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DEPARTMENT OF ECOLOGY

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November 22, 2021

Lauren Ross
Kilroy Realty
12200 W Olympic Blvd, Suite 200
Los Angeles, CA 90064
(lross@kilroyrealty.com)

Re: No Further Action at the following Site:

- **Site Name:** Lake View at Fremont
- **Site Address:** 837 North 34th Street, Seattle, WA 98103
- **Facility/Site No.:** 5471899
- **VCP Project No.:** NW2977
- **Cleanup Site ID No.:** 11902

Dear Lauren Ross:

The Washington State Department of Ecology (Ecology) received your request for an opinion on your independent cleanup of the **Lake View at Fremont** facility (Site). This letter provides our opinion. We are providing this opinion under the authority of the Model Toxics Control Act (MTCA), Chapter 70A.305 RCW.

Issue Presented and Opinion

Is further remedial action necessary to clean up contamination at the Site?

NO. Ecology has determined that no further remedial action is necessary to clean up contamination at the Site.

This opinion is dependent on the continued performance and effectiveness of the post-cleanup controls and monitoring specified below.

This opinion is based on an analysis of whether the remedial action meets the substantive requirements of MTCA, Chapter 70A.305 RCW, and its implementing regulations, Chapter 173-340 WAC (collectively "substantive requirements of MTCA"). The analysis is provided below.

Description of the Site

This opinion applies only to the Site described below. The Site is defined by the nature and extent of contamination associated with the following releases:

- Total petroleum hydrocarbons in the diesel (TPH-D) and oil (TPH-O) ranges, chromium, and arsenic into the Soil;
- TPH-D, TPH-O, and pentachlorophenol (PCP) into the Groundwater.

Enclosure A includes a detailed description and diagram of the Site, as currently known to Ecology.

Please note a parcel of real property can be affected by multiple sites. At this time, we have no information that the parcel associated with this Site is affected by other sites.

Basis for the Opinion

This opinion is based on the information contained in the documents listed in **Enclosure B**. A number of these documents are accessible in electronic format from the [Site webpage^{\[1\]}](#). The complete records are stored in the Central Files of the Northwest Regional Office of Ecology (NWRO) for review by appointment only. Visit our [Public Records Request page^{\[2\]}](#), to submit a public records request or get more information about the process. If you require assistance with this process, you may contact the Public Records Officer at publicrecordsofficer@ecy.wa.gov or (360) 407-6040.

This opinion is void if any of the information contained in those documents is materially false or misleading.

Analysis of the Cleanup

Ecology has concluded that no further remedial action is necessary to clean up contamination at the Site. That conclusion is based on the following analysis:

¹ <https://apps.ecology.wa.gov/gsp/Sitepage.aspx?csid=11902>

² <https://ecology.wa.gov/publicrecords>

1. Characterization of the Site.

Ecology has determined your characterization of the Site is sufficient to establish cleanup standards and select a cleanup action. The Site is described above and in **Enclosure A.**

The lateral and vertical extent of soil and groundwater impacted by releases at the Site have been adequately defined per MTCA requirements by completion of Site investigations conducted from 1989 through 2020. Site data has been entered into the Ecology Environmental Information Management (EIM) electronic database.

2. Establishment of cleanup standards.

a. Cleanup Levels

Ecology has determined the cleanup levels and points of compliance you established for the Site **meet** the substantive requirements of MTCA.

Soil

The Site does not meet the MTCA definition of an industrial property; therefore soil cleanup levels suitable for unrestricted land uses are appropriate.

Cleanup levels protective of terrestrial ecological receptors are not necessary because the Site meets the initial terrestrial ecological evaluation exclusion criteria (MTCA WAC 173-340-7491(1)(c)(i)). There are less than 1.5 acres of contiguous undeveloped land on or within 500 feet of any part of the Site. Land use at the Site and surrounding area makes substantial wildlife exposure unlikely.

MTCA Method A cleanup levels were proposed for soil at the Site. Ecology concurs for this exposure pathway.

Groundwater

Cleanup levels were set for groundwater based on its highest beneficial use as a potential drinking water source. The MTCA Method A cleanup levels were proposed for groundwater at this Site, except for PCP which has a Method B cleanup level of 0.219 micrograms per liter ($\mu\text{g/L}$). Ecology concurs for this exposure pathway.

Air

Cleanup levels for indoor air are considered unnecessary for this Site. TPH-D and TPH-O in soil at concentrations above Method A cleanup levels occur several feet below the concrete floor of the lowest level of a three-story parking garage. It is therefore considered unlikely that vapor intrusion into the Property building will occur due to the soil contamination left in place.

b. Points of Compliance.

Soil

The point of compliance for soil is throughout the Site. This point of compliance is protective of both direct contact and leaching to groundwater.

Groundwater

The point of compliance for groundwater is throughout the Site from the uppermost level of the unsaturated zone extending vertically to the lowest most depth that could potentially be affected by the Site.

Air

The point of compliance for air is in ambient air throughout the Site.

3. Selection of cleanup action.

Ecology has determined the cleanup action you selected for the Site **meets** the substantive requirements of MTCA.

The remedial action consisted of excavation of soil on the Property in 2007 in preparation for redevelopment consisting of construction of the current building. With the exception of soil contamination above MTCA cleanup levels left in place and subsequent characterization described below, all contaminated soil was removed from the Site and the removal was confirmed with soil sampling. This remediation constitutes a permanent removal action under MTCA.

4. Cleanup.

Ecology has determined the cleanup you performed **meets** the cleanup standards established for the Site. This determination is dependent on the continued performance and effectiveness of the post-cleanup controls and monitoring specified below.

All contaminated soil from known hot spots, soil with TPH-D and TPH-O at concentrations greater than the Method A cleanup level of 2,000 milligrams per kilogram (mg/kg), and soil suspected of being contaminated located immediately adjacent to the bottom of the planned parking garage, was removed and transported off-Site for treatment and disposal in 2007. Confirmation soil samples verified the removal, with the exception of soil with petroleum hydrocarbon concentrations above Method A that was left in place after the excavation at the extreme southeast corner of the Property.

Creosote piles were observed at the southwest corner and central third of the excavation. Many of these piles were removed at the time of redevelopment; however, some were left in place when it was not possible to extract them from the subgrade soil. It is assumed that some contamination remains in soil on the Property in the immediate vicinity of those creosote piles.

Groundwater at the east and south boundaries of the Property was analyzed on three occasions in late 2000 using samples collected from two dewatering wells, W-2 and W-5 (see **Enclosure A, Figure 2**). The samples contained PCP on two occasions at concentrations up to 1.26 µg/L that exceeded the Method B cleanup level at the time (0.73 µg/L). The current Method B cleanup level for PCP is 0.219 µg/L. Since no PCP was detected in 42 soil samples collected across the Site at various depths, the source of the PCP originally detected in the two dewatering wells in 2000 is unknown.

In August 2019, two monitoring wells (MW-1 and MW-2) were installed in the lowest level of the parking garage in the Property building (**Figure 2**). The wells were sampled in August 2020 and analyzed for TPH-D, TPH-O, and PCP. Detected concentrations of TPH-D and TPH-O were below Method A cleanup levels. PCP was not detected in either monitoring well.

Post-Cleanup Controls and Monitoring

Post-cleanup controls and monitoring are remedial actions performed after the cleanup to maintain compliance with cleanup standards. This opinion is dependent on the continued performance and effectiveness of the following:

1. Compliance with institutional controls.

Institutional controls prohibit or limit activities that may interfere with the integrity of engineered controls or result in exposure to hazardous substances. The following institutional control is necessary at the Site:

- Groundwater beneath and within the Property remains potentially contaminated and shall not be extracted for any purpose other than temporary construction dewatering or for remedial activities, including sampling, monitoring or additional remediation.

To implement this control, an Environmental Covenant was recorded on the following parcel of real property in King County on November 17, 2021:

- 197320-0389

Ecology approved the recorded Covenant. A copy of the Covenant is included in **Enclosure C**.

2. Operation and maintenance of engineered controls.

Engineered controls prevent or limit movement of, or exposure to, hazardous substances. The following engineered control is necessary at the Site:

- A concrete building floor slab in the lowest level of the parking garage acts as a cap to prevent access to impacted soil or groundwater beneath the building.

Ecology has approved the contingency plan you submitted for this engineered control. A copy of the plan is included as Exhibit E to the Environmental Covenant; see **Enclosure C**.

