

Real Estate Excise Tax
Exempt

Skagit County Treasurer

By Kaylee OudmanAffidavit No. 20249452Date 01/30/2024**AFTER RECORDING MAIL TO:**Name First American Title
Address 920 5th Ave Suite 1200
City/State Seattle WA 98104**Document Title(s):**

1. Statutory Warranty Deed

Reference Number(s) of Documents Assigned or released:

Rerecord of 202401290151

Grantor(s):

1. Coulter Properties, LLC, A Washington Limited Liability Company
- 2.

[] Additional information on page of document

Grantee(s):

1. 116 West Ferry Street, LLC, A Washington Limited Liability Company
- 2.

[] Additional information on page of document

Abbreviated Legal Description:PTNS BLK 1 & 7, TOWN OF WOOLLEY - VOL 2 PLATS pG 92 & PTN BLK 11, WEST ADD TO
WOOLLEY - VOL 2 PLATS PG 89**Tax Parcel Number(s):**

P77410 and P77411 and P77412 and P77451 and P77452 and P109239 and P77493 and P77492

[X] Complete legal description is on page Exhibit A of document

Rerecord Of Statutory Warranty Deed recorded 1/29/2024 under recording
#202401290151 (Excise Affidavit #20249432) to include Exhibits C, D and E - correcting
Legal

First American Title Insurance Company
NCS-1131026 (30)

202401290151

01/29/2024 12:32 PM Pages: 1 of 9 Fees: \$311.50

Skagit County Auditor, WA

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 20249432

Jan 29 2024

Amount Paid \$40501.16
Skagit County Treasurer
By Kaylee Oudman Deputy

AFTER RECORDING, RETURN TO:

James W. Aiken
PO Box 958
Redmond WA 98073

Grantor: Coulter Properties, LLC, a Washington limited liability company

Grantee: 116 West Ferry Street, LLC, a Washington limited liability company

Tax Parcel: P77410/4176-011-005-0002; P77411/4176-011-900-0008;
P77412/4176-011-900-0107; P77451/4177-001-006-0001;
P77452/4177-001-011-0004; P77492/4177-007-006-0008;
P77493/4177-007-011-0001; and P109239.350424-3-082-0200Abbrev Legal: PTNS BLK 1 & 7, TOWN OF WOOLLEY - VOL 2 PLATS, PG 92 & PTN BLK 11, WEST
ADD TO WOOLLEY - VOL 2 PLATS, PG 89

First American Title NCS 1131026

STATUTORY WARRANTY DEED

Coulter Properties, LLC, a Washington limited liability Company, Grantor, for valuable consideration in hand paid conveys and warrants to 116 West Ferry Street, LLC, a Washington limited liability company, Grantee, the real property described on the attached Exhibit A, free of encumbrances except as specifically set forth on Exhibit B.

NOTICE: THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON AUGUST 15, 2022, AND RECORDED WITH THE SKAGIT COUNTY AUDITOR UNDER RECORDING NUMBER 202210190027. USES AND ACTIVITIES ON THIS PROPERTY MUST COMPLY WITH THAT COVENANT, A COMPLETE COPY OF WHICH IS ATTACHED TO THIS DOCUMENT AS EXHIBIT C.

SIGNATURE AND NOTARY ACKNOWLEDGMENT ON FOLLOWING PAGE

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DATED: 1/29, 2024.COULTER PROPERTIES, LLC.
a Washington limited liability companyBy: [Signature]
Travis Coulter, MemberSTATE OF WASHINGTON)
COUNTY OF King) ss.

On this 1/29, 2024 before me personally appeared Travis Coulter, to me known to be the duly authorized member of Coulter Properties, LLC, a Washington limited liability company and executed the foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed on behalf of Coulter Properties, LLC, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

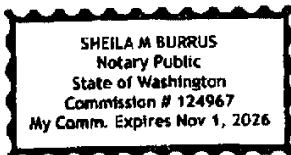
[Signature]
Notary Public in and for the State of WashingtonResiding at: Seattle, WAMy appointment expires: 11/1/2026

EXHIBIT A**LEGAL DESCRIPTION**

The Land referred to herein below is situated in the County of Skagit, State of Washington, and is described as follows:

PARCEL "A":

THAT PORTION OF THE VACATED NORTHERN AVENUE AND OF BLOCK 11 OF "WEST ADDITION TO THE TOWN OF WOOLLEY, SKAGIT COUNTY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 89, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 11; THENCE EAST ALONG THE SOUTH LINE THEREOF 210 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE EAST ALONG SAID SOUTH LINE 91.5 FEET; THENCE NORTH TO THE RIGHT-OF-WAY OF THE SEATTLE AND NORTHERN RAILWAY COMPANY; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY TO A POINT DUE NORTH OF THE TRUE POINT OF BEGINNING; THENCE SOUTH TO THE TRUE POINT OF BEGINNING. SITUATED IN SKAGIT COUNTY, WASHINGTON.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

PARCEL "B":

THAT PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., AND LOTS 1 AND 2, BLOCK 1, "TOWN OF WOOLLEY", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 92, RECORDS OF SKAGIT COUNTY, WASHINGTON AND OF VACATED STREETS ADJOINING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF FERRY STREET, 361.5 FEET EAST OF THE SOUTHWEST CORNER OF BLOCK 11, "WEST ADDITION TO THE TOWN OF WOOLLEY, SKAGIT COUNTY, WASHINGTON", ACCORDING TO THE PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 89, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE EAST ALONG THE NORTH LINE OF FERRY STREET 125 FEET; THENCE NORTH TO THE SOUTH LINE OF THE SEATTLE & NORTHERN RAILWAY RIGHT-OF-WAY AS SHOWN ON SAID PLAT; THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE TO A POINT DUE NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH TO THE PLACE OF BEGINNING.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

PARCEL "C":

