

First Periodic Review

Coleman Oil Company 1 3 East Chehalis Street Wenatchee, Washington 98841

> Facility Site ID: 83844381 Cleanup Site ID: 11391

> > Completed by:

Washington State Department of Ecology Central Regional Office Toxics Cleanup Program

February 2021

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1.0 INTRODUCTION

This document is the Washington State Department of Ecology's (Ecology) first periodic review of post-cleanup site conditions to assure that human health and the environment are being protected at the Coleman Oil Company 1 site (Site). Cleanup at this Site was implemented under the Model Toxics Control Act (MTCA), Chapter 173-340 Washington Administrative Code (WAC). This periodic review evaluate the period from 2014 through 2020.

Cleanup actions at this Site were completed through the Voluntary Cleanup Program (VCP). The cleanup actions resulted in residual concentrations of petroleum hydrocarbons (TPH) in soil that exceed MTCA Method A cleanup levels established under WAC 173-340-740(2). As a result of residual contamination, institutional controls were required for the Site to be eligible for a No Further Action (NFA) determination. WAC 173-340-420(2) requires Ecology conduct a periodic review of a site every five years under the following conditions:

- (a) Whenever the department conducts a cleanup action
- (b) Whenever the department approves a cleanup action under an order, agreed order or consent decree
- (c) Or, as resources permit, whenever the department issues a no further action opinion
- (d) And one of the following conditions exists:
 - 1. Institutional controls or financial assurance are required as part of the cleanup
 - 2. Where the cleanup level is based on a practical quantitation limit
 - 3. Where, in the department's judgment, modifications to the default equations or assumptions using site-specific information would significantly increase the concentration of hazardous substances remaining at the site after cleanup or the uncertainty in the ecological evaluation or the reliability of the cleanup action is such that additional review is necessary to assure long-term protection of human health and the environment.

When evaluating whether human health and the environment are being protected, the factors the department shall consider include [WAC 173-340-420(4)]:

- (a) The effectiveness of ongoing or completed cleanup actions;
- (b) New scientific information for individual hazardous substances of mixtures present at the Site:
- (c) New applicable state and federal laws for hazardous substances present at the Site;
- (d) Current and projected Site use;
- (e) Availability and practicability of higher preference technologies; and
- (f) The availability of improved analytical techniques to evaluate compliance with cleanup levels.

Ecology shall publish a notice of all periodic reviews in the Site Register and provide an opportunity for public comment.

2.0 SUMMARY OF SITE CONDITIONS

2.1 Site History

The Coleman Oil Company 1 property is located in the City of Wenatchee in Benton County, Washington. The Site is located at 3 East Chehalis Street in Wenatchee.

The Site is currently operated as a card lock fueling facility owned by Coleman Oil Company. The card lock fueling is located adjacent to a bulk fuel facility which has recently been decommissioned. The decommissioned bulk fuel facility is also a cleanup site, currently being addressed under an Agree Order and is referred to as the "Coleman Oil Biodiesel Spill Site".

A release of gasoline was discovered at the Site in 2010, based on review of fuel inventory records for an aboveground storage tank (AST). Gasoline was observed on the ground surface near the card lock fueling. The surface release was reportedly limited to an unpaved strip located between the bulk fuel tank containment area to the south and the dispenser island to the north.

A limited excavation was conducted in 2010 for the contaminated soil, however, removal of all of the contaminated soil was not possible due to the existing site infrastructure in the area. Monitoring wells were installed in 2010 and groundwater sampling events continued through 2013.

An Environmental Covenant was recorded for the Site in 2014 and a No Further Action (NFA) determination was issued by Ecology on March 13, 2015. Further groundwater investigations were conducted in the area under Remedial Investigation for the Coleman Oil Biodiesel Spill Site in 2018-2019. A vicinity map is provided in Appendix 6.1 and a Site plan is provided in Appendix 6.2.

2.2 Cleanup Levels and Point of Compliance

WAC 173-340-704 states that MTCA Method A may be used to establish cleanup levels at sites that have few hazardous substances, are undergoing a routine cleanup action, and where numerical standards are available for all indicator hazardous substances in the media for which the Method A cleanup level is being used.

