

After Recording Return
Original Signed Covenant to:
Eugene Radcliff, L.G.
Toxics Cleanup Program
Department of Ecology
Southwest Regional Office
300 Desmond Dr SE
Lacey, WA 98503-1274

Environmental Covenant

Grantor: Evergreen Olympic Properties Inc. d/b/a The Rants Group
Grantee: State of Washington, Department of Ecology
Brief Legal Description: Lots 1 & 4 Blk 2 Sylvester's
Tax Parcel Nos.: 7850-02-00100
Cross Reference:

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 Columbia Square Properties (Facility ID 91682829). 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 principle contaminants remain on the Property:

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Thurston County Washington
DEPARTMENT OF ECOLOGY

Pages: 83



Medium	Principle Contaminants Present
Soil	Gasoline-, diesel- and lube oil-range petroleum hydrocarbons, carcinogenic polycyclic aromatic hydrocarbons (cPAHs), benzene, lead, and mercury
Groundwater	cPAHs
Surface Water/Sediment	Not applicable (N/A)

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:

"Supplemental Site Investigation Report, Former Columbia Street Manufactured Gas Plant Property, Olympia, Washington," prepared by GeoEngineers, January 29, 2010.

"Data Summary Report, Former Olympia Manufactured Gas Plant Site, Olympia, Washington," prepared by GeoEngineers, October 17, 2011.

"Revised Cleanup Action Plan, Former Columbia Street Manufactured Gas Plant Property, Olympia, Washington," prepared by GeoEngineers, July 30, 2012.

"Construction Work Plan, Former Olympia Manufactured Gas Plant Site, Olympia, Washington," prepared by GeoEngineers, September 19, 2012.

"Cleanup Action Report, Former Olympia Manufactured Gas Plant Property, Olympia, Washington," prepared by GeoEngineers, January 4, 2013.

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

Evergreen Olympic Properties Inc. d/b/a The Rants Group, as Grantor and 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. **Land use.**

There are no land use restrictions because the cleanup was conducted using MTCA cleanup levels for unrestricted land use.

b. **Containment of soil/waste materials.**

The remedial action for the Property includes containment of some contaminated soil that could not be practicably removed. The remaining contaminated soil is contained under a cap consisting of approximately 6 feet of clean imported fill. The 6-foot-thick cap is located as illustrated in Exhibit B. The primary purpose of this cap is to minimize the potential for contact with the contaminated soil. As such, the following restrictions shall apply within the area illustrated in Exhibit B:

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.

c. Groundwater use.

The groundwater beneath the Property 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 from the Property 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 are located on or adjacent to the Property to monitor the performance of the remedial action. Groundwater conditions are being monitored in accordance with the Groundwater Compliance Monitoring Plan dated October 8, 2013 and an associated Addendum #1 dated November 5, 2014 as presented in Exhibit C. The Grantor shall maintain clear access to those devices located on the Property and maintain the functional integrity of the groundwater monitoring well network and protect that network from damage or replace damaged components to maintain the intended purpose and functionality of the network. 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.

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.** Because the anticipated use may be a multi-tenant/owner use where residents will not be exposed to residual contamination, Ecology waives the requirement that Grantor provide notice to Ecology of conveyances of interests in parts of the Property illustrated in Exhibit B. However, waiver of this notice to Ecology for these transactions does not constitute waiver of this notice requirement for the entire Property nor a waiver of the requirement to provide notice in any document conveying interest in the entire Property as follows:
 - 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 AND RECORDED WITH THE THURSTON COUNTY AUDITOR. 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.

Evergreen Olympic Properties Inc. d/b/a The Rants Group Attn: Patrick Rants 724 Columbia St. NW, Suite 200 Olympia, WA 98501 Phone contact: 360 943-8060	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.

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.

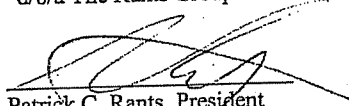
f. The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though 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.

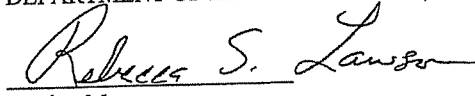
EXECUTED this 5th day of May, 2015.

Evergreen Olympic Properties Inc.
d/b/a The Rants Group


Patrick C. Rants, President

Dated: 5-5-15

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY


Section Manager

Dated: 5/28/15

GRANTOR INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

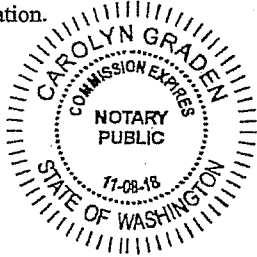
On this _____ day of _____, 20____, I certify that _____ personally appeared before me, and acknowledged that he/she is the individual described herein and who executed the within and foregoing instrument and signed the same at his/her free and voluntary act and deed for the uses and purposes therein mentioned.

