



## Contact Information

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If you have any questions about this transmittal, please contact Frank Winslow at 509-424-0543 or [frank.winslow@ecy.wa.gov](mailto:frank.winslow@ecy.wa.gov).

Sincerely,



Treasure A. Mitchell  
VCP Coordinator  
HQ Cleanup Section  
Toxics Cleanup Program

Enclosure: Environmental Covenant to Record

By certified mail: 9489 0090 0027 6380 9797 34

cc by email: Diane Jacobson, [dijacobson246@gmail.com](mailto:dijacobson246@gmail.com)  
David A. Mitchell and Patricia A. Mitchell, [dampam.mitchell@gmail.com](mailto:dampam.mitchell@gmail.com)  
Doug Mullavey, [dmullavey@comcast.net](mailto:dmullavey@comcast.net)  
Erik G. Snyder, Ecology, [erik.snyder@ecy.wa.gov](mailto:erik.snyder@ecy.wa.gov)  
Frank Winslow, [frank.winslow@ecy.wa.gov](mailto:frank.winslow@ecy.wa.gov)  
Ecology Site File

## **Enclosure A**

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Environmental Covenant Package to Record

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After Recording Return  
Original Signed Covenant to:

Erik G. Snyder  
HQ Section Manager  
Toxics Cleanup Program  
Department of Ecology  
P.O. Box 47600  
Olympia, WA 98504-7600

## Environmental Covenant

**Grantor:** Diane Jacobsen, David A. Mitchell and Patricia A. Mitchell, husband and wife, and Douglas J. Mullavey and Vicki L. Gruger, co-Trustees of the Charles N. Mullavey Washington State Marital Trust

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

**Brief Legal Description:** GILMAN PARK ADD 1 & W 41 FT OF 2 LESS ALLEY, Plat Block 56, Plat Lots 1 and 2

**Tax Parcel No.:** 276770-0725

## RECITALS

**a.** This document is an environmental (restrictive) covenant (hereafter "Covenant") executed pursuant to the Model Toxics Control Act ("MTCA"), chapter 70A.305 RCW, and Uniform Environmental Covenants Act ("UECA"), chapter 64.70 RCW.

**b.** The Property that is the subject of this Covenant is part or all of a site commonly known as the Plantation Building Site; Facility Site ID: 12489, Cleanup Site ID #11614. 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	Tetrachloroethene, trichloroethene
Groundwater	Tetrachloroethene, trichloroethene, cis-1,2-dichloroethene, vinyl chloride
Surface Water/Sediment	N/A
Soil Vapor/Indoor Air	Tetrachloroethene, trichloroethene, cis-1,2-dichloroethene, vinyl chloride

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 (see <https://apps.ecology.wa.gov/cleanupsearch/site/11614>). This includes the Remedial Investigation and Feasibility Study, dated February 23, 2024, which was prepared by SoundEarth Strategies, Inc. (SoundEarth).

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 CERCLA), 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

Diane Jacobsen, David A. Mitchell and Patricia A. Mitchell, husband and wife, and Douglas J. Mullavey and Vicki L. Gruger, co-Trustees of the Charles N. Mullavey Washington State Marital Trust, as Grantor and fee simple owner of the Property, hereby grants to the Washington State Department of Ecology, and its successors and assignees, the following covenants. Furthermore, it is the intent of the Grantor that such covenants shall supersede any prior interests the Grantor has in the property and 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 Ecology.
- b. Protection of Human Health and the Environment.** The Grantor shall not engage in any activity on the Property that may threaten continued protection of human health or the environment without prior written approval from Ecology. This includes, but is not limited to, any activity that results in the release of residual contamination that was contained as a part of the remedial action or that exacerbates or creates a new exposure to residual contamination remaining on the Property.
- c. Continued Compliance Required.** Grantor shall not convey any interest in any portion of the Property without providing for the continued adequate and complete operation, maintenance, and monitoring of remedial actions and continued compliance with this Covenant.
- d. Leases.** Grantor shall restrict any lease for any portion of the Property to uses and activities consistent with this Covenant and notify all lessees of the restrictions on the use of the Property.
- e. Preservation of Reference Monuments.** 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. Containment of soil.** The remedial action for the Property is based on containing contaminated soil under a cap consisting of the existing building and hardscapes (i.e., asphalt and concrete pavement) and is located as illustrated in Exhibit C. The primary purpose of this cap is to minimize the potential for contact with contaminated soil and to minimize leaching of contaminants to groundwater. As such, the following restrictions shall apply within the area 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. The 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, the Grantor shall promptly repair the damage and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.

