



STATE OF WASHINGTON  
**DEPARTMENT OF ECOLOGY**

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

May 21, 2025

Mark Wolf  
Mt. Vernon LLC  
PO Box 1858  
Anacortes, WA 98221  
[mwolfuso@gmail.com](mailto:mwolfuso@gmail.com)

**Re: Transmittal of Signed Environmental Covenant**

**Site name:** U Save Oil Mount Vernon  
**Site address:** 1633 Riverside Dr, Mount Vernon, Skagit County, WA 98273  
**Facility/Site ID:** 86757962  
**Cleanup Site ID:** 6788  
**VCP Project ID:** NW3371

Dear Mark Wolf:

The Washington State Department of Ecology (Ecology) has signed an environmental covenant (EC) on May 21, 2025, affecting Skagit County tax parcel number P26186. 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 Skagit 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, and submit the original (wet signature) recorded hard copy of the EC to Ecology at:

Treasure Mitchell  
VCP Coordinator  
HQ Cleanup Section  
Department of Ecology  
Toxics Cleanup Program

(by USPS):  
PO Box 47600  
Olympia, WA 98504-7600

or

(by UPS or FedEx):  
300 Desmond Dr NE  
Lacey, WA 98503

## Contact Information

---

If you have any questions about this transmittal, please contact JG Cook at 360-763-2777 or [jason.cook@ecy.wa.gov](mailto:jason.cook@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 65

cc by email: JG Cook, [jason.cook@ecy.wa.gov](mailto:jason.cook@ecy.wa.gov)

Erik G. Snyder, Ecology, [erik.snyder@ecy.wa.gov](mailto:erik.snyder@ecy.wa.gov)  
Ecology Site File

## **Enclosure A**

---

Environmental Covenant Package to Record

*This page intentionally left blank.*

After Recording Return  
Original Signed Covenant to:

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

## Environmental Covenant

**Grantors:** Mt. Vernon, LLC and the City of Mount Vernon

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

**Brief Legal Description:**

That portion of the Northeast 1/4 of the Southeast 1/4 of Section 18, Township 34 North, Range 4 East, W.M., described as follows:

BEGINNING at the Northeast corner of the above described said subdivision; thence South along the East line of said subdivision, 30 feet; thence South 89°19'30" West parallel to the North line of said subdivision, 30 feet to the West right-of-way line of Riverside Drive, formerly Primary State Highway No. 1 and the TRUE POINT OF BEGINNING; thence South along Riverside Drive, 101 feet; thence South 89°19'30" West 180 feet; thence north 101 feet to the South line of Secondary State Highway No. 1-G as conveyed to state of Washington by deed recorded under Auditor's File no. 493947; thence north 89°19'30" East 180 feet to the TRUE POINT OF BEGINNING, EXCEPT the North 10 feet thereof conveyed to the City of Mount Vernon under Auditor's File no. 816629.

INCLUDING road right of way conveyed to the City of Mount Vernon on Quit Claim Deed recorded under AF#200806170069, as described in Exhibit A.

**Tax Parcel No.:** Skagit County Tax Parcel P26186

## 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 U Save Oil Mount Vernon (CSID 6788, Facility Site ID 86757962). 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	Gasoline-range total petroleum hydrocarbons, diesel-range petroleum hydrocarbons, benzene, toluene, ethylbenzene, total xylenes
Groundwater	None
Vapor (soil gas)	Total petroleum hydrocarbons and benzene

**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 at: <https://apps.ecology.wa.gov/cleanupsearch/site/6788#site-documents>. These include the following documents:

1. *Cleanup Action Report* (Aspect Consulting, 2023).
2. *Site Closure Report* (Aspect Consulting, 2024).

