

After Recording Return
Original Signed Covenant to:

Russell E. Olsen, M.P.A.
Executive Director
Technical Assistance Program
Pollution Liability Insurance Agency
P.O. Box 40930
Olympia, Washington 98504-0930

Environmental Covenant

Grantor: Ms. Dawn Fitzgerald-Welch

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

Brief Legal Description: Section 7 Township 28 Range 6 Quarter SW - LOT 2 CITY OF SNO
SP SVC-98-3-SSD REC AFN 200308195005 BEING PTN SW1/4 SE1/4 SD SEC & SE1/4
SW1/4 12-28-5

Tax Parcel Nos.: 28060700308002

Cross Reference: Property-Specific No Further Action Opinion for CSID 13008, FSID
27911176, PTAP Project No. PNW140

RECITALS

- a. This document is an environmental (restrictive) covenant (hereafter "Covenant") executed pursuant to the Model Toxics Control Act ("MTCA"), chapter 70A.300 RCW, and Uniform Environmental Covenants Act ("UECA"), chapter 64.70 RCW.
- b. The Property that is the subject of this Covenant is part of a site commonly known as Step In Style Hair Design; PTAP PNW140, FS 27911176. 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	Petroleum as gasoline, benzene, toluene, ethylbenzene, total xylenes
Groundwater	Petroleum as gasoline, benzene, (potentially) toluene, ethylbenzene, and total xylenes
Air/Vapor	Not Applicable (based on current Site use)
Surface Water	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 PLIA. These records include the following: (i) Preliminary Planning Assessment (PPA) Phase 2 Report, Step in Style Hair Design, 712 and 714 Avenue D, Snohomish, Washington, by SLR of April 29, 2021, (ii) Step In Style Hair Design, Preliminary Planning Assessment Report (PPA) – PLIA by SLR of April 2019, and (iii) Recommended Alternative Addendum, Step in Style Hair Design, Avenue D, Snohomish, Washington, PTAP PNW140, by SLR of June 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

Ms. Dawn Fitzgerald-Welch, as Grantor and fee 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 an existing cap consisting of asphalt and concrete pavement at the Property located as illustrated in Exhibit B. A purpose of this cap is to minimize the potential for contact with contaminated soil, minimize leaching of contaminants to groundwater, and to prevent site stormwater runoff from contacting

contaminated soil. As such, the following restrictions shall apply within the area illustrated in Exhibit B:

- i. 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's 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.
 - ii. The Grantor covenants and agrees that it shall annually, or at another time as approved in writing by PLIA, inspect the cap and report within thirty (30) days of the inspection the condition of the cap and any changes to the cap that would impair its performance.
- b. Groundwater use.** The groundwater beneath the area of the Property illustrated in Exhibit B 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.
- c. Monitoring.** Several groundwater monitoring wells are located on the Property. The Grantor shall maintain clear access to these devices and protect them from damage. Three groundwater monitoring wells are located within the Site in the right-of-way managed by the City of Snohomish adjacent to the Property, which, upon the City's grant of access, Grantor agrees to use to monitor the performance of the remedial action consistent with the Grantor's Compliance Monitoring and Sampling Plan approved by PLIA. The Grantor shall report to PLIA within forty-eight (48) hours of the discovery of any damage to any monitoring device. Unless PLIA approves of an alternative plan 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.

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 on the Property.
- 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.

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 19 day of Oct., 2023.

Dawn M. Shaffer

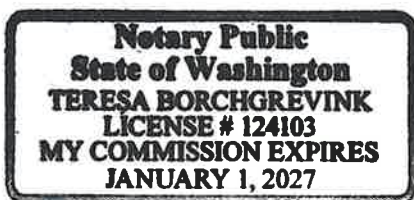
By: _____

Title: _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF Snohomish

On this 19th day of October, 2023 I certify that Dawn M. Shaffer 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.



Teresa Borchgrevink
Notary Public in and for the State of Washington
Residing at Marysville
My appointment expires 1-1-2027

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

WASHINGTON STATE
POLLUTION LIABILITY INSURANCE AGENCY

Russell E Olsen

By: Russell E. Olsen, M.P.A.

Title: Executive Director

Dated: 8/28/2023

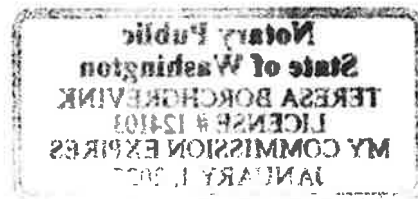


Exhibit A

LEGAL DESCRIPTION

**Section 7 Township 28 Range 6 Quarter SW - LOT 2 CITY OF SNO SP SVC-98-3-SSD
REC AFN 200308195005 BEING PTN SW1/4 SE1/4 SD SEC & SE1/4 SW1/4 12-28-5**

Exhibit B

**PROPERTY MAP
(NEXT PAGE)**