions conducted are available through the Washington State Department of Ecology. This includes the following documents:

- 2015 - *Remedial Investigation and Feasibility Study Report*, Conestoga Rovers & Associates
- 2015 – Agreed Order No. DE 11313, WA Dept of Ecology
- 2015 – *Final Cleanup Action Plan*, WA Dept of Ecology
- 2016 – *Engineering Design Report*, GHD Services, Inc.
- 2016 – *Compliance Monitoring Report*, GHD Services, Inc.

e. This Covenant grants Washington State Department of Ecology certain rights under UECA and as specified in this Covenant. As a Holder of this Covenant under UECA, Washington State Department of 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 Washington State Department of Ecology as an “agency” under UECA, other than its’ right as a holder, are not an interest in real property.

COVENANT

Phillips 66 Company, 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 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,” as that term is defined in the Agreed Order (No. DE 11313) between Grantor, Ecology, and ExxonMobil Corporation, dated September 28, 2015, 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 to counteract the remedial action on the Property that may threaten continued protection of human health or the environment without prior written approval from Ecology. This includes, but is not limited to, any activity that results in the release of residual contamination that was contained as a part of the remedial action or that exacerbates or creates a new exposure to residual contamination remaining on the Property.

c. **Continued Compliance Required.** Grantor shall not convey any interest in any portion of the Property without providing for the continued adequate and complete operation, maintenance and monitoring of remedial actions and continued compliance with this Covenant.

d. **Leases.** Grantor shall restrict any lease for any portion of the Property to uses and activities consistent with this Covenant and notify all lessees of the restrictions on the use of the Property.

e. **Preservation of Reference Monuments.** Grantor shall make a good faith effort to preserve any reference monuments and boundary markers used to define the areal extent of coverage of this Covenant. Should a monument or marker be damaged or destroyed, Grantor shall have it replaced by a licensed professional surveyor within 30 days of discovery of the damage or destruction.

Section 2. Specific Prohibitions and Requirements.

In addition to the general restrictions in Section 1 of this Covenant, the following additional specific restrictions and requirements shall apply to the Property. See attached Appendix 1 for specific details regarding the items identified below.

- a. **Land use.**
- b. **Containment of soil.**
- c. **Groundwater use.**
- d. **Monitoring**

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 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 4/13/17 AND RECORDED WITH THE KING COUNTY AUDITOR UNDER RECORDING NUMBER 20170413000090 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. **Notification procedure.** 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. 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.

| | |
|--|---|
| Richard T. Solomon Remediation Program Manager Remediation Management, HSE Phillips 66 Company 3900 Kilroy Airport Way Long Beach, Ca 90806 (562) 290-1551 | Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 Olympia, WA 98504 – 7600 (360) 407-6000 |
|--|---|

Section 5. Modification or Termination.

a. Grantor must provide written notice and obtain approval from Ecology at least sixty (60) days in advance of any proposed activity or use of the Property in a manner that is inconsistent with this Covenant. For any proposal that is inconsistent with this Covenant and permanently modifies an activity or use restriction at the site:

i. Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal; and

ii. If Ecology approves of the proposal, the Covenant must be amended to reflect the change before the activity or use can proceed.

b. If the conditions at the site requiring a Covenant have changed or no longer exist, then the Grantor may submit a request to Ecology that this Covenant be amended or terminated. Any

amendment or termination of this Covenant must follow the procedures in UECA (Chapter 64.70 RCW) and MTCA (Chapter 70.105D RCW) 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 (Chapter 70.105D RCW) and UECA (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 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 the MTCA (chapter 70.105D RCW) and UECA (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 13th day of April, 2017.

Phillips 66 Company

 *Attorney in Fact*

Jeff Tracy
Real Estate Director

Dated: 2/9/17

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY



Robert W. Warren
Section Manager, Toxics Cleanup Program
Northwest Regional Office

Dated: 3-14-17

GRANTOR CORPORATE ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

See attached

On this _____ day of _____, 20____, I certify that _____ personally appeared before me, acknowledged that **he/she** is the _____ 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.

Notary Public in and for the State of
Washington, residing at _____.
My appointment expires _____.