MTCA Method A cleanup levels for unrestricted land use were determined to be appropriate for contaminants at this Site. The cleanup actions conducted at the Site were determined to be 'routine', few hazardous substances were found at the Site, and numerical standards were available in the MTCA Method A table for each hazardous substance.

The extent of the Site includes the area containing soil and/or groundwater that have been impacted by the release of petroleum hydrocarbons at the Site. The point of compliance for

soil is defined as the area affected by petroleum hydrocarbons released from the Site into soil at concentrations above MTCA Method A cleanup levels, regardless of depth, to protect groundwater.

For groundwater, the point of compliance is the point where the groundwater cleanup levels must be attained for a Site to be in compliance with the cleanup standards. The groundwater standard point of compliance is established throughout the Site form the uppermost levels of the saturated zone extending vertically to the lowest most depth which could potentially be affected by the Site.

The extent of the Site includes the area containing soil and/or groundwater that have been impacted by the release of petroleum hydrocarbons from the Coleman Oil Company 1 Site.

2.3 Site Investigations and Remedial Activities

Approximately 6 cubic yards of gasoline contaminated soil were excavated and disposed offsite in 2010. Remaining contaminated soil could not be accessed in the vicinity of the AST containment area.

Five monitoring wells were installed in 2010 and sampled between 2010 and 2012. Over the course of 10 to 12 monitoring rounds, all contaminants were below cleanup levels in at least the last seven consecutive monitoring rounds.

The Coleman Oil Biodiesel Spill site Remedial Investigation (RI) included sampling of the monitoring wells in the vicinity of the card lock facility. In addition, at two locations (MW-1 and MW-3), monitoring wells with shallower screened intervals were installed in 2018. The monitoring wells in this area were sampled during up to six rounds between 2018 and 2019. During these rounds, cleanup levels for benzene in MW-1S were exceeded during the first two rounds, but was below detection limits during the subsequent four rounds. Similarly, diesel and heavy oil were found in MW-1 above the Method A cleanup during the first two rounds, but were below cleanup levels in subsequent rounds. Based on these results, the status of the Coleman Oil Company 1 site is unchanged.

2.4 Institutional Controls

It was determined that the Site would be eligible for a no further action (NFA) determination if institutional controls were implemented in the form of a restrictive covenant. A restrictive covenant was recorded for the Site in 2014 and Ecology issued a NFA determination shortly thereafter. The restrictive covenant contained the following limitations:

1. A portion of the property contains petroleum-contaminated soil at a depth of approximately 11-13 feet in the central northeast portion of the site, which is the paved area for entering the parking lot where monitoring well MW-1 is located. 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 any possible contaminated soil or create a new exposure pathway without prior written approval from Ecology.
- 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.
- 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.
- 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.
- 5. The Owner must restrict leases to uses and activities consistent with the Restrictive Covenant and notify all lessees of the restrictions on the use of the Property.
- 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 Restrictive Covenant. Ecology may approve any inconsistent use only after public notice and comment.
- 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, and to inspect records that are related to the Remedial Action.
- 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.

The restrictive covenant is available as Appendix 6.4.

3.0 PERIODIC REVIEW

3.1 Effectiveness of completed cleanup actions

3.1.1 Direct Soil Contact

Based upon the Site visit conducted on February 2, 2021, the Site continues to operate as a card lock fueling facility. The adjacent bulk fuel facility has been demolished except for aboveground tanks which no longer contain fuel but are in part used for an onsite remediation system for the Coleman Oil Biodiesel Spill Site.

The card lock fueling facility is in an area with asphalt surface that appears to be in relatively good condition. The area where the spill occurred and was excavated in 2010 is behind a chain link fence and is covered with a concrete surface which appears to be in good condition. The aboveground storage tanks (ASTs) are within a concrete containment area. The AST containment area and concrete pad continue to eliminate direct contact exposure pathways (ingestion, contact) to any contaminated soils that remain in this area. A photo log is available as Appendix 6.5.

