

After Recording Return  
Original Signed Covenant to:  
Kim Vik  
Toxics Cleanup Program  
Department of Ecology  
Northwest Region Office  
P.O. Box 330316  
Shoreline, WA 98133-9716

### Environmental Covenant

**Grantor:** Quisenberry Property Management CO, LLC

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

**Brief Legal Description:** That portion of government Lot 1, Section 25, Township 24 North, Range 1 East, W.M., in Kitsap County, Washington, as described in Exhibit A.

**Tax Parcel No.:** 252401-2-020-2000

**Cross References:**

- Property No Further Action Opinion Letter, Ecology Voluntary Cleanup Program (VCP) NW2423, CSID 11615, Bay Ford Site, pending following recording of this Environmental Covenant.

#### 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 **Bay Ford, FSID 57499995, CSID 11615, VCP No. NW2423**. 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 diesel and oil (TPH-D and TPH-O), polycyclic aromatic hydrocarbons (PAHs)
Groundwater	TPH-D and TPH-O
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.

Exhibit A – Legal Description

Exhibit B – Property Map

Exhibit C – Maps Illustrating Locations of Restrictions

Records describing the extent of residual contamination and remedial actions conducted are available through Ecology (see <https://apps.ecology.wa.gov/cleanupsearch/site/11615>). These records include the following documents:

*Closure Report Addendum, Bay Ford Site.* Aspect Consulting, LLC (Aspect). June 4, 2024.

*Closure Report, Bay Ford Site.* Aspect. July 12, 2022.

*Cleanup Action Report Addendum, Bay Ford Site, Port Orchard, Washington.* Aspect. March 30, 2020.

*Cleanup Action Summary Report, Bay Ford Dealership.* Aspect. February 1, 2018.

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* (CERCLA). The rights of Ecology as an “agency” under UECA, other than its right as a holder, are not an interest in real property.

## COVENANT

Quisenberry Property Management CO, LLC, 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 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 the asphalt parking lot and the building concrete floor slab, and located as illustrated in **Exhibit C**. The primary purpose of this cap is to minimize the potential for contact with contaminated soil, minimize leaching of contaminants to groundwater, and prevent runoff from contacting the contaminated soil. As such, the following restrictions shall apply within the restricted areas 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 **Exhibits B and C** so that access to the underlying contamination is feasible, Ecology may require treatment or removal of the underlying contaminated soil.

The Grantor covenants and agrees that it shall annually, or at another time as approved in writing by Ecology, 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. Stormwater facilities.** To minimize the potential for mobilization of contaminants in soil at the Property, no new stormwater infiltration facilities or ponds shall be constructed within the restricted areas shown on **Exhibit C**. All new roof drains, stormwater catch basins, conveyance systems, and other appurtenances located on the Property shall be of water-tight construction.

**c. Groundwater use.** The groundwater beneath the Property described in **Exhibit A** 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.

**d. Monitoring.** Several 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 in any part of the Property, 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 KITSAP 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.

William Quisenberry Quisenberry Property Management CO, LLC P.O. Box 109 Port Orchard, WA 98366 (360) 710-8862 <a href="mailto:usawmq@yahoo.com">usawmq@yahoo.com</a>	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 Olympia, WA 98504 – 7600 (360) 407-6000 <a href="mailto:ToxicsCleanupProgramHQ@ecy.wa.gov">ToxicsCleanupProgramHQ@ecy.wa.gov</a>
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**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.

c. By signing this agreement, per RCW 64.70.100, the original signatories to this agreement, other than Ecology, agree to waive all rights to sign amendments to and termination of this Covenant.

**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 16 day of NOVEMBER, 2015.

William M Quisenberry

by: William M Quisenberry

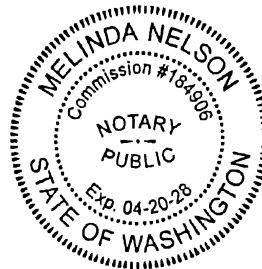
Title: CO OWNER

**CORPORATE ACKNOWLEDGMENT**

STATE OF WA  
COUNTY OF Kitsap

On this 26 day of Nov, 2015 I certify that William Quisenberry personally appeared before me, acknowledged that he/she is the co-owner of the corporation that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument for said corporation.

