

RETURN ADDRESS

Document Title(s)

ENVIRONMENTAL COVENANT

Reference Numbers(s) of related documents

Additional Reference #=s on page

Grantor(s) (Last, First and Middle Initial)

GJG, LLC

HENLEY DAVIES, LLC

Additional grantors on page

Grantee(s) (Last, First and Middle Initial)

State of Washington Dept of Ecology

Additional grantees on page

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

SWAN'S ADDITION TO OLYMPIA LT 8 BLK 40 1/37

SWAN'S ADDITION TO OLYMPIA LT 7 BLK 40 1/37

Additional legal is on page

Assessor's Property Tax Parcel/Account Number

78204000800

78204000700

Additional parcel #=s on page

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.



Signature of Requesting Party

5003943

01/26/2024 08:36 AM Covenant
Thurston County Washington
AEG ATLAS LLC-EDVARD MELESH

Pages: 18



After Recording Return
 Original Signed Covenant to:
 Steve Teel, LHG
 Toxics Cleanup Program
 Department of Ecology
 PO Box 47775
 Olympia, WA 98504-7775

Environmental Covenant

Grantors: GJG, LLC and HENLEY DAVIES, LLC

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

Brief Legal Description: SWAN'S ADDITION TO OLYMPIA LOT 8 BLK 40 1/37,
 SWAN'S ADDITION TO OLYMPIA LOT 7 BLK 40 1/37

Tax Parcel Nos.: 78204000800, 78204000700

Cross Reference: Consent Decree No. 14-2-02104-3

RECITALS

a. This document is an environmental (restrictive) covenant (hereafter "Covenant") executed pursuant to the Model Toxics Control Act ("MTCA"), chapter 70.105D RCW, and Uniform Environmental Covenants Act ("UECA"), chapter 64.70 RCW.

b. The Property that is the subject of this Covenant is part or all of a site commonly known as **Olympia Dry Cleaners, Facility/Site ID No. 1446**. 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	Tetrachloroethylene (PCE) and daughter products
Groundwater	PCE and daughter products

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 Ecology. This includes the following documents:

- Floyd|Snider. 2014. *Feasibility Study Addendum, Former Olympia Dry Cleaners, Olympia, Washington*. 3 January.
- SoundEarth Strategies. 2013. *Revised Draft Feasibility Study, Former Olympia Dry Cleaners, Olympia, Washington*. 26 February.
- Sound Environmental Strategies. 2009. *Revised Draft Remedial Investigation Report, Former Olympia Dry Cleaners, Olympia, Washington*. 9 October.
- Washington State Department of Ecology. 2014. *Cleanup Action Plan, Olympia Dry Cleaners Site, 606 Union Ave SE, Olympia, Washington*. 29 October.

- Floyd|Snider. 2015. *Remedial Action Completion Report, Former Olympia Dry Cleaners, Olympia, Washington*. November.
- Floyd|Snider. 2016. *Compliance Monitoring Plan, Former Olympia Dry Cleaners, Olympia, Washington*. January.
- Floyd|Snider. 2017. *2016 Annual Summary Report for Groundwater Compliance Monitoring, Former Olympia Dry Cleaners, Olympia, Washington*. 13 February.
- Floyd|Snider. 2018. *2017 Annual Summary Report for Groundwater Compliance Monitoring, Former Olympia Dry Cleaners, Olympia, Washington*. 30 April.
- Associated Environmental Group, LLC (AEG). 2020. *Annual Groundwater Compliance Monitoring Data Summary Report (2018 & 2019), Former Olympia Dry Cleaners*, 25 February.
- AEG. 2020-2022. Ongoing compliance monitoring reports.

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

GJG, LLC and HENLEY DAVIES, LLC, as Grantors and fee simple owners of the Property hereby grants to the Washington State Department of Ecology, and its successors and assignees, the following covenants. Furthermore, it is the intent of the Grantors that such covenants shall supersede any prior interests the GRANTORS have 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 Grantors shall not engage in any activity on the Property that may impact or interfere with the remedial action and any operation, maintenance, inspection or monitoring of that remedial action without prior written approval from Ecology.
- b. **Protection of Human Health and the Environment.** The Grantors 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.** Grantors 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. Grantors 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. Grantors 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, Grantors 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 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, K-12 public or private schools, parks, grazing of animals, and growing of food crops.

b. Containment of Soil/Waste Materials.

The remedial action for the Property is based on containing contaminated soil under a cap consisting of a 2,584-square-foot building, associated landscaping, and asphalt and concrete pavement, 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 to prevent mobilization of impacts in soil to groundwater via stormwater infiltration. As such, the following restrictions shall apply to the entire portion of tax parcel numbers 78204000800 and 78204000700:

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. The Grantors 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, the Grantors shall promptly repair the damage and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.

The Grantors shall not alter or remove the existing 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 Ecology. Should the Grantors propose to remove all or a portion of the existing structures illustrated in Exhibit C so that access to the underlying contamination is feasible, Ecology may require treatment or removal of the underlying contaminated soil.