3.1.2 Institutional Controls

Following the UST removals and remedial actions, it was determined that the Site would be eligible for a No Further Action (NFA) determination if institutional controls were implemented in the form of a restrictive covenant. A restrictive covenant was recorded for the Site in 2014 and remains active. This restrictive covenant prohibits activities that will result in the release of contaminants contained as part of the cleanup without Ecology's approval, and prohibits any use of the property that is inconsistent with the Covenant. This restrictive covenant serves to ensure the long-term integrity of the cap. There is no evidence that another instrument has been recorded that would limit the applicability or effectiveness of the environmental covenant.

3.2 New scientific information for individual hazardous substances for mixtures present at the Site

There is no new scientific information for the petroleum contaminants related to the Site.

3.3 New applicable state and federal laws for hazardous substances present at the Site

There are no new relevant laws that have been implemented since the NFA determination was issued in 2014 that impact decisions made at this Site.

3.4 Current and projected Site use

The Site is currently used for commercial purposes. There have been no changes in current or projected future Site or resource uses.

3.5 Availability and practicability of higher preference technologies

The remedy implemented included containment of hazardous substances, and it continues to be protective of human health and the environment. While higher preference cleanup technologies may be available, they are still not practicable at this Site.

3.6 Availability of improved analytical techniques to evaluate compliance with cleanup levels

The analytical methods used at the time of the remedial action were capable of detection below MTCA Method A cleanup levels. The presence of improved analytical techniques would not affect decisions or recommendations made for the Site.

4.0 CONCLUSIONS

- The cleanup actions completed at the Site appear to be protective of human health and the environment.
- Soil cleanup levels have not been met at the Site; however, the cleanup action is determined to comply with cleanup standards under WAC 173-340-740(6)(f), since the long-term integrity of the containment system is ensured and the requirements for containment technologies have been met.
- The covenant for the property is in place and will be effective in protecting public health and the environment from exposure to hazardous substances and protecting the integrity of the cleanup action.
- If the existing containment features are removed, Ecology may require that remaining contaminated soils beneath the Site must be remediated.

Based on this periodic review, Ecology has determined the restrictions in the environmental covenant are being observed. No additional remedial actions are required by the property owner. It is the property owner's responsibility to continue to inspect the Site to assure that the integrity of the Site surface is maintained.

4.1 Next Review

The next review for the Site will be scheduled five years from the date of this periodic review. In the event that additional cleanup actions or institutional controls are required, the next periodic review will be scheduled five years from the completion of those activities.

5.0 REFERENCES

Farallon Consulting, LLC. Final Groundwater Monitoring Status Report and Request for No Further Action Determination, Coleman Oil Wenatchee Facility. January 2014.

Ecology. Restrictive Covenant. October 6, 2014.

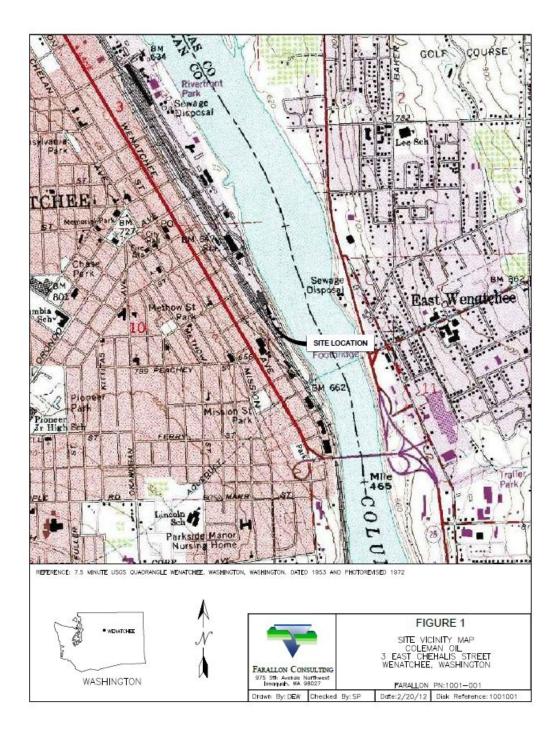
Ecology. No Further Action Determination Letter. March 13, 2015.