THAT PART OF BLOCK 1, "TOWN OF WOOLLEY", ACCORDING TO THE PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 82, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND OF THE VACATED STREETS ADJOINING, AND VACATED ALLEY THROUGH SAID BLOCK, THAT HAVE REVERTED BY PROCESS OF LAW LYING WITHIN THE FOLLOWING BOUNDARIES:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID BLOCK 1, WHICH IS 486.5 FEET EAST OF THE SOUTHWEST CORNER OF BLOCK 11, "WEST ADDITION TO WOOLLEY"; THENCE EAST ALONG THE SOUTH LINE OF SAID BLOCK 1 TO THE EAST LINE OF ALLEY AS PLANNED IN SAID BLOCK 1, "TOWN OF WOOLLEY"; THENCE NORTH AT RIGHT ANGLES FROM THE SOUTH LINE OF SAID BLOCK TO THE SOUTH LINE OF THE GREAT NORTHERN RAILROAD RIGHT-OF-WAY; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY TO INTERSECT WITH A LINE

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RUNNING NORTH FROM THE POINT OF BEGINNING AND AT RIGHT ANGLES TO THE SOUTH LINE OF SAID BLOCK; THENCE SOUTH TO THE POINT OF BEGINNING.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

PARCEL "D":

LOTS 1 TO 6, INCLUSIVE, BLOCK 7, "TOWN OF WOOLLEY" ACCORDING TO THE PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 92, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

PARCEL "E":

LOTS 7 THROUGH 11, INCLUSIVE, BLOCK 7, "TOWN OF WOOLLEY", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 92, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH THE WEST 1/2 OF THAT PORTION OF VACATED EASTERN AVENUE LYING WEST OF THE NORTHERN PACIFIC RIGHT-OF-WAY AND DIRECTLY EAST OF SAID BLOCK 7 WHICH HAS REVERTED TO SAID PREMISES UPON OPERATION OF LAW.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

PARCEL "F":

THAT PORTION OF BLOCK 11, "WEST ADDITION TO THE TOWN OF WOOLLEY, SKAGIT COUNTY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 89, RECORDS OF SKAGIT COUNTY, AND OF VACATED NORTHERN AVENUE ADJOINING ON THE NORTH, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 301.5 FEET EAST OF THE SOUTHWEST CORNER OF BLOCK 11, "WEST ADDITION TO WOOLLEY"; THENCE EAST ALONG THE NORTH LINE OF FERRY STREET 60 FEET; THENCE NORTH TO THE SOUTH LINE OF THE SEATTLE & NORTHERN RAILWAY RIGHT-OF-WAY; THENCE SOUTHWESTERLY ALONG SAID RAILWAY LINE TO A POINT DUE NORTH OF THE POINT OF BEGINNING; THENCE SOUTH TO THE POINT OF BEGINNING.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

PARCEL "G":

THAT PART OF BLOCK 1 "TOWN OF WOOLLEY", ACCORDING TO THE RECORDED PLAT THEREOF IN THE OFFICE OF THE AUDITOR OF SKAGIT COUNTY, WASHINGTON, IN VOLUME 2 OF PLATS, PAGE 92, AND OF THE VACATED STREET ADJOINING AND VACATED ALLEY THROUGH SAID BLOCK, THAT HAVE REVERTED BY PROCESS OF LAW, LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT A POINT 586.5 FEET EAST OF THE SOUTHWEST CORNER OF BLOCK 11, OF "WEST ADDITION TO WOOLLEY, SKAGIT COUNTY, WASH", ACCORDING TO THE RECORDED PLAT THEREOF IN THE OFFICE OF THE AUDITOR OF SKAGIT COUNTY, WASHINGTON IN VOLUME 2 OF PLATS, PAGE 89, AND ON THE SOUTH LINE OF BLOCK 1 OF THE "TOWN OF WOOLLEY"; THENCE RUNNING NORTH TO THE SOUTH LINE OF THE RIGHT-OF-WAY OF THE SEATTLE AND NORTHERN RAILWAY COMPANY; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY TO A

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POINT 20 FEET WEST OF THE WEST LINE OF THE ORIGINAL RIGHT-OF-WAY OF NORTHERN PACIFIC RAILWAY CO.; THENCE SOUTH PARALLEL TO AND 200 FEET DISTANT FROM THE WEST LINE OF THE ORIGINAL RIGHT-OF-WAY OF THE NORTHERN PACIFIC RAILWAY CO. TO THE NORTH LINE OF FERRY STREET; THENCE WEST ALONG THE NORTH LINE OF FERRY STREET AND ALONG THE SOUTH LINE OF BLOCK 1 OF SAID "TOWN OF WOOLLEY", TO THE PLACE OF BEGINNING.

EXCEPT THAT PORTION THEREOF LYING WEST OF THE EAST LINE OF ALLEY AS PLANNED IN BLOCK 1, "TOWN OF WOOLLEY".

SITUATED IN SKAGIT COUNTY, WASHINGTON.

PARCEL "H":

TWO PARCELS OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M.; SEDRO WOOLLEY, SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS, TO-WIT:

PARCEL 1 OF PARCEL "H":

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF FERRY STREET WITH THE CENTERLINE OF 40.0 FOOT WIDE EASTERN AVENUE, VACATED BY THE CITY COUNCIL OF THE CITY OF SEDRO WOOLLEY BY RESOLUTION #101, DULY PASSED AND ADOPTED ON OCTOBER 27, 1930; THENCE NORTHERLY ALONG THE CENTERLINE OF VACATED EASTERN AVENUE, 170.0 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF NORTHERN AVENUE, ACCORDING TO THE OFFICIAL PLAT OF SEDRO WOOLLEY, AS FILED IN THE COUNTY AUDITOR'S OFFICE IN SKAGIT COUNTY, WASHINGTON; THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF NORTHERN AVENUE 20.3 FEET TO THE EASTERLY LINE OF SAID VACATED EASTERN AVENUE, ALSO BEING ON THE WESTERLY LINE OF BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY NORTHERN PACIFIC RAILWAY COMPANY) 100.0 FOOT WIDE RIGHT-OF-WAY, BEING A PORTION OF THE SAME PROPERTY AS DESCRIBED IN WARRANTY DEED FROM PHILLIP A. WOOLLEY AND KATE WOOLLEY DATED APRIL 18, 1890 AND FILED FOR RECORD APRIL 25, 1890 IN VOLUME 10 OF DEEDS, PAGE 450 OF THE RECORDS OF SAID COUNTY; THENCE NORTHERN ALONG SAID WESTERLY RIGHT-OF-WAY LINE 42.39 FEET TO THE NORTHERLY LINE OF SAID NORTHERN AVENUE, AND BEING 50.0 FEET SOUTHERLY, AS MEASURED AT RIGHT ANGLES FROM BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY GREAT NORTHERN RAILWAY COMPANY) MAIN TRACK CENTERLINE OF THE BURLINGTON TO CONCRETE, WASHINGTON BRANCH LINE, AS ORIGINALLY LOCATED AND CONSTRUCTED; THENCE EASTERLY ALONG SAID NORTHERN LINE OF NORTHERN AVENUE 26.49 FEET TO A POINT BEING 25.0 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID RAILROAD COMPANY'S 100.0 FOOT WIDE RIGHT-OF-WAY; THENCE SOUTHERLY ALONG A LINE DRAWN PARALLEL WITH THE CENTERLINE OF SAID 100.0 FOOT WIDE RIGHT-OF-WAY 220.0 FEET, MORE OR LESS, TO THE SAID NORTH LINE OF FERRY STREET; THENCE WESTERLY ALONG SAID NORTH LINE OF FERRY STREET 45.69 FEET TO THE POINT OF BEGINNING.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

