

202104160080 ADIETZ 16 PGS
04/16/2021 08:57:35 AM \$118.50
AUDITOR, Pierce County, WASHINGTON

After recording return to:
Pierce County Facilities Management
1102 Broadway, Suite 302
Tacoma, WA 98402

Deed No. 21-56

**COUNTY TREASURER'S DEED
(RCW 36.35.150)**

THIS INDENTURE is made and entered into this 1st day of April, 2021, by and between PIERCE COUNTY, a municipal corporation and political subdivision of the state of Washington, acting by and through MIKE LONERGAN, Pierce County Assessor-Treasurer ("Grantor"), and 1657 Center, LLC, a limited liability company in the state of Washington ("Grantee").

WITNESSETH that whereas pursuant to an order of the Pierce County Council, duly made and entered, and in pursuance of that order and of the laws of the state of Washington, and for and in consideration of the sum of Nine Thousand and 00/100 DOLLARS (\$9000.00), lawful money of the United States of America, to me in hand paid, the receipt of which is hereby acknowledged, I have this day sold to Grantee, the following described real property, which real property is held by Grantor as "tax title lands" pursuant to Chapter 36.35 of the Revised Code of Washington, and which is legally described as follows:

Parcel 2855000010 : Section 08 Township 20 Range 03 Quarter 32 CARROL & HANNAHS L 1 THRU 4 B 1

NOTICE: THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON FEBRUARY 25, 2020 AND RECORDED WITH THE PIERCE COUNTY AUDITOR UNDER RECORDING NUMBER 202009290357. USES AND ACTIVITIES ON THIS PROPERTY MUST COMPLY WITH THAT COVENANT, A COMPLETE COPY OF WHICH IS ATTACHED TO THIS DOCUMENT.

NOW, THEREFORE, the undersigned, being the duly-elected Assessor-Treasurer of Pierce County, Washington, in consideration of the premises and by virtue of the laws of the state of Washington, do hereby convey and quitclaim to Grantee and Grantee's heir and assigns forever, together with any after-acquired title, the real property hereinbefore described, as fully and completely as Grantor can by virtue of the premises convey the same.

Given under my hand and seal of office on the day and year first above written.

PIERCE COUNTY

Approved as to legal form only:

By: *Mike Lonergan*
Mike Lonergan, Assessor-Treasurer

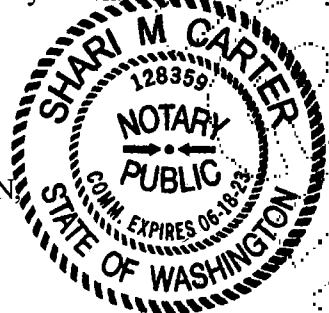
Soojin Kim
Deputy Prosecuting Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this 12th day of April, 2021, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared Mike Lonergan, known to me to be the Assessor-Treasurer of Pierce County, a municipal corporation and political subdivision of the state of Washington, who executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Shari M. Carter
NOTARY SIGNATURE
PRINTED NAME Shari M Carter
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT Tacoma
MY COMMISSION EXPIRES 06-18-2023



For reference only, not for re-sale.

RECEIVED

Washington State Department of Ecology

MAR 02 2020

WA State Department of Ecology (SWRO)

After Recording Return
Original Signed Covenant to:
Mohsen Kourehdar
Toxics Cleanup Program
Department of Ecology
Southwest Regional Office

202009290357 ADIETZ 15 PGS
09/29/2020 09:31:01 AM \$117.50
AUDITOR, Pierce County, WASHINGTON

Environmental Covenant

Grantor: Pierce County
Grantee: State of Washington, Department of Ecology (hereafter "Ecology")
Brief Legal Description: LOTS 1 THROUGH 4 INCLUSIVE, BLOCK 1, CARROL & HANNAH ADDITION, ACCORDING TO PLAT RECORD IN BOOK 2 OF PLATS AT PAGE 7 RECORDS OF PIERCE COUNTY WASHINGTON

Tax Parcel Nos.: 2855000010

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 Aladdin Plating, FSED 1277. The Property is described in Exhibit A, (hereafter "Property").
- 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 and off the Property:

For reference only, not for re-sale.

