



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

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August 2, 2021

Ryan Haggard
Sea-Alaska Industrial Electric, Inc.
16705 65th Avenue SE
Snohomish, WA 98296

Re: No Further Action at the following Site:

- **Site Name:** Sea-Alaska Industrial Electric
- **Site Address:** 415 Maple Avenue, Snohomish, Washington
- **Facility/Site No.:** 9525627
- **VCP Project No.:** NW 3231

Dear Ryan Haggard:

The Washington State Department of Ecology (Ecology) received your request for an opinion on your independent cleanup of the Sea-Alaska Industrial Electric facility (Site). This letter provides our opinion. We are providing this opinion under the authority of the Model Toxics Control Act (MTCA), Chapter 70.105D RCW.

Issue Presented and Opinion

Is further remedial action necessary to clean up contamination at the Site?

NO. Ecology has determined that no further remedial action is necessary to clean up contamination at the Site.

This opinion is dependent on the continued performance and effectiveness of the post-cleanup controls and monitoring specified below.

This opinion is based on an analysis of whether the remedial action meets the substantive requirements of MTCA, Chapter 70.105D RCW, and its implementing regulations, Chapter 173-340 WAC (collectively “substantive requirements of MTCA”). The analysis is provided below.

Description of the Site

This opinion applies only to the Site described below. The Site is defined by the nature and extent of contamination associated with the following releases:

1. Metals and possible hydrocarbons into the soil.

Enclosure A includes a detailed description and diagram of the Site, as currently known to Ecology.

Please note the adjoining Former Central Feed Mill facility (Snohomish City) (F/S 39196846) and the 506 4th Street City of Snohomish facility (F/S 8033548) also affects the parcel of real property associated with this Site. This opinion does not apply to any contamination associated with the Snohomish City or 506 4th Street City of Snohomish facilities.

Basis for the Opinion

This opinion is based on the information contained in the following documents:

1. Remedial Investigation Report by the Riley Group and dated May 9, 2019
2. Supplemental Soil Sampling Technical Memorandum – Completed Cleanup Sea-Alaska Industrial Electric – 415 Maple Avenue – Snohomish, Washington by the Riley Group and dated August 9, 2019

These documents are kept in the Central Files of the Northwest Regional Office of Ecology (NWRO) for review by appointment only. You can make an appointment by calling the NWRO resource contact at 425 – 649 - 7024 or sending an email to nwro_public_request@ecy.wa.gov.

These documents, and lesser documents, are also available on Ecology's webpage (<https://apps.ecology.wa.gov/gsp/Sitepage.aspx?csid=417>). Use the right hand panel to access (open) electronic documents.

This opinion is void if any of the information contained in those documents is materially false or misleading.

Analysis of the Cleanup

Ecology has concluded that **no further remedial action** is necessary to clean up contamination at the Site. That conclusion is based on the following analysis:

1. Characterization of the Site.

Ecology has determined your characterization of the Site is sufficient to establish cleanup standards and select a cleanup action. The Site is described above and in **Enclosure A**. In August of 2006, an area apparently grease-stained was observed from an adjoining property.

In September of 2006, three soil samples were collected in the area of apparent contamination, all at a depth of one foot or less, and analyzed for diesel, oil, cadmium, chromium, lead, volatile organic compounds, and polychlorinated biphenyls. Two soil samples were analyzed for diesel, oil, cadmium, chromium, and lead while the third soil sample was analyzed for benzene, ethylbenzene, toluene, xylene, naphthalenes, and

polychlorinated biphenyls. Diesel was not detected in either of the two samples, chromium was detected in both soil samples at concentrations below the MTCA Method A standard, and oil, cadmium, and lead were detected in both soil samples at concentrations exceeding their respective MTCA Method A standards. Benzene and ethylbenzene were not detected in the third soil sample while toluene, xylene, and naphthalene were detected at concentrations below their respective MTCA standards. Polychlorinated biphenyls were detected in the third soil sample at a concentration exceeding the MTCA Method A standard.

In November of 2018, eight soil samples were collected on-site, two west of the concrete wash pad, three from beneath the concrete pad, and three from the adjoining property east of the site east property line. Of the two soil samples from west of the wash pad, one was analyzed for diesel, oil, cadmium, chromium, and lead while the other was analyzed only for diesel and oil. The sample analyzed for diesel and oil had no detections of either compound. The other sample had detections of diesel, oil, chromium, and lead (cadmium was not detected) but only the lead concentration exceeded the MTCA Method A standard. For the three soil samples from beneath the wash pad, two samples were analyzed for diesel, oil, cadmium, chromium, and lead while the third was analyzed only for diesel and oil. Neither diesel nor oil was detected in the sample. For the other two soil samples, diesel and cadmium were not detected in either sample, oil and chromium were detected in both samples at concentrations below their respective MTCA Method A standards, and lead was detected in both samples at concentrations exceeding the MTCA Method A standard. For the three off-site soil samples from the eastern adjoining facility, one was analyzed for diesel and oil while the other two samples, one was analyzed for diesel, oil, polychlorinated biphenyls, arsenic, cadmium, chromium, lead, and mercury and the other soil sample was analyzed for diesel, oil, naphthalenes, carcinogenic polycyclic aromatic hydrocarbons, polychlorinated biphenyls, arsenic, cadmium, chromium, lead, and mercury. Diesel and oil were detected in the sample analyzed only for those two analytes but at concentrations below their respective MTCA Method A standards. In the soil sample analyzed for diesel, oil, polychlorinated biphenyls, arsenic, cadmium, chromium, lead, and mercury, mercury and polychlorinated biphenyls were not detected in the sample, diesel, oil, cadmium, and chromium were detected at concentrations below their respective MTCA Method A standards, and arsenic and lead were detected at concentrations exceeding their respective MTCA Method A standard.

In the soil sample analyzed for diesel, oil, naphthalenes, carcinogenic polycyclic aromatic hydrocarbons, polychlorinated biphenyls, arsenic, cadmium, chromium, lead, and mercury, diesel and polychlorinated biphenyls were not detected in the sample. Naphthalene, chromium, and mercury were detected at concentrations below their respective MTCA Method A standards while oil, carcinogenic polycyclic aromatic hydrocarbons, arsenic, cadmium, and lead concentrations exceeded their respective MTCA Method A standards.

In August of 2019, nine additional soil samples were collected from the south-eastern corner of the site. Five of the samples were collected from a depth of nine inches and the other four soil samples from a depth of one and one-half feet. The soil samples collected from a depth of nine inches were analyzed for diesel, oil, benzene, ethylbenzene, toluene, xylene, lead, volatile organic compounds, naphthalene, and polychlorinated biphenyls while the soil samples from a depth of one and one-half feet were analyzed only for diesel, oil, and lead. Diesel, oil, benzene, ethylbenzene, toluene, xylene, naphthalene, and polychlorinated biphenyls were not detected in any of the nine soil samples. Methylene chloride was the only volatile organic compound detected (in three of five samples). It is a possible laboratory contaminant. Lead was detected in all nine soil samples, with one of the nine concentrations exceeding the MTCA Method A standard. In all four cases, the lead concentration at one and one-half feet was less than the lead concentration at nine inches.

