IRIS
HOLDINGS, LLC

November 29, 2022

BY REGULAR MAIL AND EMAIL (cmau461@ECY.WA.GOV)

Christopher Maurer, P.E.
Department of Ecology
P.O. Box 47600
Olympia, WA 98504-7500

Re: Notice Under IRIS 500 Fifth Avenue North Property Environmental Covenant (Recording No. 20170915000106) – Site ID No. 2593 and VCP No. NW1493

Dear Mr. Maurer:

I am providing notice under the above referenced environmental covenant that IRIS Holdings, LLC (IRIS) has served its purposes as a separate entity and has been dissolved (see attached certificate of dissolution). As part of the wind-up of the affairs of IRIS, IRIS will be conveying the above-referenced property to its sole member – the Bill & Melinda Gates Foundation. The persons responsible for campus environmental matters on behalf of IRIS will remain unchanged (they will be now be doing so in their capacity as employees of the foundation), and Robert Trahan, GeoEngineers, will continue to assist the foundation on campus environmental matters.

I am attaching drafts of the conveyance deeds (parking facility and campus) that we intend to record 30 or more days from the date of this letter. The deeds include the required notice under the environmental covenant. Let us know if you have any questions concerning them. Otherwise, we provide you a copy of the executed deeds upon their recording.

Let us know if you have any questions concerning the contents of this letter.

Sincerely,

IRIS Holdings, LLC

Slade Bedford
Deputy Director, Global Facilities

Enclosure

Cc (by email):

Slade Bedford, IRIS Holdings, LLC, Slade.Bedford@gatesfoundation.org
Robert Trahan, GeoEngineers, rtrahan@geoengineers.com
Konrad Liegel, Konrad J. Liegel, Attorney-At-Law, PLLC, konrad@konradjliegel.com

Instrument Number: 20221229000646 Document:QCD Rec: $251.50 Page-1 of 49
Excise Docs: 3222090 Selling Price: $0.00 Tax Amount: $10.00 Record Date:12/29/2022 2:38 PM
Electronically Recorded King County, WA

CTI 224367-SC

After Recording Return To:

Bill & Melinda Gates Foundation
PO Box 23350
Seattle, WA 98102-0000
Attn: Lisa Johnsen

QUIT CLAIM DEED

Grantor: IRIS HOLDINGS, LLC

Grantee: BILL & MELINDA GATES FOUNDATION

Legal Description:
Abbreviated Form: Iris Unit and Parking Facility Unit, 516 Harrison Street, Vol 251, Pg 35

Assessor's Tax Parcel Nos: 257040-0010-06 and 257040-0020-04

THE GRANTOR, IRIS HOLDINGS, LLC, a Washington limited liability company, conveys and quit claims to GRANTEE, BILL & MELINDA GATES FOUNDATION a Washington charitable trust and sole member of IRIS HOLDINGS, LLC, its interest in the following described real estate, situated in the County of King, State of Washington, and all improvements belonging to GRANTOR thereon, together with all after acquired title of the GRANTOR therein (the "Property"):

See Exhibit A, attached hereto and incorporated herein.

The Property includes any and all rights, privileges and easements appurtenant to the land, including without limitation all development rights and air rights relating to the land, and any and all easements, rights-of-way and other appurtenances used in connection with the beneficial use and enjoyment of the land.

SUBJECT TO all title matters of record, including without limitation those matters set forth on Exhibit B, attached hereto and incorporated herein.

This deed is effective upon its recording in the official records of King County, Washington.

NOTICE: THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON SEPTEMBER 15, 2017 AND RECORDED WITH THE KING COUNTY AUDITOR UNDER RECORDING NUMBER 20170915000106. IN ADDITION, THIS PROPERTY IS ADJACENT TO PROPERTY ALSO SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON SEPTEMBER 13, 2017 AND RECORDED WITH THE KING COUNTY AUDITOR UNDER RECORDING NUMBERS 20170913000098 AND 20170913000099. USES AND ACTIVITIES ON THIS PROPERTY, AND THE ADJACENT PROPERTY, MUST COMPLY WITH THOSE COVENANTS, COMPLETE COPIES OF WHICH ARE ATTACHED AS EXHIBIT C HERETO AND INCORPORATED HEREIN.

Dated December 12, 2022.

GRANTOR:

IRIS HOLDINGS, LLC,
a Washington limited liability company

Jennifer Degers Authorized Representative

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 12th day of DECEMBER, 2022, before me personally appeared JENNIFER DEGER to me known to be the AUTHORIZED SIGNATORY of HARRIS HOLDINGS, LLC, the Washington limited company that executed the within and foregoing instrument, and acknowledged that said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

RENEE JIN
Commission Expires
11-01-2025
NOTARY
PUBLIC
License Number 21034445
STATE OF WASHINGTON

(Use this space for notarial stamp/seal)

Notary Public
Print Name RENEE JIN
My commission expires 11/01/2025

EXHIBIT A

Legal Description

Iris Unit and Parking Facility Unit, 516 Harrison Street, a condominium according to the declaration thereof recorded July 10, 2008, under recording number 20080710001167, and any amendments thereto;
Survey Map and Plans recorded in Volume 251 of Condominiums, Pages 35 through 44, inclusive records of King County, Washington, and any amendments thereto.

Except the Parking Facility Unit improvements, conveyed to the City of Seattle by deed recorded under recording number 20090611001557 which is a re-recording of deed recorded under 20080717000185.

EXHIBIT B

Title Exceptions

1. The right to change or establish street grades as condemned by final decree entered October 12, 1912, in King County Superior Court:

   Cause Number: 80654

2. The right to change or establish street grades as condemned by final decree entered July 11, 1956, in King County Superior Court:

   Cause Number: 236360

3. Right to make necessary slopes for cuts and fills upon property herein described as condemned in King County Superior Court Cause Number 486551.

4. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in an ordinance:

Reserved by:	The City of Seattle
Purpose:	The right to reconstruct, maintain and operate all existing utilities
Filing Date:	August 21, 1961
Ordinance No.:	90487
Affects:	Portion of said premises lying within vacated street and alleys

5. Right to make necessary slopes for cuts and fills upon property herein described as provided for in City of Seattle Ordinance Number 100337.

6. Terms and conditions of City of Seattle Ordinance Number 101563 filed November 7, 1972.

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Not disclosed
Purpose:	Lake Union trunk sewer
Recording Date:	May 13, 1981
Recording No.:	8105130603

Affects:	The description contained in instrument is not sufficient to determine its exact location within the property herein described

8. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on survey:

Recording No:	9307299007
Affects:	includes other property

11. Public Place Indemnity Agreement and the terms and provisions thereof:

Executed by:	Iris Holdings, LLC, a Washington Limited Liability Company
And:	City of Seattle
Recording Date:	January 10, 2007
Recording No.:	20070110000489

12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	The City of Seattle, a municipal corporation
Purpose:	Public sanitary sewer facility with necessary appurtenances
Recording Date:	August 29, 2007
Recording No.:	20070829001202
Affects:	Portion of said premises

13. Consent Agreement and the terms and conditions thereof:

Executed by:	Iris Holdings, LLC, a Washington Limited Liability Company
And:	City of Seattle, a municipal corporation
Recording Date:	August 29, 2007
Recording No.:	20070829001203

Consent to construct a private improvement within portions of the easement area described in document recorded under recording number 20070829001202.

14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	The City of Seattle, a municipal corporation
Purpose:	Service water facilities and appurtenances
Recording Date:	December 19, 2007
Recording No.:	20071219001762
Affects:	Portion of said premises

15. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	The City of Seattle, a municipal corporation
Purpose:	Public sidewalk
Recording Date:	December 21, 2007
Recording No.:	20071221000497
Affects:	Portion of said premises

16. Public Place Indemnity Agreement and the terms and provisions thereof:

Executed by:	Iris Holdings, LLC
And:	City of Seattle
Recording Date:	June 4, 2008
Recording No.:	20080604001639

17. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on City of Seattle Lot Boundary Adjustment Number 3008913:

Recording No: 20080702900011

18. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Survey Map and Plans for 516 Harrison Street, a condominium:

Recording No:	20080710001166
Volume:	251 of Condominiums
Pages:	Pages 35 through 44

19. The matters set forth in the document shown below which, among other things, contains or provides for: certain easements; liens and the subordination thereof; provisions relating to partition; restrictions on severability of component parts; and covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Entitled:	Condominium Declaration for 516 Harrison Street, a condominium
Recording Date:	July 10, 2008
Recording No.:	20080710001167

Modification(s) of said covenants, conditions and restrictions:

Recording Date:	September 15, 2017
Recording No.:	20170915000352

20. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Iris Holdings LLC, a Washington Limited Liability Company
Purpose:	Mutual structure location and access
Recording Date:	July 10, 2008
Recording No.:	20080710001168
Affects:	The description contained in the instrument is not sufficient to determine its exact location within the property herein described

21. Public Place Indemnity Agreement for shoring systems in rights-of way and the terms and provisions thereof:

Executed by:	Iris Holdings, LLC, a Washington Limited Liability Company
And:	City of Seattle
Recording Date:	July 11, 2008
Recording No.:	20080711000127

22. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	City of Seattle, a municipal corporation
Purpose:	Access
Recording Date:	July 17, 2008
Recording No.:	20080717000188
Affects:	Southwesterly portion of said premises as described and delineated in said instrument

23. License Agreement and the terms and provisions thereof:

Executed by:	Iris Holdings, LLC, a Washington Limited Liability Company
And:	City of Seattle, a Washington municipal corporation
Recording Date:	July 17, 2008
Recording No.:	20080717000189

24. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	City of Seattle
Purpose:	Code compliance easement, providing pedestrian ingress and egress
Recording Date:	July 17, 2008
Recording No.:	20080717000190

25. Covenant Off Site Accessory Parking and the terms and provisions thereof:

Recording Date:	July 17, 2008
Recording No.:	20080717000191

26. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	The City of Seattle, a municipal corporation
Purpose:	Public sanitary sewer facility
Recording Date:	October 27, 2008
Recording No.:	20081027000315
Affects:	Portion of said premises

27. Consent Agreement and the terms and provisions thereof:

Executed by:	City of Seattle and Iris Holdings, LLC

Recording Date: October 27, 2008
Recording No.: 20081027000322

Consent regarding easements described in document recorded under recording number 20070829001202 and 20081027000315.

28. Transportation Management Program and the terms and provisions thereof:

Recording Date: January 22, 2009
Recording No.: 20090122000565

41. Environmental Covenant, including the terms and provisions thereof:

Grantor: City of Seattle
Grantee: State of Washington, Department of Ecology
Recording Date: September 13, 2017
Recording No.: 20170913000099

42. Environmental Covenant, including the terms and provisions thereof:

Grantor: IRIS Holdings, LLC
Grantee: State of Washington, Department of Ecology
Recording Date: September 15, 2017
Recording No.: 20170915000106

43. Memorandum of Drainage Control, including the terms and provisions thereof:

Recording Date: January 11, 2018
Recording No.: 20180111000880

51. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document:

Entitled: Memorandum of Temporary Ground Lease
Lessor: Iris Holdings, LLC, a Washington limited liability company
Lessee: City of Seattle, a Washington municipal corporation
Recording Date: November 28, 2006
Recording No.: 20061128000017

52. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document:

Entitled: Memorandum of Ground Lease (Garage)
Lessor: Iris Holdings, LLC, a Washington Limited Liability

	Company
Lessee:	City of Seattle, a Washington municipal corporation
Recording Date:	July 17, 2008
Recording No.:	20080717000186

53. A right of first refusal to purchase said Land with certain terms, covenants, conditions and provisions as set forth in the document:

Executed by:	IRIS Holdings, LLC., a Washington Limited Liability Company and the City of Seattle, a Washington municipal corporation
Disclosed by:	Rights of First Offer Agreement
Recording Date:	November 22, 2006
Recording No.:	20061128000018

Said agreement was amended by instrument recorded under recording number 2012091900144.