**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

Mt. Vernon, LLC and the City of Mount Vernon, as Grantor and fee simple owners of the Property, hereby grant to the Washington State Department of Ecology (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.** 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.** 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 (and in particular, Mt. Vernon, LLC) 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 a 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 70A.305 RCW. Prohibited uses on the Property include but are not limited to residential uses, childcare facilities, and K-12 public or private

schools. Changes in land use, including residential use or redevelopment that includes below grade structures such as basements are prohibited without evaluation of potential exposure pathways and approval from Ecology. These land use restrictions shall apply within the area illustrated in Exhibit B.

**b. Containment of Soil.** The remedial action for the Property is based on containing contaminated soil under a cap consisting of the existing impervious paved surface. The primary purpose of the cap is to minimize the potential direct contact with soil contamination. 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, grading, excavation, installation of underground utilities, or removal of the cap to a depth greater than 10 feet from ground surface 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 sixty (60) days of completing the repairs.
- ii. The Grantor shall not permanently alter or remove the existing impervious paved surface or 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 or impervious surface illustrated in Exhibit B so that access to the underlying contamination is feasible, Ecology may require treatment or removal of the underlying contaminated soil if, in Ecology's reasonable discretion, such treatment or removal is necessary for protection of human health or the environment.

**c. Vapor/Soil Gas Controls.** The residual contamination on the Property includes volatile chemicals that may generate harmful vapors. Therefore, Ecology must be notified during planning stages of construction of any new buildings, subsurface structures (vaults, stormwater conveyance systems, etc.) or any enclosed structures on the Property. Likewise, if Property redevelopment that includes building construction is planned, Ecology must be notified during the planning stage. At that time, Ecology will provide technical advice to ensure the redevelopment does not cause a condition that could put potential receptors at risk from vapor intrusion. This may require additional vapor/soil gas data acquisition and subsequent evaluation. Ecology must approve the final Property redevelopment plan, prior to redevelopment work commencing. This vapor/soil gas control shall apply within the area illustrated in Exhibit B to minimize the potential for exposure to vapors.

**d. Groundwater use.** No contaminated groundwater remains at the Site. However, remaining soil and soil gas contamination indicates a potential risk to groundwater. As such, the following restrictions shall apply:

- i. 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 (and in particular, Mt. Vernon, LLC) 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 provided at least seventy-two hours in advance, 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 in any part of the Property 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 SKAGIT 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.

Mark Wolf  
Mt. Vernon, LLC  
P.O. Box 1858  
Anacortes, WA 98221  
(425) 923-0147  
[mwolfuso@gmail.com](mailto:mwolfuso@gmail.com)

and

Mayor's Office  
City of Mount Vernon  
910 Cleveland Ave.  
Mt. Vernon, WA. 98273  
(360) 336-6211

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.
- 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 (and in particular, Mt. Vernon, LLC) 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, 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 5 day of MARCH, 20 25.

Signature: [Signature]

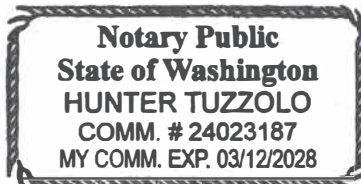
By: **Mark Wolf**  
**Mount Vernon, LLC**  
Title: **President**

#### REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF Washington

COUNTY OF Skagit

On this 5th day of March, 20 25, I certify that Mark Wolf personally appeared before me, acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument, and acknowledged it as the representative of Mt. Vernon, LLC 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 Anacortes

My appointment expires 3/12/2028

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

EXECUTED this 5<sup>th</sup> day of MAY, 20 25.

Signature: P. Donovan

By: PETER DONOVAN  
(Printed name)

City of Mt. Vernon

Title: MAYOR

#### REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF Washington

COUNTY OF Skagit

On this 5<sup>th</sup> day of May, 20 25, I certify that Peter Donovan 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 representative of the City of Mount Vernon to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.



Kerri A. Grechishkin

Notary Public in and for the State of Washington

Residing at Mount Vernon

My appointment expires 5/11/27

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

**STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY**

A handwritten signature in black ink, appearing to read 'E. Snyder', is written over a horizontal line.