UNRECORDED

Washington State Department of Ecology

Medium	Principal Contaminants Present
Soil	Nickel
Groundwater	Nickel

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 Ecology. The extent of residual Nickel contamination in soil and groundwater is documented in a January 2020 Construction Documentation Report which is available in Ecology's Document Storage and Retrieval System (DSARS). Exhibit B shows the area in which the contamination is left in place.

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

Pierce County (County owns this property in a Tax Foreclosure), 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

For reference only, not for re-sale.

Washington State Department of Ecology

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. Land Use.

Commercial/Industrial Land Use: The Property shall be used in perpetuity only for industrial land uses (consistent with designated zoning by Pierce County) as that term is defined in the rules promulgated under Chapter 70.105D, 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 with Nickel remaining in place at the depth of 8 feet below ground surface (bgs) and with a concentration of 4,500 mg/kg at sample location AP-TP13-5.5, and located as illustrated in Exhibit B.

c. Ground Water Use

The groundwater beneath the Property and outside the Property to the North as shown in Exhibit C remains contaminated with Nickel 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 for any purpose shall be considered potentially contaminated and any discharge of this water shall be done in accordance with state and federal law.

g. Monitoring.

Several groundwater monitoring wells are located on and off the Property to monitor the performance of the remedial action. The Grantor shall maintain clear access to the wells on the property 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.

For reference only, not for re-sale.

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 _____ AND RECORDED WITH THE PIERCE 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 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.

For reference only, not for re-sale.

Washington State Department of Ecology

Michael D. Gonzales Real Property Management Specialist Pierce County Department of Facilities Management 1102 Broadway, Suite 302 Tacoma, WA 98402 Main: 253-798-7223 Tel: 253-798-6364 Fax: 253-798-7401 michael.gonzales@piercetypecountywa.gov	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 Olympia, WA 98504 – 7600 (360) 407-6000 ToxicsCleanupProgramHQ@ecy.wa.gov
---	---

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: ²
- 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

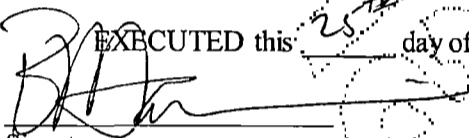
For reference only, not for re-sale.

Washington State Department of Ecology

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 that he/she has authority to execute this Covenant.

EXECUTED this 25th day of February, 2020.

Signature

by: BF Hammer
Title: EXECUTIVE

For reference only, not for re-sale.

Washington State Department of Ecology

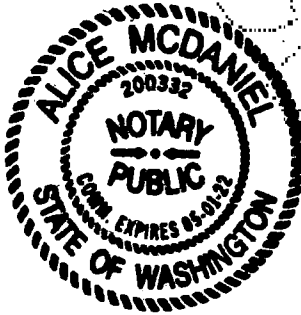
REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF WASHINGTON
COUNTY OF PIERCE

On this 25 day of February, 2020, I certify that Bruce Dammeier personally appeared before me, acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument, and acknowledged it as the Executive of Pierce County to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

Alice McDaniel

Notary Public in and for the State of Washington
Residing at Tacoma, WA
My appointment expires 05/01/22



For reference only, not for re-sale.

DRAFT

Washington State Department of Ecology

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

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Marian L. Abbett for

by: Rebecca S. Lawson, P.E.

Title: Section Manager

Dated:

STATE ACKNOWLEDGMENT

STATE OF Washington

COUNTY OF Thurston

On this 11th day of August, 2020, I certify that Marian L. Abbett personally appeared before me, acknowledged that he/she is the acting SWRO-TCP Section Manager 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 state agency.



Treasure A Mitchell
Notary Public in and for the State of Washington

Residing at McClary, WA

My appointment expires 8-2-2023

For reference only, not for re-sale.