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

GRANTOR CORPORATE ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF Thurston

On this 5th day of May, 2015, I certify that Patrick C. Rantz 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 was authorized to execute said instrument for said corporation.

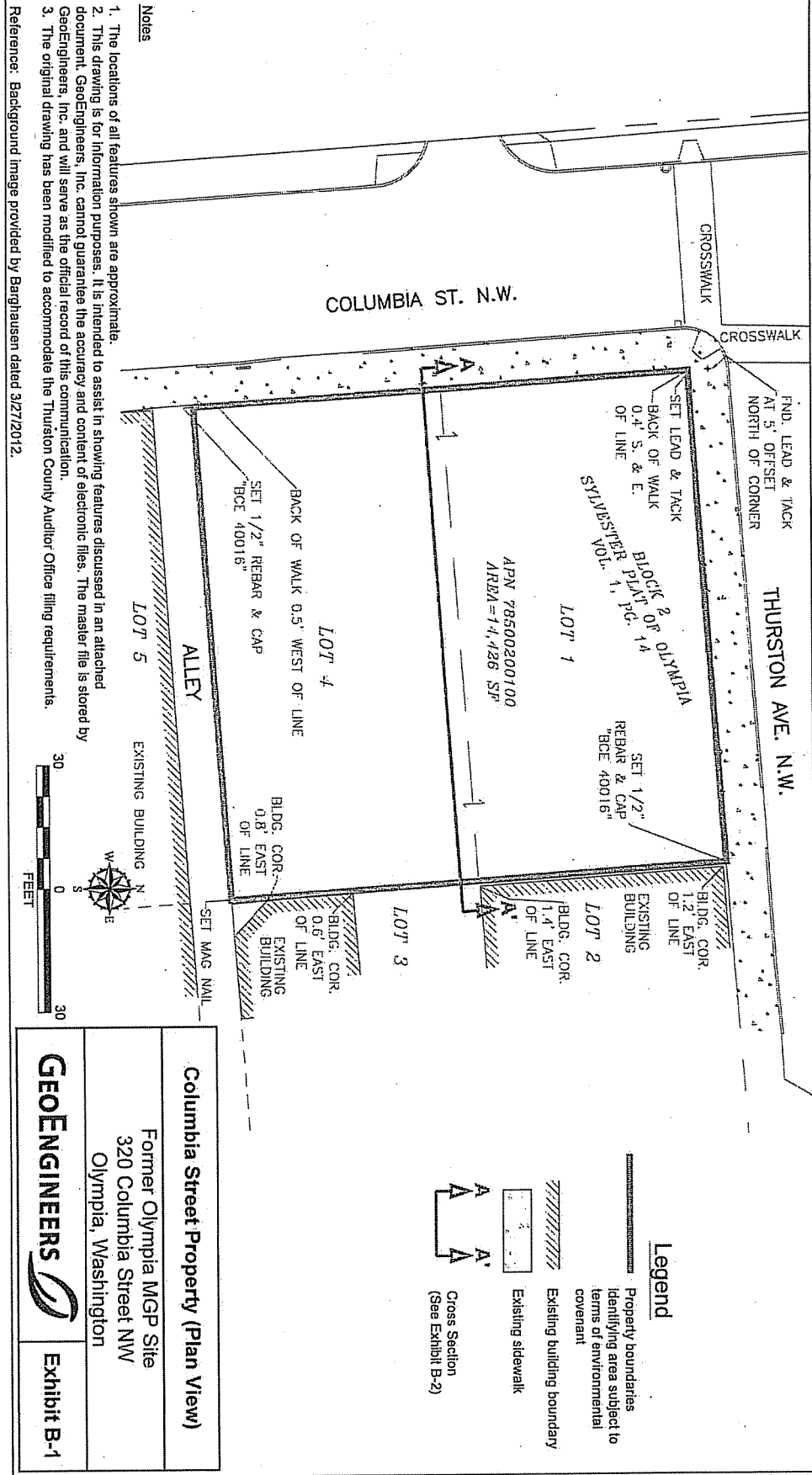


Carolyn Graden
Notary Public in and for the State of
Washington, residing at Olympia, WA.
My appointment expires 11/8/18.

