Instrument Number: 20210813001791 Document:COV Rec: $248.50 Page-1 of 46
Record Date:8/13/2021 3:51 PM
Electronically Recorded King County, WA

Return Address:

Sunny Becker
Toxics Cleanup Program
Department of Ecology
Northwest Regional Office
P.O. Box 330316
Shoreline, WA 98133-9716

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

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

1. Environmental Covenant 2. _____

3. _____ 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

1ST AM
CM-5905

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

1. Port of Seattle, _____

2. _____, _____

Additional names on page _____ of document.

THIS DOCUMENT IS RECORDED AS A COURTESY ONLY
FIRST AMERICAN TITLE INSURANCE CO ASSUMES NO LIABILITY FOR SUFFICIENCY, VALIDITY OR ACCURACY

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

1. State of Washington, Department of Ecology, _____

2. _____, _____

Additional names on page _____ of document.

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

Area "J" – That portion of the Southeast Quarter of Section 12, Township 24 North, Range 3 East,
Willamette Meridian, City of Seattle, King County, Washington (See attached Exhibit B for full legal description)

Additional legal is on page 30 of document.

Assessor's Property Tax Parcel/Account Number ☐ Assessor Tax # not yet assigned

Tax Parcel No.: 7666705565

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

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

_____ Signature of Requesting Party

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

After Recording Return
Original Signed Covenant to:
Sunny Becker
Toxics Cleanup Program
Department of Ecology
Northwest Regional Office
P.O. Box 330316
Shoreline, WA 98133-9716

ENVIRONMENTAL COVENANT

Grantor: Port of Seattle
Grantee: State of Washington, Department of Ecology (hereafter Ecology)
Brief Legal Description: Area "J"; see Exhibit B.
Tax Parcel No.: 7666705565
Cross Reference: Unilateral Administrative Order for Remedial Design and Remedial Action; CERCLA Docket No 10-2015-0079

RECITALS

a. This document grants a valid and enforceable environmental (restrictive) covenant (hereafter Covenant) executed pursuant to Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601 et seq., the Model Toxics Control Act (MTCA), chapter 70A.305 RCW, and Uniform Environmental Covenants Act (UECA), chapter 64.70 RCW.

b. The covenants granted herein are required conditions of a Unilateral Administrative Order (UAO) issued to Lockheed Martin Corporation (Lockheed Martin) by the United States Environmental Protection Agency (EPA) March 5, 2015. EPA has determined that these conditions are necessary to protect public health and the environment. EPA made this determination on August 28, 2013, by issuing a Record of Decision (ROD) for the Lockheed West Seattle Superfund Site.

c. The Property that is the subject of this Covenant is part of a site commonly known as the Lockheed West Seattle Superfund Site (also known as the Comprehensive Remediation Area – Seattle Yard 2), which site is legally described and illustrated in the attached Exhibit A and also referred to herein as the Project Boundary or the Site. The Property is legally described and illustrated in the attached Exhibit B (herein Property). If there are differences between the respective legal descriptions and their accompanying illustrations, the legal descriptions shall prevail.

d. There was a remedial action conducted at this Site under Section 104 of the Comprehensive, Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9604. The remedial action was an "environmental response project" within the meaning of UECA. 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
Sediment	Total PCBs; Arsenic; Copper; Lead; Mercury

The two tables attached as Exhibits C and D include a list of contaminants of concern (COCs) and the respective chemical concentrations that had to be met. Exhibit C lists Remedial Action Levels (RALs), which are the concentrations of COCs that were to be met at the post-dredging sediment surface. Exhibit D lists Cleanup Levels that had to be (and were) met at the sediment surface following placement of cover material. The actual surface concentrations across the Site are between these levels as mixing of the cover material and the underlying sediment continues, and with ongoing movement of surface sediment in Elliott Bay. In some areas near the shoreline where the slopes were too steep for complete dredging or where structural stability was a concern, the sediment concentrations at the dredge surface may exceed RALs for some COCs. These areas are covered with several feet of riprap.

EPA and the U.S. Coast Guard established a Regulated Navigation Area (RNA), which created a no-anchor zone over capped areas of the Puget Sound Resources (PSR) site, which is adjacent to the Lockheed West Seattle Superfund Site. The RNA, which was published in the Federal Register on April 10, 2012, prohibits any activities that would disturb the seabed or otherwise disrupt the integrity of the sediment cap that covers the northwest corner of the Marine Sediment Unit of the PSR Superfund Site and extends into the northwest corner of the Lockheed West Seattle Site. Prohibited activities include anchoring, dragging, trawling, and spudding. Transit and navigation are not restricted.

e. It is the purpose of this Covenant to restrict certain activities and uses of the Property to protect public health and the environment and the integrity of remedial actions conducted at the site. A copy of the administrative record supporting the remedial action is on file with EPA Region 10 or its successor agency and is available for public review. To make arrangements for such review, a person may contact the EPA Superfund Records Center by calling telephone number (206) 553-4494. The EPA Region 10 office is located at 1200 Sixth Avenue, Seattle, Washington. The records include Remedial Design/Remedial Action (RD/RA) Work Plans and Design Documents and the Remedial Action Construction and Completion Report (RACCR).

f. This Covenant grants Ecology, as Holder of this Covenant, 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 under MTCA or the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.* The rights of Ecology and EPA as an "agency" under UECA, other than Ecology's right as a holder, are not an interest in real property.

g. Because the covenants granted herein are required by the UAO issued to Lockheed Martin Corporation but the Port is the owner of the Property, the Port and Lockheed Martin have separately agreed to allocate responsibility for administration of the covenants' requirements; a copy of that agreement is attached for reference as Exhibit E.

COVENANT

Port of Seattle, as Grantor and fee simple owner of the Property, hereby grants to the Washington State Department of Ecology the following covenants. Furthermore, it is the intent of the Grantor that such covenants shall supersede any prior interests the Grantor has in the property and run with the land and be binding on all current and future owners of any portion of, or interest in, the Property. Ecology and EPA have the full rights to enforce the restrictions, conditions, or other rights set forth in this Covenant, as provided by law, including but not limited to CERCLA, MTCA and UECA.

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 and EPA.

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

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

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

e. Preservation of Reference Monuments. Grantor shall make a good faith effort to preserve any reference monuments and boundary markers used to define the areal extent of coverage of this Covenant. Should a monument or marker be damaged or destroyed, Grantor shall have it replaced by a licensed professional surveyor within 30 days of discovery of the damage or destruction.

f. Sediments. The final sediment surface was sampled and demonstrated to have met all cleanup levels, which were defined based on concentrations that are protective of human health and aquatic biota. Though the completed remedy is protective, residual sediment contamination was left above cleanup levels at depth and left above RALs under shoreline riprap and adjacent to the sheetpile wall in the shipway. For details regarding sampling results immediately post construction cleanup activities refer to the "Final Remedial Action Construction and Completion Report, Lockheed West Seattle Superfund Site, Seattle Washington" dated September 2020. As such, the following restrictions shall apply to notify EPA and Ecology and to minimize potential

disturbance of these sediments within the Project Boundary legally described and illustrated in Exhibit A:

1. Any activity within the Project Boundary that will compromise the integrity of the cover including: dredging; drilling; digging; piercing the cover with sampling device, post, stake or similar device that would penetrate deeper than 6 inches; excavation; installation of buried utilities; removal of the cover; or, application of loads in excess of the cover load bearing capacity, is prohibited without prior written approval by Ecology and EPA.

2. No docks or other structures shall be constructed or removed within the Project Boundary without prior written approval of Ecology and EPA.

3. No removal of the sheetpile wall in the Shipway within the Project Boundary without prior written approval of Ecology and EPA.

4. No removal of riprap shall be allowed within the Project Boundary without prior written approval of Ecology and EPA.

Section 2. 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 consents to provide Ecology, EPA, and their authorized representatives, upon reasonable notice, the right to enter the Property at reasonable times to evaluate the effectiveness of this Covenant and associated remedial actions, and enforce compliance with this Covenant and those actions, including the right to take samples, inspect any remedial actions conducted on the Property, and to inspect related records.

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

Section 3. Notice Requirements.

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

i. Unless otherwise agreed to in writing by Ecology and EPA, provide written notice to Ecology and EPA 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: PURSUANT TO A REMEDIAL ACTION OVERSEEN BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY, THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON [ADD DATE] AND

RECORDED WITH THE KING COUNTY AUDITOR UNDER RECORDING NUMBER [ADD 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 and EPA, provide Ecology and EPA 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 and EPA.

c. Emergencies. For any emergency or significant change in site conditions due to Acts of Nature (for example, flood, 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 and EPA 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 either personally delivered or sent by first class parcel post to the following persons. Any change in this contact information shall be submitted in writing and in advance of such change to all parties to this Covenant. Upon mutual agreement of the parties to this Covenant, an alternative to personal delivery or first-class parcel post, such as e-mail or other electronic means, may be used for these communications.

Director, Maritime Environment and Sustainability **Port of Seattle** Pier 69 2711 Alaskan Way Seattle, WA 98121	**Director, Superfund and Emergency Management Division** USEPA 1200 Sixth Avenue Seattle, WA 98101-3188	**Environmental Covenants Coordinator** Washington State Department of Ecology Toxics Cleanup Program Northwest Regional Office P.O. Box 330316 Shoreline, WA 98133-9716 ToxicsCleanupProgramHQ@ecy.wa.gov

Section 4. Modification or Termination.

a. Grantor must provide written notice and obtain approval from Ecology and EPA 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: [1]

[1] An example of an activity that is unlikely to be considered a permanent modification is a proposal to disturb a cap to repair an existing underground utility that passes through the site. However, installing a new underground utility within a capped area would be a permanent change.

i. Ecology or EPA must issue a public notice and provide an opportunity for the public to comment on the proposal; and

ii. If Ecology and EPA approve 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 and EPA 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. If the original signatories to this Covenant, other than Ecology and EPA, do not have any legal interest remaining in the Property, they agree per RCW 64.70.100 to waive all rights to sign amendments to and termination of this Covenant.

Section 5. Enforcement and Construction.

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

b. Within ten (10) days of execution of this Covenant, Grantor shall provide Ecology with an original signed Covenant and proof of recording and a copy of the Covenant and proof of recording to EPA and others required by RCW 64.70.070.

c. Ecology and EPA 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 CERCLA, MTCA and UECA. Enforcement of the terms of this Covenant shall be at the discretion of Ecology and EPA, 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 or EPA of that term or of any subsequent breach of that term, or any other term in this Covenant, or of any rights of Ecology and EPA under this Covenant.

d. The Grantor shall be responsible for all costs associated with implementation of this Covenant. Furthermore, the Grantor, upon request from Ecology or EPA, shall be obligated to pay for Ecology's and EPA'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 CERCLA, 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.

PORT OF SEATTLE

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

EXECUTED this 29 day of July, 2021.

By: Stephanie Jones Stubbins

Title: Managing Director Maritime
Port of Seattle

PORT OF SEATTLE ACKNOWLEDGMENT

STATE OF Washington

COUNTY OF King

On this 29 day of July, 2021, I certify that Stephanie Jones Stubbins personally appeared before me, acknowledged that he or she is the Managing Director Maritime of the Port of Seattle, and signed said instrument by free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument for the Port of Seattle.

TERESA BACH NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 2-06-22

Notary Public in and for the State of Washington

Residing at Bellevue, WA

WASHINGTON STATE DEPARTMENT OF ECOLOGY

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

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

_____ Area J; CERCLA Docket No 10-2015-0079

Robert W. Warren

Section Manager
Toxics Cleanup Program
Northwest Regional Office of Department of Ecology

Dated: 8-5-21

U.S. ENVIRONMENTAL PROTECTION AGENCY

The U.S. Environmental Protection Agency hereby approves of the above described Environmental Covenant.

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY, REGION 10

Calvin J. Terada

Director
Superfund and Emergency Management Division
U.S. EPA, Region 10

Dated: 8-4-2021

Exhibit A

LEGAL DESCRIPTION AND ILLUSTRATION OF LOCKHEED WEST SEATTLE SUPERFUND SITE

LEGAL DESCRIPTION
COMPREHENSIVE REMEDIATION AREA – SEATTLE YARD 2

THAT PORTION OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 24 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, CITY OF SEATTLE, KING COUNTY, WASHINGTON, SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHERLY MARGIN OF VACATED SOUTHWEST FLORIDA STREET WITH THE INNER HARBOR LINE AS ESTABLISHED BY THE 1991 SUPPLEMENTAL MAP OF SEATTLE HARBOR;
THENCE SOUTH 77°50'35" WEST, ALONG SAID NORTHERLY MARGIN, 7.80 FEET TO **THE POINT OF BEGINNING**;
THENCE NORTH 00°58'56" WEST, 20.93 FEET;
THENCE NORTH 27°11'24" WEST, 15.67 FEET;
THENCE SOUTH 80°26'41" WEST, 12.20 FEET;
THENCE NORTH 10°47'52" WEST, 9.79 FEET;
THENCE NORTH 38°27'26" EAST, 10.62 FEET;
THENCE NORTH 33°50'51" WEST, 5.79 FEET;
THENCE NORTH 59°05'27" WEST, 5.42 FEET;
THENCE NORTH 06°14'49" WEST, 71.72 FEET;
THENCE NORTH 05°19'38" WEST, 91.66 FEET;
THENCE NORTH 04°08'23" WEST, 51.75 FEET;
THENCE NORTH 10°06'07" WEST, 20.88 FEET;
THENCE NORTH 01°40'02" WEST, 10.10 FEET;
THENCE NORTH 06°34'23" WEST, 29.15 FEET;
THENCE NORTH 03°19'22" WEST, 23.99 FEET;
THENCE NORTH 71°09'53" WEST, 8.60 FEET;
THENCE SOUTH 71°01'35" WEST, 3.80 FEET;
THENCE SOUTH 89°52'32" WEST, 3.03 FEET;
THENCE NORTH 42°23'03" WEST, 3.64 FEET;
THENCE NORTH 65°16'15" WEST, 21.66 FEET;
THENCE NORTH 52°54'49" WEST, 15.94 FEET;
THENCE NORTH 36°50'47" WEST, 10.59 FEET;
THENCE NORTH 47°17'52" WEST, 21.35 FEET;
THENCE NORTH 67°50'51" WEST, 0.84 FEET;
THENCE SOUTH 79°55'39" WEST, 1.05 FEET;
THENCE NORTH 77°01'14" WEST, 1.36 FEET;
THENCE NORTH 50°27'06" WEST, 13.71 FEET;
THENCE NORTH 77°20'35" WEST, 2.38 FEET;
THENCE NORTH 71°10'22" WEST, 2.91 FEET;
THENCE NORTH 72°44'01" WEST, 12.48 FEET;
THENCE NORTH 73°41'22" WEST, 9.34 FEET;
THENCE NORTH 69°38'16" WEST, 9.37 FEET;
THENCE SOUTH 81°02'50" WEST, 12.88 FEET;
THENCE NORTH 82°11'26" WEST, 17.86 FEET;

