



The Director of Records & Licensing,
King County, State of Washington do
hereby certify the foregoing document
is a true and correct copy of the
document recorded in our office.

Witness my hand and official seal this
18th day of August, 2021

Director of Records & Licensing,

BY

Charles J. Green
Deputy

Charles J Green

Record Date: 8/18/2021 8:29 AM

King County, WA

Return Address:
Robert Anderson
Scougal Rubber Corporation
6239 Corson Avenue S.
Seattle, WA 98108

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

- 1. Environmental Covenant _____ 2. _____
- 3. _____ 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

Grantor(s) Exactly as name(s) appear on document

- 1. Scougal Rubber Corporation _____, _____
- 2. _____, _____

Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document

- 1. State of Washington, Department of Ecology _____, _____
- 2. _____, _____

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range) _____

SE-20-24-4 _____

Additional legal is on page 1 of document.

Assessor's Property Tax Parcel/Account Number

assigned 202404-9044

Assessor Tax # not yet

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."



Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

After Recording Return
Original Signed Covenant to:
Christopher Maurer
Toxics Cleanup Program
Department of Ecology
300 Desmond Drive SE Lacey,
WA 98503
PO Box 47600
Olympia, WA 98504-7600

Environmental Covenant

Grantor: Scougal Rubber Corp

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

Brief Legal Description: POR SE 1/4 OF SEC 20-24-4 & OF NE 1/4 OF SEC 29-24-4 & POR OF L M COLLINS D C #46 & POR OF ABANDONED BED OF DUWAMISH RIVER DESIGNATED AS TRACTS 41 THRU 44 & TRS 65 THRU 69 OF COMMERCIAL WATERWAY NO 1 FIRST ADD MORE PARTICULARLY DAF - BEG SW COR TR 9 BLK A OF GEORGETOWN (VOL 6 PG 9) TH N 77-44-23 W 60 FT TH N 12-15-37 E PLW W LN OF SD BLK A 560 FT TO TPOB TH CONTG N 12-15-37 E 100 FT TO SLY LN OF TR OF LAND CONVEYED UNDER REC #8312300229 TH N 77-44-23 W ALG SD SLY LN 45.11 FT M/L TO E LN TR 67 TH CONTG N 77-44-23 W 73.84 FT TH N 03-32-43 W 98.66 FT TO NW COR OF TR OF LAND CONVEYED TO WESTERN BOWLING INC BY DEED REC UNDER AF #4771877 TH N 74-40-55 E ALG NLY LN SD TR 32.67 FT TH S 86-26-54 E 0.96 FT ALG NLY LN TO ANGLE PT OF SD TR TH N 25-13-16 W ALG WLY LN OF TR OF LAND CONVEYED TO EDWIN J CHURCH REC UNDER AF #7204100271 158.07 FT TO SLY LN S MICHIGAN ST TH S 68-33-17 W ALG SD SLY MGN OF S MICHIGAN ST 161.30 FT TO NE COR LOT 1 BLK 28 J R MCLAUGHLIN WATERFRONT ADD (VOL 13 PG 28) (SD PT ALSO BEING NWLY COR OF SD TR 44) TH S 16-07-33 E 40.17 FT TO SWLY COR SD TR 44 TH S 08-34-07 E 85.20 FT ALG WLY LNS OF SD TRS 43 & 42 TO NWLY COR SD TR 41 TH S 03-47-48 W 94.42 FT ALG WLY LN OF SD TR 41 TO SW COR THOF (SD PT AKA NE COR LOT 5 BLK 28 OF SD J R MCLAUGHLINS WATERFRONT ADD TH S 89-59-47 E ALG NLY LN OF SD LOT 5 PRODUCED ELY 115.03 FT TO WLY LN OF SD TR 68 SD PRODUCTION BEING S LN OF SD TR 41 TH S 01-13-00 E 63.07 FT ALG WLY LNS SD TRS 68 & 69 TO SW COR OF SD TR 69 TH S 77-44-23 E ALG SLY LN SD TR 69 & SD LN PRODUCED ELY 160.42 FT TO TPOB

Tax Parcel Nos.: 202404-9044

Cross Reference: LaBossier Family, L.L.C. Environmental Covenant, Tax Parcel No.
5367203760

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 Scougal Rubber Corp 93637295. 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 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
Groundwater	Trichloroethene, vinyl chloride

- 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.
- 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

Scougal Rubber Corp, as Grantor 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 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. 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 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.