EXHIBIT C

Environmental Covenants

{attached}

Instrument Number: 20170913000098 Document:COV Rec: $84.00 Page-1 of 11
Record Date:9/13/2017 9:51 AM
King County, WA

Return Address:
CHRISTOPHER MAURER, P.E.
DEPARTMENT OF ECOLOGY
P.O. BOX 47600
OLYMPIA, WA 98504-7500

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

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

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

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

Grantor(s) (Last name, first name, initials)

1. City of Seattle 2. _____
3. _____ 4. _____
Additional names on page _____ of document.

Grantee(s) (Last name first, then first name and initials)

1. Washington Department of Ecology 2. _____
3. _____ 4. _____
Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)
Portion of Parcel B, of City of Seattle Lot Boundary Adjustment No. 3008913, recorded under King County recording No. 20080702900011, more particularly: The north 50.00 feet thereof; containing an area of 42,941 square feet; Situate in the City of Seattle, King County, Washington State.
Additional legal is on page 1 and Exhibit B of document.

Assessor's Property Tax Parcel/Account Number ☐ Assessor Tax # not yet assigned
1988201155

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

After Recording Return
Original Signed Covenant to:

Christopher Maurer, P.E.
Department of Ecology
P.O. Box 47600
Olympia, WA 98504-7500

Environmental Covenant

Grantor: City of Seattle

Grantee: State of Washington, Department of Ecology

Brief Legal Description: A portion of Parcel B, of City of Seattle Lot Boundary Adjustment No. 3008913, recorded under King County recording No. 20080702900011, more particularly described as follows: The north 50.00 feet thereof; Containing an area of 42,941 square feet or 0.9858 acres, more or less. Situate in the City of Seattle, King County, Washington State. (See Exhibit B).

RECITALS

a. This document is an environmental (restrictive) covenant (hereafter "Covenant") executed pursuant to the Model Toxics Control Act ("MTCA"), chapter 70.105D RCW and Uniform Environmental Covenants Act ("UECA"), chapter 64.70 RCW.

b. The Property that is the subject of this Covenant is part or all of a site commonly known as Mercer Right of Way adjacent to the Gates Foundation Campus North Building. 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 under MTCA. The restrictions on use described in this document are required because residual contamination remains on the Property after completion of remedial actions. Records describing the extent of residual contamination and remedial actions conducted are available through the Washington State Department of Ecology ("Ecology"). These include the following documents:

- Final Feasibility Study for 500 Fifth Avenue North Property, Seattle, Washington, prepared for the Washington State Department of Ecology on behalf of IRIS dated September 7, 2011
- Cleanup Action Plan for the 500 Fifth Avenue Property, Seattle, Washington, prepared for IRIS, dated February 20, 2012
- Property-Wide Cleanup Action Report for the 500 Fifth Avenue North Property, prepared for Washington State Department of Ecology on behalf of IRIS.

Specifically, the following principal contaminants remain on the Property:

Medium	Principal Contaminants Present
Soil	Total Petroleum Hydrocarbons as gasoline and benzene in native soil at depths between approximately 30 and 60 feet below ground surface (bgs)
Groundwater	Total Petroleum Hydrocarbons as gasoline and benzene

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 the Washington State Department of Ecology

e. This Covenant grants the Washington State Department of Ecology, as holder of this Covenant, certain rights specified in this Covenant. The right of the Washington State Department of Ecology as a holder is not an ownership interest under MTCA, Chapter 70.105D RCW or the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") 42 USC Chapter 103.

COVENANT

City of Seattle, as Grantor and fee simple owner of the Property hereby grants to the Washington State Department of Ecology, and its successors and assignees, (hereafter "Ecology") the following covenants. Furthermore, it is the intent of the Grantor that such covenants shall 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, except as authorized by Section 2.b of this Covenant. 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. Amendment to the Covenant. Grantor must notify 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.[1] Before approving any proposal, Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal. If Ecology approves the proposal, the Covenant will be amended to reflect the change.

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 or industrial property. As such, the Property shall be used in perpetuity only for right-of-way purposes and for commercial or industrial land uses as those terms are 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.

b. Containment of Soil/Waste Materials. The remedial action for the Property is based on containing contaminated soil under a cap consisting of the concrete or asphalt road pavement and/or concrete sidewalk located as illustrated in Exhibit B. The primary purpose of this cap is to minimize the potential for contact with contaminated

[1] Examples of inconsistent uses are: using the Property for a use not allowed under the covenant (for example, mixed residential and commercial use on a property that is restricted to industrial uses); OR, drilling a water supply well when use of the groundwater for water supply is prohibited by the covenant.

soil and to minimize the leaching of contaminants to groundwater. As such, the following restrictions shall apply within the area of gasoline contamination in the ROW area as illustrated in Exhibit B.

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; removal of the cap; or, application of loads in excess of the cap load bearing capacity is prohibited, except as follows:

i. When the City is (a) conducting normal Operations and Maintenance ("O&M") of the ROW, utilities, utility vaults or remedial elements located in the ROW, or (b) responding to an emergent situation where public health and safety or the environment is at immediate and substantial risk, then any work, including, but not limited to drilling; digging; piercing the cap; grading; excavation; work on underground utilities; or removal of the cap that is required to conduct normal O&M or to respond to the emergent situation is pre-approved and authorized under this Document, **PROVIDED** that the City shall promptly repair any damage to the cap by replacing the damaged area with similar materials upon completion of the O&M work.

c. Stormwater facilities. To minimize the potential for mobilization of contaminants remaining in the soil and groundwater on the Property, no stormwater infiltration facilities or ponds shall be constructed on the property without approval of Ecology.

d. Vapor/gas controls. The residual contamination on the Property includes volatile chemicals that may generate harmful vapors. As such, all applicable federal, state and local laws regarding vapor control and vapor mitigation shall be applied on the Property to minimize the potential for exposure to these vapors when any work is being conducted in or under the ROW.

Section 3. Access.

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

b. The Grantor freely and voluntarily grants Ecology and its authorized representatives, upon reasonable notice, the right to enter the Property at reasonable times to evaluate the effectiveness of this Covenant and associated remedial actions, and enforce compliance with this Covenant and those actions, including the right to take samples, inspect any remedial actions conducted on the Property, and to inspect related records.

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

Section 4. Notice Requirements.

a. Conveyance of Any Interest. The Grantor, when conveying any interest including but not limited to title, easement, leases, and security or other interests, must:

i. Notify Ecology 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 [COUNTY] COUNTY AUDITOR UNDER RECORDING NUMBER [RECORDING NUMBER]. USES AND ACTIVITIES ON THIS PROPERTY MUST COMPLY WITH THAT COVENANT, A COMPLETE COPY OF WHICH IS ATTACHED TO THIS DOCUMENT.

iii. Unless otherwise agreed to in writing by Ecology, provide Ecology with a complete copy of the executed document within thirty (30) days of the date of execution of such document.

b. Reporting Violations. Should the Grantor become aware of any violation of this Covenant, Grantor shall promptly report such violation to Ecology.

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 of the event and response actions planned or taken as soon as practical after discovery of the event.

d. Any required written notice, approval, or 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.

City of Seattle Maya Hunnewell Real Property and Environmental Mgr. Seattle Department of Transportation PO Box 94709 Seattle, WA 98124-4709 (206) 684-5001 Email: maya.hunnewell@seattle.gov	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 Olympia, WA 98504 – 7600 (360) 407-6000

As an alternative to providing written notice and change in contact information by mail, these documents may be provided electronically in an agreed upon format at the time of submittal.

Section 5. Modification or Termination.

a. 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 Chapter 64.70 RCW and Chapter 70.105D RCW and any rules promulgated under these chapters.

Section 6. Enforcement and Construction.

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

b. Grantor shall direct the County to provide Ecology with the original signed Covenant upon recording of this Covenant.

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 Chapter 70.105D RCW and Chapter 64.70 RCW. 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, 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 the Model Toxics Control Act, chapter 70.105D RCW and Uniform Environmental Covenants Act, chapter 64.70 RCW.

f. The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though such void provision had not been contained herein.

g. A heading used at the beginning of any section or paragraph or exhibit of this Covenant may be used to aid in the interpretation of that section or paragraph or exhibit but does not override the specific requirements in that section or paragraph.

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

EXECUTED this 18 day of July, 2017.

City of Seattle

Scott Kubly
Director, SDOT

GRANTOR INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF King

On this 18th day of July, 2017 I certify that Scott Kubly personally appeared before me, and acknowledged that **he/she** is the individual described herein and who executed the within and foregoing instrument and signed the same at **his/her** free and voluntary act and deed for the uses and purposes therein mentioned.

Michelle Talbot
Notary Public in and for the State of Washington, residing at Anacortes.

My appointment expires 2/15/20.

MICHELLE TALBOT NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 02-15-20

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Barry Ragowski
Section Manager, Toxics Cleanup Program

Dated: 8/4/17

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On this 4th day of August, 2017, I certify that Barry Ragowski personally appeared before me, acknowledged that he is the Section Manager, Toxics Cleanup Program, of the Washington Department of Ecology, the public agency that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said agency, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument for said agency.

VALERIE L. PEARSON NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 3-28-20

Valerie L Pearson

Notary Public in and for the State of Washington, residing at Lacey, WA.
My appointment expires 03-28-2020.

Exhibit A

LEGAL DESCRIPTION

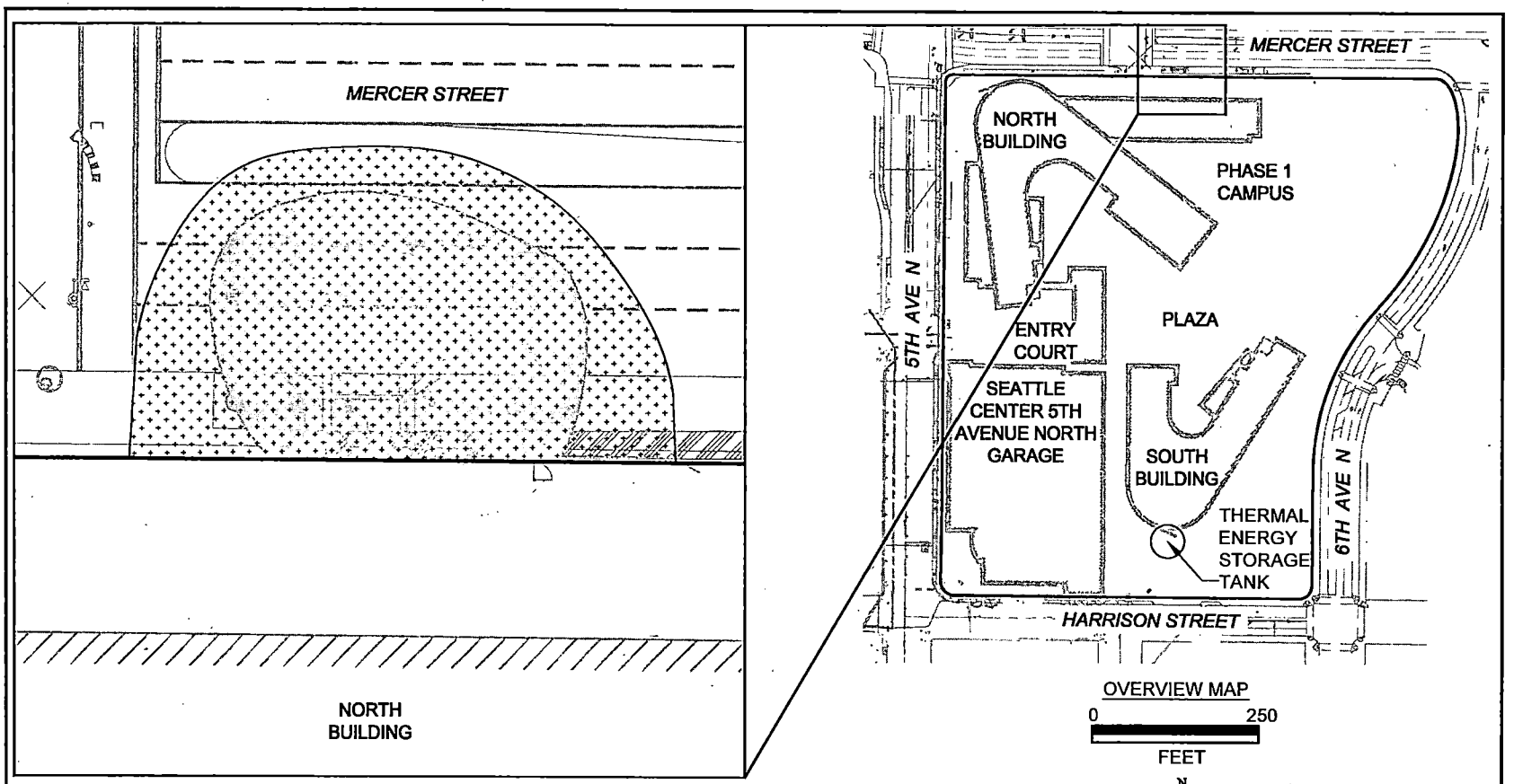
A portion of Parcel B, of City of Seattle Lot Boundary Adjustment No. 3008913, recorded under King County recording No. 20080702900011, more particularly described as follows:

The north 50.00 feet thereof;

Containing an area of 42,941 square feet or 0.9858 acres, more or less.