Hydrocon, LLC. *Groundwater Monitoring Report, September 2020, Coleman Oil Company Facility*. September 23, 2020.

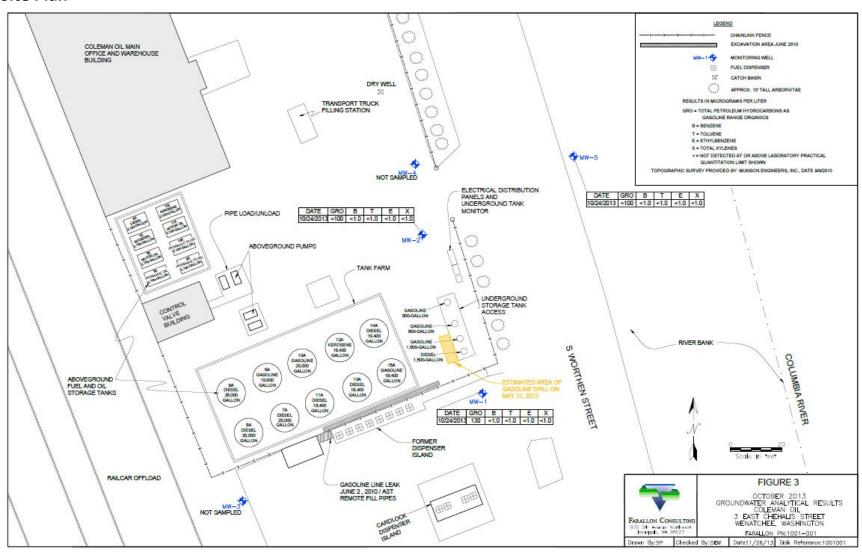
Ecology. Site Visit. February 2, 2021.

6.0 APPENDICES

6.1 Vicinity Map



6.2 Site Plan



6.3 Environmental Covenant

Skip Moore, Auditor, Chelan County, WA. AFN # 2407263 Recorded 03:16 PM 10/06/2014 COVEN Page: 1 of 13 \$84.00 COLEMAN OIL

Cover Sheet

Environmental Covenant

Grantor: Coleman Services V, LLC

Grantee: State of Washington, Department of Ecology

Brief Legal Description: Manufacture Amended Block 4 Lots 1-9 Acres 1.2700

Tax Parcel Number: 222011693005

Cross Reference: 600 South Worthen Street, Wenatchee, WA 98801/ Northwest

Quarter of Section 11, Township 22 North, Range 20 East in

Chelan County, Washington

Recorded at the Request of: Coleman Services V, LLC, 335 Mill Road, Lewiston, ID 83501

After Recording Return Original Signed Covenant to: Jennifer Lind, Toxics Cleanup Program Department of Ecology Central Regional Office 15 West Yakima Avenue, Suite 200 Yakima, WA 98902-3452 After Recording Return
Original Signed Covenant to:
Jennifer Lind
Toxics Cleanup Program
Department of Ecology
Central Regional Office
15 West Yakima Avenue, Suite 200
Yakima, WA 98902-3452

Environmental Covenant

Grantor: Coleman Services V LLC

Grantee: State of Washington, Department of Ecology

Brief Legal Description: Manufacture Amended Block 4 Lots 1-9 Acres 1.2700

Tax Parcel Nos.: 222011693005

Cross Reference: 600 South Worthen Street, Wenatchee, WA 98801/ Northwest Quarter of

Section 11, Township 22 North, Range 20 East in Chelan County,

Washington

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 Coleman Oil Company 1, Facility Site No. 83844381. The Property is legally described in Exhibit A, and illustrated in Figures 1 and 2 of 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 above MTCA Cleanup Levels remain in soil on the Property after completion of remedial actions. Residual contamination below MTCA Cleanup Levels (CULs) remains in groundwater on the property. Specifically, the following principle contaminants remain above MTCA CULs on the Property:

Medium	Principle Contaminants Present			
Soil	Total petroleum hydrocarbons as gasoline-range organics, benzene, toluene, ethylbenzene, and xylenes.			
Groundwater	Not applicable.			
Surface Water/Sediment	Not applicable.			