THENCE NORTH 81°34'51" WEST, 18.54 FEET;
THENCE NORTH 51°47'02" WEST, 7.20 FEET;
THENCE NORTH 63°17'41" WEST, 6.01 FEET;
THENCE NORTH 12°38'25" WEST, 5.16 FEET;
THENCE NORTH 87°21'59" WEST, 16.14 FEET;
THENCE NORTH 85°02'40" WEST, 12.26 FEET;
THENCE NORTH 69°49'09" WEST, 5.37 FEET;
THENCE NORTH 88°21'34" WEST, 12.21 FEET;
THENCE SOUTH 83°47'26" WEST, 0.22 FEET;
THENCE NORTH 88°20'45" WEST, 27.17 FEET;
THENCE NORTH 89°15'50" WEST, 21.56 FEET;
THENCE SOUTH 89°00'20" WEST, 33.15 FEET;
THENCE SOUTH 74°07'22" WEST, 4.66 FEET;
THENCE NORTH 88°41'37" WEST, 25.44 FEET;
THENCE SOUTH 87°07'49" WEST, 12.29 FEET;
THENCE SOUTH 29°39'08" WEST, 9.21 FEET;
THENCE SOUTH 87°09'06" WEST, 8.56 FEET;
THENCE NORTH 68°10'46" EAST, 7.33 FEET;
THENCE NORTH 86°30'08" WEST, 3.45 FEET;
THENCE SOUTH 70°28'20" WEST, 2.58 FEET;
THENCE SOUTH 64°29'00" WEST, 1.12 FEET;
THENCE CONTINUING SOUTH 64°29'00" WEST, 0.95 FEET;
THENCE SOUTH 87°46'32" WEST, 3.78 FEET;
THENCE NORTH 79°05'33" WEST, 2.42 FEET;
THENCE NORTH 75°02'15" WEST, 7.30 FEET;
THENCE SOUTH 84°24'32" WEST, 4.04 FEET;
THENCE NORTH 85°56'18" WEST, 1.74 FEET;
THENCE NORTH 64°41'44" WEST, 4.75 FEET;
THENCE SOUTH 83°33'01" WEST, 1.07 FEET;
THENCE NORTH 82°36'51" WEST, 3.49 FEET;
THENCE SOUTH 89°36'13" WEST, 4.96 FEET;
THENCE NORTH 66°27'05" WEST, 4.69 FEET;
THENCE NORTH 07°24'37" WEST, 8.18 FEET;
THENCE NORTH 87°46'15" WEST, 17.17 FEET;
THENCE NORTH 87°49'22" WEST, 14.66 FEET;
THENCE NORTH 26°10'27" WEST, 4.74 FEET;
THENCE NORTH 70°21'12" WEST, 6.62 FEET;
THENCE SOUTH 86°39'01" WEST, 7.90 FEET;
THENCE SOUTH 79°16'39" WEST, 12.53 FEET;
THENCE NORTH 86°58'29" WEST, 11.49 FEET;
THENCE NORTH 75°05'08" WEST, 13.50 FEET;
THENCE NORTH 79°31'14" WEST, 12.39 FEET;
THENCE NORTH 68°47'31" WEST, 8.84 FEET;
THENCE NORTH 83°59'58" WEST, 8.73 FEET;
THENCE SOUTH 76°16'41" WEST, 9.38 FEET;
THENCE SOUTH 83°16'52" WEST, 12.66 FEET;

THENCE SOUTH 89°38'26" WEST, 27.09 FEET;
THENCE SOUTH 83°41'32" WEST, 16.08 FEET;
THENCE NORTH 81°46'47" WEST, 10.37 FEET;
THENCE NORTH 84°14'36" WEST, 15.13 FEET;
THENCE SOUTH 87°32'15" WEST, 11.99 FEET;
THENCE SOUTH 75°17'17" WEST, 6.86 FEET;
THENCE SOUTH 86°59'27" WEST, 10.48 FEET;
THENCE SOUTH 66°01'09" WEST, 11.07 FEET;
THENCE SOUTH 75°10'15" WEST, 4.08 FEET;
THENCE SOUTH 89°21'14" WEST, 5.23 FEET;
THENCE NORTH 75°13'37" WEST, 4.56 FEET;
THENCE SOUTH 85°43'31" WEST, 9.16 FEET;
THENCE NORTH 82°27'36" WEST, 7.94 FEET;
THENCE SOUTH 78°10'14" WEST, 0.95 FEET;
THENCE NORTH 78°01'07" WEST, 4.27 FEET;
THENCE NORTH 71°08'58" WEST, 2.65 FEET;
THENCE NORTH 50°36'12" WEST, 5.06 FEET;
THENCE NORTH 36°26'44" WEST, 3.78 FEET;
THENCE NORTH 61°28'07" WEST, 14.65 FEET;
THENCE NORTH 68°47'48" WEST, 6.47 FEET;
THENCE NORTH 86°19'16" WEST, 9.49 FEET;
THENCE SOUTH 66°31'54" WEST, 3.06 FEET;
THENCE SOUTH 71°50'08" WEST, 0.67 FEET;
THENCE SOUTH 89°14'58" WEST, 3.48 FEET;
THENCE SOUTH 85°55'45" WEST, 4.29 FEET;
THENCE SOUTH 82°16'04" WEST, 4.35 FEET;
THENCE NORTH 85°49'27" WEST, 3.66 FEET;
THENCE SOUTH 46°50'16" WEST, 0.61 FEET;
THENCE NORTH 85°15'01" WEST, 1.98 FEET;
THENCE NORTH 80°54'47" WEST, 0.83 FEET;
THENCE SOUTH 89°02'33" WEST, 5.10 FEET;
THENCE SOUTH 70°13'03" WEST, 0.06 FEET;
THENCE SOUTH 79°35'19" WEST, 0.02 FEET;
THENCE SOUTH 85°13'44" WEST, 6.36 FEET;
THENCE SOUTH 86°55'10" WEST, 1.64 FEET;
THENCE NORTH 78°54'12" WEST, 4.37 FEET;
THENCE SOUTH 76°05'34" WEST, 0.84 FEET;
THENCE SOUTH 44°20'07" WEST, 2.41 FEET;
THENCE SOUTH 33°54'27" WEST, 1.34 FEET;
THENCE SOUTH 74°42'13" WEST, 2.31 FEET;
THENCE NORTH 50°50'56" WEST, 0.46 FEET;
THENCE NORTH 75°18'12" WEST, 3.56 FEET;
THENCE SOUTH 67°55'28" WEST, 3.17 FEET;
THENCE SOUTH 37°19'14" EAST, 1.48 FEET;
THENCE SOUTH 64°52'40" WEST, 3.31 FEET;
THENCE NORTH 50°08'05" WEST, 0.17 FEET;

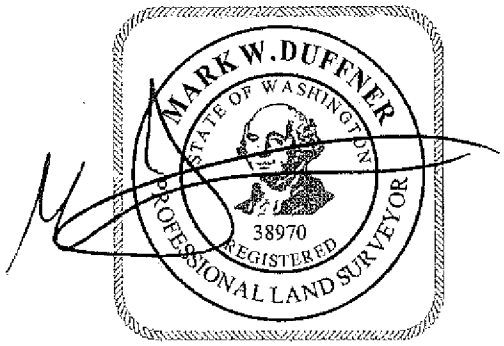
THENCE SOUTH 76°12'17" WEST, 2.94 FEET;
THENCE SOUTH 37°05'09" EAST, 0.34 FEET;
THENCE SOUTH 88°57'47" WEST, 1.83 FEET;
THENCE NORTH 63°25'15" WEST, 3.92 FEET;
THENCE NORTH 40°54'23" WEST, 1.14 FEET;
THENCE NORTH 48°17'21" WEST, 3.29 FEET;
THENCE NORTH 50°27'10" WEST, 6.40 FEET;
THENCE NORTH 69°19'13" WEST, 2.29 FEET;
THENCE NORTH 78°51'00" WEST, 3.33 FEET;
THENCE SOUTH 77°08'43" WEST, 1.77 FEET;
THENCE SOUTH 76°53'51" WEST, 6.19 FEET;
THENCE SOUTH 80°56'03" WEST, 3.66 FEET;
THENCE SOUTH 73°54'44" WEST, 1.39 FEET;
THENCE SOUTH 82°14'18" WEST, 4.80 FEET;
THENCE SOUTH 75°03'24" WEST, 21.24 FEET;
THENCE SOUTH 89°56'44" WEST, 4.75 FEET;
THENCE SOUTH 81°39'17" WEST, 19.40 FEET;
THENCE SOUTH 04°46'58" WEST, 23.31 FEET;
THENCE SOUTH 00°08'30" EAST, 16.44 FEET;
THENCE NORTH 89°19'05" WEST, 99.57 FEET;
THENCE NORTH 00°52'18" EAST, 16.73 FEET;
THENCE NORTH 00°36'43" WEST, 22.26 FEET;
THENCE NORTH 01°04'46" EAST, 63.47 FEET;
THENCE NORTH 00°43'44" EAST, 40.71 FEET;
THENCE NORTH 01°46'05" WEST, 17.74 FEET;
THENCE NORTH 03°26'40" WEST, 0.00 FEET;
THENCE NORTH 02°42'29" WEST, 1.89 FEET;
THENCE NORTH 05°04'35" WEST, 0.64 FEET;
THENCE NORTH 00°37'21" WEST, 15.89 FEET;
THENCE NORTH 06°25'19" EAST, 16.05 FEET;
THENCE NORTH 01°13'55" EAST, 56.23 FEET;
THENCE NORTH 60°37'14" WEST, 21.42 FEET;
THENCE NORTH 08°42'57" EAST, 55.05 FEET;
THENCE NORTH 08°26'43" EAST, 120.77 FEET;
THENCE NORTH 09°34'48" EAST, 37.79 FEET;
THENCE NORTH 34°58'02" EAST, 348.69 FEET;
THENCE NORTH 06°15'08" EAST, 119.53 FEET;
THENCE NORTH 02°20'57" EAST, 70.48 FEET;
THENCE NORTH 29°27'39" EAST, 3.03 FEET;
THENCE NORTH 75°15'23" EAST, 25.97 FEET;
THENCE SOUTH 85°36'05" EAST, 34.47 FEET;
THENCE NORTH 79°52'31" EAST, 37.60 FEET;
THENCE NORTH 67°37'12" EAST, 24.31 FEET;
THENCE NORTH 65°22'35" EAST, 34.90 FEET;
THENCE NORTH 62°06'10" EAST, 25.43 FEET;
THENCE NORTH 77°11'45" EAST, 29.83 FEET;

THENCE EAST, 14.54 FEET;
THENCE NORTH 68°11'55" EAST, 14.24 FEET;
THENCE NORTH 85°14'11" EAST, 15.92 FEET;
THENCE NORTH 56°18'36" EAST, 19.07 FEET;
THENCE NORTH 60°56'43" EAST, 27.22 FEET;
THENCE NORTH 74°03'17" EAST, 28.87 FEET;
THENCE NORTH 78°06'41" EAST, 25.67 FEET;
THENCE EAST, 29.08 FEET;
THENCE SOUTH 73°18'03" EAST, 27.60 FEET;
THENCE NORTH 78°41'24" EAST, 13.48 FEET;
THENCE NORTH 48°21'59" EAST, 15.92 FEET;
THENCE NORTH 70°20'46" EAST, 19.65 FEET;
THENCE NORTH 63°26'06" EAST, 32.52 FEET;
THENCE NORTH 58°23'33" EAST, 20.18 FEET;
THENCE NORTH 00°00'00" EAST, 15.86 FEET;
THENCE SOUTH 80°32'16" EAST, 24.12 FEET;
THENCE SOUTH 72°28'28" EAST, 26.34 FEET;
THENCE SOUTH 50°11'40" EAST, 10.33 FEET;
THENCE SOUTH 00°00'00" EAST, 15.86 FEET;
THENCE NORTH 75°57'50" EAST, 10.90 FEET;
THENCE NORTH 51°20'25" EAST, 8.47 FEET;
THENCE NORTH 26°33'54" EAST, 8.87 FEET;
THENCE NORTH 00°00'00" EAST, 15.86 FEET;
THENCE NORTH 52°07'30" EAST, 15.07 FEET;
THENCE SOUTH 78°06'41" EAST, 25.67 FEET;
THENCE SOUTH 82°52'30" EAST, 21.32 FEET;
THENCE NORTH 75°57'50" EAST, 32.71 FEET;
THENCE SOUTH 78°41'24" EAST, 20.22 FEET;
THENCE NORTH 74°50'45" EAST, 65.74 FEET;
THENCE NORTH 60°38'32" EAST, 24.27 FEET;
THENCE NORTH 34°59'31" EAST, 16.14 FEET;
THENCE NORTH 29°21'28" EAST, 24.27 FEET;
THENCE NORTH 75°05'35" EAST, 13.44 FEET;
THENCE NORTH 45°07'38" EAST, 58.29 FEET;
THENCE NORTH 61°23'22" EAST, 63.49 FEET;
THENCE NORTH 55°29'29" EAST, 49.19 FEET;
THENCE NORTH 65°28'24" EAST, 36.14 FEET;
THENCE NORTH 55°18'17" EAST, 35.94 FEET;
THENCE NORTH 68°11'55" EAST, 36.72 FEET;
THENCE NORTH 81°40'28" EAST, 31.39 FEET;
THENCE NORTH 56°58'34" EAST, 18.07 FEET;
THENCE NORTH 75°22'45" EAST, 18.01 FEET;
THENCE NORTH 24°06'08" EAST, 31.54 FEET;
THENCE NORTH 61°49'17" EAST, 24.07 FEET;
THENCE NORTH 68°14'51" EAST, 29.64 FEET;
THENCE SOUTH 01°22'47" WEST, 1,564.35 FEET;