2. Establishment of cleanup standards.

Ecology has determined the cleanup levels and points of compliance you established for the Site meet the substantive requirements of MTCA.

Soil

Diesel – 2,000 mg/Kg

Oil – 2,000 mg/Kg

Cadmium – 2 mg/Kg

Chromium – 2,000 mg/Kg

Lead – 250 mg/Kg

A standard horizontal point of compliance, the property boundary, was used for soil contamination.

A standard vertical point of compliance, fifteen feet, for soils was established in the soils throughout the site from the ground surface to fifteen feet below the ground surface. Fifteen feet is protective for direct contact with the contaminated soil.

3. Selection of cleanup action.

Ecology has determined the cleanup action you selected for the Site meets the substantive requirements of MTCA.

The method selected – excavation of the contaminated soil and transporting the soil off-site to a permitted facility, followed by placing an environmental covenant on the property deed – meets the minimum requirements for cleanup actions by providing a permanent solution, immediate restoration time frame, provides for confirmation monitoring, and protects human health and the environment.

4. Cleanup.

Ecology has determined the cleanup you performed meets the cleanup standards established for the Site. This determination is dependent on the continued performance and effectiveness of the post-cleanup controls and monitoring specified below.

In 2007, 0.7 tons of grease stained soil was excavated and stored on-site.

In 2018, the stored soil was analyzed for diesel, oil, arsenic, cadmium, chromium, chromium⁺⁶, lead, mercury, and polychlorinated biphenyls. Diesel, arsenic, and chromium⁺⁶ were not detected, chromium, mercury, and polychlorinated biphenyls were detected at concentrations below their respective MTCA Method A standards, and oil, cadmium, and lead were detected at concentrations above their respective MTCA Method A standards. The soil was also analyzed for cadmium, chromium, and lead using the Toxic Characteristics Leaching Procedure. In the latter test, lead was not detected in the sample and cadmium and chromium were both at concentrations below their respective MTCA Method A standards. The soil was taken off-site to a permitted facility.

Access to the remaining on-site contaminated soil will be controlled with an environmental covenant placed on the property deed.

Post-Cleanup Controls and Monitoring

Post-cleanup controls and monitoring are remedial actions performed after the cleanup to maintain compliance with cleanup standards. This opinion is dependent on the continued performance and effectiveness of the following:

1. Compliance with institutional controls.

Institutional controls prohibit or limit activities that may interfere with the integrity of engineered controls or result in exposure to hazardous substances. The following institutional control is necessary at the Site:

1. Restriction on exposure to contaminated soil

To implement that control, an Environmental Covenant has been recorded on the following parcel of real property in Snohomish County:

1. 28061800206800

Ecology approved the recorded Covenant. A copy of the Covenant is included in **Enclosure B**.

2. Operation and maintenance of engineered controls.

Engineered controls prevent or limit movement of, or exposure to, hazardous substances. The following engineered control is necessary at the Site:

1. Cap over the contaminated soil

Ecology has approved the operation and maintenance plan you submitted for these engineered control. A copy of the plan is included in **Enclosure C**.

Periodic Review of Post-Cleanup Conditions

Ecology will conduct periodic reviews of post-cleanup conditions at the Site to ensure that they remain protective of human health and the environment. If Ecology determines, based on a periodic review, that further remedial action is necessary at the Site, then Ecology will withdraw this opinion.

Listing of the Site

Based on this opinion, Ecology will initiate the process of removing the Site from our lists of hazardous waste sites, including:

1. Hazardous Sites List.
2. Confirmed and Suspected Contaminated Sites List.

That process includes public notice and opportunity to comment. Based on the comments received, Ecology will either remove the Site from the applicable lists or withdraw this opinion.

Limitations of the Opinion

1. Opinion does not settle liability with the state.

Liable persons are strictly liable, jointly and severally, for all remedial action costs and for all natural resource damages resulting from the release or releases of hazardous substances at the Site. This opinion **does not**:

1. Resolve or alter a person's liability to the state.
2. Protect liable persons from contribution claims by third parties.

To settle liability with the state and obtain protection from contribution claims, a person must enter into a consent decree with Ecology under RCW 70.105D.040(4).

2. Opinion does not constitute a determination of substantial equivalence.

To recover remedial action costs from other liable persons under MTCA, one must demonstrate that the action is the substantial equivalent of an Ecology-conducted or Ecology-supervised action. This opinion does not determine whether the action you performed is substantially equivalent. Courts make that determination. *See* RCW 70.105D.080 and WAC 173-340-545.

3. State is immune from liability.

The state, Ecology, and its officers and employees are immune from all liability, and no cause of action of any nature may arise from any act or omission in providing this opinion. *See* RCW 70.105D.030(1)(i).

Termination of Agreement

Thank you for cleaning up the Site under the Voluntary Cleanup Program (VCP). This opinion terminates the VCP Agreement governing this project (NW 3231).

For more information about the VCP and the cleanup process, please visit our web site: www.ecy.wa.gov/programs/tcp/vcp/vcpmain.htm. If you have any questions about this opinion or the termination of the Agreement, please contact me by phone at 360 – 407 - 7223 or e-mail at cm461@ecy.wa.gov.

Sincerely,



Christopher Maurer, P.E.
HQ - Toxics Cleanup Program

Enclosures (3): A – Description and Diagrams of the Site
 B – Environmental Covenants for Institutional Controls
 C – Operation and Maintenance Plan for Engineered Controls

cc: Audrey Heisey, The Riley Group
 Tra Thai, Ecology

Enclosure A

Description and Diagrams of the Site

THE NORTH 100 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

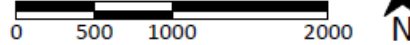
**THAT PORTION OF SECTION 18, TOWNSHIP 28 NORTH, RANGE 6 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF FOURTH STREET AND THE WESTERLY RIGHT OF WAY LINE OF THE NORTHERN PACIFIC RAILWAY CO;
THENCE WESTERLY 148 FEET;
THENCE NORTH 240 FEET;
THENCE EAST 148 FEET;
THENCE SOUTH 240 FEET TO THE POINT OF BEGINNING.**

EXCEPT THAT PORTION CONVEYED TO THE CITY OF SNOHOMISH BY DEED AND DEDICATION DEED RECORDED FEBRUARY 28, 1980 UNDER RECORDING NO. 8002280227.