PARCEL 2 OF PARCEL "H":

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WOODWORTH STREET WITH THE CENTERLINE OF 40.0 FOOT WIDE EASTERN AVENUE, VACATED BY THE CITY COUNCIL OF THE CITY OF SEDRO WOOLLEY BY RESOLUTION #101 DULY PASSED AND ADOPTED ON OCTOBER 27, 1930; THENCE NORTHERLY ALONG THE CENTERLINE OF VACATED EASTERN AVENUE 219.3 FEET, MORE OR LESS, TO THE SOUTH LINE OF 80.0 FOOT WIDE FERRY STREET; THENCE EASTERLY ALONG SAID SOUTH LINE OF FERRY STREET 45.69 FEET TO A POINT BEING 25.0 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY NORTHERN PACIFIC RAILWAY COMPANY) 100.0

FOOT WIDE RIGHT-OF-WAY, BEING A PORTION OF THE SAME PROPERTY AS DESCRIBED IN WARRANTY DEED FROM PHILLIP A. WOOLLEY AND KATE WOOLLEY DATED APRIL 18, 1890 AND FILED FOR RECORD APRIL 25, 1890 IN VOLUME 10 OF DEEDS, PAGE 450 OF THE RECORDS OF SAID COUNTY; THENCE SOUTHERLY ALONG A LINE DRAWN PARALLEL WITH THE CENTERLINE OF SAID 100.0 FOOT WIDE RIGHT-OF-WAY 219.3 FEET, MORE OR LESS. TO THE SAID NORTH LINE OF WOODWORTH STREET; THENCE WESTERLY ALONG SAID NORTH LINE OF WOODWORTH STREET 45.69 FEET TO THE POINT OF BEGINNING.

SITUATED IN SKAGIT COUNTY, WASHINGTON.

EXHIBIT B**EXCEPTIONS TO TITLE**

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
3. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, claims of easement or encumbrances which are not shown by the Public Records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
6. (A) Unpatented mining claims; (B) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (C) Water rights, claims or title to water: whether or not the matters excepted under (A), (B) or (C) are shown by the Public Records; (D) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
7. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records.
8. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage, or electricity.
9. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records.
10. Any invalidity, unenforceability, lack of priority, adverse claim, or other matter created by or arising out of the recording of copies of electronic original documents in the Public Records.
11. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named West Addition to the Town of Woolley, Skagit County Washington recorded January 25, 1891 in Volume 2 of Plats, Page 89.
12. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Woolley The Hub of Skagit County Washington recorded June 13, 1890 as Auditor's File No. Volume 2 of Plats, Page 92.
13. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Short Plat No. SW 2-78 recorded March 3, 1978 as Auditor's File No. 874727.
14. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Record of Survey for Vern Sims Ford Ranch recorded November 1, 1996 as Auditor's File No. 9611010075.

15. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Record of Survey for Tom Lane recorded February 10, 2022 as Auditor's File No. 202202100116.

16. Reservations, provisions and/or exceptions contained in instrument executed by Puget Sound Power & Light Company, a Massachusetts corporation, recorded August 11, 1949 as Auditor's File No. 434568.

17. Reservations, provisions and/or exceptions contained in instrument executed by Burlington Northern Railroad Company, a Delaware corporation, recorded July 24, 1996 as Auditor's File No. 9607240049.

18. Easement, affecting a portion of subject property for the purpose of Railway including terms and provisions thereof granted to Northern Pacific Railway Company, a corporation recorded November 2, 1929 as Auditor's File No. 228178

19. Private rights of access and utilities, if any, over vacated streets lying within the subject property.

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EXHIBIT C

**ENVIRONMENTAL COVENANT
SKAGIT COUNTY AUDITOR RECORDING NO. 202210190027**

SEE ATTACHED

4879-9900-4304.4

202210190027

10/19/2022 11:12 AM Pages: 1 of 20 Fees: \$222.50
Skagit County Auditor, WA

After Recording Return
Original Signed Covenant to:

Michael Warfel
Toxics Cleanup Program
Department of Ecology
Northwest Regional Office
15700 Dayton Ave N
Shoreline, WA 98133

Environmental Covenant

Grantor: Coulter Properties, LLC

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

Abbreviated Legals: 2 PARCELS LAND SIT NE ¼ SW ¼ SCT 24 TWN 35 N
PTN NW ¼ SW ¼ SCT 24, TWNS 35N, RNG 4E, W.M.
BLK 1 TOWN OF WOOLLEY ACC TO PLAT REC
PT BLK 1 TOWN OF WOOLLEY, ACC TO REC PLT
LOTS 7 - 11 INC BLK 7, TOWN OF WOOLLEY

CM6334
1st AM

[Full legal descriptions set forth in Exhibit A]

Tax Parcel Nos. P109239 / 350424-3-082-0200
P77412 / 4176-011-900-0107
P77451 / 4177-001-006-0001
P77452 / 4177-001-011-0004
P77493 / 4177-007-011-0001