Melinda Nelson  
Notary Public in and for the State of Washington  
Residing at Port Orchard  
My appointment expires 4-20-28



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

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

Kimberly Wooten

by: Kimberly Wooten

Title: Section Manager, Toxics Cleanup Program

Dated: December 4, 2025

**Exhibit A****LEGAL DESCRIPTION****PARCEL I:**

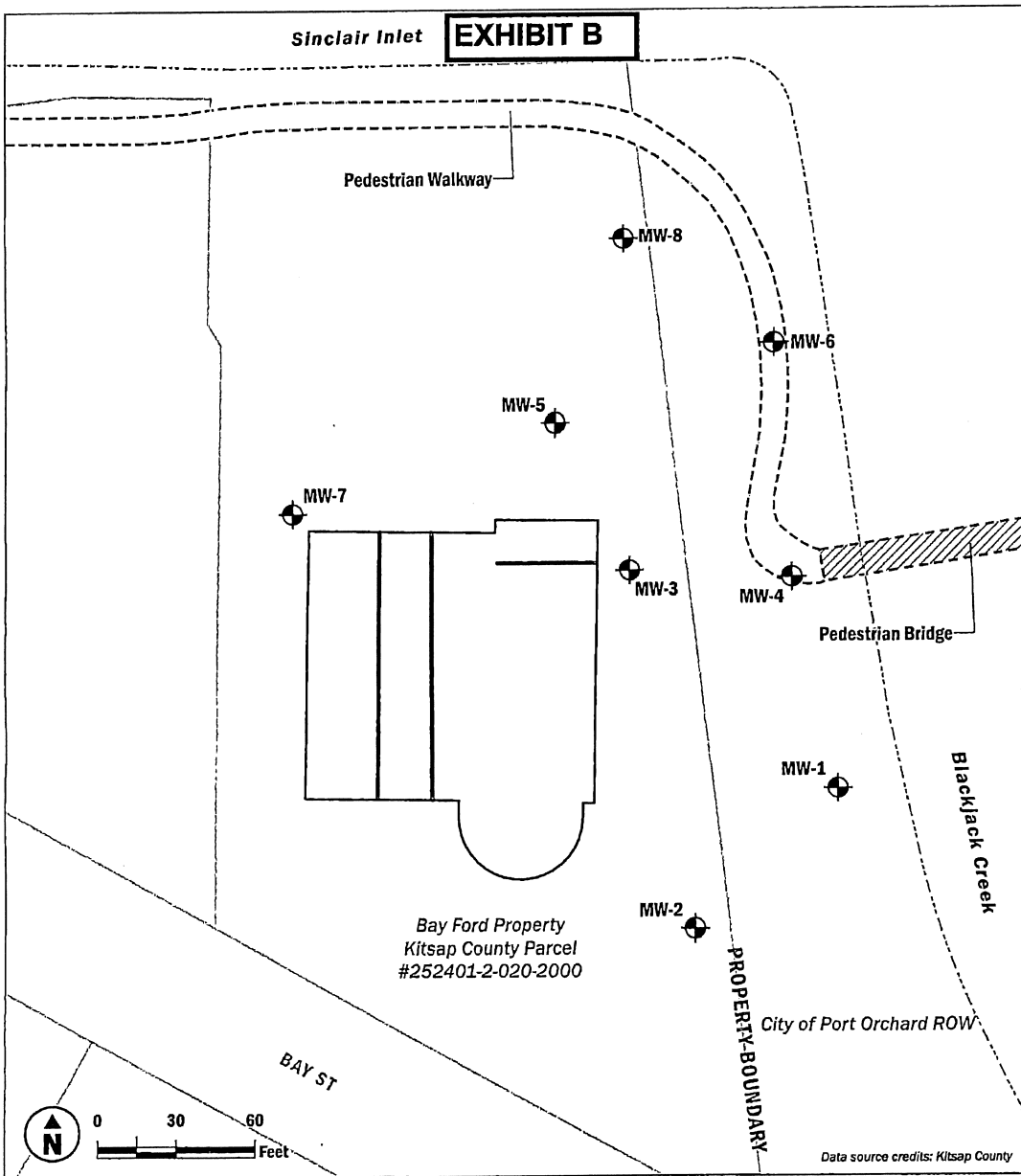
THAT PORTION OF GOVERNMENT LOT 1, SECTION 25, TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 94.74 FEET SOUTH AND 573.75 FEET EAST OF THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 1; THENCE NORTH 0°43' WEST 224.48 FEET, MORE OR LESS, TO THE GOVERNMENT MEANDER LINE; THENCE SOUTH 31°58'30" EAST ALONG SAID GOVERNMENT MEANDER LINE 390.04 FEET, MORE OR LESS, TO THE NORTH MARGIN OF STATE HIGHWAY; THENCE FOLLOWING SAID NORTH MARGIN OF STATE HIGHWAY NORTH 62°28' WEST 230 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NO. 544258.

