



After Recording Return
Original Signed Covenant to:

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

Environmental Covenant

Grantor: RW Phinney Property LLC

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

Brief Legal Description: Lots 1, 2, and 3, Block 1, Garland's First Addition to the City of Seattle, according to the plat thereof recorded in Volume 15 of Plats, page 42, in King County, Washington. Except the West 10 feet of said Lot 1, condemned in King County Superior Court Cause No. 65489 for widening of Greenwood Avenue, as provided for in Ordinance No. 19334 of the City of Seattle. Situated in the County of King, State of Washington

Tax Parcel Nos.: 270810-0005

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 Auto Technician Inc, Facility Site ID 49454698. 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	Total petroleum hydrocarbons as gasoline-range organics, benzene, toluene, ethylbenzene, and total xylenes
Groundwater	N/A
Air/Vapor	N/A

- 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.

- *Remedial Investigation and Feasibility Study Report*. Prepared by Farallon Consulting, LLC. May 8, 2024.

- 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

RW Phinney Property LLC, as Grantor and 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. **Containment of soil/waste materials.** The remedial action for the Property is based on containing contaminated soil under a cap consisting of asphalt and concrete 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 PLIA. The Grantor shall report to PLIA within forty-eight (48) hours of the discovery of any damage to the cap. Unless an alternative plan has been approved by PLIA in writing, the Grantor shall promptly repair the damage and submit a report documenting this work to PLIA within thirty (30) days of completing the repairs.

- b. **Vapor/gas controls.** The residual contamination on the Property includes volatile chemicals that may generate harmful vapors. As such, the following restrictions shall apply within the area of the Property illustrated in Exhibit B to minimize the potential for exposure to these vapors:
1. No building or other enclosed structure shall be constructed within this area unless approved by PLIA.
 2. If a building or other enclosed structure is approved, it shall be constructed with a sealed foundation and a soil gas control system that is operated and maintained to prevent the migration of soil gas into the building or structure, unless an alternative approach is approved by PLIA.

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 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 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.
- iv. Unless otherwise agreed to in writing by PLIA, provide PLIA with the name, address, telephone number, and email address for the conveyee.
- 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.

RW Phinney Property LLC c/o Stuart Faris 14360 Southwest Walton Street Beaverton, Oregon 97006 stuartfaris@gmail.com (503) 432-5441	Justin Woerth, LG, LHG Supervisor Washington State Pollution Liability Insurance Agency P.O. Box 40930 Olympia, WA 98504-0930 (800) 822-3905 www.plia.wa.gov
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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 PLIA 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 27th day of March, 2025.

[Signature]
Signature

By: STUART FARIS
Printed Name

Title: MEMBER

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON
COUNTY OF WASHINGTON

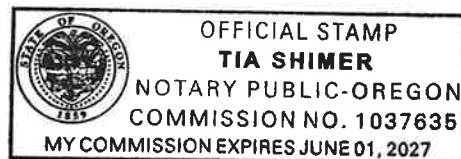
Signed or attested before me on MARCH 27th, 2025, by TIA SHIMER.
Date Printed Name

[Signature]

Notary Public in and for the State of OREGON

Title of office: _____

My commission expires: JUNE 01, 2027



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

WASHINGTON STATE
POLLUTION LIABILITY INSURANCE AGENCY



Signature

By: Justin Woerth, LG, LHG

Title: Technical Assistance Program Supervisor

Dated: March 6, 2025



Exhibit A

LEGAL DESCRIPTION

Lots 1, 2, and 3, Block 1, Garland's First Addition to the City of Seattle, according to the plat thereof recorded in Volume 15 of Plats, page 42, in King County, Washington;

Except the West 10 feet of said Lot 1, condemned in King County Superior Court Cause No. 65489 for widening of Greenwood Avenue, as provided for in Ordinance No. 19334 of the City of Seattle.

Situated in the County of King, State of Washington.

Exhibit B

PROPERTY MAP

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