



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Northwest Regional Office • 3190 160th Ave SE • Bellevue, WA 98008-5452 • 425-649-7000
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July 14, 2014

Island County Auditor's Office
P.O. Box 5000
Coupeville, Washington 98239

Subject: **Termination & Release of Restrictive Covenant, 101 NW Coveland Street,
Coupeville, Washington**

Dear Island County Auditor:

In February 2014, the Washington State Department of Ecology (Ecology) removed a Coupeville property from a statewide list of contaminated sites because it was shown to meet state cleanup standards in accordance with the Model Toxics Control Act (MTCA). Soil and groundwater at 101 Northwest Coveland Street (Property), formerly the Unocal Coupeville Bulk Plant and Unocal Station #0138, contained petroleum and related compounds from former fuel storage and distribution activities (Site). Those operations ended in the 1980s. Petroleum hydrocarbons remaining on the Property from former operations constituted the Site which was first enrolled in Ecology's Voluntary Cleanup Program (VCP) in 1998 as project number NW0152 which was closed in 2006. The Property was re-entered into the VCP in 2012 as project number NW2627.

The Property, which was sold in 2004 and redeveloped, has undergone cleanup. The cleanup included the removal of contaminated soil, the use of air sparging to remediate remaining contamination in the subsurface and monitoring to measure the natural dissipation of contaminants in the groundwater. Under the VCP, Ecology determined that the Property no longer poses a threat to human health or the environment. Because of this, the Site received a No Further Action determination dated September 30, 2013.

Due to previous contamination on the Site, a Restrictive Covenant was placed on the Property by Ecology on October 11, 2000. The Restrictive Covenant required the owner to 1) Limit ground water use at the Property; 2) Limit activities on the Property that may interfere with the integrity of the Remedial Action; 3) Prevent any activity on the Property that may result in the release or exposure to the environment of a hazardous substance; 4) Provide 30 days written notice to Ecology for any change in Site use, including a new lease or proposal to sell; 5) Restrict leases to uses and activities consistent with the Restrictive Covenant; and 6) Notify Ecology prior to any use of the Property that is inconsistent with the Restrictive Covenant.



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Because the contamination has been removed and the Property cleaned up to MTCA standards, Ecology is requesting that the Restrictive Covenant be terminated. Ecology prepared and obtained signatures for a *Termination and Release of Restrictive Covenant* for the Property, which is included in Enclosure A.

Please record the Termination and Release of Restrictive Covenant. A cashier's check for \$75.00 is enclosed for recording fees (4 pages).

Please contact me at (425) 649-7064 or hvic461@ecy.wa.gov if you have any questions regarding this request.

Sincerely,

A handwritten signature in cursive script, appearing to read "Heather Vick".

Heather Vick, LHg
NWRO Toxics Cleanup Program

Enclosures (1): A – Termination and Release of Restrictive Covenant

cc: Mary Engle, Island County Tax Assessor
Sonia Fernandez, VCP Coordinator, Ecology

CONFORMED COPY

After Recording Return to:
State of Washington Department of Ecology
Northwest Regional Office
Attention: Heather Vick, VCP Site Manager
3190 160th Avenue SE
Bellevue, WA 98008-5452

TERMINATION & RELEASE OF RESTRICTIVE COVENANT

Grantor: State of Washington, Department of Ecology
Grantee: COVELAND VILLAGE LLC, Account No. 807196; S6025-00-08001-0
NORTH COVE HOUSE LLC, Account No. 807197; S6025-00-08009-0
Legal: Lots 1-8, Block 8, Keister's Alteration Plat of Alexander's Glenwood
Lots 9-14, Block 8, Keister's Alteration Plat of Alexander's Glenwood
Tax Parcel Nos.: S6025-00-08001-0 and S6025-00-08009-0
Cross-Reference: AFN 20 018597 OR #20018597, BK 825, PG 932, 10/23/2000

Pursuant to the Model Toxics Control Act, Chapter 70.105D RCW (MTCA), the Uniform Environmental Covenants Act, RCW 64.70.100, and WAC 173-340-440, the State of Washington, Department of Ecology (Ecology) has determined, after public notice and comment, that the Environmental Covenant filed of record in ISLAND COUNTY under Auditor File Number (AFN) #20018597 on October 23, 2000 between Union Oil Company of California as GRANTOR and STATE of WASHINGTON, DEPARTMENT OF ECOLOGY as Grantee (Covenant) over the property legally described below is no longer necessary under MTCA and its implementing regulations, Chapter 173-340 WAC in order to protect human health and the environment. Ecology hereby consents to termination of the Covenant and relinquishes and quitclaims to **COVELAND VILLAGE LLC and NORTH COVE HOUSE LLC** any and all rights it may have that were created by the Covenant.

This document is not a settlement under MTCA. Ecology's signature below does not constitute a covenant not to sue or a compromise of Ecology's authority or rights other than those rights created by the Covenant itself.

The legal description of the property subject to the Covenant is as follows:

That certain real property situated in the County of Island, State of Washington, as follows:

Lots 1-8, Block 8, Keister's Alteration Plat of Alexander's Glenwood, according to plat recorded in Volume 2 of Plats, page 6.5, records of Island County, Washington.

Lots 9-14, Block 8, Keister's Alteration Plat of Alexander's Glenwood, according to plat recorded in Volume 2 of Plats, page 6.5, records of Island County, Washington.

Dated this 14 day of July, 2014

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
NORTHWEST REGIONAL OFFICE



By: Robert W. Warren
Title: NWRO Toxics Cleanup Program Section Manager

STATE ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF King

On this 14 day of July, 2014, I certify that Robert W. Warren personally appeared before me, acknowledged that **he/she** is the authorized representative of the state agency that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that **he/she** was authorized to execute said instrument for said corporation.

Susanne M Winter
Notary Public in and for the State of
Washington, residing at King County.
My appointment expires 12-14-16.



CONSENT TO TERMINATION & RELEASE OF COVENANT

The undersigned Manager Douglas McFadyen (on behalf of Coveland Village LLC and North Cove House LLC) hereby consents to the release and termination of the above-described Environmental Covenant.

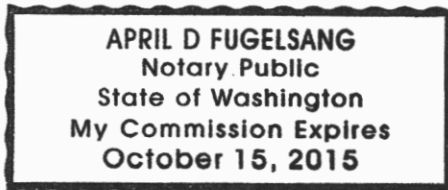
Doug McFadyen
Douglas McFadyen, Manager
Coveland Village LLC and North Cove House LLC

Dated: 12/18/13

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WA
COUNTY OF King

On this 18th day of December, 2013 I certify that Doug McFadyen personally appeared before me, and 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.



April D. Fugelsang
Notary Public in and for the State of
Washington, residing at Bothell, WA.
My appointment expires 10/15/2015.

CONSENT TO TERMINATION & RELEASE OF COVENANT

The undersigned _____ Marlea Harmon (on behalf of the former Unocal Oil Company, acquired by Chevron Corporation in 2005) hereby consents to the release and termination of the above-described Environmental Covenant.



**Marlea L. Harmon, Project Manager
Marketing Business Unit
Chevron Environmental Management Company**

Dated: 2/3/14

CORPORATE ACKNOWLEDGMENT

STATE OF California
COUNTY OF Contra Costa

On February 3, 2014 before me, Laquanda Bartholomew, a Notary Public, personally appeared **Marlea L. Harmon** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