USGS, 2014, Snohomish, Washington
7.5-Minute Quadrangle

Approximate Scale: 1"=1000'



Corporate Office
17522 Bothell Way Northeast
Bothell, Washington 98011
Phone: 425.415.0551
Fax: 425.415.0311

Sea-Alaska Industrial Services

RGI Project Number

2018-240

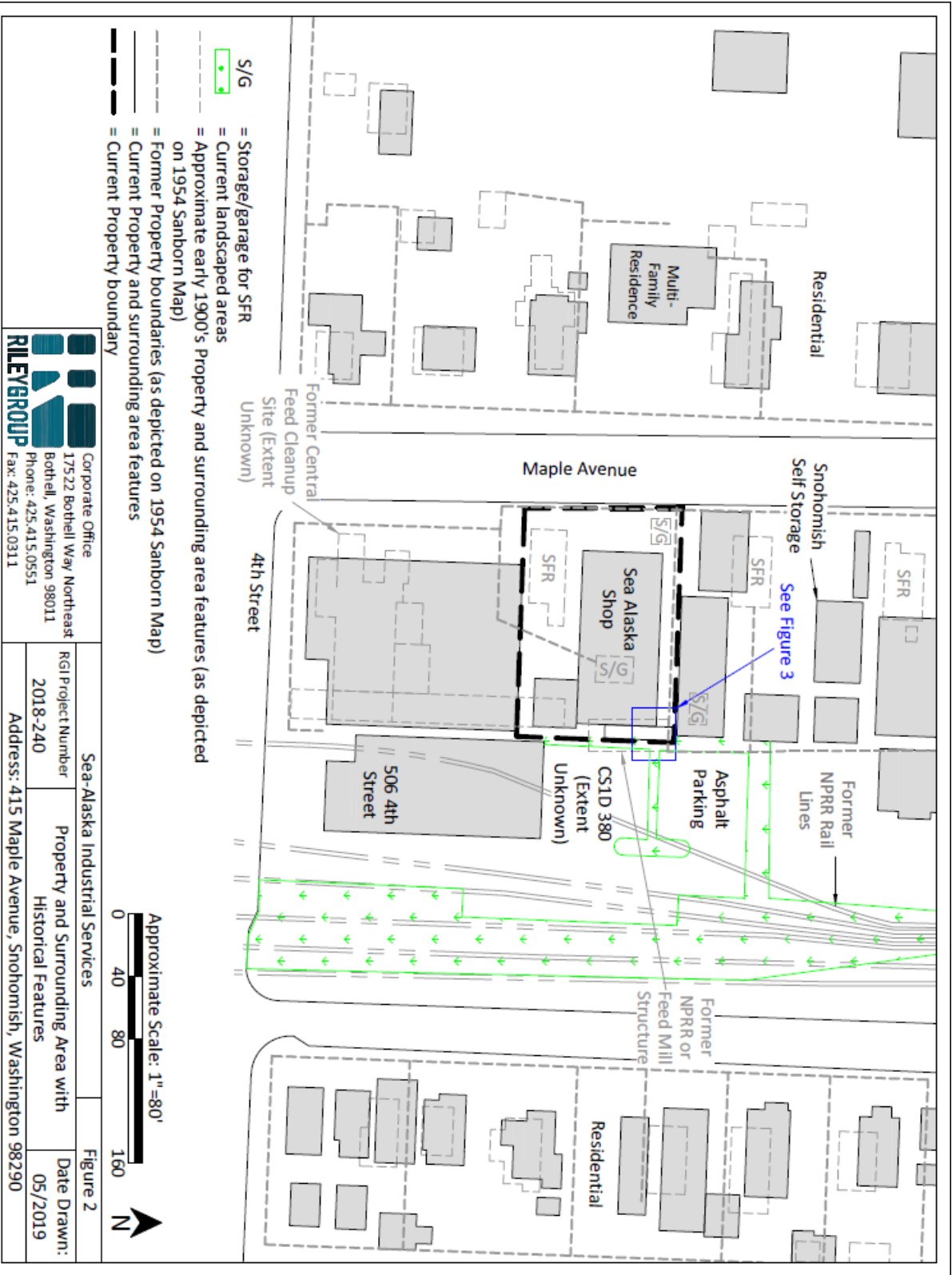
Property Vicinity Map

Figure 1

Date Drawn:

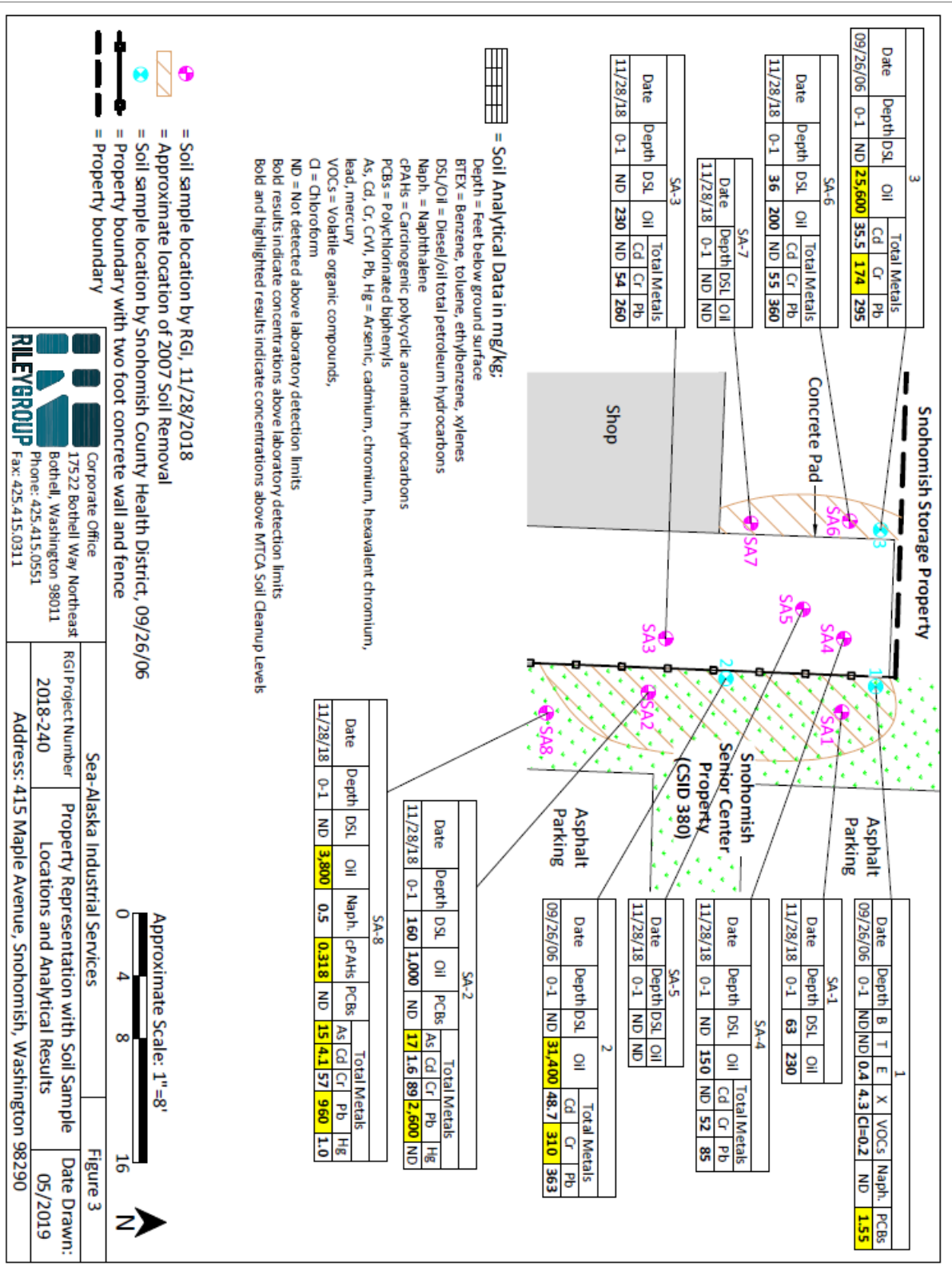
05/2019

Address: 415 Maple Avenue, Snohomish, Washington 98290



RILEYGROUP
 Corporate Office
 17522 Bothell Way Northeast
 Bothell, Washington 98011
 Phone: 425.415.0551
 Fax: 425.415.0311