3. Performance of confirmational monitoring.

Confirmational monitoring of groundwater is necessary at the Site to confirm the long-term effectiveness of the cleanup. The monitoring data will be used by Ecology during periodic reviews of post-cleanup conditions. Ecology has approved the groundwater monitoring plan you submitted. A copy of the plan is included as Exhibit D to the Environmental Covenant; see **Enclosure C**.

Periodic Review of Post-Cleanup Conditions

Ecology will conduct periodic reviews of post-cleanup conditions at the Site to ensure that they remain protective of human health and the environment. If Ecology determines, based on a periodic review, that further remedial action is necessary at the Site, then Ecology will withdraw this opinion.

Listing of the Site

Based on this opinion, Ecology will remove the Site from our Confirmed and Suspected Contaminated Sites List.

Limitations of the Opinion

1. Opinion does not settle liability with the state.

Liable persons are strictly liable, jointly and severally, for all remedial action costs and for all natural resource damages resulting from the release or releases of hazardous substances at the Site. This opinion **does not**:

- Resolve or alter a person's liability to the state.
- Protect liable persons from contribution claims by third parties.

To settle liability with the state and obtain protection from contribution claims, a person must enter into a consent decree with Ecology under RCW 70A.305.040(4).

2. Opinion does not constitute a determination of substantial equivalence.

To recover remedial action costs from other liable persons under MTCA, one must demonstrate that the action is the substantial equivalent of an Ecology-conducted or Ecology-supervised action. This opinion does not determine whether the action you performed is substantially equivalent. Courts make that determination. *See* RCW 70A.305.080 and WAC 173-340-545.

3. State is immune from liability.

The state, Ecology, and its officers and employees are immune from all liability, and no cause of action of any nature may arise from any act or omission in providing this opinion. *See* RCW 70A.305.170(6).

Termination of Agreement

Thank you for cleaning up the Site under the Voluntary Cleanup Program (VCP). This opinion terminates the VCP Agreement governing this project (#NW2977).

For more information about the VCP and the cleanup process, please visit our [VCP webpage](#)³. If you have any questions about this opinion or the termination of the Agreement, please contact me by phone at (206) 594-0121 or by email at michael.warfel@ecy.wa.gov.

Sincerely,



Michael R. Warfel
VCP Site Manager
Toxics Cleanup Program, NWRO

Enclosures (3): A – Site Description and Diagrams
 B – Basis for the Opinion: List of Documents
 C – Environmental Covenant for Institutional Controls

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³ <http://www.ecy.wa.gov/vcp>

Enclosure A

Site Description and Diagrams

Site Description

This section provides Ecology's understanding and interpretation of Site conditions, and is the basis for the opinions expressed in the body of the letter.

Site: The Site is defined by the releases of total petroleum hydrocarbons in the diesel (TPH-D) and oil (TPH-O) ranges and arsenic to soil that is most likely associated with backfill materials. The Site is also defined as pentachlorophenol (PCP) in groundwater. The Site is located at 837 North 34th Street in Seattle, Washington (Property) (**Figure 1**). The Property corresponds to King County parcel number 1973200389 which is 1.79 acres in size.

Area and Property Description: The Property is occupied by Fremont Lake View, a four-story, multi-tenant, commercial office building with three floors of associated sub-grade parking that was constructed in 2008. The Property is bounded by North 34th Street to the north, the Plaza building and Fremont Avenue to the west; Aurora Avenue North/State Route 99 (elevated bridge), commercial buildings and a marina to the east; and the Adobe Waterfront building to the south. The Property overlooks Lake Union and is just east of the Lake Washington Ship Canal (**Figure 1**). Land use surrounding the Site consists primarily of commercial businesses and residential apartment buildings.

Property History and Current Use: In the late 1800s, the southern two-thirds of the Property was submerged under Lake Union. The northern part of the Property had railroad lines running east-west just north of the lake shoreline. Fill materials consisting of spoils from dredging and construction of the Lake Washington Ship Canal were reportedly placed on the Property to raise it above lake level for development.

From 1905 to 1918, the Property was occupied by the Magnesium Asbestos Supply Company and Pacific Iron and Steel Works. The 1905 Sanborn map shows a small area labeled "tank farm" between a foundry and an asbestos grinding mill; it does not appear on the 1919 Sanborn map. From approximately 1919 to 1957, a lumberyard occupied the Property. Between the 1950s and 1990s, the Property was part of a larger commercial/industrial office park including a general store and warehouses for plumbing supplies and roofing materials. Historical land use information for the Property is summarized in the table below:

Date Range	Former and Current Property Use
Late 1800s	Southern two-thirds of Property was submerged under Lake Union
1905 to 1918	Railway; Magnesium Asbestos Supply Co.; Pacific Iron and Steel Works
1919 to 1950	Lumberyard
1950 to 1998	The Property was a portion of a larger commercial/industrial office park which included a general store and warehouses for plumbing supplies and roofing materials.
1998 to 2007	Vacant lot; parking for buildings on adjacent properties
2008 to present	Fremont Lake View, a multi-tenant office building

The Property was formerly a part of a proposed development project known as the Quadrant Lake Union Center.

Redevelopment of the Property occurred in 2008. The Property redevelopment included excavating soil to a maximum depth of 30 feet below ground surface (bgs) for construction of the three-level parking garage that underlies the majority of the building. The bottom three floors of the Fremont Lake View building are used for parking and the top three are used for office space. The southern portion of the Property is underlain by only one story of underground parking. Currently, the Property is the location of the Fremont Lake View building.

Contaminant Source and History: Soil contaminated with TPH-D and TPH-O associated with fill material was left in place under the southeast corner of the parking garage during the 2008 redevelopment. Creosote post piles were also reportedly left in place at the southwest corner of the building and central 1/3 of the Property, near the fill/native contact.

Physiographic Setting: The Property is located within the Puget Lowland physiographic province, a broad, low-lying region situated between the Cascade Range to the east and the Olympic Mountains to the west. The elevation of the Property ranges from approximately 20 to 38 feet above mean sea level (amsl) and slopes to the south.

Surface Water/Storm Water: The Lake Union Ship Canal is located approximately 325 feet south of the Property. Surface water runoff in the area is captured in municipal storm drains and transported to the nearest surface water drainage, likely Lake Union. Rainfall not captured in the storm drain system infiltrates yard areas and likely moves down slope in near-surface soils.

Ecological Setting: The Property is covered with a building. Land surrounding the Site is primarily covered with buildings, asphalt and concrete with small landscaped areas that are unlikely to attract wildlife.

Geology: The southern two-thirds of the building is directly underlain by up to 40 feet of historic fill material which reportedly consists of sand, silt and gravel intermixed with clay,

concrete rubble, coal fragments, cobbles, sawdust and wood. A more recent generation of fill material was removed from the northern third of the Property during the 2007 redevelopment excavation. Native soil directly underlies the northern portion of the building and typically consists of stiff, hard silt and dense to very dense sand and gravel (overconsolidated Vashon glacial till).

Groundwater: Based on topography and the close proximity of the Lake Washington Ship Canal, the direction of groundwater flow on the Site is inferred to be to the south-southwest toward the Lake Union Ship Canal which flows west towards Puget Sound. Perched groundwater occurs at depths of approximately 4 to 10 feet below the ground surface (bgs). Groundwater levels on the Site are controlled by the level of the Lake Washington Ship Canal.

Water Supply: Seattle Public Utilities (SPU) provides drinking water to this building. The Cedar River and the South Fork Tolt River Watersheds in eastern King County are sources for potable water supplied by SPU.

Release and Extent of Soil and Groundwater Contamination:

Soil. In 1988, eight test borings were drilled on the Lake Union Center property including several borings on the Property. Soil samples analyzed for oil and grease, priority pollutant metals and/or pentachlorophenol were not found to exceed MTCA cleanup levels in effect at the time.

A preliminary environmental assessment conducted in 1989 included sampling of near-surface soil from selected locations along the railroad right-of-way in the Quadrant Lake Union Center. Twelve soil samples were selectively analyzed for petroleum hydrocarbons, polychlorinated biphenyls, organic halides and chlorinated herbicides. Samples 8 and 9 in the general area of the Property were analyzed for total petroleum hydrocarbons only with concentrations of 111 to 183 mg/kg detected. These results, which were below MTCA cleanup levels at the time, were attributed to the presence of coal fragments.