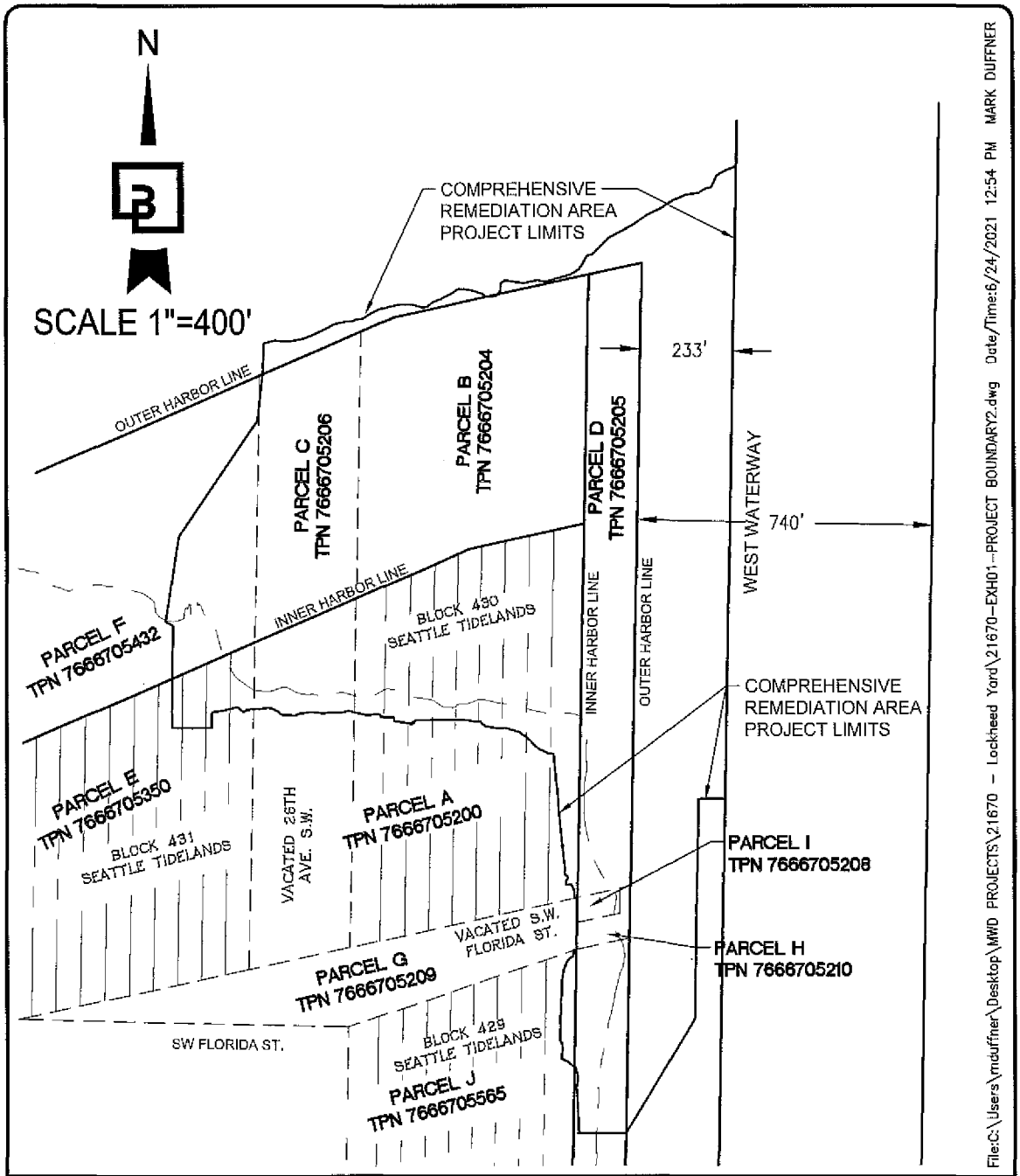
THENCE SOUTH 89°45'41" WEST, 67.70 FEET;
THENCE SOUTH 00°53'24" WEST, 313.14 FEET;
THENCE SOUTH 00°59'54" WEST, 230.80 FEET;
THENCE SOUTH 31°35'40" WEST, 332.77 FEET;
THENCE NORTH 89°52'50" WEST, 117.63 FEET;
THENCE NORTH 04°47'40" EAST, 0.75 FEET;
THENCE NORTH 74°07'58" EAST, 5.13 FEET;
THENCE NORTH 32°17'03" WEST, 7.26 FEET;
THENCE NORTH 00°31'57" EAST, 18.15 FEET;
THENCE NORTH 09°15'15" WEST, 5.63 FEET;
THENCE NORTH 10°54'11" EAST, 3.29 FEET;
THENCE NORTH 01°24'52" WEST, 18.14 FEET;
THENCE NORTH 01°19'20" EAST, 8.12 FEET;
THENCE NORTH 05°02'20" WEST, 24.22 FEET;
THENCE NORTH 02°35'10" WEST, 18.96 FEET;
THENCE NORTH 10°43'19" WEST, 6.46 FEET;
THENCE NORTH 01°23'57" EAST, 0.97 FEET;
THENCE NORTH 11°36'40" EAST, 12.39 FEET;
THENCE NORTH 06°30'16" EAST, 15.15 FEET;
THENCE NORTH 13°15'41" WEST, 20.60 FEET;
THENCE NORTH 31°58'35" WEST, 4.29 FEET;
THENCE NORTH 53°56'21" WEST, 15.43 FEET;
THENCE NORTH 41°54'26" WEST, 4.75 FEET;
THENCE NORTH 64°04'07" WEST, 20.48 FEET;
THENCE NORTH 04°37'20" EAST, 13.62 FEET;
THENCE NORTH 14°28'18" EAST, 7.08 FEET;
THENCE NORTH 01°25'36" WEST, 18.08 FEET;
THENCE NORTH 52°57'35" WEST, 6.36 FEET;
THENCE NORTH 01°49'04" WEST, 11.92 FEET;
THENCE NORTH 02°07'08" EAST, 27.73 FEET;
THENCE NORTH 06°51'40" WEST, 5.47 FEET;
THENCE NORTH 00°32'18" EAST, 19.31 FEET;
THENCE NORTH 35°13'31" EAST, 4.27 FEET;
THENCE NORTH 00°23'32" WEST, 12.09 FEET;
THENCE NORTH 04°31'49" WEST, 19.86 FEET;
THENCE NORTH 16°00'01" EAST, 6.18 FEET;
THENCE NORTH 05°44'41" EAST, 18.84 FEET;
THENCE NORTH 02°58'00" EAST, 8.41 FEET;
THENCE NORTH 00°20'28" WEST, 22.38 FEET;
THENCE NORTH 25°08'29" EAST, 3.16 FEET;
THENCE NORTH 19°55'38" EAST, 3.56 FEET;
THENCE NORTH 01°57'28" EAST, 13.79 FEET;
THENCE NORTH 21°26'40" EAST, 7.00 FEET;
THENCE NORTH 24°10'30" EAST, 17.99 FEET;
THENCE NORTH 34°06'22" EAST, 8.31 FEET;
THENCE NORTH 58°36'42" EAST, 13.17 FEET;

THENCE NORTH 04°26'41" EAST, 3.47 FEET;
THENCE NORTH 01°09'33" EAST, 10.01 FEET TO THE SOUTHERLY MARGIN OF SAID VACATED SOUTHWEST FLORIDA STREET;
THENCE NORTH 71°36'05" EAST ALONG SAID SOUTHERLY MARGIN, 7.14 FEET TO THE EAST LINE OF TAX PARCEL NUMBER 7666705209;
THENCE NORTH 01°08'22" EAST ALONG SAID EAST LINE, 128.44 FEET TO SAID INTERSECTION OF THE NORTHERLY MARGIN OF VACATED SOUTHWEST FLORIDA STREET WITH THE INNER HARBOR LINE;
THENCE SOUTH 77°50'35" WEST, ALONG SAID NORTHERLY MARGIN, 7.80 FEET TO THE **POINT OF BEGINNING**.

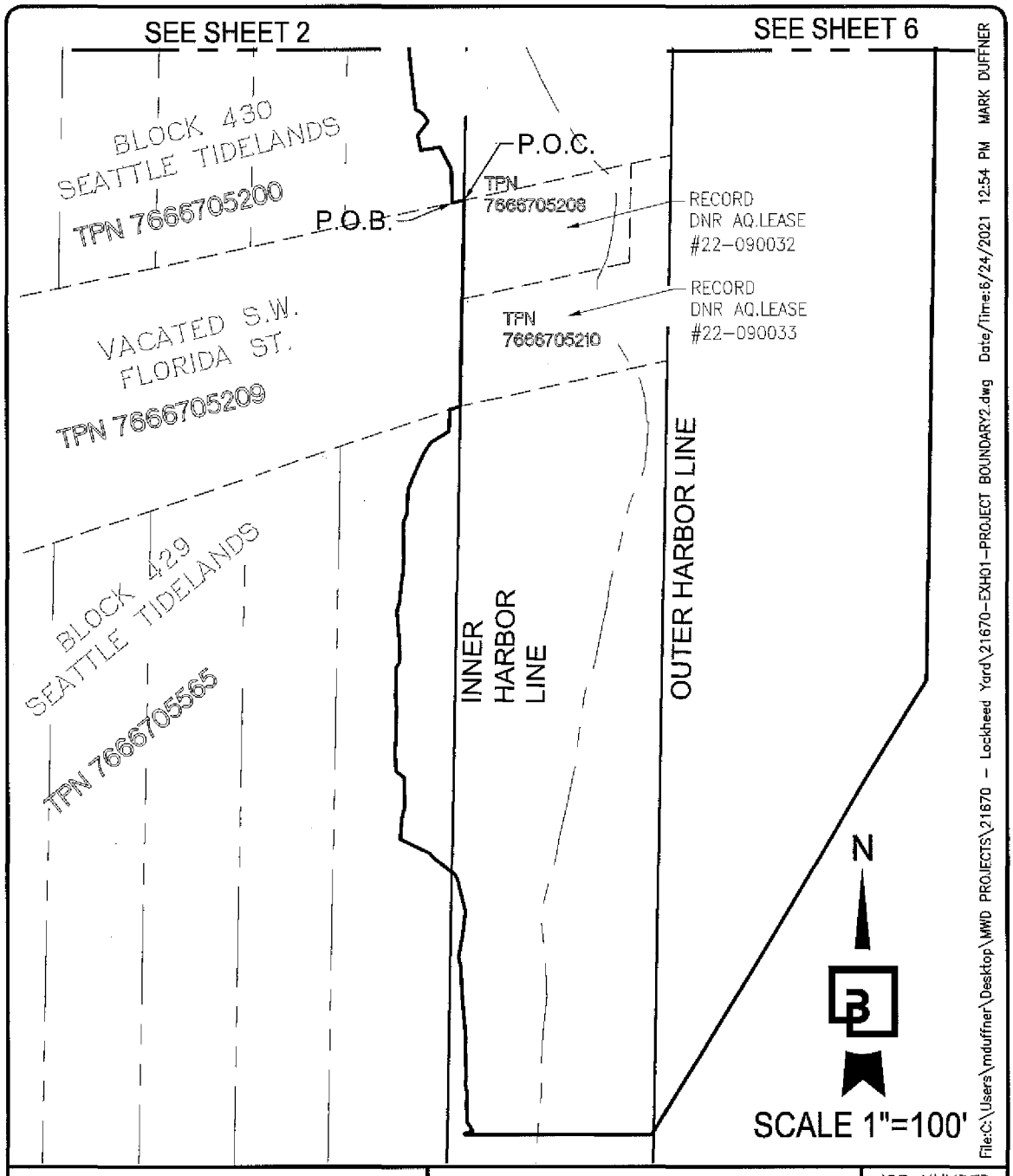
CONTAINS 40.1± ACRES.



