



202412160144

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Skagit County Auditor

After Recording Return
Original Signed Covenant to:

Justin Woerth, LG, LHG
Supervisor
Technical Assistance Program
Pollution Liability Insurance Agency
P.O. Box 40930
Olympia, Washington 98504-0930

Environmental Covenant

Grantor: Echo Six L.L.C.

Grantee: State of Washington, Pollution Liability Insurance Agency (hereafter "PLIA")

Brief Legal Description: DK 17: E 200FT N 271.9FT OF S 815.7FT OF SW1/4 NE1/4,
SECTION 18, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., LY WLY OF FRONTAGE
RD CONDEMNED BY ST OF WASH-SKAGIT CO CAUSE #34348 ALSO EXC S 30FT
THOF

Tax Parcel Nos.: P26253

Cross Reference: Site No Further Action Letter (to be issued by PLIA)

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 1901 Freeway Drive (Facility Site ID 39316). The Property is legally described in Exhibit A, and illustrated in Exhibit B, both of which are attached (hereafter "Property").

- c. If there are differences between these two Exhibits, the legal description in Exhibit A shall prevail.
- d. 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	Diesel-range organics and oil-range organics
Groundwater	N/A
Air/Vapor	Total petroleum hydrocarbons in sub-slab vapor

- e. 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 PLIA.
- f. This Covenant grants PLIA certain rights under UECA and as specified in this Covenant. As a Holder of this Covenant under UECA, PLIA 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 PLIA as an “agency” under UECA, other than its’ right as a holder, are not an interest in real property.

COVENANT

Echo Six L.L.C., as Grantor and owner of the Property hereby grants to the Washington State Pollution Liability Insurance Agency (PLIA), 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 PLIA.
- 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 PLIA. 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.

Section 2. Specific Prohibitions and Requirements.

In addition to the general restrictions in Section 1 of this Covenant, the following additional specific restrictions and requirements shall apply to the Property.

a. Land use.

Commercial Land Use: The remedial action for the Property is based on a cleanup designed for commercial property. As such, the Property shall be used in perpetuity only for commercial land uses as that term is defined in the rules promulgated under Chapter 70A.305 RCW. Prohibited uses on the Property include but are not limited to residential uses, childcare facilities, K-12 public or private schools, parks, grazing of animals, and growing of food crops.

b. Containment of soil/waste materials.

The remedial action for the Property is based on containing contaminated soil under a cap consisting of a concrete slab at least 4 inches thick and an adjoining building to the south, as illustrated in Exhibit B. The primary purpose of this cap is to minimize the potential for contact with contaminated soil and minimize leaching of contaminants to groundwater and surface water. As such, the following restrictions shall apply within the area illustrated in Exhibit B:

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 PLIA (not to include construction of a fence around the restricted area). The Grantor shall report to PLIA within forty-eight (48) hours of the discovery of any damage to the cap. Unless an alternative plan has been approved by PLIA in writing, the Grantor shall promptly repair the damage and submit a report documenting this work to PLIA 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 PLIA. Should the Grantor propose to remove all or a portion of the existing structures illustrated in Exhibit B so that access to the underlying contamination is feasible, PLIA may require treatment or removal of the underlying contaminated soil.

c. Vapor/gas controls.

The residual contamination on the Property includes petroleum hydrocarbons. As such, the following restrictions shall apply within the area of the Property illustrated in Exhibit B to minimize the potential for exposure to these vapors:

No new building or other enclosed structure shall be constructed within this area unless approved by PLIA.

If a new building or other enclosed structure is approved, it shall be constructed with a sealed foundation and a vapor control system that is operated and maintained to prevent the migration of vapors into the building or structure, unless an alternative approach is approved by PLIA. Retrofitting existing structures to comply with these construction requirements is not required.

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. A fence around the restricted area to limit access by the general public is acceptable.
- b. The Grantor freely and voluntarily grants PLIA 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 within the area of the Property described and illustrated in Exhibits A and B, including but not limited to title, easement, leases, and security or other interests, must:

- i. Provide written notice to PLIA 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 POLLUTION LIABILITY INSURANCE AGENCY ON Dec 16, 2024 AND RECORDED WITH THE SKAGIT COUNTY AUDITOR UNDER RECORDING NUMBER 202412160144. 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 PLIA, provide PLIA 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 PLIA.
- 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 PLIA 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.

Echo Six L.L.C. c/o Robert and Debbie Harley P.O. Box 2962 Ferndale, Washington 98248 (360) 303-3010 rob@harleyltd.com debbie@harleyltd.com	Justin Woerth, LG, LHG Supervisor Washington State Pollution Liability Insurance Agency P.O. Box 40930 Olympia, WA 98504-0930 (800) 822-3905 www.plia.wa.gov
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Section 5. Modification or Termination.

- a. Grantor must provide written notice and obtain approval from PLIA 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. PLIA must issue a public notice and provide an opportunity for the public to comment on the proposal; and
 - ii. If PLIA 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 PLIA that this Covenant be amended or terminated. Any amendment or termination of this Covenant must follow the procedures in MTCA and UECA and any rules promulgated under these chapters.

Section 6. Enforcement and Construction.

- a. This Covenant is being freely and voluntarily granted by the Grantor.
- b. Within ten (10) days of execution of this Covenant, Grantor shall provide PLIA 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. PLIA 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 PLIA, 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 PLIA of that term or of any subsequent breach of that term, or any other term in this Covenant, or of any rights of PLIA under this Covenant.

- d. The Grantor shall be responsible for all costs associated with implementation of 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 Echo Six L.L.C. holds the title to the Property and has authority to execute this Covenant.

EXECUTED this 16th day of December, 2024.

Debra D. Harley Debra D. Harley

By: Debra D. Harley

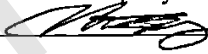
Title: Trustee of The Hartson Family Trust, who is the managing member of Echo Six L.L.C.

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF Washington
COUNTY OF Whatcom

On this 16th day of December, 2024 I certify that Debra Harley personally appeared before me, acknowledged that ~~he~~she signed this instrument, on oath stated that ~~he~~she was authorized to execute this instrument, and acknowledged it as the Trustee of The Hartson Family Trust, who is the managing member of Echo Six L.L.C. to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.




Notary Public in and for the State of Washington ¹⁵
Residing at Everson
My appointment expires March 22, 2029

The Pollution Liability Insurance Agency, hereby accepts the status as GRANTEE and HOLDER of the above Environmental Covenant.

WASHINGTON STATE
POLLUTION LIABILITY INSURANCE AGENCY



By: Justin Woerth, LG, LHG

Title: Technical Assistance Program Supervisor

Dated: December 3, 2024

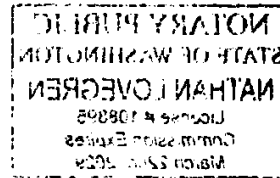


Exhibit A**LEGAL DESCRIPTION -- APPROXIMATE RESIDUAL CONTAMINATED AREA**

THE EAST 20.00 FEET OF THE WEST 73.00 FEET OF THE EAST 200 FEET OF THE SOUTH 20.00 FEET OF THE NORTH 31.50 FEET OF THE NORTH 271.9 FEET OF THE SOUTH 815.7 FEET OF THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 34 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF MOUNT VERNON, SKAGIT COUNTY, WASHINGTON, LYING WESTERLY OF THE FRONTAGE ROAD CONDEMNED BY STATE OF WASHINGTON UNDER SKAGIT COUNTY COURT CAUSE NO. 34348.

Exhibit B

SITE MAP ILLUSTRATING LOCATION OF RESTRICTIONS

