



**STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY**

Northwest Region Office
PO Box 330316, Shoreline, WA 98133-9716 • 206-594-0000

Coulter Properties, LLC
c/o Joe Krivanek
1500 College Way, Ste A451
Mount Vernon, WA 98273-5637
joe@pwcteam.com

**RE: Non-Compliance with Terms of Environmental Covenant
North Cascade Ford Site, 116 West Ferry Street, Sedro Woolley WA 98284
Facility/Site No. 68313566; Cleanup Site No. 12075**

Dear Joe Krivanek:

This letter is directed to Coulter Properties, LLC as the Grantor of the Environmental Covenant (EC) on the properties that comprise this Site (attached), and to you as the Grantor's notification contact in the EC. Ecology was notified by the City of Sedro Woolley (City) on June 12, 2023 of the following regarding the Site:

- The Site had been used for the temporary processing and storage of used railroad ties, resulting in a Notice of Violation and Order from the City (attached).
- This activity left tie debris and soil on the Site and created potential adverse impacts on the stormwater collection system (see attached photos).

Ecology conferred with Maul Foster Alongi (MFA), the consultant who completed characterization and cleanup on the Site. Upon completion of a Site visit, MFA determined that at least one of the groundwater monitoring wells used to assess ongoing compliance with the EC had been damaged, and that other wells were buried under the debris and could not be found. In addition, the protective gravel cap covering Site areas of underlying contaminated soil had been fouled with tie debris.

Ecology has determined that the on-Site activities described above constitute the following violations of the EC and RCW 64.70, Uniform Environmental Covenants Act (UECA):

- Notification and written approval from the Department of Ecology (Ecology) was not provided prior to engagement of any activity on the Property that may impact or interfere with the remedial action completed on the Property (see Section 2.a of the EC). The remedial action is described in the Property No Further Action opinion letter issued by Ecology under the Voluntary Cleanup Program (attached).

- Prompt notification in writing to Ecology of the violation of the EC was not provided to Ecology (see Section 4.b of the EC).

Therefore, Ecology requires the following actions by Coulter Properties, LLC:

Action	Services Needed	Deadline
Find and assess the condition of 9 monitoring wells at the Site; remove monument covers and check well casings for damage and soil intrusion	Qualified environmental consultant	July 21, 2023
Prepare work plan (for Ecology review) for decommissioning of damaged wells and installation of new wells	Qualified environmental consultant	August 4, 2023
Prepare work plan (for Ecology review) for restoration of gravel cap over restricted area, as mapped in the EC	Qualified environmental consultant	August 4, 2023
Respond to Ecology comments on work plans	Qualified environmental consultant	September 1, 2023
Decommission and replace monitoring wells, per WAC 173-160	WA licensed driller, with oversight from qualified environmental consultant	September 29, 2023
Restore gravel cap	Contractor, with oversight from qualified environmental consultant	September 29, 2023
Submit completion report to Ecology, including well logs and Site maps	Qualified environmental consultant	October 27, 2023

Ecology requires a response to this letter by July 7, 2023.

Sincerely,



Michael R. Warfel, Site Manager michael.warfel@ecy.wa.gov
Toxics Cleanup Program, NWRO



cc: Kathryn Wyatt, AGO kathryn.wyatt@atg.wa.gov
Ivy Anderson, AGO ivy.anderson@atg.wa.gov
codeenforcement@ci.sedro-woolley.wa.us
David Lee dlee@sedro-woolley.gov
Nikki Thompson NikkiT@trustedguidancelaw.com
Kelly Coulter kelly@pwcteam.com
Travis Coulter travis@pwcteam.com
Tom Lane tlane@dwaynelane.com
Holly Stafford hstafford@chmelik.com
James Aiken jwaiken@aiken-lawgroup.com
Dale Johnson dnj@vnf.com
Robert Koury robert.koury@millernash.com
Steve Hill Steve.Hill@millernash.com
Michael Strahlman michael@akersrr.com
Dana Dixon dana@bai-environmental.com
Carolyn Wise cwise@maulfoster.com

Enclosures: City of Sedro Woolley Notice of Violation and Order dated May 1, 2023
Site Photos
Ecology Property No Further Action Opinion Letter dated January 24, 2023
(includes Environmental Covenant 202210190027 dated 10/19/2022)





SEDRO-WOOLLEY POLICE DEPARTMENT

Code Enforcement

325 Metcalf Street
Sedro-Woolley, WA 98284
Direct (360) 855-3211
Fax (360) 855-0196
Main (360) 855-0111
CodeEnforcement@sedro-woolley.gov

Service: Via USPS Certified/Return Receipt Mail and Posted on Site

NOTICE OF VIOLATION AND ORDER

Date of Notice: May 1, 2023

Addressed to: Coulter Properties LLC
1500 E. College Way, Suite A541
Mount Vernon, WA 98273

Second Chance Salvage LLC
1238 Warner Avenue North
Mahtomedia, MN 55115

Akers Railroad Holdings
559 Liberty Hill
Cincinnati, OH 45208

Michael Strahlman, Job Foreman
michael@akersrr.com

Location of Violation: 100/116 West Ferry Street, Sedro-Woolley, WA 98284

Skagit County Parcel ID: P77452, P77451, P77412, P77411, P77410

SWPD Case Number: 23-W02058

Pursuant to Sedro-Woolley Municipal Code (SWMC), International Property Maintenance Code (IPMC), and International Fire Code (IFC) adopted by SWMC Title 15:

THE CODE ENFORCEMENT OFFICIAL HAS DETERMINED THIS PROPERTY TO BE A PUBLIC NUISANCE.

On 04-26-2023, the City of Sedro-Woolley Building Official and Code Enforcement Officer responded to this property to investigate an unpermitted operation involving the importing, sorting, and exporting of used railroad ties. This property is a highly visible site and the gateway to the historic Sedro-Woolley downtown. The onsite foreman was contacted and advised that this type of use is not permitted in the Central Business District and is a violation of land use regulations. Additionally, there is no perimeter fencing or stormwater control, creating numerous potential safety hazards.

The onsite foreman was advised to immediately cease importing materials to the site, remove all existing materials, secure the site from entry by erecting perimeter fencing, clean up and restore the site to the condition that existed before this unpermitted use arrived, and comply with all stormwater compliance orders from the city Public Works/Engineering Department.

Additionally, the Sedro-Woolley Fire Department requires a minimum separation of twenty (20) feet between the stacked railroad ties to mitigate the fire hazard created by the storage of these combustible materials.

The violating conditions are regulated in the following sections of Sedro-Woolley Municipal Code:

SWMC Title 5	Business Licenses and Regulations
SWMC Title 8	Health and Safety
SWMC Title 15	Building and Construction
SWMC Title 17	Zoning
SWMC Title 18	Code Enforcement

Any person violating or failing to comply with the provisions of these titles shall be subject to the enforcement provisions contained in SWMC Title 18 Code Enforcement which may include the issuance of a notice of violation and order, entering into a voluntary compliance agreement, the issuance of a notice of civil infraction, the assessment of civil penalties, and an order of summary abatement.

SWMC Title 17 Zoning restricts certain land uses in the Central Business District, as follows:

SWMC 17.24.010(C)

Prohibited Uses. Adult entertainment establishments; heavy industrial uses as defined in Chapter 17.28; wireless communication towers.

SWMC Title 17 Zoning defines “heavy industrial uses” as:

SWMC 17.28.010(A)

Permitted Uses.

2. Industrial equipment, supplies, services, including storage;

SWMC 17.28.010(B)

Conditional Industrial Uses.

9. Garbage and/or recycling transfer stations or sorting facilities;

SWMC Title 8 Health and Safety, further defines these nuisance conditions:

SWMC 8.16.020(E)

The existence of any accumulation of materials or objects in a location when the same endangers property, safety or constitutes a fire hazard;

The aforementioned conditions are declared to constitute a public nuisance as defined by SWMC 8.16.020(E), and whenever the code enforcement official determines that any of these conditions exist upon any premises the officer may require or provide for the abatement thereof pursuant to SWMC Title 18 - Code Enforcement.

ACTIONS NECESSARY TO CORRECT THE VIOLATIONS

The property must be completely cleared of all violating conditions as described in detail in this notice, and of any additional violating conditions that may be discovered to exist upon the property as the result of any abatement and/or corrective actions that ensue.

**IN ORDER TO PREVENT THE ASSESSMENT OF CIVIL PENALTIES
AND/OR ABATEMENT BY THE CITY, THESE CORRECTIVE ACTIONS
MUST BE COMPLETED BY JUNE 1, 2023.**

SWMC Chapter 18.35.010 Assessment Schedule

Civil fines and civil penalties for civil code violations shall be imposed for remedial purposes and shall be assessed for each violation identified in a notice of violation, notice of infraction, stop work order or voluntary compliance agreement.

B. The maximum monetary penalty for each separate violation per day or portion thereof shall be as follows:

- 1. First day of each violation: \$100.00;*
- 2. Second day of each violation: \$200.00;*
- 3. Third day of each violation: \$300.00;*
- 4. Fourth day of each violation: \$400.00;*
- 5. Each additional day of each violation beyond four days: \$500.00 per day.*

C. The director or the Sedro-Woolley Municipal Court may suspend civil penalties if the person responsible for the code violation has entered into a voluntary compliance agreement. Penalties shall begin to accrue again pursuant to the terms of the voluntary compliance agreement if any necessary permits applied for are denied, canceled, or not pursued or if corrective action identified in the voluntary compliance agreement is not completed as specified.

(Note: Any permits that may be required to perform the above corrective action(s) must be obtained from the proper issuing agency.)

At the end of the above specified timeframe, a re-inspection of the property must be conducted to ensure that the necessary corrective or abatement actions have been completed. You must contact the code enforcement official to request a compliance inspection within the allotted timeframe.

Abatement procedures may also be implemented by the City if the necessary corrective actions have not been completed within the allotted timeframe. The person(s) responsible for the violation(s) will be charged with the costs associated with such an abatement procedure as authorized by SWMC Chapter 18.40.

If you choose to appeal the findings of this notice of violation and order, you must do so in writing, and within fifteen (15) calendar days of the service of this notice, as per the provisions set forth in the following:

18.15.040 Appeal Procedure:


A. An aggrieved person who desires to file an appeal of the director's action must do so pursuant to the provisions set forth in this section. The appellant shall file a written appeal to the director within the time period prescribed in Section 18.15.030 and shall pay fees as listed in the master fee schedule adopted by resolution of the city council. The written appeal shall contain the following information:

1. The names of all appellants participating in the appeal;
2. A brief statement of the specific director's action protested, together with any material facts claimed to support the contentions of the appellant;
3. A brief statement of the relief sought, and the reason why the protested action should be reversed, modified, or otherwise set aside;
4. The signatures of all parties named as appellants and their mailing addresses; and
5. The verification (by declaration under penalty of perjury) of at least one appellant as to the truth of the matters stated in the appeal.

NOTE: Sedro-Woolley Municipal Code does not permit the private removal of solid waste from within city limits and requires the city's solid waste utility to perform the removal and disposal of all garbage and refuse from any property within the corporate limits. For information regarding rates and dumpster sizes available for drop-off, please call (360) 855-1661.

The goal of the City is to identify civil code violations that are determined to be detrimental to the public health, safety and overall quality of our living environment. Your prompt cooperation would be greatly appreciated.

If you have any questions regarding this notice, please contact me directly at (360) 855-3211.



Officer L. Carr

Sedro-Woolley Police Code Enforcement

Cc: Mayor
City Administrator
City Attorney
Chief of Police
Fire Chief
Public Works Director







Electronic Copy

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Northwest Region Office

PO Box 330316, Shoreline, WA 98133-9716 • 206-594-0000

January 4, 2023

Dan Sims
VSF Properties, LLC
1615 S. Goldenrod Road
Mount Vernon, WA 98233
(dansims@simshonda.com)

RE: No Further Action opinion for the following Property associated with a contaminated Site

- **Site Name:** North Cascade Ford
- **Property Address:** 116 West Ferry Street, Sedro Woolley, WA 98284
- **Facility/Site No.:** 58313566
- **Cleanup Site No.:** 12075
- **VCP Project No.:** NW3031

Dear Dan Sims:

The Washington State Department of Ecology (Ecology) received your request for an opinion regarding the sufficiency of the Property cleanup associated with the North Cascade Ford facility (Site) under the [Voluntary Cleanup Program](#) (VCP).¹ This letter provides our opinion and analysis. We are providing this opinion under the authority of the Model Toxics Control Act (MTCA), [Chapter 70A.305 RCW](#).²

Opinion

Ecology has determined that no further remedial action is necessary at the Property to clean up contamination associated with the Site. However, further remedial action remains necessary elsewhere at the Site to clean up contamination.

This opinion depends on the continued performance and effectiveness of the post-cleanup controls and monitoring specified in this letter and in the environmental covenant in **Enclosure A**.

Ecology bases this opinion on an analysis of whether the remedial action meets the substantive requirements of MTCA and its implementing regulations, which are specified in Chapter 70A.305 RCW and [Chapter 173-340 WAC](#)³ (collectively called "MTCA").

¹ <https://ecology.wa.gov/Spills-Cleanup/Contamination-cleanup/Voluntary-Cleanup-Program>

² <https://app.leg.wa.gov/RCW/default.aspx?cite=70A.305>

³ <https://apps.leg.wa.gov/WAC/default.aspx?cite=173-340>

Property Description

This opinion applies only to the Property described in this section, which was affected by release(s) at the Site and addressed by your cleanup. The Property includes the following parcels of real property in Skagit County:

- P109239
- P77412
- P77451
- P77452
- P77493

The Property does not include the following right-of-way easements, which are located on those parcels:

- West Ferry Street

Enclosure B includes a legal description of the Property. **Enclosure C** includes a diagram that shows the relative locations of the Property and the Site.

Site Description

This opinion applies to only the Site described in this section. The Site is defined by the nature and extent of contamination associated with the following release(s):

- Petroleum hydrocarbons in the gasoline, diesel, and oil ranges (TPH-G, TPH-D, and TPH-O); benzene, toluene, ethylbenzene, and xylenes (BTEX); polychlorinated biphenyls (PCBs); carcinogenic polycyclic aromatic hydrocarbons (cPAHs); methylene chloride; arsenic; lead, and cadmium into the Soil.
- TPH-G, TPH-D, TPH-O, BTEX, cPAHs, chlorobenzene, 1,4-dichlorobenzene, and 1,2,3-trichloropropane into the Groundwater.
- **Enclosure C** includes the Site description, history, and diagrams.

This opinion does not apply to any other sites that may affect the Property. Please note that releases from multiple sites can affect a parcel of real property. At this time, Ecology has no information that other sites affect the Property.

Basis for the Opinion

Ecology bases this opinion on information in the documents listed in **Enclosure D**. You can request these documents by filing a [records request](#).⁴ For help making a request, contact the Public Records Officer at recordsofficer@ecy.wa.gov or call (360) 407-6040. Before making a request, check whether the documents are available on the [Site webpage](#).⁵

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

⁴ <https://ecology.wa.gov/About-us/Accountability-transparency/Public-records-requests>

⁵ <https://apps.ecology.wa.gov/cleanupsearch/site/12075>

Analysis of the Cleanup

Ecology has concluded that no further remedial action is necessary at the Property to clean up contamination associated with the Site. However, Ecology has also concluded that further remedial action is still necessary to clean up contamination elsewhere at the Site. Ecology bases its conclusions on the following analysis:

Characterizing the Site

Ecology has determined your completed Site characterization is sufficient for setting cleanup standards for the Site and selecting a cleanup action for the Property. **Enclosure C** describes the Site.