The Grantor 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 Grantor 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.

**b. Stormwater facilities.** 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. All stormwater catch basins, conveyance systems, and other appurtenances located within this area shall be of water-tight construction.

**c. Vapor controls.** The residual contamination on the Property includes chlorinated volatile organic compounds (CVOCs) in groundwater at concentrations that present a risk of vapor intrusion. As such, the following restrictions shall apply on the Property to minimize the potential for exposure to these vapors:

- i.** No building or other enclosed structure shall be constructed on the Property unless approved by Ecology.
- ii.** If a building or other enclosed structure is approved, it shall be constructed with a sealed foundation and a vapor control system that is operated and maintained to prevent the migration of vapors into the building or structure, unless an alternative approach is approved by Ecology.

**d. Groundwater use.** The groundwater within the area of the Property illustrated in Exhibit C remains contaminated and shall not be extracted for any purpose other than temporary construction dewatering, investigation, monitoring or remediation. Drilling of a well for any water supply purpose is strictly prohibited. Groundwater extracted 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.

**e. Monitoring.** Groundwater monitoring wells are located on the Property to monitor the performance of the remedial action. The Grantor shall maintain clear access to these devices and protect them from damage. The Grantor 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 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.** The Grantor shall maintain clear access to all remedial action components necessary to construct, operate, inspect, monitor, and maintain the remedial action.

**b.** The Grantor freely and voluntarily grants Ecology and its authorized representatives, upon 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 within the area of the Property described and illustrated in 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 KING COUNTY AUDITOR UNDER RECORDING NUMBER [RECORDING NUMBER]. USES AND ACTIVITIES ON THIS PROPERTY MUST COMPLY WITH THAT COVENANT, A COMPLETE COPY OF WHICH IS ATTACHED TO THIS DOCUMENT.**

- iii. Unless otherwise agreed to in writing by Ecology, provide Ecology with a complete copy of the executed document within thirty (30) days of the date of execution of such document.
- b. **Reporting Violations.** Should the Grantor become aware of any violation of this Covenant, Grantor shall promptly report such violation in writing to Ecology.
- c. **Emergencies.** For any emergency or significant change in site conditions due to Acts of Nature (for example, flood or fire) 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 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.

Doug Mullavey  
 Charles N Mullavey Washington State  
 Marital Trust  
 PO Box 645  
 Mukilteo, Washington 98275  
[dmullavey@comcast.net](mailto:dmullavey@comcast.net)

Diane Jacobsen  
 218 Main Street, #738  
 Kirkland, Washington 98033  
[dijacobsen246@gmail.com](mailto:dijacobsen246@gmail.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](mailto:ToxicsCleanupProgramHQ@ecy.wa.gov)

## Section 5. Modification or Termination.

- a. Grantor must provide written notice and obtain approval from Ecology at least sixty (60) days in advance of any proposed activity or use of the Property in a manner that is inconsistent with this Covenant. For any proposal that is inconsistent with this Covenant and permanently modifies an activity or use restriction at the site:
- i. Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal; and

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

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

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

a. This Covenant is being freely and voluntarily granted by the Grantor.

b. Within ten (10) days of execution of this Covenant, Grantor shall provide Ecology with an original signed Covenant and proof of recording and a copy of the Covenant and proof of recording to others required by RCW 64.70.070.

c. Ecology shall be entitled to enforce the terms of this Covenant by resort to specific performance or legal process. All remedies available in this Covenant shall be in addition to any and all remedies at law or in equity, including MTCA and UECA. Enforcement of the terms of this Covenant shall be at the discretion of Ecology, and any forbearance, delay or omission to exercise its rights under this Covenant in the event of a breach of any term of this Covenant is not a waiver by Ecology of that term or of any subsequent breach of that term, or any other term in this Covenant, or of any rights of Ecology under this Covenant.

d. The Grantor shall be responsible for all costs associated with implementation of this Covenant. Furthermore, the Grantor, upon request by Ecology, shall be obligated to pay for Ecology's costs to process a request for any modification or termination of this Covenant and any approval required by this Covenant.

e. This Covenant shall be liberally construed to meet the intent of MTCA and UECA.

f. The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though such void provision had not been contained herein.

g. A heading used at the beginning of any section or paragraph or exhibit of this Covenant may be used to aid in the interpretation of that section or paragraph or exhibit but does not override the specific requirements in that section or paragraph.