In 1995, 27 soil borings were advanced to depths of three to five feet to characterize the Quadrant Lake Union Center (QLUC) project which included seven borings (B-19 through B-25) the Property. None of the borings encountered groundwater. Soil samples collected in the borings were analyzed for TPH-D and TPH-O. Selected samples were analyzed for polychlorinated biphenyls (PCBs) and polycyclic aromatic hydrocarbons (PAHs) however none of those were collected on the Property. None of the soil samples contained TPH above the Method A cleanup level at the time which was 200 mg/kg.

In 1996, a geotechnical engineering study investigated subsurface conditions for the planned Adobe Building. The investigation was performed to further define the depth to suitable foundation-bearing soils and used results from 3 borings performed in 1988. Five additional borings (B-1 through B-5) were advanced within the investigation area with B-1 and B-5 located within the area of the Property. B-1 was located in the extreme southeast corner of the

Property; B-5 was located within the railroad right-of-way adjacent to the base of the existing retaining wall. A report does not indicate any contamination was encountered in either of these borings.

A second assessment in 1996 documented additional sampling along the railroad right of way included one sample, C3, which appeared to be on the Property. The soil sample which was collected at a depth of 0.5 feet bgs contained TPH at a concentration of 240 mg/kg.

A geotechnical engineering study in 1997 used borings B-1 and B-5 described above and included two additional borings, B-1A and B-2A, and three test pits (TP-1, TP-2 and TP-3). A letter report indicated that no contamination was encountered in the study.

In 1998, the Property was a vacant lot and was investigated as part of the Adobe development project (at QLUC) with eight test pits (DTP-30 through DPT-37) excavated to depths of 7 to 9.5 feet bgs. Soil samples collected from the test pits contained TPH-G, TPH-D, TPH-O and carcinogenic PAHs (cPAHs). All of the concentrations were below MTCA Method A cleanup levels at the time, except for one sample collected at a depth of 8 feet bgs in DTP-38 which contained cPAHs at a concentration of 1.44 mg/kg which was attributed to wooden timbers encountered in the test pit.

Benzene, toluene, ethylbenzene, xylenes and halogenated volatile organic compounds were not detected in any of the soil samples. A test pit, TP-11, was also excavated on the Property. Soil samples collected at 0.5 to 2 and 2 to 4 feet bgs and analyzed for TPH-D and TPH-O only contained concentrations of both below Method A cleanup levels in place at the time.

In April 2000, three geotechnical soil borings (EB-1 through EB-3) were advanced to depths of 25 to 45 feet bgs on the Property (**Figure 2**). The geotechnical report does not mention that contamination was encountered in any of the three borings.

In August 2000, seven supplementary test pits (EP-101 to EP-107) were excavated on the Property. At depths corresponding to elevations of 8 to 10 feet amsl, several of the test pits encountered a layer rich in building wastes that may represent a previous building demolished in place and filled over. Hydrocarbon odors were noted in test pits EP-105 and EP-107 and discreet soil samples were obtained and transferred to the consultant for the Quadrant Lake Union Center campus projects. This data was not found in any Quadrant Lake Union Center reports in Ecology's file. In addition, the location of test pit EP-107 was not shown in Figure 1 of the corresponding report.

In 2007, the Property was redeveloped; excavation for construction of the Lake View at Fremont building occurred. Twelve test pits (TP-201 through TP-212) were dug prior to the main excavation for Site characterization. Soil samples collected from the 12 test pits contained TPH-D, TPH-O, RCRA metals and PCP at concentrations that were non-detectable or below Method A or Method B cleanup levels except for the following:

- Test pit TP-205 contained TPH-O at a concentration of 10,000 mg/kg in a soil sample collected at an elevation of 9.5 to 10.5 feet amsl and 18,000 mg/kg in a soil sample collected at an elevation of 8 feet amsl. The soil sample collected at 8 feet amsl also contained TPH-D at a concentration of 6,300 mg/kg. These levels all exceeded the respective Method A cleanup levels.
- Test pit TP-211 contained arsenic at a concentration of 40.8 mg/kg which exceeded the Method A cleanup level of 20 mg/kg.

The excavation boundary was not shown on the remedial action report figures. Based on the location of the current building within the Property lines, it is assumed that most of the Property was excavated to a minimum elevation of 8.25 feet amsl.

During the course of the general excavation, two previously unknown underground storage tanks (USTs) and a third UST known to be present were removed. All of the USTs were believed used for the storage of fuel oil and appeared to be of steel construction with capacities of 500 to 1,100 gallons. After the USTs were removed, and impacted soil was excavated, soil confirmation samples were collected from each tank basin.

Confirmation soil sample laboratory results indicated that residual TPH concentrations in soil were below MTCA Method A cleanup levels for two of the three USTs. Additional excavation was needed at the third UST basin. Final confirmation sampling of the third UST basin identified a TPH-D concentration of 249 mg/kg which exceeded the Method A cleanup level at the time of 200 mg/kg but is below the current Method A cleanup level of 2,000 mg/kg.

Twenty confirmation soil samples collected following the excavation contained either non-detectable levels or concentrations below Method A or B of TPH-D, TPH-O, RCRA metals and PCP except for the following:

- Soil sample ES-48, which was collected as a confirmation sample 0.75 foot below the bottom of test pit TP-205 (described above) contained 63,000 mg/kg of TPH-D and 46,000 mg/kg of TPH-O. Metals and PCP were not tested for in this sample.

The exceedances described above indicated that TPH-D and TPH-O in soil at concentrations above MTCA Method A cleanup levels were left in place in 2008 below the northeast corner of the building and beneath the southeastern corner of the building (See **Figures 2 and 3**).

In the northeast corner of the Property, arsenic above Method A was left in place at an elevation of 13.5 feet amsl. Because the bottom of the excavation was at 9 feet amsl, it is considered likely that the arsenic in this location was removed by the redevelopment excavation.

In the southeast corner of the building, the bottom of the excavation for the building was terminated at approximately 9 feet amsl. The floor of the parking garage is at approximately 10 feet amsl. Soil contaminated with TPH-D and TPH-O above Method A was left in place below the lower level of the concrete parking slab in the south half of the Site (**Figure 3**). Therefore, the contamination identified at an elevation of 9.5 to 10.5 feet amsl was removed but contamination at 8 to 8.25 feet amsl remained in place and the vertical and lateral extent of that contamination was not defined.

In July 2014, six soil borings (SB-1 through SB-6) were advanced on the Site. Soil borings SB-1 through SB-5 were advanced within the interior of the parking garage and SB-6 was advanced outside and south of the southeast corner of the building. The borings were drilled to depths of 6 to 15 feet bgs except for SB-1 which met refusal just below the floor of the parking garage. Two soil samples were collected from each boring except for SB-1 (no samples due to shallow refusal) and SB-5 where one sample was collected due to poor recovery.

The soil samples were analyzed for total petroleum hydrocarbons in the gasoline range (TPH-G), TPH-D, TPH-O, benzene, toluene, ethylbenzene, xylenes and total chromium. Soil samples collected in SB-4 at 5 feet bgs in SB-5 at 3.5 feet bgs contained toluene at 0.6 and 0.33 mg/kg respectively which are below the Method A cleanup level. In addition, the sample from SB-4 also contained benzene at 0.03 mg/kg which is equal to the Method A cleanup level.

Groundwater. In November 2000, five dewatering wells (W-1 through W-5) were installed adjacent to the eastern and southern borders of the Property. The dewatering wells were originally called P-1 through P-5; the well names were later changed to W-1 through W-5 respectively. The five dewatering wells were installed to depths of 20 to 30 feet bgs in existing fill soil that was variable in composition and density. The dewatering wells were pilot-tested, however, no records are available for the dewatering operations that were subsequently conducted including pumping duration, pumping rates, radii of influence or volume pumped.

On November 28, 2000, groundwater samples collected from two of the dewatering wells, W-2 and W-5, located just outside the eastern and southern borders of the Property (**Figure 2**) contained PCP at concentrations of 1.26 and 1.22 micrograms per liter ($\mu\text{g/L}$) respectively. These concentrations exceeded the Method B cleanup level for PCP at the time (0.73 $\mu\text{g/L}$).

Samples collected on December 20, 2000 contained non-detectable levels of PCP. However, samples collected on December 26 contained 1.20 and 0.67 $\mu\text{g/L}$ respectively which both exceeded the MTCA Method B cleanup level. The current Method B cleanup level for PCP is 0.219 $\mu\text{g/L}$. The source of the PCP in groundwater was not identified. No PCP was detected in 42 soil samples collected across the Property at various depths.