The lateral and vertical extent of soil and groundwater impacted by releases at the Site have been adequately defined per MTCA requirements by completion of Site investigations conducted from 2012 through 2022. Site data has been entered into the Ecology Environmental Information Management (EIM) electronic database.

Setting cleanup standards for the Site

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

Cleanup Levels

Soil

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

The Site is located in an area with limited terrestrial habitat and qualifies for a simplified terrestrial ecological evaluation (TEE). The results of the simplified TEE confirmed that soil cleanup levels protective of terrestrial species are not needed at this Site.

Because the Site is not an industrial property, soil cleanup levels for unrestricted land uses are appropriate. Groundwater at this Site has been impacted by the identified releases. MTCA Method A soil cleanup levels based on protection of groundwater are appropriate.

Groundwater

The highest beneficial use for groundwater under MTCA is considered to be as a drinking water source, unless it can be demonstrated that the groundwater is not potable. MTCA Method A groundwater cleanup levels are protective of potable use and are therefore the default. For contaminants that do not have Method A cleanup levels, Method B groundwater cleanup levels protective of potable use are appropriate.

Air

Air cleanup levels are considered necessary to protect against vapor intrusion into existing buildings on adjacent properties. Method B VI screening levels for groundwater are appropriate to assess the VI and air pathways.

Points of Compliance

Soil

The point of compliance for protection of groundwater is soils throughout the Site.

Groundwater

The standard point of compliance for groundwater is throughout the Site, from the uppermost level of the saturated zone extending vertically to the lowest depth that could potentially be affected.

Air

The point of compliance for air is ambient air throughout the Site.

Selecting the cleanup action for the Property

Ecology has determined the cleanup action you selected for the Property meets the substantive requirements of MTCA. The cleanup meets the minimum cleanup requirements and does not exacerbate conditions or preclude reasonable cleanup alternatives elsewhere at the Site. The selected cleanup action for the Property included the following elements:

- Removal of underground storage tanks (USTs) and hydraulic hoists, including excavation and off-Site disposal of contaminated soil, confirmation soil sampling, and incorporation of treatment compounds into excavation backfill;
- On-Site treatment of groundwater collected during dewatering of the UST excavations, and discharge by permit to the sanitary sewer; and
- Installation of replacement monitoring wells and groundwater sampling to assess effectiveness of the cleanup action.

Implementing the cleanup action

Ecology has determined your cleanup of the Property meets the standards set for the Site. This determination depends on the continued performance and effectiveness of the post-cleanup controls and monitoring specified in this letter. The Property cleanup consisted of:

- Removal of the following USTs and hydraulic hoists in 2016 and 2020:
 - 1,000-gallon gasoline UST;
 - 1,000-gallon heating oil UST;
 - 1,000-gallon UST, previously undiscovered and unknown contents; and
 - Two hydraulic hoists;

- Excavation of approximately 4,100 tons of petroleum-contaminated soil, followed by transport and off-Site disposal under appropriate permits;
- Collection and on-Site treatment of approximately 142,000 gallons of groundwater during UST removal, followed by discharge to the sanitary sewer;
- Incorporation of oxygen-release compound (ORC) pellets into UST excavation backfill;
- Placement of a 60-mil high-density polyethylene (HDPE) liner along the north wall of the excavation adjacent to BNSF property, to direct groundwater through the ORC-amended backfill on the Property; and
- Completion of eight quarterly groundwater sampling events from Site monitoring wells, to document a stable or decreasing contaminant plume and compliance with Method A cleanup levels on the Property.

Post-Cleanup Controls and Monitoring

Post-cleanup controls and monitoring are remedial actions performed to ensure compliance with cleanup standards. Ecology is issuing this Property No Further Action opinion based on the continued performance and effectiveness of the following post-cleanup remedial actions on the Property. Ecology may rescind this opinion if these remedial actions are not performed or are not effective in maintaining cleanup standards.

Compliance with institutional controls

Institutional controls prohibit or limit activities that may interfere with the integrity of engineered controls or result in exposure to contamination. The following site-specific institutional controls are required on the Property:

- Containment of soil: The remedial action for the Property is based on containing contaminated soil (associated with former coal storage) under a cap consisting of asphalt or gravel. Therefore, restrictions apply within the Property to assure that containment of contaminated soil is maintained.
- Stormwater facilities: To minimize the potential for mobilization of contaminants remaining in the soil and groundwater on the Property, no stormwater infiltration facilities or ponds shall be constructed on restricted areas of the Property.
- Groundwater use: The groundwater beneath the Property shall not be extracted for any purpose other than investigation, monitoring, or remediation.

To implement the controls, you recorded an environmental covenant on the following parcels of real property in Skagit County:

- P109239
- P77412
- P77451
- P77452
- P77493

Ecology approved and signed the recorded environmental covenant as Grantee (see **Enclosure A**). To amend or terminate the covenant, you must request additional review under the VCP, per [Toxics Cleanup Program Procedure 440C](#).⁶

Operation and maintenance of engineered controls

Engineered controls prevent or limit movement of, or exposure to, contamination. The Property the following engineered control is required on the Property:

- Containment of soil: The asphalt or gravel cap over the former coal storage areas prevents contact with underlying soils contaminated with coal.

Ecology has determined the operation and maintenance provisions for this engineered control, specified in section 2(a) of the environmental covenant (**Enclosure A**), meet the substantive requirements of MTCA

Performance of confirmational monitoring

Confirmational groundwater monitoring is needed on the Property to confirm the long-term effectiveness of the cleanup action. Ecology will evaluate the monitoring data during periodic reviews of post-cleanup conditions. Ecology has determined the groundwater monitoring plan you submitted meets the substantive requirements of MTCA. **Enclosure A** includes this plan as an exhibit to the environmental covenant.

Periodic review of post-cleanup conditions

Ecology will conduct periodic reviews of post-cleanup conditions at the Property to evaluate whether they remain protective of human health and the environment. Based on a periodic review, if Ecology determines the Property needs further remedial action, Ecology will rescind this opinion.

Listing of the Site

Based on this opinion, Ecology will update the Site status on its contaminated site database. However, because further remedial action is still necessary elsewhere at the Site, Ecology will not remove the Site from its lists of contaminated sites. Furthermore, the Property will remain listed as part of the Site because the Property cleanup does not change Site boundaries.

⁶ <https://apps.ecology.wa.gov/publications/SummaryPages/1509057.html>

Limitations of the Opinion

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**:

- Change the boundaries of the Site.
- Resolve or alter a person's liability to the state.
- 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 70A.305.040\(4\)](#).⁷

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 70A.305.080](#)⁸ and [WAC 173-340-545](#).⁹

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 70A.305.170\(6\)](#).¹⁰

Termination of Agreement

Thank you for cleaning up the Property under the VCP process. This opinion terminates the VCP Agreement governing VCP Project No. NW3031. If you should decide to clean up the remainder of the Site, you can re-apply and request additional services under the VCP.

Questions

If you have any questions about this opinion or the termination of the Agreement, please contact me by phone at (425) 324-1892 or email at michael.warfel@ecy.wa.gov.

Sincerely,



Michael R. Warfel, VCP Site Manager
Toxics Cleanup Program, NWRO

⁷ <https://app.leg.wa.gov/RCW/default.aspx?cite=70A.305.040>

⁸ <https://app.leg.wa.gov/RCW/default.aspx?cite=70A.305.080>

⁹ <https://apps.leg.wa.gov/WAC/default.aspx?cite=173-340-545>

¹⁰ <https://app.leg.wa.gov/RCW/default.aspx?cite=70A.305.170>

Dan Sims

January 4, 2023

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Enclosures (4):

- A – Environmental Covenant for Institutional Controls
- B – Property Legal Description
- C – Site Description, History, and Diagrams
- D – Basis for the Opinion: List of Documents

cc:

Travis Coulter, Coulter Properties LLC (info@pwcteam.com)
Carolyn Wise, Maul Foster Alongi, (cwise@maulfoster.com)
Holly M. Stafford, Chmelik Sitkin & Davis P.S. (hstafford@chmelik.com)
Steven F. Hill, Miller Nash LLP (Steve.Hill@millernash.com)
Candy Marine, 116 West Ferry Street, LLC (cmarine@dwaynelane.com)
John Coleman, AICP, City of Sedro Woolley Planning Director (jcoleman@sedro-woolley.gov)
Sonia Fernandez, Ecology VCP Coordinator(sonia.fernandez@ecy.wa.gov)
Tra Thai, Ecology VCP Operating Budget Analyst (tra.thai@ecy.wa.gov)

Enclosure A

Environmental Covenant for Institutional Controls

After Recording Return
Original Signed Covenant to:

Michael Warfel
Toxics Cleanup Program
Department of Ecology
Northwest Regional Office
15700 Dayton Ave N
Shoreline, WA 98133

Environmental Covenant

Grantor: Coulter Properties, LLC

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

Abbreviated Legals: 2 PARCELS LAND SIT NE ¼ SW ¼ SCT 24 TWN 35 N
PTN NW ¼ SW ¼ SCT 24, TWNS 35N, RNG 4E, W.M.
BLK 1 TOWN OF WOOLLEY ACC TO PLAT REC
PT BLK 1 TOWN OF WOOLLEY, ACC TO REC PLT
LOTS 7 – 11 INC BLK 7, TOWN OF WOOLLEY

C16334
1st AM

[Full legal descriptions set forth in Exhibit A]

Tax Parcel Nos. P109239 / 350424-3-082-0200
P77412 / 4176-011-900-0107
P77451 / 4177-001-006-0001
P77452 / 4177-001-011-0004
P77493 / 4177-007-011-0001

THIS DOCUMENT IS RECORDED
AS A COURTESY ONLY.
FIRST AMERICAN TITLE INSURANCE CO.
ASSUMES NO LIABILITY FOR
SUFFICIENCY, VALIDITY OR ACCURACY

RECITALS

- a. This document is an environmental (restrictive) covenant (hereafter, this "Covenant"), executed pursuant to the Model Toxics Control Act ("MTCA"), chapter 70A.305 RCW, and the 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 **North Cascade Ford, Facility Site ID 58313566**, Cleanup Site ID 12075, Voluntary Cleanup Program #NW3031. The Property is legally described in Exhibit A, and illustrated in Exhibit B, both of which are attached (hereafter, the "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:

After Recording Return
Original Signed Covenant to:

Michael Warfel
Toxics Cleanup Program
Department of Ecology
Northwest Regional Office
15700 Dayton Ave N
Shoreline, WA 98133

Environmental Covenant

Grantor: Coulter Properties, LLC

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

Abbreviated Legals: 2 PARCELS LAND SIT NE ¼ SW ¼ SCT 24 TWN 35 N
PTN NW ¼ SW ¼ SCT 24, TWNS 35N, RNG 4E, W.M.
BLK 1 TOWN OF WOOLLEY ACC TO PLAT REC
PT BLK 1 TOWN OF WOOLLEY, ACC TO REC PLT
LOTS 7 – 11 INC BLK 7, TOWN OF WOOLLEY

CM6334

1st AM

[Full legal descriptions set forth in Exhibit A]

Tax Parcel Nos. P109239 / 350424-3-082-0200
P77412 / 4176-011-900-0107
P77451 / 4177-001-006-0001
P77452 / 4177-001-011-0004
P77493 / 4177-007-011-0001

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RECITALS

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- b. The Property that is the subject of this Covenant is part or all of a site commonly known as **North Cascade Ford, Facility Site ID 58313566**, Cleanup Site ID 12075, Voluntary Cleanup Program #NW3031. The Property is legally described in Exhibit A, and illustrated in Exhibit B, both of which are attached (hereafter, the "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	Arsenic, cadmium, lead, carcinogenic polycyclic aromatic hydrocarbons, and naphthalenes
Groundwater	Petroleum (including diesel-range organics and lube oil-range organics)

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. This Covenant includes the following Exhibits:

Exhibit A – Legal Descriptions

Exhibit B – Property Map

Exhibit C – Maps Illustrating Locations of Restrictions

Exhibit D – Subordination Agreement

Exhibit E – Confirmational Groundwater Monitoring Plan

Records describing the extent of residual contamination and remedial actions conducted are available through Ecology. This includes the following documents:

MFA. 2015. Preliminary remedial investigation and feasibility study, North Cascade Ford property, Sedro-Woolley, Washington. Maul Foster & Alongi, Inc., Bellingham, Washington. December 9.

MFA. 2016. Interim remedial action completion report, North Cascade Ford property, Sedro-Woolley, Washington. Maul Foster & Alongi, Inc., Bellingham, Washington. November 8.

MFA. 2018. Feasibility study addendum, North Cascade Ford property, Sedro-Woolley, Washington. Maul Foster & Alongi, Inc., Bellingham, Washington. November 21.

MFA. 2020a. Groundwater compliance monitoring plan, North Cascade Ford property, Sedro-Woolley, Washington. Prepared for VSF Properties, LLC. Prepared by Maul Foster & Alongi, Inc., Bellingham, Washington. July 8.

MFA. 2020b. Remedial action completion report, North Cascade Ford property, Sedro-Woolley, Washington. Prepared for VSF Properties, LLC. Prepared by Maul Foster & Alongi, Inc., Bellingham, Washington. July 13.

MFA. 2020c. Memorandum (re: Addendum to Groundwater Compliance Monitoring Plan, North Cascade Ford Property, 116 W. Ferry Street, Sedro-Woolley, Washington,

Facility Site ID: 58313566; Cleanup Site ID: 12075) to M. Warfel, Washington State Department of Ecology, from J. Maul, Maul Foster & Alongi, Inc., Bellingham, Washington. August 10.

MFA. 2020-2022. First through Sixth Quarterly Compliance Groundwater Monitoring Event Reports, North Cascade Ford. 11/24/20, 1/26/21, 4/8/21, 8/9/21, 11/12/21, 1/25/22, and 4/4/2022.

- 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

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

Section 1. General Restrictions and Requirements.

The following general restrictions and requirements shall apply to the Property:

- a. **Interference with Remedial Action.** 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.** 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.** 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 thirty (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. Containment of Soil/Waste Materials.

The remedial action for the Property subject to this Covenant is based on containing contaminated soil associated with coal under a cap consisting of asphalt or gravel and located as illustrated in Exhibit C. The primary purpose of this cap is to minimize the potential for contact with contaminated soil, minimize leaching of contaminants to groundwater, and prevent runoff from contacting contaminated soil. As such, the following restrictions shall apply only within the "Coal Residue Areas" illustrated in Exhibit C:

Any activity on the Property that will compromise the integrity of the cap including: drilling; digging; piercing the cap with sampling device, post, stake or similar device; grading; excavation; installation of underground utilities; removal of the cap; or, application of loads in excess of the cap load bearing capacity, is prohibited without prior written approval by Ecology. Grantor shall report to Ecology within forty-eight (48) hours of the discovery of any damage to the cap. Unless an alternative plan has been approved by Ecology in writing, Grantor shall promptly repair the damage and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.

Grantor covenants and agrees that it shall annually, or at another time as approved in writing by Ecology, inspect the cap and report within thirty (30) days of the inspection the condition of the cap and any changes to the cap that would impair its performance.

b. Stormwater Facilities.

To minimize the potential for mobilization of contaminants remaining in the soil and groundwater on the Property, no stormwater infiltration facilities or ponds shall be constructed within the areas of the Property illustrated in Exhibit C. All stormwater catch basins, conveyance systems, and other appurtenances located in this area shall be of water-tight construction.

c. Groundwater Use.

The groundwater beneath the area of the Property illustrated in Exhibit C may remain 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 from 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.

d. Groundwater Monitoring.

