



202106100543

COVENANTS
Rec: \$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 | 3. _____ |
| 2. _____ | 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.

<p>Haggard Holdings, LLC 16702 65th Avenue Southeast Snohomish, WA 98296 (425) 238-8790 ryanh@haggardelectric.com lizah@haggardelectric.com (360) 668-9361</p>	<p>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</p>
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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.

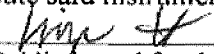
EXECUTED this 29 day of March, 2021.


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/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 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
Date

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 Carver
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 C

LOCATION OF CAP

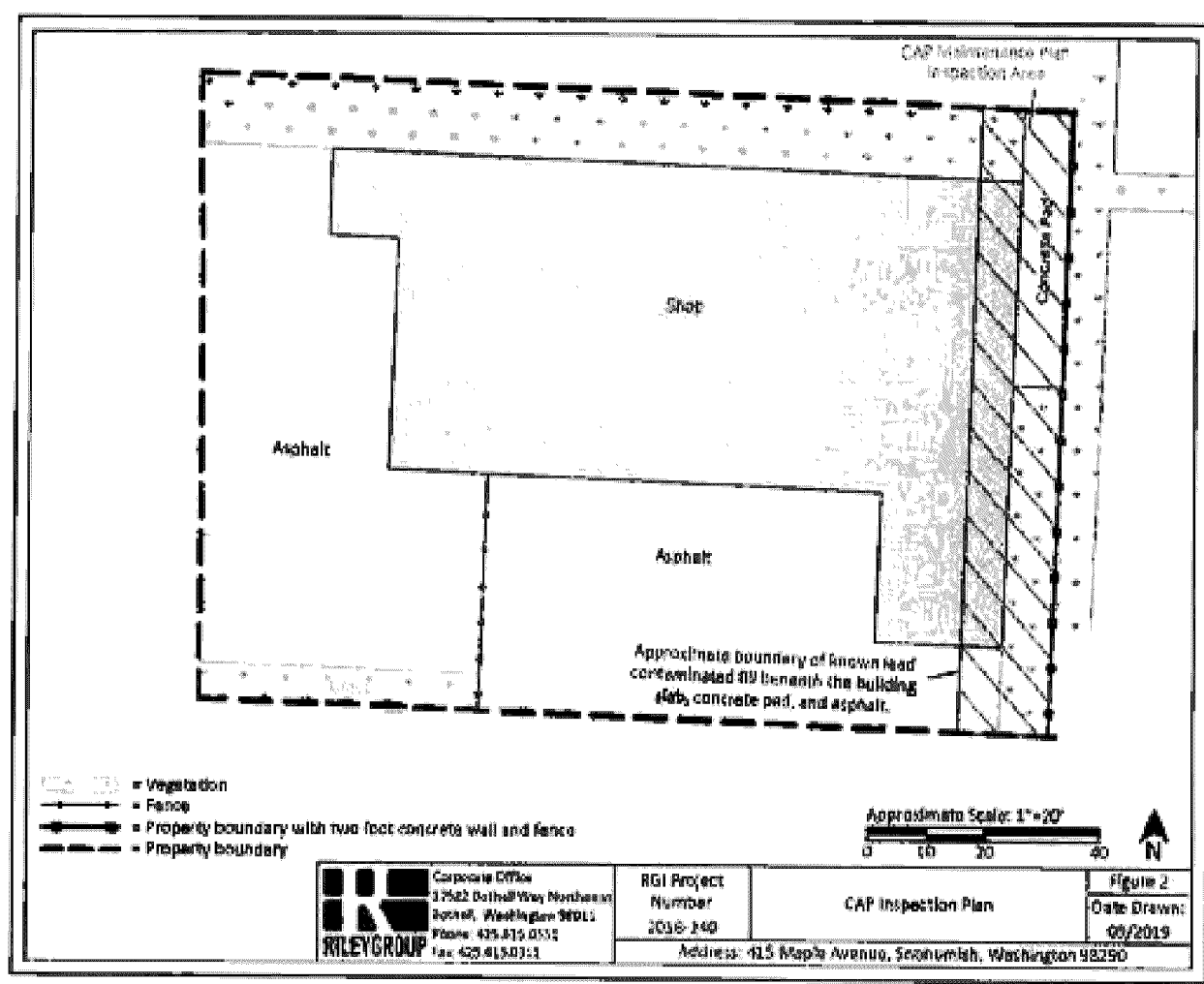



Exhibit D

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

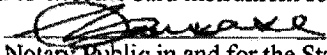
Title: SVP- Manager of Business Banking

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