THIS DOCUMENT IS RECORDED
AS A COURTESY ONLY.
FIRST AMERICAN TITLE INSURANCE CO.
ASSUMES NO LIABILITY FOR
SUFFICIENCY, VALIDITY OR ACCURACY

RECITALS

- a. This document is an environmental (restrictive) covenant (hereafter, this "Covenant"), executed pursuant to the Model Toxics Control Act ("MTCA"), chapter 70A.305 RCW, and the 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 North Cascade Ford, Facility Site ID 58313566, Cleanup Site ID 12075, Voluntary Cleanup Program #NW3031. The Property is legally described in Exhibit A, and illustrated in Exhibit B, both of which are attached (hereafter, the "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:

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Medium	Principal Contaminants Present
Soil	Arsenic, cadmium, lead, carcinogenic polycyclic aromatic hydrocarbons, and naphthalenes
Groundwater	Petroleum (including diesel-range organics and lube oil-range organics)

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. This Covenant includes the following Exhibits:

Exhibit A – Legal Descriptions

Exhibit B – Property Map

Exhibit C – Maps Illustrating Locations of Restrictions

Exhibit D – Subordination Agreement

Exhibit E – Confirmational Groundwater Monitoring Plan

Records describing the extent of residual contamination and remedial actions conducted are available through Ecology. This includes the following documents:

MFA. 2015. Preliminary remedial investigation and feasibility study, North Cascade Ford property, Sedro-Woolley, Washington. Maul Foster & Alongi, Inc., Bellingham, Washington. December 9.

MFA. 2016. Interim remedial action completion report, North Cascade Ford property, Sedro-Woolley, Washington. Maul Foster & Alongi, Inc., Bellingham, Washington. November 8.

MFA. 2018. Feasibility study addendum, North Cascade Ford property, Sedro-Woolley, Washington. Maul Foster & Alongi, Inc., Bellingham, Washington. November 21.

MFA. 2020a. Groundwater compliance monitoring plan, North Cascade Ford property, Sedro-Woolley, Washington. Prepared for VSF Properties, LLC. Prepared by Maul Foster & Alongi, Inc., Bellingham, Washington. July 8.

MFA. 2020b. Remedial action completion report, North Cascade Ford property, Sedro-Woolley, Washington. Prepared for VSF Properties, LLC. Prepared by Maul Foster & Alongi, Inc., Bellingham, Washington. July 13.

MFA. 2020c. Memorandum (re: Addendum to Groundwater Compliance Monitoring Plan, North Cascade Ford Property, 116 W. Ferry Street, Sedro-Woolley, Washington,

202210180027

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Facility Site ID: 58313566; Cleanup Site ID: 12075) to M. Warfel, Washington State Department of Ecology, from J. Maul, Maul Foster & Alongi, Inc., Bellingham, Washington. August 10.

MFA. 2020-2022. First through Sixth Quarterly Compliance Groundwater Monitoring Event Reports, North Cascade Ford. 11/24/20, 1/26/21, 4/8/21, 8/9/21, 11/12/21, 1/25/22, and 4/4/2022.

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

COVENANT

Coulter Properties, LLC, as Grantor and owner of the Property, hereby grants to the Washington State Department of Ecology, and its successors and assigns, the following covenants. Furthermore, it is the intent of Grantor that such covenants shall supersede any prior interests that 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.

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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 thirty (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 subject to this Covenant is based on containing contaminated soil associated with coal under a cap consisting of asphalt or gravel 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 contaminated soil. As such, the following restrictions shall apply only within the "Coal Residue 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. 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, Grantor shall promptly repair the damage and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.

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 remaining in the soil and groundwater on the Property, no stormwater infiltration facilities or ponds shall be constructed within the areas of the Property illustrated in Exhibit C. All stormwater catch basins, conveyance systems, and other appurtenances located in this area shall be of water-tight construction.

c. Groundwater Use.

The groundwater beneath the area of the Property illustrated in Exhibit C may remain 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

202210190027

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shall be considered potentially contaminated and any discharge of this water shall be done in accordance with state and federal law.

d. Groundwater Monitoring.

Several groundwater monitoring wells are located on the Property to monitor the performance of the remedial action. The Confirmational Groundwater Monitoring Plan for the remedial action is attached as Exhibit E. While monitoring is ongoing, Grantor shall maintain clear access to monitoring wells and protect them from damage. Grantor shall report to Ecology within forty-eight (48) hours of the discovery of any damage to any monitoring well. Unless Ecology approves of an alternative plan in writing, 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. Grantor shall maintain clear access to all remedial action components necessary to construct, operate, inspect, monitor and maintain the remedial action.
- b. 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.** Grantor, when conveying any interest within the area of the Property described and illustrated in Exhibit B and Exhibit C, 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.

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- 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 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, Grantor is authorized to respond to such an event in accordance with state and federal law. Grantor must notify Ecology in writing of the event and response actions planned or taken as soon as practical but no later than within twenty-four (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.

Coulter Properties, LLC c/o Joe Krivanek 1500 E. College Way, Ste A451 Mount Vernon, WA 98273-5637 [Please insert phone number]	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 Olympia, WA 98504-7600 (360) 407-7170
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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, this 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 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.

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Section 6. Enforcement and Construction.

- a. This Covenant is being freely and voluntarily granted by 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 this 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. Grantor shall be responsible for all costs associated with implementation of this Covenant. Furthermore, 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 it holds the title to the Property and has authority to execute this Covenant.

EXECUTED this 15th day of August, 2022.

Coulter Properties, LLC

By: [Signature]

Title: Manager

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STATE OF Washington
COUNTY OF Skagit

On this 15th day of August, 2022, I certify that
Travis Carter personally appeared before me, acknowledged that he/she is the
Manager of the limited liability company 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.