Several groundwater monitoring wells are located on the Property to monitor the performance of the remedial action. The Confirmational Groundwater Monitoring Plan for the remedial action is attached as Exhibit E. While monitoring is ongoing, Grantor shall maintain clear access to monitoring wells and protect them from damage. Grantor shall report to Ecology within forty-eight (48) hours of the discovery of any damage to any monitoring well. Unless Ecology approves of an alternative plan in writing, Grantor shall promptly repair the damage and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.

Section 3. Access.

- a.** Grantor shall maintain clear access to all remedial action components necessary to construct, operate, inspect, monitor and maintain the remedial action.
- b.** Grantor freely and voluntarily grants Ecology and its authorized representatives, upon reasonable notice, the right to enter the Property at reasonable times to evaluate the effectiveness of this Covenant and associated remedial actions, and enforce compliance with this Covenant and those actions, including the right to take samples, inspect any remedial actions conducted on the Property, and to inspect related records.
- c.** No right of access or use by a third party to any portion of the Property is conveyed by this instrument.

Section 4. Notice Requirements.

- a. Conveyance of Any Interest.** Grantor, when conveying any interest within the area of the Property described and illustrated in Exhibit B and Exhibit C, including but not limited to title, easement, leases, and security or other interests, must:
 - 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 SKAGIT 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 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) resulting in a violation of this Covenant, Grantor is authorized to respond to such an event in accordance with state and federal law. Grantor must notify Ecology in writing of the event and response actions planned or taken as soon as practical but no later than within twenty-four (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. 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.

Coulter Properties, LLC c/o Joe Krivanek 1500 E. College Way, Ste A451 Mount Vernon, WA 98273-5637 [Please insert phone number]	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 Olympia, WA 98504-7600 (360) 407-7170
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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, this 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 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.

Section 6. Enforcement and Construction.

- a. This Covenant is being freely and voluntarily granted by 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 this 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. Grantor shall be responsible for all costs associated with implementation of this Covenant. Furthermore, 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 it holds the title to the Property and has authority to execute this Covenant.

EXECUTED this 15th day of August, 2022.

Coulter Properties, LLC

By: 

Title: Mgr

STATE OF Washington
COUNTY OF Skagit

On this 15th day of August, 2022, I certify that
Travis Coulter personally appeared before me, acknowledged that he/she is the
Manager of the limited liability company 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.



Elizabeth Hammack

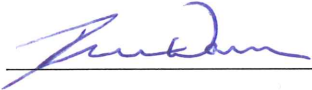
Notary Public in and for the State of Washington

Residing at Mount Vernon, WA

My appointment expires 9-21-2022

The Department of Ecology hereby accepts the status as Grantee and holder of the above Environmental Covenant pertaining to the North Cascade Ford Site, Ecology Facility ID 58313566, Cleanup Site ID 12975, Voluntary Cleanup Program #NW3031.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY



By: ROBERT WARREN

Title: REGION SECTION MANAGER

Dated: 9/15/22

Exhibit A

LEGAL DESCRIPTIONS

P109239 / 350424-3-082-0200

(0.5300 ac) TWO PARCELS OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., SEDRO WOOLLEY, SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS, TO-WIT: PARCEL 1: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF FERRY STREET WITH THE CENTERLINE OF 40.0 FOOT WIDE EASTERN AVENUE, VACATED BY THE CITY COUNCIL OF THE CITY OF SEDRO WOOLLEY BY RESOLUTION #101, DULY PASSED AND ADOPTED ON OCTOBER 27, 1930; THENCE NORTHERLY ALONG THE CENTERLINE OF VACATED EASTERN AVENUE 170.0 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF NORTHERN AVENUE, ACCORDING TO THE OFFICIAL PLAT OF SEDRO WOOLLEY, AS FILED IN THE COUNTY AUDITOR'S OFFICE IN SKAGIT COUNTY, WASHINGTON; THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF NORTHERN AVENUE 20.3 FEET TO THE EASTERLY LINE OF SAID VACATED EASTERN AVENUE, ALSO BEING ON THE WESTERLY LINE OF BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY NORTHERN PACIFIC RAILWAY COMPANY) 100.0 FOOT WIDE RIGHT OF WAY, BEING A PORTION OF THE SAME PROPERTY AS DESCRIBED IN WARRANTY DEED FROM PHILIP A WOOLLEY AND KATE WOOLLEY DATED APRIL 18, 1890, AND FILED FOR RECORD APRIL 25, 1890 IN VOLUME 10 OF DEEDS, PAGE 450 OF THE RECORDS OF SAID COUNTY; THENCE NORTHERN ALONG SAID WESTERLY RIGHT OF WAY LINE 42.39 FEET TO THE NORTHERLY LINE OF SAID NORTHERN AVENUE, AND BEING 50.0 FEET SOUTHERLY, AS MEASURED AT RIGHT ANGLES FROM BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY GREAT NORTHERN RAILWAY COMPANY) MAIN TRACK CENTERLINE OF THE BURLINGTON TO CONCRETE, WASHINGTON BRANCH LINE, AS ORIGINALLY LOCATED AND CONSTRUCTED; THENCE EASTERLY ALONG SAID NORTHERN LINE OF NORTHERN AVENUE 26.49 FEET TO A POINT BEING 25.0 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID RAILROAD COMPANY'S 100.0 FOOT WIDE RIGHT OF WAY; THENCE SOUTHERLY ALONG A LINE DRAWN PARALLEL WITH THE CENTERLINE OF SAID 100.0 FOOT WIDE RIGHT OF WAY 220.0 FEET, MORE OR LESS, TO THE SAID NORTH LINE OF FERRY STREET; THENCE WESTERLY ALONG SAID NORTH LINE OF FERRY STREET 45.69 FEET TO THE POINT OF BEGINNING; ALSO TOGETHER WITH 'PARCEL 2': BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WOODWORTH STREET WITH THE CENTERLINE OF 40.0 FOOT WIDE EASTERN AVENUE, VACATED BY THE CITY COUNCIL OF THE CITY OF SEDRO WOOLLEY BY RESOLUTION #101 DULY PASSED AND ADOPTED ON OCTOBER 27, 1930; THENCE NORTHERLY ALONG THE CENTERLINE OF VACATED EASTERN AVENUE 219.3 FEET MORE OR LESS, TO THE SOUTH LINE OF 80.0 FOOT WIDE FERRY STREET; THENCE EASTERLY ALONG SAID SOUTH LINE OF FERRY STREET 45.69 FEET TO A POINT BEING 25.0 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF

BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY NORTHERN PACIFIC RAILWAY COMPANY) 100.0 FOOT WIDE RIGHT OF WAY, BEING A PORTION OF THE SAME PROPERTY AS DESCRIBED IN WARRANTY DEED FROM PHILLIP A WOOLLEY AND KATE WOOLLEY DATED APRIL 18, 1890 AND FILED FOR RECORD APRIL 25, 1890 IN VOLUME 10 OF DEEDS, PAGE 450 OF THE RECORDS OF SAID COUNTY; THENCE SOUTHERLY ALONG A LINE DRAWN PARALLEL WITH THE CENTERLINE OF SAID 100.0 FOOT WIDE RIGHT OF WAY 219.3 FEET, MORE OR LESS, TO THE SAID NORTH LINE OF WOODWORTH STREET; THENCE WESTERLY ALONG SAID NORTH LINE OF WOODWORTH STREET 45.69 FEET TO THE POINT OF BEGINNING.

P77412 / 4176-011-900-0107

THAT PORTION OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., AND LOTS 1 AND 2, BLOCK 1, "TOWN OF WOOLLEY", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 92, RECORDS OF SKAGIT COUNTY, WASHINGTON AND OF VACATED STREETS ADJOINING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF FERRY STREET, 361.5 FEET EAST OF THE SOUTHWEST CORNER OF BLOCK 11, "WEST ADDITION TO THE TOWN OF WOOLLEY, SKAGIT COUNTY, WASHINGTON", ACCORDING TO THE PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 89, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE EAST ALONG THE NORTH LINE OF FERRY STREET 125 FEET; THENCE NORTH TO THE SOUTH LINE OF THE SEATTLE & NORTHERN RAILWAY RIGHT-OF-WAY AS SHOWN ON SAID PLAT; THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE TO A POINT DUE NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH TO THE PLACE OF BEGINNING.

P77451 / 4177-001-006-0001

THAT PART OF BLOCK 1, "TOWN OF WOOLLEY", ACCORDING TO THE PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 92, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND OF THE VACATED STREETS ADJOINING, AND VACATED ALLEY THROUGH SAID BLOCK, THAT HAVE REVERTED BY PROCESS OF LAW, LYING WITHIN THE FOLLOWING BOUNDARIES: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID BLOCK 1, WHICH IS 486.5 FEET EAST OF THE SOUTHWEST CORNER OF BLOCK 11, "WEST ADDITION TO WOOLLEY", THENCE EAST ALONG THE SOUTH LINE OF SAID BLOCK 1 TO THE EAST LINE OF ALLEY AS PLATTED IN SAID BLOCK 1, "TOWN OF WOOLLEY"; THENCE NORTH AT RIGHT ANGLES FROM THE SOUTH LINE OF SAID BLOCK TO THE SOUTH LINE OF THE GREAT NORTHERN RAILROAD RIGHT-OF-WAY; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY TO INTERSECT WITH A LINE RUNNING NORTH FROM THE POINT OF BEGINNING AND AT RIGHT ANGLES TO THE SOUTH LINE OF SAID BLOCK; THENCE SOUTH TO THE POINT OF BEGINNING.

P77452 / 4177-001-011-0004

THAT PART OF BLOCK 1 "TOWN OF WOOLLEY", ACCORDING TO THE RECORDED PLAT THEREOF IN THE OFFICE OF THE AUDITOR OF SKAGIT COUNTY, WASHINGTON, IN VOLUME 2 OF PLATS, PAGE 92, AND OF THE VACATED STREETS ADJOINING AND VACATED ALLEY THROUGH SAID BLOCK, THAT HAVE REVERTED BY PROCESS OF LAW, LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARIES: BEGINNING AT A POINT 586.5 FEET EAST OF THE SOUTHWEST CORNER OF BLOCK 11, OF "WEST ADDITION TO WOOLLEY, SKAGIT COUNTY, WASH." ACCORDING TO THE RECORDED PLAT THEREOF IN THE OFFICE OF THE AUDITOR OF SKAGIT COUNTY, WASHINGTON IN VOLUME 2 OF PLATS, PAGE 89, AND ON THE SOUTH LINE OF BLOCK 1 OF THE "TOWN OF WOOLLEY"; THENCE RUNNING NORTH TO THE SOUTH LINE OF THE RIGHT-OF-WAY OF THE SEATTLE AND NORTHERN RAILWAY COMPANY; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY TO A POINT 20 FEET WEST OF THE WEST LINE OF THE ORIGINAL RIGHT-OF-WAY OF NORTHERN PACIFIC RAILWAY CO.; THENCE SOUTH PARALLEL TO AND 20 FEET DISTANT FROM THE WEST LINE OF THE ORIGINAL RIGHT-OF-WAY OF THE NORTHERN PACIFIC RAILWAY CO. TO THE NORTH LINE OF FERRY STREET; THENCE WEST ALONG THE NORTH LINE OF FERRY STREET AND ALONG THE SOUTH LINE OF BLOCK 1 OF SAID "TOWN OF WOOLLEY", TO THE PLACE OF BEGINNING; EXCEPT THAT PORTION THEREOF LYING WEST OF THE EAST LINE OF ALLEY AS PLATTED IN BLOCK 1, "TOWN OF WOOLLEY".

P77493 / 4177-007-011-0001

LOTS 7 THROUGH 11, INCLUSIVE, BLOCK 7, "TOWN OF WOOLLEY", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 92, RECORDS OF SKAGIT COUNTY, WASHINGTON. TOGETHER WITH THE WEST ½ OF THAT PORTION OF VACATED EASTERN AVENUE LYING WEST OF THE NORTHERN PACIFIC RIGHT-OF-WAY AND DIRECTLY EAST OF SAID BLOCK 7 WHICH HAS REVERTED TO SAID PREMISES UNDER OPERATION OF LAW.

Exhibit B



Figure 1
Property Location
 North Cascade Ford Property
 Sedro-Woolley, Washington

- Legend**
- Monitoring Well
 - BNSF Railroad Centerline
 - Environmental Covenant Property
 - Parcels
 - Skagit County Parcel
 - Property Parcel
 - BNSF-owned Parcel

Notes:
 The surveyed property parcel boundaries do not coincide with the adjacent parcel boundaries obtained from Skagit County; therefore, there is an overlap between the Property and BNSF parcels.
 BNSF = Burlington Northern Santa Fe Railway.
 Property = North Cascade Ford Property.

Sources:
 Aerial photograph obtained from ArcGIS Online.
 Property parcel boundaries surveyed by Wilson.
 Adjacent parcel boundaries obtained from Skagit County.



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Exhibit C

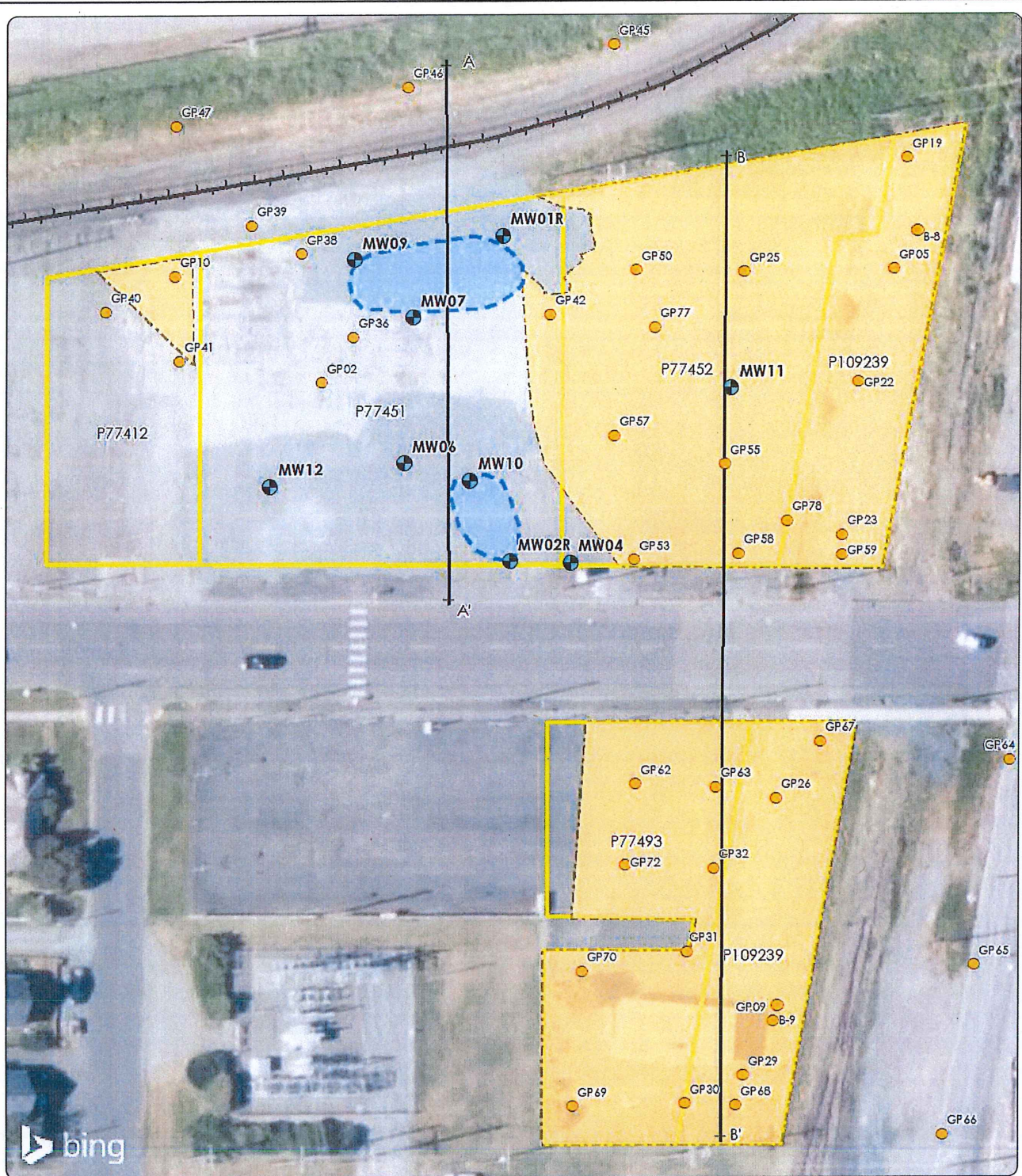
Path: X:\0747\01\13\Fig3_EstimatedHorizontalCoalResidue.mxd

Print Date: 2/9/2022

Revised By:

Produced By: abhiv

Project:



Sources:
Aerial photograph obtained from Bing via
ArcGIS Online.
Property parcel boundaries surveyed by
Wilson Engineering, LLC.