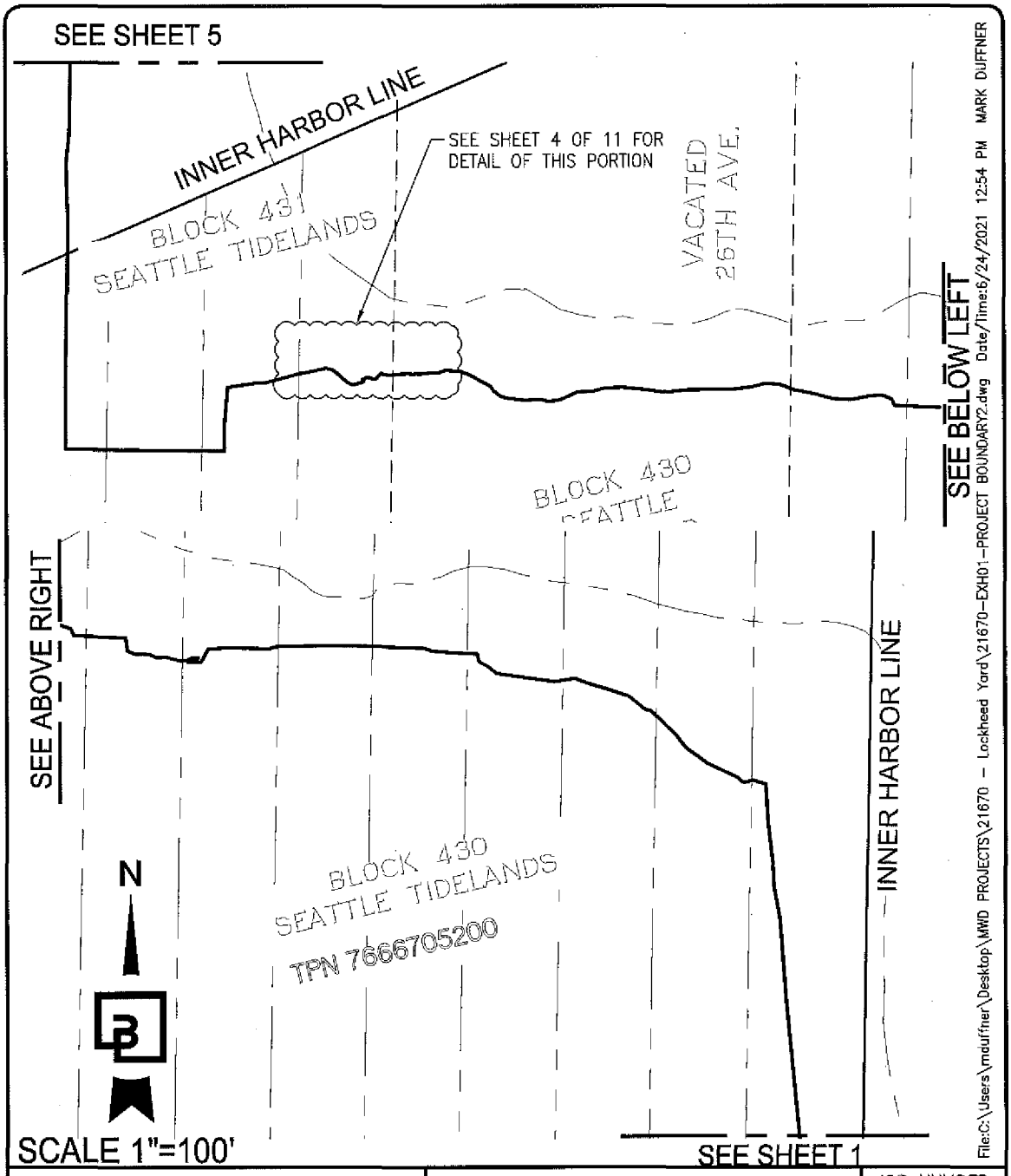
6/24/2021



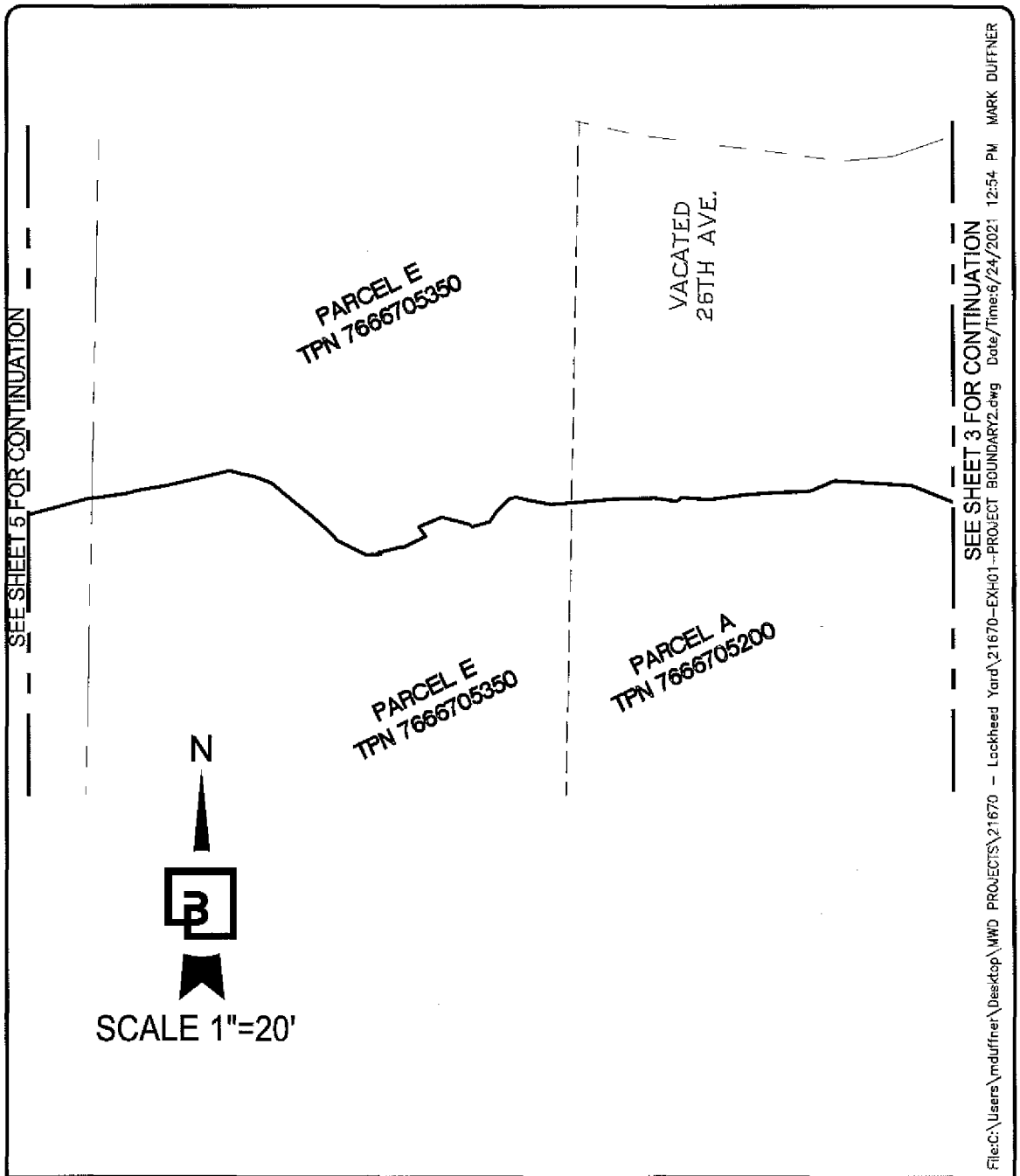
SCALE: HORIZONTAL 1"=400'	For: SEATTLE YARD 2	JOB NUMBER 21670
BARGHAUSEN CONSULTING ENGINEERS, INC. 18215 72ND AVENUE SOUTH KENT, WA 98032 425.251.6222 BARGHAUSEN.COM	Title: COMPREHENSIVE REMEDIATION AREA EXHIBIT	SHEET 1 of 11
DRAWN MWD/DMS		DATE 06-24-2021



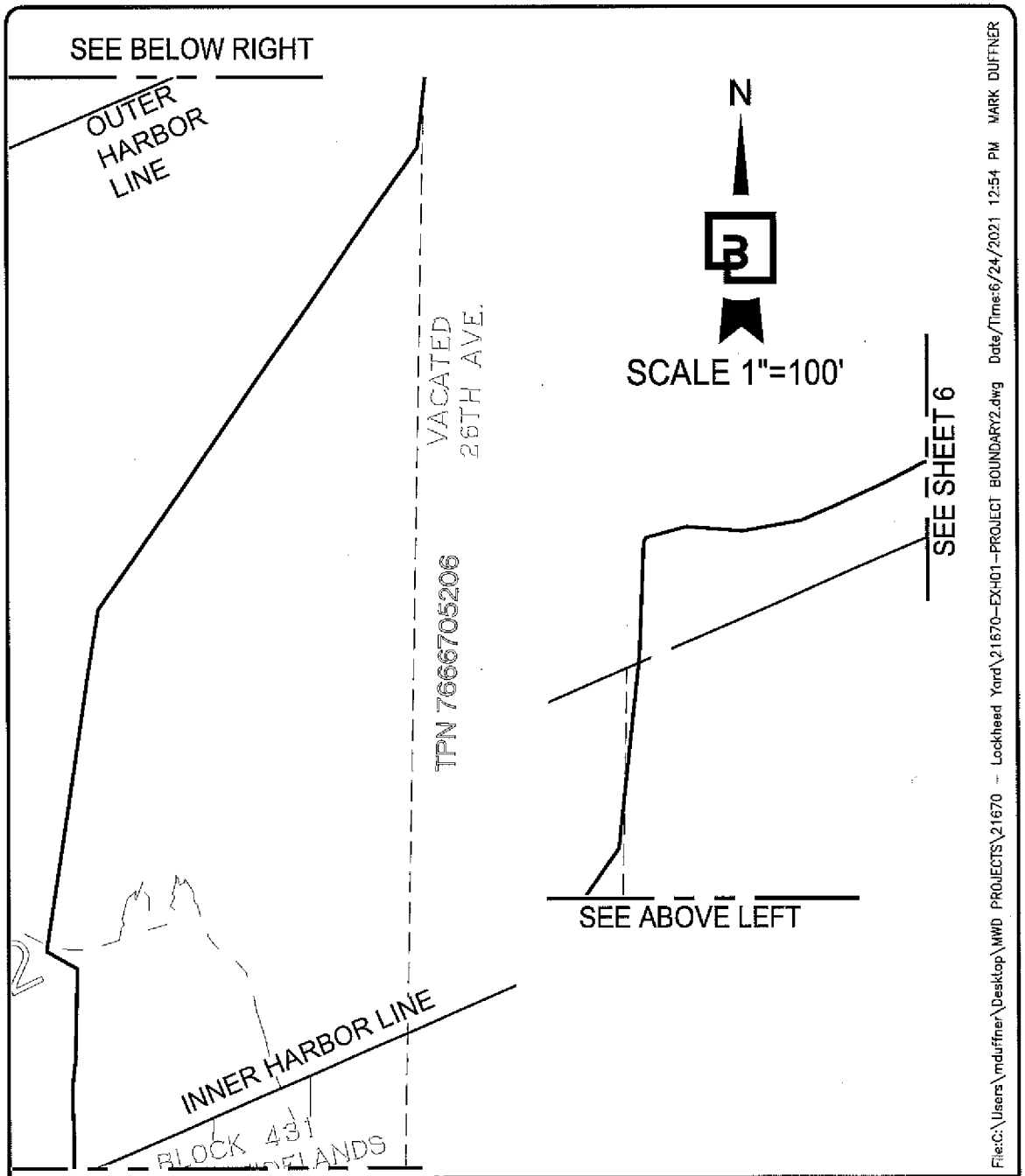
SCALE: HORIZONTAL 1"=100'	For: SEATTLE YARD 2	JOB NUMBER 21670
BARGHAUSEN CONSULTING ENGINEERS, INC. 18215 72ND AVENUE SOUTH KENT, WA 98032 425.251.6222 BARGHAUSEN.COM	Title: COMPREHENSIVE REMEDIATION AREA EXHIBIT	SHEET 2 of 11
DRAWN MWD/DMS		DATE 06-24-2021



SCALE: HORIZONTAL 1"=100'	For: SEATTLE YARD 2	JOB NUMBER 21670
BARGHAUSEN CONSULTING ENGINEERS, INC. 18215 72ND AVENUE SOUTH KENT, WA 98032 425.251.6222 BARGHAUSEN.COM	Title: COMPREHENSIVE REMEDIATION AREA EXHIBIT	SHEET 3 of 11
DRAWN MWD/DMS		DATE 06-24-2021



SCALE: HORIZONTAL 1"=20'	For: SEATTLE YARD 2	JOB NUMBER 21670
BARGHAUSEN CONSULTING ENGINEERS, INC. 18215 72ND AVENUE SOUTH KENT, WA 98032 425.251.6222 BARGHAUSEN.COM	Title: COMPREHENSIVE REMEDIATION AREA EXHIBIT	SHEET 4 of 11
DRAWN MWD/DMS		DATE 06-24-2021



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18215 72ND AVENUE SOUTH
KENT, WA 98032
425.251.6222 BARGHAUSEN.COM