To minimize the potential for mobilization of contaminants remaining in the soil on the Property, no stormwater infiltration facilities or ponds shall be constructed on the Property.

The Grantors covenant and agree 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, in writing and in a form or format approved by Ecology, the condition of the cap and any changes to the cap that would impair its performance.

c. Groundwater Use.

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

An exemption is made for the existing artesian well on the Property. The well is not connected to anything inside the existing building and has been tested and shown to be free of the principal contaminants present on the Property. Grantors shall not use water from this well without performing additional periodic testing.

d. Monitoring.

Several groundwater monitoring wells are located on the Property to monitor the performance of the remedial action. The Grantors shall maintain clear access to these devices and protect them from damage. The Grantors shall report to Ecology within forty-eight (48) hours of the discovery of any damage to any monitoring device. Unless Ecology approves of an alternative plan in writing, the Grantors 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. The Grantors shall maintain clear access to all remedial action components necessary to construct, operate, inspect, monitor, and maintain the remedial action.

b. The Grantors freely and voluntarily grant 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. The Grantors, when conveying any interest in any part of the Property, 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 THURSTON COUNTY AUDITOR UNDER RECORDING NUMBER [RECORDING NUMBER]. USES AND ACTIVITIES ON THIS PROPERTY MUST COMPLY WITH THAT COVENANT, A COMPLETE COPY OF WHICH IS ATTACHED TO THIS DOCUMENT.

iii. Unless otherwise agreed to in writing by Ecology, provide Ecology with a complete copy of the executed document within thirty (30) days of the date of execution of such document.

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

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

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

Steve Marshall On Behalf of GJG, LLC 7246 Holmes Island Rd SE Lacey, WA 98503-3438 (206) 909-2019 marshallsj@comcast.net	Audrey Henley Member of Henley Davies, LLC 606 Union Ave SE Olympia, WA 98501 (360) 888-3255 Audrey@revivalmotorsandcoffeeco.com	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 Olympia, WA 98504 – 7600 (360) 407-6000 ToxicsCleanupProgramHQ@ecy.wa.gov
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Section 5. Modification or Termination.

a. Grantors must provide written notice and obtain approval from Ecology at least sixty (60) days in advance of any proposed activity or use of the Property in a manner that is inconsistent with this Covenant. For any proposal that is inconsistent with this Covenant and permanently modifies an activity or use restriction at the site:

i. Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal; and

ii. If Ecology approves of the proposal, the Covenant must be amended to reflect the change before the activity or use can proceed.

b. If the conditions at the site requiring a Covenant have changed or no longer exist, then the Grantors may submit a request to Ecology that this Covenant be amended or terminated. Any amendment or termination of this Covenant must follow the procedures in MTCA and UECA and any rules promulgated under these chapters.

c. By signing this agreement, per RCW 64.70.100, the original signatories to this agreement, other than Ecology, agree to waive all rights to sign amendments to and termination of this Covenant.

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, Grantors shall provide Ecology with an original signed Covenant and proof of recording and a copy of the Covenant and proof of recording to others required by RCW 64.70.070.

- c.** Ecology shall be entitled to enforce the terms of this Covenant by resort to specific performance or legal process. All remedies available in this Covenant shall be in addition to any and all remedies at law or in equity, including MTCA and UECA. Enforcement of the terms of this Covenant shall be at the discretion of Ecology, and any forbearance, delay, or omission to exercise its rights under this Covenant in the event of a breach of any term of this Covenant is not a waiver by Ecology of that term or of any subsequent breach of that term, or any other term in this Covenant, or of any rights of Ecology under this Covenant.
- d.** The Grantors shall be responsible for all costs associated with implementation of this Covenant. Furthermore, the Grantors, upon request by Ecology, shall be obligated to pay for Ecology's costs to process a request for any modification or termination of this Covenant and any approval required by this Covenant.
- e.** This Covenant shall be liberally construed to meet the intent of MTCA and UECA.
- f.** The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though such void provision had not been contained herein.
- g.** A heading used at the beginning of any section or paragraph or exhibit of this Covenant may be used to aid in the interpretation of that section or paragraph or exhibit but does not override the specific requirements in that section or paragraph.

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

EXECUTED this 22 day of December, 2023

Signature: Jeanyne M. Marshall

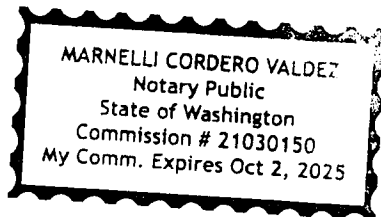
by: Ms. Jeanyne Marshall

Title: Trustee of the GJG, LLC

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF Thurston

On this 22nd day of December, 2023, I certify that Jeanyne Marshall personally appeared before me, acknowledged that **he/she** is the individual described herein and who executed the within and foregoing instrument and signed the same at **his/her** free and voluntary act and deed for the uses and purposes therein mentioned.