Elizabeth Hammack

Notary Public in and for the State of Washington

Residing at Mount Vernon, WA

My appointment expires 9-21-2022

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The Department of Ecology hereby accepts the status as Grantee and holder of the above Environmental Covenant pertaining to the North Cascade Ford Site, Ecology Facility ID 58313566, Cleanup Site ID 12975, Voluntary Cleanup Program #NW3031.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY



By: ROBERT WARREN

Title: REGION SECTION MANAGER

Dated: 9/15/22

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Exhibit A

LEGAL DESCRIPTIONS

P109239 / 350424-3-082-0200

(0.5300 ac) TWO PARCELS OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., SEDRO WOOLLEY, SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS, TO-WIT: PARCEL 1: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF FERRY STREET WITH THE CENTERLINE OF 40.0 FOOT WIDE EASTERN AVENUE, VACATED BY THE CITY COUNCIL OF THE CITY OF SEDRO WOOLLEY BY RESOLUTION #101, DULY PASSED AND ADOPTED ON OCTOBER 27, 1930; THENCE NORTHERLY ALONG THE CENTERLINE OF VACATED EASTERN AVENUE 170.0 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF NORTHERN AVENUE, ACCORDING TO THE OFFICIAL PLAT OF SEDRO WOOLLEY, AS FILED IN THE COUNTY AUDITOR'S OFFICE IN SKAGIT COUNTY, WASHINGTON; THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF NORTHERN AVENUE 20.3 FEET TO THE EASTERLY LINE OF SAID VACATED EASTERN AVENUE, ALSO BEING ON THE WESTERLY LINE OF BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY NORTHERN PACIFIC RAILWAY COMPANY) 100.0 FOOT WIDE RIGHT OF WAY, BEING A PORTION OF THE SAME PROPERTY AS DESCRIBED IN WARRANTY DEED FROM PHILIP A. WOOLLEY AND KATE WOOLLEY DATED APRIL 18, 1890, AND FILED FOR RECORD APRIL 25, 1890 IN VOLUME 10 OF DEEDS, PAGE 450 OF THE RECORDS OF SAID COUNTY; THENCE NORTHERN ALONG SAID WESTERLY RIGHT OF WAY LINE 42.39 FEET TO THE NORTHERLY LINE OF SAID NORTHERN AVENUE, AND BEING 50.0 FEET SOUTHERLY, AS MEASURED AT RIGHT ANGLES FROM BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY GREAT NORTHERN RAILWAY COMPANY) MAIN TRACK CENTERLINE OF THE BURLINGTON TO CONCRETE, WASHINGTON BRANCH LINE, AS ORIGINALLY LOCATED AND CONSTRUCTED; THENCE EASTERLY ALONG SAID NORTHERN LINE OF NORTHERN AVENUE 26.49 FEET TO A POINT BEING 25.0 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID RAILROAD COMPANY'S 100.0 FOOT WIDE RIGHT OF WAY; THENCE SOUTHERLY ALONG A LINE DRAWN PARALLEL WITH THE CENTERLINE OF SAID 100.0 FOOT WIDE RIGHT OF WAY 220.0 FEET, MORE OR LESS, TO THE SAID NORTH LINE OF FERRY STREET; THENCE WESTERLY ALONG SAID NORTH LINE OF FERRY STREET 45.69 FEET TO THE POINT OF BEGINNING; ALSO TOGETHER WITH 'PARCEL 2': BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WOODWORTH STREET WITH THE CENTERLINE OF 40.0 FOOT WIDE EASTERN AVENUE, VACATED BY THE CITY COUNCIL OF THE CITY OF SEDRO WOOLLEY BY RESOLUTION #101 DULY PASSED AND ADOPTED ON OCTOBER 27, 1930; THENCE NORTHERLY ALONG THE CENTERLINE OF VACATED EASTERN AVENUE 219.3 FEET MORE OR LESS, TO THE SOUTH LINE OF 80.0 FOOT WIDE FERRY STREET; THENCE EASTERLY ALONG SAID SOUTH LINE OF FERRY STREET 45.69 FEET TO A POINT BEING 25.0 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF

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BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY NORTHERN PACIFIC RAILWAY COMPANY) 100.0 FOOT WIDE RIGHT OF WAY, BEING A PORTION OF THE SAME PROPERTY AS DESCRIBED IN WARRANTY DEED FROM PHILLIP A WOOLLEY AND KATE WOOLLEY DATED APRIL 18, 1890 AND FILED FOR RECORD APRIL 25, 1890 IN VOLUME 10 OF DEEDS, PAGE 450 OF THE RECORDS OF SAID COUNTY; THENCE SOUTHERLY ALONG A LINE DRAWN PARALLEL WITH THE CENTERLINE OF SAID 100.0 FOOT WIDE RIGHT OF WAY 219.3 FEET, MORE OR LESS, TO THE SAID NORTH LINE OF WOODWORTH STREET; THENCE WESTERLY ALONG SAID NORTH LINE OF WOODWORTH STREET 45.69 FEET TO THE POINT OF BEGINNING.

P77412 / 4176-011-900-0107

THAT PORTION OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., AND LOTS 1 AND 2, BLOCK 1, "TOWN OF WOOLLEY", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 92, RECORDS OF SKAGIT COUNTY, WASHINGTON AND OF VACATED STREETS ADJOINING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF FERRY STREET, 361.5 FEET EAST OF THE SOUTHWEST CORNER OF BLOCK 11, "WEST ADDITION TO THE TOWN OF WOOLLEY, SKAGIT COUNTY, WASHINGTON", ACCORDING TO THE PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 89, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE EAST ALONG THE NORTH LINE OF FERRY STREET 125 FEET; THENCE NORTH TO THE SOUTH LINE OF THE SEATTLE & NORTHERN RAILWAY RIGHT-OF-WAY AS SHOWN ON SAID PLAT; THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE TO A POINT DUE NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH TO THE PLACE OF BEGINNING.