**PARCEL II:**








THAT PORTION OF LOT Z, PLAT OF SIDNEY (NOW PORT ORCHARD) TIDELANDS, LYING EASTERLY OF A LINE PARALLEL TO AND 30 FEET EAST OF THE WEST LINE OF SAID LOT 2, AS SHOWN ON THE OFFICIAL MAP OF SAID TIDELANDS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS AT OLYMPIA, WASHINGTON; EXCEPT THAT PORTION THEREOF CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NO. 544258; EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS SOUTH 0°27'40" WEST 56.38 FEET AND SOUTH 89°32'20" EAST 300.00 FEET FROM THE MEANDER CORNER BETWEEN SECTIONS 25 AND 26, TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON; THENCE NORTH 0°27'40" EAST 189.14 FEET, MORE OR LESS, TO THE GOVERNMENT MEANDER LINE AND THE TRUE POINT OF BEGINNING; THENCE ALONG SAID GOVERNMENT MEANDER LINE NORTH 66°35'20" EAST 231.62 FEET; THENCE LEAVING SAID GOVERNMENT MEANDER LINE SOUTH 82°26'45" WEST 213.90 FEET; THENCE SOUTH 0°27'40" WEST 63.69 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING; AND EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS SOUTH 0°27'40" WEST 56.38 FEET AND SOUTH 89°32'20" EAST 300.00 FEET FROM THE MEANDER CORNER BETWEEN SECTIONS 25 AND 26, TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., IN KITSAP COUNTY, WASHINGTON; THENCE NORTH 0°27'40" EAST 189.14 FEET, MORE OR LESS, TO THE GOVERNMENT MEANDER LINE; THENCE ALONG SAID GOVERNMENT MEANDER LINE NORTH 66°35'20" EAST 231.62 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID GOVERNMENT MEANDER LINE SOUTH 31°24'40" EAST 100.42 FEET; THENCE LEAVING SAID GOVERNMENT MEANDER LINE NORTH 0°02'30" EAST 85.66 FEET; THENCE NORTH 89°57'30" WEST 52.41 FEET TO THE TRUE POINT OF BEGINNING

**Exhibit B**

**PROPERTY MAP**




GIS Path: G:\Projects\BayFord\_120142\BayFord\_120142.aprx OL Property Map | User: Kristen Jurica | Print Date: 6/16/2025

-  Monitoring Well
-  Building Footprint
-  Walls
-  Pedestrian Bridge
-  Pedestrian Walkway
-  Parcel Boundary
-  Property Boundary