Section 4. Notice Requirements.

a. Conveyance of Any Interest. The Grantor, when conveying any fee interest within the area of the Property described and illustrated on Exhibit C, will:

- 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 KING 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.

- 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.

Corson Foley, LLC 5700 Third Avenue South PO Box 80286 Seattle WA 98108	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
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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, the Covenant must be amended to reflect the change before the activity or use can proceed.
- b. When monitoring data shows that the covenant is no longer needed, Ecology will work with Grantor to have the covenant removed. 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.

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. Grantor and 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 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.

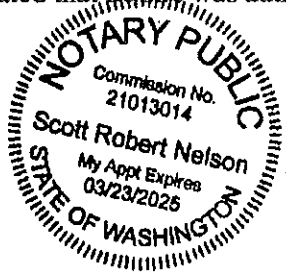
The undersigned Grantor warrants he/she holds the title to the Property and has authority to execute this Covenant.

EXECUTED this 6th day of August, 2021

by: [Signature]

Title: President

On this 6 day of AUGUST, 2021, I certify that Tom Folby personally appeared before me, acknowledged that he/she is the PRESIDENT of the corporation 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.



[Signature]
Notary Public in and for the State of Washington ¹⁵
Residing at 6345 39th Ave SW, Seattle, WA 98136
My appointment expires 3/23/25

Washington State Department of Ecology

Toxics Cleanup Program Procedure 440A

[ECOLOGYS SIGNATURE BLOCK]

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

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

_____ [SIGNATURE] Barry Rogowski

by: _____ [PRINTED NAME] Barry Rogowski

Title: Section Manager

Dated: 4/14/21

STATE ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF Thurston

On this 14 day of April, 2021, I certify that Barry Rogowski personally appeared before me, acknowledged that he/she is the 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.