Sea-Alaska Industrial Services
 RGI Project Number: 2018-240
 Property and Surrounding Area with Historical Features
 Address: 415 Maple Avenue, Snohomish, Washington 98290
 Figure 2
 Date Drawn: 05/2019



Date	Depth/DSL	Oil	Total Metals			
			Cd	Cr	Pb	
09/26/06	0-1	ND	25,600	35.5	174	295

Date	Depth/DSL	Oil	Total Metals			
			Cd	Cr	Pb	
11/28/18	0-1	36	200	ND	55	260

Date	Depth/DSL	Oil	Total Metals			
			Cd	Cr	Pb	
11/28/18	0-1	ND	ND	ND	ND	ND

Date	Depth/DSL	Oil	Total Metals			
			Cd	Cr	Pb	
11/28/18	0-1	ND	230	ND	54	260

Date	Depth/DSL	B	T	E	X	VOCs	Naph.	PCBs
09/26/06	0-1	ND	ND	0.4	4.3	Cl=0.2	ND	1.55

Date	Depth/DSL	Oil	
			11/28/18

Date	Depth/DSL	Oil	Total Metals			
			Cd	Cr	Pb	
11/28/18	0-1	ND	150	ND	52	85

Date	Depth/DSL	Oil	
			11/28/18

Date	Depth/DSL	Oil	Total Metals			
			Cd	Cr	Pb	
09/26/06	0-1	ND	31,400	48.7	310	363

Date	Depth/DSL	Oil	Total Metals					
			As	Cd	Pb			
11/28/18	0-1	160	1,000	ND	17	1.6	89	2,600

Date	Depth/DSL	Oil	Naph.	cPAHs	PCBs	Total Metals					
						As	Cd	Pb			
11/28/18	0-1	ND	3,800	0.5	0.318	ND	15	4.1	57	960	1.0

= Soil Analytical Data in mg/kg:
 Depth = Feet below ground surface
 BTEX = Benzene, toluene, ethylbenzene, xylenes
 DSL/Oil = Diesel/oil total petroleum hydrocarbons
 Naph. = Naphthalene
 cPAHs = Carcinogenic polycyclic aromatic hydrocarbons
 PCBs = Polychlorinated biphenyls
 As, Cd, Cr, Cu, Pb, Hg = Arsenic, cadmium, chromium, hexavalent chromium, lead, mercury
 VOCs = Volatile organic compounds,
 Cl = Chloroform
 ND = Not detected above laboratory detection limits
 Bold results indicate concentrations above laboratory detection limits
 Bold and highlighted results indicate concentrations above MTCA Soil Cleanup Levels

- = Soil sample location by RGI, 11/28/2018
- = Approximate location of 2007 Soil Removal
- = Soil sample location by Snohomish County Health District, 09/26/06
- = Property boundary with two foot concrete wall and fence
- = Property boundary

RILEYGROUP
 Corporate Office
 17522 Bothell Way Northeast
 Bothell, Washington 98011
 Phone: 425.415.0551
 Fax: 425.415.0311

Sea-Alaska Industrial Services
 RGI Project Number: 2018-240
 Property Representation with Soil Sample Locations and Analytical Results
 Address: 415 Maple Avenue, Snohomish, Washington 98290
 Date Drawn: 05/2019

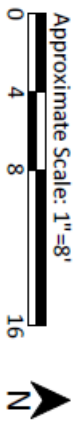
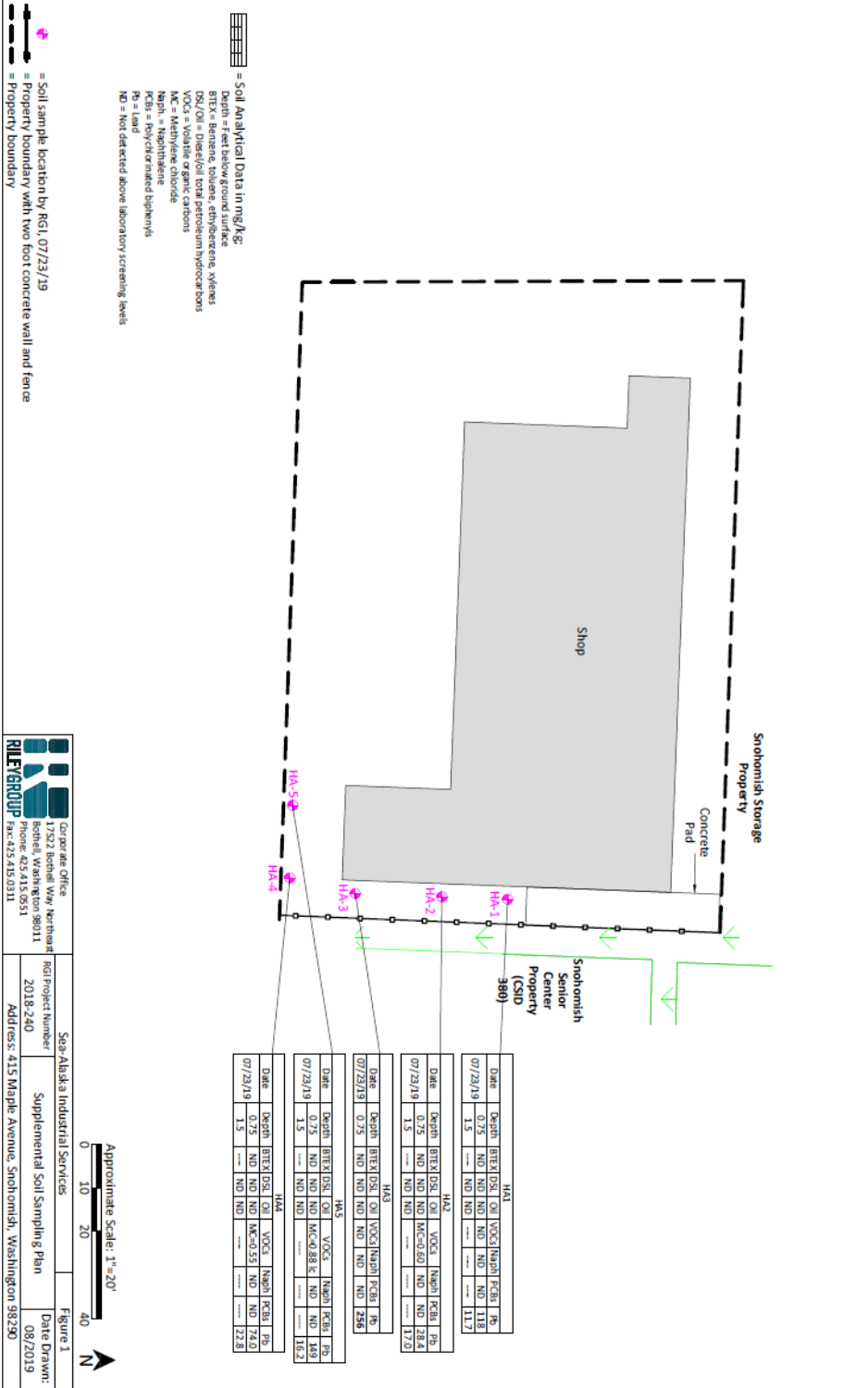