In May 2007, after dewatering activities had presumably ceased and prior to construction of the existing Lake View building, a groundwater sample collected from dewatering well W-4 under static conditions was named MW-S1 and analyzed for TPH-D, TPH-O, chromium, arsenic,

selenium, silver, cadmium, barium, lead, mercury and PCP. Only barium was detected at a concentration of 63.8 µg/L which is below the Method B cleanup level. Former dewatering well W-4 was located along the eastern Property boundary (see Site Diagrams).

In 2014, grab groundwater samples were collected in five of the six SB-series borings (SB-2 through SB-6; see map view figure on previous page) were analyzed for TPH-G, TPH-D, TPH-O and BTEX. Only toluene and xylenes were detected at concentrations below Method A.

In August 2019, two monitoring wells (MW-1 and MW-2) were installed in the lower level of the parking garage in the Property building (**Figure 2**). The borings for both monitoring wells were advanced to 12 feet bgs using a direct push drilling rig. The wells were constructed of ¾-inch diameter PVC screen and riser pipe with screens extending from 2 to 12 feet bgs. The water table occurred at a depth of approximately 1 foot below the parking garage floor.

Site Diagrams



LEGEND

Map: Seattle North
 Date: 2017
 Source: USGS



AEI Consultants

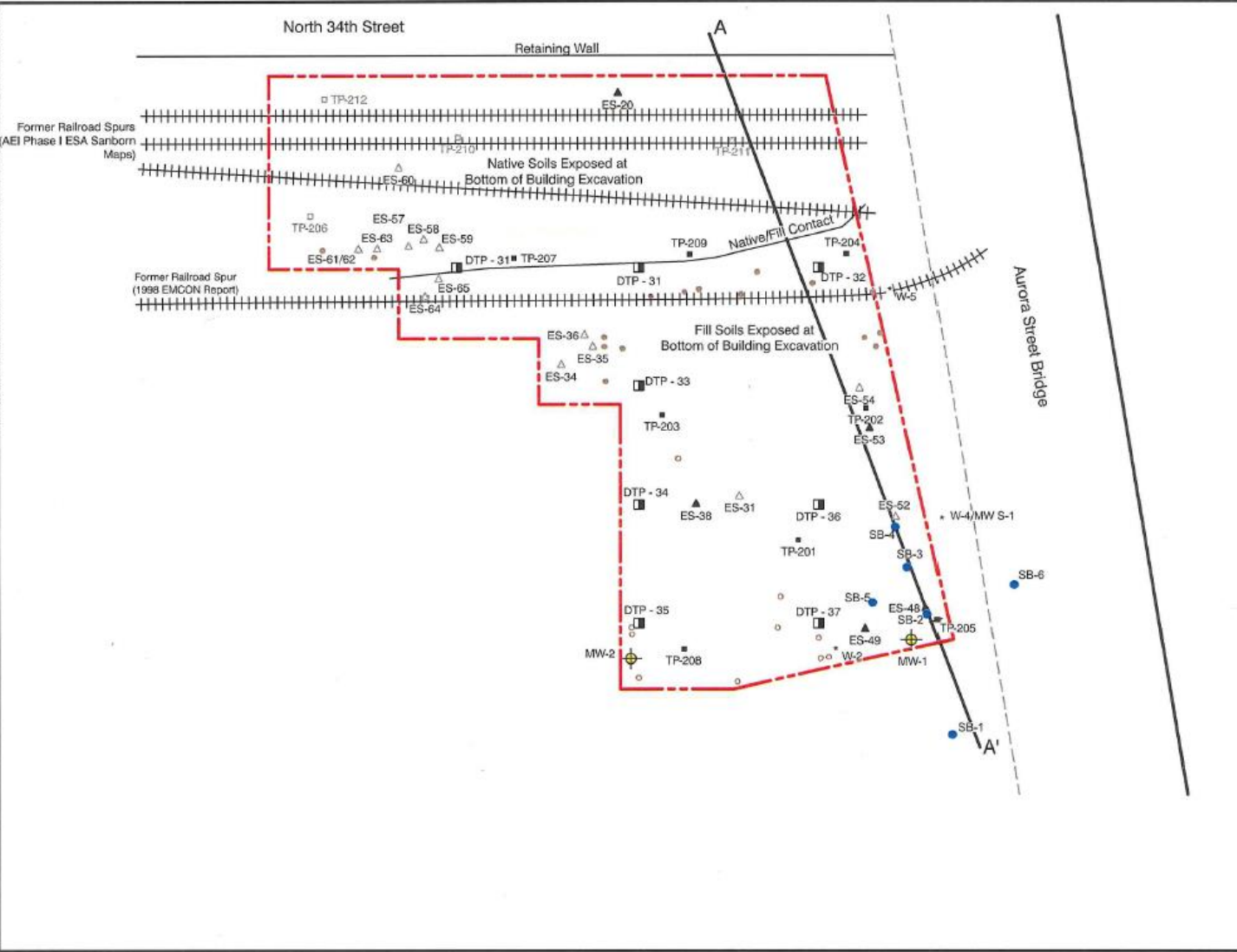
2500 Camino Diablo, Walnut Creek, California

SITE LOCATION MAP

Lakeview Building
 Seattle, Washington

FIGURE 1
 Project No. 307024

P:\Computer\Projects\307024_Scattle_WA\Figures\2016_10_17_Figures\FIG2016



- LEGEND**
- Excavation Area Test Pit (1997)
 - ▲ Soil Sample, In Place (May 2007)
 - △ Soil Sample, Removed (May 2007)
 - Exploration Pit, Removed (May 2007)
 - Exploration Pit, In Place (May 2007)
 - Wood Pile, With Crescote (May to Aug 2007)
 - Wood Pile, Without Crescote (May to Aug 2007)
 - AEI Soil Sample (July 2014)
 - ⊕ Monitoring Well Location (August-2016)



AEI CONSULTANTS
2500 CAMINO DIABLO, WALNUT CREEK, CALIFORNIA

Site Plan

Lakeview Building
Scattle, WA

FIGURE 2
Project No. 307024

Enclosure B

Basis for the Opinion: List of Documents

1. AEI Consultants, 2020. *Groundwater Monitoring and Sampling Report, 837 North 34th Street, Seattle, Washington 98103*. August 20.
2. Department of Ecology, 2020. *Opinion on Remedial Action, VCP NW2977, Lake View at Fremont*. February 18.
3. AEI Consultants, 2019. *Well Installation and Sampling Report, 837 North 34th Street, Seattle, Washington 98103*. November 25.
4. Department of Ecology, 2015. *Opinion on Remedial Action, VCP NW2977, Lake View at Fremont*. August 28.
5. AEI Consultants, 2014. *Subsurface Investigation, Lakeview Building*. September 26.
6. AEI Consultants, 2012. *Phase I Environmental Site Assessment, Lakeview Building*. April 27.
7. Associated Earth Sciences, Inc., 2008. *Independent Remedial Action Report, Lakeview Building*. July 7.
8. Associated Earth Sciences, Inc., 2007. *Environmental Closure Letter, Lakeview Building, Seattle, Washington*. September 7.
9. Associated Earth Sciences, Inc., 2001. *Lakeview Building Dewatering Profiles, Lakeview Building, 801 North 34th Street, Seattle, Washington*. February 21.
10. IT Group, 2001. *Groundwater Analytical Results from December 26, 2000 Sampling Event, Proposed Lakeview Building, Quadrant Lake Union Center*. January 30.
11. Associated Earth Sciences, Inc., 2000. *Supplemental Exploration Pits, Lakeview Building, 801 North 34th Street, Seattle, Washington*. August 16.
12. Associated Earth Sciences, Inc., 2000. *Subsurface Exploration and Geotechnical Engineering Report, Quadrant Lake Union Center Lakeview Building, University Place, Washington*. May 10.
13. Geotech Consultants, Inc., 1997. *Geotechnical Engineering Considerations, Proposed Building 3 of East Development, Quadrant Lake Union Center, Seattle, Washington*. November 25.
14. RETEC, 1996. *Soil Sampling Results and Recommendations*. November 1.

