

FORMER SEATTLE CITY LIGHT SUNNYDALE SUBSTATION PARCEL PORTION OF THE LORA LAKE APARTMENTS PARCEL

After Recording Return
Original Signed Covenant to:
Sunny Becker
Ecology Site Manager
Toxics Cleanup Program
Department of Ecology
3190 - 160th Ave. SE,
Bellevue, WA 98008-5452

Environmental Covenant

Grantor: Port of Seattle

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

Brief Legal Description: The portion of the northeast quarter of Section 20, Township 23 North, Range 04 East, W.M., King County, Washington, more fully described in Exhibit A.

Tax Parcel Nos.: Tax Parcel Number 202304-9013

Cross Reference: N/A

RECITALS

- a. This document is an environmental (restrictive) covenant (hereafter "Covenant") executed pursuant to the Model Toxics Control Act ("MTCA"), chapter 70.105D RCW, and Uniform Environmental Covenants Act ("UECA"), chapter 64.70 RCW.
- b. The Property (as defined below) that is the subject of this Covenant is part of a site commonly known as Lora Lake Apartments Site, on the former Seattle City Light Sunnydale Substation Parcel. The Property is legally described in Exhibit A, and illustrated in Exhibit B, both of which are attached (hereafter "Property"). If there are differences between these two Exhibits, the legal description in Exhibit A shall prevail.
- c. The Property is the subject of remedial action conducted under MTCA. This Covenant is required because residual contamination remains on the Property after completion of remedial actions. Specifically, the following principal contaminants remain on the Property:

Medium	Principal Contaminants Present
Soil	Dioxins/furans
Groundwater	Not Applicable
Surface Water/Sediment	Not Applicable

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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 includes the following documents: Consent Decree Re: Lora Lake Apartments Site, Burien, Washington dated September 9, 2015; Remedial Investigation/Feasibility Study, dated January 2015; and the Lora Lake Apartments Site Construction As-Built Report, dated January 2021.

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

Subject to all the terms and conditions of this Covenant, the Port of Seattle, as Grantor and owner of the Property hereby grants to the Washington State Department of Ecology, and its successors and assignees, the following covenants. Furthermore, subject to any restrictions, easements and reservations of record and the provisions of Section 4 below, it is the intent of the Grantor that such covenants shall supersede any prior interests the GRANTOR has in the property and run with the land and be binding on all current and future owners of any portion of, or interest in, the Property.

Section 1. General Restrictions and Requirements.

The following general restrictions and requirements shall apply to the Property:

a. **Interference with Remedial Action.** The Grantor shall not engage in any activity on the Property that may impact or interfere with the remedial action and any operation, maintenance, inspection or monitoring of that remedial action without prior written approval from Ecology.

b. **Protection of Human Health and the Environment.** The Grantor shall not engage in any activity on the Property that may threaten continued protection of human health or the environment without prior written approval from Ecology. This includes, but is not limited to, any activity that results in the release of residual contamination that was contained as a part of the remedial action or that exacerbates or creates a new exposure to residual contamination remaining on the Property.

c. **Continued Compliance Required.** Grantor shall not convey any interest in any portion of the Property without providing for the continued adequate and complete operation, maintenance and monitoring of remedial actions and continued compliance with this Covenant.

d. **Leases.** Grantor shall restrict any lease for any portion of the Property to uses and activities consistent with this Covenant and notify all lessees of the restrictions on the use of the Property.

e. **Preservation of Reference Monuments.** Grantor shall make a good faith effort to preserve any reference monuments and boundary markers used to define the areal extent of

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coverage of this Covenant. Should a monument or marker be damaged or destroyed, Grantor shall have it replaced by a licensed professional surveyor within 30 days of discovery of the damage or destruction.

Section 2. Specific Prohibitions and Requirements.