Figure 3



HA1									
Date	Depth	BTX	BSL	Oil	VOCs	Naph1	PCBs	Ps	Th
07/23/19	0.75	ND	ND	ND	ND	ND	ND	ND	118
07/23/19	1.5	ND	ND	ND	ND	ND	ND	ND	11.7

HA2									
Date	Depth	BTX	BSL	Oil	VOCs	Naph1	PCBs	Ps	Th
07/23/19	0.75	ND	ND	ND	MC-0.60	ND	ND	ND	28.4
07/23/19	1.5	ND	ND	ND	ND	ND	ND	ND	17.0

HA3									
Date	Depth	BTX	BSL	Oil	VOCs	Naph1	PCBs	Ps	Th
07/23/19	0.75	ND	ND	ND	ND	ND	ND	ND	256

HA5									
Date	Depth	BTX	BSL	Oil	VOCs	Naph1	PCBs	Ps	Th
07/23/19	0.75	ND	ND	ND	MC-0.88	ND	ND	ND	149
07/23/19	1.5	ND	ND	ND	ND	ND	ND	ND	16.2

HA4									
Date	Depth	BTX	BSL	Oil	VOCs	Naph1	PCBs	Ps	Th
07/23/19	0.75	ND	ND	ND	MC-0.35	ND	ND	ND	74.0
07/23/19	1.5	ND	ND	ND	ND	ND	ND	ND	22.8



Corporate Office
 17322 Boothell Way, Northport
 Boothell, Washington 98011
 Phone: 425.415.0551
 Fax: 425.415.0311

See Alaska Industrial Services

RILEYBURNUP

Project Number: 2018-240
 Address: 415 Maple Avenue, Snohomish, Washington 98290

Supplemental Soil Sampling Plan
 Date Drawn: 08/20/19

Figure 1

Enclosure B

Environmental Covenants for Institutional Controls



202106100543

COVENANTS

Fee: \$114.50

6/10/2021 12:32 PM 1 of 12

SNOHOMISH COUNTY, WA

Electronically Recorded

Christopher Maurer, Department of Ecology

Return Name

300 Desmond Drive

Street Address

Olympia, WA 90504

City, State, ZIP



Snohomish County Recording
A Division of the Auditor's Office

Standard Cover Sheet

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Document Title(s)

- 1. Environmental Covenant
- 2. _____
- 3. _____
- 4. _____

Reference Number(s) of Related Documents

Additional reference numbers on page _____

Grantor(s)

- 1. Haggard Holdings, LLC
Last Name _____, First Name _____, Middle Initial _____
- 2. _____
Last Name _____, First Name _____, Middle Initial _____

Additional names on page _____

Grantee(s)

- 1. State of Washington, Department of Ecology
Last Name _____, First Name _____, Middle Initial _____
- 2. _____
Last Name _____, First Name _____, Middle Initial _____

Additional names on page _____

Legal Description (abbreviated form: ie lot, block, plat or section, township, range)

Ptn. Sec. 18 Twp. 28N Rge. 06E, SE Qtr., NW Qtr., Snohomish County, WA

Assessor's Property Tax Parcel/ Account Number

Snohomish County Tax Parcel No. 280618-002-068-00

Number not yet assigned

Additional numbers on page _____

After Recording Return
Original Signed Covenant to:
Christopher Maurer, PE
Toxics Cleanup Program
Department of Ecology
300 Desmond Drive,
Olympia, Washington 98504

Environmental Covenant

Grantor: Haggard Holdings, LLC

Grantee: State of Washington, Department of Ecology (hereafter "Ecology")

Brief Legal Description: Ptn. Sec. 18 Twp. 28N Rge. 06E, SE Qtr., NW Qtr., Snohomish County, WA

Tax Parcel No.: Snohomish County Tax Parcel No. 280618-002-068-00

Cross Reference: No Further Action Opinion Ecology CSID No. 417, Ecology VCP No. NW3231 (DATE).

RECITALS

- a. This document is an environmental (restrictive) covenant (hereafter "Covenant") executed pursuant to the Model Toxics Control Act ("MTCA"), chapter 70A.305 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 Sea Alaska Industrial Electric, Cleanup Site ID 417, Facility Site ID 9525627. 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 conducted 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	Lead
Groundwater	N/A
Surface Water/Sediment	N/A
Soil vapor	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 contaminated soil and remedial actions conducted are available through Ecology, including the following documents:

August 9, 2019, *Supplemental Soil Sampling Technical Memorandum*, Riley Group, Inc.

May 9, 2019, *Remedial Investigation Report*, Riley Group, Inc.

e. This Covenant grants Ecology certain rights under UECA and as specified in this Covenant. As a Holder of this Covenant under UECA, Ecology has an interest in real property, however, this is not an ownership interest which equates to liability under MTCA or the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.* The rights of Ecology as an "agency" under UECA, other than its' right as a holder, are not an interest in real property.

COVENANT

Haggard Holdings, LLC, as Grantor and fee simple owner of the Property hereby grants to the Washington State Department of Ecology, and its successors and assignees, the following covenants. Furthermore, it is the intent of the Grantor that such covenants shall supersede any prior interests the Grantor has in the Property and shall run with the land and be binding on all current and future owners of any portion of, or interest in, the Property, until the Covenant is terminated.

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 or with 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 contamination that was contained as a part of the remedial action or that exacerbates or creates a new exposure to 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 any lessees of the restrictions on the use of the Property.

e. Preservation of Reference Monuments. Grantor shall make a good faith effort to preserve any reference monuments and boundary markers used to define the areal extent of coverage of this Covenant. Should a monument or marker be damaged or destroyed, Grantor shall have it replaced by a licensed professional surveyor within 30 days of discovery of the damage or destruction.