For: SEATTLE YARD 2

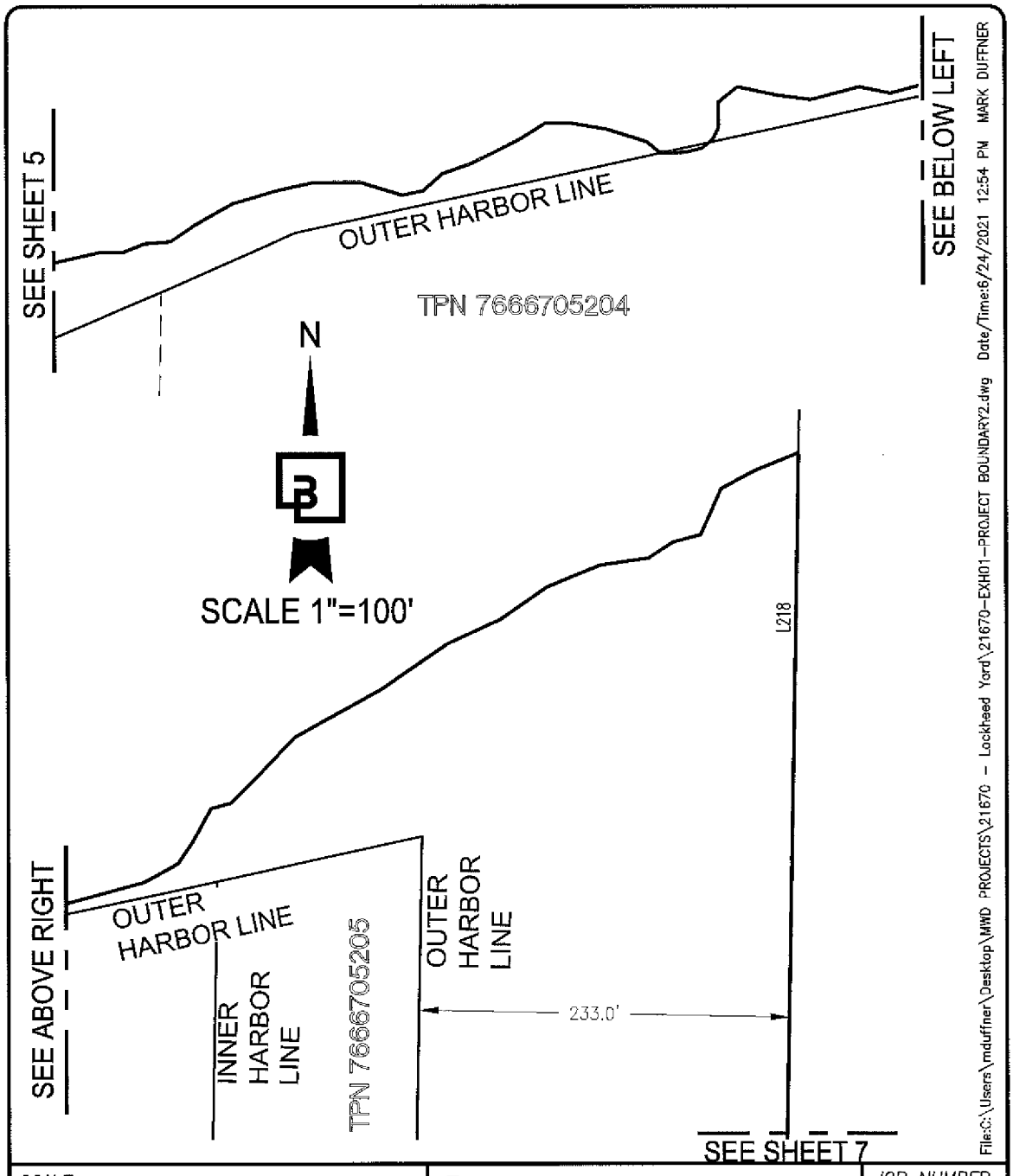
JOB NUMBER 21670

Title: COMPREHENSIVE REMEDIATION AREA EXHIBIT

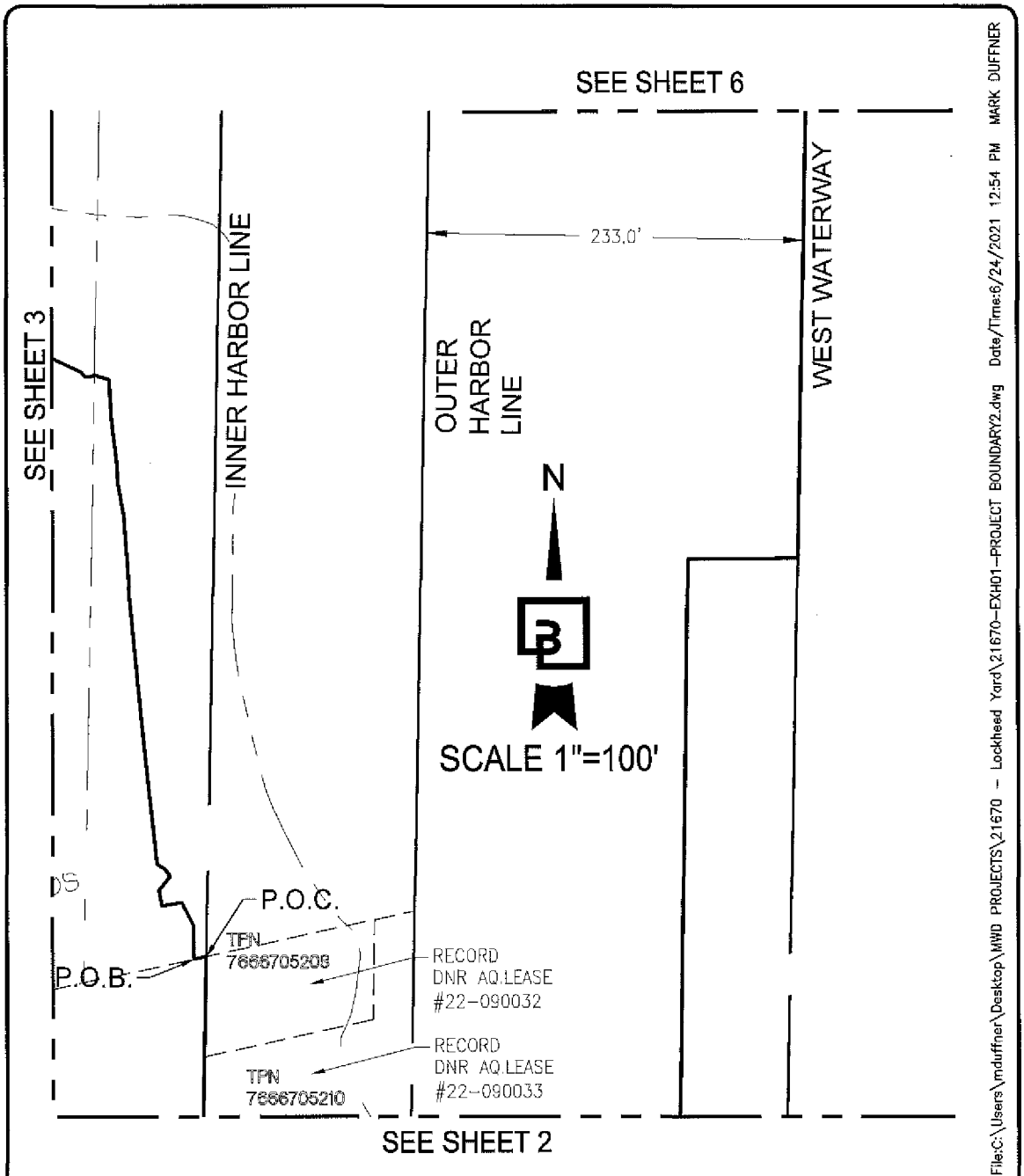
SHEET 5 of 11

DRAWN MWD/DMS

DATE 06-24-2021



SCALE: HORIZONTAL 1"=100'	For: SEATTLE YARD 2	JOB NUMBER 21670
BARGHAUSEN CONSULTING ENGINEERS, INC. 18215 72ND AVENUE SOUTH KENT, WA 98032 425.251.6222 BARGHAUSEN.COM	Title: COMPREHENSIVE REMEDIATION AREA EXHIBIT	SHEET 6 of 11
DRAWN MWD/DMS		DATE 06-24-2021



SCALE: HORIZONTAL 1"=100'	For: SEATTLE YARD 2	JOB NUMBER 21670
BARGHAUSEN CONSULTING ENGINEERS, INC. 18215 72ND AVENUE SOUTH KENT, WA 98032 425.251.6222 BARGHAUSEN.COM	Title: COMPREHENSIVE REMEDIATION AREA EXHIBIT	SHEET 7 of 11
DRAWN MWD/DMS		DATE 06-24-2021

LINE TABLE			LINE TABLE			LINE TABLE		
LINE	BEARING	DIST	LINE	BEARING	DIST	LINE	BEARING	DIST
L1	S77°50'35"W	7.80'	L26	N77°01'14"W	1.36'	L51	S87°09'06"W	8.56'
L2	N00°58'56"W	20.93'	L27	N50°27'06"W	13.71'	L52	N68°10'46"E	7.33'
L3	N27°11'24"W	15.67'	L28	N77°20'35"W	2.38'	L53	N86°30'08"W	3.45'
L4	S80°26'41"W	12.20'	L29	N71°10'22"W	2.91'	L54	S70°28'20"W	2.58'
L5	N10°47'52"W	9.79'	L30	N72°44'01"W	12.48'	L55	S64°29'00"W	1.12'
L6	N38°27'26"E	10.62'	L31	N73°41'22"W	9.34'	L56	S64°29'00"W	0.95'
L7	N33°50'51"W	5.79'	L32	N69°38'16"W	9.37'	L57	S87°46'32"W	3.78'
L8	N59°05'27"W	5.42'	L33	S81°02'50"W	12.88'	L58	N79°05'33"W	2.42'
L9	N06°14'49"W	71.72'	L34	N82°11'26"W	17.86'	L59	N75°02'15"W	7.30'
L10	N05°19'38"W	91.66'	L35	N81°34'51"W	18.54'	L60	S84°24'32"W	4.04'
L11	N04°08'23"W	51.75'	L36	N51°47'02"W	7.20'	L61	N85°56'18"W	1.74'
L12	N10°06'07"W	20.88'	L37	N63°17'41"W	6.01'	L62	N64°41'44"W	4.75'
L13	N01°40'02"W	10.10'	L38	N12°38'25"W	5.16'	L63	S83°33'01"W	1.07'
L14	N06°34'23"W	29.15'	L39	N87°21'59"W	16.14'	L64	N82°36'51"W	3.49'
L15	N03°19'22"W	23.99'	L40	N85°02'40"W	12.26'	L65	S89°36'13"W	4.96'
L16	N71°09'53"W	8.60'	L41	N69°49'09"W	5.37'	L66	N66°27'05"W	4.69'
L17	S71°01'35"W	3.80'	L42	N88°21'34"W	12.21'	L67	N07°24'37"W	8.18'
L18	S89°52'32"W	3.03'	L43	S83°47'26"W	0.22'	L68	N87°46'15"W	17.17'
L19	N42°23'03"W	3.64'	L44	N88°20'45"W	27.17'	L69	N87°49'22"W	14.66'
L20	N65°16'15"W	21.66'	L45	N89°15'50"W	21.56'	L70	N26°10'27"W	4.74'
L21	N52°54'49"W	15.94'	L46	S89°00'20"W	33.15'	L71	N70°21'12"W	6.62'
L22	N36°50'47"W	10.59'	L47	S74°07'22"W	4.66'	L72	S86°39'01"W	7.90'
L23	N47°17'52"W	21.35'	L48	N88°41'37"W	25.44'	L73	S79°16'39"W	12.53'
L24	N67°50'51"W	0.84'	L49	S87°07'49"W	12.29'	L74	N86°58'29"W	11.49'
L25	S79°55'39"W	1.05'	L50	S29°39'08"W	9.21'	L75	N75°05'08"W	13.50'

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SCALE: HORIZONTAL 1"=100'	For: SEATTLE YARD 2	JOB NUMBER 21670
BARGHAUSEN CONSULTING ENGINEERS, INC. 18215 72ND AVENUE SOUTH KENT, WA 98032 425.251.6222 BARGHAUSEN.COM	Title: COMPREHENSIVE REMEDIATION AREA EXHIBIT	SHEET 8 of 11
DRAWN MWD/DMS		DATE 06-24-2021

LINE TABLE

LINE	BEARING	DIST
L76	N79°31'14"W	12.39'
L77	N68°47'31"W	8.84'
L78	N83°59'58"W	8.73'
L79	S76°16'41"W	9.38'
L80	S83°16'52"W	12.66'
L81	S89°38'26"W	27.09'
L82	S83°41'32"W	16.08'
L83	N81°46'47"W	10.37'
L84	N84°14'36"W	15.13'
L85	S87°32'15"W	11.99'
L86	S75°17'17"W	6.86'
L87	S86°59'27"W	10.48'
L88	S66°01'09"W	11.07'
L89	S75°10'15"W	4.08'
L90	S89°21'14"W	5.23'
L91	N75°13'37"W	4.56'
L92	S85°43'31"W	9.16'
L93	N82°27'36"W	7.94'
L94	S78°10'14"W	0.95'
L95	N78°01'07"W	4.27'
L96	N71°08'58"W	2.65'
L97	N50°36'12"W	5.06'
L98	N36°26'44"W	3.78'
L99	N61°28'07"W	14.65'
L100	N68°47'48"W	6.47'

LINE TABLE

LINE	BEARING	DIST
L101	N86°19'16"W	9.49'
L102	S66°31'54"W	3.06'
L103	S71°50'08"W	0.67'
L104	S89°14'58"W	3.48'
L105	S85°55'45"W	4.29'
L106	S82°16'04"W	4.35'
L107	N85°49'27"W	3.66'
L108	S46°50'16"W	0.61'
L109	N85°15'01"W	1.98'
L110	N80°54'47"W	0.83'
L111	S89°02'33"W	5.10'
L112	S70°13'03"W	0.06'
L113	S79°35'19"W	0.02'
L114	S85°13'44"W	6.36'
L115	S86°55'10"W	1.64'
L116	N78°54'12"W	4.37'
L117	S76°05'34"W	0.84'
L118	S44°20'07"W	2.41'
L119	S33°54'27"W	1.34'
L120	S74°42'13"W	2.31'
L121	N50°50'56"W	0.46'
L122	N75°18'12"W	3.56'
L123	S67°55'28"W	3.17'
L124	S37°19'14"E	1.48'
L125	S64°52'40"W	3.31'

LINE TABLE

LINE	BEARING	DIST
L126	N50°08'05"W	0.17'
L127	S76°12'17"W	2.94'
L128	S37°05'09"E	0.34'
L129	S88°57'47"W	1.83'
L130	N63°25'15"W	3.92'
L131	N40°54'23"W	1.14'
L132	N48°17'21"W	3.29'
L133	N50°27'10"W	6.40'
L134	N69°19'13"W	2.29'
L135	N78°51'00"W	3.33'
L136	S77°08'43"W	1.77'
L137	S76°53'51"W	6.19'
L138	S80°56'03"W	3.66'
L139	S73°54'44"W	1.39'
L140	S82°14'18"W	4.80'
L141	S75°03'24"W	21.24'
L142	S89°56'44"W	4.75'
L143	S81°39'17"W	19.40'
L144	S04°46'58"W	23.31'
L145	S00°08'30"E	16.44'
L146	N89°19'05"W	99.57'
L147	N00°52'18"E	16.73'
L148	N00°36'43"W	22.26'
L149	N01°04'46"E	63.47'
L150	N00°43'44"E	40.71'

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SCALE:
HORIZONTAL 1"=100'

For:
SEATTLE YARD 2

JOB NUMBER
21670

BARGHAUSEN
CONSULTING ENGINEERS, INC.