Situate in the City of Seattle, King County, Washington State

Record Date:12/29/2022 2:38 PM King County, WA
Instrument Number: 20221229000646 Document:QCD Rec: $251.50 Page-23 of 49



NOTES:

1. The locations of all features shown are approximate.
2. This drawing is for information purposes. It is intended to assist in showing features discussed in an attached document. GeoEngineers, Inc. can not guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers, Inc. and will serve as the official record of this communication.

Reference: CAD file entitled "SV1KPFF0001.dwg" dated 01/06/06, provided by KPFF Consulting Engineers.

LEGEND:

- 500 Fifth Avenue North Property Boundary
- Restrictive Covenant Area
- TES — Thermal Energy Storage
- Gasoline Contamination Site

Mercer Street Right-of-Way Restrictive Area

500 Fifth Avenue North Property
Seattle, Washington

GeoEngineers | Exhibit B

Instrument Number: 20170913000099 Document:COV Rec: $84.00 Page-1 of 11
Record Date:9/13/2017 9:51 AM
King County, WA

Return Address:
CHRISTOPHER MAURER, P.E.
DEPARTMENT OF ECOLOGY
P.O. BOX 47600
OLYMPIA, WA 98504-7500

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

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

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

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

Grantor(s) (Last name, first name, initials)

1. City of Seattle 2. _____
3. _____ 4. _____
Additional names on page _____ of document.

Grantee(s) (Last name first, then first name and initials)

1. Washington Department of Ecology 2. _____
3. _____ 4. _____
Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)
A rectangle shaped portion of City-controlled ROW starting 218 feet East of the property boundary corner of Parcel 257040000 at 5th Ave. N and Harrison Street; proceeding South 8 feet; East 34 feet; North 8 feet; then proceeding West 34 feet to starting point; Situate in the City of Seattle, King County, Washington State.
Additional legal is on page 1 and Exhibit B of document.

Assessor's Property Tax Parcel/Account Number ☐ Assessor Tax # not yet assigned
2570400000

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

After Recording Return
Original Signed Covenant to:

Christopher Maurer, P.E.
Department of Ecology
P.O. Box 47600
Olympia, WA 98504-7500

Environmental Covenant

Grantor: City of Seattle

Grantee: State of Washington, Department of Ecology

Brief Legal Description: A rectangle shaped portion of the City-controlled right of way; the start point is the northwest corner of the rectangle, located 218 feet east from the IRIS property boundary at the corner of 5th Ave N and Harrison Street, on the property boundary between the Seattle Center Fifth Avenue North parking garage and Harrison Street; then proceeding South 8 feet; then proceeding East 34 feet; then proceeding North 8 feet; then proceeding West 34 feet back to the Starting Point (See map at Exhibit B).

RECITALS

a. This document is an environmental (restrictive) covenant (hereafter "Covenant") executed pursuant to the Model Toxics Control Act ("MTCA"), chapter 70.105D RCW and Uniform Environmental Covenants Act ("UECA"), chapter 64.70 RCW.

b. The Property that is the subject of this Covenant is part or all of a site commonly known as Mercer Right of Way adjacent to the Gates Foundation Campus North Building. 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 under MTCA. The restrictions on use described in this document are required because residual contamination remains on the Property after completion of remedial actions. Records describing the extent of residual contamination and remedial actions conducted are available through the Washington State Department of Ecology ("Ecology"). These include the following documents:

- Final Feasibility Study for 500 Fifth Avenue North Property, Seattle, Washington, prepared for the Washington State Department of Ecology on behalf of IRIS dated September 7, 2011
- Cleanup Action Plan for the 500 Fifth Avenue Property, Seattle, Washington, prepared for IRIS, dated February 20, 2012
- Property-Wide Cleanup Action Report for the 500 Fifth Avenue North Property, prepared for Washington State Department of Ecology on behalf of IRIS.

Specifically, the following principal contaminants remain on the Property:

Medium	Principle Contaminants Present
Soil	Total Petroleum Hydrocarbons as gasoline and benzene, toluene, ethylbenzene and xylenes (BTEX) in native soil at depths between approximately 25 and 30 feet bgs

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 the Washington State Department of Ecology

e. This Covenant grants the Washington State Department of Ecology, as holder of this Covenant, certain rights specified in this Covenant. The right of the Washington State Department of Ecology as a holder is not an ownership interest under MTCA, Chapter 70.105D RCW or the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") 42 USC Chapter 103.

COVENANT

City of Seattle, as Grantor and fee simple owner of the Property hereby grants to the Washington State Department of Ecology, and its successors and assignees, (hereafter "Ecology") the following covenants. Furthermore, it is the intent of the Grantor that such covenants shall 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, except as authorized by Section 2.b of this Covenant. 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. Amendment to the Covenant. Grantor must notify 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.[1] Before approving any proposal, Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal. If Ecology approves the proposal, the Covenant will be amended to reflect the change.

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 or industrial property. As such, the Property shall be used in perpetuity only for right-of-way purposes and for commercial or industrial land uses as those terms are 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.

b. Containment of Soil/Waste Materials. The remedial action for the Property is based on containing contaminated soil under a cap consisting of the concrete or asphalt road pavement and/or concrete sidewalk located as illustrated in Exhibit B. The primary purpose of this cap is to minimize the potential for contact with contaminated soil and to minimize the leaching of contaminants to groundwater. As such, the following restrictions shall apply within the area of gasoline contamination in the ROW area as illustrated in Exhibit B.

---

[1] Examples of inconsistent uses are: using the Property for a use not allowed under the covenant (for example, mixed residential and commercial use on a property that is restricted to industrial uses); OR, drilling a water supply well when use of the groundwater for water supply is prohibited by the covenant.

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; removal of the cap; or, application of loads in excess of the cap load bearing capacity is prohibited, except as follows:

i. When the City is (a) conducting normal Operations and Maintenance ("O&M") of the ROW, utilities, utility vaults or remedial elements located in the ROW, or (b) responding to an emergent situation where public health and safety or the environment is at immediate and substantial risk, then any work, including, but not limited to drilling; digging; piercing the cap; grading; excavation; work on underground utilities; or removal of the cap that is required to conduct normal O&M or to respond to the emergent situation is pre-approved and authorized under this Document, **PROVIDED** that the City shall promptly repair any damage to the cap by replacing the damaged area with similar materials upon completion of the O&M work.

c. Stormwater facilities. To minimize the potential for mobilization of contaminants remaining in the soil and groundwater on the Property, no stormwater infiltration facilities or ponds shall be constructed on the property without approval of Ecology.

d. Vapor/gas controls. The residual contamination on the Property includes volatile chemicals that may generate harmful vapors. As such, all applicable federal, state and local laws regarding vapor control and vapor mitigation shall be applied on the Property to minimize the potential for exposure to these vapors when any work is being conducted in or under the ROW.

Section 3. Access.

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

b. The Grantor freely and voluntarily grants Ecology and its authorized representatives, upon reasonable notice, the right to enter the Property at reasonable times to evaluate the effectiveness of this Covenant and associated remedial actions, and enforce compliance with this Covenant and those actions, including the right to take samples, inspect any remedial actions conducted on the Property, and to inspect related records.

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

Section 4. Notice Requirements.

a. Conveyance of Any Interest. The Grantor, when conveying any interest including but not limited to title, easement, leases, and security or other interests, must:

i. Notify Ecology 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 [COUNTY] COUNTY AUDITOR UNDER RECORDING NUMBER [RECORDING NUMBER]. USES AND ACTIVITIES ON THIS PROPERTY MUST COMPLY WITH THAT COVENANT, A COMPLETE COPY OF WHICH IS ATTACHED TO THIS DOCUMENT.

iii. Unless otherwise agreed to in writing by Ecology, provide Ecology with a complete copy of the executed document within thirty (30) days of the date of execution of such document.

b. Reporting Violations. Should the Grantor become aware of any violation of this Covenant, Grantor shall promptly report such violation to Ecology.

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 of the event and response actions planned or taken as soon as practical after discovery of the event.

d. Any required written notice, approval, or 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.

City of Seattle Maya Hunnewell Real Property and Environmental Mgr. Seattle Department of Transportation PO Box 94709 Seattle, WA 98124-4709 (206) 684-5001 Email: maya.hunnewell@seattle.gov	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 Olympia, WA 98504 – 7600 (360) 407-6000

As an alternative to providing written notice and change in contact information by mail, these documents may be provided electronically in an agreed upon format at the time of submittal.

Section 5. Modification or Termination.

a. 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 Chapter 64.70 RCW and Chapter 70.105D RCW and any rules promulgated under these chapters.

Section 6. Enforcement and Construction.

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

b. Grantor shall direct the County to provide Ecology with the original signed Covenant upon recording of this Covenant.

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 Chapter 70.105D RCW and Chapter 64.70 RCW. 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, 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 the Model Toxics Control Act, chapter 70.105D RCW and Uniform Environmental Covenants Act, chapter 64.70 RCW.

f. The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though such void provision had not been contained herein.

g. A heading used at the beginning of any section or paragraph or exhibit of this Covenant may be used to aid in the interpretation of that section or paragraph or exhibit but does not override the specific requirements in that section or paragraph.

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

EXECUTED this 18 day of July, 2017.

City of Seattle

Scott Kubly
Director, SDOT

GRANTOR INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF King

On this 18th day of July, 2017, I certify that Scott Kubly personally appeared before me, and acknowledged that **he/she** is the individual described herein and who executed the within and foregoing instrument and signed the same at **his/her** free and voluntary act and deed for the uses and purposes therein mentioned.

Michelle Talbot
Notary Public in and for the State of Washington, residing at Anacortes.

My appointment expires 2/15/20.

MICHELLE TALBOT NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 02-15-20

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Barry Rogowski
Section Manager, Toxics Cleanup Program

Dated: 8/4/17

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On this 4th day of August, 2017, I certify that Barry Ragowski personally appeared before me, acknowledged that he is the Section Manager, Toxics Cleanup Program, of the Washington Department of Ecology, the public agency that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said agency, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument for said agency.

