

After Recording Return to:

Department of Ecology  
Southwest Regional Office  
P.O. Box 47775  
Olympia, WA 98504-7775

### Environmental Covenant

Reference Number(s) of Related Documents: n/a

Grantor: Epic Partners, LLC, a Washington limited liability company

Grantee: State of Washington, Department of Ecology

Legal: Lots 6 to 12, inclusive, Block 2304 of the Tacoma  
Land Company's First Addition to Tacoma, W.T.

Tax Parcel No.: 2023040030

Grantor, Epic Partners, LLC, a Washington limited liability company, hereby binds Grantor, its successors and assigns to the land use restrictions identified herein and grants such other rights under this environmental covenant ( hereafter "Covenant" ) made this 20<sup>th</sup> day of February, 2008, in favor of the State of Washington Department of Ecology (Ecology). Ecology shall have full right of enforcement of the rights conveyed under this Covenant pursuant to the Model Toxics Control Act, RCW 70.105D.030(1)(g), and the Uniform Environmental Covenants Act, 2007 Wash. Laws ch. 104, sec. 12.

This Declaration of Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Epic Partners, LLC, its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology").

The City of Tacoma determined that petroleum hydrocarbons had entered the City sewer via a floor drain/sump in the floor of the subject property building basement. The source of the petroleum was determined to be cut product lines associated with an abandoned Bunker C oil underground storage tank (UST) located beneath the building basement. The UST was subsequently decommissioned in-place with control- density fill by the former

owner. Consequently, a remedial action (hereafter "Remedial Action") occurred at the property that is the subject of this Covenant. The Remedial Action conducted at the property is described in the following documents:

- *Underground Storage Tank Decommissioning and Closure In Place, 2320 Pacific Avenue South, Tacoma, Washington, February 28, 2000, Creative Environmental Technologies, Inc.*
- *CML Phase I Environmental Site Assessment, Epic Building, 2320 to 2328 Pacific Avenue South, Tacoma, Washington, December 5, 2006, The Riley Group, Inc.*
- *Preliminary Phase II Subsurface Investigation, Epic Building, 2320 to 2328 Pacific Avenue South, Tacoma, Washington, December 18, 2006, The Riley Group, Inc.*
- *Supplemental Phase II Subsurface Investigation, J. Marcel Building (Former Juneau Street Associates Property), 2320 to 2328 Pacific Avenue South, Tacoma, Washington, June 22, 2008, The Riley Group, Inc.*

These documents are on file at Ecology's Southwest Regional Office.

In addition, compliance monitoring is required as part of this environmental covenant. A compliance monitoring plan and schedule has been attached as part of this environmental covenant. See attached plan: **Groundwater Compliance Monitoring Plan, J. Marcel Building Property (Former Juneau Street Associates Property), 2320 to 2328 Pacific Avenue, Tacoma, Washington, RGI Project 2006-232c, VCP #: SW0911**

This Covenant is required because the Remedial Action resulted in residual concentrations of carcinogenic polynuclear aromatic compounds (cPAHs) which exceed the Model Toxics Control Act Method A and B Cleanup Level(s) for soil established under WAC 173-340-740.

The undersigned, Epic Partners, LLC, is the fee owner of real property (hereafter "Property") in the County of Pierce, State of Washington, that is subject to this Covenant. The Property is legally described as follows:

Lots 6 to 12, inclusive, in Block 2304 of the Tacoma Land Company's First Addition to Tacoma, W.T., according to Plat



thereof filed for record July 7, 1884 in the office of the County Auditor.

Situate in the City of Tacoma, County of Pierce, State of Washington.

Assessor's Property Tax Parcel Number: 2023040030.

Epic Partners, LLC makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, as provided by law 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 (hereafter "Owner").

~~Section 1.~~ A portion of the Property contains ePAH contaminated soil located immediately adjacent to the former closed-in-place underground storage tank beneath the building basement. The building basement is centrally located along the western Property boundary. The Owner shall not alter, modify, or remove the existing structure[s] in any manner that may result in the release or exposure to the environment of that contaminated soil or create a new exposure pathway without prior written approval from Ecology.

Section 2. Any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited.

Section 3. Any activity on the Property that may result in the release or exposure to the environment of a hazardous substance that remains on the Property as part of the Remedial Action, or create a new exposure pathway, is prohibited without prior written approval from Ecology.

Section 4. The Owner of the property must give thirty (30) day advance written notice to Ecology of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Remedial Action.

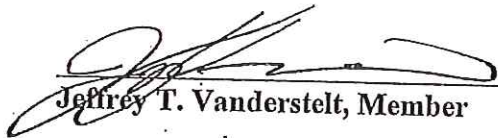
Section 5. The Owner must restrict leases to uses and activities consistent with the Covenant and notify all lessees of the restrictions on the use of the Property.

Section 6. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Covenant. Ecology may approve any inconsistent use only after public notice and comment.

Section 7. The Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Remedial Action; to take samples, to inspect remedial actions conducted at the property, to determine compliance with this Covenant, and to inspect records that are related to the Remedial Action.

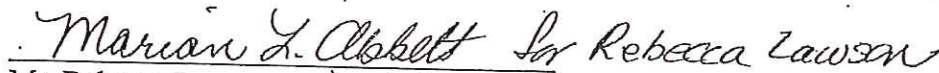
Section 8. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument may be recorded only if Ecology, after public notice and opportunity for comment, concurs.

**EPIC PARTNERS, LLC**

  
Jeffrey T. Vanderstelt, Member

Dated: 2/20/2008

**STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY**

  
Ms. Rebecca Lawson

Section Manager – Toxics Cleanup Program Southwest Regional Office

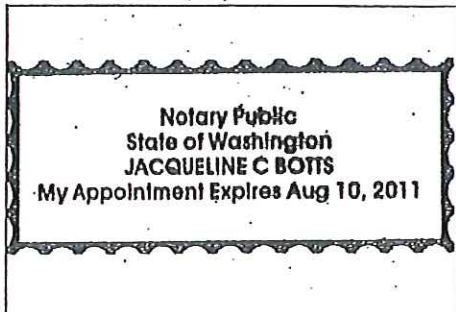
Dated: 2/19/08

**STATE OF WASHINGTON  
COUNTY OF PIERCE**

)  
) ss.  
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I certify that I know or have satisfactory evidence that Jeffrey T. Vanderstelt is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Member of EPIC PARTNERS, LLC, a Washington limited liability company, to be the free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 20 day of February; 2008.



*Notary Seal*

Jacqueline C. Botts  
Jacqueline C. Botts (Name)  
NOTARY PUBLIC in and for the State of  
Washington residing at: Tacoma, Washington  
My Commission Expires: Aug 10, 2011