

King County Recorder's Office  
201 S Jackson St, Ste 204  
SEATTLE, WA 98104  
(206) 477-6620

---

Receipt#: 20742221042  
Cashiered: 01/23/2024 13:55:22  
Name: JUSTIN WOERTH  
Source:  
Return:

---

Instr #: 20240123000609  
Type: COVENANT (11 pages)  
RECORDING 2024 \$313.50

---

Total Documents: 1  
Credit Card EMV \$313.50

---

Total Fees: \$313.50  
Convenience Fee: \$7.37  
Total Payments: \$320.87  
Cashier: DUTTONR

Visit us at  
<http://KingCounty.gov/recorder>

RECEIVED

JAN 24 2024

POLLUTION LIABILITY  
INSURANCE AGENCY

After Recording Return  
Original Signed Covenant to:

Justin Woerth, L.Hg.  
Technical Team Supervisor  
Technical Assistance Program  
Pollution Liability Insurance Agency  
P.O. Box 40930  
Olympia, Washington 98504-0930



## Environmental Covenant

**Grantor:** Ondal, LLC

**Grantee:** State of Washington, Pollution Liability Insurance Agency (hereafter "PLIA")

**Brief Legal Description:** That portion of Government Lot 5 and of the Northeast quarter of the Southwest quarter of Section 13, Township 26 North, Range 6 East, Willamette meridian, in King County, Washington, excluding existing City of Duvall utility and sidewalk easements, as described in Exhibit A.

**Tax Parcel No.:** King County Tax Parcel 1326069012

### Cross References:

- No Further Action Letter (Pollution Liability Insurance Agency, December 27, 2023)

### RECITALS

- This document is an environmental (restrictive) covenant (hereafter "Covenant") executed pursuant to the Model Toxics Control Act ("MTCA"), chapter 70A.305 RCW, and Uniform Environmental Covenants Act ("UECA"), chapter 64.70 RCW.
- The Property that is the subject of this Covenant is part or all of a site commonly known as Town Center Mini-Mart (Facility Site ID 48143795). The Property is legally described in Exhibit A, and illustrated in Exhibit B, both of which are attached (hereafter "Property"). If there are differences between these two Exhibits, the legal description in Exhibit A shall prevail.

- c. The Property is the subject of remedial action conducted under MTCA. This Covenant is required because residual contamination remains on the Property after completion of remedial actions. Specifically, the following principal contaminants remain on the Property:

Medium	Principal Contaminants Present
Soil	Gasoline-range total petroleum hydrocarbons, benzene, toluene, ethylbenzene, total xylenes
Groundwater	None
Air/Vapor	Total petroleum hydrocarbons, benzene, and naphthalene

- d. It is the purpose of this Covenant to restrict certain activities and uses of the Property to protect human health and the environment and the integrity of remedial actions conducted at the site. Records describing the extent of residual contamination and remedial actions conducted are available through PLIA. This includes the following documents:
- Remedial Investigation Report and Focused Feasibility Study (Aspect 2017)
  - Draft Cleanup Action Plan (Aspect, 2021)
  - Groundwater Confirmation Results and Site Closure Memorandum (Aspect, 2022)
- e. This Covenant grants PLIA certain rights under UECA and as specified in this Covenant. As a Holder of this Covenant under UECA, PLIA 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 PLIA as an “agency” under UECA, other than its’ right as a holder, are not an interest in real property.

## COVENANT

Ondal, LLC, as Grantor and fee simple owner of the Property hereby grants to the Washington State Pollution Liability Insurance Agency (PLIA), and its successors and assignees, the following covenants. Furthermore, it is the intent of the Grantor that such covenants shall supersede any prior interests the GRANTOR has in the property and 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.** The Grantor shall not engage in any activity on the Property that may impact or interfere with the remedial action and any operation, maintenance, inspection or monitoring of that remedial action without prior written approval from PLIA.
- b. **Protection of Human Health and the Environment.** The Grantor shall not engage in any activity on the Property that may threaten continued protection of human health or the environment without prior written approval from PLIA. 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 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. **Land use.** The remedial action for the Property is based on a cleanup designed for a commercial property. As such, the Property shall be used in perpetuity only for commercial land uses as that term is defined in the rules promulgated under Chapter 70.105D RCW. Prohibited uses on the Property include but are not limited to residential uses, childcare facilities, and K-12 public or private schools. Changes in land use, including residential use or redevelopment that includes below grade structures such as basements are prohibited

without evaluation of potential exposure pathways and approval from PLIA. These land use restrictions shall apply within the area illustrated in Exhibit B.