15. Geotech Consultants, Inc., 1996. *Geotechnical Engineering Study, Adobe Systems at the Quadrant Lake Union Center, Seattle, Washington*. July 3.
16. Environmental Management Resources, Inc., 1995. *Subsurface Exploration Summary, Quadrant Lake Union Center, 659 North 34th Street, Seattle, Washington*. April 3.
17. Geotech Consultants, Inc., 1989. *Preliminary Environmental Study of Parcels A, B & C, Quadrant Lake Union Waterfront Center, Seattle, Washington*. April 18.
18. Geotech Consultants, Inc., 1988. *Preliminary Geotechnical Engineering Study, Proposed Quadrant Lake Union Center, Seattle, Washington*. September 20.

Enclosure C

Environmental Covenant for Institutional Controls

When Recorded Return to:
McCullough Hill Leary, P.S.
701 Fifth Avenue, Suite 6600
Seattle, WA 98104
Attn: Ken Lederman

Document Title: Environmental Covenant

Reference number of document modified,
assigned or released: 20211108001461

Grantors:

- Fremont Dock Co., a Washington company (Parcel A) and fee simple owner
- Tri Pointe Homes Washington Inc., a Washington corporation (f/k/a The Quadrant Corporation) and Ground Lessee / Ground Sub-Lessor
- KR Lakeview LLC, a Washington limited liability company (Parcel B – property improvements only) and Ground Sub-Lessee

Grantee: State of Washington, Department of Ecology

Legal description (abbreviated): Lot C, City of Seattle Lot Boundary Adjustment
No. 9700157, Recording Number 9706050452
(portions of Block 84 Denny & Hoyt's Supplemental Plat
to City of Seattle, Burlington Northern Inc.'s Sumas Branch
R/W and Lot 1 Block 98 Lake Union Shorelands)

Assessor's Tax Parcel Number(s): 197320-0389

THIS DOCUMENT IS BEING RE-RECORDED TO REPLACE
EXHIBIT B OF INSTRUMENT RECORDED AT 20211108001461

After Recording Return
Original Signed Covenant to:
Heather Vick, Site Manager
Department of Ecology
Northwest Regional Office
3190 160th Ave SE
Bellevue, WA 98008

Environmental Covenant

Grantors:

- Fremont Dock Co., a Washington company (Parcel A) and fee simple owner
- Tri Pointe Homes Washington Inc., a Washington corporation (f/k/a The Quadrant Corporation) and Ground Lessee / Ground Sub-Lessor
- KR Lakeview LLC, a Washington limited liability company (Parcel B – property improvements only) and Ground Sub-Lessee

Grantee: State of Washington, Department of Ecology (hereafter “Ecology”)

Brief Legal Description:

DENNY & HOYTS SUPL PLAT PORTION BLK 84 DENNY & HOYT'S SUPPLEMENTAL PLAT TO CITY OF SEATTLE & OF BURLINGTON NORTHERN INC'S SUMAS BRANCH R/W & OF LOT 1 BLK 98 LAKE UNION SHORELANDS DAF: COMM AT INTERSECTION OF NLY PROLONGATION OF E LN OF W 7 FT SD BLK 84 & NLY MGN SD BURLINGTON NORTHERN R/W TH S 77-28-32 E 194.84 FT ALG SD NLY MGN TO TPOB TH S 06-16-09 W 117.67 FT TH S 77-28-32 E 69.78 FT TH S 12-31-28 W 31.25 FT TH S 77-28-32 E 70.75 FT TH S 12-31-28 W 24.72 FT TH S 77-28-32 E 50.92 FT TH S 12-31-28 W 121.78 FT TH S 77-28-32 E 50.86 FT TH E 99.03 FT TO W LN OF E 50.71 FT OF SD LOT 1 & W MGN OF AURORA AVE N TH N 00-18-53 E 197.69 FT ALG SD W LN & MGN TO SLY MGN SD BURLINGTON NORTHERN R/W TH S 77-29-04 E 194.04 FT ALG SD SLY MGN TO E MGN SD AURORA AVE N TH N 00-18-53 E 81.85 FT ALG SD E MGN TO NLY MGN SD BURLINGTON NORTHERN R/W TH N 77-28-32 W 486.72 FT ALG SD NLY MGN TO TPOB - AKA LOT C CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT NO 9700157 REC NO 9706050452

Tax Parcel No.: 197320-0389

Cross Reference: No Further Action Opinion, VCP Project No. NW2977, Lake View at Fremont, 837 North 34th Street, Seattle, WA 98103

Deed of Trust, 837 North 34th Street, Seattle, WA 98103, Auditor's File Number 20191001001089

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 Lake View at Fremont, 801 North 34th Street, Seattle, Washington, 98103, Facility Site ID No. 5471899, Cleanup Site ID No. 11902, Voluntary Cleanup Program Project No. NW2977. 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 a remedial action conducted in 2007 under MTCA. This Covenant is required because residual contamination remains on the Property after completion of the remedial action. Specifically, the following principal contaminants remain on the Property:

Medium	Principal Contaminants Present
Soil	Diesel (TPH-D), Oil (TPH-O), Chromium, and Arsenic
Groundwater	TPH-D, TPH-O, Pentachlorophenol (PCP)

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. This Covenant includes the following Exhibits:

- Exhibit A - Legal Description
- Exhibit B - Property Map
- Exhibit C - Subordination Agreements
- Exhibit D - Confirmational Groundwater Monitoring Plan
- Exhibit E - Contingency Plan

Records describing the extent of residual contamination, remedial actions conducted, and details of post-remediation activities required by this Covenant are available through Ecology. This includes the following documents:

1. AEI Consultants, 2020. *Groundwater Monitoring and Sampling Report, 837 North 34th Street, Seattle, Washington 98103.* August 20.
2. AEI Consultants, 2019. *Well Installation and Sampling Report, 837 North 34th Street, Seattle, Washington 98103.* November 25.
3. AEI Consultants, 2014. *Subsurface Investigation, Lakeview Building.* September 26.
4. AEI Consultants, 2012. *Phase I Environmental Site Assessment, Lakeview Building.* April 27.
5. Associated Earth Sciences, Inc., 2008. *Independent Remedial Action Report, Lakeview Building.* July 7.
6. Associated Earth Sciences, Inc., 2007. *Environmental Closure Letter, Lakeview Building, Seattle, Washington.* September 7.

7. Associated Earth Sciences, Inc., 2001. *Lakeview Building Dewatering Profiles, Lakeview Building, 801 North 34th Street, Seattle, Washington.* February 21.
8. IT Group, 2001. *Groundwater Analytical Results from December 26, 2000 Sampling Event, Proposed Lakeview Building, Quadrant Lake Union Center.* January 30.
9. Associated Earth Sciences, Inc., 2000. *Supplemental Exploration Pits, Lakeview Building, 801 North 34th Street, Seattle, Washington.* August 16.
10. Associated Earth Sciences, Inc., 2000. *Subsurface Exploration and Geotechnical Engineering Report, Quadrant Lake Union Center Lakeview Building, University Place, Washington.* May 10.
11. Geotech Consultants, Inc., 1997. *Geotechnical Engineering Considerations, Proposed Building 3 of East Development, Quadrant Lake Union Center, Seattle, Washington.* November 25.
12. RETEC, 1996. *Soil Sampling Results and Recommendations.* November 1.
13. Geotech Consultants, Inc., 1996. *Geotechnical Engineering Study, Adobe Systems at the Quadrant Lake Union Center, Seattle, Washington.* July 3.
14. Environmental Management Resources, Inc., 1995. *Subsurface Exploration Summary, Quadrant Lake Union Center, 659 North 34th Street, Seattle, Washington.* April 3.
15. Geotech Consultants, Inc., 1989. *Preliminary Environmental Study of Parcels A, B & C, Quadrant Lake Union Waterfront Center, Seattle, Washington.* April 18.
16. Geotech Consultants, Inc., 1988. *Preliminary Geotechnical Engineering Study, Proposed Quadrant Lake Union Center, Seattle, Washington.* September 20.