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

EXECUTED this 12<sup>th</sup> day of February, 2025.

Diano Jacobsen  
(Signature)

by: DIANO JACOBSEN  
(Printed name)

Title: OWNER

**REPRESENTATIVE ACKNOWLEDGEMENT**

STATE OF California

COUNTY OF Riverside

On this 12<sup>th</sup> day of February, 2025, I certify that \_\_\_\_\_

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

\_\_\_\_\_ of \_\_\_\_\_  
[TYPE OF AUTHORITY] [NAME OF PARTY BEING REPRESENTED]

to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

**SEE ATTACHMENT**

\_\_\_\_\_  
Notary Public in and for the State of Washington

Residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California,  
County of Riverside )

On February 12<sup>th</sup>, 2025 before me, Cynthia Sanchez, Notary Public  
(insert name and title of the officer)

personally appeared Diane Jacobsen

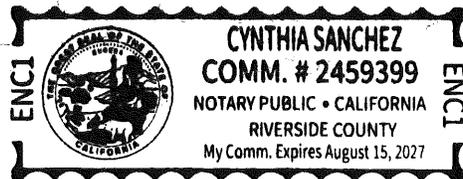
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



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

EXECUTED this 12 day of February, 2025.

David A. Mitchell  
(Signature)

by: David A. Mitchell  
(Printed name)

Title: Partner

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF Hawaii  
CITY & COUNTY OF Honolulu

On this 12th day of February, 2025, I certify that David A. Mitchell

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 Partner of Plantation Bldg.  
[TYPE OF AUTHORITY] [NAME OF PARTY BEING REPRESENTED]

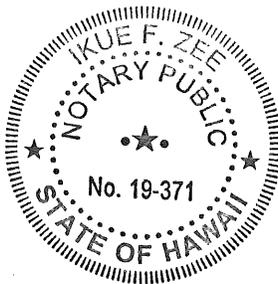
to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Ikuu F. Zee

Notary Public in and for the State of ~~Washington~~ Hawaii

Residing at Honolulu, HI

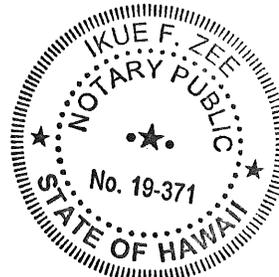
My appointment expires 08/25/2027



NOTARY PUBLIC CERTIFICATION  
Ikuu F. Zee First Judicial Circuit  
Doc. Description: Environmental  
Covenant

No. of Pages: 15 Date of Doc. 02/12/2025

Ikuu F. Zee 02/12/2025  
Notary Signature Date



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

EXECUTED this 12 day of Feb., 2025.

Patricia Ann Mitchell  
(Signature)

by: Patricia Ann Mitchell  
(Printed name)

Title: partner

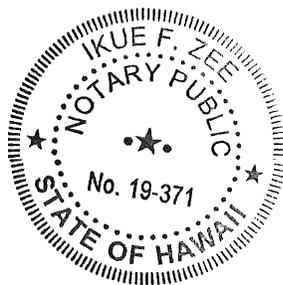
REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF Hawaii  
CITY &  
COUNTY OF Honolulu

On this 12th day of February, 2025, I certify that Patricia A. Mitchell

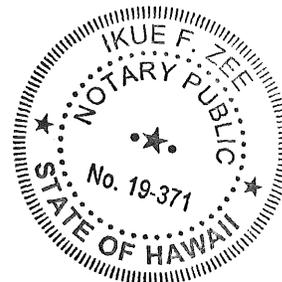
personally appeared before me, acknowledged that **he/she** signed this instrument, on oath stated that **he/she** was authorized to execute this instrument, and acknowledged it as the Partner of Plantation Bldg  
[TYPE OF AUTHORITY] [NAME OF PARTY BEING REPRESENTED]

to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.



