

After Recording Return to:
Time Oil Co.
Real Estate Department
P. O. Box 24447
Seattle, WA 98124-0447



Environmental Covenant

Grantor: Time Oil Co.
Grantee: State of Washington, Department of Ecology
Legal: Tx #9982 Lot 2, Blk 10 and TX # 1992 Lot 3, Blk 10, Ephrata Orchard Homes
Tax Parcel Nos.: 14-0164-001, 14-0168-000, 14-0169-000 and 14-0166-000

Grantor, Time Oil Co., 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 21st day of September, 2007 in favor of the Grantee, 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 Grantor, its successors and assigns, and Grantee, the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology").

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 documents on file at Ecology's Eastern Regional Office.

This Covenant is required because according to the RI/FS of the property by Agra (October, 1993), concentrations of gasoline-range petroleum hydrocarbons, benzene, toluene, ethylbenzene, and total xylenes have been detected at concentrations above the MTCA Method A cleanup level in the vicinity of MW-2, MW-6, and/or MW-9.

The undersigned, Grantor, is the fee owner of real property (hereafter "Property") in the County of Grant, State of Washington, that is subject to this Covenant. The Property is

legally described on the attached Exhibit "A" and is referenced as if fully set forth herein.

Grantor 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. Any activity on the Property that may result in the release or exposure to the environment of the contaminated soil that was contained as part of the Remedial Action, or create a new exposure pathway, is prohibited without prior written approval from Ecology. Some examples of activities that are so prohibited in the capped areas include: drilling, digging, placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capability, piercing the surface with a rod, spike or similar item, bulldozing or earthwork.

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.

⁸⁶
Time Oil Co.

Dated: 5-19-07

By: H. Roger Holliday
H. Roger Holliday

Its: President

By: Raymond Stomer 9/21/09
Raymond Stomer

Its: Secretary

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

George M. Gredette

[Name of Person Acknowledging Receipt]
[Title] SECTION MANAGER

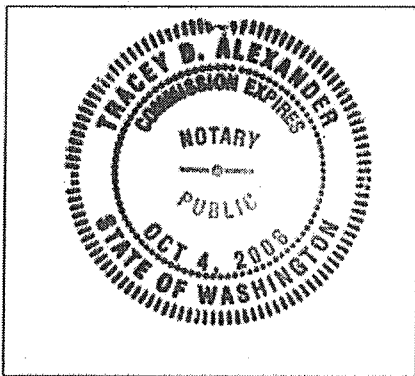
Dated: 10-01-07



STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 21 day of September, 2007 personally appeared before me H. Roger Holliday, to me known to be and upon oath did say that he is the President of Time Oil Co., and Raymond Stromer, to me known to be and upon oath did say he is the Secretary of Time Oil Co., a corporation duly organized under the laws of the State of Washington and duly authorized to do business in this state ; that said corporation executed the within and foregoing instrument , and acknowledged said Instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath did state that he was authorized to execute said instrument and that the seal affixed is the corporate seal of the said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of the board of directors of said corporation.

GIVEN under my hand and official seal this 21 day of September 2007



Tracey D Alexander
Notary Public in and for the State of Washington,
residing at Seattle, WA
My commission expires: OCT 4, 2008
Tracey D. Alexander
[Type or Print Notary Name]



Exhibit "A"

The land referred to in this commitment is described as follows:

PARCEL 1

That portion of Lot 2, Block 10, Ephrata Orchard Homes, according to the plat thereof recorded in Acreage Plats, page 11, records of Grant County, Washington, described as follows:

Beginning at the monument at the intersection of 11th Avenue S.W. and "B Street S.W. (P.S.H. #7) as shown on the plat of Wickwire Addition to Ephrata, according to the plat thereof recorded in Volume 3 of Plats, page 14; thence South 26°08'45" West along the centerline of said "B" Street S.W., 464.02 feet; thence South 63°51'15" East, following the Northwesterly projection of the Southwesterly boundary of said Lot 2, a distance of 50 feet to a point on the Easterly right of way of said "B" Street S.W. and the True Point of Beginning, thence North 26°08'45" East, following said right of way boundary, 50 feet; thence South 63°51'15" East, parallel to the Southwesterly boundary of said Lot 2, a distance of 75 feet; thence South 26°08'45" West, parallel to the said Easterly right of way, 50 feet to an intersection with the Southwesterly boundary of said Lot 2; thence North 63°51'15" West, following the Southwesterly boundary of said Lot 2, a distance of 75 feet to the True Point of Beginning.

PARCEL 2

A portion of Lot 3, Block 10, Ephrata Orchard Homes, according to the plat thereof recorded in Acreage Plats, page 11, records of Grant County, Washington, described as follows:

Commencing at the most Easterly corner of said Lot 3; thence Northwesterly along the Northeasterly boundary line of said Lot 3, a distance of 350 feet to the True Point of Beginning; thence Southwesterly parallel with the Southeasterly boundary line of said Lot 3, a distance of 90 feet; thence Northwesterly parallel with the Northeasterly boundary line of said Lot 3, a distance of 75 feet to an intersection with the Southeasterly boundary line of Primary State Highway #7 (B Street S.W.); thence Northeasterly along the said Southeasterly boundary line, a distance of 90 feet; thence Southeasterly along the Northeasterly boundary line of said Lot 3, a distance of 75 feet to the True Point of Beginning.

PARCEL 3

That portion of Lot 3, Block 10, Ephrata Orchard Homes, according to the plat thereof recorded in Acreage Plats, page 11, records of Grant County, Washington, described as follows:

Beginning at the most Easterly corner of said Lot 3; thence Northwesterly along the Northeasterly boundary line, 250 feet to the true point of beginning; thence continuing Northwesterly along the Northeasterly boundary of said Lot 3, a distance of 100 feet; thence Southwesterly parallel with the Southeasterly boundary of Lot 3, a distance of 90 feet; thence Southeasterly parallel with the Northeasterly boundary of Lot 3, a distance of 100 feet; thence Northeasterly parallel to the Southeasterly boundary of Lot 3, a distance of 90 feet to the true point of beginning.

PARCEL 4

That portion of Lot 3, Block 10, Ephrata Orchard Homes, according to the plat thereof recorded in Acreage Plats, page 11, records of Grant County, Washington, described as follows.

1224783 10/12/2007 10:49 AM COV
Page 5 of 6 R 45.00 Grant Co., WA
TIME OIL CO



Commitment No. 208189

SCHEDULE A CONTINUED
(Continued)

Beginning at the most Easterly corner of said Lot 3; thence Northwesterly along the Northeasterly boundary line, a distance of 210 feet to the true point of beginning; thence continuing Northwesterly along the Northeasterly boundary of said Lot 3, a distance of 40 feet; thence Southwesterly parallel to the Southeasterly boundary of Lot 3, a distance of 90 feet; thence Southeasterly parallel to the Northeasterly boundary of Lot 3, a distance of 40 feet; thence Northeasterly parallel to the Southeasterly boundary of Lot 3, a distance of 90 feet to the true point of beginning.

**LINES IN ORIGINAL
DOCUMENT**

1224783 10/12/2007 10:49 AM COV
Page 6 of 8 R 45.00 Grant Co, WA
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