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. The Grantor shall not materially alter or remove the portions of the existing structures overlying lead-contaminated soil (as illustrated in Exhibit C) in any manner that would expose the underlying lead-contaminated soil, would result in a release of lead exceeding MTCA clean up levels to the environment, or would create a new exposure pathway without prior written approval of Ecology. The Grantor may perform routine maintenance and repair of the building's concrete slab, the exterior asphalt, and the concrete wash pad without prior approval from Ecology. Should the Grantor remove all or a portion of the existing structures overlying the lead-contaminated soil (as illustrated in Exhibit C) so that access to the underlying lead-contaminated soil is feasible, Ecology may require treatment or removal of the underlying lead-contaminated soil if it contains lead at concentrations exceeding MTCA's cleanup levels.

b. The Grantor covenants and agrees that it shall annually, or at another time interval as approved in writing by Ecology, inspect the building's concrete slab, exterior asphalt, and concrete wash pad overlying the lead-contaminated soil (as illustrated in Exhibit C) and shall report within thirty (30) days of the inspection their condition and any changes that would impair their performance in limiting exposure to, or migration of, any lead exceeding cleanup levels.

Section 3. Access.

a. The Grantor shall maintain clear access to all areas requiring inspection under this Covenant.

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 to enforce compliance with this Covenant and those actions, including the right to take samples, to 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 and illustrated in Exhibit B, including but not limited to: title, easement, leases, and security or other interests, must:

i. Cause written notice to be provided to Ecology of the intended conveyance at least thirty (30) days in advance of the conveyance of the Property. In the event that the anticipated Property uses and placement of the building's concrete slab, exterior

asphalt, and concrete wash pad are not to change, the Grantor may request from Ecology a waiver of the 30-day advance notice requirement. Waiver of this advance notice to Ecology for these transactions does not constitute a waiver of the requirement in Section 4.a.ii. to include this notice in any document conveying interest in the Property.

- 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] AND RECORDED WITH THE SNOHOMISH COUNTY AUDITOR UNDER RECORDING NUMBER [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, cause a complete copy of the executed conveying document to be provided to Ecology 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 while Grantor is the owner of the Property, Grantor shall promptly report such violation in writing to Ecology.

c. Emergencies. For any emergency or significant change in site conditions due to Acts of Nature (for example, flood or 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 prior to notifying Ecology. The Grantor must notify Ecology in writing 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. Notification procedure. Any required written notice, approval, reporting or other communication shall be personally delivered or sent by first class mail to the following persons; however, upon mutual agreement of the parties to this Covenant, an alternative to personal delivery or first-class mail, such as e-mail or other electronic means, may be used for these communications. Any change in this contact information shall be submitted in writing to all parties to this Covenant.

Haggard Holdings, LLC 16702 65 th Avenue Southeast Snohomish, WA 98296 (425) 238-8790 ryanh@haggardelectric.com lizah@haggardelectric.com (360) 668-9361	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 Olympia, WA 98504-7600 (360) 407-6000 ToxicsCleanupProgramHQ@ecy.wa.gov
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Section 5. Modification or Termination.

- a. Grantor must provide written notice 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. For any proposal that is inconsistent with this Covenant and permanently modifies an activity or use restriction at the site:
 - i. Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal; and
 - ii. If Ecology approves of the proposal, the Covenant must be amended to reflect the change before the activity or use can proceed.
- b. 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 MTCA and UECA and any rules promulgated under these chapters.
- c. 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 if they no longer own the Property.

Section 6. Enforcement and Construction.

- a. This Covenant is being freely and voluntarily granted by the Grantor.
- b. Within ten (10) days of execution of this Covenant, Grantor shall provide Ecology with an original signed Covenant and proof of recording and a copy of the Covenant and proof of recording to others required by RCW 64.70.070.
- 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 MTCA and UECA. 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 shall be responsible for all costs associated with implementation of this Covenant. Furthermore, 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 MTCA and UECA.
- 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 29 day of March, 2021.

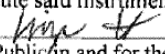

Printed Name: Ryan Haggard
Title: President, Haggard Holdings, LLC

CORPORATE ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF Snohomish

On this 29 day of March, 2021, I certify that Ryan Haggard personally appeared before me, acknowledged that he 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.




Notary Public in and for the State of Washington
Residing at Snohomish
My appointment expires 8-26-2021

The Department of Ecology hereby accepts the status as GRANTEE and HOLDER of the above Environmental Covenant.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Barry Rogowski
Signature

Barry Rogowski

Section Manager

5/20/21
Dated

STATE ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF Thurston

On this 20 day of May, 2021 I certify that Barry Rogowski personally appeared before me, acknowledged that he/she is the Section Manager of the state agency that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument for said state agency.

Jillian Carr
Notary Public in and for the State of Washington
Residing at Thurston County
My appointment expires October 26, 2022



Exhibit A

LEGAL DESCRIPTION

Real property in the County of Snohomish, State of Washington, described as follows:

THE NORTH 100 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

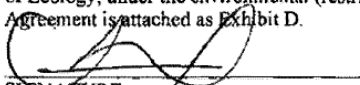
THAT PORTION OF SECTION 18, TOWNSHIP 28 NORTH, RANGE 6 EAST, W.M., IN
SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF FOURTH STREET AND
THE WESTERLY RIGHT OF WAY LINE OF THE NORTHERN PACIFIC RAILWAY CO;
THENCE WESTERLY 148 FEET;
THENCE NORTH 240 FEET;
THENCE EAST 148 FEET;
THENCE SOUTH 240 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED TO THE CITY OF SNOHOMISH BY DEED AND
DEDICATION DEED RECORDED FEBRUARY 28, 1980 UNDER RECORDING NO.
8002280227.

Exhibit D

SUBORDINATION AGREEMENT

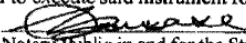
KNOW ALL PERSONS, That First-Citizens Bank and Trust Company, the owner and holder of that certain Deed of Trust bearing the date the fourth day of September, 2019, executed by Haggard Holdings, LLC, a Washington limited liability company and the landowner, and recorded in the office of the County Auditor of Snohomish County, State of Washington, on the sixth day of September, 2019, under Auditor's File Number 201909060370, 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 to which this Subordination Agreement is attached as Exhibit D.

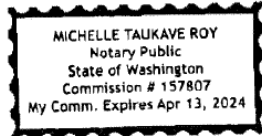

SIGNATURE
by: Luz A. Whitley
PRINTED NAME
Title: SVP- Manager of Business Banking
Dated: 5/11/2021

CORPORATE ACKNOWLEDGMENT

STATE OF WA
COUNTY OF King

On this 11th day of May, 2021, I certify that Luz A Whitley personally appeared before me, acknowledged that he/she is the SVP-Manager of Business Banking 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 Bothell
My appointment expires 4/13/2024



Enclosure C

Operation and Maintenance Plan for Engineered Controls

Inspection and Maintenance Plan

Date: 12/16/2020

Property Information

Property Address: 413/415 Maple Avenue, Snohomish, Washington 98290

Tax Parcel No. 280618-002-068-00

Brief Legal Description: Ptn. Sec. 18 Twp. 28N Rge. 06E, SE Qtr., NW Qtr., Snohomish County, WA

Cleanup Site ID: 417

Facility Site ID: 9525627

Voluntary Cleanup Program ID:
NW3231

Introduction

The Property described above is the subject of a remedial action conducted under the Washington Model Toxics Control Act (MTCA), Chapt. 70A.305 RCW. *See* Figure 1. Lead-contaminated soil exceeding MTCA clean up levels remains on the eastern-side of the Property beneath an existing building with a concrete slab floor, exterior asphalt, and a concrete wash pad (collectively, the “cap”). *See* Figure 2. An Environmental Covenant on the Property restricts certain activities by the Property owner to maintain the integrity of the cap, ensuring it continues to protect human health and the environment. This Inspection and Maintenance Plan, which complies with the Property’s Environmental Covenant, outlines and documents procedures for inspecting, maintaining, and repairing the cap to ensure it continues to serve as a barrier to the lead-contaminated soil.