Ikue F. Zee  
Notary Public in and for the State of ~~Washington~~ <sup>Hawaii</sup>  
Residing at Honolulu, HI  
My appointment expires 08/25/2027

NOTARY PUBLIC CERTIFICATION  
Ikue F. Zee First Judicial Circuit  
Doc. Description: Environmental  
Covenant  
No. of Pages: 15 Date of Doc. 02/12/2025  
Ikue F. Zee 02/12/2025  
Notary Signature Date



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

EXECUTED this 12<sup>TH</sup> day of FEBRUARY, 2025.

Douglas J. Mullavey  
(Signature)

by: DOUGLAS J. MULLAVEY  
(Printed name)

Title: \_\_\_\_\_

CO-TRUSTEE OF THE CHARLES N. MULLAVEY  
WASHINGTON STATE MARITAL TRUST

**REPRESENTATIVE ACKNOWLEDGEMENT**

STATE OF WA

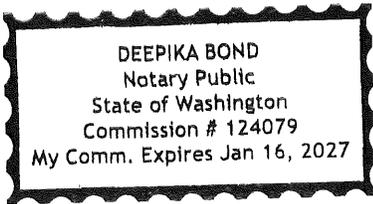
COUNTY OF King

On this 12<sup>th</sup> day of February, 2025, I certify that Douglas J. Mullavey

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

Co-Trustee of Charles N. Mullavey Wa. State Marital Trust  
[TYPE OF AUTHORITY] [NAME OF PARTY BEING REPRESENTED]

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 Shoreline

My appointment expires 01/16/2027

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

EXECUTED this 12<sup>th</sup> day of February, 2025.

Vicki L Gruger  
(Signature)

by: Vicki Gruger  
(Printed name)

Title: CO-Trustee of the Charles N Mullavey Washington State marital Trust

**REPRESENTATIVE ACKNOWLEDGEMENT**

STATE OF WA

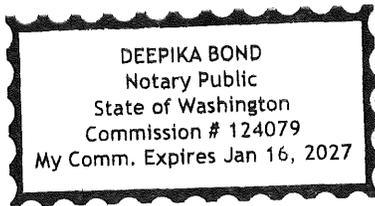
COUNTY OF King

On this 12<sup>th</sup> day of February, 2025, I certify that Vicki L. Gruger

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

CO-Trustee of Charles N. Mullavey WA State Marital Trust  
[TYPE OF AUTHORITY] [NAME OF PARTY BEING REPRESENTED]

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 Shoreline

My appointment expires 01/16/2027

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

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

  
\_\_\_\_\_  
(Signature)

Erik G. Snyder  
Section Manager – HQ Cleanup Section  
Toxics Cleanup Program  
Department of Ecology