(Signature)

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

Dated: 5/21/2025

**Exhibit A****LEGAL DESCRIPTION**

That portion of the Northeast 1/4 of the Southeast 1/4 of Section 18, Township 34 North, Range 4 East, W.M., described as follows:

BEGINNING at the Northeast corner of the above described said subdivision;

Thence South along the East line of said subdivision, 30 feet;

Thence South 89°19'30" West parallel to the North line of said subdivision, 30 feet to the West right-of-way line of Riverside Drive, formerly Primary State Highway No. 1 and the TRUE POINT OF BEGINNING;

Thence South along Riverside Drive, 101 feet;

Thence South 89°19'30" West 180 feet;

Thence North 101 feet to the South line of Secondary State Highway No. 1-G as conveyed to State of Washington by deed recorded under Auditor's File No. 493947;

Thence North 89°19'30" East 180 feet to the TRUE POINT OF BEGINNING,

EXCEPT the North 10 feet thereof conveyed to the City of Mount Vernon under Auditor's File No. 816629.

INCLUDING the portion of road right of way conveyed to the City of Mount Vernon on Quit Claim Deed recorded under AF#200806170069 as follows:

Commencing at the Northeast corner of the Southeast ¼ (East ¼ corner) of Section 18, Township 34 North, Range 4 East, W.M.;

Thence South 0°24'00" West along the East line of said subdivision for a distance of 394.89 feet;

Thence 88°28'54" West for a distance of 30.02 feet, more or less, to the South east corner of Lot 1, Skagit Valley Square Binding Site Plan No. MV-1-93 BSP, recorded in Volume 10 of Short Plans, pages 240 to 246 (inclusive), under Auditor's File No. 9309300143;

Thence continue South 88°28'54" West (called South 88°44'50" West on said Binding Site Plan MV-1-93 BSP) along the South line of said Lot 1 for a distance of 8.00 feet to the TRUE POINT OF BEGINNING of said line description;

Thence North 0°24'00" East for a distance of 69.13 feet;

Thence South 89°14'59" West for a distance of 5.00 feet;

Thence North 0°24'00" East for a distance of 15.36 feet;

Thence North 1°53'26" West for a distance of 180.33 feet;

Thence North 89°43'41" East parallel with the North line of said Southeast  $\frac{1}{4}$  for a distance of 5.21 feet;

Thence North 0°24'00" East for a distance of 42.45 feet;

Thence North 41°28'31" West for a distance of 30.86 feet;

Thence North 88°30'35" west for a distance of 140.70 feet;

Thence North 88°10'19" west for a distance of 19.71 feet;

Thence South 0°24'00" West for a distance of 2.00 feet;

Thence North 88°10'19" West for a distance of 84.55 feet;

Thence North 74°16'02" West for a distance of 24.97 feet;

Thence North 88°10'19" West for a distance of 56.50 feet;