- b. Containment of Soil.** The remedial action for the Property is based on containing contaminated soil under a cap consisting of the existing impervious paved surface. The primary purpose of the cap is to minimize the potential mobilization of soil contamination and leaching to groundwater. As such, the following restrictions shall apply within the area illustrated in Exhibit B.

The Grantor shall not alter or remove the existing impervious paved surface or structures on the Property in any manner that would expose contaminated soil, result in a release to the environment of contaminants, or create a new exposure pathway, without prior written approval of PLIA. Should the Grantor propose to remove all or a portion of the existing structures illustrated in Exhibit B so that access to the underlying contamination is feasible, PLIA may require treatment or removal of the underlying contaminated soil.

- c. Vapor/ Soil Gas Controls.** The residual contamination on the Property includes volatile chemicals that may generate harmful vapors. No new buildings, subsurface structures (vaults, stormwater conveyance systems, etc.) or any enclosed structures shall be constructed on the Property without notifying PLIA. If Property redevelopment that includes building construction is planned, PLIA must be notified during the planning stage. At that time, PLIA will provide technical advice to ensure the redevelopment does not cause a condition that could put potential receptors at risk from vapor intrusion. This may require additional vapor/soil gas data acquisition and subsequent evaluation. PLIA must approve the final Property redevelopment plan, prior to redevelopment work commencing. This vapor/soil gas control shall apply within the area illustrated in Exhibit B to minimize the potential for exposure to vapors.
- d. Groundwater use.** Groundwater beneath the Property is no longer contaminated and there are no groundwater use restrictions.

### **Section 3. Access.**

- a.** The Grantor shall maintain clear access to all remedial action components necessary to construct, operate, inspect, monitor and maintain the remedial action.
- b.** The Grantor freely and voluntarily grants PLIA 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.** The Grantor, when conveying any interest in any part of the Property illustrated in Exhibit B, including but not limited to title, easement, leases, and security or other interests, must:

i. Provide written notice to PLIA 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 POLLUTION LIABILITY INSURANCE AGENCY ON \_\_\_\_ AND RECORDED WITH THE KING COUNTY AUDITOR UNDER 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 PLIA, provide PLIA with a complete copy of the executed document within thirty (30) days of the date of execution of such document.

**b. Reporting Violations.** Should the Grantor become aware of any violation of this Covenant, Grantor shall promptly report such violation in writing to PLIA.

**c. Emergencies.** For any emergency or significant change in site conditions due to Acts of Nature (for example, flood or fire) resulting in a violation of this Covenant, the Grantor is authorized to respond to such an event in accordance with state and federal law. The Grantor must notify PLIA in writing of the event and response actions planned or taken as soon as practical but no later than within 24 hours of the discovery of the event.

**d. Notification procedure.** Any required written notice, approval, reporting or other communication shall be personally delivered or sent by first class mail to the following persons. 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.

<p>Ki-Tae You (Bobby) Ondal, LLC P.O. Box 1030 Duvall, WA 98019 (206) 349-6816 ryu6816@yahoo.com</p>	<p>Justin Woerth, L.Hg. Technical Team Supervisor Washington State Pollution Liability Insurance Agency P.O. Box 40930 Olympia, WA 98504-0930 (800) 822-3905 www.plia.wa.gov</p>
--------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**Section 5. Modification or Termination.**