Dated: 3/4/25

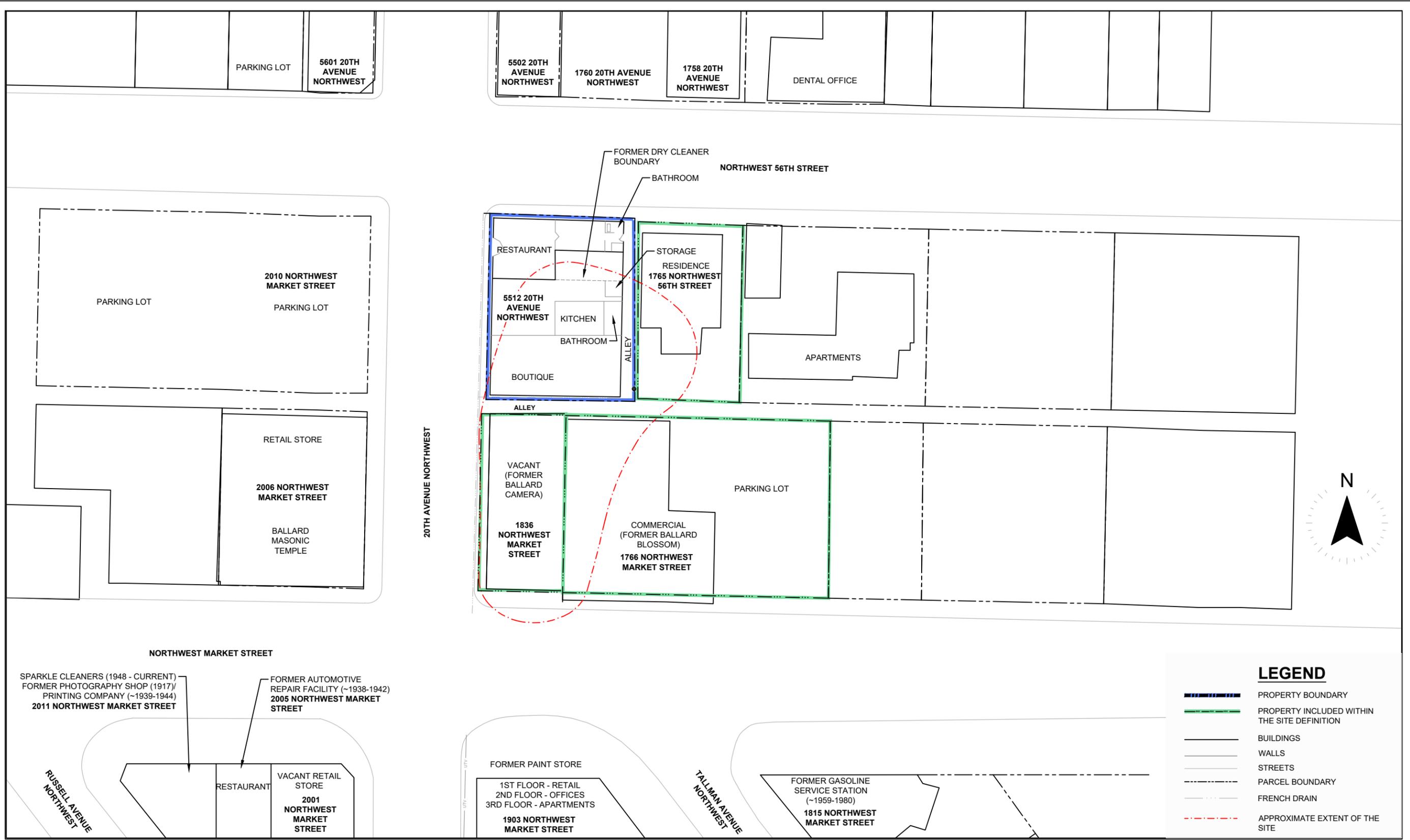
**Exhibit A**

**LEGAL DESCRIPTION**

Parcel 276770-0725: Section 22 Township 24N Range 04E NW Quarter:

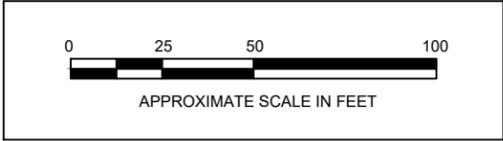
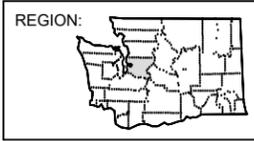
GILMAN PARK ADD 1 & W 41 FT OF 2 LESS ALLEY, Plat Block 56, Plat Lots 1 and 2