VALERIE L. PEARSON
NOTARY PUBLIC
COMMISSION EXPIRES
3-28-20
STATE OF WASHINGTON

Valerie L Pearson

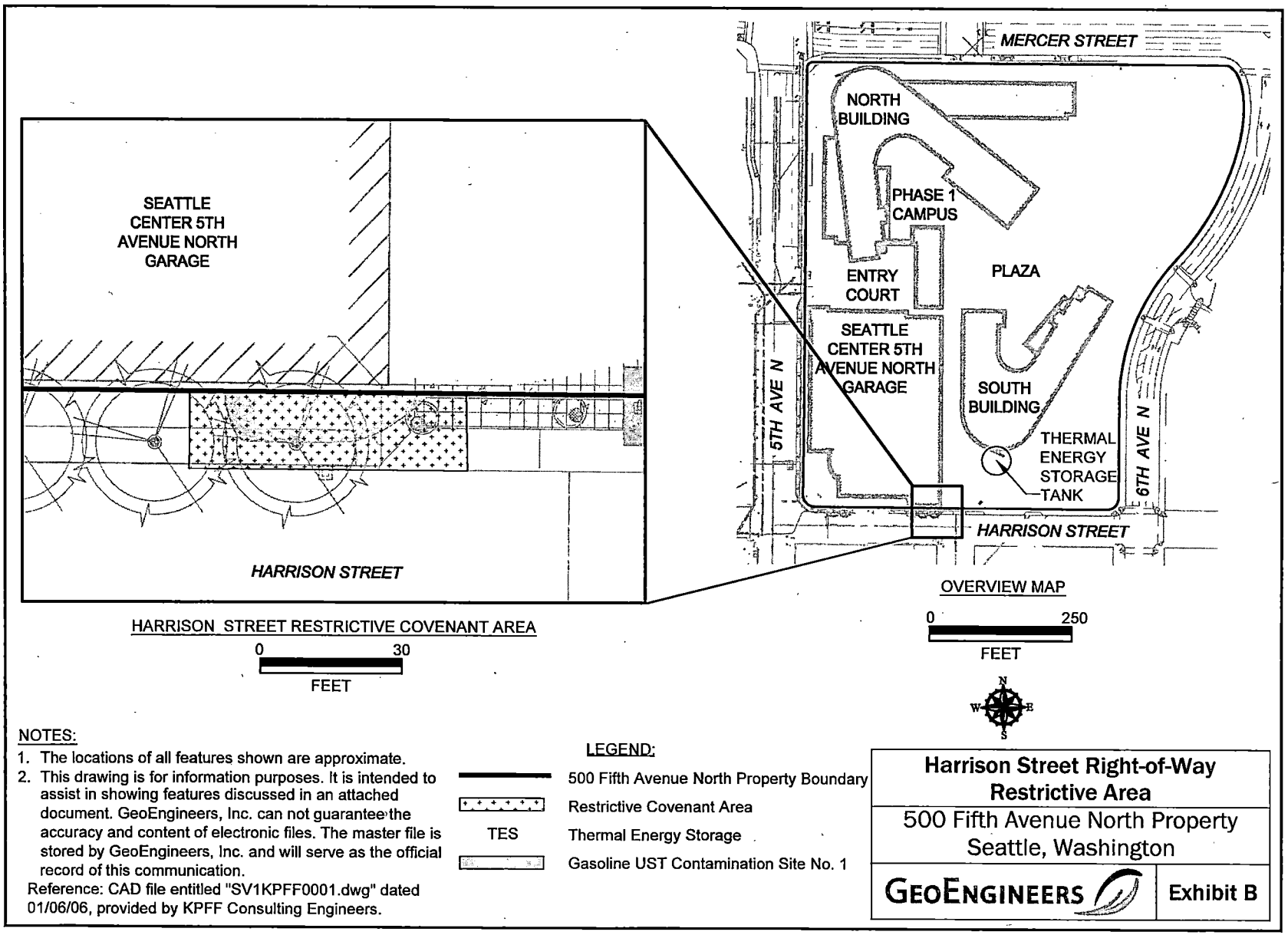
Notary Public in and for the State of Washington, residing at Lacey, WA.
My appointment expires 03-28-2020.

Exhibit A

LEGAL DESCRIPTION

A rectangle shaped portion of the City-controlled right of way; the start point is the northwest corner of the rectangle, located 218 feet east from the IRIS property boundary at the corner of 5th Ave N and Harrison Street, on the property boundary between the Seattle Center Fifth Avenue North parking garage and Harrison Street; then proceeding South 8 feet; then proceeding East 34 feet; then proceeding North 8 feet; then proceeding West 34 feet back to the Starting Point (See map at Exhibit B).

Instrument Number: 20221229000646 Document:QCD Rec: $251.50 Page-34 of 49
Record Date:12/29/2022 2:38 PM King County, WA



NOTES:

1. The locations of all features shown are approximate.
2. This drawing is for information purposes. It is intended to assist in showing features discussed in an attached document. GeoEngineers, Inc. can not guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers, Inc. and will serve as the official record of this communication.

Reference: CAD file entitled "SV1KPFF0001.dwg" dated 01/06/06, provided by KPFF Consulting Engineers.

LEGEND:

- 500 Fifth Avenue North Property Boundary
- Restrictive Covenant Area
- TES — Thermal Energy Storage
- Gasoline UST Contamination Site No. 1

Harrison Street Right-of-Way Restrictive Area

500 Fifth Avenue North Property
Seattle, Washington

GeoEngineers | Exhibit B

Instrument Number: 20221229000646 Document:QCD Rec: $251.50 Page-35 of 49
Record Date:12/29/2022 2:38 PM King County, WA

Instrument Number: 20170915000106 Document: Rec: $88.00 Page-1 of 15
Record Date:9/15/2017 9:23 AM
King County, WA

When Recorded, Return to:

Christopher Maurer, P.E.
Department of Ecology
P.O. Box 47600
Olympia, WA 98504-7500

Environmental Covenant

Grantor: IRIS Holdings, LLC

Grantee: State of Washington, Department of Ecology

Brief Legal Description:
PTN DENNYS DT HOME ADD PCL B SEATTLE BLA #3008913 REC #20080702900011

Tax Parcel No.: 198820-1155

RECITALS

a. This document is an environmental (restrictive) covenant (hereafter "Covenant") executed pursuant to the Model Toxics Control Act ("MTCA"), chapter 70.105D RCW and Uniform Environmental Covenants Act ("UECA"), chapter 64.70 RCW.

b. The Property that is the subject of this Covenant is part or all of a site commonly known as 500 Fifth Avenue North Property, Property Site/Facility Identification No. 2593, VCP No. NW1493. The Property is the headquarters campus of the Bill & Melinda Gates Foundation. It includes all of the property acquired by the Grantor in 2006 from the City of Seattle other than a sliver of north and east sides of the property that was reconveyed to the City of Seattle for road street purposes. 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 under MTCA. This Covenant is required because residual contamination remains on the Property after completion of remedial actions. Specifically, residual contamination remains in-place in the following identified "sites" (as defined by MTCA) on the Property, the locations of which are shown on attached Exhibit C:

- **Gasoline Contamination Site** – Gasoline and benzene contaminated soil related to historic bus barn maintenance and fueling facilities remains in-place in the northern

portion of the Property beneath the Phase 1 Campus North Building and underground parking garage;

- **Contaminated Fill Site** – Randomly distributed residual contamination, generally including metals (arsenic, mercury and lead), cPAHs and petroleum hydrocarbons, related to historic backfill imported to the Property from the Pacific Place Site and other unknown locations remains in-place beyond the 5th Avenue North Parking Garage and Phase 1 Campus construction footprints; and
- **Gasoline UST Contamination Site No. 1** – Gasoline contaminated soil associated with releases from a historic dairy facility gasoline underground storage tank (UST) (now decommissioned) remains in-place beyond the 5th Avenue North Parking Garage and Phase 1 Campus construction footprints.

Stoddard solvent contamination (Stoddard Solvent Contamination Site) resulting from off-Property releases from USTs (now removed) associated with a former dye works/cleaning facility (Basil Lee Property; Site/Facility Identification No. 79418734) is located in soil south of the Property. Remedial actions were completed to remove portions of the Stoddard Solvent Contamination Site within the Property during construction for the 5th Avenue North Parking Garage. Residual off-site contamination currently remains in-place beneath City of Seattle rights-of-way (ROWs) at depths ranging from approximately 10 to 30 feet below ground surface (bgs).

All contamination associated with other identified sites on the Property was removed during construction of the 5th Avenue North Parking Garage and Phase I Bill & Melinda Gates Foundation campus on the Property.

d. The following principle contaminants remain in each of the remaining identified sites on the Property:

- **Gasoline Contamination Site**

Medium	Principle Contaminants Present
Soil	Total Petroleum Hydrocarbons as gasoline and benzene in native soil at depths between approximately 30 and 60 feet below ground surface (bgs)
Groundwater	N/A
Surface Water/Sediment	N/A

- **Contaminated Fill Site** –

Medium	Principle Contaminants Present
Soil	Metals (arsenic, mercury and lead), carcinogenic polycyclic aromatic hydrocarbon (cPAH) and Total Petroleum Hydrocarbons as diesel and heavy oil in soil above the fill – native soil contact layer to depths of approximately 10 to 20 feet

	bgs
Groundwater	N/A
Surface Water/Sediment	N/A

- **Gasoline UST Contamination Site No. 1**

Medium	Principle Contaminants Present
Soil	Total Petroleum Hydrocarbons as gasoline and benzene, toluene, ethylbenzene and xylenes (BTEX) in native soil at depths between approximately 25 and 30 feet bgs
Groundwater	N
Surface Water/Sediment	N/A

e. 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 the Washington State Department of Ecology. This includes the following documents:

- Final Feasibility Study for the 500 Fifth Avenue North Property, Seattle Washington, prepared for the Washington State Department of Ecology on behalf of IRIS, dated September 7, 2011.
- Cleanup Action Plan for the 500 Fifth Avenue North Property, Seattle Washington, prepared for IRIS, dated February 20, 2012.
- Property-Wide Cleanup Action Report for the 500 Fifth Avenue North Property, Seattle Washington, prepared for the Washington State Department of Ecology on behalf of IRIS, dated May 15, 2017.

f. This Covenant grants the Washington State Department of Ecology, as holder of this Covenant, certain rights specified in this Covenant. The right of the Washington State Department of Ecology as a holder is not an ownership interest under MTCA, Chapter 70.105D RCW or the Comprehensive Environmental Response, Compensation, and Liability Act.

COVENANT

IRIS Holdings, LLC, a Washington limited liability company, as Grantor and fee owner of the Property hereby grants to the Washington State Department of Ecology, and its successors and assignees, (hereafter "Ecology") the following covenants. Furthermore, it is the intent of the Grantor that such covenants shall 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. **Amendment to the Covenant.** Grantor must notify 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. Before approving any proposal, Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal. If Ecology approves the proposal, the Covenant will be amended to reflect the change.

Section 2. Specific Prohibitions and Requirements.

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

a. **Containment of soil.** The remedial action for the Property is based on containing contaminated soil under a cap consisting of the following for each of the identified Sites on the Property and located as illustrated in Exhibit D:

- **Gasoline Contamination Site** – Residual contaminated soil is capped by the subgrade building foundations and floorslabs of the Phase 1 Campus Buildings, asphalt paving, roads, concrete sidewalks, and imported topsoil approximately 3 feet in thickness with a visual marker (orange construction fencing, geotextile fabric or similar) underlying the imported topsoil. ;
- **Contaminated Fill Site** – Residual contaminated soil is capped by the asphalt paved roads, concrete sidewalks, imported topsoil approximately 3 feet in thickness with a visual marker (orange construction fencing, geotextile fabric or similar) underlying the imported topsoil and vegetated soil cover; and
- **Gasoline UST Contamination Site No. 1** – Residual contaminated soil is capped by the asphalt paved roads and concrete sidewalks located with the City of Seattle right-of-way and on the Property.