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

Fremont Dock Co., a Washington company and fee simple owner of Parcel A, Tri Pointe Homes Washington Inc., a Washington corporation (f/k/a The Quadrant Corporation) and the Ground Lessee and Ground Sub-Lessor, and KR Lakeview, LLC, a Washington limited liability company and Ground Sub-Lessee of Parcel B (property improvements only), as Grantors for the Property and all improvements thereon, hereby grant to Ecology, and its successors and assignees, the following covenants. Furthermore, it is the intent of the Grantors that such covenants shall supersede any prior interests the Grantors have 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 Grantors shall not engage in any activity on the Property that may impact or interfere with the remedial action and any operation, maintenance, inspection or monitoring of that remedial action without prior written approval from Ecology.
- b. Protection of Human Health and the Environment.** The Grantors shall not engage in any activity on the Property that may threaten continued protection of human health or the environment without prior written approval from Ecology. This restriction includes, but is not limited to, prevention of any activity that results in the release of residual contamination that was contained as a part of the remedial action or that exacerbates or creates a new exposure to residual contamination remaining on the Property.
- c. Continued Compliance Required.** Grantors shall not convey any interest in any portion of the Property without providing for the continued adequate and complete operation, maintenance and monitoring of remedial actions and continued compliance with this Covenant.
- d. Leases.** Grantors shall restrict any lease for any portion of the Property to uses and activities consistent with this Covenant and notify all lessees of the restrictions on the use of the Property.
- e. Preservation of Reference Monuments.** Grantors 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, Grantors 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. Containment and Management of Soil.** The remedial action for the Property is based on containing residual contaminated soil under a cap consisting of concrete pavement and existing buildings with concrete foundations. The Grantors shall not alter or remove the concrete pavement or 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 Ecology. Should the Grantors propose to remove all or a portion of the concrete pavement or existing structures on the Property so that access to the underlying contamination is feasible, Ecology may require treatment or removal of the underlying contaminated soil. If Grantors are only repairing all or a portion of the concrete pavement to maintain the cap over the underlying contaminated soil, Ecology will not require treatment or removal of the underlying contaminated soil.

Any activity on the Property that will compromise the integrity of the contamination containment systems (including drilling, excavating, piercing with a sampling device, post, stake or similar device, grading, trenching, installation of underground utilities, removal of system components, or permanent application of loads in excess of the load bearing capacity) is prohibited without prior written approval by Ecology of a *Soil Management Plan* prepared by the Grantors. Additionally, any soil brought to the surface by grading, excavation, trenching or backfilling activities shall be managed in accordance with all applicable provisions of state and federal law as set forth in the *Soil Management Plan*. The *Soil Management Plan* will include a *Health and Safety Plan* to protect workers from potential exposure to contaminated soil and shallow groundwater.

The Grantors shall report to Ecology within forty-eight (48) hours of the discovery of any damage to the containment systems that affects the integrity of the remedial action on the Property. Unless an alternative plan has been approved by Ecology in writing, the Grantors shall promptly repair the damage and submit a report documenting the repair work to Ecology within thirty (30) days of completing the repairs.

The Grantors covenant and agree (with KR Lakeview as the anticipated performing party) that it shall annually inspect the contamination containment systems, and shall report any changes to the systems that would impair the performance or integrity of the containment systems within thirty (30) days of the inspection.

c. Groundwater Use. The groundwater beneath and within the Property remains contaminated and shall not be extracted for any purpose other than temporary construction dewatering or for remedial activities, including sampling, monitoring or additional remediation. Drilling of a well for any water supply purpose is strictly prohibited. Groundwater extracted within the Property for any purpose shall be considered potentially contaminated, such that discharge of this water shall be done in accordance with state and federal law.

d. Confirmational Groundwater Monitoring. Sampling and monitoring of groundwater for the Property shall be performed in accordance with the Confirmational Groundwater Monitoring Plan that is provided in Exhibit E to this Covenant. Specifically, every five (5) years groundwater samples will be collected from the two (2) monitoring wells at the Property - MW-1 and MW-2 - and analysed for PCP, TPH-D and TPH-O. The Grantors shall maintain clear access to these wells and shall take commercially reasonable steps to protect them from damage. The Grantors shall report to Ecology the discovery of any damage to any monitoring well within forty-eight (48) hours of the discovery. Unless Ecology approves of an alternative plan in writing, the Grantors shall promptly repair the damage and submit a report documenting the repair work to Ecology within thirty (30) days of completing the repairs. If the well is not repairable, it will be replaced within (30) days of the discovery of the damage.

e. Five-Year Review. After a period of five (5) years from the date of recordation of this Covenant and every five (5) years thereafter, Grantors shall submit a Five-Year Review report documenting its evaluation as to whether human health and the environment are being adequately protected by the remedy as implemented. The report shall describe the results of all inspections, sampling analyses, tests and other data generated or received by Owner and evaluate the adequacy of the implemented remedy in protecting human health and the environment. As a result of any review work performed, Ecology may require Owner to perform additional review work or modify the review work previously performed by Owner.

Section 3. Access.

a. The Grantors shall maintain clear access to all remedial action components necessary to construct, operate, inspect, monitor and maintain the remedial action.

b. The Grantors freely and voluntarily grant Ecology and its authorized representatives, upon at least two (2) business days' advance written notice, the right to enter the Property at reasonable times in order to evaluate the effectiveness of this Covenant and associated remedial actions, to enforce compliance with this Covenant and those actions, including the right to take samples, inspect any remedial actions conducted on the Property, and/or to inspect related records. Ecology and its authorized representatives shall take all reasonable steps to avoid interference with tenant activities and operations on the Property, and shall comply with any and all security and health &

safety requirements maintained by the Grantors and/or the tenants for the Property. Ecology shall provide notice of its intent to enter the Property as provided in Section 4(d) of this Covenant.

c. No right of access or use by a third party to any portion of the Property is conveyed by this instrument.

Section 4. Notice Requirements.

a. **Conveyance of Any Interest.** The Grantors, when conveying any title or ownership interest in the Property, including but not limited to easement, leases and security or other interests, must:

- i. Provide written notice to Ecology of the intended conveyance of title or ownership 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 [INSERT DATE OF COVENANT] AND RECORDED WITH THE KING COUNTY AUDITOR UNDER RECORDING NUMBER [INSERT 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 conveying title or ownership within thirty (30) days of the date of execution of such document.

b. **Reporting Violations.** Should the Grantors become aware of any violation of this Covenant, Grantors shall promptly report such violation 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 Grantors are authorized to respond to such an event in accordance with state and federal law. The Grantors 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.

Grantors Fremont Dock Co. Attn: Michael Osterfeld, EVP 3500 1st Ave., N.W. Seattle, WA 98107 office@fremontdockco.com	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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<p>w/copy to: Houlihan Law, P.C. Attn: John Houlihan 100 N. 35th St. Seattle, WA 98103 john@houlihan-law.com</p> <p>Tri Pointe Homes Washington, Inc., a Washington corporation (f/k/a The Quadrant Corporation) Attn: Ken Krivanic, President, and Jayme Money, VP Financing & Accounting 15900 SE Eastgate Way, Suite 302 Bellevue, WA 98008 (425) 898-5132 Jayme.Money@TriPointHomes.com Ken.Krivanic@TriPointHomes.com</p> <p>KR Lakeview LLC, a Washington limited liability company Kilroy Realty Corporation Attn: Phil Tate 601 108th Avenue NE, Suite 1560 Bellevue, WA 98004 PTate@kilroyrealty.com</p> <p>w/copy to: McCullough Hill Leary, PS Attn: Ken Lederman 701 5th Avenue, Suite 6600 Seattle, WA 98104 ken@mhseattle.com</p>	
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Section 5. Modification or Termination.

a. Grantors 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 Property:

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 Property requiring a Covenant have changed or no longer exist, then the Grantors may submit a request to Ecology that this Covenant be amended or terminated. Any amendment or termination of this Covenant must follow the procedures in 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, who no longer have a real property interest in the Property, agree to waive all rights to sign amendments to and termination of this Covenant.

Section 6. Enforcement and Construction.

a. This Covenant is being freely and voluntarily granted by the Grantors.

b. Within ten (10) days of execution of this Covenant, Grantors 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 Grantors shall be responsible for all costs associated with implementation of this Covenant. Furthermore, the Grantors, upon request by Ecology, shall be obligated to pay for Ecology's costs to process a request for any modification or termination of this Covenant and any approval required by this Covenant.

e. This Covenant shall be liberally construed to meet the intent of MTCA and UECA. Nothing in this Covenant is intended to prohibit any lawful or permitted use of the Property that is performed in accordance with all applicable environmental laws and requirements.


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 they hold the fee title to Parcel A which comprise the entirety of the Property and the improvements thereon, and have authority to execute this Covenant.

EXECUTED this 28 day of July, 2021.