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

a. Land use. The remedial action for the Property is based on a cleanup designed for commercial property. As such, the Property shall be used in perpetuity only for commercial land uses, as that term is defined in the rules promulgated under Chapter 70.105D RCW. Prohibited uses on the Property include but are not limited to residential uses, childcare facilities, K-12 public or private schools, parks, grazing of animals, and growing of food crops; provided, nothing herein prohibits or restricts, or shall be deemed to prohibit or restrict, Grantor's "aeronautical use" of the Property as that phrase is defined by the Federal Aviation Administration at any time this Covenant is in effect; and provided further, nothing herein prohibits or restricts or shall be deemed to prohibit or restrict non-aeronautical commercial and industrial use of the Property, including, but not limited to, parking, rental car, ground transportation, fueling, cargo, warehouse, distribution, logistics, maintenance and repair facilities, or any other commercial or industrial use in accordance with the Property's zoning. To the extent the Property is encumbered with utilities easements, nothing herein shall prevent Grantor's or the easement holder's continued use, maintenance and repair on such utilities.

b. Containment of Soil/Waste Materials. The remedial action for the Property is based on containing contaminated soil containing dioxins at concentrations greater than the dioxin/furan TEQ cleanup level of 13 pg/g, but less than the remediation level of 100 pg/g under a barrier to direct human contact and wildlife consisting of building foundations, pavement, asphalt, or landscaped areas consisting of a minimum 6-inches of clean imported topsoil and barrier layer and located as illustrated in Exhibit B. The primary purpose of this cap is to provide a barrier to human and ecological direct contact to contamination remaining on-site. As such, the following restrictions (1) and (2) shall apply within the area illustrated in Exhibit B:

(1) Modifications to Cap. Any activity on the Property that will compromise the integrity of the cap including: drilling; digging; piercing the cap with sampling device, post, stake or similar device; grading; excavation; installation of underground utilities; removal of the cap; or, application of loads in excess of the cap load bearing capacity, is prohibited without prior written approval by Ecology. The Grantor shall report to Ecology within forty-eight (48) hours of the discovery of any damage to the cap. Unless an alternative plan has been approved by Ecology in writing, the Grantor shall promptly repair the damage and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.

(2) Cap Inspections. The Grantor covenants and agrees that it shall annually, or at another time as approved in writing by Ecology, inspect the cap and report within thirty (30) days of the inspection the condition of the cap and any changes to the cap that would impair its performance.

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c. **Monitoring.** One groundwater monitoring well is located on the Property to monitor the performance of the remedial action. The Grantor shall maintain clear access to this device and protect it from damage. The Grantor shall report to Ecology within forty-eight (48) hours of the discovery of any damage to any monitoring device. Unless Ecology approves of an alternative plan in writing, the Grantor shall promptly repair the damage and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.

Section 3. Access.

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

b. The Grantor freely and voluntarily grants Ecology and its authorized representatives, upon reasonable notice, the right to enter the Property at reasonable times to evaluate the effectiveness of this Covenant and associated remedial actions, and enforce compliance with this Covenant and those actions, including the right to take samples, inspect any remedial actions conducted on the Property, and to inspect related records; provided, Ecology shall provide Grantor reasonable advance notice of such entry and access shall be subject to Grantor's regular airport, Federal Aviation Administration and Department of Homeland Security badging, escort and other security requirements and procedures, as applicable.

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

Section 4. Subordination to Agreements with the United States.

This Covenant and all restrictions, requirements and covenants of Grantor hereunder are subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the Port and the United States (including, without limitation, grant assurances), and any applicable federal laws or regulations relative to the operation, security or maintenance of Airport, the execution and/or imposition of which has been or may be required as a condition precedent to the transfer of federal rights or property to the Port for Airport purposes and the expenditure of federal funds for the extension, expansion or development of the Airport or airport system.

Section 5. Notice Requirements.

a. **Conveyance of Any Interest.** The Grantor, when conveying any interest within the area of the Property described and illustrated in Exhibit A and Exhibit B, including but not limited to title, easement, leases, and security or other interests, must:

- i. Provide written notice to Ecology of the intended conveyance at least thirty (30) days in advance of the conveyance.
- ii. Include in the conveying document a notice in substantially the following form, as well as a complete copy of this Covenant:

NOTICE: THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON _____ (DATE) AND RECORDED WITH THE KING COUNTY AUDITOR UNDER RECORDING NUMBER _____. USES AND ACTIVITIES

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ON THIS PROPERTY MUST COMPLY WITH THAT COVENANT, SUBJECT TO AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS THEREOF, A COMPLETE COPY OF WHICH IS ATTACHED TO THIS DOCUMENT.