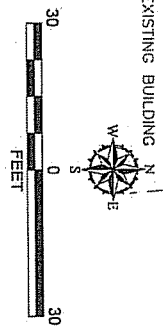
Exhibit A

LEGAL DESCRIPTION

Lots 1 and 4 in Block 2 of Sylvester Plat of Olympia, as recorded in Volume 1 of Plats, page 14.



- Notes**
1. The locations of all features shown are approximate.
 2. This drawing is for information purposes. It is intended to assist in showing features discussed in an attached document. GeoEngineers, Inc. cannot guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers, Inc. and will serve as the official record of this communication.
 3. The original drawing has been modified to accommodate the Thurston County Auditor Office filing requirements.
- Reference: Background image provided by Barghausen dated 3/27/2012.

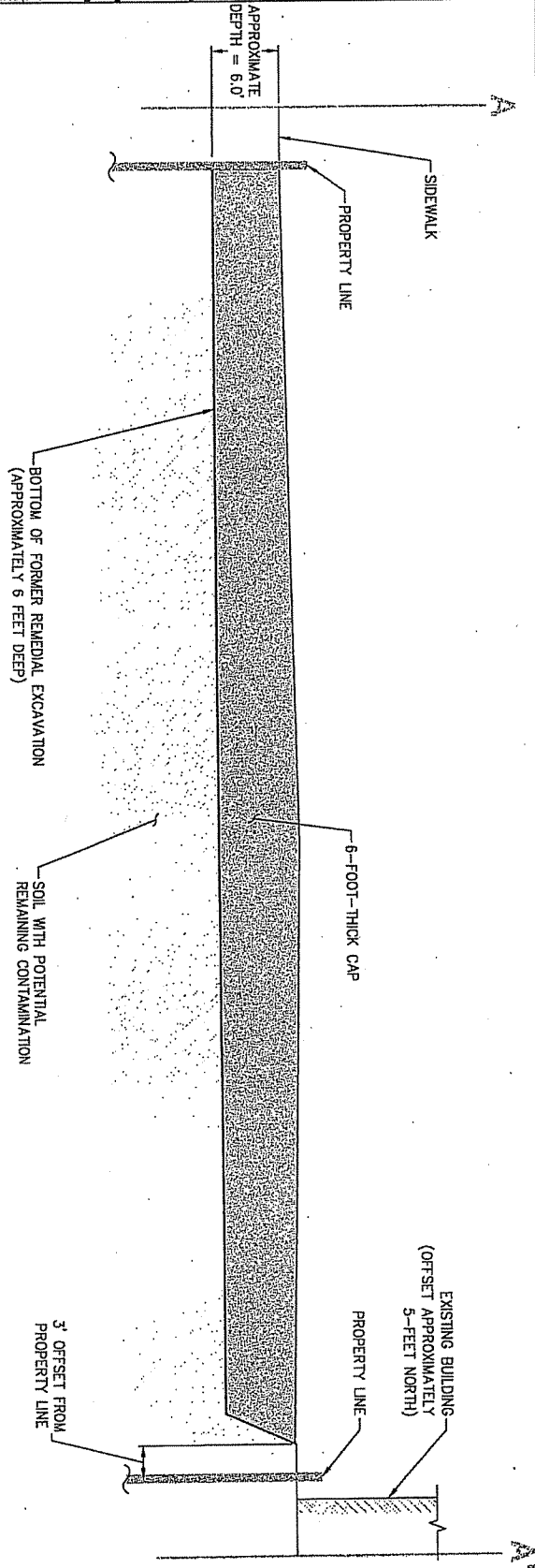


Legend

- Property boundaries
Identifying area subject to terms of environmental covenant
- Existing building boundary
- Existing sidewalk
- Cross Section
(See Exhibit B-2)

Columbia Street Property (Plan View)	
Former Olympia MGP Site 320 Columbia Street NW Olympia, Washington	
GEOENGINEERS	Exhibit B-1

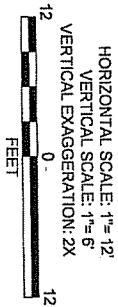
Exhibit B
PROPERTY MAP



Notes

1. The locations of all features shown are approximate.
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Reference: Data based on sketch provided by GeoEngineers staff.



Note:

1. See Exhibit B-1 for Section A-A' location.

Columbia Street Property	
Cross Section View of Cap	
Former Olympia MGP Site	
320 Columbia Street NW	
Olympia, Washington	
GEOENGINEERS	Exhibit B-2