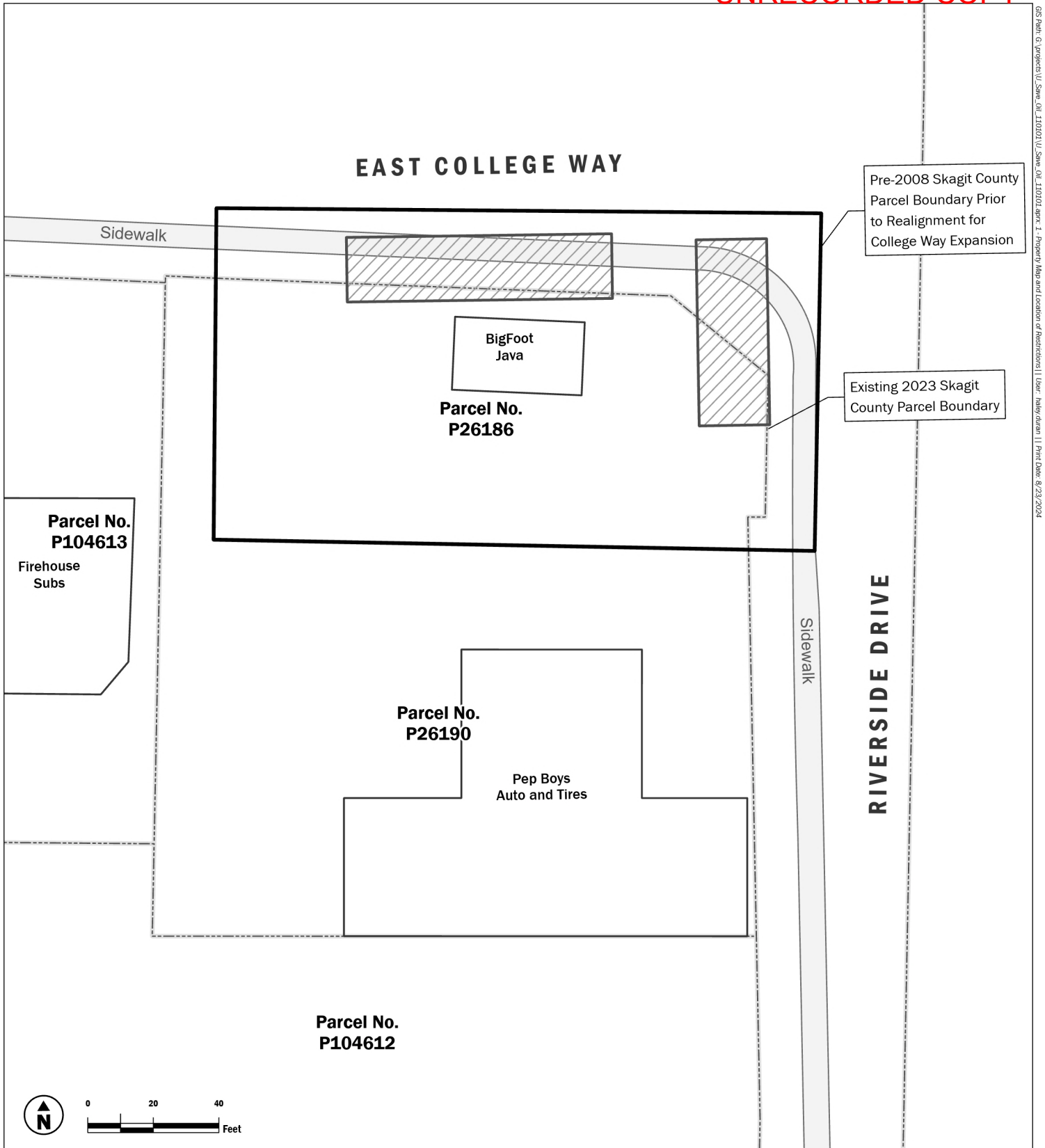
Thence North 00°08'10" East for a distance of 4.00 feet;




Thence North 88°10'19" West for a distance of 35.01 feet, more or less, to the East line of Tract A, Short Plat No. MV-15-76, approved March 19, 1976 and recorded June 21, 1976 in Volume 1 of Short Plats, page 141 under Auditor's File No. 837341, at a point bearing South 0°08'10" West (called South 0°25'05" West on said Short Plat No. MV-15-76) a distance of 4.94 feet from the Northwest corner of said Lot 1 and being the terminus of said line description.



**Exhibit B**

**PROPERTY MAP AND LOCATION OF RESTRICTIONS**



-  Petroleum Hydrocarbon Contamination in Soil
-  Area of Restriction
-  Skagit County Tax Parcel

## Property Map and Location of Restrictions

U-Save Oil Mt. Vernon Site  
Mt. Vernon, WA



AUG-2024

PROJECT NO.  
110101

BY:  
EJM / HMD

REVISED BY:  
--- / ---

FIGURE NO.

**1**