MAULFOSTER ALONGI
p. 971 544 2139 | www.maulfooster.com

This product is for informational purposes and may not have been prepared for, or be suitable for, legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

- Monitoring Well
- Boring Location
- Cross Section
- BNSF Railroad Centerline
- Parcels Subject to Environmental Covenant

Legend

- Estimated Extent of Petroleum Impacts in Groundwater (Areas subject to restrictions in Section 2 Subsection C of the Environmental Covenant)
- Coal Residues Area (Areas subject to restrictions in Section 2 Subsection A of the Environmental Covenant)

Figure 2
Estimated Horizontal Extent of Residual Contamination
North Cascade Ford Property
Sedro-Woolley, Washington

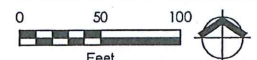


Figure 3
Geologic Cross Section A-A'
North Cascade Ford Property
116 West Ferry Street, Sedro-Woolley, Washington

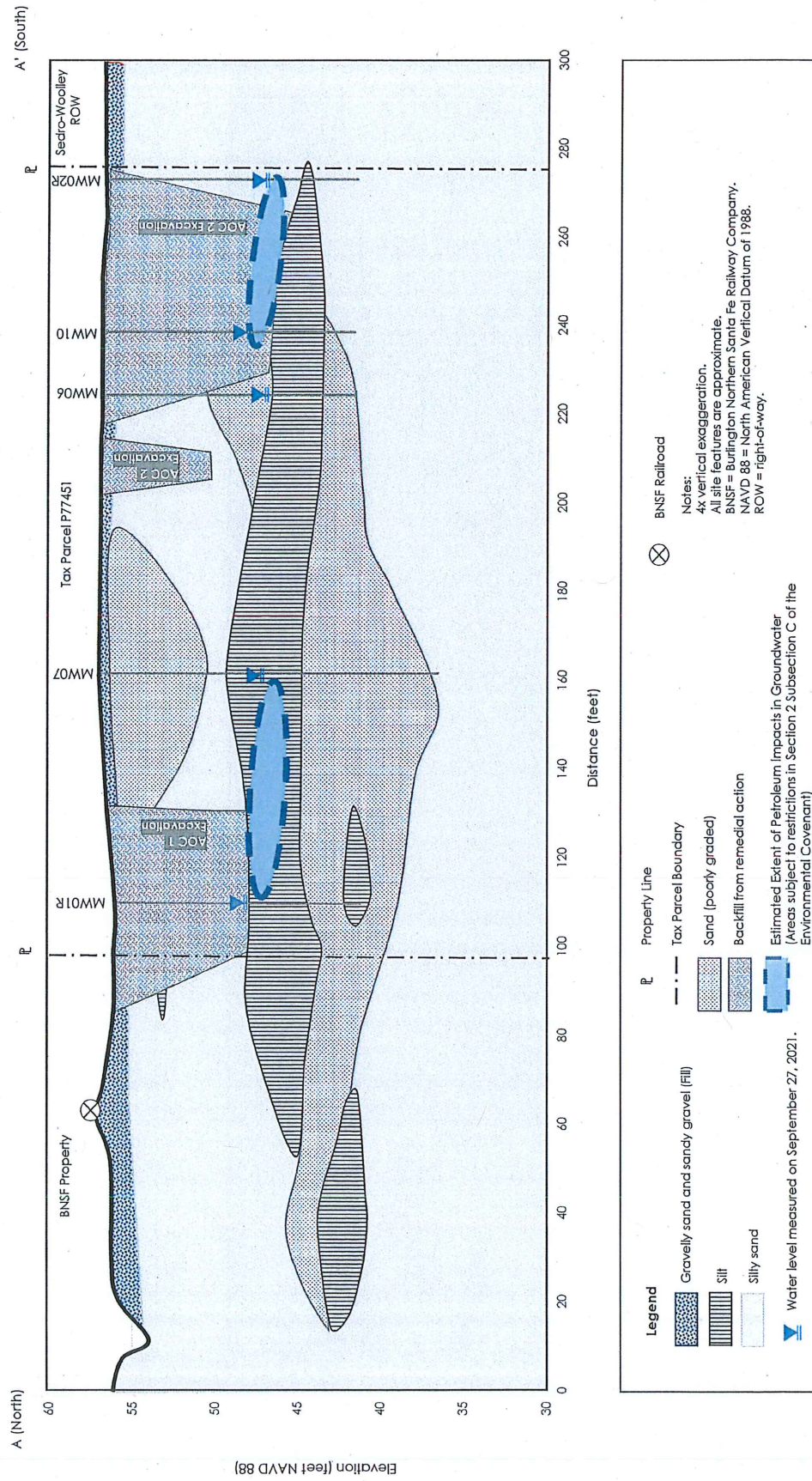




Figure 4
Geologic Cross Section B-B'
North Cascade Ford Property
116 West Ferry Street, Sedro-Woolley, Washington

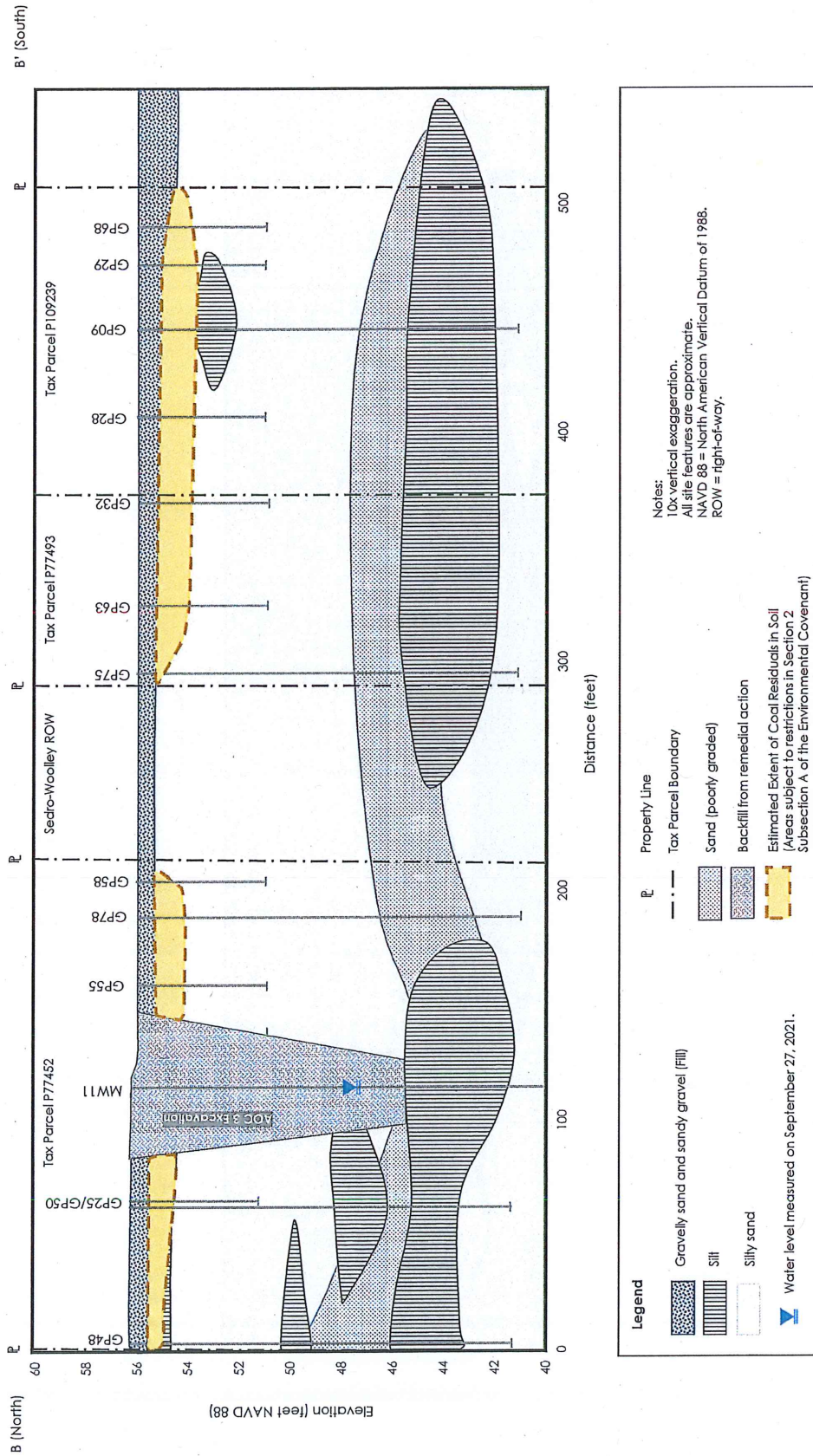


Exhibit D

SUBORDINATION AGREEMENT

KNOW ALL PERSONS, that 116 West Ferry Street, LLC, the owner and holder of that certain lease bearing the date of August 30, 2013, executed by Coulter Properties, LLC, as landowner, 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 dated _____, executed by Coulter Properties, LLC, and recorded in Skagit County, Washington under Auditor's File Number____.

By: _____

Title: _____

Dated: _____

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 2022, I certify that
_____ personally appeared before me, acknowledged that he/she is the
_____ of the limited liability company 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 _____
My appointment expires _____

Exhibit E

CONFIRMATIONAL GROUNDWATER MONITORING PLAN

Compliance groundwater monitoring will be conducted as part of the selected cleanup action. The results of the groundwater monitoring events will be used to assess groundwater flow and gradient, and groundwater quality at the Site to ensure that the MTCA Method A cleanup levels for heavy oils (sum of diesel- and lube oil-range organics) are attained at the tax parcel boundaries of the Property.

The Confirmation Groundwater Monitoring Plan (CGMP) includes the following elements:

- Monitoring locations:
 - MW01R, MW02R, MW04, MW06, MW07, MW09, MW10, MW11, and MW12; see Figure 1 in Exhibit B of this Covenant.
 - If any of the above-listed wells must be decommissioned during Property development, replacement monitoring wells shall be installed, at the same or similar locations, as approved by Ecology.
 - Any monitoring wells decommissioned during Property redevelopment shall be decommissioned per WAC 173-160 standards, and a decommissioning report shall be submitted to Ecology within thirty (30) days after completion of decommissioning.
 - Any new monitoring wells shall be constructed in accordance with WAC 173-160 standards, and a boring/well installation log shall be provided to Ecology within thirty (30) days after completion of the well.
- Monitoring data to be collected:
 - Water levels at MW01R, MW02R, MW04, MW06, MW07, MW09, MW10, MW11, and MW12.
 - Groundwater samples at MW01R, MW02R, MW04, MW07, MW09, and MW10, to be tested for diesel- and lube oil-range petroleum hydrocarbons by Method NWTPH-Dx. The sum of the diesel and lube oil fraction will be added together and compared to the MTCA Method A cleanup level of 500 micrograms per liter.

- Monitoring frequency:
 - Monitoring will be conducted every fifteen (15) months (to assess seasonal trends), beginning in September 2022, for at least five (5) years, until the time of the first periodic review by Ecology in 2027, as follows:
 - September 2022
 - December 2023
 - March 2024
 - June 2025
 - September 2026
 - December 2027
 - Subsequent monitoring will depend upon the results of the first periodic review in 2027.
- Sampling procedures:
 - Groundwater samples will be collected in accordance with the *Low Stress (Low Flow) Purging and Sampling Procedure for the Collection of Groundwater Samples from Monitoring wells*, revised September 19, 2017, prepared by EPA (2017). Groundwater samples will be collected directly from the pump outlet following stabilization of the geochemical parameters in accordance with the EPA (2017) guidance for low-flow purging and sampling. Laboratory analytical results will be uploaded to Ecology's Environmental Information Management database.
- Reporting:
 - Submit annual reports of water level measurements, sample analysis results and comparison of results to MTCA Method A groundwater cleanup levels. Reports submitted to the Ecology Northwest Regional Office (Voluntary Cleanup Program) will include a map showing groundwater elevation contours and sampling results, time-series plots of sampling results, and a summary table for sample of sampling results.
- If annual monitoring data collected in accordance with the Confirmational Groundwater Monitoring Plan indicates that the contaminant plume is not stable or shrinking, and concentrations remain above Method A cleanup levels, then the following additional cleanup measures shall be evaluated and may be implemented in consultation with Ecology:

- Develop a plan for introducing treatment into impacted groundwater, to facilitate breakdown of residual petroleum compounds.
 - Submit the plan to Ecology for review.
 - If necessary, complete an Underground Injection Control (UIC) Well Registration Form for registration with the UIC Coordinator in the Ecology Water Quality Program.
 - Implement the treatment plan and confirmational groundwater monitoring, to evaluate the effectiveness of the treatment.
 - Resume quarterly groundwater monitoring to assess if the contaminant plume is stable or shrinking, and if concentrations remain above Method A cleanup levels.
 - Repeat this contingency process, if necessary.
- When monitoring wells associated with the Property are no longer to be used for their intended purposes, these wells must be decommissioned in accordance with WAC 173-160-460.

After recording return to:

Michael Warfel
Toxics Cleanup Program
Department of Ecology
Northwest Regional Office
15700 Dayton Ave N
Shoreline, WA 98133

RECEIVED
NOV 03 2022
DEPT OF ECOLOGY
TCP - NWRO

Subordination Agreement

GNW22-15837

Grantor: 116 West Ferry Street, LLC

Grantee: State of Washington, Department of Ecology

Abbreviated Legals: 2 PARCELS LAND SIT NE ¼ SW ¼ SCT 24 TWN 35 N
PTN NW ¼ SW ¼ SCT 24, TWNS 35N, RNG 4E, W.M.
BLK 1 TOWN OF WOOLLEY ACC TO PLAT REC
PT BLK 1 TOWN OF WOOLLEY, ACC TO REC PLT
LOTS 7 – 11 INC BLK 7, TOWN OF WOOLLEY

[Full legal descriptions set forth in Exhibit A]

Tax Parcel Nos. P109239 / 350424-3-082-0200
P77412 / 4176-011-900-0107
P77451 / 4177-001-006-0001
P77452 / 4177-001-011-0004
P77493 / 4177-007-011-0001

KNOW ALL PERSONS, that 116 West Ferry Street, LLC, a Washington limited liability company, as Lessee under that certain Lease for Dealership Property dated August 30, 2013, by and between Lessee and Coulter Properties, LLC, a Washington limited liability company, as Lessor (the "Lease"), does hereby agree that the Lease shall be subordinate to the interest of the State of Washington, Department of Ecology, under that certain Environmental Covenant dated (by the date of its mutual execution) September 15, 2022, as executed by Coulter Properties, LLC, as Grantor, and the State of Washington, Department of Ecology, as Grantee, and recorded in Skagit County, Washington, under Auditor's File Number 202210190027.