Jillian Carver
Notary Public in and for the State of Washington

Residing at Thurston County

My appointment expires October 26, 2022

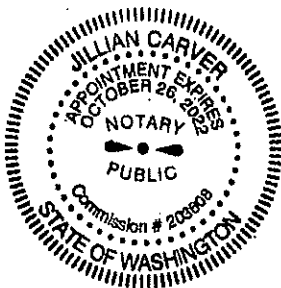


Exhibit A

LEGAL DESCRIPTION

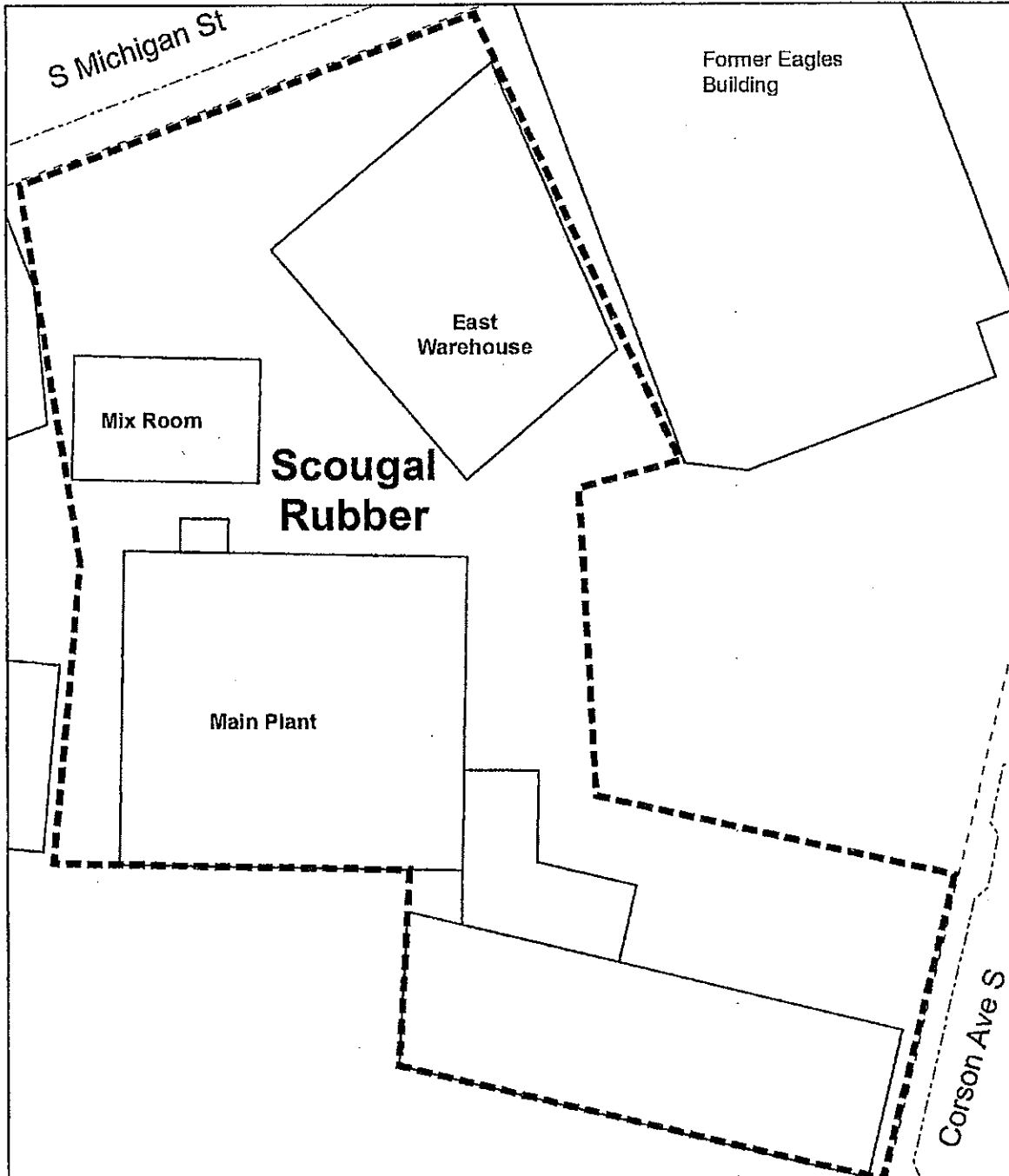
POR SE 1/4 OF SEC 20-24-4 & OF NE 1/4 OF SEC 29-24-4 & POR OF L M COLLINS D C #46 & POR OF ABANDONED BED OF DUWAMISH RIVER DESIGNATED AS TRACTS 41 THRU 44 & TRS 65 THRU 69 OF COMMERCIAL WATERWAY NO 1 FIRST ADD MORE PARTICULARLY DAF - BEG SW COR TR 9 BLK A OF GEORGETOWN (VOL 6 PG 9) TH N 77-44-23 W 60 FT TH N 12-15-37 E PLW W LN OF SD BLK A 560 FT TO TPOB TH CONTG N 12-15-37 E 100 FT TO SLY LN OF TR OF LAND CONVEYED UNDER REC #8312300229 TH N 77-44-23 W ALG SD SLY LN 45.11 FT M/L TO E LN TR 67 TH CONTG N 77-44-23 W 73.84 FT TH N 03-32-43 W 98.66 FT TO NW COR OF TR OF LAND CONVEYED TO WESTERN BOWLING INC BY DEED REC UNDER AF #4771877 TH N 74-40-55 E ALG NLY LN SD TR 32.67 FT TH S 86-26-54 E 0.96 FT ALG NLY LN TO ANGLE PT OF SD TR TH N 25-13-16 W ALG WLY LN OF TR OF LAND CONVEYED TO EDWIN J CHURCH REC UNDER AF #7204100271 158.07 FT TO SLY LN S MICHIGAN ST TH S 68-33-17 W ALG SD SLY MGN OF S MICHIGAN ST 161.30 FT TO NE COR LOT 1 BLK 28 J R MCLAUGHLIN WATERFRONT ADD (VOL 13 PG 28) (SD PT ALSO BEING NWLY COR OF SD TR 44) TH S 16-07-33 E 40.17 FT TO SWLY COR SD TR 44 TH S 08-34-07 E 85.20 FT ALG WLY LNS OF SD TRS 43 & 42 TO NWLY COR SD TR 41 TH S 03-47-48 W 94.42 FT ALG WLY LN OF SD TR 41 TO SW COR THOF (SD PT AKA NE COR LOT 5 BLK 28 OF SD J R MCLAUGHLINS WATERFRONT ADD TH S 89-59-47 E ALG NLY LN OF SD LOT 5 PRODUCED ELY 115.03 FT TO WLY LN OF SD TR 68 SD PRODUCTION BEING S LN OF SD TR 41 TH S 01-13-00 E 63.07 FT ALG WLY LNS SD TRS 68 & 69 TO SW COR OF SD TR 69 TH S 77-44-23 E ALG SLY LN SD TR 69 & SD LN PRODUCED ELY 160.42 FT TO TPOB