In addition, the migration of residual contamination beneath City of Seattle ROWs onto the Property is being restricted by the 5th Avenue North Parking Garage and Phase 1 Campus subgrade building foundations.

The primary purpose of this cap is to minimize the potential for contact with contaminated media. As such, the following restrictions shall apply to the caps illustrated in Exhibit D:

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, except as follows:

i. If the activity compromising the integrity of the cap such as utility trenching or other maintenance actions result in the direct exposure of contaminated media, the Grantor shall consult with Ecology before the activity on appropriate precautions and restoration procedures, including appropriate disposal of contaminated materials encountered during excavation. Intrusive activities in the capped areas that involve worker contact with contaminated media shall be conducted by individuals that have the appropriate training and certifications for working on hazardous waste sites and in conformance with a site-specific health and safety plan. Unless otherwise agreed to by Ecology, the Grantor shall promptly repair any disturbance to the cap by replacing the damaged area with similar materials and submit written documentation to Ecology documenting the activity within ninety (90) days of completing the repairs.

ii. If the activity compromising the integrity of the cap such as utility trenching or other maintenance actions do not result in the direct exposure of contaminated media, the Grantor shall promptly repair any damage to the cap by replacing the damaged area with similar materials and submit written documentation to Ecology documenting these repairs within ninety (90) days of completing the repairs.

The Grantor shall not alter or remove the existing structures on the Property in any manner that would expose contaminated soil, result in a release to the environment of contaminants, or create a new exposure pathway, without prior written approval of Ecology. Should the Grantor propose to remove all or a portion of the existing structures illustrated in Exhibits C and D so that access to the underlying contamination is feasible, Ecology may require treatment or removal of the underlying contaminated soil.

b. Vapor/gas controls. The residual contamination on the Property includes volatile chemicals that may generate harmful vapors. As such, the following engineering controls have been, and shall be, utilized on the Property within the areas of the identified Sites on the Property to minimize the potential for exposure to these vapors:

- Installation of horizontal vapor extraction piping, passive venting and a chemical vapor barrier (Liquid Boot®) applied to all subgrade surfaces (building walls and floors) of the Phase 1 Campus (beneath, and round, the North and South Buildings and underground

parking garage) and the southern subgrade building wall of the 5th Avenue North Parking garage as illustrated in Exhibit D.

Any future building or other enclosed structure constructed on the Property within 100 feet of the Stoddard Solvent Contamination Site, Gasoline Contamination Site or Gasoline UST Contamination Site No. 1 shall be constructed with a sealed foundation and with a vapor control system installed and maintained to prevent the migration of vapors into the building or structure unless re-evaluation of the vapor conditions indicate that a sealed foundation and with a vapor control system is no longer warranted.

e. Monitoring. Several groundwater monitoring wells and vapor probes are located on the Property to monitor the performance of the remedial action. The Grantor shall maintain clear access to these devices and protect them from damage until such time as they are decommissioned and abandoned in accordance with applicable regulations. 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.

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

Section 4. Notice Requirements.

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

i. Notify Ecology 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 [COUNTY] COUNTY AUDITOR UNDER RECORDING NUMBER [RECORDING NUMBER]. USES AND

ACTIVITIES ON THIS PROPERTY MUST COMPLY WITH THAT COVENANT, A COMPLETE COPY OF WHICH IS ATTACHED TO THIS DOCUMENT.

iii. Unless otherwise agreed to in writing by Ecology, provide Ecology with a complete copy of the executed document within thirty (30) days of the date of execution of such document.

b. Reporting Violations. Should the Grantor become aware of any violation of this Covenant, Grantor shall promptly report such violation to Ecology.

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 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. Any required written notice, approval, or 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.

Director, Global Workplace Resources IRIS Holdings, LLC P.O. Box 23350 Seattle, WA 98102 (206) 770-2040	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 Olympia, WA 98504 – 7600 (360) 407-6000

As an alternative to providing written notice and change in contact information by mail, these documents may be provided electronically in an agreed upon format at the time of submittal.

Section 5. Modification or Termination.

a. 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 Chapter 64.70 RCW and Chapter 70.105D RCW and any rules promulgated under these chapters.

b. By signing this agreement, per RCW 64.70.100, the original signatories to this agreement, other than Ecology, agree to waive all rights to sign amendments to and termination of this Covenant.

Section 6. Enforcement and Construction.

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

b. Grantor shall provide Ecology with an original signed Covenant and proof of recording within ten (10) days of execution of this Covenant.

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 Chapter 70.105D RCW and Chapter 64.70 RCW. 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, 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 the Model Toxics Control Act, chapter 70.105D RCW and Uniform Environmental Covenants Act, chapter 64.70 RCW.

f. The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though such void provision had not been contained herein.

g. A heading used at the beginning of any section or paragraph or exhibit of this Covenant may be used to aid in the interpretation of that section or paragraph or exhibit but does not override the specific requirements in that section or paragraph.

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

EXECUTED this 2ND day of JUNE, 2017

IRIS Holdings, LLC,
a Washington limited liability company

By: _____
AARON J. MASES
Title: DIRECTOR, GLOBAL FACILITIES, EVENTS & TRAVEL

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 2nd day of June, 2017, I certify that Aaron J. Moses personally appeared before me, acknowledged that **he/~~she~~** is the Director, GFET of IRIS Holdings, LLC, the company that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that **he/~~she~~** was authorized to execute said instrument for said company.

Notary Public
State of Washington
CHRISTOPHER M MCNEECE
My Appointment Expires Oct 29, 2019

Notary Public in and for the State of Washington, residing at Renton, WA
My appointment expires 10/29/2019

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Barry Rogowski
Section Manager, Toxics Cleanup Program

Dated: 8/4/17

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On this 4th day of August, 2017, I certify that Barry Rogowski personally appeared before me, acknowledged that he is the Section Manager, Toxics Cleanup Program, of the Washington Department of Ecology, the public agency that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said agency, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument for said agency.

VALERIE L. PEARSON NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 3-28-20

Valerie L Pearson
Notary Public in and for the State of Washington, residing at Lacey, WA.
My appointment expires 03-28-2020

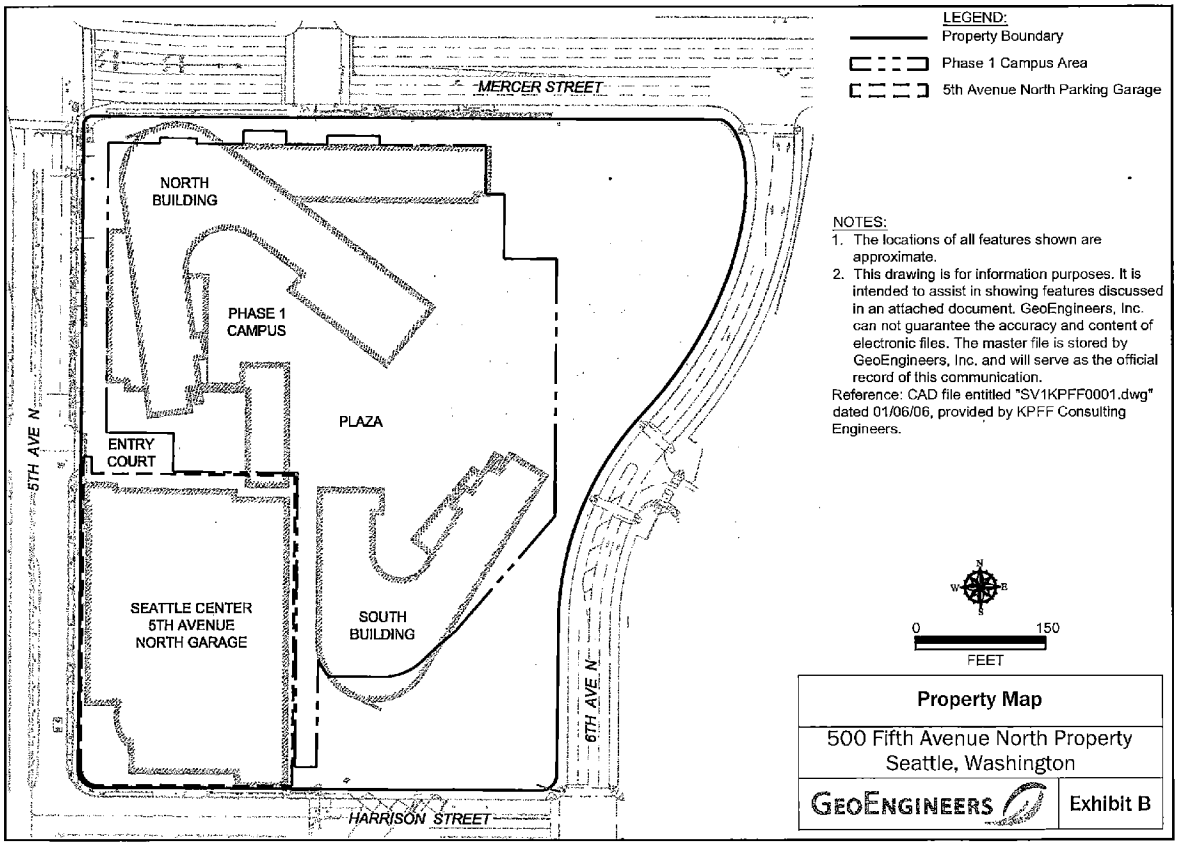
Exhibit A

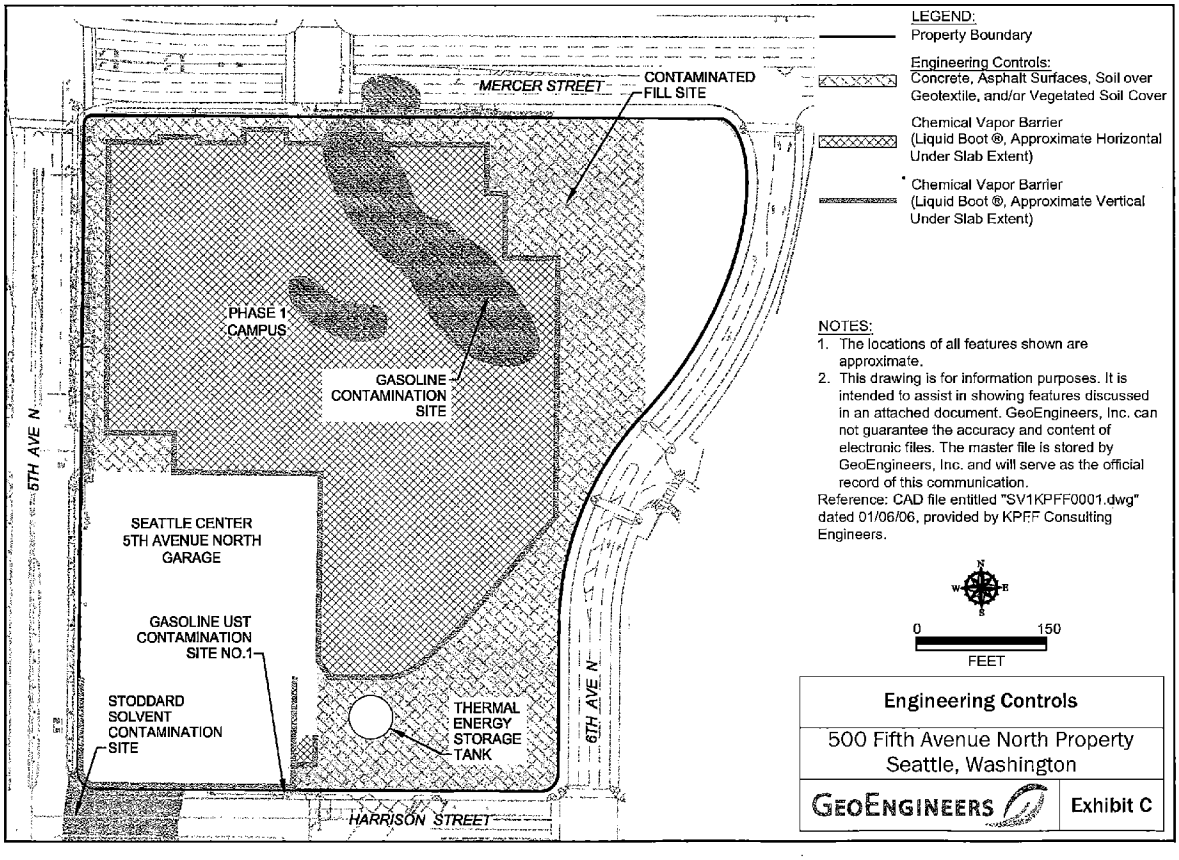
LEGAL DESCRIPTION

Parcels A and B of City of Seattle Lot Boundary Adjustment No. 3008913, recorded under King County Recording No. 20080702900011, in King County, Washington;

EXCEPT those portions conveyed for street purposes to the City of Seattle by deeds recorded under Recording Nos. 20120620001398 and 20120919001435.