[Signature and acknowledgement on following page]

GRANTOR:

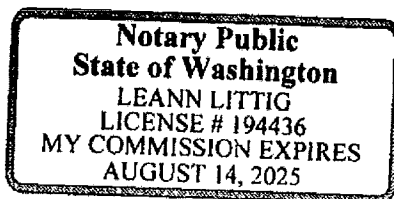
116 WEST FERRY STREET, LLC

By: [Signature]
Name: Thomas Lane
Title: Manager Member

STATE OF WASHINGTON)
COUNTY OF Snohomish) ss.

On this 24 day of October, 2022, before me personally appeared THOMAS LANE, to me known to be the Manager Member of 116 West Ferry Street, LLC, a Washington limited liability company, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed, if any, is the seal of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Signature: [Signature]

Name: (print) LEANN LITTIG

NOTARY PUBLIC in and for the State
of Washington, residing at BOTHELL, WA
My appointment expires: 08/14/2025

Exhibit A**LEGAL DESCRIPTIONS****P109239 / 350424-3-082-0200**

(0.5300 ac) TWO PARCELS OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., SEDRO WOOLLEY, SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS, TO-WIT: PARCEL 1: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF FERRY STREET WITH THE CENTERLINE OF 40.0 FOOT WIDE EASTERN AVENUE, VACATED BY THE CITY COUNCIL OF THE CITY OF SEDRO WOOLLEY BY RESOLUTION #101, DULY PASSED AND ADOPTED ON OCTOBER 27, 1930; THENCE NORTHERLY ALONG THE CENTERLINE OF VACATED EASTERN AVENUE 170.0 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF NORTHERN AVENUE, ACCORDING TO THE OFFICIAL PLAT OF SEDRO WOOLLEY, AS FILED IN THE COUNTY AUDITOR'S OFFICE IN SKAGIT COUNTY, WASHINGTON; THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF NORTHERN AVENUE 20.3 FEET TO THE EASTERLY LINE OF SAID VACATED EASTERN AVENUE, ALSO BEING ON THE WESTERLY LINE OF BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY NORTHERN PACIFIC RAILWAY COMPANY) 100.0 FOOT WIDE RIGHT OF WAY, BEING A PORTION OF THE SAME PROPERTY AS DESCRIBED IN WARRANTY DEED FROM PHILIP A WOOLLEY AND KATE WOOLLEY DATED APRIL 18, 1890, AND FILED FOR RECORD APRIL 25, 1890 IN VOLUME 10 OF DEEDS, PAGE 450 OF THE RECORDS OF SAID COUNTY; THENCE NORTHERN ALONG SAID WESTERLY RIGHT OF WAY LINE 42.39 FEET TO THE NORTHERLY LINE OF SAID NORTHERN AVENUE, AND BEING 50.0 FEET SOUTHERLY, AS MEASURED AT RIGHT ANGLES FROM BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY GREAT NORTHERN RAILWAY COMPANY) MAIN TRACK CENTERLINE OF THE BURLINGTON TO CONCRETE, WASHINGTON BRANCH LINE, AS ORIGINALLY LOCATED AND CONSTRUCTED; THENCE EASTERLY ALONG SAID NORTHERN LINE OF NORTHERN AVENUE 26.49 FEET TO A POINT BEING 25.0 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID RAILROAD COMPANY'S 100.0 FOOT WIDE RIGHT OF WAY; THENCE SOUTHERLY ALONG A LINE DRAWN PARALLEL WITH THE CENTERLINE OF SAID 100.0 FOOT WIDE RIGHT OF WAY 220.0 FEET, MORE OR LESS, TO THE SAID NORTH LINE OF FERRY STREET; THENCE WESTERLY ALONG SAID NORTH LINE OF FERRY STREET 45.69 FEET TO THE POINT OF BEGINNING; ALSO TOGETHER WITH 'PARCEL 2': BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WOODWORTH STREET WITH THE CENTERLINE OF 40.0 FOOT WIDE EASTERN AVENUE, VACATED BY THE CITY COUNCIL OF THE CITY OF SEDRO WOOLLEY BY RESOLUTION #101 DULY PASSED AND ADOPTED ON OCTOBER 27, 1930; THENCE NORTHERLY ALONG THE CENTERLINE OF VACATED EASTERN AVENUE 219.3 FEET MORE OR LESS, TO THE SOUTH LINE OF 80.0 FOOT WIDE FERRY STREET; THENCE EASTERLY ALONG SAID SOUTH LINE OF FERRY STREET 45.69 FEET TO A POINT BEING 25.0 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF

BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY NORTHERN PACIFIC RAILWAY COMPANY) 100.0 FOOT WIDE RIGHT OF WAY, BEING A PORTION OF THE SAME PROPERTY AS DESCRIBED IN WARRANTY DEED FROM PHILLIP A WOOLLEY AND KATE WOOLLEY DATED APRIL 18, 1890 AND FILED FOR RECORD APRIL 25, 1890 IN VOLUME 10 OF DEEDS, PAGE 450 OF THE RECORDS OF SAID COUNTY; THENCE SOUTHERLY ALONG A LINE DRAWN PARALLEL WITH THE CENTERLINE OF SAID 100.0 FOOT WIDE RIGHT OF WAY 219.3 FEET, MORE OR LESS, TO THE SAID NORTH LINE OF WOODWORTH STREET; THENCE WESTERLY ALONG SAID NORTH LINE OF WOODWORTH STREET 45.69 FEET TO THE POINT OF BEGINNING.

P77412 / 4176-011-900-0107

THAT PORTION OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., AND LOTS 1 AND 2, BLOCK 1, "TOWN OF WOOLLEY", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 92, RECORDS OF SKAGIT COUNTY, WASHINGTON AND OF VACATED STREETS ADJOINING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF FERRY STREET, 361.5 FEET EAST OF THE SOUTHWEST CORNER OF BLOCK 11, "WEST ADDITION TO THE TOWN OF WOOLLEY, SKAGIT COUNTY, WASHINGTON", ACCORDING TO THE PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 89, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE EAST ALONG THE NORTH LINE OF FERRY STREET 125 FEET; THENCE NORTH TO THE SOUTH LINE OF THE SEATTLE & NORTHERN RAILWAY RIGHT-OF-WAY AS SHOWN ON SAID PLAT; THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE TO A POINT DUE NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH TO THE PLACE OF BEGINNING.

P77451 / 4177-001-006-0001

THAT PART OF BLOCK 1, "TOWN OF WOOLLEY", ACCORDING TO THE PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 92, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND OF THE VACATED STREETS ADJOINING, AND VACATED ALLEY THROUGH SAID BLOCK, THAT HAVE REVERTED BY PROCESS OF LAW, LYING WITHIN THE FOLLOWING BOUNDARIES: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID BLOCK 1, WHICH IS 486.5 FEET EAST OF THE SOUTHWEST CORNER OF BLOCK 11, "WEST ADDITION TO WOOLLEY", THENCE EAST ALONG THE SOUTH LINE OF SAID BLOCK 1 TO THE EAST LINE OF ALLEY AS PLATTED IN SAID BLOCK 1, "TOWN OF WOOLLEY"; THENCE NORTH AT RIGHT ANGLES FROM THE SOUTH LINE OF SAID BLOCK TO THE SOUTH LINE OF THE GREAT NORTHERN RAILROAD RIGHT-OF-WAY; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY TO INTERSECT WITH A LINE RUNNING NORTH FROM THE POINT OF BEGINNING AND AT RIGHT ANGLES TO THE SOUTH LINE OF SAID BLOCK; THENCE SOUTH TO THE POINT OF BEGINNING.

P77452 / 4177-001-011-0004

THAT PART OF BLOCK 1 "TOWN OF WOOLLEY", ACCORDING TO THE RECORDED PLAT THEREOF IN THE OFFICE OF THE AUDITOR OF SKAGIT COUNTY, WASHINGTON, IN VOLUME 2 OF PLATS, PAGE 92, AND OF THE VACATED STREETS ADJOINING AND VACATED ALLEY THROUGH SAID BLOCK, THAT HAVE REVERTED BY PROCESS OF LAW, LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARIES: BEGINNING AT A POINT 586.5 FEET EAST OF THE SOUTHWEST CORNER OF BLOCK 11, OF "WEST ADDITION TO WOOLLEY, SKAGIT COUNTY, WASH." ACCORDING TO THE RECORDED PLAT THEREOF IN THE OFFICE OF THE AUDITOR OF SKAGIT COUNTY, WASHINGTON IN VOLUME 2 OF PLATS, PAGE 89, AND ON THE SOUTH LINE OF BLOCK 1 OF THE "TOWN OF WOOLLEY"; THENCE RUNNING NORTH TO THE SOUTH LINE OF THE RIGHT-OF-WAY OF THE SEATTLE AND NORTHERN RAILWAY COMPANY; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY TO A POINT 20 FEET WEST OF THE WEST LINE OF THE ORIGINAL RIGHT-OF-WAY OF NORTHERN PACIFIC RAILWAY CO.; THENCE SOUTH PARALLEL TO AND 20 FEET DISTANT FROM THE WEST LINE OF THE ORIGINAL RIGHT-OF-WAY OF THE NORTHERN PACIFIC RAILWAY CO. TO THE NORTH LINE OF FERRY STREET; THENCE WEST ALONG THE NORTH LINE OF FERRY STREET AND ALONG THE SOUTH LINE OF BLOCK 1 OF SAID "TOWN OF WOOLLEY", TO THE PLACE OF BEGINNING; EXCEPT THAT PORTION THEREOF LYING WEST OF THE EAST LINE OF ALLEY AS PLATTED IN BLOCK 1, "TOWN OF WOOLLEY".

P77493 / 4177-007-011-0001

LOTS 7 THROUGH 11, INCLUSIVE, BLOCK 7, "TOWN OF WOOLLEY", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 92, RECORDS OF SKAGIT COUNTY, WASHINGTON. TOGETHER WITH THE WEST ½ OF THAT PORTION OF VACATED EASTERN AVENUE LYING WEST OF THE NORTHERN PACIFIC RIGHT-OF-WAY AND DIRECTLY EAST OF SAID BLOCK 7 WHICH HAS REVERTED TO SAID PREMISES UNDER OPERATION OF LAW.

Enclosure B

Property Legal Descriptions

P109239 / 350424-3-082-0200

(0.5300 ac) TWO PARCELS OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., SEDRO WOOLLEY, SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS, TO-WIT: PARCEL 1: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF FERRY STREET WITH THE CENTERLINE OF 40.0 FOOT WIDE EASTERN AVENUE, VACATED BY THE CITY COUNCIL OF THE CITY OF SEDRO WOOLLEY BY RESOLUTION #101, DULY PASSED AND ADOPTED ON OCTOBER 27, 1930; THENCE NORTHERLY ALONG THE CENTERLINE OF VACATED EASTERN AVENUE 170.0 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF NORTHERN AVENUE, ACCORDING TO THE OFFICIAL PLAT OF SEDRO WOOLLEY, AS FILED IN THE COUNTY AUDITOR'S OFFICE IN SKAGIT COUNTY, WASHINGTON; THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF NORTHERN AVENUE 20.3 FEET TO THE EASTERLY LINE OF SAID VACATED EASTERN AVENUE, ALSO BEING ON THE WESTERLY LINE OF BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY NORTHERN PACIFIC RAILWAY COMPANY) 100.0 FOOT WIDE RIGHT OF WAY, BEING A PORTION OF THE SAME PROPERTY AS DESCRIBED IN WARRANTY DEED FROM PHILIP A WOOLLEY AND KATE WOOLLEY DATED APRIL 18, 1890, AND FILED FOR RECORD APRIL 25, 1890 IN VOLUME 10 OF DEEDS, PAGE 450 OF THE RECORDS OF SAID COUNTY; THENCE NORTHERN ALONG SAID WESTERLY RIGHT OF WAY LINE 42.39 FEET TO THE NORTHERLY LINE OF SAID NORTHERN AVENUE, AND BEING 50.0 FEET SOUTHERLY, AS MEASURED AT RIGHT ANGLES FROM BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY GREAT NORTHERN RAILWAY COMPANY) MAIN TRACK CENTERLINE OF THE BURLINGTON TO CONCRETE, WASHINGTON BRANCH LINE, AS ORIGINALLY LOCATED AND CONSTRUCTED; THENCE EASTERLY ALONG SAID NORTHERN LINE OF NORTHERN AVENUE 26.49 FEET TO A POINT BEING 25.0 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID RAILROAD COMPANY'S 100.0 FOOT WIDE RIGHT OF WAY; THENCE SOUTHERLY ALONG A LINE DRAWN PARALLEL WITH THE CENTERLINE OF SAID 100.0 FOOT WIDE RIGHT OF WAY 220.0 FEET, MORE OR LESS, TO THE SAID NORTH LINE OF FERRY STREET; THENCE WESTERLY ALONG SAID NORTH LINE OF FERRY STREET 45.69 FEET TO THE POINT OF BEGINNING; ALSO TOGETHER WITH 'PARCEL 2': BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WOODWORTH STREET WITH THE CENTERLINE OF 40.0 FOOT WIDE EASTERN AVENUE, VACATED BY THE CITY COUNCIL OF THE CITY OF SEDRO WOOLLEY BY RESOLUTION #101 DULY PASSED AND ADOPTED ON OCTOBER 27, 1930; THENCE NORTHERLY ALONG THE

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P77412 / 4176-011-900-0107

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P77451 / 4177-001-006-0001

THAT PART OF BLOCK 1, "TOWN OF WOOLLEY", ACCORDING TO THE PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 92, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND OF THE VACATED STREETS ADJOINING, AND VACATED ALLEY THROUGH SAID BLOCK, THAT HAVE REVERTED BY PROCESS OF LAW, LYING WITHIN THE FOLLOWING BOUNDARIES: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID BLOCK 1, WHICH IS 486.5 FEET EAST OF THE SOUTHWEST CORNER OF BLOCK 11, "WEST ADDITION TO WOOLLEY", THENCE EAST ALONG THE SOUTH LINE OF SAID BLOCK 1 TO THE EAST LINE OF ALLEY AS PLATTED IN SAID BLOCK 1, "TOWN OF WOOLLEY"; THENCE NORTH AT RIGHT ANGLES FROM THE SOUTH LINE OF SAID BLOCK TO THE SOUTH LINE OF THE GREAT NORTHERN RAILROAD RIGHT-OF-WAY; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY TO INTERSECT WITH A LINE RUNNING NORTH FROM THE POINT OF BEGINNING AND AT RIGHT ANGLES TO THE SOUTH LINE OF SAID BLOCK; THENCE SOUTH TO THE POINT OF BEGINNING.

P77452 / 4177-001-011-0004

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P77493 / 4177-007-011-0001

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Enclosure C

Site Description, History, and Diagrams

Site Description

This section provides Ecology's understanding and interpretation of Site conditions, and is the basis for the opinions expressed in the body of the letter.

Site: The Site is defined by the release of petroleum hydrocarbons in the gasoline-, diesel- and oil-ranges (TPH-G, TPH-D and TPH-O), benzene, toluene, ethylbenzene, xylenes (BTEX), polychlorinated biphenyls (PCBs), methylene chloride, carcinogenic polycyclic aromatic hydrocarbons (cPAHs), arsenic, lead, cadmium to soil. The Site is also defined as the release of TPH-G, TPH-D, TPH-O, BTEX, cPAHs, chlorobenzene, 1,4-dichlorobenzene and 1,2,3-trichloropropane to groundwater.