STATE OF OKLAHOMA §

COUNTY OF WASHINGTON §

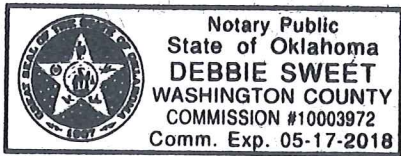
Before me, the undersigned, a Notary Public, within and for said County and State, on this day personally appeared Jeffrey Tracy, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact of Phillips 66 Company, a Delaware Corporation, and acknowledged to me that he/she subscribed the name of Phillips 66 Company thereto as principal and his own name as Attorney-in-Fact and that the said Phillips 66 Company executed said instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 9 day of February, 2017.

Debbie Sweet
Notary Public

My commission expires:

5-17-2018



STATE OF OKLAHOMA §

COUNTY OF WASHINGTON §

Exhibit A

LEGAL DESCRIPTION

PARCEL A: PORTION OF NW QTR NW QTR STR 30-23-05 DAF: BEGINNING AT NW CORNER OF SAID SECTION 30 TH S00-49-10W ALONG W LINE OF SAID SECTION 180.01 FT TO INTERSECTION WITH LINE PARALLEL WITH & 180 FT SLY MEASURED AT RIGHT ANGLE TO N LINE OF SAID SECTION 30 TH S89-52-01E PARALLEL WITH SAID N LINE 20.00 FT TO INTERSECTION WITH LINE PARALLEL TO & 20 FT ELY MEASURED AT RIGHT ANGLE TO W LINE OF SAID SECTION 30 TH S00-49-10W ALONG SAID PARALLEL LINE 554.32 FT TO TPOB TH S88-24-48E 903.21 FT TO POINT ON LINE 70 FT WLY MEASURED AT RIGHT ANGLE TO E LINE OF SAID NW QTR NW QTR TH S01-35-12W PARALLEL TO SAID E LINE 217.71 FT TO POINT OF CURVATURE OF CURVE TO RIGHT OF RADIUS 344.265 FT TH SWLY ALONG SAID CURVE 369.79 FT TO POINT FROM WHICH CENTER OF SAID CURVE BEARS N26-52-22W (S26-52-12E DEEDS) TH N88-24-48W 716.02 FT TO POINT ON LINE PARALLEL TO & 20 FT ELY MEASURED AT RIGHT ANGLE FROM W LINE OF SECTION 30 TH N00-49-10E ALONG SAID PARALLEL LINE 520.05 FT TO TPOB; EXC PORTIONS CONVEYED TO CITY OF RENTON FOR SW 27TH ST BY DEEDS UNDER RECORDING NOS 8202220325 AND 8202220327; TGW

PARCEL B: PORTION OF NW QTR NW QTR STR 30-23-05 DAF: COMMENCING AT NW CORNER OF SAID SECTION 30 TH S00-49-06W ALONG W LINE OF SAID SECTION 180.01 FT TO INTERSECTION WITH LINE PARALLEL WITH & 180 FT SLY MEASURED AT RIGHT ANGLE TO N LINE OF SAID SECTION 30 TH S89-52-05E ALONG SAID LINE 20.00 FT TO INTERSECTION WITH LINE PARALLEL WITH & 20 FT ELY MEASURED AT RIGHT ANGLE FROM SAID W LINE OF SECTION 30 TH CONTINUING S89-52-05E ALONG SAID LINE PARALLEL WITH & 180 FT SLY TO N LINE OF SEC 30 DISTANCE OF 910.93 FT TO POINT ON LINE 70 FT WLY MEASURED AT RIGHT ANGLE & PARALLEL FROM E LINE OF SAID NW QTR NW QTR SECTION 30 & TPOB TH S01-35-08W ON SAID LINE 70 FT WLY MEASURED AT RIGHT ANGLE & PARALLEL TO E LINE OF SAID NW QTR NW QTR 794.72 FT TH ALONG 344.265 FT RADIUS CURVE TO RIGHT THRU CWENTRAL ANGLE OF 60-18-32 FOR ARC DISTANCE OF 362.37 FT TO POINT ON NLY LINE OF SW 127TH ST RIGHT OF WAY TH S89-42-10E ALONG SAID NLY RIGHT OF WAY 150.02 FT TH ALONG 55.00 FT RADIUS CURVE TO LEFT THRU CENTRAL ANGLE OF 88-42-42 FOR ARC LENGTH OF 85.16 FT TO POINT ON LINE 40 FT WLY MEASURED AT RIGHT ANGLE & PARALLEL TO SAID E LINE OF NW QTR NW QTR TH N01-35-08E ALONG SAID LINE TO POINT ON SAID LINE 180 FT SLY MEASURED AT RIGHT ANGLE & PARALLEL TO N LINE OF NW QTR NW QTR SECTION 30 TH N89-52-05W ALONG SAID LINE 30.01 FT TO TPOB; EXC FOLLOWING DESCRIBED PARCEL: COMMENCING AT SAID NW CORNER OF SECTION 30 TH S00-49-06W ALONG W LINE OF SAID SECTION 180.01 FT TO INTERSECTION WITH LINE PARALLEL WITH & 180 FT SLY MEASURED AT RIGHT ANGLE TO N LINE OF SAID SECTION 30 TH S89-52-05E ALONG SAID LINE 20.00 FT TO INTERSECTION WITH LINE PARALLEL WITH & 20 FT ELY MEASURED AT RIGHT ANGLE TO SAID W LINE OF SECTION 30 & TPOB TH S89-52-05E ALONG SAID LINE PARALLEL WITH & 180 FT SLY TO N