P77451 / 4177-001-006-0001

THAT PART OF BLOCK 1, "TOWN OF WOOLLEY", ACCORDING TO THE PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 92, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND OF THE VACATED STREETS ADJOINING, AND VACATED ALLEY THROUGH SAID BLOCK, THAT HAVE REVERTED BY PROCESS OF LAW, LYING WITHIN THE FOLLOWING BOUNDARIES: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID BLOCK 1, WHICH IS 486.5 FEET EAST OF THE SOUTHWEST CORNER OF BLOCK 11, "WEST ADDITION TO WOOLLEY", THENCE EAST ALONG THE SOUTH LINE OF SAID BLOCK 1 TO THE EAST LINE OF ALLEY AS PLATTED IN SAID BLOCK 1, "TOWN OF WOOLLEY"; THENCE NORTH AT RIGHT ANGLES FROM THE SOUTH LINE OF SAID BLOCK TO THE SOUTH LINE OF THE GREAT NORTHERN RAILROAD RIGHT-OF-WAY; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY TO INTERSECT WITH A LINE RUNNING NORTH FROM THE POINT OF BEGINNING AND AT RIGHT ANGLES TO THE SOUTH LINE OF SAID BLOCK; THENCE SOUTH TO THE POINT OF BEGINNING.

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P77452 / 4177-001-011-0004

THAT PART OF BLOCK 1 "TOWN OF WOOLLEY", ACCORDING TO THE RECORDED PLAT THEREOF IN THE OFFICE OF THE AUDITOR OF SKAGIT COUNTY, WASHINGTON, IN VOLUME 2 OF PLATS, PAGE 92, AND OF THE VACATED STREETS ADJOINING AND VACATED ALLEY THROUGH SAID BLOCK, THAT HAVE REVERTED BY PROCESS OF LAW, LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARIES: BEGINNING AT A POINT 586.5 FEET EAST OF THE SOUTHWEST CORNER OF BLOCK 11, OF "WEST ADDITION TO WOOLLEY, SKAGIT COUNTY, WASH." ACCORDING TO THE RECORDED PLAT THEREOF IN THE OFFICE OF THE AUDITOR OF SKAGIT COUNTY, WASHINGTON IN VOLUME 2 OF PLATS, PAGE 89, AND ON THE SOUTH LINE OF BLOCK 1 OF THE "TOWN OF WOOLLEY"; THENCE RUNNING NORTH TO THE SOUTH LINE OF THE RIGHT-OF-WAY OF THE SEATTLE AND NORTHERN RAILWAY COMPANY; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY TO A POINT 20 FEET WEST OF THE WEST LINE OF THE ORIGINAL RIGHT-OF-WAY OF NORTHERN PACIFIC RAILWAY CO.; THENCE SOUTH PARALLEL TO AND 20 FEET DISTANT FROM THE WEST LINE OF THE ORIGINAL RIGHT-OF-WAY OF THE NORTHERN PACIFIC RAILWAY CO. TO THE NORTH LINE OF FERRY STREET; THENCE WEST ALONG THE NORTH LINE OF FERRY STREET AND ALONG THE SOUTH LINE OF BLOCK 1 OF SAID "TOWN OF WOOLLEY", TO THE PLACE OF BEGINNING; EXCEPT THAT PORTION THEREOF LYING WEST OF THE EAST LINE OF ALLEY AS PLATTED IN BLOCK 1, "TOWN OF WOOLLEY".

P77493 / 4177-007-011-0001

LOTS 7 THROUGH 11, INCLUSIVE, BLOCK 7, "TOWN OF WOOLLEY", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 92, RECORDS OF SKAGIT COUNTY, WASHINGTON. TOGETHER WITH THE WEST 1/4 OF THAT PORTION OF VACATED EASTERN AVENUE LYING WEST OF THE NORTHERN PACIFIC RIGHT-OF-WAY AND DIRECTLY EAST OF SAID BLOCK 7 WHICH HAS REVERTED TO SAID PREMISES UNDER OPERATION OF LAW.