Exhibit B

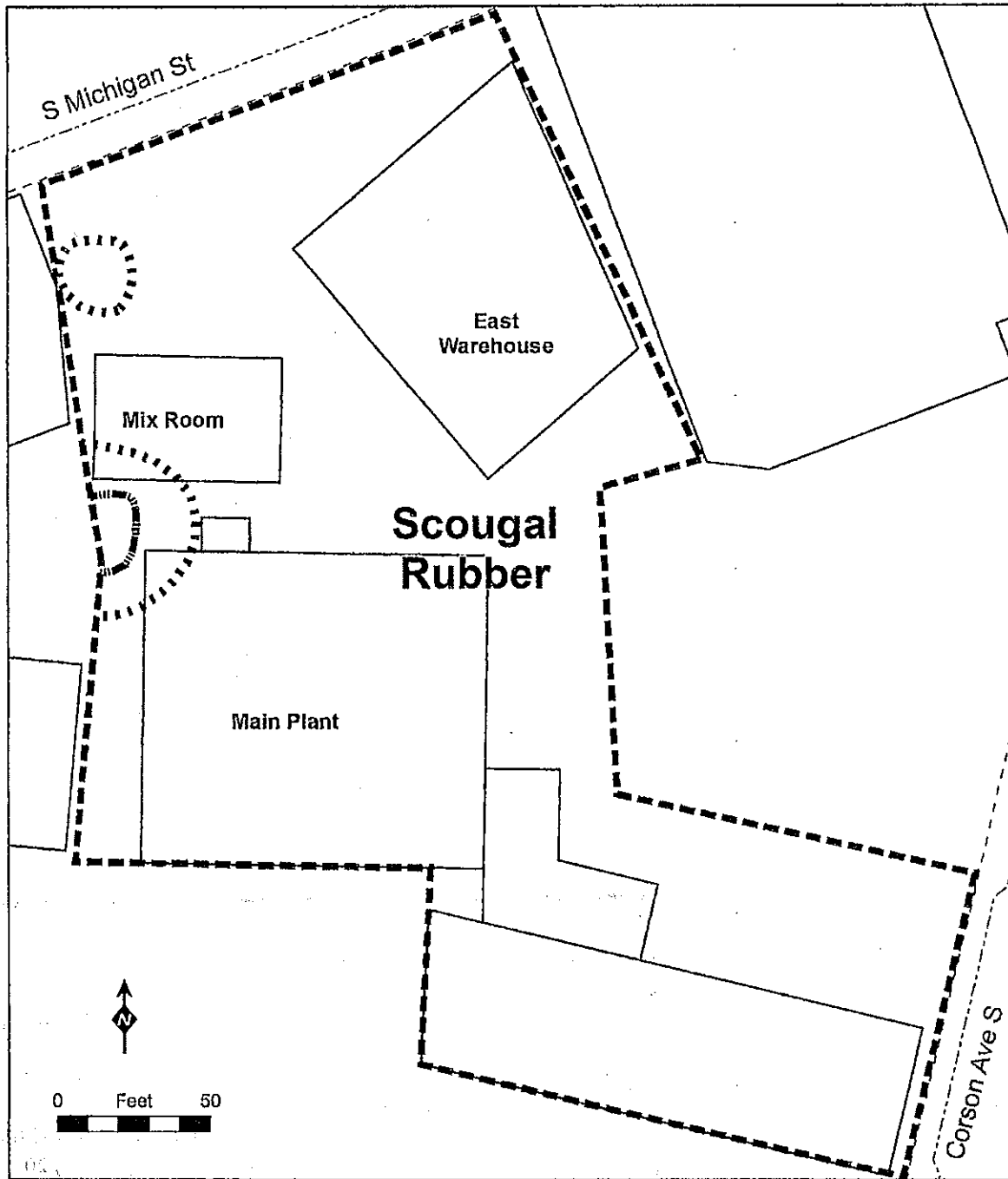
PROPERTY MAP

Exhibit C

MAP ILLUSTRATING LOCATION OF RESTRICTIONS



<p>----- Street Edge</p> <p>----- Sidewalk Edge</p> <p>▭ Structures</p> <p>▭ Parcel No: 2024049044</p>	<p>↑</p> <p>0 Feet 50</p>	<p>Exhibit B Scougal Rubber Corp Property Map</p> <p>PGG</p>
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----- Street Edge	Parcel No: 2024049044
..... Sidewalk Edge	Groundwater Restrictions
▭ Structures	Trichloroethene (TCE)
	Vinyl Chloride (VC)

Exhibit C
Map Illustrating
Location of Restrictions:
Groundwater Only

PgG