The releases are associated with a former steam and fuel-powered electric plant; former and auto repair shops; a battery servicing and tire vulcanizing facility; coal-storage sheds associated with former train depots; and gasoline, heating oil, and waste oil aboveground and underground storage tanks (AST and UST). The Site is located at 100, 115, and 116 West Ferry Street in Sedro-Woolley, Washington (Property); **Figure 1**.

Property, Site, and Area Description: The Property corresponds to Skagit County parcel numbers P109239, P77412, P77451, P77452, and P77493 (**Figure 2**). The Property is bisected by West Ferry Street. The Site consists of the Property plus additional adjacent parcels (**Figure 3**).

The Property is bounded by BNSF Railway to the north, Eastern Avenue, and a True Value hardware store to the east; Napa Auto Parts and a Chevron gas station to the west on the north side of West Ferry Street; and residences and Rita Street to the west on the south side of West Ferry Street. Residential homes and Woodward Street are located to the south. Land use surrounding the Site includes commercial businesses and residential homes.

Site History and Current Use: The first known development of the Site was primarily for residences in the early 1900s through the 1950s. The 1907 Sanborn map identifies an electric plant (powered by steam and fuel oil) located on the northern portion of P77451, which was replaced by a woodshed and wood yard in the 1920s. By 1925, an automobile shop with an oil house was historically located on this parcel.

An automobile dealership and repair facility were built on parcel P77451 around 1949. An associated office building located on the south side of West Ferry Street (primarily on parcel P77493) was constructed in 2007. The automobile dealership buildings were demolished in 2020 to facilitate removal of contaminated soil.

A hospital was located on parcel P77412 during the early 1900s and 1910s. Two residential homes and a feed mill (Lentz Supply) were located on parcel P77452 from the early 1900s to at

least the 1950s. A hotel was located on parcel P77492 from the early 1900s to at least the 1950s. The 1925 Sanborn map shows a battery servicing and tire vulcanizing facility with oil and gas storage on the southern portion of parcel P77410.

A railroad depot was located on the northern half of parcel P109239 from the early 1900s to at least the 1950s. A second depot was located on parcel P77493 during the 1920s, which became a veterinary office and a fuel and transfer station by the 1940s and 1950s.

Contamination Sources: Contamination sources on the Site and the Property are shown on **Figure 3**. A 200-gallon heating oil UST was located on the east side of the former auto dealership building, approximately 40 feet in front of the entrance door to the showroom. A gasoline UST was located in front of the garage door on the south side. The gasoline UST was closed-in-place in the 1960s; however, no soil or groundwater samples were collected at the time of decommissioning.

The heating oil and gasoline USTs were both located in the southeastern portion of parcel P77451. A 10,000-gallon AST oil tank was located on the north central portion of parcel P77451. Coal sheds were located on eastern parcels P109239 and P77493. Coal was likely mixed with soil in association with historical operations at the train depots and later covered with fill material. A 1,000-gallon UST with unknown contents was reportedly associated with the former Lentz Supply business on parcel P77452; however, Site investigation did not find a UST in place at this location.

Physiographic Setting: The Site is located within the Puget Sound Lowland physiographic province, which is a north-south oriented topographic depression bounded by the Olympic mountains to the west and the Cascade Range to the east. Sedro Woolley is located in a 2-mile-wide section of the Skagit Valley, a lowland area formed by the Skagit River. The Property is located in flat terrain at an elevation of approximately 56 feet above mean sea level.

Surface/Storm Water System: Brickyard Creek is the nearest surface water, located approximately 2,800 feet north of the Site. The Skagit River is the nearest downgradient surface water, located approximately 7,000 feet south of the Site. Pavement surfaces that are sloped drain towards catch basins that discharge to the municipal stormwater system.

Ecological Setting: The Site is located in a mixed-use commercial and residential area primarily covered with buildings, asphalt, and concrete, with strips of gravel cover on either side of the rail line and along the eastern side of the Property. Harry Osborne Park and Caboose, a small park (approximately 260 feet by 65 feet) with a grass lawn, a tree, and manicured plant beds, is located approximately 225 feet west of the westernmost parcel. Small yards with manicured lawns and trees are located to the west of the Site on the south side of Ferry Street. A vacant triangular-shaped dirt lot covering approximately 1.5 acres is located northeast of the Property.

Geology: Approximately 1.5 feet of gravelly sand fill was observed under the asphalt pavement, concrete building foundation, and gravel driveways. Underlying the fill and in areas where fill was not encountered, sand with varying amounts of silt extended to approximately 10 feet below ground surface (bgs). At approximately 10 feet bgs, a well-sorted sand with a trace of woody debris and gravel extended down to 25 feet bgs. A poorly sorted sand extended to 32.9 feet bgs, the maximum depth explored at the Site.

An approximately 2-foot-thick lens of clay and silt was encountered in some locations at approximately 15 feet bgs. Beneath the former coal storage area, a 2- to 5-foot-thick layer of coal-like material and gravelly sand with coal fragments was encountered

Groundwater: Groundwater was typically encountered between approximately 5 and 10 feet bgs. Groundwater flow is primarily to the south (**Figure 4**).

Water Supply: The primary water source for the city of Sedro Woolley is the Judy Reservoir, which collects water from the Skagit River and multiple tributary streams. Three water supply wells are located within a half-mile radius of the Property. The nearest well is located 450 feet west of the Property (an irrigation well). The other two wells (use unknown) are located just under a half-mile to the southwest.

Release and Extent of Soil and Groundwater Contamination: Four Areas of Concern (AOCs) were identified in association with prior and current use of the Site (see **Figure 3**). In AOC 1 (in the northern portion of parcel P77451), TPH-G, TPH-D, TPH-O, lead, PCBs, and cPAHs were detected in soil at concentrations exceeding MTCA Method A cleanup levels on the north side of the auto sales and service building. TPH-G, TPH-D, TPH-O, 1,2,3-trichloropropane, 1,4-dichlorobenzene, and chlorobenzene were detected in groundwater at concentrations exceeding respective MTCA Method A or B cleanup levels.

A former 10,000-gallon oil AST, 500-gallon waste oil UST, former steam and fuel-powered electric plant, former automobile repair shop with oil house, and automobile repair shop are all potential former uses that may have contributed to contamination identified in AOC 1. The source of the gasoline contamination is unknown at this time.

In AOC 2, south of the auto service area, TPH-G and TPH-D were detected in saturated soil samples at concentrations exceeding MTCA Method A cleanup levels on the north side of the former heating oil UST and south of the former gasoline UST. TPH-G, TPH-D, and TPH-O were detected above Method A cleanup levels in groundwater samples collected from monitoring well MW-2, located between the former heating oil UST and former waste oil tank.

In AOC 3, arsenic, lead, cadmium and cPAHs were detected at concentrations exceeding MTCA Method A cleanup levels at depths of 0.3 to 2.6 feet bgs. Coal fragments were also observed in soils to a depth of 5 feet bgs, associated with former coal sheds. Two groundwater samples

were collected in the vicinity of the former coal sheds. Arsenic, barium, cadmium, cPAH, and petroleum hydrocarbon contamination was detected at concentrations below MTCA Method A cleanup levels.

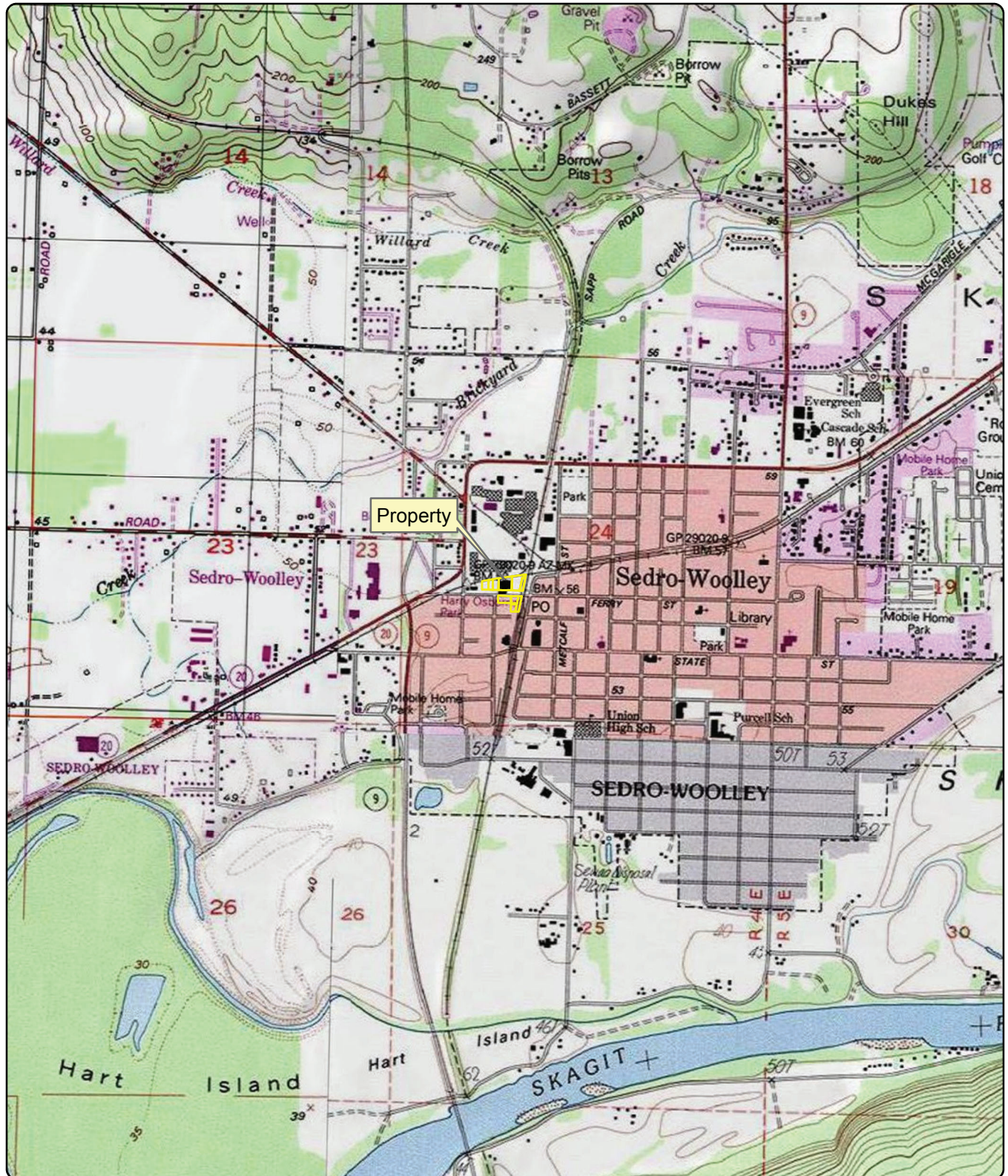
In AOC 4, potential releases were associated with an area marked as a “gas and oil” on Sanborn maps, at the location of the former tire vulcanizing and battery service facility. TPH-G, TPH-D+O, and BTEX were not detected in soil at concentrations exceeding Method A cleanup levels. Four groundwater events for monitoring well MW03 (located in AOC 4) confirmed the following:

- Chromatograms of the diesel and oil fractions of TPH showed separate peaks for these fractions, supporting separate comparison of TPH-D and TPH-O concentrations to the Method A groundwater cleanup level of 500 µg/L; and
- BTEX concentrations were below Method A cleanup levels.

Cleanup Actions: The following cleanup actions were completed at the Site in 2016 and 2020 within identified remedial action areas (**Figure 5**):

- Removal of three 1,000-gallon USTs and two hydraulic hoists;
- Excavation of approximately 4,100 tons of petroleum-contaminated soil, followed by transport and off-Site disposal under appropriate permits;
- Excavation dewatering, on-Site treatment of dewatering discharge, and discharge under permit to the sanitary sewer;
- Confirmation soil sampling to assess the effectiveness of the soil removal;
- Excavation backfilling with clean aggregate amended with oxygen-release compound; and
- Ongoing quarterly groundwater monitoring to evaluate the effectiveness of contamination source removal and confirm that the groundwater contaminant plume is stable or decreasing (**Figure 6**).

Locations of contaminants of concern in soil and groundwater that are subject to environmental covenant restrictions are shown on **Figures 7, 8, and 9**.



Property Address: 116 W Ferry Street, Sedro-Woolley, Washington
 Source: US Geological Survey (1990) 7.5-minute
 topographic quadrangle: Sedro-Woolley North
 Section 24, Township 35 North, Range 4 East

Legend

Property Parcel

**Figure 1-1
Site Location**

North Cascade Ford Property
 Sedro-Woolley, Washington



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Enclosure C, Figure 1

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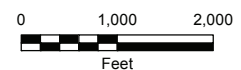
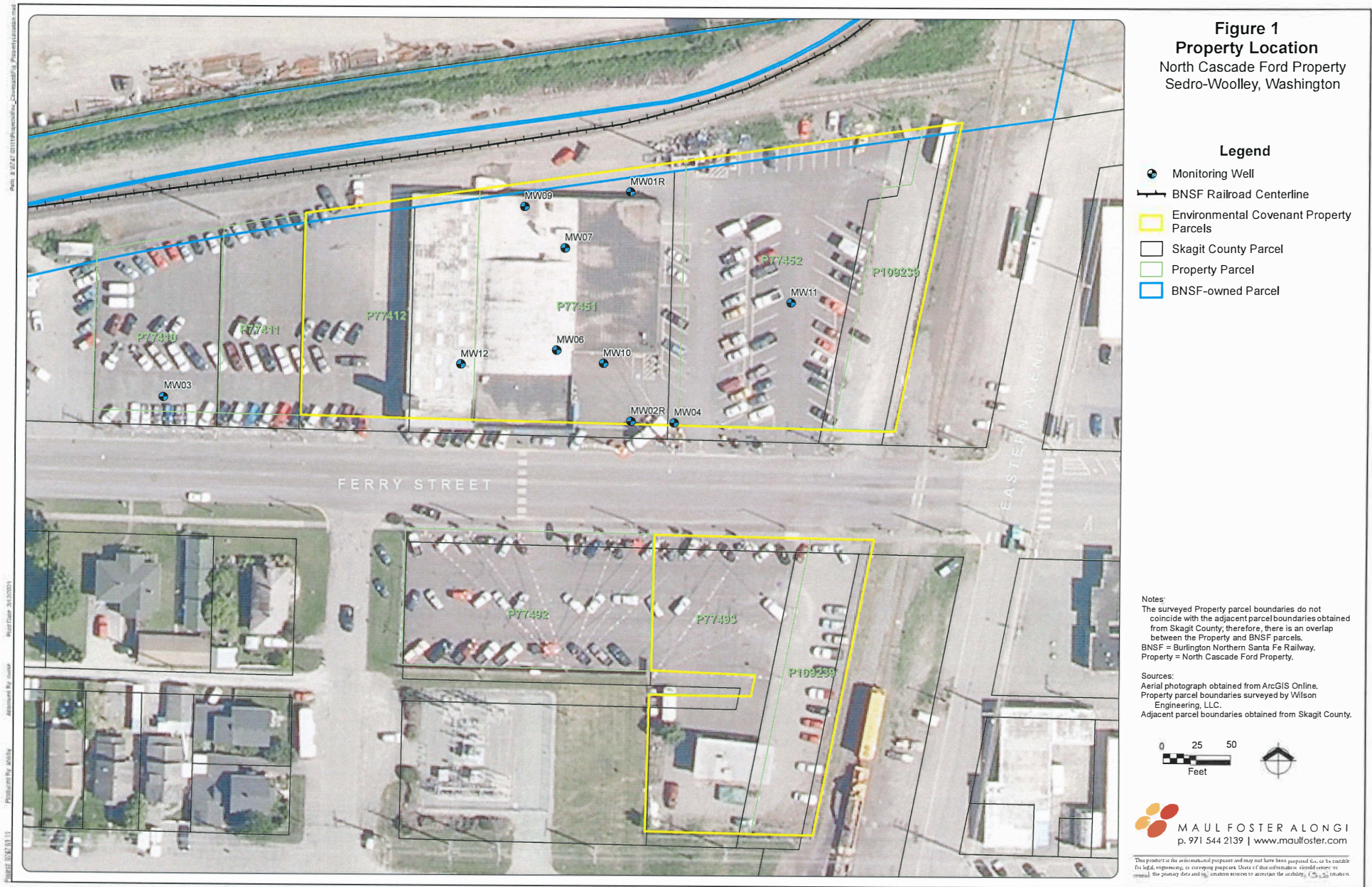