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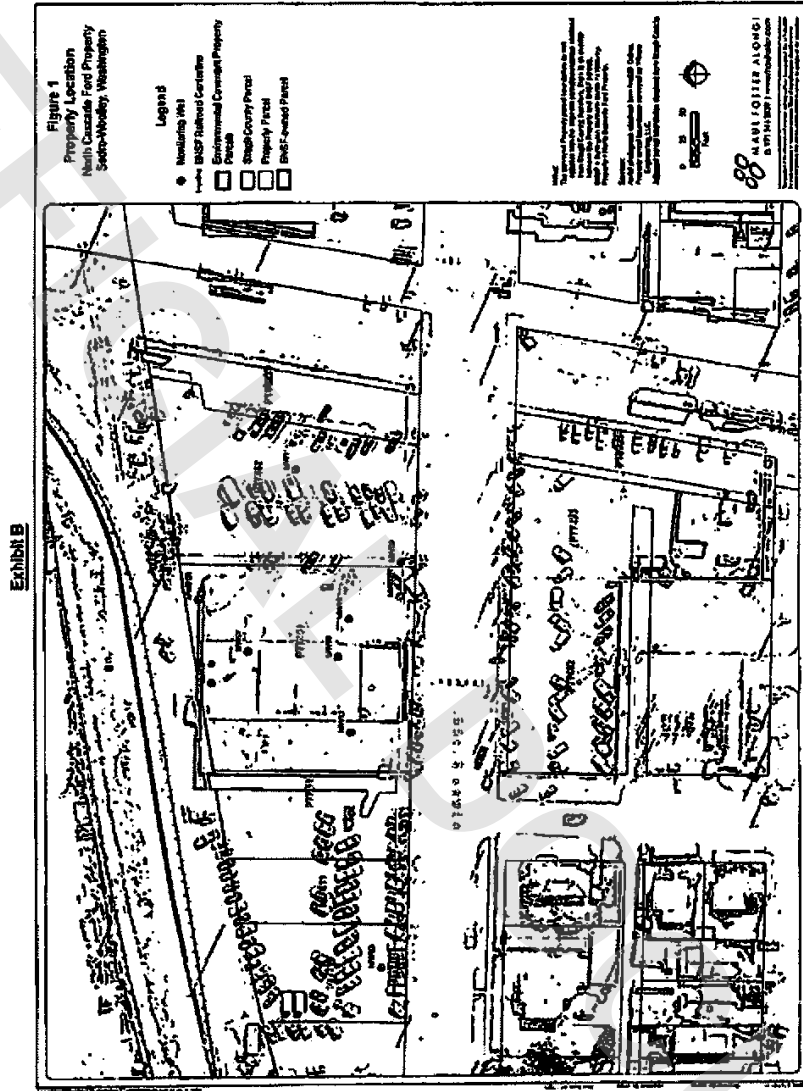
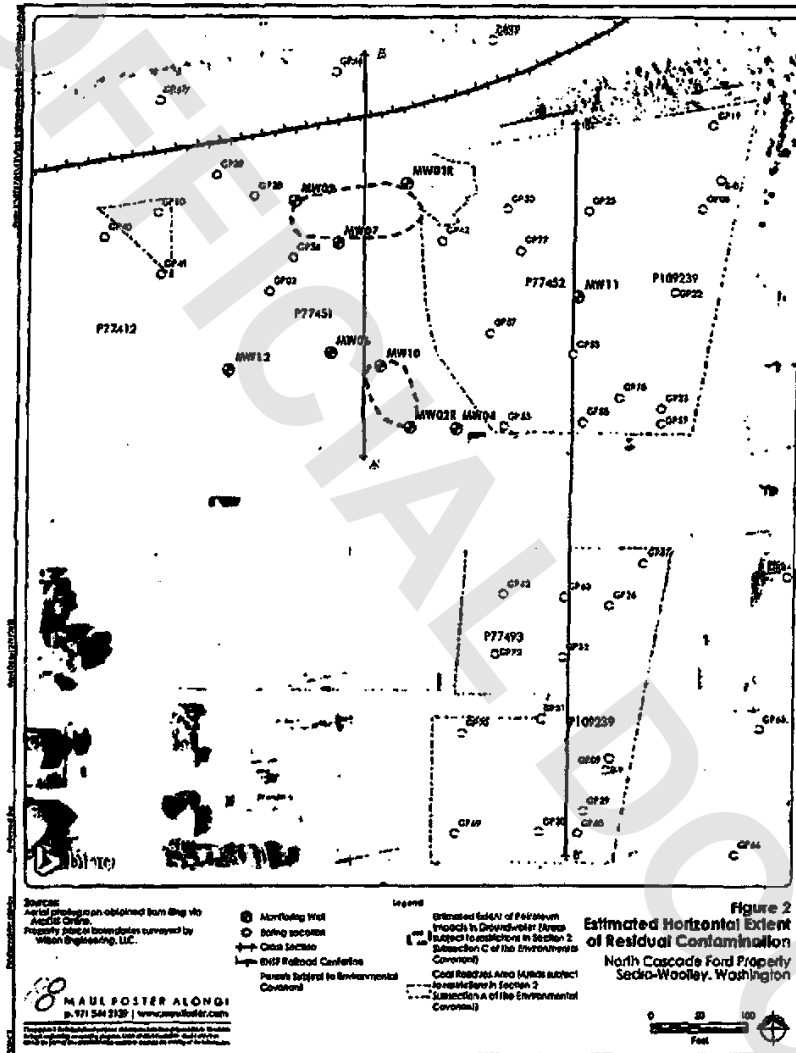
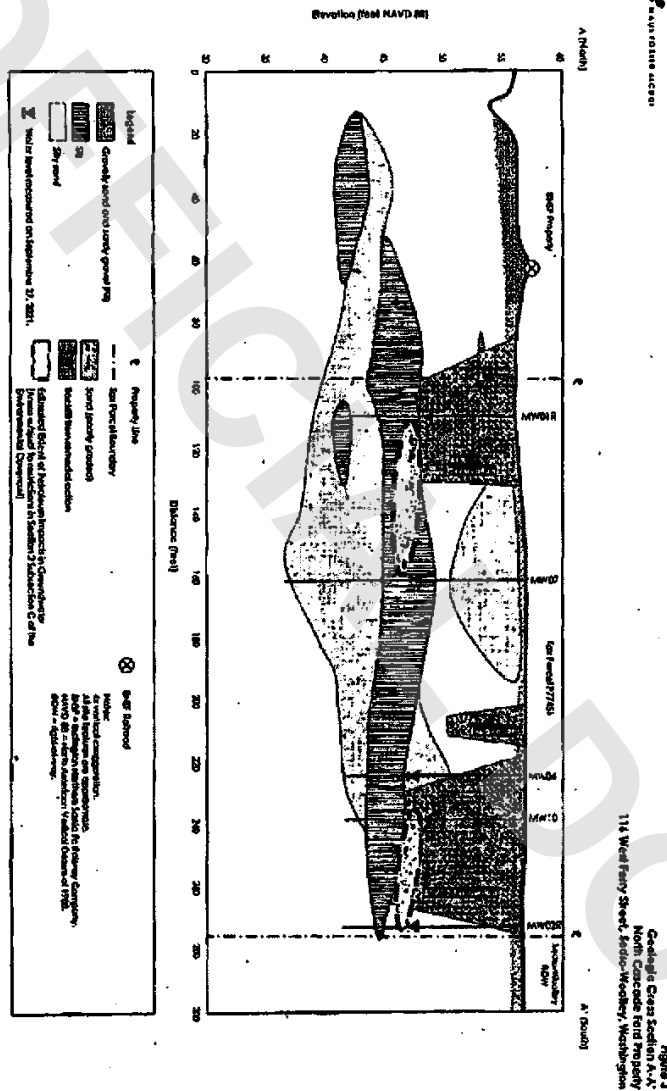
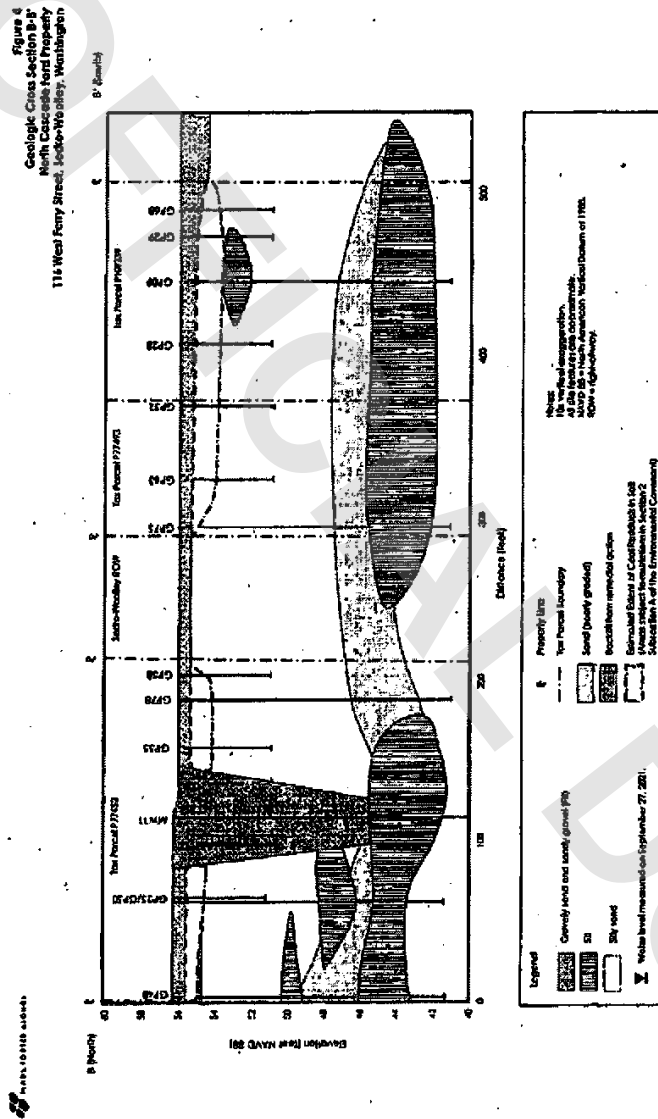