18215 72ND AVENUE SOUTH
KENT, WA 98032
425.251.6222 BARGHAUSEN.COM

Title:
COMPREHENSIVE
REMEDIATION AREA
EXHIBIT

SHEET
9 of 11

DRAWN MWD/DMS

DATE 06-24-2021

LINE TABLE

LINE	BEARING	DIST
L151	N01°46'05"W	17.74'
L152	N03°26'40"W	0.00'
L153	N02°42'29"W	1.89'
L154	N05°04'35"W	0.64'
L155	N00°37'21"W	15.89'
L156	N06°25'19"E	16.05'
L157	N01°13'55"E	56.23'
L158	N60°37'14"W	21.42'
L159	N08°42'57"E	55.05'
L160	N08°26'43"E	120.77'
L161	N09°34'48"E	37.79'
L162	N34°58'02"E	348.69'
L163	N06°15'08"E	119.53'
L164	N02°20'57"E	70.48'
L165	N29°27'39"E	3.03'
L166	N75°15'23"E	25.97'
L167	S85°36'05"E	34.47'
L168	N79°52'31"E	37.60'
L169	N67°37'12"E	24.31'
L170	N65°22'35"E	34.90'
L171	N62°06'10"E	25.43'
L172	N77°11'45"E	29.83'
L173	S90°00'00"E	14.54'
L174	N68°11'55"E	14.24'
L175	N85°14'11"E	15.92'

LINE TABLE

LINE	BEARING	DIST
L176	N56°18'36"E	19.07'
L177	N60°56'43"E	27.22'
L178	N74°03'17"E	28.87'
L179	N78°06'41"E	25.67'
L180	S90°00'00"E	29.08'
L181	S73°18'03"E	27.60'
L182	N78°41'24"E	13.48'
L183	N48°21'59"E	15.92'
L184	N70°20'46"E	19.65'
L185	N63°26'06"E	32.52'
L186	N58°23'33"E	20.18'
L187	S90°00'00"E	15.86'
L188	S80°32'16"E	24.12'
L189	S72°28'28"E	26.34'
L190	S50°11'40"E	10.33'
L191	S90°00'00"E	15.86'
L192	N75°57'50"E	10.90'
L193	N51°20'25"E	8.47'
L194	N26°33'54"E	8.87'
L195	N00°00'00"E	15.86'
L196	N52°07'30"E	15.07'
L197	S78°06'41"E	25.67'
L198	S82°52'30"E	21.32'
L199	N75°57'50"E	32.71'
L200	S78°41'24"E	20.22'

LINE TABLE

LINE	BEARING	DIST
L201	N74°50'45"E	65.74'
L202	N60°38'32"E	24.27'
L203	N34°59'31"E	16.14'
L204	N29°21'28"E	24.27'
L205	N75°05'35"E	13.44'
L206	N45°07'38"E	58.29'
L207	N61°23'22"E	63.49'
L208	N55°29'29"E	49.19'
L209	N65°28'24"E	36.14'
L210	N55°18'17"E	35.94'
L211	N68°11'55"E	36.72'
L212	N81°40'28"E	31.39'
L213	N56°58'34"E	18.07'
L214	N75°22'45"E	18.01'
L215	N24°06'08"E	31.54'
L216	N61°49'17"E	24.07'
L217	N68°14'51"E	29.65'
L218	S01°08'22"W	1564.35'
L219	S89°45'41"W	67.70'
L220	S00°53'24"W	313.14'
L221	S00°59'54"W	230.80'
L222	S31°35'40"W	332.77'
L223	N89°52'50"W	117.63'
L224	N04°47'40"E	0.75'
L225	N74°07'58"E	5.13'

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SCALE:
HORIZONTAL 1"=100'

For:
SEATTLE YARD 2

JOB NUMBER
21670

BARGHAUSEN
CONSULTING ENGINEERS, INC.

18215 72ND AVENUE SOUTH
KENT, WA 98032
425.251.6222 BARGHAUSEN.COM

Title:
COMPREHENSIVE
REMEDIATION AREA
EXHIBIT

SHEET
10 of 11

DRAWN MWD/DMS

DATE 06-24-2021

LINE TABLE

LINE	BEARING	DIST
L226	N32°17'03"W	7.26'
L227	N00°31'57"E	18.15'
L228	N09°15'15"W	5.63'
L229	N10°54'11"E	3.29'
L230	N01°24'52"W	18.14'
L231	N01°19'20"E	8.12'
L232	N05°02'20"W	24.22'
L233	N02°35'10"W	18.96'
L234	N10°43'19"W	6.46'
L235	N01°23'57"E	0.97'
L236	N11°36'40"E	12.39'
L237	N06°30'16"E	15.15'
L238	N13°15'41"W	20.60'
L239	N31°58'35"W	4.29'
L240	N53°56'21"W	15.43'
L241	N41°54'26"W	4.75'
L242	N64°04'07"W	20.48'
L243	N04°37'20"E	13.62'
L244	N14°28'18"E	7.08'
L245	N01°25'36"W	18.08'
L246	N52°57'35"W	6.36'
L247	N01°49'04"W	11.92'
L248	N02°07'08"E	27.73'
L249	N06°51'40"W	5.47'
L250	N00°32'18"E	19.31'

LINE TABLE

LINE	BEARING	DIST
L251	N35°13'31"E	4.27'
L252	N00°23'32"W	12.09'
L253	N04°31'49"W	19.86'
L254	N16°00'01"E	6.18'
L255	N05°44'41"E	18.84'
L256	N02°58'00"E	8.41'
L257	N00°20'28"W	22.38'
L258	N25°08'29"E	3.16'
L259	N19°55'38"E	3.56'
L260	N01°57'28"E	13.79'
L261	N21°26'40"E	7.00'
L262	N24°10'30"E	17.99'
L263	N34°06'22"E	8.31'
L264	N58°36'42"E	13.17'
L265	N04°26'41"E	3.47'
L266	N01°09'33"E	10.01'
L267	N71°36'05"W	7.14'
L268	N01°08'22"E	128.44'

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SCALE:
HORIZONTAL 1"=100'

For: SEATTLE YARD 2

JOB NUMBER
21670

BARGHAUSEN
CONSULTING ENGINEERS, INC.

18215 72ND AVENUE SOUTH
KENT, WA 98032
425.251.6222 BARGHAUSEN.COM

Title: COMPREHENSIVE REMEDIATION AREA EXHIBIT

SHEET
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DRAWN MWD/DMS

DATE 06-24-2021

Exhibit B

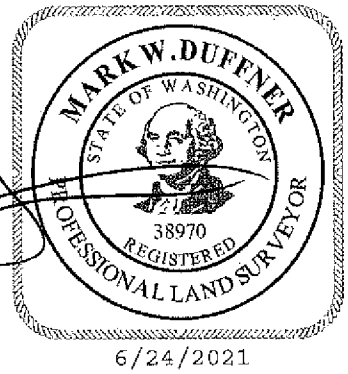
LEGAL DESCRIPTION AND ILLUSTRATION OF PROPERTY

LEGAL DESCRIPTION
TPN 7666705565 AREA "J"

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 24 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, CITY OF SEATTLE, KING COUNTY, WASHINGTON, SPECIFICALLY DESCRIBED AS FOLLOWS:

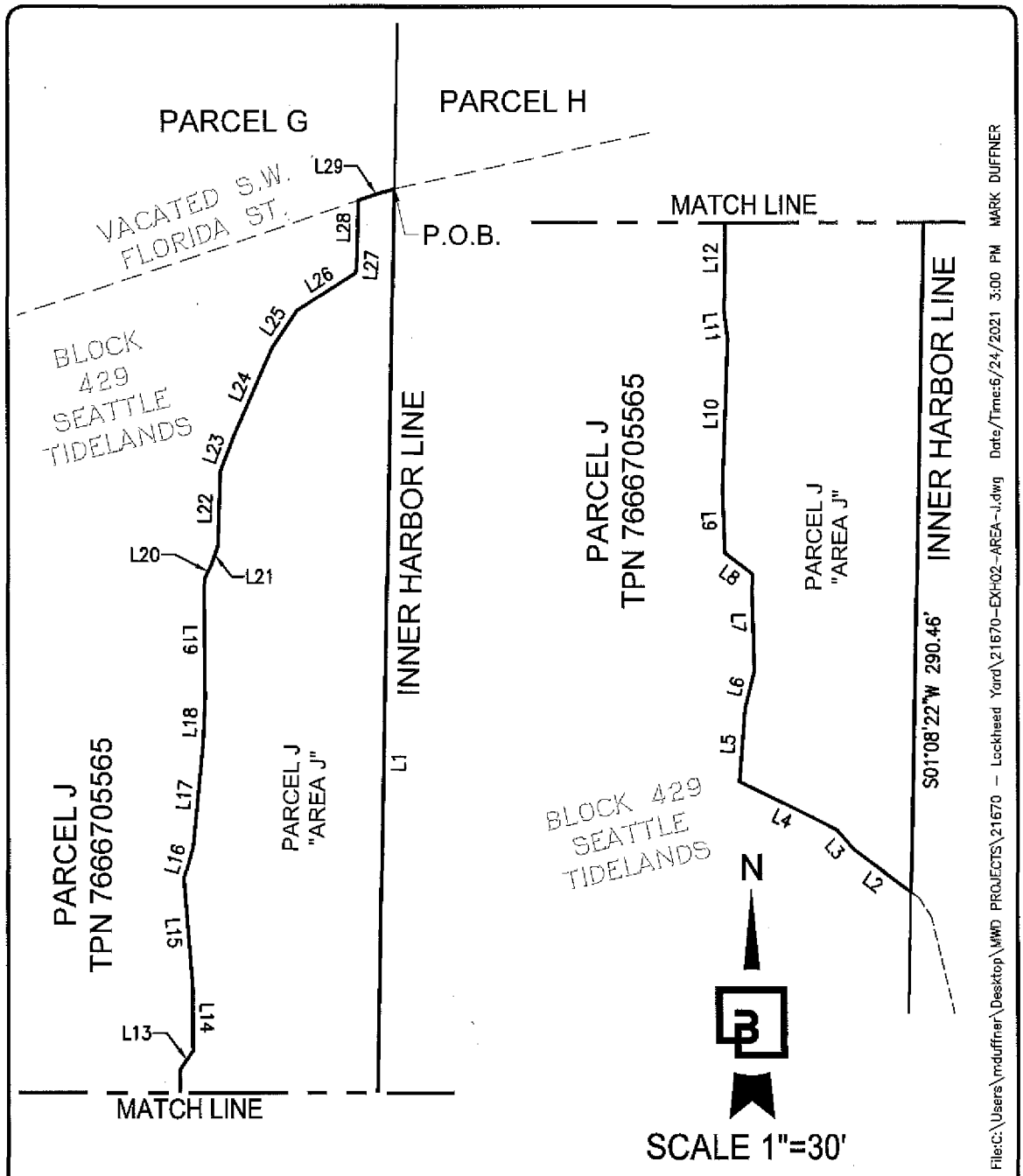
BEGINNING AT THE INTERSECTION OF THE SOUTHERLY MARGIN OF VACATED SOUTHWEST FLORIDA STREET WITH THE INNER HARBOR LINE AS ILLUSTRATED ON THE 1991 SUPPLEMENTAL MAP OF SEATTLE HARBOR;
THENCE SOUTH 01°08'22" WEST, ALONG SAID INNER HARBOR LINE, 290.46 FEET;
THENCE NORTH 53°56'21" WEST, 13.56 FEET;
THENCE NORTH 41°54'26" WEST, 4.75 FEET;
THENCE NORTH 64°04'07" WEST, 20.48 FEET;
THENCE NORTH 04°37'20" EAST, 13.62 FEET;
THENCE NORTH 14°28'18" EAST, 7.08 FEET;
THENCE NORTH 01°25'36" WEST, 18.08 FEET;
THENCE NORTH 52°57'35" WEST, 6.36 FEET;
THENCE NORTH 01°49'04" WEST, 11.92 FEET;
THENCE NORTH 02°07'08" EAST, 27.73 FEET;
THENCE NORTH 06°51'40" WEST, 5.47 FEET;
THENCE NORTH 00°32'18" EAST, 19.31 FEET;
THENCE NORTH 35°13'31" EAST, 4.27 FEET;
THENCE NORTH 00°23'32" WEST, 12.09 FEET;
THENCE NORTH 04°31'49" WEST, 19.86 FEET;
THENCE NORTH 16°00'01" EAST, 6.18 FEET;
THENCE NORTH 05°44'41" EAST, 18.84 FEET;
THENCE NORTH 02°58'00" EAST, 8.41 FEET;
THENCE NORTH 00°20'28" WEST, 22.38 FEET;
THENCE NORTH 25°08'29" EAST, 3.16 FEET;
THENCE NORTH 19°55'38" EAST, 3.56 FEET;
THENCE NORTH 01°57'28" EAST, 13.79 FEET;
THENCE NORTH 21°26'40" EAST, 7.00 FEET;
THENCE NORTH 24°10'30" EAST, 17.99 FEET;
THENCE NORTH 34°06'22" EAST, 8.31 FEET;
THENCE NORTH 58°36'42" EAST, 13.17 FEET;
THENCE NORTH 04°26'41" EAST, 3.47 FEET;
THENCE NORTH 01°09'33" EAST, 10.01 FEET TO SAID SOUTHERLY MARGIN OF VACATED SOUTHWEST FLORIDA STREET;
THENCE NORTH 71°36'05" EAST, ALONG SAID SOUTHERLY MARGIN, 7.14 FEET TO THE **POINT OF BEGINNING.**

CONTAINS 8,841,094± SQUARE FEET, 0.20± ACRES.



