

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

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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 160<sup>th</sup> 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 34<sup>th</sup> Street, Seattle, WA 98103

Deed of Trust, 837 North 34<sup>th</sup> 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 34<sup>th</sup> 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:

<b>Medium</b>	<b>Principal Contaminants Present</b>
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 34<sup>th</sup> Street, Seattle, Washington 98103.* August 20.
2. AEI Consultants, 2019. *Well Installation and Sampling Report, 837 North 34<sup>th</sup> 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 34<sup>th</sup> 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 34<sup>th</sup> 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 34<sup>th</sup> 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 <a href="mailto:office@fremontdockco.com">office@fremontdockco.com</a>	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 Olympia, WA 98504 – 7600 (360) 407-6000 <a href="mailto:ToxicsCleanupProgramHQ@ecy.wa.gov">ToxicsCleanupProgramHQ@ecy.wa.gov</a>
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<p>w/copy to: Houlihan Law, P.C. Attn: John Houlihan 100 N. 35<sup>th</sup> St. Seattle, WA 98103 <a href="mailto:john@houlihan-law.com">john@houlihan-law.com</a></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 &amp; Accounting 15900 SE Eastgate Way, Suite 302 Bellevue, WA 98008 (425) 898-5132 <a href="mailto:Jayme.Money@TriPointHomes.com">Jayme.Money@TriPointHomes.com</a> <a href="mailto:Ken.Krivanic@TriPointHomes.com">Ken.Krivanic@TriPointHomes.com</a></p> <p>KR Lakeview LLC, a Washington limited liability company Kilroy Realty Corporation Attn: Phil Tate 601 108<sup>th</sup> Avenue NE, Suite 1560 Bellevue, WA 98004 <a href="mailto:PTate@kilroyrealty.com">PTate@kilroyrealty.com</a></p> <p>w/copy to: McCullough Hill Leary, PS Attn: Ken Lederman 701 5<sup>th</sup> Avenue, Suite 6600 Seattle, WA 98104 <a href="mailto:ken@mhseattle.com">ken@mhseattle.com</a></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

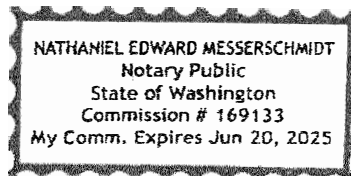
By:   
Name: Michael Osterfeld  
Title: Executive Vice President


**CORPORATE ACKNOWLEDGMENT**

STATE OF WASHINGTON

COUNTY OF KING

On this 28<sup>th</sup> 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 \_\_\_\_\_

**ACKNOWLEDGMENT**

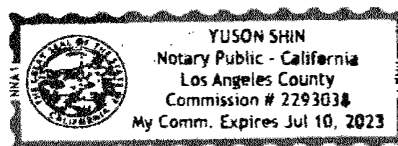
*A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document*

STATE OF CALIFORNIA    )  
  )  
COUNTY OF LOS ANGELES)

On July 28, 2021, before me, YuSon Shin, a Notary Public, personally appeared Tyler H. Rose and Phillip Tate, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/they executed the same in ~~his~~/~~her~~/their authorized capacity(ies), and that by ~~his~~/~~her~~/their signature(s) on the instrument, the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature \_\_\_\_\_

A handwritten signature in cursive script, appearing to read 'Tyler H. Rose and Phillip Tate', written over a horizontal line.