Exhibit B



Enclosure C, Figure 2

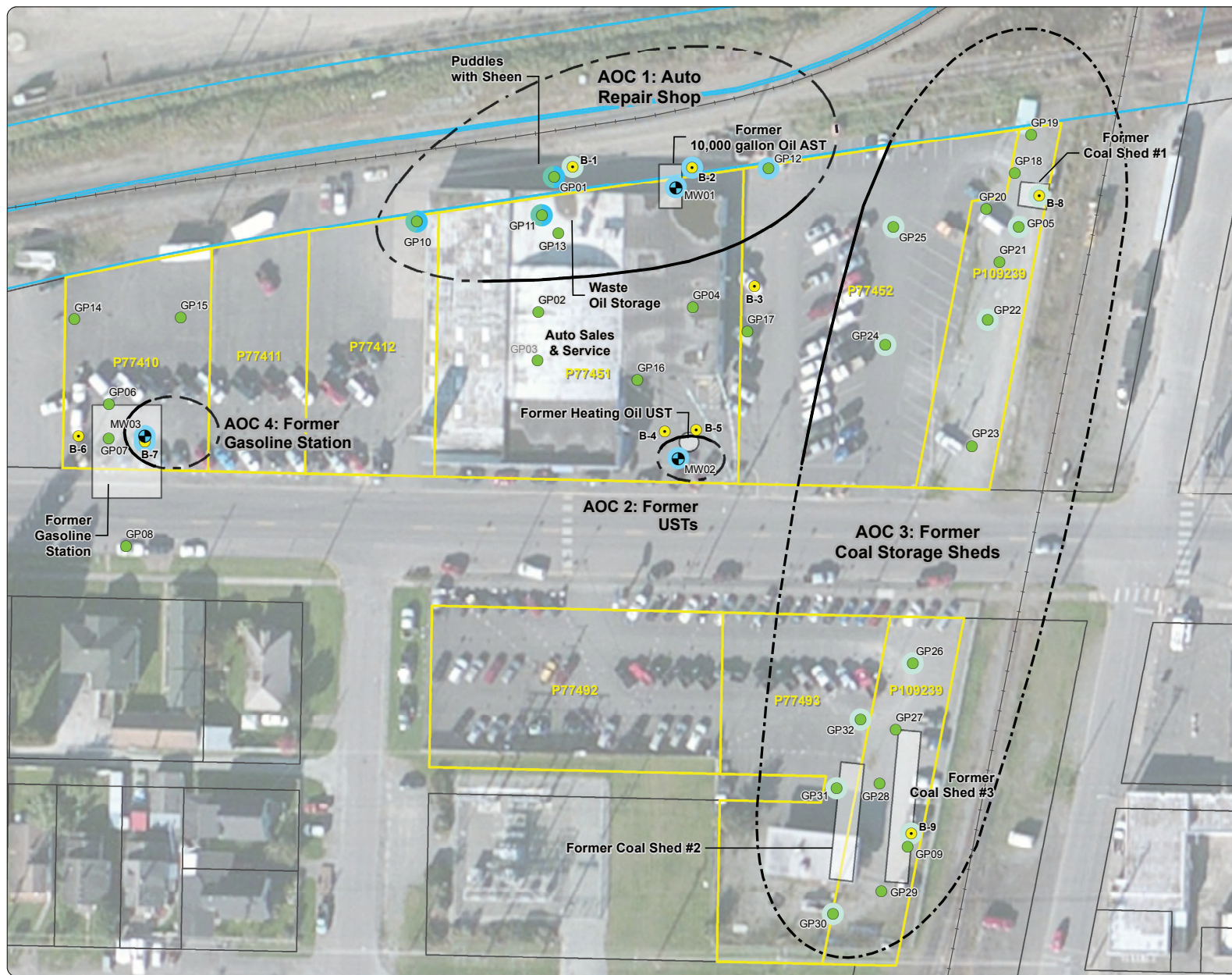


Figure 9-1
Areas of Concern
North Cascade Ford Property
Sedro-Woolley, Washington

Enclosure C, Figure 3

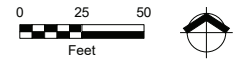


Figure 3
Groundwater Elevation
Contours - September 2021
North Cascade Ford Property
Sedro-Woolley, Washington

Legend

- Compliance Monitoring Well
- Other Monitoring Well
- Groundwater Elevation Contour (feet NAVD 88; 0.2-ft. interval)
- Property Parcel
- BNSF-Owned Parcel

Notes:
The surveyed Property parcel boundaries do not coincide with the adjacent parcel boundaries obtained from Skagit County; therefore, there is an overlap between the Property and BNSF parcels.
Water levels measured on September 27, 2021.
BNSF = Burlington Northern Santa Fe Railway.
ft. = feet.
NAVD 88 = North American Vertical Datum of 1988.

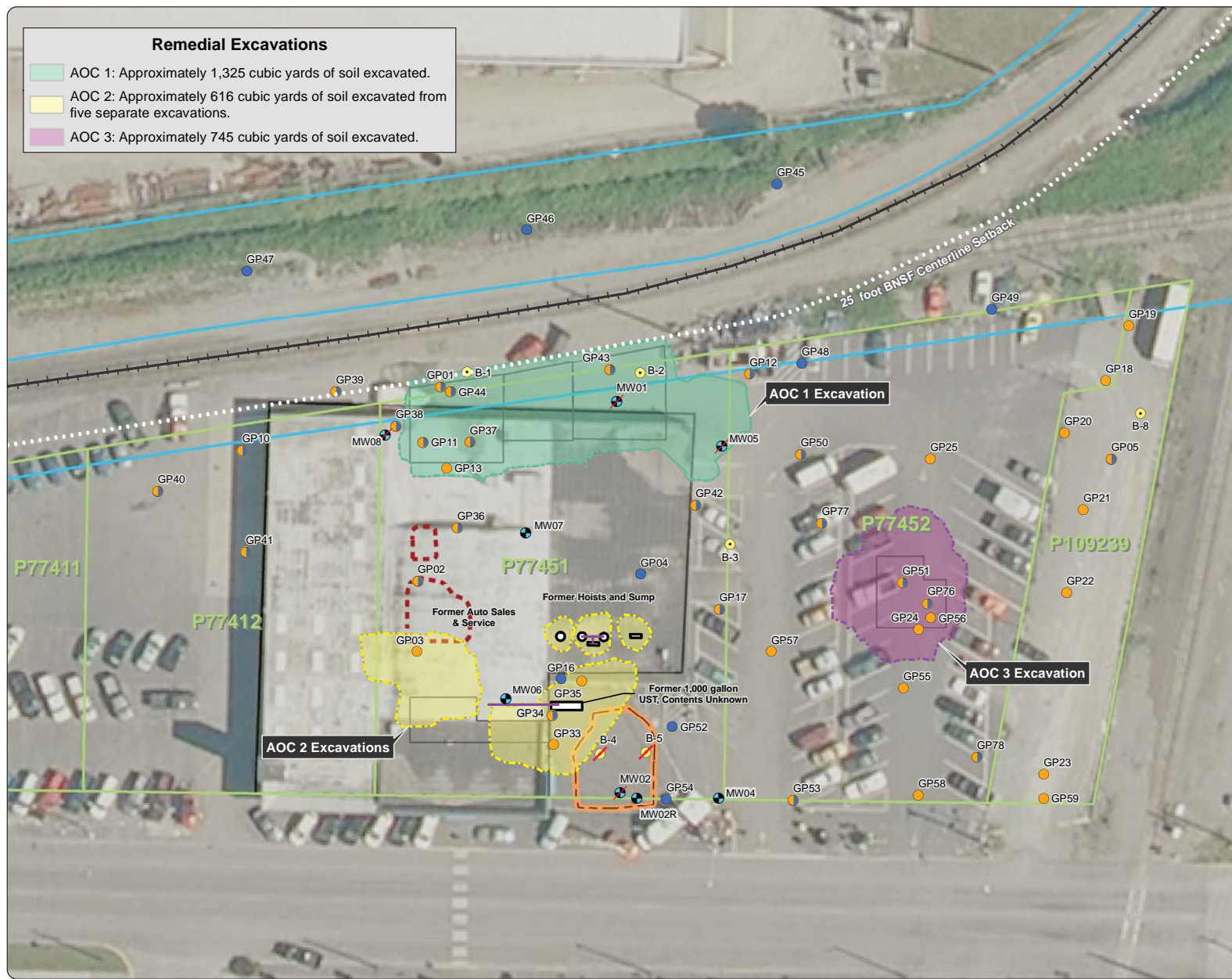


Sources:
Adjacent parcel boundaries obtained from Skagit County
Aerial photograph obtained from Mapbox.
Property parcel boundaries surveyed by Wilson Engineering, LLC.

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Enclosure C, Figure 4



**Figure 1-3
Remedial Action Areas**
North Cascade Ford Property
Sedro-Woolley, Washington

Legend

- Monitoring Well
- ⊗ Decommissioned Monitoring Well
- Phase II ESA Boring (WES, 2011)
- ⚡ Phase II ESA Boring, Overexcavated (WES, 2011)
- Soil Boring (MFA)
- Reconnaissance Groundwater Boring (MFA)
- Soil & Reconnaissance Groundwater Boring (MFA)
- Product Line
- BNSF Railroad Centerline
- Initial Remedial Excavation Extent
- ⊞ UST Removal Excavation (MFA)
- ⊞ Hoist Removal Excavation (ZGA, 2017)
- ⬜ Approximate Building Footprint
- ▭ Property Parcel
- ▭ BNSF-owned Parcel

Notes:
All features are approximate.
All structures on the property were removed prior to remedial action.
The excavations areas are set back from the BNSF railroad centerline by 25 feet.
The surveyed property parcel boundaries do not coincide with the adjacent parcel boundaries obtained from Skagit County; therefore, there is an overlap between the Property and BNSF parcels.
AOC = area of concern.
BNSF = Burlington Northern Santa Fe.
ESA = environmental site assessment.
Property = North Cascade Ford Property.
UST = underground storage tank.
WES = Whatcom Environmental Services.
ZGA = Zipper Geo Associates.

Sources:
Aerial photograph obtained from ArcGIS Online.
Excavation extents surveyed by Pacific Geomatic Services, Inc. in March 2020.
Property parcel boundaries surveyed by Wilson Engineering, LLC.
Adjacent parcel boundaries obtained from Skagit County.

