



After Recording Return  
Original Signed Covenant to:  
Christopher Maurer  
Toxics Cleanup Program  
Department of Ecology  
300 Desmond Drive SE  
Lacey, WA 98503  
PO Box 47600  
Olympia, WA 98504-7600

### Environmental Covenant

**Grantor:** LaBossier Family, L.L.C., a Washington limited liability company

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

**Brief Legal Description:** MC LAUGHLINS WATER FRONT ADD, Plat Block: 28,  
Plat Lot: 1-2-3-4, Seattle, King County, Washington

**Tax Parcel Nos.:** 5367203760

**Cross Reference:** Washington Dept. of Ecology Facility Site No. 93637295,  
Scougal Rubber Corp

### 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 legally described in Exhibit A, and illustrated in Exhibit B, both of which are attached (hereafter "Grantor's Property"). If there are differences between these two Exhibits, the legal description in Exhibit A shall prevail.

c. Grantor's Property is located to the west of neighbouring real property owned by Scougal Rubber Corporation, a Washington corporation ("Scougal" or alternatively the "Scougal Property"). Scougal is party to a Voluntary Clean-up Program with the Washington Department of Ecology, Facility Site # 93637295. Grantor is not a party to the Scougal Voluntary Clean-up program; however, as a neighbouring property owner, Scougal has approached Grantor and requested access to Grantor's Property to remediate portions of Grantor's Property, at Scougal's cost and expense, as part of Scougal's Voluntary Clean-up program with Ecology.

d. The Scougal 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
Groundwater	Trichloroethene, vinyl chloride

e. It is the purpose of this Covenant to restrict certain activities and uses of the Grantor's 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 Ecology.

f. 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

LaBossier Family, L.L.C as Grantor and owner of the Grantor's 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 run with the land.

#### 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. Preservation of Reference Monuments. If brought to Grantor's attention as to the location of markers and monuments, then Grantor shall make a good faith effort to preserve any reference monuments and boundary markers used to define the area to the extent of coverage of this Covenant. Should a monument or marker be damaged or destroyed neighbouring property owner Scougal is responsible replace the damaged or destroyed monument or marker.

**Section 2. Specific Prohibitions and Requirements.**

In addition to the general restrictions in Section 1 of this Covenant, so long as this Covenant is in place, the following additional specific restrictions and requirements shall apply to the Property.

a. Vapor/gas controls. The residual contamination on the Property includes trichloroethene in vapor below ground surface. As such, the following restrictions shall apply near the residual groundwater contamination within the area of the Property illustrated in Exhibit C to minimize the potential for exposure to these vapors:

1. No building or other enclosed structure shall be constructed within this area unless approved by Ecology. The existing building is an open warehouse type with positive pressure heating system in offices.
2. If a building or other enclosed structure is approved, it shall be constructed with a sealed foundation and a vapor control system that is operated and maintained to prevent the migration of vapors into the building or structure, unless an alternative approach is approved by Ecology.

b. Groundwater Use. The groundwater within the area of the Property illustrated in Exhibit C remains contaminated and shall not be extracted for any purpose other than temporary construction dewatering, investigation, monitoring or remediation. Drilling of a well for any water supply purpose is strictly prohibited. Groundwater extracted within this area for any purpose shall be considered potentially contaminated and any discharge of this water shall be done in accordance with state and federal law.

**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 prior written 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 fee interest within the area of the Property described and illustrated on Exhibit C, will:

- i. Provide written notice to Ecology of the intended conveyance 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:

**NOTICE: THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON [DATE] AND RECORDED WITH THE KING 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, 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 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) Scougal is responsible to take any actions to protect and secure the Grantor's Property.
- 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. Any change in this contact information shall be submitted in writing to all parties to this Covenant. 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.

LaBossier Family, LLC	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Clean-up Program P.O. Box 47600 Olympia, WA 98504 – 7600 (360) 407-6000 <a href="mailto:ToxicsCleanupProgramHQ@ecy.wa.gov">ToxicsCleanupProgramHQ@ecy.wa.gov</a>
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**Section 5. Modification or Termination.**

- a. When when groundwater monitoring data shows that the covenant is no longer needed, Ecology will work with Scougal and the LaBossier Family to have the covenant removed.
- b. 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.

c. 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.

d. 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.

#### **Section 6. Enforcement and Construction.**

a. 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.

b. Grantor and 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.

c. Scougal shall be responsible for all costs associated with implementation of this Covenant. Furthermore, the Scougal, 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.

d. 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.

e. 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 fee title to the Property and has authority to execute this Covenant.

EXECUTED this 5<sup>th</sup> day of August, 2021.