- iii. Unless otherwise agreed to in writing by Ecology, provide Ecology with a complete copy of the executed document within thirty (30) days of the date of execution of such document.
- b. **Reporting Violations.** Should the Grantor become aware of any violation of this Covenant, Grantor shall promptly report such violation in writing to Ecology.
- c. **Emergencies.** For any emergency or significant change in site conditions due to Acts of Nature (for example, flood or fire) resulting in a violation of this Covenant, the Grantor is authorized to respond to such an event in accordance with state and federal law. The Grantor must notify Ecology in writing of the event and response actions planned or taken as soon as practical but no later than within 24 hours of the discovery of the event.
- d. **Notification procedure.** Any required written notice, approval, reporting or other communication shall be personally delivered or sent by first class mail to the following persons. Any change in this contact information shall be submitted in writing to all parties to this Covenant. Upon mutual agreement of the parties to this Covenant, an alternative to personal delivery or first class mail, such as e-mail or other electronic means, may be used for these communications.

Aviation Environmental Port of Seattle Seattle-Tacoma International Airport P.O. Box 68727 Seattle, WA 98168	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 Olympia, WA 98504 – 7600 (360) 407-6000 ToxicsCleanupProgramHQ@ecy.wa.gov
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Section 6. Modification or Termination.

- a. Grantor must provide written notice and obtain approval from Ecology at least sixty (60) days in advance of any proposed activity or use of the Property in a manner that is inconsistent with this Covenant. For any proposal that is inconsistent with this Covenant and permanently modifies an activity or use restriction at the site:
 - i. Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal; and
 - ii. If Ecology approves of the proposal, the Covenant must be amended to reflect the change before the activity or use can proceed.
- b. If the conditions at the site requiring a Covenant have changed or no longer exist, then the Grantor may submit a request to Ecology that this Covenant be amended or terminated. Any amendment or termination of this Covenant must follow the procedures in MTCA and UECA and any rules promulgated under these chapters.

Section 7. Enforcement and Construction.

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

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- b.** Within ten (10) days of execution of this Covenant, Grantor shall provide Ecology with an original signed Covenant and proof of recording and a copy of the Covenant and proof of recording to others required by RCW 64.70.070.
- c.** Ecology shall be entitled to enforce the terms of this Covenant by resort to specific performance or legal process. All remedies available in this Covenant shall be in addition to any and all remedies at law or in equity, including MTCA and UECA. Enforcement of the terms of this Covenant shall be at the discretion of Ecology, and any forbearance, delay or omission to exercise its rights under this Covenant in the event of a breach of any term of this Covenant is not a waiver by Ecology of that term or of any subsequent breach of that term, or any other term in this Covenant, or of any rights of Ecology under this Covenant.
- d.** The Grantor shall be responsible for all costs associated with implementation of this Covenant. Furthermore, the Grantor, upon request by Ecology, shall be obligated to pay for Ecology's costs to process a request for any modification or termination of this Covenant and any approval required by this Covenant.
- e.** This Covenant shall be liberally construed to meet the intent of MTCA and UECA.
- f.** The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though such void provision had not been contained herein.
- g.** A heading used at the beginning of any section or paragraph or exhibit of this Covenant may be used to aid in the interpretation of that section or paragraph or exhibit but does not override the specific requirements in that section or paragraph.
- h.** Nothing in this Covenant, express or implied, is intended to confer upon any person, other than Grantor and its successors and assigns any rights or remedies under or by reason of this Covenant; provided that this Covenant may be enforced by Ecology as described herein.

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

EXECUTED this 25th day of January, 2022.

PORT OF SEATTLE

by: Lance Lyttle
Title: Managing Director, Aviation Division

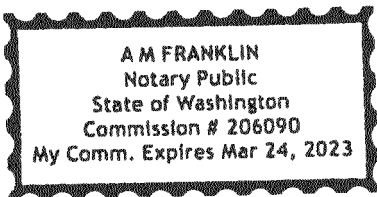


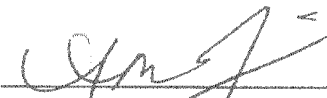
REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF Washington

COUNTY OF King

On this 25th day of January, 2022, I certify that Lance Lyttle personally appeared before me, acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute this instrument, and acknowledged it as the Managing Director, Aviation [TYPE OF AUTHORITY] of Port of Seattle [NAME OF PARTY BEING REPRESENTED] to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

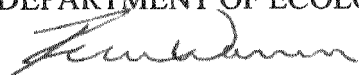



Notary Public in and for the State of Washington
Residing at Pierce County
My appointment expires March 24, 2023