- 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. Figure 1 provided in Exhibit B illustrates the location of the Environmental Covenant. Figure 2 provides the analytical soil boring results for which the Environmental Covenant is based.
- 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

Coleman Services V LLC, as Grantor 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:

Containment of Soil

The Grantor shall not alter or remove the existing structures associated with the residual soil contamination 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 within the Environmental Covenant illustrated on Figure 1 in Exhibit B so that access to the underlying contamination is feasible, Ecology may require treatment or removal of the underlying contaminated soil.

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 Covenant Restriction illustrated on Figure 1 in Exhibit B, 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:

¹ Examples of inconsistent uses are: using the Property for a use not allowed under the covenant (for example, mixed residential and commercial use on a property that is restricted to industrial uses); OR, drilling a water supply well when use of the groundwater for water supply is prohibited by the covenant.

NOTICE: THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON _____ AND RECORDED WITH THE CHELAN COUNTY AUDITOR UNDER RECORDING NUMBER _____. 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.

Jim Cach or Robert S. Coleman, Jr.	Environmental Covenants Coordinator
Coleman Services V LLC	Washington State Department of Ecology
PO Box 1308 (mailing address)	Toxics Cleanup Program
355 Mill Road (physical address)	P.O. Box 47600
Lewiston, ID 93501	Olympia, WA 98504 – 7600
Phone contact (208) 799-2000, ext 2019	(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. ²

² As time passes, the original grantor and other signers of the covenant may no longer exist as viable entities. This is intended to allow future amendments or termination of the covenant without Ecology having to seek court authorization, as provided by RCW 64.70.100.

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 19th day of 50th , 2014.

COLEMAN SERVICES V LLC

SIGNATURE Dated: 9/19/2014
Robert S. Coleman Jr., Manager/Member

STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

Dated: 1/24/2011

GRANTOR CORPORATE ACKNOWLEDGMENT

STATE OF IDAHO COUNTY OF NEZ PERCE	
personally appeared before me, and acknow and who executed the within and foregoing voluntary actually deed for the uses and purp NOTARY PUBLIC	Notary Public in and for the State of Washington, residing at Lewiston. My appointment expires 11/13/2015.
of the corporation that executed the within a by free and voluntary act and deed of sa	ed that he/she is the

Exhibit A

LEGAL DESCRIPTION

The property is in the Northwest Quarter of Section 11, Township 22 North, Range 20 East in Chelan County, Washington.

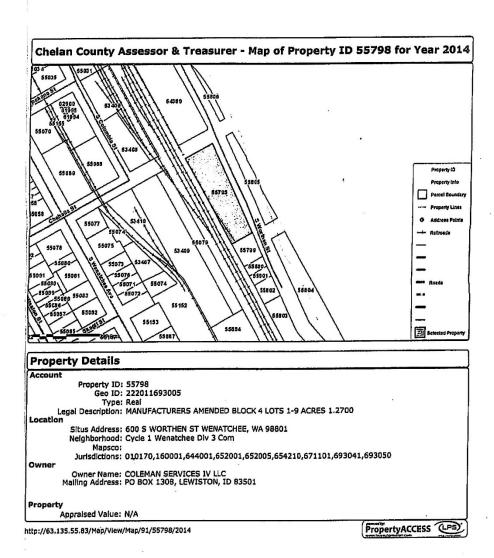
Legal Description: Manufacturers Amended Block 4 lots 1-9 acres 1.2700