Washington State Department of Ecology

Exhibit A

LEGAL DESCRIPTION

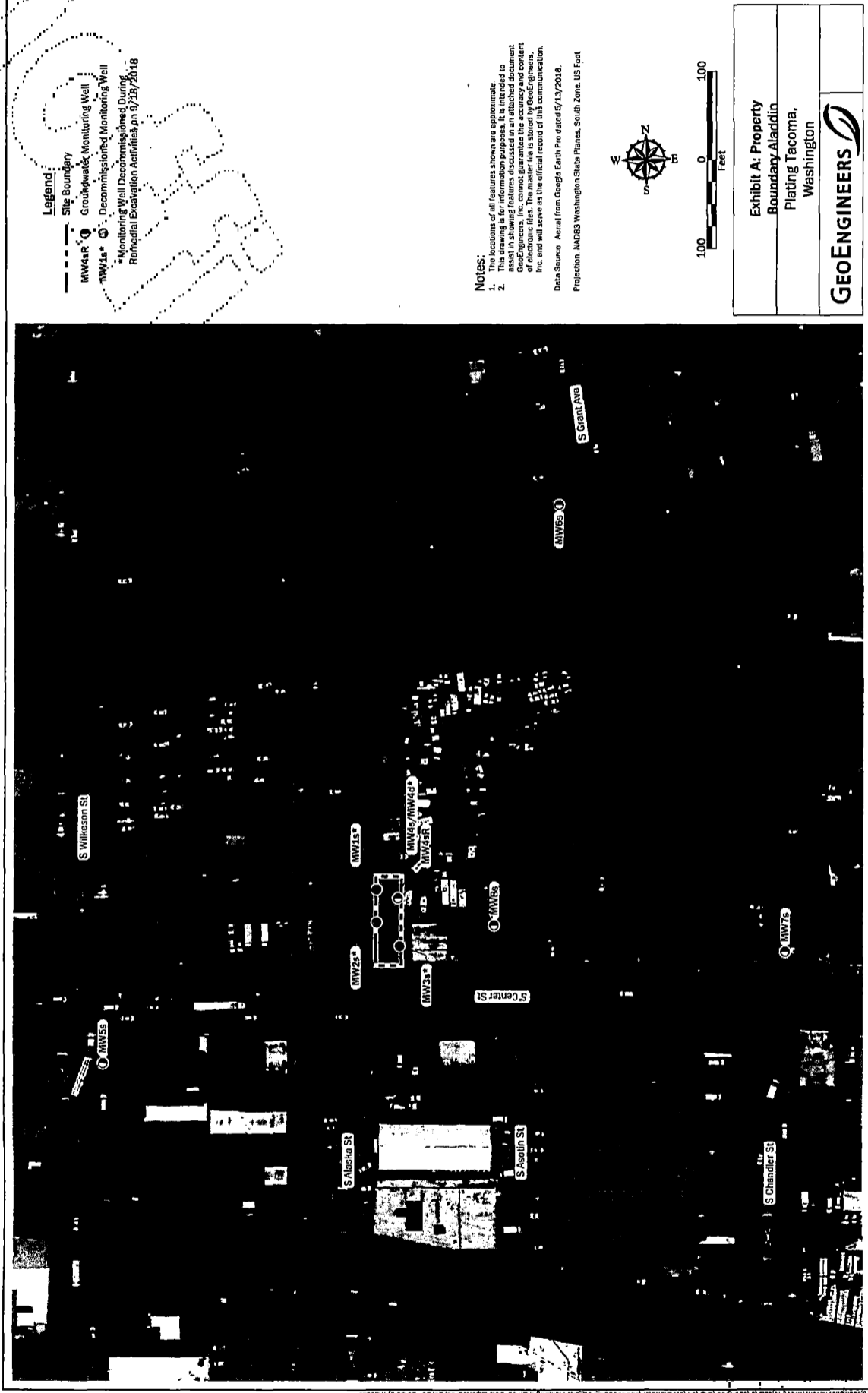
LOTS 1 THROUGH 4 INCLUSIVE, BLOCK 1. CARROL & HANNAH ADDITION,
ACCORDING TO PLAT RECORD IN BOOK 2 OF PLATS AT PAGE 7 RECORDS OF
PIERCE COUNTY WASHINGTON

For reference only, not for re-sale.

UNRECORDED DOCUMENT

For reference only, not for re-sale.