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

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY



by: Robert Warren
Title: Ecology Section Manager

Dated: January 26, 2022

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Exhibit A

LEGAL DESCRIPTION

**ENVIRONMENTAL COVENANT DESCRIPTIONS
FOR LORA LAKE APARTMENTS SITE**

THOSE PORTIONS OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 04 EAST, W.M., KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LORA LAKE APARTMENTS PARCEL:

COMMENCING AT THE NORTHEAST SECTION CORNER OF SAID SECTION 20; THENCE NORTH 89°28'34" WEST, ALONG THE NORTH LINE OF SAID SECTION, 2610.08 FEET TO THE NORTH SECTION CORNER OF SAID SECTION; THENCE SOUTH 00°22'52" EAST, ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION, 1682.59 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE NORTH 89°37'08" EAST PERPENDICULAR TO SAID CENTERLINE, 30.00 FEET TO THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY MARGIN OF 8TH AVENUE SOUTH AND SOUTHERLY RIGHT-OF-WAY MARGIN OF SR-518 AND A POINT HEREINAFTER REFERRED TO AS POINT "A1" AND ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY AND NORTHWESTERLY RIGHT-OF-WAY MARGINS AS DESCRIBED IN DOCUMENT NAMED "QUIT CLAIM DEED IN LIEU OF CONDEMNATION" RECORDED UNDER RECORDING NUMBER 20170517001178, RECORDS OF SAID COUNTY, THE FOLLOWING COURSES AND DISTANCES:

NORTH 86°12'53" EAST, 241.57 FEET;
NORTH 76°45'09" EAST, 31.19 FEET;
NORTH 88°28'36" EAST, 125.00 FEET;
SOUTH 73°05'18" EAST, 63.25 FEET;
NORTH 88°28'36" EAST, 155.00 FEET;
SOUTH 80°12'48" EAST, 30.59 FEET;
NORTH 88°28'36" EAST, 128.00 FEET;
SOUTH 87°56'23" EAST, 55.87 FEET;
SOUTH 45°37'19" EAST, 52.60 FEET;
SOUTH 28°36'38" WEST, 80.62 FEET;
SOUTH 35°44'08" WEST, 239.00 FEET;
SOUTH 28°08'38" WEST, 151.39 FEET TO THE TERMINUS OF SAID MARGINS AND BEING THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY MARGIN OF DES MOINES MEMORIAL DRIVE BEING 30.00 FEET NORTHWESTERLY WHEN MEASURED AT RIGHT ANGLES TO THE CENTERLINE THEREOF;
THENCE SOUTH 35°44'08" WEST ALONG SAID NORTHWESTERLY MARGIN, 148.13 FEET TO THE NORTH LINE OF THE SOUTH 440.00 OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

**ENVIRONMENTAL COVENANT DESCRIPTIONS
FOR LORA LAKE APARTMENTS SITE**

THENCE SOUTH 89°31'40" WEST, ALONG SAID NORTH LINE. 223.59 FEET TO THE EAST LINE OF WEST 330.00 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE NORTH 00°22'52" WEST ALONG SAID EAST LINE, 81.50 FEET TO THE NORTH LINE OF THE SOUTH 521.50 FEET OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE SOUTH 89°31'40" WEST, 6.01 FEET TO THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE NORTH 00°19'18" WEST ALONG SAID EAST LINE, 125.56 FEET TO A POINT HERENAFTER REFERRED AS POINT "A2";

THENCE CONTINUING NORTH 00°19'18" WEST ALONG SAID EAST LINE, 20.00 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE SOUTH 89°46'42" WEST, 294.14 FEET TO THE EAST RIGHT-OF-WAY MARGIN OF 8TH AVENUE SOUTH;

THENCE NORTH 00°22'52" EAST, 322.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 328,497 SQUARE FEET, MORE OR LESS.

TOGETHER WITH

**Description of the Sunnydale Substation Parcel Portion of the Site, subject to this Covenant:
BEGINNING AT THE AFORESAID POINT "A2";**

THENCE NORTH 00°19'18" WEST, 20.00 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER;

THENCE SOUTH 89°46'42" WEST ALONG SAID NORTH LINE, 47.84 FEET;

THENCE SOUTH 23°54'34" EAST, 37.75 FEET

THENCE NORTH 65°46'19" EAST, 35.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,154 SQUIRE FEET, MORE OF LESS.

ALL CONTAINING 329,651 SQUARE FEET, 7.57 ACRES MORE OR LESS.

