

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.
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.

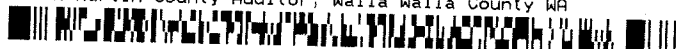


14. 9 June 1997 - *Progress Report Number 11, Remedial Action and Groundwater Monitoring, February Through April 1997*, 2285 East Isaacs Avenue, Walla Walla, Washington by GeoEngineers, Inc.
15. 16 February 1998 - *Progress Report Number 12, Remedial Action and Groundwater Monitoring, May Through December 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.



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.

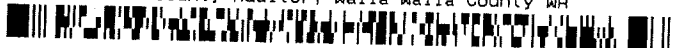
**Section 3. Access.**

- 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
-----------	---

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.

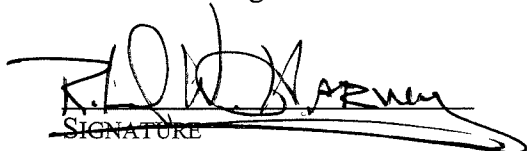
**Section 6. Enforcement and Construction.**

- 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

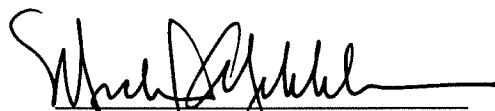
CIFFA Washington General Partnership

  
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;*

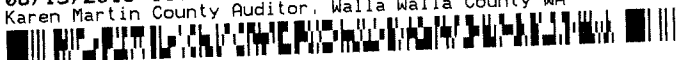
*Thence S72°17'35"W along said north right of way line 312.59 feet to the true point of beginning.*

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

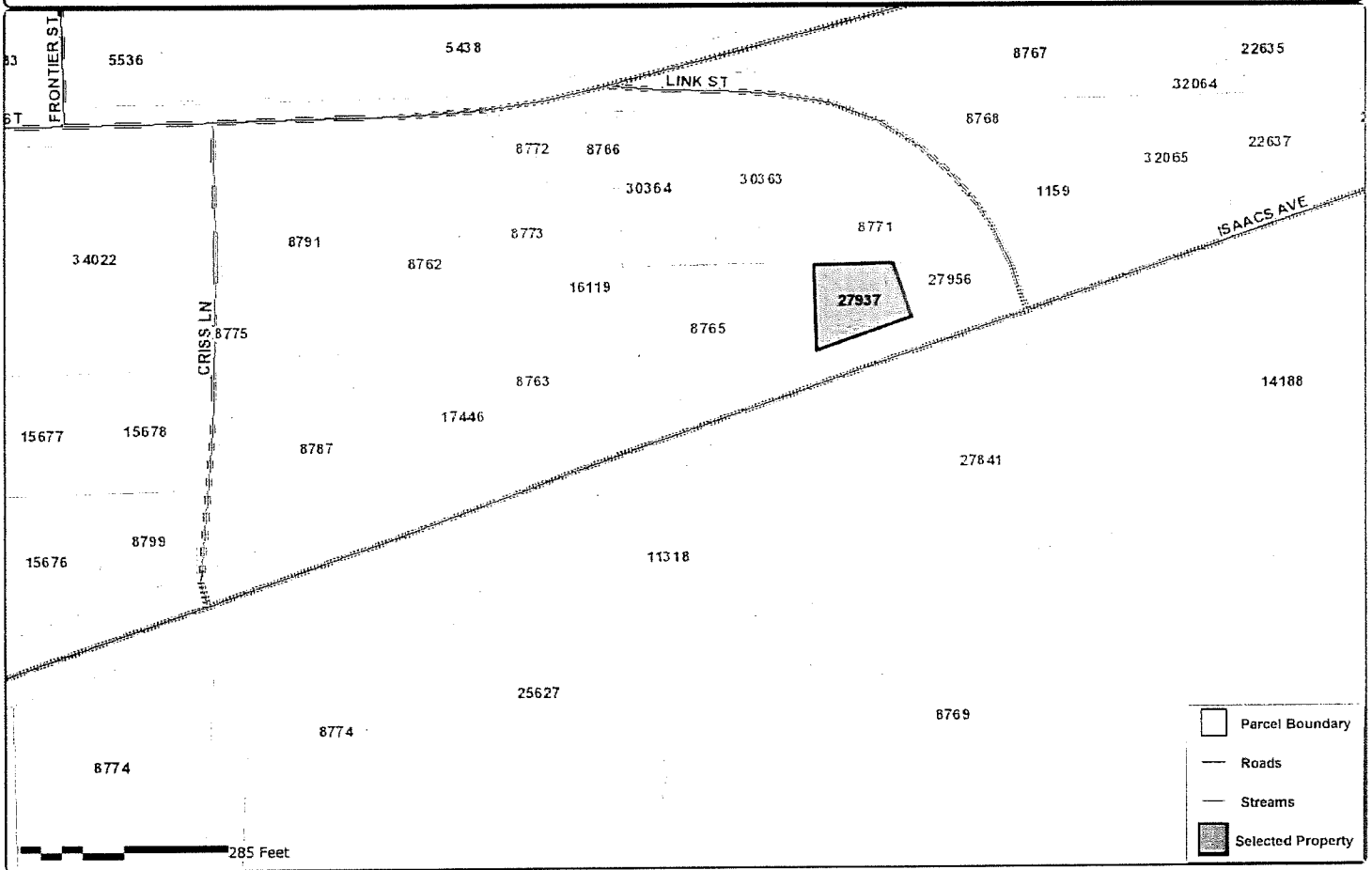
*Also subject to a 10-foot by 60-foot access easement as shown in the accompanying short plat.*