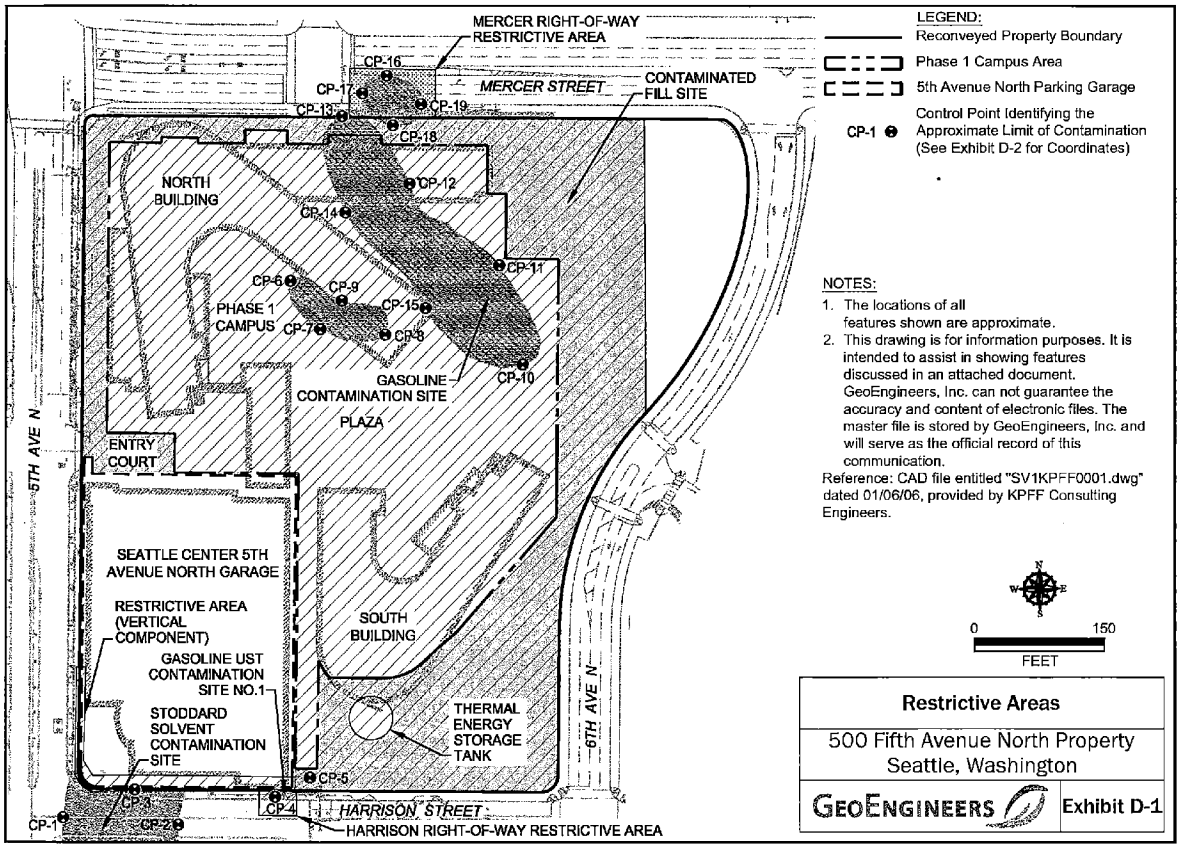
Situate in the City of Seattle, County of King, State of Washington.


MERCER STREET
NORTH BUILDING
PHASE 1 CAMPUS
PLAZA
ENTRY COURT
5TH AVE N
SEATTLE CENTER 5TH AVENUE NORTH GARAGE
SOUTH BUILDING
6TH AVE N
HARRISON STREET
LEGEND:
Property Boundary
Phase 1 Campus Area
5th Avenue North Parking Garage
NOTES:
1. The locations of all features shown are approximate.
2. This drawing is for information purposes. It is intended to assist in showing features discussed in an attached document. GeoEngineers, Inc. can not guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers, Inc. and will serve as the official record of this communication.
Reference: CAD file entitled "SV1KPFF0001.dwg" dated 01/06/06, provided by KPFF Consulting Engineers.
N
W
E
S
0
150
FEET
Property Map
500 Fifth Avenue North Property
Seattle, Washington
GeoEngineers
Exhibit B


MERCER STREET
CONTAMINATED FILL SITE
PHASE 1 CAMPUS
GASOLINE CONTAMINATION SITE
5TH AVE N
SEATTLE CENTER 5TH AVENUE NORTH GARAGE
GASOLINE UST CONTAMINATION SITE NO.1
STODDARD SOLVENT CONTAMINATION SITE
THERMAL ENERGY STORAGE TANK
6TH AVE N
HARRISON STREET
LEGEND:
Property Boundary
Engineering Controls:
Concrete, Asphalt Surfaces, Soil over Geotextile, and/or Vegetated Soil Cover
Chemical Vapor Barrier (Liquid Boot ®, Approximate Horizontal Under Slab Extent)
Chemical Vapor Barrier (Liquid Boot ®, Approximate Vertical Under Slab Extent)
NOTES:
1. The locations of all features shown are approximate.
2. This drawing is for information purposes. It is intended to assist in showing features discussed in an attached document. GeoEngineers, Inc. can not guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers, Inc. and will serve as the official record of this communication.
Reference: CAD file entitled "SV1KPFF0001.dwg" dated 01/06/06, provided by KPFF Consulting Engineers.
N
W
E
S
0
150
FEET
Engineering Controls
500 Fifth Avenue North Property
Seattle, Washington
GeoEngineers
Exhibit C

Instrument Number: 20221229000646 Document:QCD Rec: $251.50 Page-48 of 49
Record Date:12/29/2022 2:38 PM King County, WA

Instrument Number: 20170915000106 Document: Rec: $88.00 Page-14 of 15
Record Date:9/15/2017 9:23 AM King County, WA



Control Point Coordinates		
Control Point #	Northing	Easting
CP-1	230586.6386	1267044.4814
CP-2	230575.7560	1267128.1192
CP-3	230617.4831	1267128.1192
CP-4	230606.2586	1267290.7838
CP-5	230627.9985	1267331.3756
CP-6	231206.9052	1267318.5492
CP-7	231149.8362	1267351.9197
CP-8	231142.2018	1267426.8506
CP-9	231182.6062	1267377.3623
CP-10	231104.6600	1267584.5527
CP-11	231220.8376	1267559.5814
CP-12	231317.9842	1267458.2047
CP-13	231397.8453	1267381.2738
CP-14	231285.5331	1267383.4021
CP-15	231172.5876	1267474.2980
CP-16	231444.3574	1267433.8129
CP-17	231424.3041	1267405.3409
CP-18	231386.6320	1267440.1499
CP-19	231410.6175	1267472.7898

Control Point Coordinates	
500 Fifth Avenue North Property Seattle, Washington	
GeoEngineers	Exhibit D-2

Instrument Number: 20221229000647 Document:QCD Rec: $242.50 Page-1 of 40
Excise Docs: 3222091 Selling Price: $0.00 Tax Amount: $10.00 Record Date:12/29/2022 2:38 PM
Electronically Recorded King County, WA

CTI 224367-SC

After Recording Return To:

Bill & Melinda Gates Foundation
PO Box 23350
Seattle, WA 98102-0000
Attn: Lisa Johnsen

QUIT CLAIM DEED

Grantor: IRIS HOLDINGS, LLC

Grantee: BILL & MELINDA GATES FOUNDATION

Legal Description:
Abbreviated Form: Parcel B, Seattle Boundary Adjustment No. 3008913, 20080702900011

Assessor's Tax Parcel No: 198820-1155-01

THE GRANTOR, IRIS HOLDINGS, LLC, a Washington limited liability company, conveys and quit claims to GRANTEE, BILL & MELINDA GATES FOUNDATION a Washington charitable trust and sole member of IRIS HOLDINGS, LLC, its interest in the following described real estate, situated in the County of King, State of Washington, and all improvements thereon, together with all after acquired title of the GRANTOR therein (the "Property"):

See Exhibit A, attached hereto and incorporated herein.

The Property includes any and all rights, privileges and easements appurtenant to the land, including without limitation all development rights and air rights relating to the land, and any and all easements, rights-of-way and other appurtenances used in connection with the beneficial use and enjoyment of the land.

SUBJECT TO all title matters of record, including without limitation those matters set forth on Exhibit B, attached hereto and incorporated herein.

This deed is effective upon its recording in the official records of King County, Washington.

NOTICE: THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON SEPTEMBER 15, 2017 AND RECORDED WITH THE KING COUNTY AUDITOR UNDER RECORDING NUMBER 20170915000106. IN ADDITION, THIS PROPERTY IS ADJACENT TO PROPERTY ALSO SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON SEPTEMBER 13, 2017 AND RECORDED WITH THE KING COUNTY AUDITOR UNDER RECORDING NUMBER 20170913000099. USES AND ACTIVITIES ON THIS PROPERTY, AND THE ADJACENT PROPERTY, MUST COMPLY WITH THOSE COVENANTS, COMPLETE COPIES OF WHICH ARE ATTACHED AS EXHIBIT C HERETO AND INCORPORATED HEREIN.

Dated December 12, 2022.

GRANTOR:

IRIS HOLDINGS, LLC,
a Washington limited liability company

Jennifer Deger

Jennifer Deger Its Authorized Representative

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 12th day of DECEMBER, 2022, before me personally appeared JENNIFER DEGER to me known to be the AUTHORIZED REPRESENTATIVE of IRIS HOLDINGS, LLC, the Washington limited company that executed the within and foregoing instrument, and acknowledged that said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

RENEE JIN Commission Expires 11-01-2025 NOTARY PUBLIC License Number 21034445 STATE OF WASHINGTON

(Use this space for notarial stamp/seal)

Notary Public
Print Name RENEE JIN
My commission expires 11/01/2025

EXHIBIT A

Legal Description

Parcel B, City of Seattle Lot Boundary Adjustment No. 3008913, recorded under recording number 20080702900011, in King County, Washington;

Together with that portion conveyed by instrument recorded under recording number 20120919001442;

Except the North 50 feet conveyed to the City of Seattle by instrument recorded under recording number 20120620001393; and

Except that portion conveyed for street purposes by instrument recorded under recording number 20120919001435.

EXHIBIT B

Title Exceptions

1. The right to change or establish street grades as condemned by final decree entered October 12, 1912, in King County Superior Court:

   Cause Number: 80654

2. The right to change or establish street grades as condemned by final decree entered July 11, 1956, in King County Superior Court:

   Cause Number: 236360

3. Right to make necessary slopes for cuts and fills upon property herein described as condemned in King County Superior Court Cause Number 486551.

4. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in an ordinance:

Reserved by:	The City of Seattle
Purpose:	The right to reconstruct, maintain and operate all existing utilities
Filing Date:	August 21, 1961
Ordinance No.:	90487
Affects:	Portion of said premises lying within vacated street and alleys

5. Right to make necessary slopes for cuts and fills upon property herein described as provided for in City of Seattle Ordinance Number 100337.

6. Terms and conditions of City of Seattle Ordinance Number 101563 filed November 7, 1972.

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Not disclosed
Purpose:	Lake Union trunk sewer
Recording Date:	May 13, 1981
Recording No.:	8105130603

Affects:	The description contained in instrument is not sufficient to determine its exact location within the property herein described

8. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on survey:

Recording No:	9307299007
Affects:	includes other property

9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	City of Seattle, City Light Department
Purpose:	Electric transmission and distribution system and all necessary appurtenances thereto
Recording Date:	September 8, 2006
Recording No.:	20060908001427
Affects:	Portions of Blocks 64, 65 and 73 as more particularly described in said instrument

10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	City of Seattle, City Light Department
Purpose:	Overhead electric transmission and distribution system with all necessary appurtenances
Recording Date:	November 28, 2006
Recording No.:	20061128000020
Affects:	Portions of Blocks 64, 65 and 73 as more particularly described in said instrument

11. Public Place Indemnity Agreement and the terms and provisions thereof:

Executed by:	Iris Holdings, LLC, a Washington Limited Liability Company
And:	City of Seattle
Recording Date:	January 10, 2007

Recording No.: 20070110000489

12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	The City of Seattle, a municipal corporation
Purpose:	Public sanitary sewer facility with necessary appurtenances
Recording Date:	August 29, 2007
Recording No.:	20070829001202
Affects:	Portion of said premises

13. Consent Agreement and the terms and conditions thereof:

Executed by:	Iris Holdings, LLC, a Washington Limited Liability Company
And:	City of Seattle, a municipal corporation
Recording Date:	August 29, 2007
Recording No.:	20070829001203

Consent to construct a private improvement within portions of the easement area described in document recorded under recording number 20070829001202.

14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	The City of Seattle, a municipal corporation
Purpose:	Service water facilities and appurtenances
Recording Date:	December 19, 2007
Recording No.:	20071219001762
Affects:	Portion of said premises

15. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	The City of Seattle, a municipal corporation
Purpose:	Public sidewalk
Recording Date:	December 21, 2007
Recording No.:	20071221000497
Affects:	Portion of said premises

16. Public Place Indemnity Agreement and the terms and provisions thereof:

Executed by:	Iris Holdings, LLC
And:	City of Seattle
Recording Date:	June 4, 2008

Recording No.: 20080604001639

17. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on City of Seattle Lot Boundary Adjustment Number 3008913:

Recording No: 20080702900011

20. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	Iris Holdings LLC, a Washington Limited Liability Company
Purpose:	Mutual structure location and access
Recording Date:	July 10, 2008
Recording No.:	20080710001168
Affects:	The description contained in the instrument is not sufficient to determine its exact location within the property herein described

21. Public Place Indemnity Agreement for shoring systems in rights-of way and the terms and provisions thereof:

Executed by:	Iris Holdings, LLC, a Washington Limited Liability Company
And:	City of Seattle
Recording Date:	July 11, 2008
Recording No.:	20080711000127

22. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	City of Seattle, a municipal corporation
Purpose:	Access
Recording Date:	July 17, 2008
Recording No.:	20080717000188
Affects:	Southwesterly portion of said premises as described and delineated in said instrument

23. License Agreement and the terms and provisions thereof:

Executed by:	Iris Holdings, LLC, a Washington Limited Liability Company
And:	City of Seattle, a Washington municipal corporation
Recording Date:	July 17, 2008
Recording No.:	20080717000189

25. Covenant Off Site Accessory Parking and the terms and provisions thereof:

Recording Date:	July 17, 2008
Recording No.:	20080717000191

26. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	The City of Seattle, a municipal corporation
Purpose:	Public sanitary sewer facility
Recording Date:	October 27, 2008
Recording No.:	20081027000315
Affects:	Portion of said premises

27. Consent Agreement and the terms and provisions thereof:

Executed by:	City of Seattle and Iris Holdings, LLC
Recording Date:	October 27, 2008
Recording No.:	20081027000322

Consent regarding easements described in document recorded under recording number 20070829001202 and 20081027000315.

28. Transportation Management Program and the terms and provisions thereof:

Recording Date:	January 22, 2009
Recording No.:	20090122000565

29. Equipment Transportation Agreement and the terms and provisions thereof:

Executed by:	Iris Holdings, LLC
And:	City of Seattle, City Light Department
Recording Date:	January 29, 2010
Recording No.:	20100129000693

30. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	City of Seattle, a municipal corporation
Purpose:	Public sidewalk
Recording Date:	February 25, 2011
Recording No.:	20110225001376
Affects:	Portions of said premises

31. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date:	June 20, 2012
Recording No.:	20120620001393

32. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	City of Seattle, a Washington municipal corporation, by and through its City Light Department
Purpose:	Relocated utilities, electric transmission and/or distribution system and appurtenances
Recording Date:	September 7, 2012
Recording No.:	20120907000940
Affects:	Portion of said premises as described as described and delineated in said instrument

33. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	City of Seattle, a municipal corporation
Purpose:	Sanitary sewer, maintenance hole, and 8" combo fire/domestic water service vault with necessary appurtenances
Recording Date:	September 7, 2012
Recording No.:	20120907000941
Affects:	Portion of said as described herein

Said easement has been rerecorded under instruments recorded under recording numbers 20120919001443, 20120927001888 and 20120928001414.

34. Property Use and Development Agreement and the terms and provisions thereof:

Executed by:	Iris Holdings, LLC, a Washington Limited Liability Company
And:	City of Seattle
Recording Date:	September 7, 2012
Recording No.:	20120907000942

35. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date:	September 19, 2012
Recording No.:	20120919001435

36. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to:	City of Seattle, a municipal corporation
Purpose:	Street
Recording Date:	September 19, 2012
Recording No.:	20120919001440
Affects:	As described and delineated in said instrument

37. Reservations and recitals contained in the Deed as set forth below:

Grantor:	City of Seattle
Grantee:	IRIS Holdings, LLC, a Washington limited liability company
Dated:	September 6, 2012
Recording Date:	September 19, 2012
Recording No.:	20120919001442

38. Relinquishment of access to State Highway Number 99 and of light, view and air by Deed:

Grantee:	State of Washington
Recording Date:	November 5, 2013
Recording No.:	20131105000642

39. Public Place Indemnity Agreement and the terms and provisions thereof:

Executed by:	Iris Holdings, LLC
And:	City of Seattle

Recording Date: April 8, 2014
Recording No.: 20140408000846

40. Environmental Covenant, including the terms and provisions thereof:

Grantor: City of Seattle
Grantee: State of Washington, Department of Ecology
Recording Date: September 13, 2017
Recording No.: 20170913000098

41. Environmental Covenant, including the terms and provisions thereof:

Grantor: City of Seattle
Grantee: State of Washington, Department of Ecology
Recording Date: September 13, 2017
Recording No.: 20170913000099

42. Environmental Covenant, including the terms and provisions thereof:

Grantor: IRIS Holdings, LLC
Grantee: State of Washington, Department of Ecology
Recording Date: September 15, 2017
Recording No.: 20170915000106

43. Memorandum of Drainage Control, including the terms and provisions thereof:

Recording Date: January 11, 2018
Recording No.: 20180111000880

44. Memorandum of Drainage Control, including the terms and provisions thereof:

Recording Date: August 6, 2019
Recording No.: 20190806000174

51. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document:

Entitled: Memorandum of Temporary Ground Lease
Lessor: IRIS Holdings, LLC, a Washington limited liability company
Lessee: City of Seattle, a Washington municipal corporation
Recording Date: November 28, 2006
Recording No.: 20061128000017

52. An unrecorded lease with certain terms, covenants, conditions and provisions set

forth therein as disclosed by the document:

Entitled:	Memorandum of Ground Lease (Garage)
Lessor:	Iris Holdings, LLC, a Washington Limited Liability Company
Lessee:	City of Seattle, a Washington municipal corporation
Recording Date:	July 17, 2008
Recording No.:	20080717000186

53. A right of first refusal to purchase said Land with certain terms, covenants, conditions and provisions as set forth in the document:

Executed by:	IRIS Holdings, LLC., a Washington Limited Liability Company and the City of Seattle, a Washington municipal corporation
Disclosed by:	Rights of First Offer Agreement
Recording Date:	November 22, 2006
Recording No.:	20061128000018

Said agreement was amended by instrument recorded under recording number 2012091900144.

EXHIBIT C

Environmental Covenants

{attached}

Instrument Number: 20170913000099 Document:COV Rec: $84.00 Page-1 of 11
Record Date:9/13/2017 9:51 AM
King County, WA

Return Address:
CHRISTOPHER MAURER, P.E.
DEPARTMENT OF ECOLOGY
P.O. BOX 47600
OLYMPIA, WA 98504-7500

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

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

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

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

Grantor(s) (Last name, first name, initials)

1. City of Seattle 2. _____
3. _____ 4. _____
Additional names on page _____ of document.

Grantee(s) (Last name first, then first name and initials)

1. Washington Department of Ecology 2. _____
3. _____ 4. _____
Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)
A rectangle shaped portion of City-controlled ROW starting 218 feet East of the property boundary corner of Parcel 257040000 at 5th Ave. N and Harrison Street; proceeding South 8 feet; East 34 feet; North 8 feet; then proceeding West 34 feet to starting point; Situate in the City of Seattle, King County, Washington State.
Additional legal is on page 1 and Exhibit B of document.

Assessor's Property Tax Parcel/Account Number ☐ Assessor Tax # not yet assigned
2570400000

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

After Recording Return
Original Signed Covenant to:

Christopher Maurer, P.E.
Department of Ecology
P.O. Box 47600
Olympia, WA 98504-7500

Environmental Covenant

Grantor: City of Seattle

Grantee: State of Washington, Department of Ecology

Brief Legal Description: A rectangle shaped portion of the City-controlled right of way; the start point is the northwest corner of the rectangle, located 218 feet east from the IRIS property boundary at the corner of 5th Ave N and Harrison Street, on the property boundary between the Seattle Center Fifth Avenue North parking garage and Harrison Street; then proceeding South 8 feet; then proceeding East 34 feet; then proceeding North 8 feet; then proceeding West 34 feet back to the Starting Point (See map at Exhibit B).

RECITALS

a. This document is an environmental (restrictive) covenant (hereafter "Covenant") executed pursuant to the Model Toxics Control Act ("MTCA"), chapter 70.105D RCW and Uniform Environmental Covenants Act ("UECA"), chapter 64.70 RCW.

b. The Property that is the subject of this Covenant is part or all of a site commonly known as Mercer Right of Way adjacent to the Gates Foundation Campus North Building. 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 under MTCA. The restrictions on use described in this document are required because residual contamination remains on the Property after completion of remedial actions. Records describing the extent of residual contamination and remedial actions conducted are available through the Washington State Department of Ecology ("Ecology"). These include the following documents:

- Final Feasibility Study for 500 Fifth Avenue North Property, Seattle, Washington, prepared for the Washington State Department of Ecology on behalf of IRIS dated September 7, 2011
- Cleanup Action Plan for the 500 Fifth Avenue Property, Seattle, Washington, prepared for IRIS, dated February 20, 2012
- Property-Wide Cleanup Action Report for the 500 Fifth Avenue North Property, prepared for Washington State Department of Ecology on behalf of IRIS.

Specifically, the following principal contaminants remain on the Property:

Medium	Principle Contaminants Present
Soil	Total Petroleum Hydrocarbons as gasoline and benzene, toluene, ethylbenzene and xylenes (BTEX) in native soil at depths between approximately 25 and 30 feet bgs

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 the Washington State Department of Ecology

e. This Covenant grants the Washington State Department of Ecology, as holder of this Covenant, certain rights specified in this Covenant. The right of the Washington State Department of Ecology as a holder is not an ownership interest under MTCA, Chapter 70.105D RCW or the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") 42 USC Chapter 103.

