



STATE OF WASHINGTON  
**DEPARTMENT OF ECOLOGY**

PO Box 47600 • Olympia, Washington 98504-7600 • 360-407-6300

April 1, 2025

Greg Peters  
Farallon Consulting  
13555 SE 36th St, Ste 320  
Bellevue, WA 98006  
[gpeters@farralonconsulting.com](mailto:gpeters@farralonconsulting.com)

**Re: Transmittal of Signed Environmental Covenant**

**Site name:** Arco Products Co Portland Ave *a.k.a.* Weir Property/ARCO Products  
**Site address:** 8502 Portland Ave, Tacoma, Pierce County, WA 98445  
**Facility/Site ID:** 93886887  
**Cleanup Site ID:** 6900  
**VCP Project ID:** SW1458

Dear Greg Peters:

The Washington State Department of Ecology (Ecology) has signed an environmental covenant (EC) on March 27, 2025, affecting Pierce County tax parcel number 0320341012 and 0320341800. This letter transmits the hard copy of the signed EC, Exhibits, and supporting plan (EC package in **Enclosure A**).

Next, record the EC package in **Enclosure A** with Pierce County. **Do not include this letter as part of the recorded document.** Please keep a high-quality copy of the recorded EC for your records.

**Submit the original (wet signature) recorded hard copy of the EC to Ecology<sup>1</sup> at:**

Treasure Mitchell  
VCP Coordinator  
Department of Ecology  
Toxics Cleanup Program, HQ  
300 Desmond Dr NE  
Lacey, WA 98503

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<sup>1</sup> To ensure proper delivery and to track the EC, Ecology recommends using USPS Certified mail, FedEx, or UPS.

## Contact Information

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If you have any questions about this transmittal, please contact Chris Maurer at 360-407-7223 or [christopher.maurer@ecy.wa.gov](mailto:christopher.maurer@ecy.wa.gov).

Sincerely,



Treasure A. Mitchell  
VCP Coordinator  
Toxics Cleanup Program  
Headquarters Section

Enclosure: Environmental Covenant to Record

By certified mail: 9489 0090 0027 6380 9797 41

cc by email: Lonnie Weir, [lonniemweir@yahoo.com](mailto:lonniemweir@yahoo.com)  
Amy Hargrove, Ecology, [amy.hargrove@ecy.wa.gov](mailto:amy.hargrove@ecy.wa.gov)  
Chris Maurer, Ecology, [christopher.maurer@ecy.wa.gov](mailto:christopher.maurer@ecy.wa.gov)  
Erik G. Snyder, Ecology, [erik.snyder@ecy.wa.gov](mailto:erik.snyder@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:

Christopher Maurer  
Toxics Cleanup Program  
Department of Ecology  
PO Box 47600  
Olympia, WA 98504-7600

## Environmental Covenant

**Grantor:** Estate of Inez Weir (n/k/a Estate of Inez Weir Van Antwerp)

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

**Brief Legal Description:** Section 34 Township 20 Range 03 Quarter 13: E 180 ft of N 100 ft of S 941.51 ft of E 1/2 of W 1/2 of SW of NE EXC E 30ft Thereof for Portland AVE Extension Rd.

**Tax Parcel Nos.:** Pierce County Parcel Nos. 0320341012 and 0320341800

**Cross Reference:** None

### 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 Arco Products Co Portland Ave Site and assigned Ecology Facility Identification No. 93886887. 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	Diesel-range organics and gasoline-range organics
Groundwater	Not Applicable
Surface Water/Sediment	Not Applicable

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.

- *Cleanup Action Closure Report, Weir Site, 8502 Portland Avenue East, Tacoma, Washington, dated November 10, 2023.*

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

The Estate of Inez Weir, as Grantor and 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 Environmental Covenant - 2

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/waste materials.** The remedial action for the Property is based on containing contaminated soil under a cap consisting of asphalt and gravel and located as illustrated in Exhibit B. The primary purpose of this cap is to provide a physical barrier between contaminated soil and any potential human contact. As such, the following restrictions shall apply within the area illustrated in Exhibit B:

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.

**b. Groundwater Use.** No contaminated groundwater remains at the Site above MTCA cleanup levels. However, remaining soil contamination indicates a potential risk to groundwater. As such, the following restrictions shall apply:

The groundwater beneath the Property remains potentially 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.”

### **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 B, 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 [COUNTY] 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 Environmental Covenant - 5

Covenant, an alternative to personal delivery or first class mail, such as e-mail or other electronic means, may be used for these communications.

The Estate of Inez Weir  
1918 24<sup>th</sup> Avenue CT SW  
Puyallup, WA 98373  
[lonnie.weir@gmail.com](mailto:lonnie.weir@gmail.com)  
Phone: 253-537-0231

Environmental Covenants Coordinator  
Washington State Department of Ecology  
Toxics Cleanup Program  
PO 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 25 day of FEBRUARY, 2025.

Lonnie M. Weir  
Signature

by: Lonnie M Weir  
Printed name

Title: EXECUTOR

**[Notary Language on Following Page]**



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

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY



Signature

by: Erik G. Snyder  
Section Manager  
Toxics Cleanup Program  
Headquarters

Dated: 3/27/25

**Exhibit A**

**LEGAL DESCRIPTION**

Section 34 Township 20 Range 03 Quarter 13: E 180 ft of N 100 ft of S 941.51 ft of  
E 1/2 of W 1/2 of SW of NE EXC E 30ft Thereof For Portland AVE Extension Rd.

**Exhibit B**

**PROPERTY MAP ILLUSTRATION LOCATION OF RESTRICTIONS**