DRAFT



DRAFT

Washington State Department of Ecology

Exhibit B

PROPERTY MAP

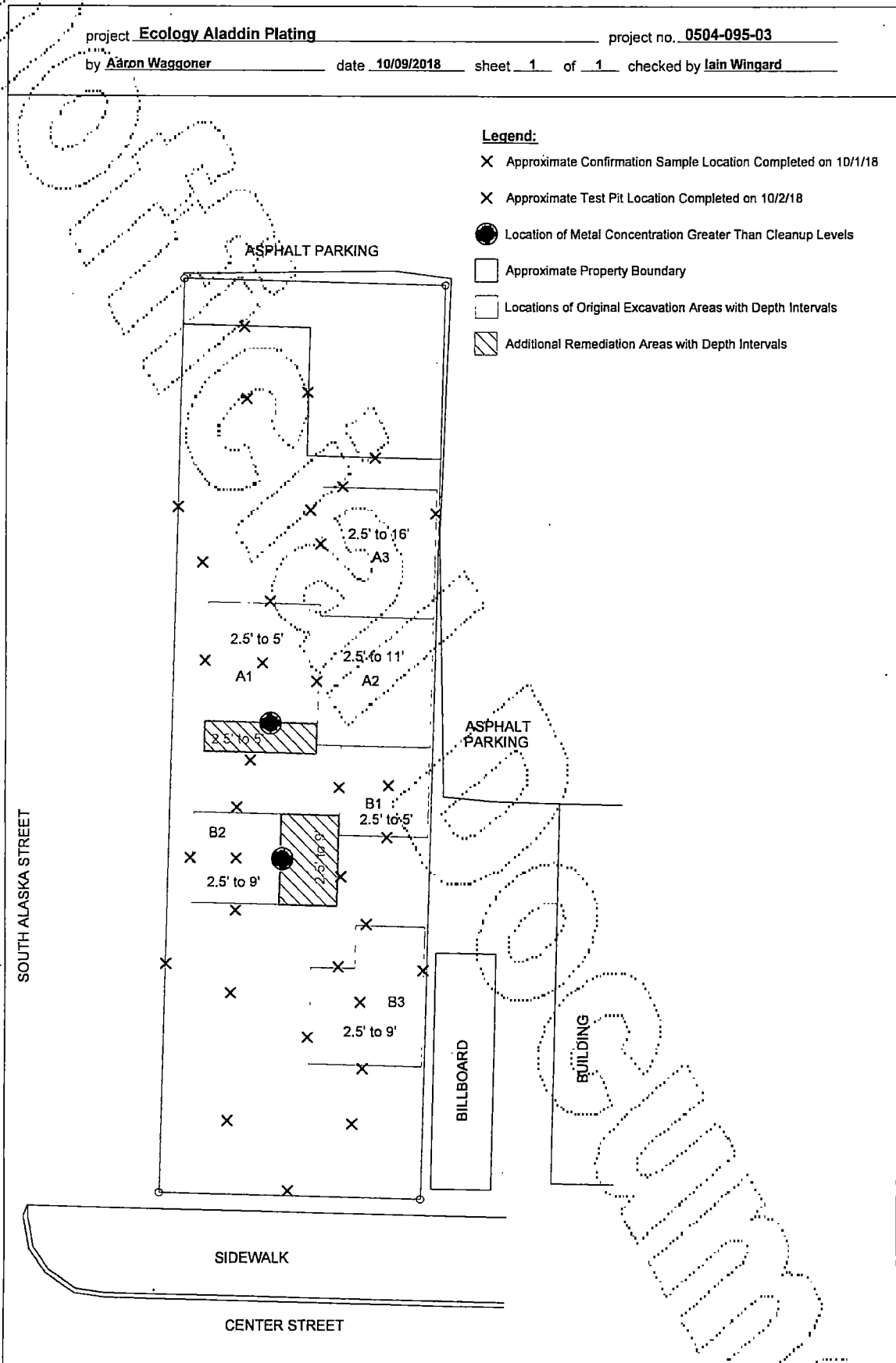
Final
Comments
Document

For reference only, not for re-sale.

project **Ecology Aladdin Plating** project no. **0504-095-03**
 by **Aaron Waggoner** date **10/09/2018** sheet **1** of **1** checked by **Iain Wingard**

Legend:

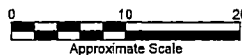
- ✕ Approximate Confirmation Sample Location Completed on 10/1/18
- ✕ Approximate Test Pit Location Completed on 10/2/18
- Location of Metal Concentration Greater Than Cleanup Levels
- Approximate Property Boundary
- ▭ Locations of Original Excavation Areas with Depth Intervals
- ▨ Additional Remediation Areas with Depth Intervals



Site Sketch: Original Excavation Layout and Additional Remediation Areas

Disclaimer: The attached information is being provided for discussion purposes only. It shall not be considered as work product or a deliverable and no reliance may be placed thereon unless confirmed in writing by GeoEngineers.