a. Grantor must provide written notice and obtain approval from PLIA 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. PLIA must issue a public notice and provide an opportunity for the public to comment on the proposal; and
  - ii. If PLIA approves of the proposal, the Covenant must be amended to reflect the change before the activity or use can proceed.
- b. If the conditions at the site requiring a Covenant have changed or no longer exist, then the Grantor may submit a request to PLIA 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 the Grantor.
- b. Within ten (10) days of execution of this Covenant, Grantor shall provide PLIA with an original signed Covenant and proof of recording and a copy of the Covenant and proof of recording to others required by RCW 64.70.070.
- c. PLIA 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 PLIA, 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 PLIA of that term or of any subsequent breach of that term, or any other term in this Covenant, or of any rights of PLA under this Covenant.
- d. The Grantor shall be responsible for all costs associated with implementation of this Covenant. Furthermore, the Grantor, upon request by PLIA, shall be obligated to pay for PLIA's costs to process a request for any modification or termination of this Covenant and any approval required by this Covenant.
- e. This Covenant shall be liberally construed to meet the intent of MTCA and UECA.
- f. The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though such void provision had not been contained herein.
- g. A heading used at the beginning of any section or paragraph or exhibit of this Covenant may be used to aid in the interpretation of that section or paragraph or exhibit but does not override the specific requirements in that section or paragraph.

The undersigned Grantor warrants he/she holds the title to the Property and has authority to execute this Covenant.

EXECUTED this 5 day of January, 2024.

[Signature]

By: Ki tae You

Title: President

**REPRESENTATIVE ACKNOWLEDGEMENT**

STATE OF Washington  
COUNTY OF King

On this 5 day of January, 2024, I certify that Ki tae You personally appeared before me, acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute this instrument, and acknowledged it as the Owner of Ondal, LLC to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

[Signature]

Notary Public in and for the State of Washington  
Residing at Belleveue

My appointment expires May. 3. 2025



The Pollution Liability Insurance Agency, hereby accepts the status as GRANTEE and HOLDER of the above Environmental Covenant.

WASHINGTON STATE  
POLLUTION LIABILITY INSURANCE AGENCY



By: Justin Woerth, L.Hg.

Title: Technical Team Supervisor

Dated: December 27, 2023



## Exhibit A

### LEGAL DESCRIPTION

That portion of Government Lot 5 and of the Northeast quarter of the Southwest quarter of Section 13, Township 26 North, Range 6 East, Willamette Meridian, in King County, Washington, described as follows:

Beginning at the Southeast corner of Lot 9, Block 1, Duvall Division No. 3, according to the plat thereof, recorded in volume 19 of plats, page 99, in King County, Washington;  
Thence North  $88^{\circ}22'36''$  West along the South line of said Lot 9, produced Westerly, a distance of 198.87 feet to the Easterly margin of State Road 203 (Carnation-Duvall Road);  
Thence North  $15^{\circ}43'37''$  East along said margin 117.74 feet;  
Thence South  $74^{\circ}16'23''$  East, a distance of 25.00 feet;  
Thence South  $89^{\circ}49'41''$  East, a distance of 64.15 feet;  
Thence South  $0^{\circ}10'19''$  West, a distance of 40.19 feet;  
Thence South  $89^{\circ}49'41''$  East, a distance of 79.00 feet to the Northerly production of the East Line of Said Lot 9;  
Thence South  $0^{\circ}10'19''$  West along said line and along the East line of said Lot 9, a distance of 71.57 feet to the point of beginning.

(Also known as Lot A of City of Duvall Lot Line Adjustment recorded under recording number 8705260551.)

Excluding the following City of Duvall Utility and Sidewalk Easements, described as follows:

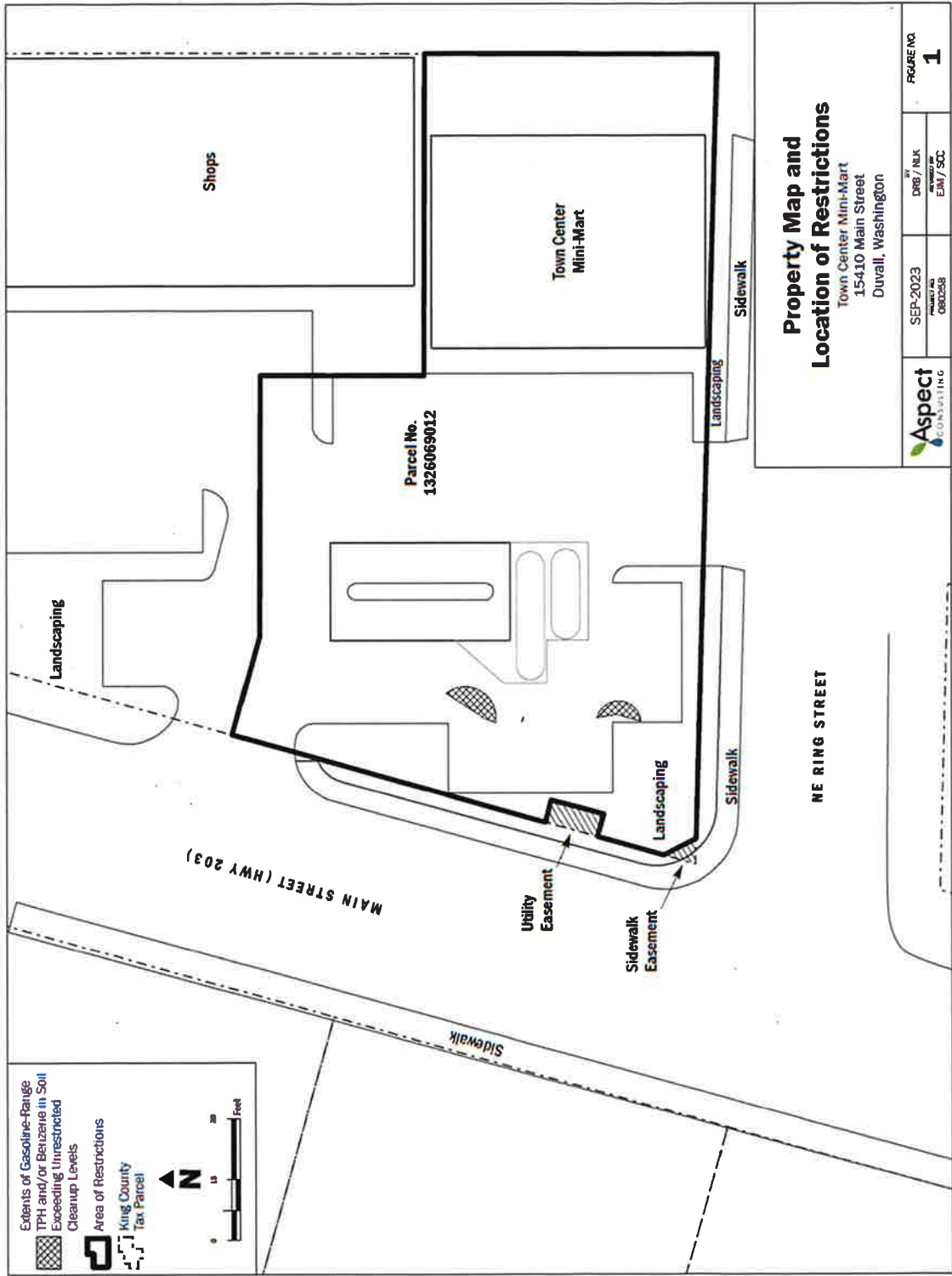
Beginning at the Southwest corner of Lot A, said corner being the intersection of the North Margin of Ring Street and the East Margin of SR 203 (Main Street);  
Thence North  $15^{\circ}42'22''$  East along said East Margin, 26.94 feet;  
Thence continuing North  $15^{\circ}42'22''$  East along said East Margin, 13.00 feet;  
Thence South  $74^{\circ}17'38''$  East, 5.50 feet;  
Thence South  $15^{\circ}42'22''$  West, 13.00 feet;  
Thence North  $74^{\circ}17'38''$  West, 5.50 feet to the point of beginning.  
Containing 72 square feet, more or less.

And:

Beginning at the Southwest corner of Lot A, said corner being the intersection of the North Margin of Ring Street and the East Margin of SR 203 (Main Street);  
Thence North  $15^{\circ}42'22''$  East along said East Margin, 8.00 feet;  
Thence South  $25^{\circ}57'37''$  East, 8.75 feet to said North Margin;  
Thence North  $88^{\circ}22'59''$  West, 6.00 feet to the point of beginning.  
Containing 23 square feet, more or less.

**Exhibit B**

**PROPERTY MAP AND LOCATIONS OF RESTRICTIONS**



**Property Map and Location of Restrictions**

Town Center Mini-Mart  
15410 Main Street  
Duval, Washington

	SEP-2023	DRE / INK	FIGURE NO.
	080258	EM / SEC	