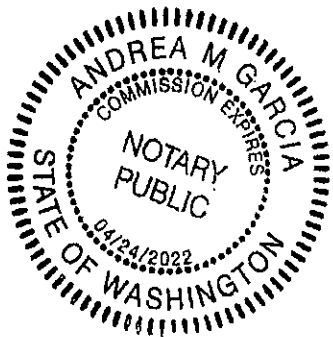
LABOSSIER FAMILY, L.L.C.,  
a Washington limited liability company

By: [Signature]  
Larry LaBossier  
Its: Manager

STATE OF WA  
COUNTY OF KING

On this 5<sup>th</sup> day of August, 2021, I certify that Larry LaBossier personally appeared before me, acknowledged that he/she is the \_\_\_\_\_ 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.

[Signature]  
Notary Public in and for the State of Washington <sup>15</sup>  
Residing at Seattle  
My appointment expires 4/24/2022



[ECOLOGY'S SIGNATURE BLOCK]

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

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

\_\_\_\_\_ [SIGNATURE] Barry Rogowski

by: \_\_\_\_\_ [PRINTED NAME] Barry Rogowski

Title: Section Manager

Dated: 4/14/21

STATE ACKNOWLEDGMENT

STATE OF Washington  
COUNTY OF Thurston

On this 14 day of April, 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 Cam  
Notary Public in and for the State of Washington

Residing at Thurston County

My appointment expires October 26, 2022

**Exhibit A**

**LEGAL DESCRIPTION**

MC LAUGHLINS WATER FRONT ADD, Plat Block: 28,  
Plat Lot: 1-2-3-4, Seattle, King County, Washington

**Exhibit B**

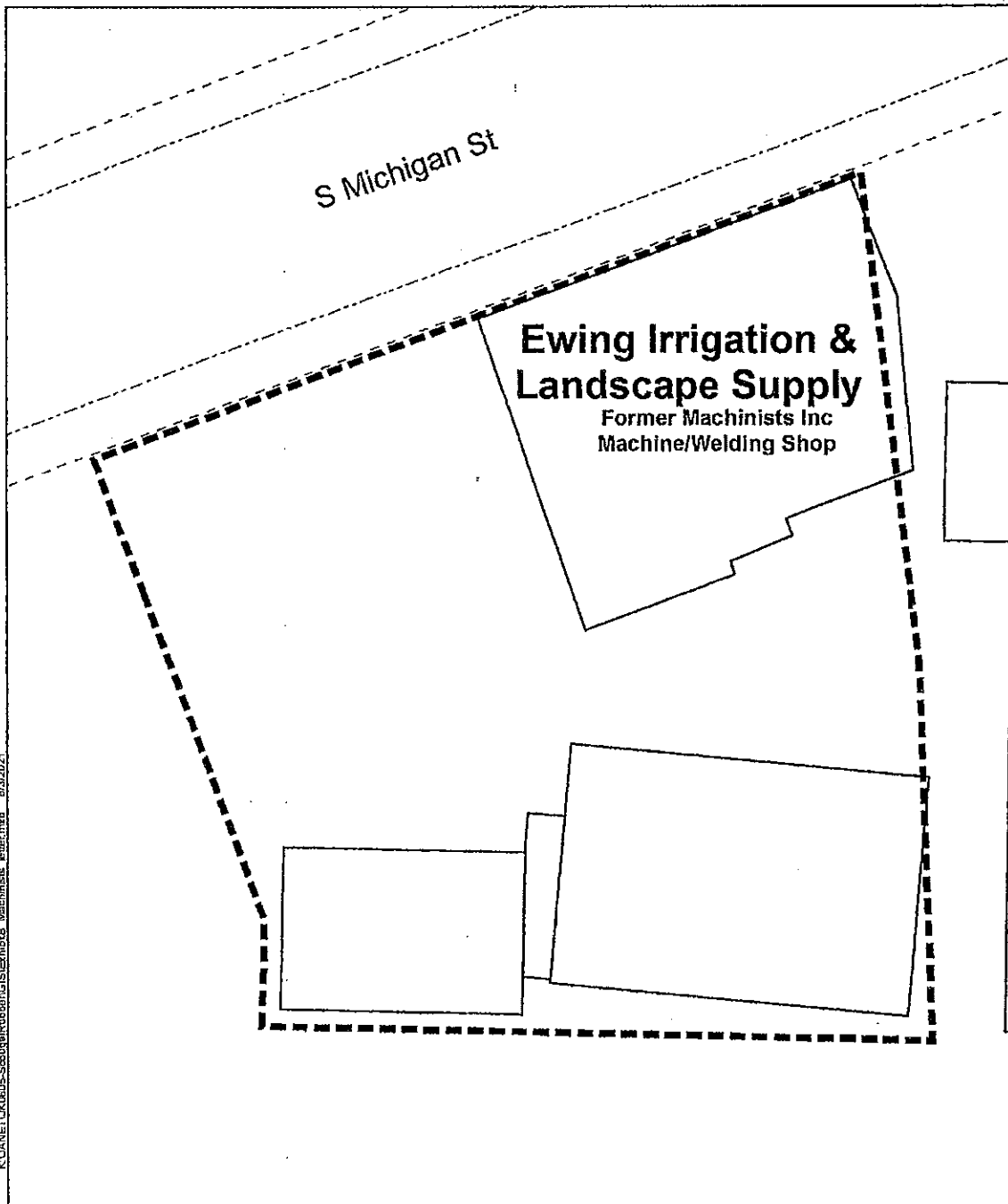
**PROPERTY MAP**

**(Attached)**

**Exhibit C**

**MAP ILLUSTRATING LOCATION OF RESTRICTIONS**

(Attached)