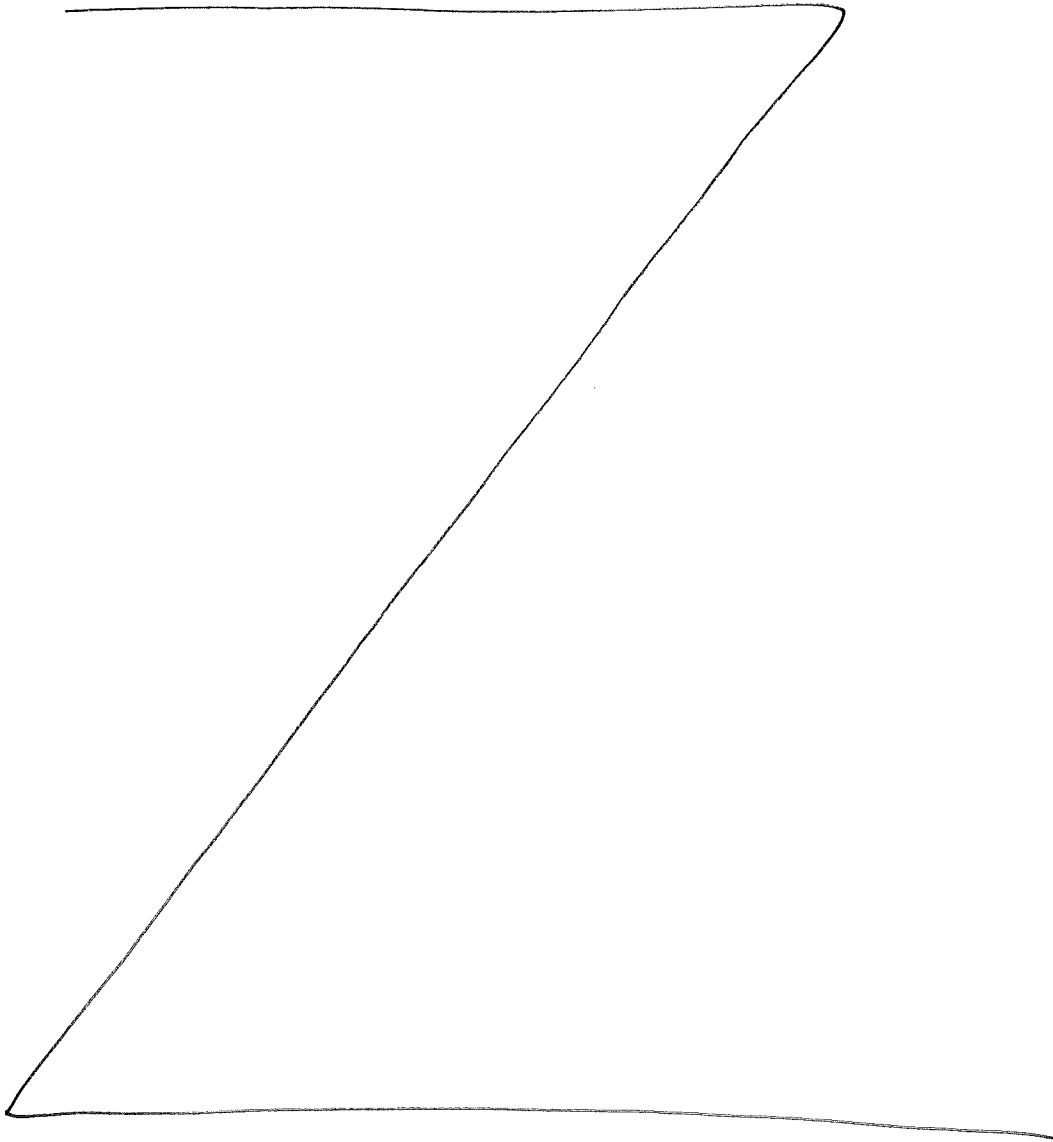
LINE OF SEC 30 DISTANCE OF 910.93 FT TO POINT ON LINE 70 FT WLY MEASURED AT RIGHT ANGLE & PARALLEL TO E LINE OF SAID NW QTR NW QTR SECTION 30 & TPOB OF HEREIN DESCRIBED PARCEL TH CONTINUING S89-52-05E ALONG SAID LINE PARALLEL WITH & 180 FT SOUTH MEASURED AT RIGHT ANGLE TO N LINE OF SECTION 30 DISTANCE OF 30.01 FT TO POINT ON LINE 40 FT WLY MEASURED AT RIGHT ANGLE & PARALLEL TO SAID E LINE OF NW QTR NW QTR SECTION 30 TH S01-35-08W ON SAID LINE PARALLEL WITH & 40 FT WLY OF E LINE OF NW QTR NW QTR SECTION 30 DISTANCE OF 577.77 FT TH N88-24-52W 30.00 FT TH N01-35-08E ON SAID LINE PARALLEL WITH & 40 FT WLY OF SAID E LINE OF NW QTR NW QTR SECTION 30 DISTANCE OF 577.01 FT TO TPOB; & EXC PORTION THEREOF CONVEYED TO CITY OF RENTON FOR SW 27TH ST RIGHT OF WAY BY DEED UNDER RECORDING NO 8202220327