6/24/2021

TPN 7666705565–AREA J
6/24/2021
21670
PAGE 1 OF 1



SCALE: HORIZONTAL 1"=30'	For: SEATTLE YARD 2 TPN 7666705565	JOB NUMBER 21670
BARGHAUSEN CONSULTING ENGINEERS, INC. 18215 72ND AVENUE SOUTH KENT, WA 98032 425.251.6222 BARGHAUSEN.COM	Title: AREA "J" EXHIBIT	SHEET 1 of 2
DRAWN MWD/DMS		DATE 06-24-2021

LINE TABLE

LINE	BEARING	DIST
L1	S01°08'22"W	290.46'
L2	N53°56'21"W	13.56'
L3	N41°54'26"W	4.75'
L4	N64°04'07"W	20.48'
L5	N04°37'20"E	13.62'
L6	N14°28'18"E	7.08'
L7	N01°25'36"W	18.08'
L8	N52°57'35"W	6.36'
L9	N01°49'04"W	11.92'
L10	N02°07'08"E	27.73'
L11	N06°51'40"W	5.47'
L12	N00°32'18"E	19.31'
L13	N35°13'31"E	4.27'
L14	N00°23'32"W	12.09'
L15	N04°31'49"W	19.86'

LINE TABLE

LINE	BEARING	DIST
L16	N16°00'01"E	6.18'
L17	N05°44'41"E	18.84'
L18	N02°58'00"E	8.41'
L19	N00°20'28"W	22.38'
L20	N25°08'29"E	3.16'
L21	N19°55'38"E	3.56'
L22	N01°57'28"E	13.79'
L23	N21°26'40"E	7.00'
L24	N24°10'30"E	17.99'
L25	N34°06'22"E	8.31'
L26	N58°36'42"E	13.17'
L27	N04°26'41"E	3.47'
L28	N01°09'33"E	10.01'
L29	N71°36'05"E	7.14'

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For:
SEATTLE YARD 2
TPN 7666705565

Title:
AREA "J"
EXHIBIT

JOB NUMBER
21670

SHEET
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DRAWN MWD/DMS

DATE 06-24-2021

Exhibit C

LIST REMEDIAL ACTION LEVELS (RALS), WHICH ARE THE CONCENTRATIONS OF COCS THAT WERE TO BE MET AT THE POST-DREDGING SEDIMENT SURFACE

TABLE 2

REMEDIAL ACTION LEVELS TO BE ACHIEVED AT SEDIMENT SURFACE FOLLOWING EXCAVATION AND DREDGING

COC	Risk Driver?	Compliance Zone[1]	RAL	Units	Source
Total PCBs	Yes	0 to 10 cm	12	mg/kg-OC	SQS
			180	µg/kg dw	
cPAHs	Yes	Not applicable			
Arsenic	Yes	0 to 10 cm	57	mg/kg-dw	SQS
Lead	Yes	0 to 10 cm	530	mg/kg-dw	CSL
Tributyltin	Yes	Not applicable			
Copper	Yes	0 to 10 cm	390	mg/kg-dw	SQS and CSL
Mercury	Yes	0 to 10 cm	0.41	mg/kg-dw	SQS
Dioxins/Furans	Yes	Not applicable			
Chromium	No	0 to 10 cm	260	mg/kg-dw	SQS
Cobalt	No	0 to 10 cm	10	mg/kg-dw	LAET/SL
Nickel	No	0 to 10 cm	140	mg/kg-dw	LAET/SL
Selenium	No	0 to 10 cm	1	mg/kg-dw	LAET/SL
Vanadium	No	0 to 10 cm	57	mg/kg-dw	LAET/SL
Zinc	No	0 to 10 cm	410	mg/kg-dw	SQS
Pentachlorophenol	No	0 to 10 cm	360	mg/kg-dw	SQS
Bis(2-ethylhexyl) phthalate	No	0 to 10 cm	47	mg/kg-OC	SQS
			710	µg/kg dw	
Acenaphthene	No	0 to 10 cm	16	mg/kg-OC	SQS
			240	µg/kg dw	
Benzo(a)anthracene	No	0 to 10 cm	110	mg/kg-OC	SQS
			1,700	µg/kg dw	
Benzo(a)pyrene	No	0 to 10 cm	99	mg/kg-OC	SQS
			1,500	µg/kg dw	
Benzo(g,h,i)perylene	No	0 to 10 cm	31	mg/kg-OC	SQS
			470	µg/kg dw	
Total Benzofluoranthenes	No	0 to 10 cm	230	mg/kg-OC	SQS
			1,800	µg/kg dw	
Chrysene	No	0 to 10 cm	110	mg/kg-OC	SQS
			1,700	µg/kg dw	
Dibenz(a,h)anthracene	No	0 to 10 cm	12	mg/kg-OC	SQS
			180	µg/kg dw	
Fluoranthene	No	0 to 10 cm	160	mg/kg-OC	SQS
			2,400	µg/kg dw	
Indeno(1,2,3-cd)pyrene	No	0 to 10 cm	34	mg/kg-OC	SQS
			510	µg/kg dw	

TABLE 2

REMEDIAL ACTION LEVELS TO BE ACHIEVED AT SEDIMENT SURFACE FOLLOWING EXCAVATION AND DREDGING

COC	Risk Driver?	Compliance Zone[1]	RAL	Units	Source
Phenanthrene	No	0 to 10 cm	100	mg/kg-OC	SQS
			1,500	µg/kg dw	
Total HPAH	No	0 to 10 cm	960	mg/kg-OC	SQS
			14,000	µg/kg dw	
Remedial Action Levels for Dry Docks (Area 4) and Localized Subareas (Area 5)					
Total PCBs	Yes	0 to 10 cm	65	mg/kg-OC	CSL
			960	µg/kg dw	
cPAHs	Yes	Not applicable			
Arsenic	Yes	0 to 10 cm	93	mg/kg-dw	CSL
Lead	Yes	0 to 10 cm	530	mg/kg-dw	CSL
Tributyltin	Yes	Not applicable			
Copper	Yes	0 to 10 cm	390	mg/kg-dw	SQS and CSL
Mercury	Yes	0 to 10 cm	0.59	mg/kg-dw	CSL
Dioxins/Furans	Yes	Not applicable			
Chromium	No	0 to 10 cm	270	mg/kg-dw	CSL
Cobalt	No	0 to 10 cm	n/a	mg/kg-dw	
Nickel	No	0 to 10 cm	n/a	mg/kg-dw	
Selenium	No	0 to 10 cm	n/a	mg/kg-dw	
Vanadium	No	0 to 10 cm	n/a	mg/kg-dw	
Zinc	No	0 to 10 cm	960	mg/kg-dw	CSL
Pentachlorophenol	No	0 to 10 cm	690	mg/kg-dw	CSL
Bis(2-ethylhexyl) phthalate	No	0 to 10 cm	78	mg/kg-OC	CSL
			1,200	µg/kg dw	
Acenaphthene	No	0 to 10 cm	57	mg/kg-OC	CSL
			860	µg/kg dw	
Benzo(a)anthracene	No	0 to 10 cm	270	mg/kg-OC	CSL
			4,100	µg/kg-dw	
Benzo(a)pyrene	No	0 to 10 cm	210	mg/kg-OC	CSL
			3,200	µg/kg dw	
Benzo(g,h,i)perylene	No	0 to 10 cm	78	mg/kg-OC	CSL
			1,200	µg/kg dw	
Total Benzofluoranthenes	No	0 to 10 cm	450	mg/kg-OC	CSL
			6,800	µg/kg dw	
Chrysene	No	0 to 10 cm	460	mg/kg-OC	CSL
			6,900	µg/kg dw	

TABLE 2

REMEDIAL ACTION LEVELS TO BE ACHIEVED AT SEDIMENT SURFACE FOLLOWING EXCAVATION AND DREDGING

COC	Risk Driver?	Compliance Zone[1]	RAL	Units	Source
Dibenz(a,h)anthracene	No	0 to 10 cm	33	mg/kg-OC	CSL
			500	µg/kg dw	
Fluoranthene	No	0 to 10 cm	1,200	mg/kg-OC	CSL
			18,000	µg/kg dw	
incleno(1,2,3-cd)pyrene	No	0 to 10 cm	88	mg/kg-OC	CSL
			1,300	µg/kg dw	
Phenanthrene	No	0 to 10 cm	480	mg/kg-OC	CSL
			7,200	µg/kg dw	
Total HPAH	No	0 to 10 cm	5,300	mg/kg-OC	CSL
			79,500	µg/kg dw	

Note(s)

1. The Compliance Basis is Subtidal Surface Sediment (point), and is the same for all COCs.

Abbreviation(s)

COC = contaminant of concern
cm = centimeter(s)
cPAH = carcinogenic polycyclic aromatic hydrocarbon
CSL = cleanup screening level
dw = dry weight
HPAH = high-molecular-weight polycyclic aromatic hydrocarbon
LAET = lowest-apparent-affect threshold
mg/kg-dw = milligrams per kilogram dry weight
n/a = compounds do not present a risk for the RAO scenario
mg/kg-OC = milligram(s) per kilogram, organic-carbon-normalized value
PCB = polychlorinated biphenyl
RAL = remedial action level
SL = screening level
SQS = sediment quality standards
µg/kg dw = microgram(s) per kilogram dry weight

Exhibit D

LIST CLEANUP LEVELS THAT HAD TO BE (AND WERE) MET AT THE SEDIMENT SURFACE FOLLOWING PLACEMENT OF COVER MATERIAL

TABLE 1

SUMMARY OF CLEANUP LEVELS FOR CONTAMINANTS OF CONCERN IN SEDIMENT

COC	Risk Driver?	Units[1]	Spatial Scale of Exposure[2]	RAO 1 Human Seafood Consumption[3] (0 to 10 cm)	RAO 2 Human Direct Contact[3] (0 to 45 cm)	RAO 3 Benthic Organisms[4] (0 to 10 cm)	RAO 4 Ecological[5] (0 to 10 cm)
Total PCBs	Yes	µg/kg dw	Subtidal	2 (nat. bkgd)	n/a	n/a	100 (RBTC – fish)
			Intertidal	2 (nat. bkgd)	n/a	n/a	n/a
			Point	n/a	n/a	12 mg/kg-OC/180 (SQS)	n/a
cPAHs	Yes	µg TEQ/kg dw	Subtidal	9 (nat. bkgd)	550 (RBTC)[6]	n/a	n/a
			Intertidal	9 (nat. bkgd)	15 (RBTC)[7]	n/a	n/a
			Point	n/a	n/a	n/a	n/a
Arsenic	Yes	mg/kg dw	Subtidal	7 (nat. bkgd)	7 (nat. bkgd)	n/a	n/a
			Intertidal	7 (nat. bkgd)	7 (nat. bkgd)	n/a	n/a
			Point	n/a	n/a	57 (SQS)	n/a
Lead	Yes	mg/kg dw	Subtidal	11 (nat. bkgd)	n/a	n/a	n/a
			Intertidal	11 (nat. bkgd)	n/a	n/a	50 (RBTC – sandpiper)
			Point	n/a	n/a	n/a	n/a
Tributyltin	Yes	µg/kg dw	Subtidal	430 (RBTC – child)	n/a	n/a	150
			Intertidal	2,000 (RBTC – child)[8]	n/a	n/a	n/a
			Point	n/a	n/a	n/a	n/a
Copper	Yes	mg/kg dw	Subtidal	400 (RBTC – child)	n/a	n/a	114 (RBTC – fish)
			Intertidal	400 (RBTC – child)[8]	n/a	n/a	420 (RBTC – sandpiper)
			Point	n/a	n/a	390 (SQS/CSL)	n/a
Mercury	Yes	mg/kg dw	Subtidal	0.41 (RBTC – child)	n/a	n/a	n/a
			Intertidal	0.17 (RBTC – child)	n/a	n/a	n/a
			Point	n/a	n/a	0.41 (SQS)	n/a
Dioxins/ Furans	Yes	ng TEQ/kg dw	Subtidal	2 (nat. bkgd)	37 (RBTC)[8]	n/a	n/a
			Intertidal	2 (nat. bkgd)	13 (RBTC)[8]	n/a	n/a
			Point	n/a	n/a	n/a	n/a
Antimony	No	mg/kg dw	Subtidal	n/a	n/a	n/a	n/a
			Intertidal	n/a	n/a	n/a	n/a
			Point	n/a	n/a	150 (LAET/SL)	n/a
Cadmium	No	mg/kg dw	Subtidal	0.398 (nat. bkgd)	n/a	n/a	n/a
			Intertidal	0.398 (nat. bkgd)	n/a	n/a	n/a
			Point	n/a	n/a	n/a	n/a
Chromium	No	mg/kg dw	Subtidal	n/a	n/a	n/a	n/a
			Intertidal	n/a	n/a	n/a	n/a
			Point	n/a	n/a	260 (SQS)	n/a