FREMONT DOCK CO.,
a Washington company

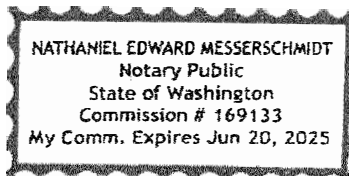
By: 
Name: Michael Osterfeld
Title: Executive Vice President


CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON

COUNTY OF KING

On this 28th day of July, 2021, I certify that Michael Osterfeld personally appeared before me, acknowledged that he/she is the Executive Vice 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.




Notary Public in and for the State of Washington
Residing at Seattle
My appointment expires June 20, 2025

The undersigned Grantor warrants that they are the Ground Lessee and Ground Sub-Lessor to Parcel A which comprises the entirety of the Property and the improvements thereon and have authority to execute this Covenant.

EXECUTED this 11 day of AUGUST, 2021.

TRI POINTE HOMES WASHINGTON, INC.,
a Washington corporation (f/k/a The Quadrant Corporation)

By: [Signature]
Name: Ken Krivanec
Title: President

CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON
COUNTY OF KING

On this 11 day of AUGUST, 2021, I certify that Ken KRIVANEC 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
Residing at RENTON
My appointment expires 10-1-22



The undersigned Grantor warrants that they are the Ground Sub-Lessee to Parcel B which comprises all property improvements thereon and have authority to execute this Covenant.

EXECUTED this 28 day of July, 2021.

KR LAKEVIEW, LLC,
a Delaware limited liability company

By: Kilroy Realty, L.P.,
a Delaware limited partnership,
its Sole Member

By: Kilroy Realty Corporation,
a Maryland Corporation,
its General Partner

By: [Signature]
Name: **Tyler H. Rose**
Title: **President**

By: [Signature]
Name: **Phillip M. Tate**
Title: **Senior Vice President
Development & Government Affairs**

CORPORATE ACKNOWLEDGMENT

STATE OF SEE ATTACHED
COUNTY OF _____

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

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

The Department of Ecology, hereby accepts the status as GRANTEE and HOLDER of the above Environmental Covenant pertaining to the Lake View at Fremont Site, Facility Site ID No. 5471899, Cleanup Site ID No. 11902, Voluntary Cleanup Project NW2977.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Signature  _____

by: Robert W. Warren

Title: Toxics Cleanup Program NWRO Section Manager

Dated: August 31, 2021

Exhibit A

LEGAL DESCRIPTION

PARCEL A:

THOSE PORTIONS OF BLOCK 84, DENNY AND HOYT'S SUPPLEMENTAL PLAT TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 3, IN KING COUNTY, WASHINGTON, AND OF THE BURLINGTON NORTHERN, INC., RIGHT OF-WAY FOR ITS FORMER SUMAS BRANCH IN SECTION 18, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, AND OF LOT 1, BLOCK 98, LAKE UNION SHORELANDS, AS SHOWN ON THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS AT OLYMPIA, WASHINGTON, SAID PORTIONS BEING DESCRIBED AS A WHOLE AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHERLY PROLONGATION OF THE EAST LINE OF THE WEST 7.00 FEET OF SAID BLOCK 84 AND THE NORTHERLY MARGIN OF SAID BURLINGTON NORTHERN RIGHT-OF-WAY;

THENCE SOUTH 77° 28' 32" EAST 194.84 FEET ALONG SAID NORTHERLY MARGIN TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 06° 16' 09" WEST 117.67 FEET;

THENCE SOUTH 77° 28' 32" EAST 69.78 FEET;

THENCE SOUTH 12° 31' 28" WEST 31.25 FEET;

THENCE SOUTH 77° 28' 32" EAST 70.75 FEET;

THENCE SOUTH 12° 31' 28" WEST 24.72 FEET;

THENCE SOUTH 77° 28' 32" EAST 50.92 FEET;

THENCE SOUTH 12° 31' 28" WEST 121.78 FEET;

THENCE SOUTH 77° 28' 32" EAST 50.86 FEET;

THENCE EAST 99.03 FEET TO THE WEST LINE OF THE EAST 50.71 FEET OF SAID LOT 1 AND THE WEST MARGIN OF AURORA AVENUE NORTH;

THENCE NORTH 00° 18' 53" EAST 197.69 FEET ALONG SAID WEST LINE AND MARGIN AND ITS NORTHERLY PROLONGATION TO THE SOUTHERLY MARGIN OF SAID BURLINGTON RIGHT-OF-WAY;

THENCE SOUTH 77° 29' 04" EAST 194.04 FEET ALONG SAID SOUTHERLY MARGIN TO THE NORTHERLY PROLONGATION OF THE EAST MARGIN OF SAID AURORA AVENUE NORTH;

THENCE NORTH 00° 18' 53" EAST 81.85 FEET ALONG SAID NORTHERLY PROLONGATION OF SAID EAST MARGIN TO SAID NORTHERLY MARGIN;

THENCE NORTH 77° 28' 32" WEST 486.72 FEET ALONG SAID NORTHERLY MARGIN TO THE TRUE POINT OF BEGINNING;

(ALSO KNOWN AS LOT C, CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT, MASTER USE PERMIT APPLICATION NO. 9700157, RECORDED UNDER RECORDING NUMBER 9706050452).

EXCEPTING THEREFROM THE IMPROVEMENTS LOCATED THEREON.

PARCEL B:

THE IMPROVEMENTS ONLY LOCATED ON THE FOLLOWING DESCRIBED LAND:

THOSE PORTIONS OF BLOCK 84, DENNY AND HOYT'S SUPPLEMENTAL PLAT TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 3, IN KING COUNTY, WASHINGTON, AND OF THE BURLINGTON NORTHERN, INC., RIGHT OF-WAY FOR ITS FORMER SUMAS BRANCH IN SECTION 18, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, AND OF LOT 1, BLOCK 98, LAKE UNION SHORELANDS, AS SHOWN ON THE OFFICIAL MAPS ON FILE IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS AT OLYMPIA, WASHINGTON, SAID PORTIONS BEING DESCRIBED AS A WHOLE AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHERLY PROLONGATION OF THE EAST LINE OF THE WEST 7.00 FEET OF SAID BLOCK 84 AND THE NORTHERLY MARGIN OF SAID BURLINGTON NORTHERN RIGHT-OF-WAY;

THENCE SOUTH 77° 28' 32" EAST 194.84 FEET ALONG SAID NORTHERLY MARGIN TO THE TRUE

POINT OF BEGINNING;
THENCE SOUTH 06° 16' 09" WEST 117.67 FEET;
THENCE SOUTH 77° 28' 32" EAST 69.78 FEET;
THENCE SOUTH 12° 31' 28" WEST 31.25 FEET;
THENCE SOUTH 77° 28' 32" EAST 70.75 FEET;
THENCE SOUTH 12° 31' 28" WEST 24.72 FEET;
THENCE SOUTH 77° 28' 32" EAST 50.92 FEET;
THENCE SOUTH 12° 31' 28" WEST 121.78 FEET;
THENCE SOUTH 77° 28' 32" EAST 50.86 FEET;
THENCE EAST 99.03 FEET TO THE WEST LINE OF THE EAST 50.71 FEET OF SAID LOT 1 AND THE WEST MARGIN OF AURORA AVENUE NORTH;
THENCE NORTH 00° 18' 53" EAST 197.69 FEET ALONG SAID WEST LINE AND MARGIN AND ITS NORTHERLY PROLONGATION TO THE SOUTHERLY MARGIN OF SAID BURLINGTON RIGHT-OF-WAY;
THENCE SOUTH 77° 29' 04" EAST 194.04 FEET ALONG SAID SOUTHERLY MARGIN TO THE NORTHERLY PROLONGATION OF THE EAST MARGIN OF SAID AURORA AVENUE NORTH;
THENCE NORTH 00° 18' 53" EAST 81.85 FEET ALONG SAID NORTHERLY PROLONGATION OF SAID EAST MARGIN TO SAID NORTHERLY MARGIN;
THENCE NORTH 77° 28' 32" WEST 486.72 FEET ALONG SAID NORTHERLY MARGIN TO THE TRUE POINT OF BEGINNING;
(ALSO KNOWN AS LOT C, CITY OF SEATTLE LOT BOUNDARY ADJUSTMENT, MASTER USE PERMIT APPLICATION NO. 9700157, RECORDED UNDER RECORDING NUMBER 9706050452).