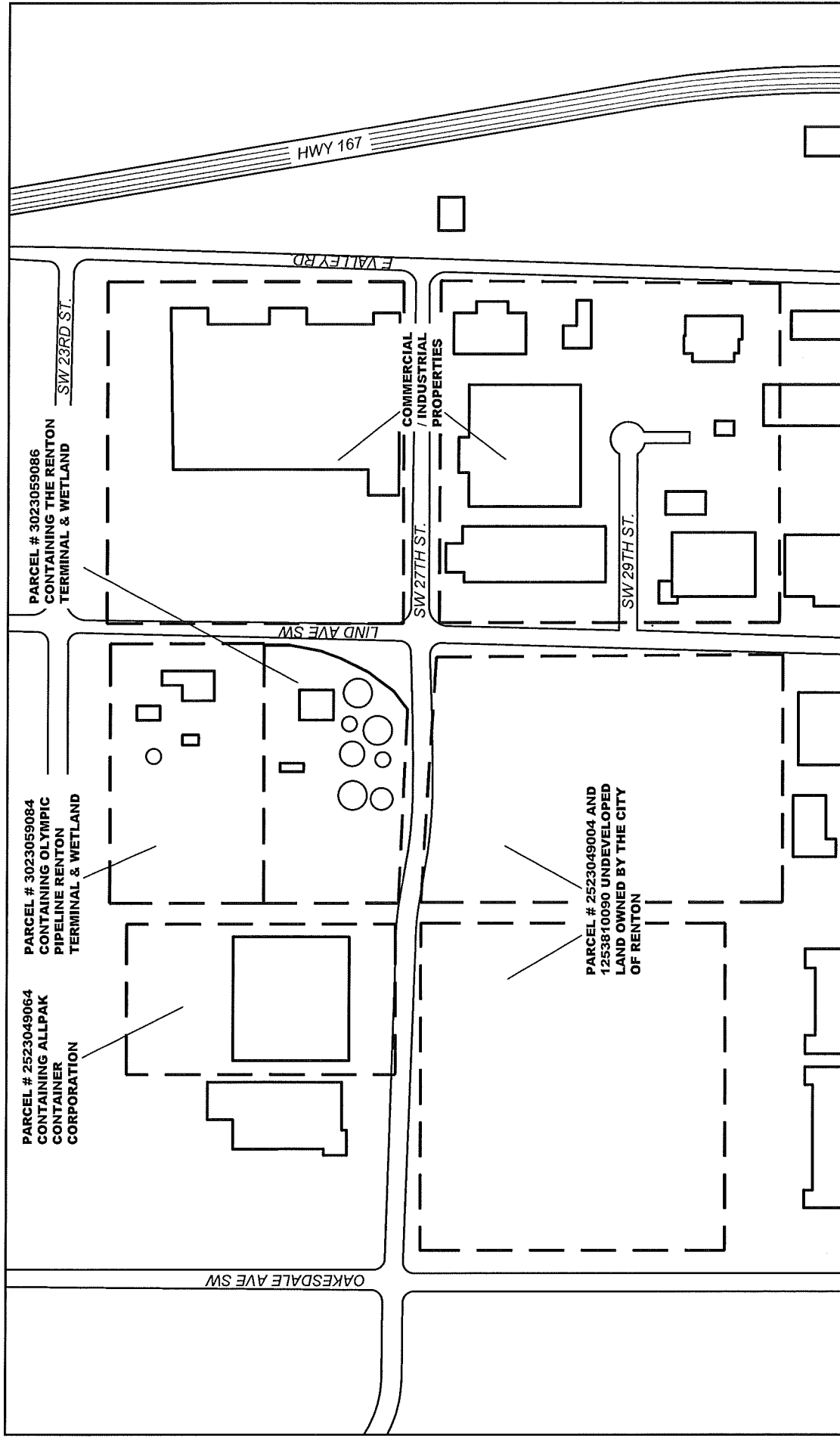
Source:

<http://blue.kingcounty.com/Assessor/eRealProperty/Dashboard.aspx?ParcelNbr=3023059086>

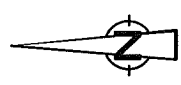
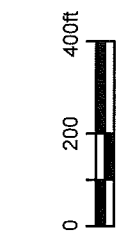
Exhibit B

PROPERTY MAP





SOURCE: STANTEC, FIGURE 2, SITE PLAN, DATED 08/26/2010. & NAIP, 2006. TEST



PHILLIPS 66 RENTON TERMINAL
2423 LIND AVENUE SW
RENTON, WASHINGTON

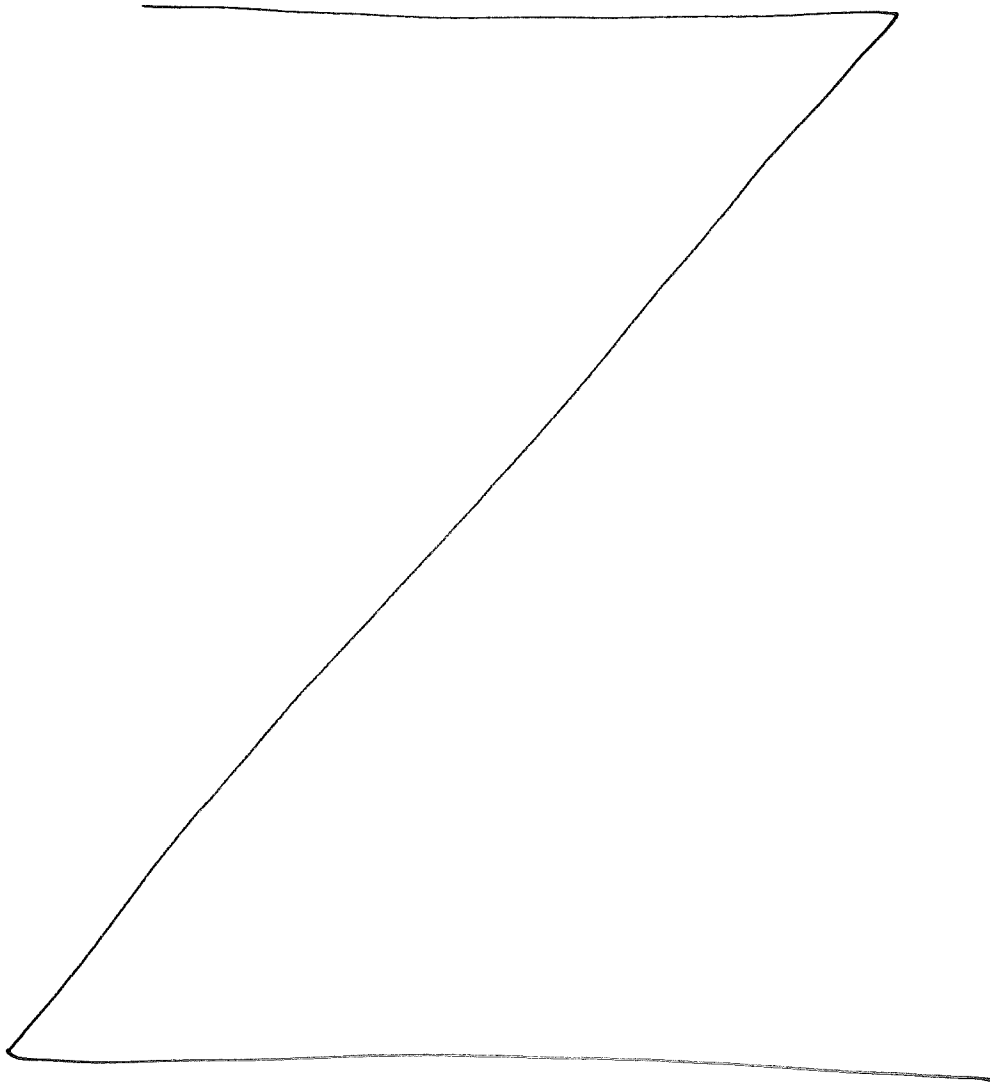
070496-5MN00
Apr 7, 2017

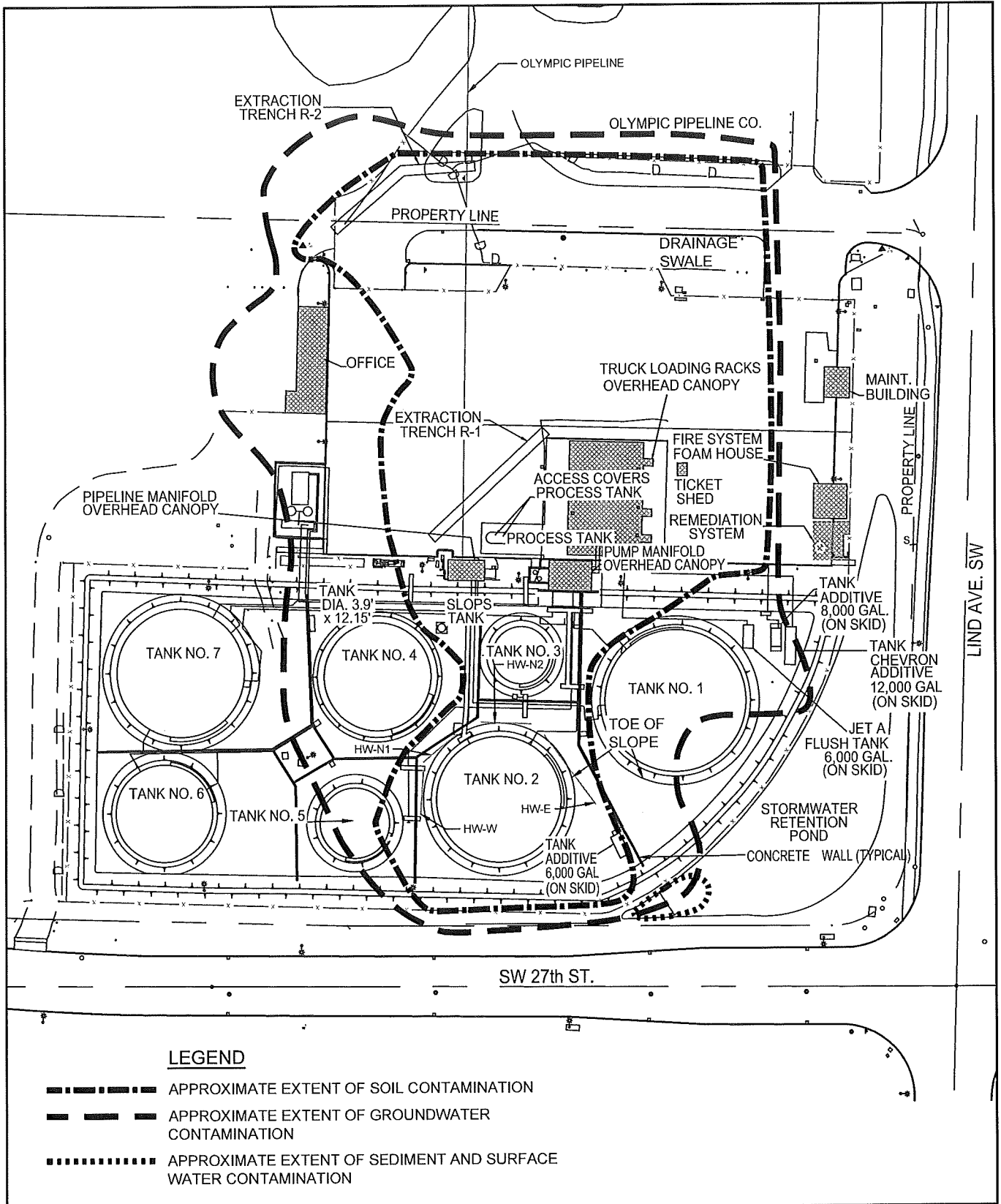
SITE LAND USE MAP

EXHIBIT B

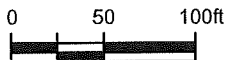
Exhibit C

MAP ILLUSTRATING LOCATION OF RESTRICTIONS





SOURCE: STATEWIDE LAND SURVEYING INC., DATED 1/26/12.



PHILLIPS 66 RENTON TERMINAL
 2423 LIND AVENUE SW
 RENTON, WASHINGTON
 SITE PLAN WITH CLEANUP
 ACTION AREAS

070496-5MN00
 Apr 10, 2017

EXHIBIT C

APPENDIX 1

SITE-SPECIFIC COVENANT PROVISIONS

a. Land Use.

Industrial 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 70.105D 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. Containment of Soil/Waste Materials.