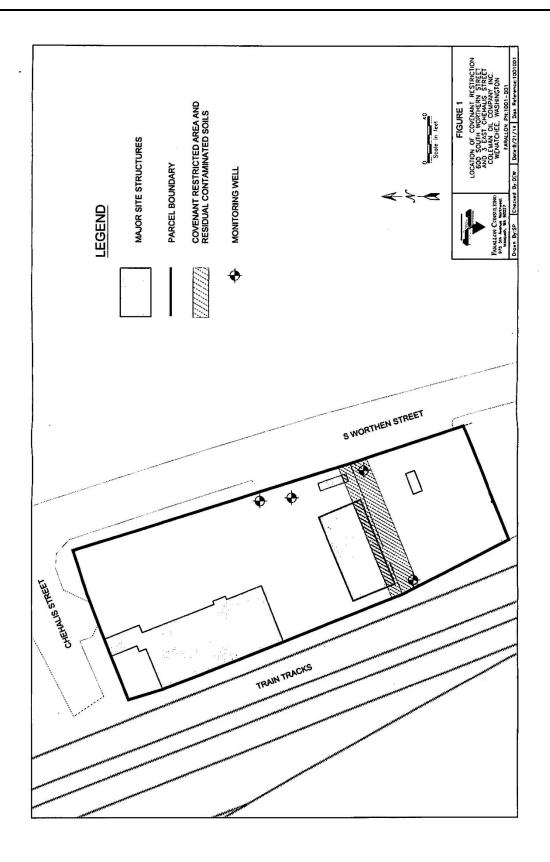
Tax Parcel I.D. # Chelan County Tax Parcel Number: 222011693005

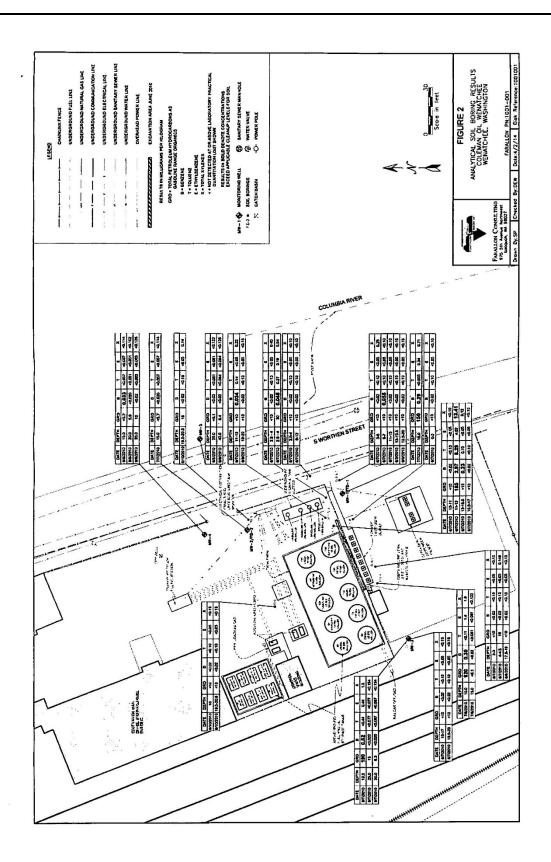
See attached Exhibit A-Chelan County Assessor and Treasurer-Map of Property ID 55798

Exhibit B

PROPERTY MAP AND LOCATIONS OF RESTRICTIONS







6.4 Photo Log

Photo 1: Coleman Oil Company card lock facility - from the south

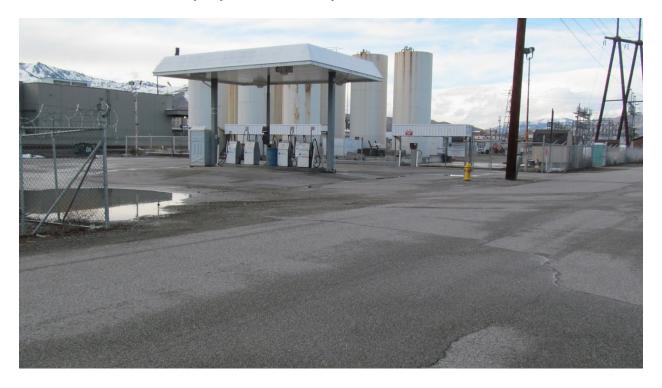


Photo 2: Former bulk plant area - from the north



Photo 3: View of spill area east of aboveground tanks - from the south



Photo 4: View of former bulk plant area – from the east