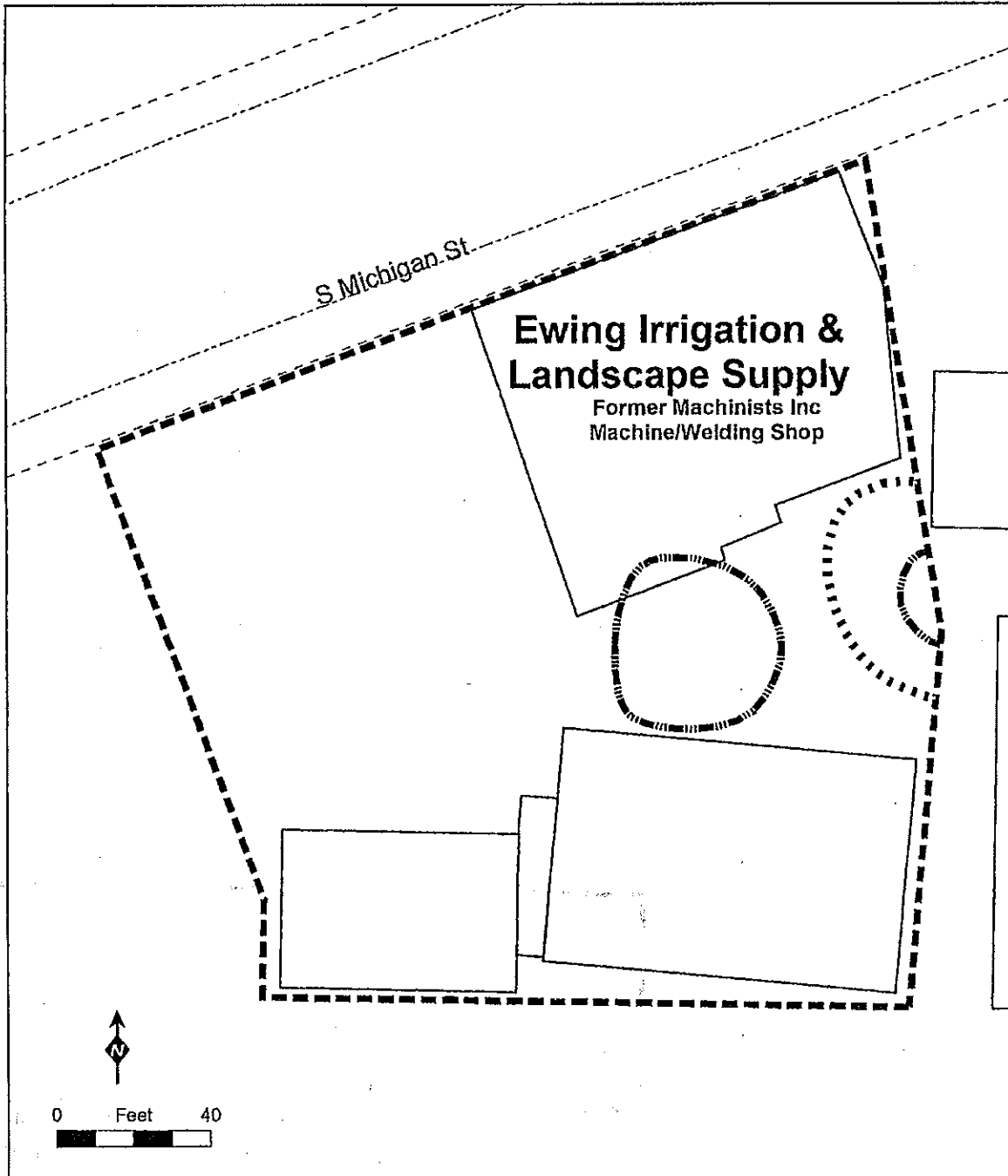
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----- Street Edge  
----- Sidewalk Edge  
[ ] Structures  
[---] Parcel No: 5367203760

0 Feet 40

Exhibit B  
LaBossier Family, LLC  
Property Map

**PgG**








-----	Street Edge		Parcel No: 5367203760	
-----	Sidewalk Edge		<b>Groundwater Restrictions</b>	
	Structures			Trichloroethene (TCE)
				Vinyl Chloride (VC)

Exhibit C  
Map Illustrating Location of  
Restrictions:  
Groundwater Only

PGG



The Director of Records & Licensing,  
King County, State of Washington do  
hereby certify the foregoing document  
is a true and correct copy of the  
document recorded in our office.

Witness my hand and official seal this  
18<sup>th</sup> day of August 20 21

Director of Records & Licensing,  
By Charles J. Green  
Deputy

Charles J. Green