**Exhibit B**  
**PROPERTY MAP**



# Walla Walla County - Map of Property ID 27937 for Year 2015



## Property Details

### Account

Property ID: 27937  
 Geo ID: 360722210032  
 Type: Real

Legal Description: 22-7-36 PARCEL A-1 OF SHORT PLAT (PTN OF TAX 46J WITHIN NE1/4NW1/4)

### Location

Situs Address: 2285 ISAACS AVE WA 99362  
 Neighborhood: Comm A  
 Mapsco: NULL  
 Jurisdictions: NULL

### Owner

Owner Name: C I F F A WASHINGTON GENERAL PRTNSHP  
 Mailing Address: % MOUNTAIN HI TRUCK, PO BOX 165, WALLA WALLA, WA 99362

### Property

Appraised Value: \$337000

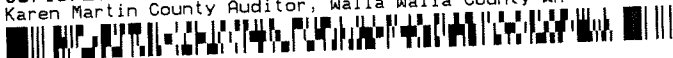
<http://propertysearch.co.walla-walla.wa.us/Map/View/Map/0/27937/2015>

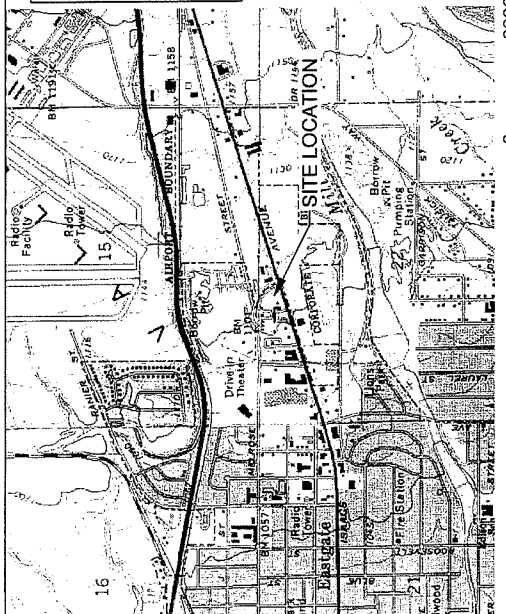


Map Disclaimer: This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Walla Walla County Assessor & Treasurer expressly disclaims any and all liability in connection herewith.