Marnelli C. Valdez
Notary Public in and for the State of Washington
Residing at Lacey, WA
My appointment expires 10/02/2025

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

EXECUTED this _____ day of _____, 20__.

Signature: _____

by: Ms. Audrey Henley

Title: Member of Henley Davies, LLC

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20__, I certify that _____
personally appeared before me, acknowledged that **he/she** is the individual described herein and who
executed the within and foregoing instrument and signed the same at **his/her** free and voluntary
act and deed for the uses and purposes therein mentioned.

Notary Public in and for the State of Washington
Residing at _____
My appointment expires _____

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

EXECUTED this 2 day of October, 2023

Signature: Audrey M. Henley

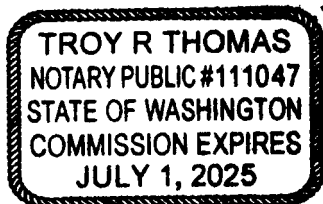
by: Ms. Audrey Henley

Title: Member of Henley Davies, LLC

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF Thurston

On this 2 day of October, 2023, I certify that Audrey M. Henley personally appeared before me, acknowledged that he/she is the individual described herein and who executed the within and foregoing instrument and signed the same at his/her free and voluntary act and deed for the uses and purposes therein mentioned.



[Signature]
Notary Public in and for the State of Washington
Residing at Olympia, WA
My appointment expires 7/1/2025

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

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Signature: Rebecca S. Lawson

by: Rebecca S. Lawson, PE, LHG

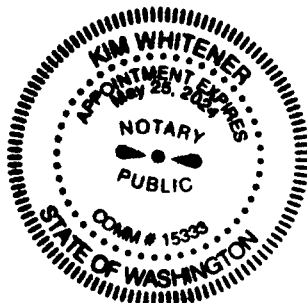
Title: Section Manager
Toxics Cleanup Program
Southwest Regional Office

Dated: 1/12/2024

STATE ACKNOWLEDGMENT

STATE OF WA
COUNTY OF Thurston

On this 12th day of January, 2024 I certify that Rebecca S. Lawson personally appeared before me, acknowledged that he/she is the Section Manager of the state agency that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument for said state agency.



Kim Whitener
Notary Public in and for the State of Washington

Residing at Thurston County

My appointment expires 5-25-2024

Exhibit A

LEGAL DESCRIPTION

APN 78204000700

LOT 7 OF BLOCK 40 OF SWANS ADDITION TO THE TOWN OF OLYMPIA AS RECORDED IN VOLUME 1 OF PLATS, PAGE 37, RECORDS OF THURSTON COUNTY, WASHINGTON.

APN 78204000800

LOT 8 OF BLOCK 40 OF SWANS ADDITION TO THE TOWN OF OLYMPIA AS RECORDED IN VOLUME 1 OF PLATS, PAGE 37, RECORDS OF THURSTON COUNTY, WASHINGTON.

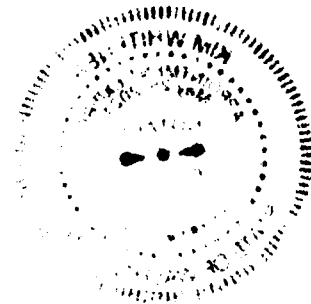


Exhibit B

PROPERTY MAP

Exhibit Figures on File With the
Washington State Department of Ecology and
Can Be Accessed Here:
<https://apps.ecology.wa.gov/cleanupsearch/site/4722>

Exhibit C

MAP ILLUSTRATING LOCATION OF RESTRICTIONS

Exhibit Figures on File With the
Washington State Department of Ecology and
Can Be Accessed Here:

<https://apps.ecology.wa.gov/cleanupsearch/site/4722>

After recording return to:

Attachment

Legal Department
City of Olympia
P.O. Box 1967
Olympia, WA 98507-1967

Document Title:	Subordination Agreement
Grantor:	City of Olympia, a Washington municipal corporation
Grantee:	State of Washington, Department of Ecology
Abbreviated Legal Description:	SWAN'S ADDITION TO OLYMPIA LOT 8 BLK 40 1/37, SWAN'S ADDITION TO OLYMPIA LOT 7 BLK 40 1/37
Assessor's Tax Parcel Number:	78204000800, 78204000700

SUBORDINATION AGREEMENT

KNOW ALL PERSONS, that the **City of Olympia**, a Washington municipal corporation, the owner and holder of that certain right-of-way legal described as follows:

That portion of the Northwest Quarter of the Northeast Quarter of Section 23, Township 18 North, Range 2 West, W.M., being in the JM Swan Donation Land Claim No. 41 and the E Sylvester Donation Land Claim No. 47, more particularly described as follows:

That portion of Cherry Street SE lying northerly of Union Avenue and adjacent to Lot 8 of Block 40 of the Plat of Swan's Addition to the Town of Olympia, as recorded January 27, 1892 in Book 1 of Plats, Page 37, records of Thurston County, Washington.

