



# Fidelity National Title

COMPANY OF WASHINGTON, INC.

6450 Southcenter Blvd., Suite 107  
Tukwila, WA 98188-2552  
Phone: (206)830-5188 / Fax: (866)458-3141

SEP 22 2019  
10:00 AM  
RECORDED  
INDEXED

Environmental Covenants Coordinator  
Washington State Department of Ecology  
Toxics Cleanup Program  
300 Desmond Drive SE  
Lacey, Wa 98503

**Date:** September 19, 2019  
**Escrow No.:** 611215475-PM  
**Borrower(s):** Anne Brinker Villari and Craig Richard Villari  
**Seller(s):** Evergreen Joys, LLC  
**Property:** 5356 153rd Avenue SE  
Bellevue, WA 98006

The closing of the sale of the property involved in the above escrow has been completed with the recording of the appropriate documents. We enclose the following:

- Recorded SWD #20190916001686

Per the recorded "Environmental Covenant" you are requesting that we inform you of when a property has been transferred. Please let me know if you need anything else from us.

Sincerely,

Kelaina Ross  
Escrow Assistant  
Kelaina.Ross@fnf.com

pm

Enclosure(s)

When recorded return to:  
Anne Brinker Villari and Craig Richard Villari  
5356 153rd Avenue SE  
Bellevue, WA 98006

611215475 (2)  
INSURED BY  
FIDELITY NATIONAL TITLE

Filed for record at the request of:  
 **Fidelity National Title**  
COMPANY OF WASHINGTON, INC.  
6450 Southcenter Blvd., Suite 107  
Tukwila, WA 98188-2552  
Escrow No.: 611215475

### STATUTORY WARRANTY DEED

THE GRANTOR(S) Evergreen Joys, LLC, a Washington limited liability company  
for and in consideration of Ten And No/100 Dollars (\$10.00) and other good and valuable  
consideration  
in hand paid, conveys, and warrants to Anne Brinker Villari and Craig Richard Villari, wife and husband

the following described real estate, situated in the County of King, State of Washington:

LOT(S) 13, BLOCK 1, HORIZON VIEW ADDITION DIVISION C, ACCORDING TO THE PLAT  
THEREOF, RECORDED IN VOLUME 56 OF PLATS, PAGES 20 AND 21, RECORDS OF KING  
COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

Tax Parcel Number(s): 346030-0130-04

Subject to:

1. RIGHTS, RESERVATIONS, COVENANTS, CONDITIONS, RESTRICTIONS, AGREEMENTS,  
NOTES, DEDICATIONS, ENCROACHMENTS, AND EASEMENTS PRESENTLY OF  
RECORD.

THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO THE  
WASHINGTON STATE DEPARTMENT OF ECOLOGY ON 6/17/2014 AND RECORDED WITH THE  
KING COUNTY AUDITOR UNDER RECORDING NUMBER 20140617001062. USES AND  
ACTIVITIES ON THIS PROPERTY MUST COMPLY WITH THAT COVENANT, A COMPLETE COPY  
OF WHICH IS ATTACHED TO THIS DOCUMENT.

**STATUTORY WARRANTY DEED**  
(continued)

Dated: September 12, 2019

Evergreen Joys, LLC

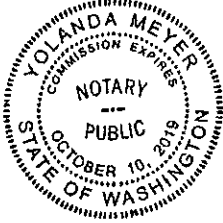
BY: *Zhuowei Wang* member  
Zhuowei Wang  
Member

State of WA

County of Pierce

I certify that I know or have satisfactory evidence that Zhuowei Wang is the person who appeared before me, and said person acknowledged that she signed this Instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Member of Evergreen Joys, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the Instrument.

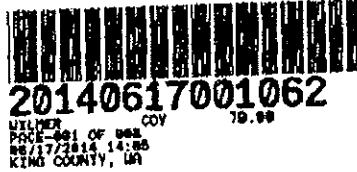
Dated: 9.13.19



*Yolanda Meyer*  
Name: Yolanda Meyer  
Notary Public in and for the State of WA  
Residing at: Bonney Lake  
My appointment expires: 10.10.19

20140617001062.001

After Recording Return  
Original Signed Covenant to:  
Dale Myers  
Toxics Cleanup Program  
Department of Ecology  
Northwest Regional Office  
3190 160th Avenue SE  
Bellevue, WA 98008



**Environmental Covenant**

Grantor: Douglas S. Miller Estate, Margaret Ann Miller By Pass Trust  
Grantee: State of Washington, Department of Ecology  
Brief Legal Description: Lot 13 of Horizon View Division C Plat, King County, Washington  
Tax Parcel Nos.: 3460300130  
Cross Reference: None

**RECITALS**

- a. This document is an environmental (restrictive) covenant (hereafter "Covenant") executed pursuant to the Model Toxics Control Act ("MTCA"), chapter 70.105D 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 Miller Property, 5356 153<sup>rd</sup> Avenue SE, Bellevue, Washington, Facility No. 5431359. 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 under MTCA. This Covenant is required because residual contamination remains on the Property after completion of remedial actions. Specifically, the following principle contaminants remain on the Property:

Medium	Principle Contaminants Present
Soil	Diesel-range total petroleum hydrocarbons (TPH)
Groundwater	Diesel-range TPH
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. Records describing the extent of residual contamination and remedial actions conducted are available through the Washington State Department of Ecology. This includes the following documents:
  - 1.) July 12, 2007, Project Summary Report, Miller and Bungamer Residences, Prepared by Delta Environmental Consultants, Inc.

