

After Recording Return to:

Patti Carter
Department of Ecology
4601 N. Monroe Street
Spokane, WA 99205

1318962 06/24/2013 10:11 AM COV
Page 1 of 4 R 75.00 Grant Co, WA
LANÇE SILVA



Environmental Covenant

Grantor: Ogan & Ogan Enterprises, LLC

Grantee: State of Washington, Department of Ecology

Legal: Convenience Store Fuel Station, known as "Big Wally's" located at 9944 Highway 2 East Coulee City, WA 99115-9629 *SE NE 34-25-J8*

Tax Parcel Nos.: 070720000: Grant County, State of Washington; See Attached: Exhibit "A"

Grantor, Ogan & Ogan Enterprises, LLC, 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 day of May 29, 2013 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 Ogan & Ogan Enterprises, LLC its successors and assigns, and 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 following documents:

Leak Investigation and Cleanup (Final), Big Wally's Premium Fuel Leak and Cleanup, Coulee City, WA: Eco-Nomic, March 23 – June 25, 2010.

This document is on file at Ecology's Eastern Regional Office.

This Covenant is required because the Remedial Action resulted in residual concentrations of Petroleum Hydrocarbons which exceed the Model Toxics Control Act Method A Cleanup Levels for SOIL established under WAC 173-340-740.

The undersigned, Ogan & Ogan Enterprises, LLC 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 as Follows: Convenience Store Fuel Station, known as "Big Wally's" located at 9944 Highway 2 East Coulee City, WA 99115-9629.

Ogan & Ogan Enterprises, 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. 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. Some examples of activities that are 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.

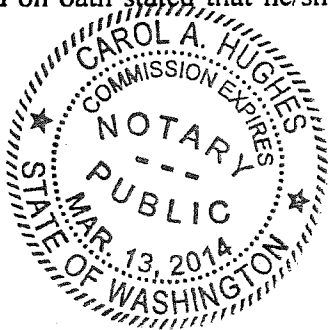
Ogan & Ogan Enterprises, LLC

Dated: May 29, 2013

Robert W. Ogan; President

STATE OF Washington
COUNTY OF Chelan

On this 29th day of May, 2013, I certify that Robert W Ogan 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/she was authorized to execute said instrument for said corporation.



Notary Public in and for the State of Washington, residing at Douglas.
My appointment expires March 13, 2014

**STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY**

Dated: 10 June 2013

Michael A. Hibbler; Section Manager, Toxics Cleanup Program



Exhibit A Legal Description

TX# 6334 & POR B, WILSHIRE STS & ALLY ADJ AKA LOTS 13-21,30 & 32-36 BLK 26 C C HOLLYWOOD MANOR (UNRECORDED) TX# 6334 THOSE PORTIONS OF THE FOLLOWING DESCRIBED TRACTS IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 25 NORTH, RANGE 28 EAST W.M., GRANT COUNTY, WASHINGTON, LYING NORTHWESTERLY OF THE PRIMARY STATE HIGHWAY #2 DESCRIBED AS: 1. BEGINNING AT A POINT 375 FEET SOUTH OF THE NORTHEAST CORNER OF THE ABOVE DESCRIBED GEOGRAPHICAL SUBDIVISION; THENCE WEST, 300 FEET; THENCE SOUTH, 120 FEET; THENCE EAST, 300 FEET; THENCE NORTH, 120 FEET. 2. BEGINNING AT A POINT 510 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 25 NORTH, RANGE 28 EAST W.M., GRANT COUNTY, WASHINGTON; THENCE WEST, 300 FEET; THENCE SOUTH, 120 FEET; THENCE EAST, 300 FEET; THENCE NORTH, 120 FEET TO THE TRUE POINT OF BEGINNING. 3. BEGINNING AT A POINT 510 FEET SOUTH AND 300 FEET WEST OF OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 25 NORTH, RANGE 28 EAST W.M., GRANT COUNTY, WASHINGTON; THENCE WEST, 300 FEET; THENCE SOUTH, 120 FEET; THENCE EAST, 300 FEET; THENCE NORTH, 120 FEET TO THE POINT OF BEGINNING. 4. BEGINNING AT A POINT 375 FEET SOUTH AND 300 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 34 AND EXTENDING WEST, 300 FEET; THENCE SOUTH, 120 FEET; THENCE EAST, 300 FEET; THENCE NORTH, 120 FEET TO THE POINT OF BEGINNING. 5. BEGINNING AT A POINT 167.50 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE WEST, 620 FEET; THENCE SOUTH, 167.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH, 40 FEET; THENCE EAST, 620 FEET; THENCE NORTH, 40 FEET; THENCE WEST, 620 FEET TO THE TRUE POINT OF BEGINNING. EXCEPT THAT PORTION THEREOF CONVEYED TO THE STATE OF WASHINGTON FOR HIGHWAY BY DEED DATED APRIL 20, 1949, RECORDED JUNE 2, 1949, UNDER AUDITOR'S FILE NUMBER 145878. SOMETIMES KNOWN AS A PORTION OF THE AREA DESIGNATED AS "B" STREET ADJOINING LOTS 13 TO 23, INCLUSIVE, BLOCK 26 AND A PORTION OF THE AREA DESIGNATED AS WILSHIRE AVENUE, IN UNRECORDED HOLLYWOOD MANOR ADDITON TO COULEE CITY, AMENDED. EXCEPT THAT PORTION OF "B" STREET ADJACENT TO LOTS 13 TO 15, BLOCK 26. LESS TAX# 11248