**ENVIRONMENTAL COVENANT DESCRIPTIONS
FOR LORA LAKE APARTMENTS SITE**

1982 DREDGED MATERIAL CONTAINMENT AREA:

COMMENCING AT AFOREMENTIONED POINT "A";
THENCE SOUTH 87°10'26" EAST, 1308.79 FEET TO A POINT REFERRED TO AS
POINT "B1" AND BEING THE POINT OF BEGINNING;
THENCE THE FOLLOWING COURSES AND DISTANCES:
NORTH 46°25'18" EAST, 45.66 FEET;
NORTH 67°55'07" EAST, 192.11 FEET;
NORTH 76°23'16" EAST, 84.12 FEET;
NORTH 88°33'33" EAST, 22.57 FEET;
SOUTH 61°22'19" EAST, 17.70 FEET;
SOUTH 18°08'27" EAST, 8.42 FEET;
SOUTH 05°59'20" EAST, 71.17 FEET;
SOUTH 01°34'18" WEST, 46.01 FEET;
SOUTH 00°35'08" EAST, 54.02 FEET;
SOUTH 01°17'07" WEST, 220.33 FEET TO THE BEGINNING OF A NON-TANGENT
CURVE CONCAVE TO THE NORTHWEST FROM WHICH ITS CENTER BEARS
NORTH 80° 30' 57" WEST, 57.49 FEET DISTANT;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A
CENTRAL ANGLE OF 81°41' 19", A DISTANCE OF 81.96 FEET TO A POINT OF
NON-TANGENCY;
NORTH 88°25'07" WEST, 255.69 FEET;
NORTH 66°06'04" WEST, 29.34 FEET;
NORTH 05°31'35" WEST, 35.09 FEET;
NORTH 01°43'14" EAST, 277.74 FEET TO THE POINT OF BEGINNING;

CONTAINING 138,868 SQUARE FEET, 3.19 ACRES MORE OR LESS.

LORA LAKE:

COMMENCING AT AFOREMENTIONED POINT "A";
THENCE SOUTH 57°15'54" EAST, 1005.16 FEET TO A POINT REFERRED TO AS
POINT "C1" AND BEING THE POINT OF BEGINNING;
THENCE THE FOLLOWING COURSES AND DISTANCES:
NORTH 02°01'36" EAST, 58.55 FEET TO THE BEGINNING OF A NON-TANGENT
CURVE CONCAVE TO THE SOUTHEAST FROM WHICH ITS CENTER BEARS
SOUTH 78° 43' 26" EAST, 85.08 FEET DISTANT;

**ENVIRONMENTAL COVENANT DESCRIPTIONS
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THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58°29' 08", A DISTANCE OF 86.85 FEET TO A POINT OF NON-TANGENCY;
SOUTH 86°52'39" EAST, 9.61 FEET;
SOUTH 70°11'25" EAST, 25.48 FEET;
SOUTH 50°42'48" EAST, 100.71 FEET;
SOUTH 63°42'13" EAST, 58.31 FEET;
SOUTH 73°28'37" EAST, 137.99 FEET;
SOUTH 62°14'52" EAST, 64.61 FEET;
SOUTH 26°01'03" EAST, 67.62 FEET;
SOUTH 01°26'19" WEST, 55.10 FEET;
SOUTH 12°00'27" WEST, 93.18 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST FROM WHICH ITS CENTER BEARS NORTH 69° 57' 57" WEST, 71.40 FEET DISTANT;
THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 65°56' 24", A DISTANCE OF 82.17 FEET TO A POINT OF NON-TANGENCY;
NORTH 82°28'02" WEST, 115.17 FEET;
NORTH 87°55'38" WEST, 15.75 FEET;
NORTH 79°12'02" WEST, 102.92 FEET;
NORTH 70°11'37" WEST, 156.94 FEET;
SOUTH 89°44'07" WEST, 41.06 FEET;
NORTH 76°25'22" WEST, 19.14 FEET;
NORTH 58°49'22" WEST, 27.22 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST FROM WHICH ITS CENTER BEARS NORTH 41° 28' 23" EAST, 20.71 FEET DISTANT;
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 75°28' 07", A DISTANCE OF 27.27 FEET TO A POINT OF NON-TANGENCY;
NORTH 23°34'18" EAST, 25.89 FEET;
NORTH 34°31'20" EAST, 22.43 FEET;
NORTH 45°54'55" EAST, 43.17 FEET;
NORTH 33°35'40" EAST, 85.51 FEET;
NORTH 19°13'37" EAST, 26.73 FEET TO THE POINT OF BEGINNING;

CONTAINING 145,360 SQUARE FEET, 3.34 ACRES MORE OR LESS.