Washed and returned as to file (no)  
County

*[Handwritten signature]* member 9/13/19

2.) December 21, 2012, Site Cleanup Report, Miller & Bumgarner Properties, 5356/5344 153rd Avenue SE Bellevue, Washington, Prepared by Aspect Consulting, LLC.

e. This Covenant grants the Washington State Department of Ecology, as holder of this Covenant, certain rights specified in this Covenant. The right of the Washington State Department of Ecology as a holder is not an ownership interest under MTCA, Chapter 70.105D RCW or the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") 42 USC Chapter 103.

#### COVENANT

The Estate of Douglas S. Miller and the Margaret Ann Miller By Pass Trust, e/u/w dated March 1, 2000 ("Grantors"), as Grantors and owners of the Property, hereby grant to the Washington State Department of Ecology, and its successors and assignees, (hereafter "Ecology") the following covenants. Furthermore, it is the intent of the Grantors that such covenants shall run with the land and be binding on all of Grantors' successors and assigns 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 Grantors 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 Grantors 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.** Grantors 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.** Grantors 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. **Amendment to the Covenant.** Grantors must notify 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. Before approving any proposal, Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal. If Ecology approves the proposal, the Covenant will be amended to reflect the change.

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**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.** A portion of the Property contains diesel-range TPH contaminated soil extending beneath the northwest corner of the residential structure as shown in Exhibit C. The Owner shall not alter, modify, or remove the existing structure in any manner that may result in the release or exposure to human health and/or the environment of that contaminated soil or create a new exposure pathway without prior written approval from Ecology. The owner shall also notify any maintenance workers or contractors of the requirements of this Restrictive Covenant for any work conducted in the area of residual contamination.
- b. **Groundwater Collection System.** A groundwater collection system including a collection pipe, sump, oil-water separator and infiltration trench was installed as part of the Remedial Action as shown in Exhibit B. The owner shall maintain the hydraulic capacity of the groundwater collection system to prevent migration of groundwater onto the adjacent property to the north.
- c. **Groundwater use.** The groundwater within the area of the Property illustrated in Exhibit C 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 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.

**Section 3. Access.**

- a. The Grantors shall maintain clear access to all remedial action components necessary to construct, operate, inspect, monitor and maintain the remedial action.
- b. The Grantors 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 Grantors, 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. Notify Ecology 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 \_\_\_\_\_ 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 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 Grantors become aware of any violation of this Covenant, Grantors shall promptly report such violation to Ecology.

c. **Emergencies.** For any emergency or significant change in site conditions due to Acts of Nature (for example, flood, fire) resulting in a violation of this Covenant, the Grantors are authorized to respond to such an event in accordance with state and federal law. The Grantors must notify Ecology 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. Any required written notice, approval, or 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.

Linda Lee Wilmer 115 Caladium Drive Mooreville, NC 28115 (206) 660-0347	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 Olympia, WA 98504 - 7600 (360) 407-6000
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As an alternative to providing written notice and change in contact information by mail, these documents may be provided electronically in an agreed upon format at the time of submittal.

**Section 5. Modification or Termination.**

a. If the conditions at the site requiring a Covenant have changed or no longer exist, then the Grantors 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 Chapter 64.70 RCW and Chapter 70.105D RCW and any rules promulgated under these chapters.

b. 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 Grantors.

b. Grantors shall provide Ecology with an original signed Covenant and proof of recording

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b. Grantors shall provide Ecology with an original signed Covenant and proof of recording within ten (10) days of execution of this Covenant.

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 Chapter 70.105D RCW and Chapter 64.70 RCW. 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 Grantors, 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 the Model Toxics Control Act, chapter 70.105D RCW and Uniform Environmental Covenants Act, chapter 64.70 RCW.

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<sup>th</sup> day of June, 2014

Estate of Douglas S. Miller

By: Linda Wilmer  
Linda Wilmer, Personal Representative

Dated: 06/16/14


The Margaret Ann Miller By Pass Trust, e/w/w dated March 1, 2000

By: Linda Wilmer  
Linda Wilmer, Successor Trustee

Dated: 06/16/14

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

20140617001062.008



Robert W. Warren, P.Hg., MBA  
Section Manager  
Northwest Regional Office  
Toxics Cleanup Program

Dated: June 17, 2014



20140617001042.008

**Exhibit A**

**LEGAL DESCRIPTION**

Lot Thirteen (13), Block One (1), Horizon View Addition Division C, records of King County,  
Washington.

Situate in County of King, State of Washington