Exhibit C





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Exhibit D

SUBORDINATION AGREEMENT

KNOW ALL PERSONS, that 116 West Ferry Street, LLC, the owner and holder of that certain lease bearing the date of August 30, 2013, executed by Coulter Properties, LLC, as landowner, does hereby agree that said instrument shall be subordinate to the interest of the State of Washington, Department of Ecology, under the environmental (restrictive) covenant dated _____, executed by Coulter Properties, LLC, and recorded in Skagit County, Washington under Auditor's File Number_____.

By: _____

Title: _____

Dated: _____

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 2022, I certify that _____ personally appeared before me, acknowledged that he/she is the _____ of the limited liability company 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.

Notary Public in and for the State of Washington
Residing at _____
My appointment expires _____

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Exhibit E**CONFIRMATIONAL GROUNDWATER MONITORING PLAN**

Compliance groundwater monitoring will be conducted as part of the selected cleanup action. The results of the groundwater monitoring events will be used to assess groundwater flow and gradient, and groundwater quality at the Site to ensure that the MTCA Method A cleanup levels for heavy oils (sum of diesel- and lube oil-range organics) are attained at the tax parcel boundaries of the Property.

The Confirmation Groundwater Monitoring Plan (CGMP) includes the following elements:

- **Monitoring locations:**
 - MW01R, MW02R, MW04, MW06, MW07, MW09, MW10, MW11, and MW12; see Figure 1 in Exhibit B of this Covenant.
 - If any of the above-listed wells must be decommissioned during Property development, replacement monitoring wells shall be installed, at the same or similar locations, as approved by Ecology.
 - Any monitoring wells decommissioned during Property redevelopment shall be decommissioned per WAC 173-160 standards, and a decommissioning report shall be submitted to Ecology within thirty (30) days after completion of decommissioning.
 - Any new monitoring wells shall be constructed in accordance with WAC 173-160 standards, and a boring/well installation log shall be provided to Ecology within thirty (30) days after completion of the well.
- **Monitoring data to be collected:**
 - Water levels at MW01R, MW02R, MW04, MW06, MW07, MW09, MW10, MW11, and MW12.
 - Groundwater samples at MW01R, MW02R, MW04, MW07, MW09, and MW10, to be tested for diesel- and lube oil-range petroleum hydrocarbons by Method NWTPH-Dx. The sum of the diesel and lube oil fraction will be added together and compared to the MTCA Method A cleanup level of 500 micrograms per liter.

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- Monitoring frequency:
 - Monitoring will be conducted every fifteen (15) months (to assess seasonal trends), beginning in September 2022, for at least five (5) years, until the time of the first periodic review by Ecology in 2027, as follows:
 - September 2022
 - December 2023
 - March 2024
 - June 2025
 - September 2026
 - December 2027
 - Subsequent monitoring will depend upon the results of the first periodic review in 2027.
- Sampling procedures:
 - Groundwater samples will be collected in accordance with the *Low Stress (Low Flow) Purging and Sampling Procedure for the Collection of Groundwater Samples from Monitoring wells*, revised September 19, 2017, prepared by EPA (2017). Groundwater samples will be collected directly from the pump outlet following stabilization of the geochemical parameters in accordance with the EPA (2017) guidance for low-flow purging and sampling. Laboratory analytical results will be uploaded to Ecology's Environmental Information Management database.
- Reporting:
 - Submit annual reports of water level measurements, sample analysis results and comparison of results to MTCA Method A groundwater cleanup levels. Reports submitted to the Ecology Northwest Regional Office (Voluntary Cleanup Program) will include a map showing groundwater elevation contours and sampling results, time-series plots of sampling results, and a summary table for sample of sampling results.
- If annual monitoring data collected in accordance with the Confirmational Groundwater Monitoring Plan indicates that the contaminant plume is not stable or shrinking, and concentrations remain above Method A cleanup levels, then the following additional cleanup measures shall be evaluated and may be implemented in consultation with Ecology:

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- Develop a plan for introducing treatment into impacted groundwater, to facilitate breakdown of residual petroleum compounds.
- Submit the plan to Ecology for review.
- If necessary, complete an Underground Injection Control (UIC) Well Registration Form for registration with the UIC Coordinator in the Ecology Water Quality Program.
- Implement the treatment plan and confirmational groundwater monitoring, to evaluate the effectiveness of the treatment.
- Resume quarterly groundwater monitoring to assess if the contaminant plume is stable or shrinking, and if concentrations remain above Method A cleanup levels.
- Repeat this contingency process, if necessary.
- When monitoring wells associated with the Property are no longer to be used for their intended purposes, these wells must be decommissioned in accordance with WAC 173-160-460.