Exhibit B: Areas with contamination in place.



For reference only, not for re-sale.

Washington State Department of Ecology

Exhibit C

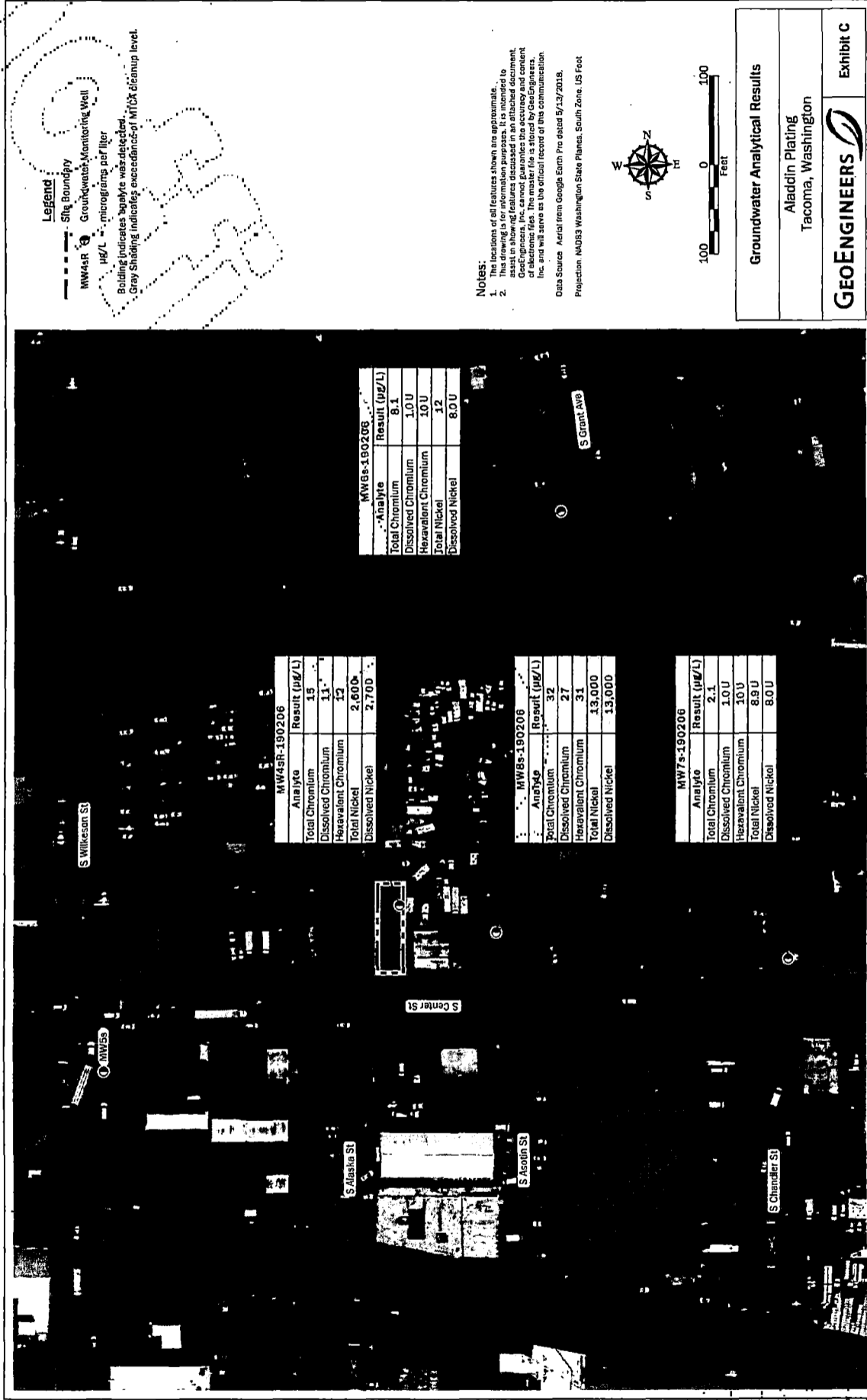
MAP ILLUSTRATING LOCATION OF RESTRICTIONS

For reference only, not for re-sale.

UNOFFICIAL DOCUMENT

For reference only, not for re-sale.

DUPLICATE



DUPLICATE

Washington State Department of Ecology

Final Draft Document

For reference only, not for re-sale.