APN: 197320-0389-08

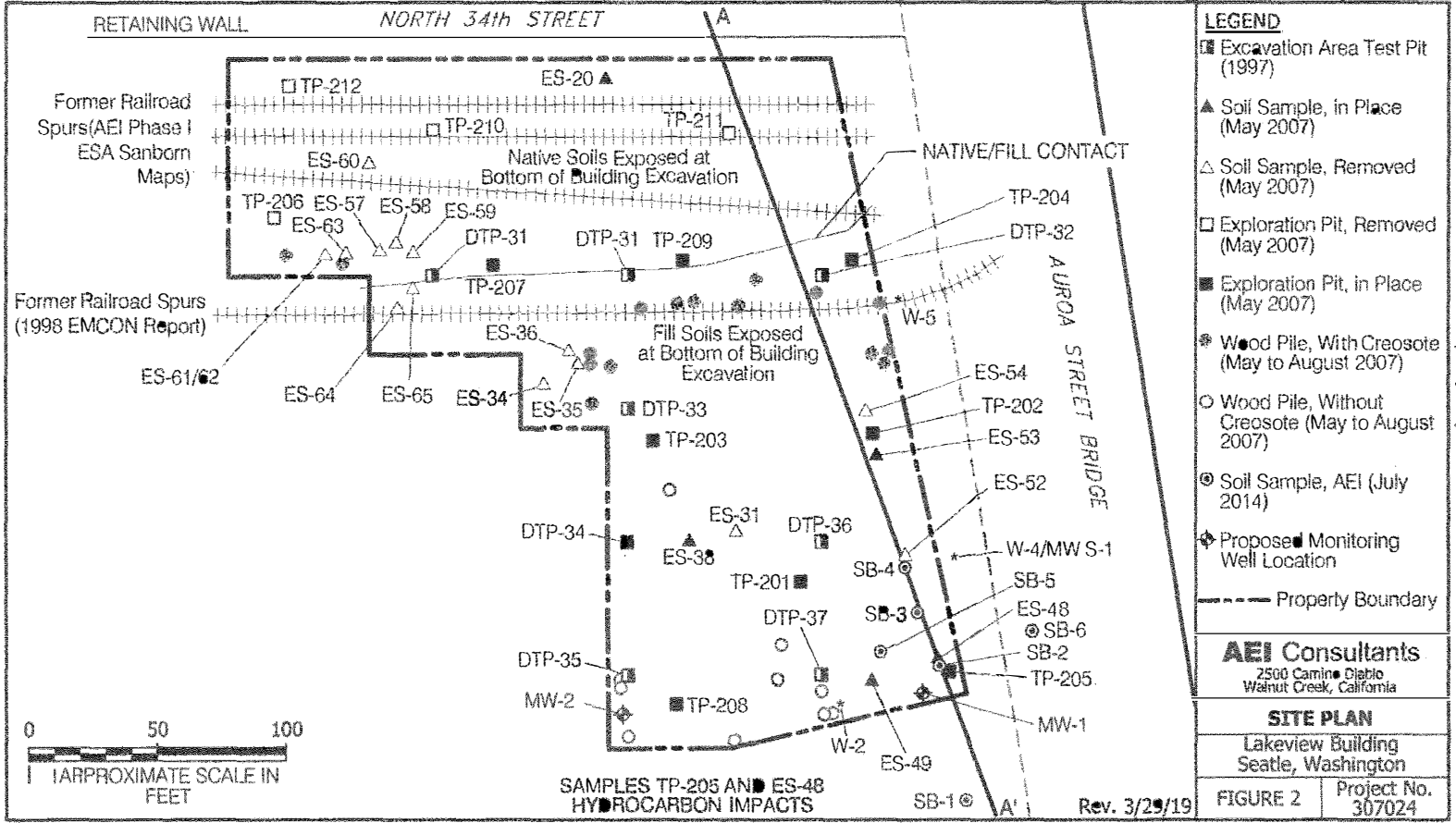


Exhibit C
SUBORDINATION AGREEMENT

KNOW ALL PERSONS, that State Farm Life Insurance Company, an Illinois corporation, the owner and holder of that certain Deed of Trust, Security Agreement, and Fixture Filing with Assignment of Leases and Rents bearing the date the 1st day of October, 2019, executed by Fremont Dock Co., a Washington corporation, and recorded in the office of the County Auditor of King County, State of Washington, on October 1, 2019, under Auditor's File Number 20191001001089, does hereby agree that said Instrument shall be subordinate to the interest of the State of Washington, Department of Ecology, under the environmental covenant to which this Subordination Agreement is attached.

Dated: July 27, 2021.

STATE FARM LIFE INSURANCE COMPANY,
an Illinois corporation

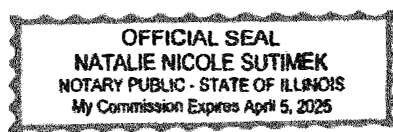
By: *Richard A. Rebholz*
Richard A. Rebholz
Its: Vice President – Investment Operations

By: *Christiane M. Stoffer*
Christiane M Stoffer
Its: Assistant Secretary

STATE OF ILLINOIS)
)SS.
COUNTY OF MCLEAN)

I, Natalie Nicole Sutimek, do hereby certify that on the 27th day of July, 2021, Richard A. Rebholz and Christiane M. Stoffer as Vice President – Investment Operations and Assistant Secretary, respectively of State Farm Life Insurance Company, an Illinois corporation, personally appeared before me and being first duly sworn by me severally acknowledged that they signed the foregoing document in the respective capacities therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.



Natalie Nicole Sutimek
NOTARY PUBLIC
My Commission Expires: 04/05/2025

Exhibit D

CONFIRMATIONAL GROUNDWATER MONITORING PLAN

Compliance groundwater monitoring will be conducted as part of the selected remedial action. The results of the groundwater monitoring events will be used to assess groundwater quality at the Site to ensure that the MTCA Method A cleanup levels for the chemicals of concern are attained at the conditional points of compliance.

The Confirmational Groundwater Monitoring Plan includes the following elements:

- Monitoring Well Locations:
 - MW-1 and MW-2.
- Monitoring Data to be Collected:
 - Water levels: MW-1 and MW-2
 - Water samples: see Monitoring Frequency
- Monitoring Frequency: Every 5 years, prior to the 5-year review.
- Chemical Analytical Parameters:
 - TPH-D, TPH-O, Pentachlorophenol
- 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* dated January 19, 2010, prepared by EPA (2010). Groundwater samples will be collected directly from the pump outlet following stabilization of the geochemical parameters in accordance with the EPA (2010) guidance for low-flow purging and sampling.

- Sample Handling

Samples will be collected into laboratory supplied containers appropriate for the required chemical analyses. Each sample container will be labeled at the time of collection with, at a minimum, date and time of sample collection, unique sample identifier, and project name and samples will be immediately entered chain of custody. Each sample will be stored in a chilled cooler with water ice from the time of collection through delivery at the laboratory. Samples will be analyzed at a Washington licensed analytical facility by EPA approved methods for the required chemical analytical parameters.

- Reporting
 - Laboratory analytical results will be uploaded to Ecology's Environmental Information Management database.
 - Submit memo providing water level measurements, sample analysis results, and a map showing concentrations of chemical analytical parameters.

Exhibit E

CONTINGENCY PLAN

A condition of the Covenant includes preventing access to potentially impacted soil or groundwater beneath the site by maintaining the cap which consists of asphalt and or concrete building slab across the property. In the event that the cap becomes compromised either intentionally for access or unintentionally, such that soils and/or groundwater may be accessible for direct contact, the following contingency measures will be implemented:

- The area will be cordoned off to limit contact with potentially impacted media.
- A qualified environmental consultant and/or contractor will be retained to evaluate and repair the situation.
- A health and safety plan (HSP) will be prepared and adhered to in order to adequately protect workers.
- Soil or groundwater that are removed as part of the repair or work will be sampled and analyzed for proper handling and disposal.
- Ecology will be notified within 48 hours of discovery of such damage or compromised condition.

Two (2) monitoring wells (MW-1 and MW-2) are required to be maintained at the site. If damage is discovered to the wells that may jeopardize the integrity or performance of the wells, such damage will be repaired promptly and such damage will be reported to Ecology within 48 hours of discovery of such damage. If the well is not repairable, it will be replaced within (30) days of the discovery of the damage. A report documenting repairs or contingency response will be prepared and submitted to Ecology within thirty (30) days of completing such repairs or response.