The remedial action for the Property is based on containing contaminated soil under a cap consisting of the asphalt paved portion of the facility located inside the Site's security fence, plus other structures located both inside and outside the tank farm that are within the "approximate extent of soil contamination" boundary as located and illustrated in Exhibit C. The primary purpose of this cap is to prevent direct contact of an on-site construction worker with contaminated soil. The asphalt paved portion of the site will also help increase the efficiency of the SVE (soil vapor extraction) portion of the dual-phase remediation system in this area. 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.

The Grantor shall not alter or remove the existing structures on the Property in any manner that would expose contaminated soil, result in a release to the environment of contaminants, or create a new exposure pathway, without prior written approval of Ecology. Should the Grantor propose to remove all or a portion of the existing structures illustrated in Exhibit C so that access to the underlying contamination is feasible, Ecology may require treatment or removal of the underlying contaminated soil.

The Grantor covenants and agrees that it shall annually, or at another time as approved in writing by Ecology, inspect the cap and report within thirty (30) days of the inspection the condition of the cap and any changes to the cap that would impair its performance.

c. Groundwater Use.

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

d. Monitoring.

Several groundwater monitoring wells, groundwater extraction wells and remediation system equipment and controls are located on the Property to monitor the performance of the remedial action. The Grantor shall maintain clear access to these devices and protect them from damage. The Grantor shall report to Ecology within forty-eight (48) hours of the discovery of any damage to any monitoring device. Unless Ecology approves of an alternative plan in writing, the Grantor shall promptly repair the damage and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.