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Exhibit B

PROPERTY MAP AND LOCATION OF RESTRICTIONS

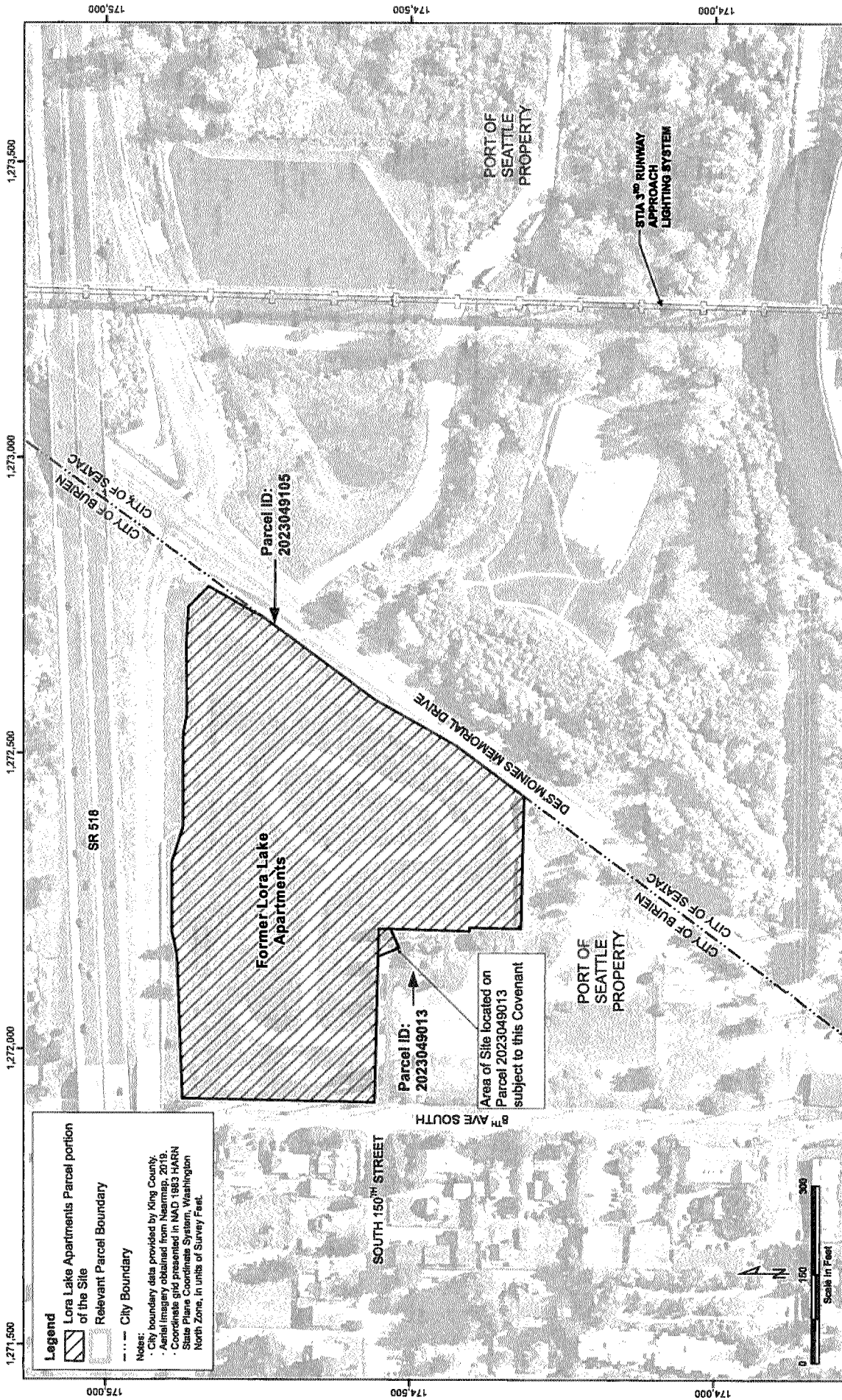


Exhibit B
Property Map

Environmental Covenant
Lora Lake Apartments Parcels
Burien, Washington

DEPARTMENT OF
ECOLOGY
State of Washington