More specific information about this Property may be found in the case file in the Washington State Department of Ecology’s Northwest Regional Office and Ecology’s online Document Repository, <https://apps.ecology.wa.gov/gsp/CleanupSiteDocuments.aspx?csid=417>.

Location of Lead-contaminated Soil

The Property location and its vicinity are shown on Figure 1. Soil on the Property’s eastern side underlying the building’s concrete slab floor, some exterior asphalt, and a concrete wash pad is contaminated with lead to a depth of two feet below ground surface. The areal extent of the lead-contaminated soil and the area of the cap necessitating inspection and maintenance are shown on Figure 2.

The lead-contaminated soil has resulted in no groundwater contamination, and all other potential sources of groundwater contamination have been removed from the Property.

Description of the Cap to be Maintained

Covered, the lead-contaminated soil poses no threat to human health or the environment. The cap covering the contamination consists of: (1) a building with a metal roof with a slab-on-grade concrete foundation, (2) exterior asphalt on the southeastern side of the Property, and (3) a concrete wash pad at the eastern side of the building. *See* Figure 2. The cap should be

inspected and maintained consistent with the Environmental Covenant's restrictions to ensure the cap continues to act as a barrier protective of human health and the environment.

Purpose of the Cap

The slab-on-grade foundation of the building, the exterior asphalt, and the concrete wash pad provide a cap covering the lead-contaminated soil and serve as a barrier to prevent direct contact to the contamination. *See* Figure 2. Without this cap, the lead-contaminated soil might pose a threat to human health or the environment. The cap also acts as a partial infiltration barrier to minimize potential migration of lead from soil to groundwater. Based on the current and future use of the Property, this cap should function as intended unless disturbed.

Restrictions under the Environmental Covenant

The Property owner granted Ecology an environmental covenant. Under that agreement, the Property owner shall not alter or remove the portions of the existing structures overlying the lead-contaminated soil (as illustrated in Figure 2) in any manner that would expose lead-contaminated soil, result in a release of lead exceeding MTCA cleanup levels to the environment, or create a new exposure pathway without prior written approval from Ecology. Specifically, the following activities are prohibited on the cap (as illustrated by Figure 2) without prior written approval from Ecology:

- 1) removing an existing barrier;
- 2) replacing a barrier with another barrier;
- 3) excavating or grading the land surface;
- 4) adding fill onto capped or paved areas;
- 5) plowing for agricultural cultivation; or
- 6) constructing or placing a building or other structure.

The Property owner may perform routine maintenance and repair of the concrete slab, exterior asphalt, and concrete wash pad (as illustrated by Figure 2) without prior approval from Ecology.

Annual Inspection

The Property owner or a qualified representative will inspect the cap overlying the lead-contaminated soil (as illustrated in Figure 2) annually or at any other larger interval of time approved by Ecology in writing. He or she will inspect the cap for cracks or other signs of deterioration that could enable additional infiltration into, or exposure to, the underlying lead-contaminated soil. He or she will evaluate damage due to settling, exposure to weather, wear from traffic, increasing age, and other factors. This inspection will typically occur in the spring, after any snow or ice has melted.

If the Property owner or its representative identifies that either (1) the lead-contaminated soil has become or is likely to become exposed, or (2) infiltration from the surface will no longer be effectively minimized because of the cap's deterioration, the Property owner or its representative will make the necessary repairs or will solicit recommendations for necessary repairs to be scheduled as soon as practical. Repairs could include patching and filling or larger resurfacing or construction operations. If the repairs needed exceed routine maintenance, the Property owner will obtain Ecology's written approval before the repair work commences.

Materials of equal or better quality for the cap should be used. In the event that necessary repair or maintenance activities would expose the underlying soil, the owner will inform any workers of this hazard and will provide them with appropriate personal protection equipment.

A report will be provided to Ecology within 30 days of an inspection. It will describe the condition of the building's concrete slab, the exterior asphalt, and the concrete wash pad overlying the lead-contaminated soil as well as any changes that would impair their ability to limit exposure to, or migration of, any lead exceeding cleanup levels. The report could also describe any repairs performed, including any routine maintenance.

The Property owner will maintain a log of all inspections and any repairs performed. This log is included as Exhibit A: Cap Inspection and Maintenance Log. A copy of the inspection log will be kept on-site and available for submittal to, or inspection by, Ecology representatives upon their request.

Finally, the Property owner will maintain a copy of this Inspection and Maintenance Plan on-site and will make it available to all interested parties (e.g. on-site employees, contractors, future property owners, Ecology representatives, etc.) for viewing.

Removal of the Cap

Should the Property owner propose to remove all or a portion of the existing structures overlying the lead-contaminated soil for repairs or otherwise such that access to the underlying contamination is feasible, the Property owner must receive prior written approval from Ecology. Ecology may require treatment or removal of the underlying lead-contaminated soil if it contains lead at concentrations exceeding MTCA's cleanup levels. The Property owner will sample and test soil excavated from the Property prior to its disposal or reuse to ascertain if contamination remains and to ensure proper disposal. Any contaminated soil will be treated, stored, or disposed of by the Property owner in accordance with applicable local, state, and federal law.

In the event the cap overlying the soil is removed for replacement, the replacement barrier will be equally impervious. Any replacement barrier will be subject to the same maintenance and inspection guidelines as outlined in this Inspection and Maintenance Plan, unless Ecology allows for no or a less strict plan.

Amendment or Withdrawal of Inspection and Maintenance Plan

This Inspection and Maintenance Plan can only be amended or withdrawn by the Property owner or its successor(s) either after Ecology provides its written approval for it to be amended or withdrawn or once the Environmental Covenant is terminated.