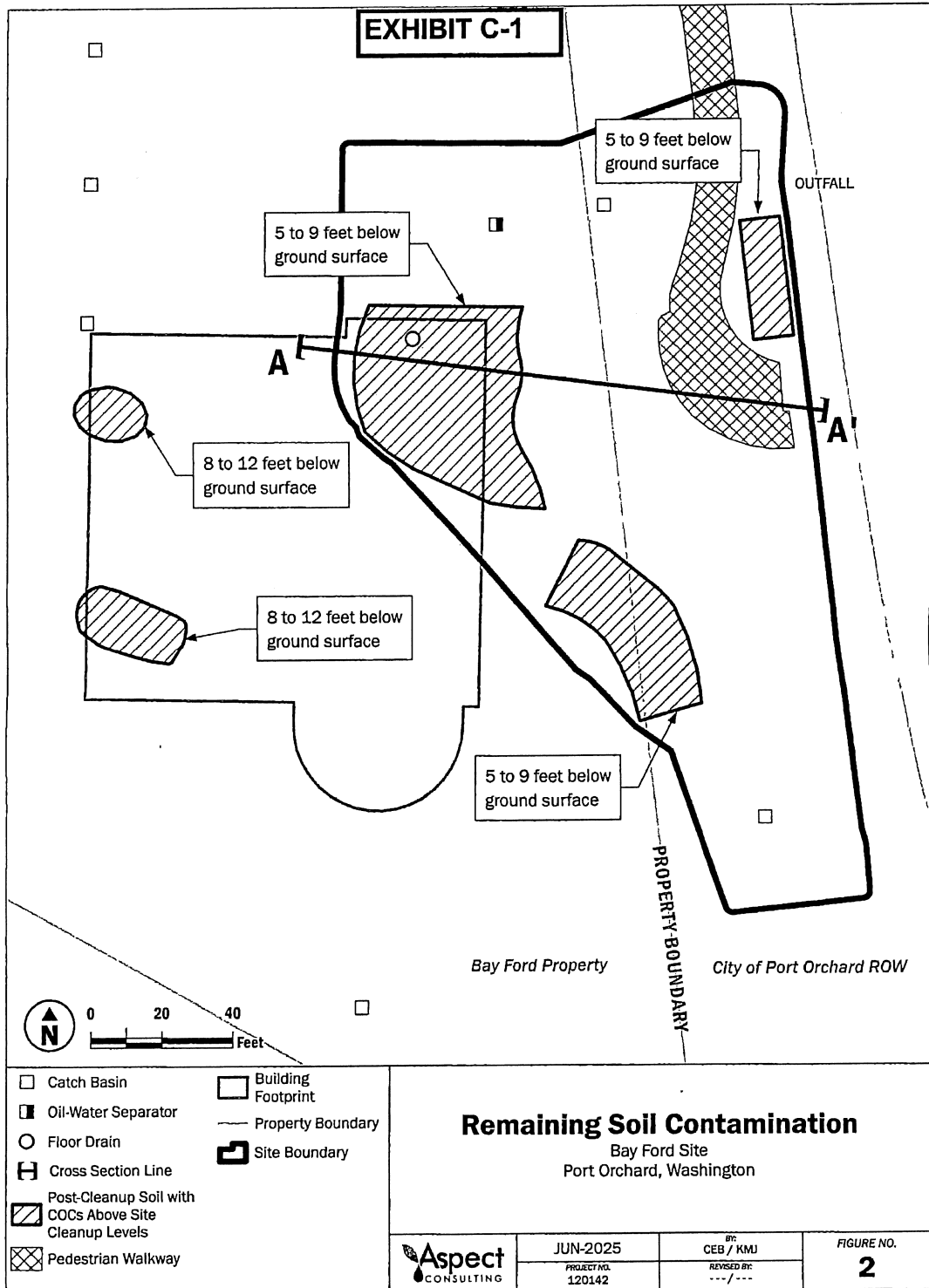
### Property Map

Bay Ford Site  
Port Orchard, Washington

	JUN-2025	BY: CEB / KMJ	FIGURE NO. <b>1</b>
	PROJECT NO. 120142	REVISED BY: --- / ---	

**Exhibit C**

**MAPS ILLUSTRATING LOCATION OF RESTRICTIONS**



GIS Paths: G:\Projects\BayFord\_120142\BayFord\_120142.aprx: 02 Remaining Soil Contamination | User: Kristen Jurica | Print Date: 6/4/2025

Data source credits: Kitsap County

I certify this is a true and correct copy of a document in possession of the Kitsap County Auditor as of this 4th day of February, 2026. Witness my hand and official seal Paul Andrews, Kitsap County Auditor

By Deputy: \_\_\_\_\_