(Seal)

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:**

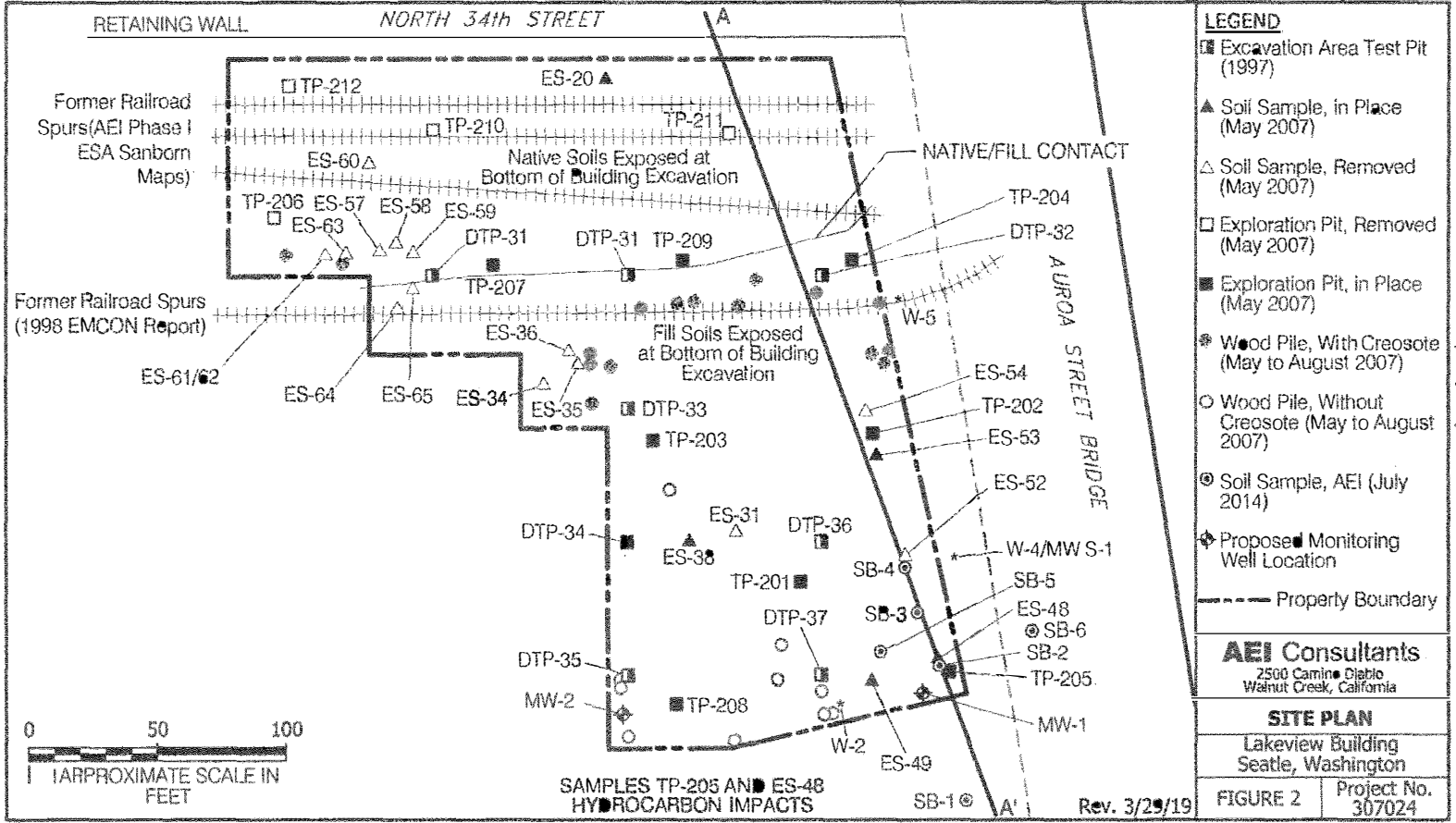
THE IMPROVEMENTS ONLY LOCATED ON THE FOLLOWING DESCRIBED LAND:

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 1<sup>st</sup> 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

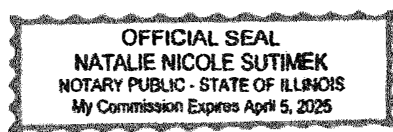
By: *Richard A. Rebholz*  
Richard A. Rebholz  
Its: Vice President – Investment Operations

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 27<sup>th</sup> 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.