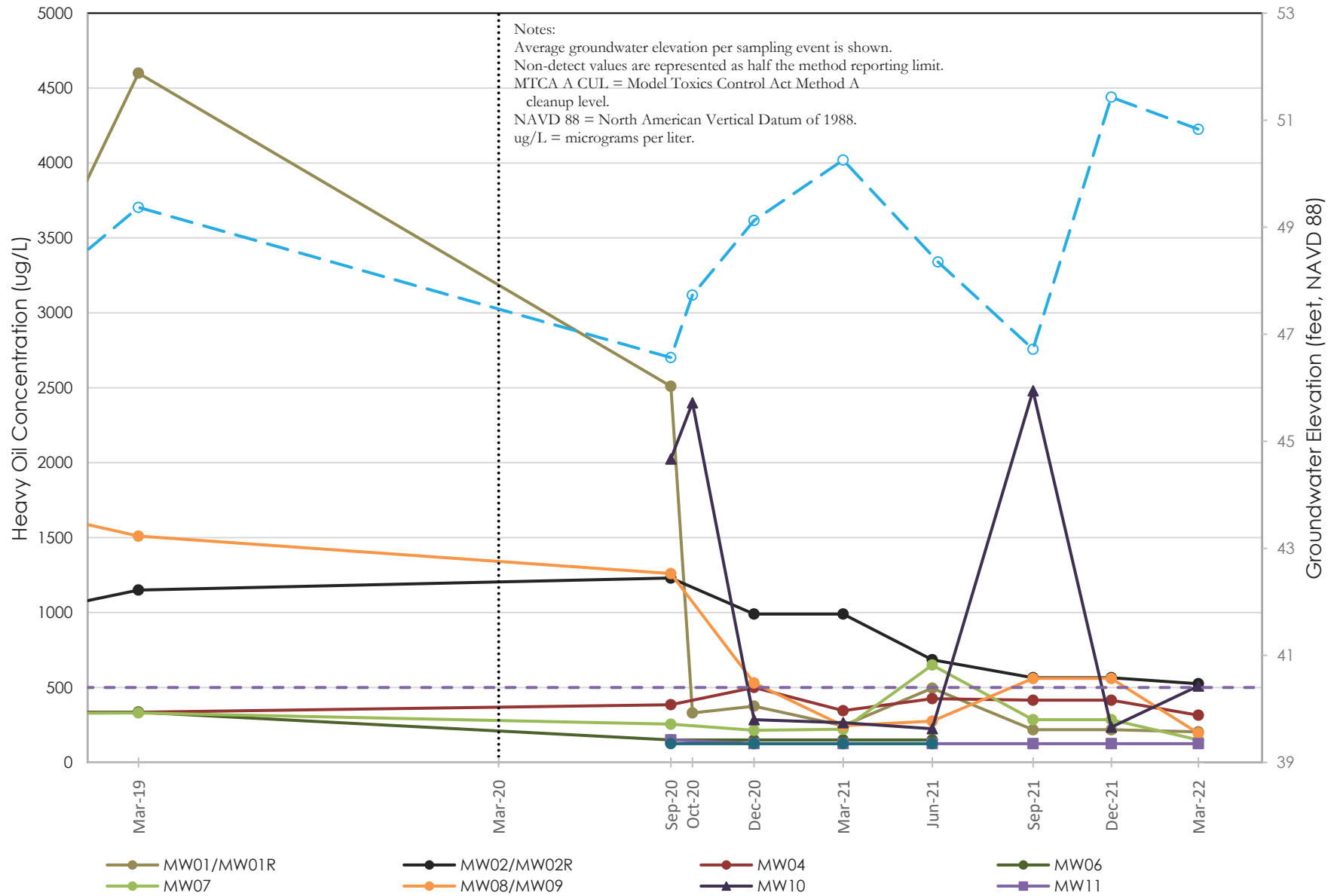
0 20 40
Feet

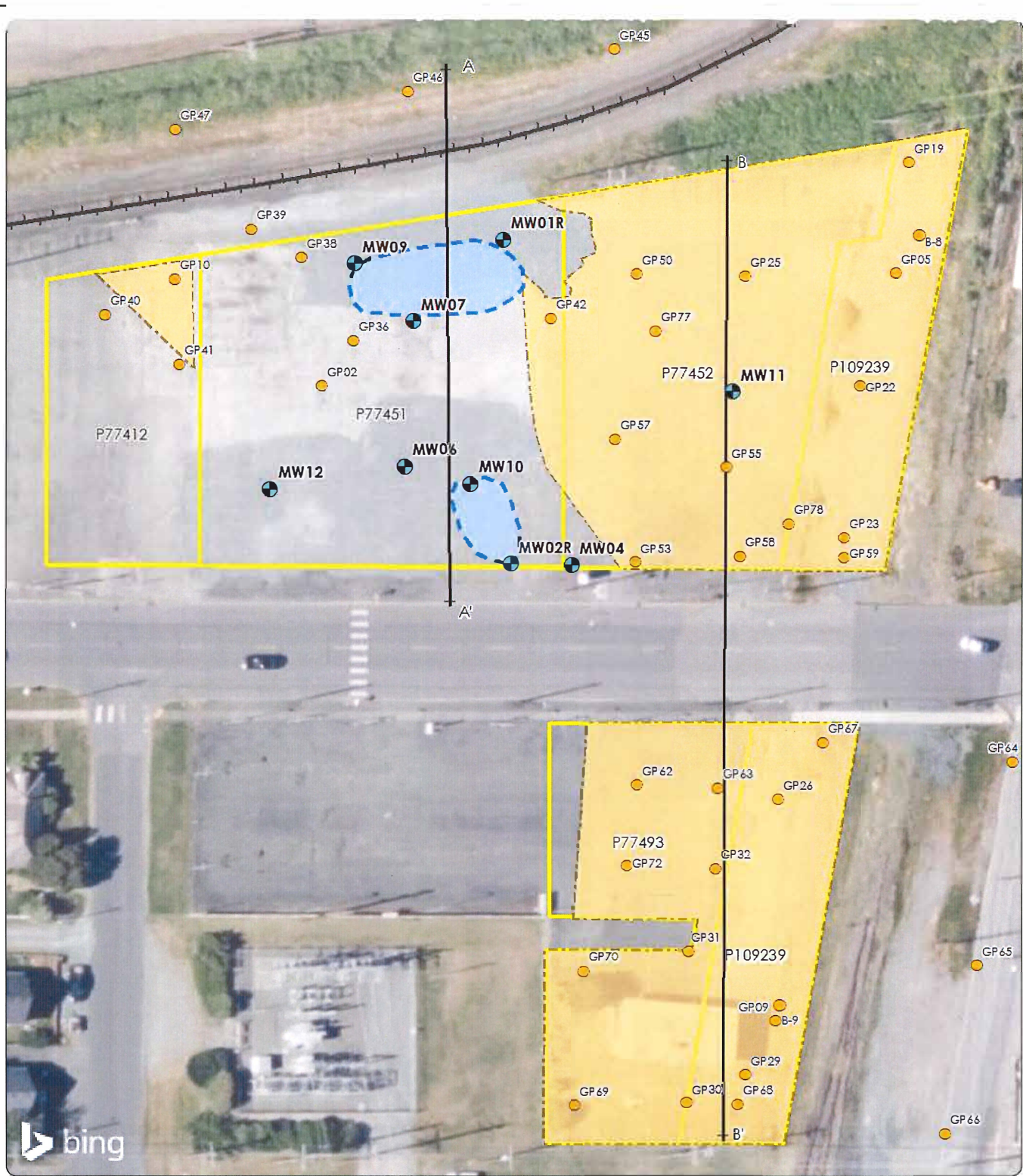
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Enclosure C, Figure 5

Figure 8
Heavy Oil Concentrations 2019 to 2022
North Cascade Ford Property
Sedro-Woolley, Washington





Sources:
Aerial photograph obtained from Bing via
ArcGIS Online.
Property parcel boundaries surveyed by
Wilson Engineering, LLC.

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Legend

- Monitoring Well
- Boring Location
- Cross Section
- BNSF Railroad Centerline
- Parcels Subject to Environmental Covenant
- Estimated Extent of Petroleum Impacts in Groundwater (Areas subject to restrictions in Section 2 Subsection C of the Environmental Covenant)
- Coal Residues Area (Areas subject to restrictions in Section 2 Subsection A of the Environmental Covenant)

Figure 2
Estimated Horizontal Extent
of Residual Contamination

North Cascade Ford Property
Sedro-Woolley, Washington

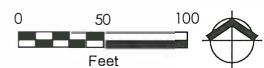


Figure 3
Geologic Cross Section A-A'
North Cascade Ford Property
116 West Ferry Street, Sedro-Woolley, Washington

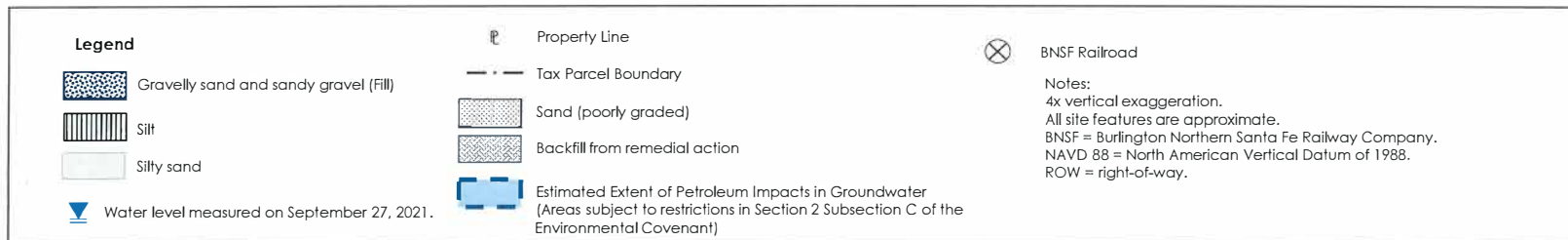
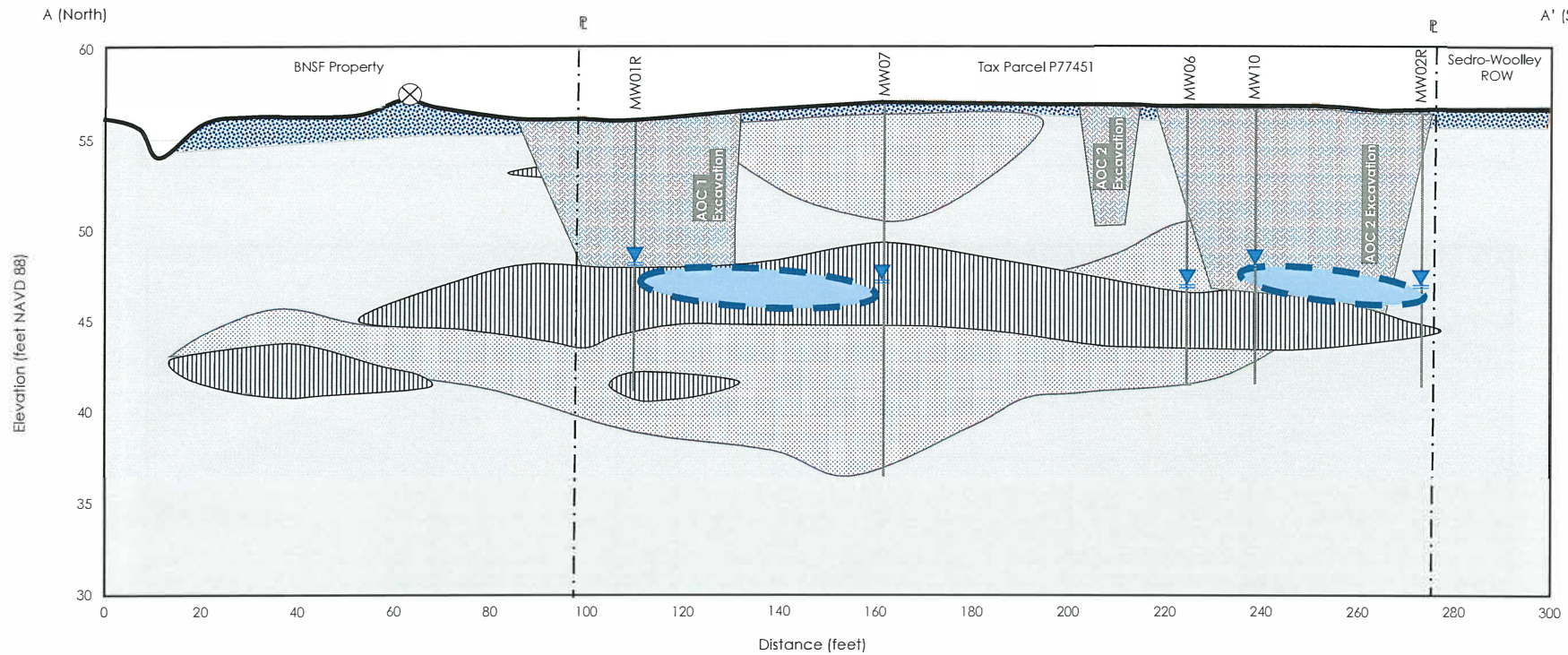
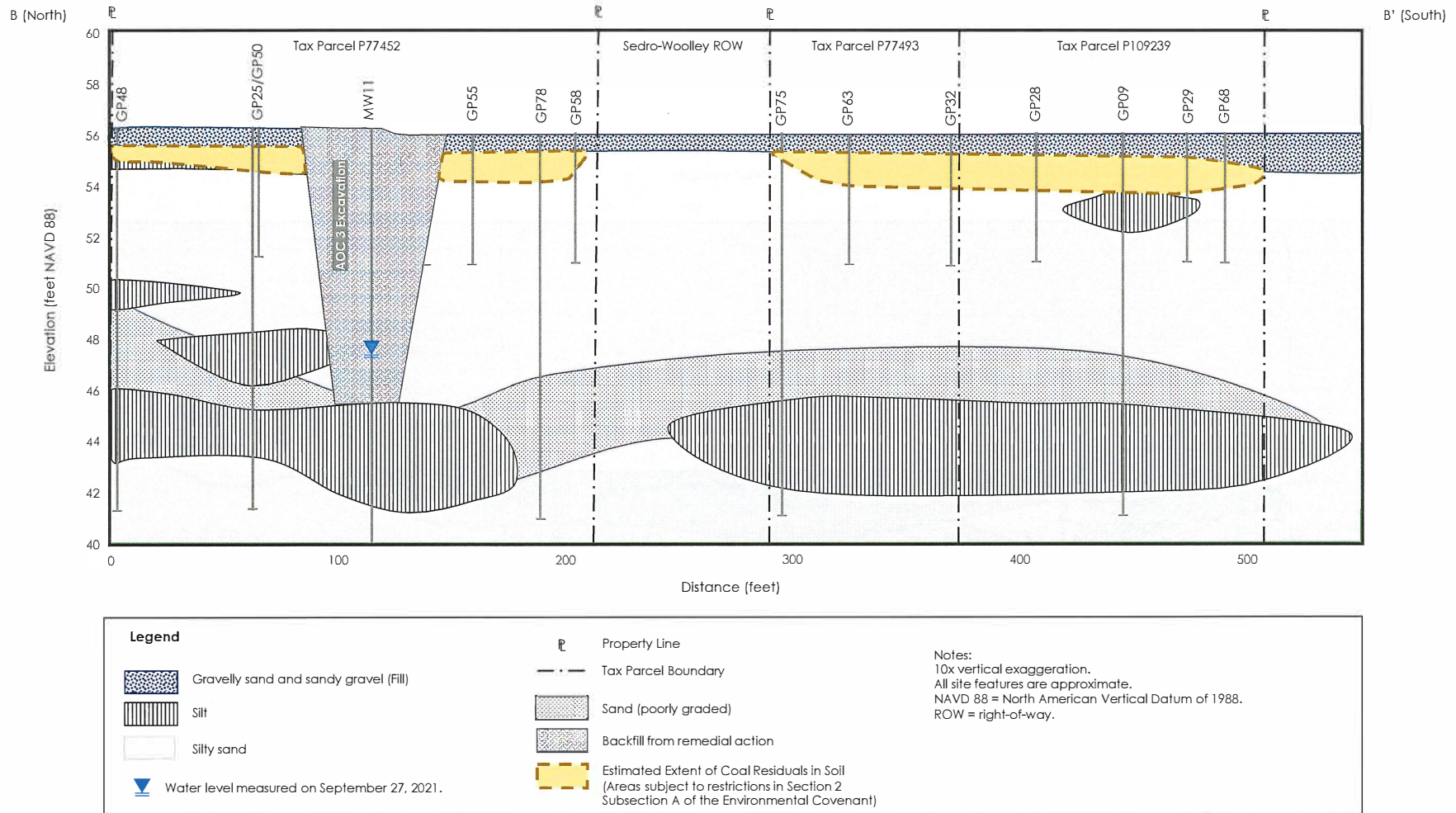


Figure 4
Geologic Cross Section B-B'
North Cascade Ford Property
116 West Ferry Street, Sedro-Woolley, Washington



Enclosure D

Basis for the Opinion: List of Documents

1. Maul Foster Alongi (MFA). Eighth Quarterly Compliance Groundwater Monitoring Event. September 8, 2022.
2. MFA. Seventh Quarterly Compliance Groundwater Monitoring Event. April 4, 2022.
3. Department of Ecology (Ecology). Comments on Groundwater Monitoring Program. March 15, 2022.
4. MFA. Sixth Quarterly Compliance Groundwater Monitoring Event. January 25, 2022.
5. Ecology. Opinion on Proposed Cleanup of a Property Associated with a Site. January 6, 2022.
6. MFA. Fifth Quarterly Compliance Groundwater Monitoring Event. November 12, 2021.
7. Ecology. Comments on Groundwater Monitoring Program. September 9, 2021.
8. MFA. Fourth Quarterly Compliance Groundwater Monitoring Event. August 9, 2021.
9. MFA. Third Quarterly Compliance Groundwater Monitoring Event. April 8, 2021.
10. MFA. Second Quarterly Compliance Groundwater Monitoring Event. January 26, 2021.
11. MFA. Monitoring Well Installation and First Quarterly Compliance Groundwater Monitoring Event. November 24, 2020.
12. MFA. Addendum to Groundwater Compliance Monitoring Plan. August 10, 2020.
13. MFA. Remedial Action Completion Report. July 13, 2020.
14. MFA. Memorandum, Remedial Actions and Next Steps. July 8, 2020.
15. MFA. Quarterly Groundwater Monitoring Results March 2019. May 30, 2019.
16. MFA. Quarterly Groundwater Monitoring Results October and December 2018. April 11, 2019.
17. MFA. Response to Ecology Comments on Draft Feasibility Study Addendum. December 3, 2018.
18. MFA. Revised Conceptual Site Model. November 21, 2018.

19. MFA. Feasibility Study Addendum. November 21, 2018.
20. Ecology. Comments on Draft Feasibility Study Addendum. November 13, 2018.
21. MFA. Request for Opinion, No Further Action in Area of Concern 4. August 17, 2018.
22. MFA. Supplemental Data Gap Investigation Report. August 8, 2017.
23. MFA. 2016 Data Gap Investigation Results. January 1, 2017.
24. MFA. Interim Remedial Action Completion Report. November 8, 2016.
25. Ecology. Opinion on Proposed Remedial Action. April 20, 2016.
26. MFA. Data Gap Investigation Work Plan. December 9, 2015.
27. MFA. Preliminary Remedial Investigation and Feasibility Study. December 9, 2015.
28. Ecology. Initial Investigation Field Report. June 8, 2012.
29. Whatcom Environmental. Phase II Environmental Site Assessment. March 14, 2012.