**Exhibit B**  
**PROPERTY MAP**



DATE: 10/01/24  
 DRAWN BY: CJT  
 CHECKED BY: TJC  
 CAD FILE: 0627-003\_2024\_EC\_Exhibit B

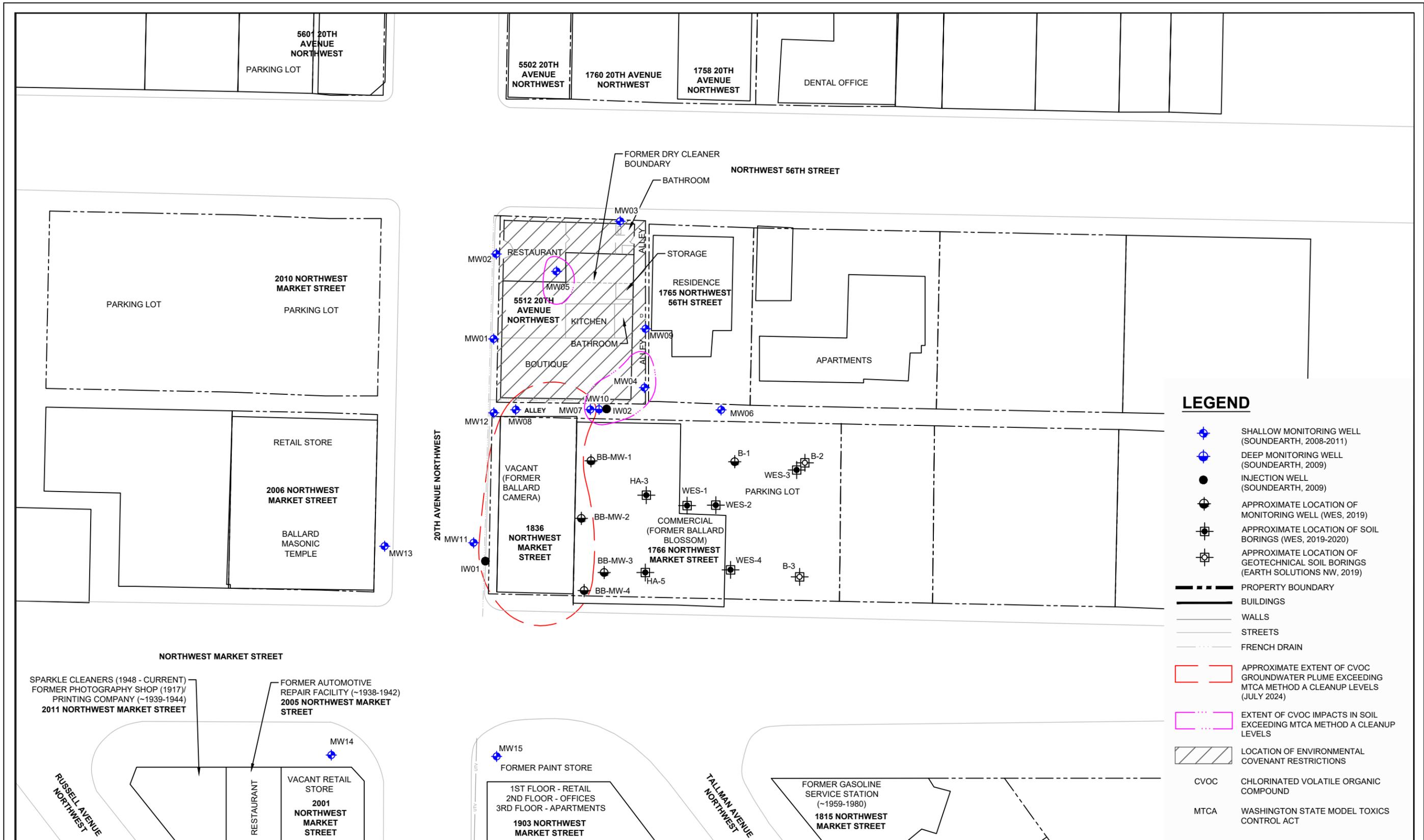
PROJECT NAME: 20TH AVENUE NORTHWEST PROPERTY  
 PROJECT NUMBER: 0627-003  
 STREET ADDRESS: 5512-5522 20TH AVENUE NORTHWEST  
 CITY, STATE: SEATTLE, WASHINGTON



**EXHIBIT B**  
PROPERTY MAP

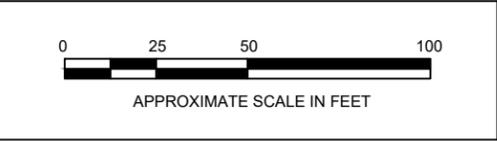
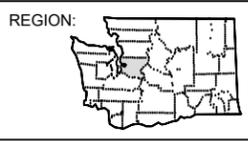
**Exhibit C**

**MAP ILLUSTRATING LOCATION OF RESTRICTIONS**



DATE: 09/03/24  
 DRAWN BY: CJT  
 CHECKED BY: TJC  
 CAD FILE: 0627-003\_2024\_GD\_Fig2

PROJECT NAME: 20TH AVENUE NORTHWEST PROPERTY  
 PROJECT NUMBER: 0627-003  
 STREET ADDRESS: 5512-5522 20TH AVENUE NORTHWEST  
 CITY, STATE: SEATTLE, WASHINGTON



**EXHIBIT C**  
 MAP ILLUSTRATING LOCATION OF RESTRICTIONS