**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

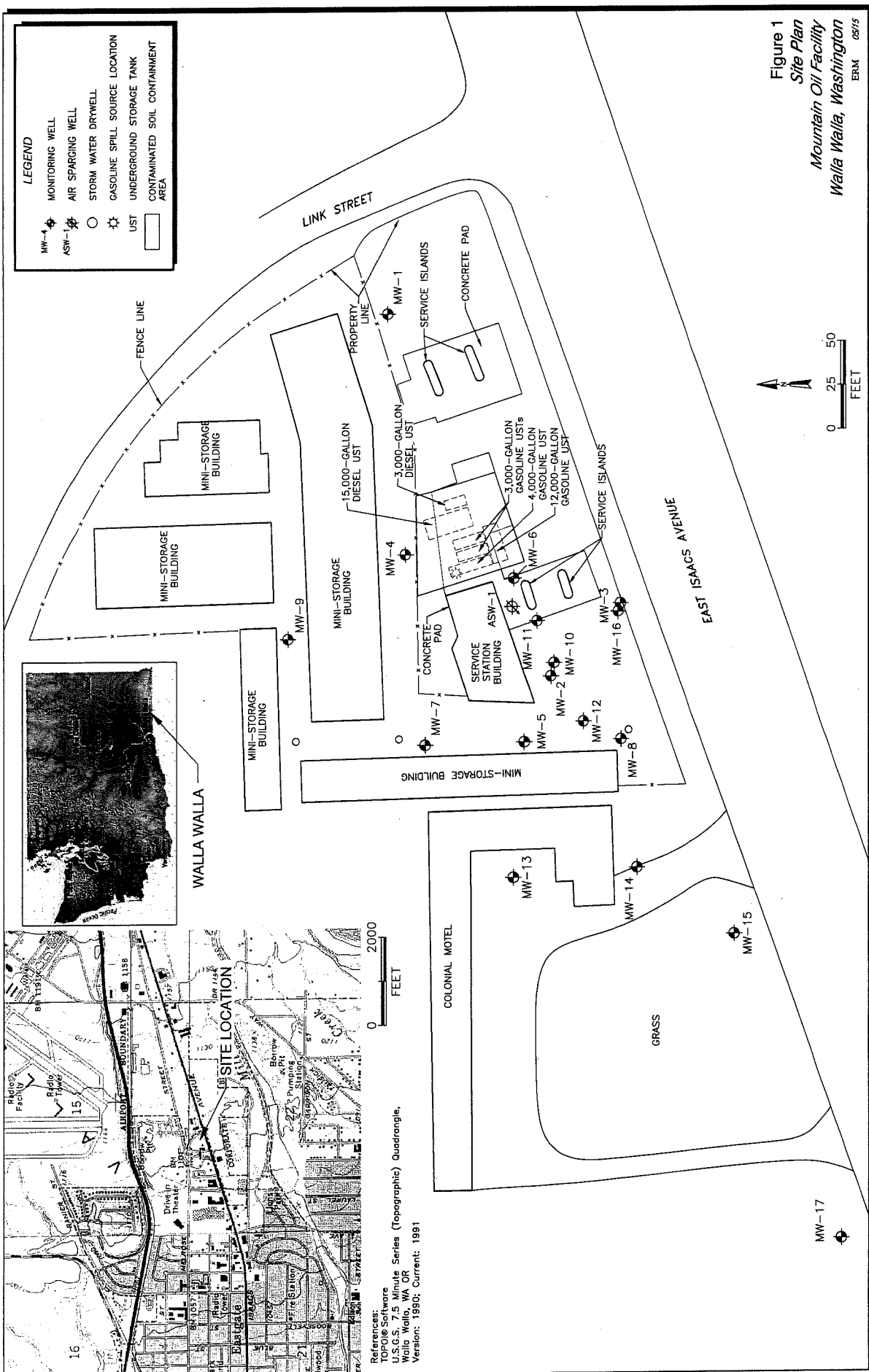


Figure 1  
 Site Plan  
 Mountain Oil Facility  
 Walla Walla, Washington  
 ERM 05/15

Exhibit D

SUBORDINATION AGREEMENT

KNOW ALL PERSONS, That Cliff 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<sup>CV</sup>, 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

Robert W. Jackson 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.