TABLE 1

SUMMARY OF CLEANUP LEVELS FOR CONTAMINANTS OF CONCERN IN SEDIMENT

COC	Risk Driver?	Units[1]	Spatial Scale of Exposure[2]	RAO 1 Human Seafood Consumption[3] (0 to 10 cm)	RAO 2 Human Direct Contact[3] (0 to 45 cm)	RAO 3 Benthic Organisms[4] (0 to 10 cm)	RAO 4 Ecological[5] (0 to 10 cm)
Cobalt	No	mg/kg dw	Subtidal	n/a	n/a	n/a	n/a
			Intertidal	n/a	n/a	n/a	n/a
			Point	n/a	n/a	10 (LAET/SL)	n/a
Nickel	No	mg/kg dw	Subtidal	n/a	n/a	n/a	n/a
			Intertidal	n/a	n/a	n/a	n/a
			Point	n/a	n/a	140 (LAET/SL)	n/a
Selenium	No	mg/kg dw	Subtidal	n/a	n/a	n/a	n/a
			Intertidal	n/a	n/a	n/a	n/a
			Point	n/a	n/a	1 (LAET/SL)	n/a
Vanadium	No	mg/kg dw	Subtidal	n/a	n/a	n/a	n/a
			Intertidal	n/a	n/a	n/a	n/a
			Point	n/a	n/a	57 (LAET/SL)	n/a
Zinc	No	mg/kg dw	Subtidal	n/a	n/a	n/a	n/a
			Intertidal	n/a	n/a	n/a	n/a
			Point	n/a	n/a	410 (SQS)	n/a
Pentachloro-phenol	No	µg/kg dw	Subtidal	n/a	n/a	n/a	n/a
			Intertidal	n/a	n/a	n/a	n/a
			Point	n/a	n/a	360 (SQS)	n/a
Bis(2-ethylhexyl) phthalate	No	µg/kg dw	Subtidal	n/a	n/a	n/a	n/a
			Intertidal	n/a	n/a	n/a	n/a
			Point	n/a	n/a	47 mg/kg-OC/710 (SQS)	n/a
Acenaphthene	No	µg/kg dw	Subtidal	n/a	n/a	n/a	n/a
			Intertidal	n/a	n/a	n/a	n/a
			Point	n/a	n/a	16 mg/kg-OC/ 240 (SQS)	n/a
Benzo(a)-anthracene	No	µg/kg dw	Subtidal	n/a	n/a	n/a	n/a
			Intertidal	n/a	n/a	n/a	n/a
			Point	n/a	n/a	110 mg/kg-OC/ 1,700	n/a
Benzo(a)pyrene	No	µg/kg dw	Subtidal	n/a	n/a	n/a	n/a
			Intertidal	n/a	n/a	n/a	n/a
			Point	n/a	n/a	99 mg/kg-OC/ 1,500 (SQS)	n/a
Benzo(g,h,i)-perylene	No	µg/kg dw	Subtidal	n/a	n/a	n/a	n/a
			Intertidal	n/a	n/a	n/a	n/a
			Point	n/a	n/a	31 mg/kg-OC/ 470 (SQS)	n/a

TABLE 1

SUMMARY OF CLEANUP LEVELS FOR CONTAMINANTS OF CONCERN IN SEDIMENT

COC	Risk Driver?	Units[1]	Spatial Scale of Exposure[2]	RAO 1 Human Seafood Consumption[3] (0 to 10 cm)	RAO 2 Human Direct Contact[3] (0 to 45 cm)	RAO 3 Benthic Organisms[4] (0 to 10 cm)	RAO 4 Ecological[5] (0 to 10 cm)
Total Benzofluor-anthenes	No	µg/kg dw	Subtidal	n/a	n/a	n/a	n/a
			Intertidal	n/a	n/a	n/a	n/a
			Point	n/a	n/a	230 mg/kg-OC/ 1,800	n/a
Chrysene	No	µg/kg dw	Subtidal	n/a	n/a	n/a	n/a
			Intertidal	n/a	n/a	n/a	n/a
			Point	n/a	n/a	110 mg/kg-OC/ 1,700	n/a
Dibenz(a,h)-anthracene	No	µg/kg dw	Subtidal	n/a	n/a	n/a	n/a
			Intertidal	n/a	n/a	n/a	n/a
			Point	n/a	n/a	12 mg/kg-OC/ 180 (SQS)	n/a
Fluor-anthene	No	µg/kg dw	Subtidal	n/a	n/a	n/a	n/a
			Intertidal	n/a	n/a	n/a	n/a
			Point	n/a	n/a	160 mg/kg-OC/ 2,400	n/a
Indeno(1,2,3-cd)pyrene	No	µg/kg dw	Subtidal	n/a	n/a	n/a	n/a
			Intertidal	n/a	n/a	n/a	n/a
			Point	n/a	n/a	34 mg/kg-OC/ 510 (SQS)	n/a
Phenan-threne	No	µg/kg dw	Subtidal	n/a	n/a	n/a	n/a
			Intertidal	n/a	n/a	n/a	n/a
			Point	n/a	n/a	100 mg/kg-OC/ 1,500	n/a
Total HPAH	No	µg/kg dw	Subtidal	n/a	n/a	n/a	n/a
			Intertidal	n/a	n/a	n/a	n/a
			Point	n/a	n/a	960 mg/kg-OC/ 14,400	n/a

Note(s)

1. Unless noted differently in RAO-specific values.

2. The spatial scale of exposure is measured as subtidal SWAC, intertidal sediments SWAC, and point measurements at single locations throughout the site (i.e., all subtidal and intertidal sediment locations) or at single locations in intertidal sediment only. The spatial scale is RAO-specific, with site-wide exposures applicable to human seafood consumption, human direct contact, and exposures of fish and crab. Intertidal-only exposures are applicable to human consumption of clams from intertidal areas and exposures of sandpiper. Point exposures are applicable to benthic organisms, which are evaluated at single station locations. The statistical metric for site-wide and intertidal evaluation of alternatives and compliance monitoring is the upper confidence limit on the mean, whereas point exposures are evaluated with concentration data at single locations.

3. Cleanup levels are based on 10^{-6} cancer risk for carcinogens (e.g., PCBs, cPAHs, arsenic) or on a child exposure hazard quotient of 1 for noncarcinogens (lead, tributyltin, copper). Where cleanup levels are based on carcinogenic risks below background, the background concentration is selected; where no background values are available (chlordanes and DDT), the method detection limit (MDL) is selected.

TABLE 1

SUMMARY OF CLEANUP LEVELS FOR CONTAMINANTS OF CONCERN IN SEDIMENT

COC	Risk Driver?	Units[1]	Spatial Scale of Exposure[2]	RAO 1 Human Seafood Consumption[3] (0 to 10 cm)	RAO 2 Human Direct Contact[3] (0 to 45 cm)	RAO 3 Benthic Organisms[4] (0 to 10 cm)	RAO 4 Ecological[5] (0 to 10 cm)

4. Applicable on a point exposure only. Two values for PCBs and PAHs (except total benzofluoranthenes). The first is the organic carbon-normalized SQS value (mg/kg-OC. The second is the dry-weight equivalent based on an average sediment total organic carbon content of 1.5%. For all other compounds, values are dry weight. Under the SMS, sediment cleanup standards are established on a site-specific basis within an allowable range. The SQS and CSL define this range. For chemicals without SMS, LAET and 2LAET values or the SL and ML of the DMMP define this range.

5. Cleanup levels for site-wide exposure are the lowest for either fish or crab; cleanup levels for intertidal exposure are for sandpiper.

6. The cleanup level for site-wide direct contact is based on netfishing.

7. The cleanup level for intertidal direct contact is based on the lowest for either Tribal clamming or child beach play exposures.

8. The cleanup level for intertidal seafood consumption is based on consumption of clams from the intertidal sediment.

Abbreviation(s)

COC = contaminant of concern
cm = centimeter(s)
cPAH = carcinogenic polycyclic aromatic hydrocarbon
CSL = cleanup screening level
DMMP = dredged material management program
dw = dry weight
HPAH = high-molecular-weight polycyclic aromatic hydrocarbon
LAET = lowest-apparent-effect threshold
ML = maximum level
mg/kg-dw = milligram(s) per kilogram dry weight
mg/kg-OC = milligram(s) per kilogram, organic-carbon-normalized value
n/a = compounds do not present a risk for the RAO scenario
Nat. Bkgd = natural background
ng TEQ/kg-dw = nanograms toxicity equivalents per kilogram dry weight
PCB = polychlorinated biphenyl
RAO = remedial action objective
RBTC = risk-based threshold concentrations
SL = screening level
SMS = Sediment Management Standards
SQS = sediment quality standards
SWAC = surface-weighted average concentration
µg/kg dw = microgram(s) per kilogram dry weight
µg TEQ/kg dw = microgram(s) toxicity equivalents per kilogram dry weight

Exhibit E

AGREEMENT FOR ALLOCATION OF RESPONSIBILITY FOR ADMINISTRATION OF COVENANT REQUIREMENTS

IMPLEMENTATION AGREEMENT

This Implementation Agreement ("Agreement") is made between Port of Seattle ("Port") and Lockheed Martin Corporation ("Lockheed Martin"). The Port and Lockheed Martin may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, pursuant to the Second Amended and Restated Real Estate Purchase and Exchange Agreement ("Purchase Agreement") executed September 25, 1992, the Port acquired ownership of the former shipyard of Lockheed Shipbuilding Company in West Seattle (known as "Yard 2") which included acquisition of certain real property (the "Fee Property") and a leasehold in certain State of Washington leases (the "Leased Property");

WHEREAS, the Parties entered into a First Amendment to the Purchase Agreement on July 31, 2018 ("Amendment");

WHEREAS, the near shore sediments of the former Yard 2 are a federal Superfund site (the "Site"), subject to a 2013 Record of Decision ("ROD") issued by the Environmental Protection Agency ("EPA") and a 2015 Unilateral Administrative Order ("UAO") for the remedial action;

WHEREAS, Lockheed Martin is responsible for designing and implementing the remedial action set forth in the ROD and pursuant to the UAO;

WHEREAS, Lockheed Martin has completed the majority of the remedial action set forth in the ROD and EPA has determined that, as a final requirement of the UAO and as a result of contamination that will be left in place, four environmental restrictive covenants ("Covenants") be executed and recorded on property owned by the Port ("Restricted Property") in order to protect public health and the environment;

WHEREAS, the Purchase Agreement and its Amendment provide that Lockheed Martin shall indemnify the Port with respect to, among other things, costs and expenses incurred as a result of contamination left in place on the Fee Property and/or the Leased Property by Lockheed Martin;

WHEREAS, the Port desires to assist Lockheed Martin by recording the required Covenants on its property and fulfilling the administrative requirements of the Covenants;

WHEREAS, Lockheed Martin desires to reimburse the Port for any expenses associated with the Port's administration of the Covenants;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Recitals Incorporated by Reference. Each Recital set forth above is incorporated herein by this reference and made a part of the Agreement between the Parties.

2. Port's Obligations. The Port shall execute and record the Covenants required by EPA, as mutually negotiated by and between EPA, the Port, and Lockheed Martin. The Port shall fulfill the requirements of the Covenants by (1) restricting its and its tenants activities on and uses of the Restricted Property as required by the Covenants; (2) notifying and coordinating with EPA and the Washington State Department of Ecology (Ecology) as required by the Covenants; (3) preserving, repairing, and replacing any reference monuments as required by the Covenants; (4) limiting activities within the sediments of the Restricted Property as required by the Covenants; (5) maintaining access to the Restricted Property as required by the Covenants; (6) allowing and coordinating access for EPA and Ecology as required by the Covenants; (7) paying all costs associated with implementation of the Covenants and, upon request from Ecology or EPA, paying for Ecology's and EPA's costs to process a request for any modification or termination of the Covenants and any approval required by the Covenants; and (7) fulfilling all other requirements imposed on the Port as Grantor of the Covenants.

3. Lockheed Martin's Obligations. To the extent the Port incurs costs associated only with its obligations listed above, including but not limited to Port staff costs, Lockheed Martin shall reimburse the Port for all such costs within thirty (30) days of receiving a demand for payment with supporting invoices or other backup. The Port shall invoice Lockheed Martin on a monthly basis accordingly with costs incurred by the Port.

4. Notices. Any required written notice, approval, reporting or other communication shall be either personally delivered or sent by first class parcel post to the following persons. Any change in this contact information shall be submitted in writing. Upon mutual agreement of the Parties, an alternative to personal delivery or first-class parcel post, such as e-mail or other electronic means, may be used for these communications.

Port of Seattle *Attn:* Senior Manager, Environmental Remediation Senior Port Counsel, Environmental Pier 69 2711 Alaskan Way Seattle, WA 98121 Current as of the date of this Agreement: Kathy Bahnick, bahnick.k@portseattle.org Elizabeth Black, black.e@portseattle.org	Lockheed Martin Corporation *Attn:* Manager, Environ. Remediation Associate General Counsel 6801 Rockledge Drive Bethesda, MD 20817 Current as of date of Agreement: Charles Trione, Charles.trione@lmco.com Mary Morningstar, mary.p.morningstar@lmco.com

5. Third Party Beneficiaries. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties, and their respective successors and assigns, and is made solely and specifically for their benefit. No other person shall have any rights, interest

or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

6. No Effect on Prior Agreements. No provision of this Agreement shall be interpreted to terminate, supersede or otherwise alter the Parties' respective obligations under prior agreements, orders and decrees.

7. Termination. This Agreement shall remain in effect until terminated by the written agreement of both Parties.

8. Amendment. Any modification of this Agreement or any additional obligations assumed by any Party hereto shall be binding only if evidenced by a writing signed by each of the Parties hereto.

9. Governing Law. The laws of the State of Washington shall govern the validity, enforcement, and interpretation of this Agreement. Any dispute or cause of action under this Agreement shall be resolved in a court of competent subject matter jurisdiction in King County, State of Washington.

10. Waiver of Jury Trial. To the fullest extent permitted by law, each of the parties hereto hereby waives trial by jury in any action arising out of matters related to this agreement, which waiver is informed and voluntary.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original hereof. All executed counterparts together shall constitute one and the same document, and any initialed pages and signature pages may be assembled to form a single original document. This Agreement may be executed by electronic signature.

12. IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

PORT OF SEATTLE,
a Washington municipal corporation:

By: _____
Name: Stephanie Jones Stebbins
Title: Managing Director, Maritime
Date: 7/29/2021

LOCKHEED MARTIN CORPORATION,
a Maryland corporation

By: _____
Name: Kevin Pearson
Title: Director, Environmental Remediation
Date: 7/8/2021