Contact Information

Property Owner: Haggard Holdings, LLC
Ryan Haggard
16702 65th Avenue Southeast
Snohomish, WA 98296
(425) 238-8790
ryanh@haggardelectric.com

Signature: _____

Date: _____

Consultant: Audrey R. Heisey, LHG
Riley Group, Inc.
17522 NE Bothell Way
Bothell, WA 98011
(425) 415-0551

Ecology Site Manager: Christopher Maurer, PE
Northwest Regional Office
3190 160th Avenue Southeast
Bellevue, WA 98008
(425) 649-7000

Figure 1:
Vicinity and Property Location

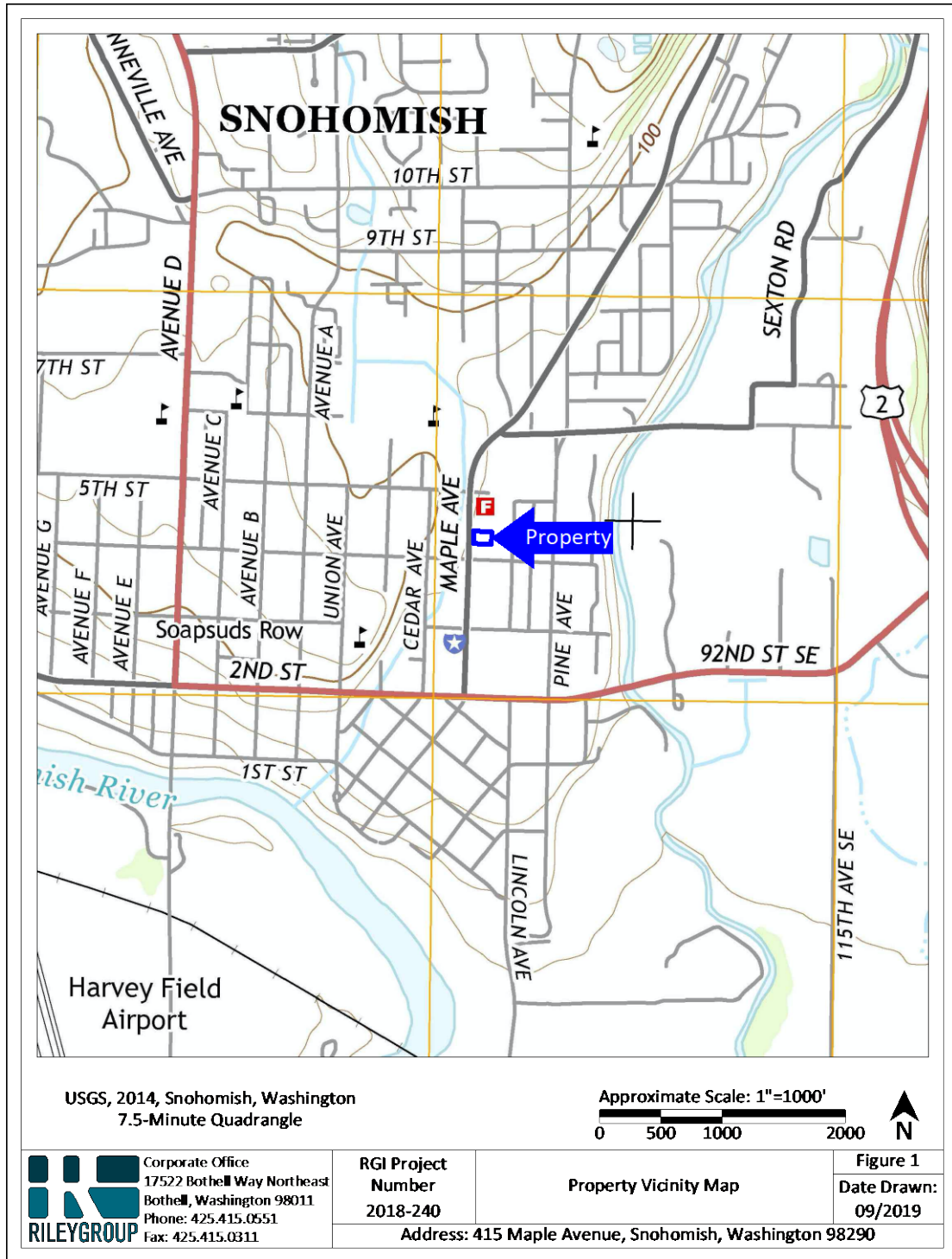


Figure 2:

Area for Inspection and Maintenance

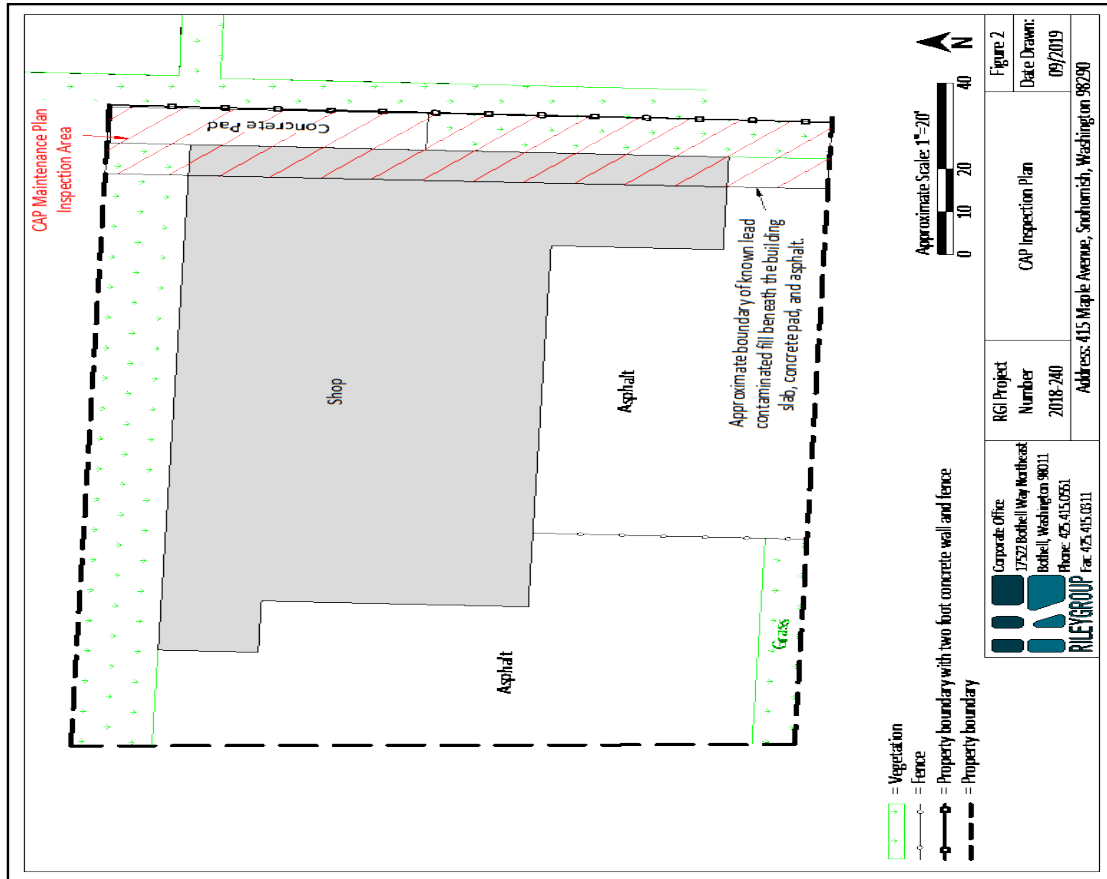


Exhibit A: Cap Inspection and Maintenance Log

Cap Inspection and Maintenance Log