COVENANT

City of Seattle, as Grantor and fee simple owner of the Property hereby grants to the Washington State Department of Ecology, and its successors and assignees, (hereafter "Ecology") the following covenants. Furthermore, it is the intent of the Grantor that such covenants shall 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, except as authorized by Section 2.b of this Covenant. 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. Amendment to the Covenant. Grantor must notify 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.[1] Before approving any proposal, Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal. If Ecology approves the proposal, the Covenant will be amended to reflect the change.

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 or industrial property. As such, the Property shall be used in perpetuity only for right-of-way purposes and for commercial or industrial land uses as those terms are 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.

b. Containment of Soil/Waste Materials. The remedial action for the Property is based on containing contaminated soil under a cap consisting of the concrete or asphalt road pavement and/or concrete sidewalk located as illustrated in Exhibit B. The primary purpose of this cap is to minimize the potential for contact with contaminated soil and to minimize the leaching of contaminants to groundwater. As such, the following restrictions shall apply within the area of gasoline contamination in the ROW area as illustrated in Exhibit B.

---

[1] Examples of inconsistent uses are: using the Property for a use not allowed under the covenant (for example, mixed residential and commercial use on a property that is restricted to industrial uses); OR, drilling a water supply well when use of the groundwater for water supply is prohibited by the covenant.

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; removal of the cap; or, application of loads in excess of the cap load bearing capacity is prohibited, except as follows:

i. When the City is (a) conducting normal Operations and Maintenance ("O&M") of the ROW, utilities, utility vaults or remedial elements located in the ROW, or (b) responding to an emergent situation where public health and safety or the environment is at immediate and substantial risk, then any work, including, but not limited to drilling; digging; piercing the cap; grading; excavation; work on underground utilities; or removal of the cap that is required to conduct normal O&M or to respond to the emergent situation is pre-approved and authorized under this Document, **PROVIDED** that the City shall promptly repair any damage to the cap by replacing the damaged area with similar materials upon completion of the O&M work.

c. Stormwater facilities. To minimize the potential for mobilization of contaminants remaining in the soil and groundwater on the Property, no stormwater infiltration facilities or ponds shall be constructed on the property without approval of Ecology.

d. Vapor/gas controls. The residual contamination on the Property includes volatile chemicals that may generate harmful vapors. As such, all applicable federal, state and local laws regarding vapor control and vapor mitigation shall be applied on the Property to minimize the potential for exposure to these vapors when any work is being conducted in or under the ROW.

Section 3. Access.

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

b. The Grantor freely and voluntarily grants Ecology and its authorized representatives, upon reasonable notice, the right to enter the Property at reasonable times to evaluate the effectiveness of this Covenant and associated remedial actions, and enforce compliance with this Covenant and those actions, including the right to take samples, inspect any remedial actions conducted on the Property, and to inspect related records.

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

Section 4. Notice Requirements.

a. Conveyance of Any Interest. The Grantor, when conveying any interest including but not limited to title, easement, leases, and security or other interests, must:

i. Notify Ecology 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 [COUNTY] COUNTY AUDITOR UNDER RECORDING NUMBER [RECORDING NUMBER]. USES AND ACTIVITIES ON THIS PROPERTY MUST COMPLY WITH THAT COVENANT, A COMPLETE COPY OF WHICH IS ATTACHED TO THIS DOCUMENT.

iii. Unless otherwise agreed to in writing by Ecology, provide Ecology with a complete copy of the executed document within thirty (30) days of the date of execution of such document.

b. Reporting Violations. Should the Grantor become aware of any violation of this Covenant, Grantor shall promptly report such violation to Ecology.

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 of the event and response actions planned or taken as soon as practical after discovery of the event.

d. Any required written notice, approval, or 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.

City of Seattle Maya Hunnewell Real Property and Environmental Mgr. Seattle Department of Transportation PO Box 94709 Seattle, WA 98124-4709 (206) 684-5001 Email: maya.hunnewell@seattle.gov	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 Olympia, WA 98504 – 7600 (360) 407-6000

As an alternative to providing written notice and change in contact information by mail, these documents may be provided electronically in an agreed upon format at the time of submittal.

Section 5. Modification or Termination.

a. 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 Chapter 64.70 RCW and Chapter 70.105D RCW and any rules promulgated under these chapters.

Section 6. Enforcement and Construction.

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

b. Grantor shall direct the County to provide Ecology with the original signed Covenant upon recording of this Covenant.

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 Chapter 70.105D RCW and Chapter 64.70 RCW. 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, 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 the Model Toxics Control Act, chapter 70.105D RCW and Uniform Environmental Covenants Act, chapter 64.70 RCW.

f. The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though such void provision had not been contained herein.

g. A heading used at the beginning of any section or paragraph or exhibit of this Covenant may be used to aid in the interpretation of that section or paragraph or exhibit but does not override the specific requirements in that section or paragraph.

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

EXECUTED this 18 day of July, 2017.

City of Seattle

Scott Kubly
Director, SDOT

GRANTOR INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF King

On this 18th day of July, 2017, I certify that Scott Kubly personally appeared before me, and acknowledged that **he/she** is the individual described herein and who executed the within and foregoing instrument and signed the same at **his/her** free and voluntary act and deed for the uses and purposes therein mentioned.

Michelle Talbot
Notary Public in and for the State of Washington, residing at Anacortes.

My appointment expires 2/15/20.

MICHELLE TALBOT NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 02-15-20

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Barry Rogowski
Section Manager, Toxics Cleanup Program

Dated: 8/4/17

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On this 4th day of August, 2017, I certify that Barry Ragowski personally appeared before me, acknowledged that he is the Section Manager, Toxics Cleanup Program, of the Washington Department of Ecology, the public agency that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said agency, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument for said agency.

VALERIE L. PEARSON NOTARY PUBLIC COMMISSION EXPIRES 3-28-20 STATE OF WASHINGTON

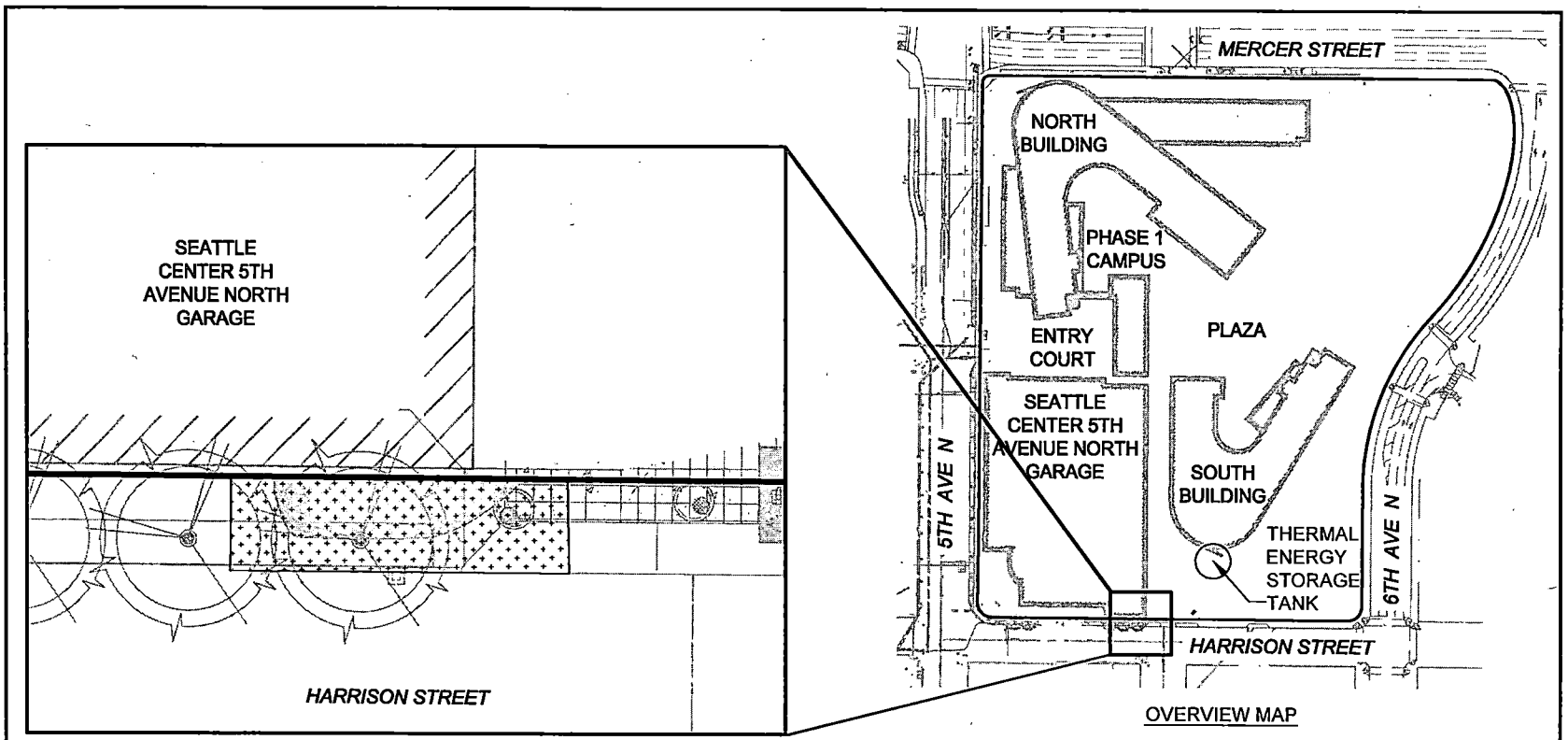
Notary Public in and for the State of Washington, residing at Lacey, WA.
My appointment expires 03-28-2020.

Exhibit A

LEGAL DESCRIPTION

A rectangle shaped portion of the City-controlled right of way; the start point is the northwest corner of the rectangle, located 218 feet east from the IRIS property boundary at the corner of 5th Ave N and Harrison Street, on the property boundary between the Seattle Center Fifth Avenue North parking garage and Harrison Street; then proceeding South 8 feet; then proceeding East 34 feet; then proceeding North 8 feet; then proceeding West 34 feet back to the Starting Point (See map at Exhibit B).

Instrument Number: 202212290000647 Document:QCD Rec: $242.50 Page-25 of 40
Record Date:12/29/2022 2:38 PM King County, WA



NOTES:

1. The locations of all features shown are approximate.
2. This drawing is for information purposes. It is intended to assist in showing features discussed in an attached document. GeoEngineers, Inc. can not guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers, Inc. and will serve as the official record of this communication.

Reference: CAD file entitled "SV1KPFF0001.dwg" dated 01/06/06, provided by KPFF Consulting Engineers.

LEGEND:

- 500 Fifth Avenue North Property Boundary
- Restrictive Covenant Area
- TES — Thermal Energy Storage
- Gasoline UST Contamination Site No. 1

Harrison Street Right-of-Way Restrictive Area

500 Fifth Avenue North Property
Seattle, Washington

GeoEngineers | Exhibit B

Instrument Number: 20170915000106 Document: Rec: $88.00 Page-1 of 15
Record Date:9/15/2017 9:23 AM
King County, WA

When Recorded, Return to:

Christopher Maurer, P.E.
Department of Ecology
P.O. Box 47600
Olympia, WA 98504-7500

Environmental Covenant

Grantor: IRIS Holdings, LLC

Grantee: State of Washington, Department of Ecology

Brief Legal Description:
PTN DENNYS DT HOME ADD PCL B SEATTLE BLA #3008913 REC #20080702900011

Tax Parcel No.: 198820-1155

RECITALS

a. This document is an environmental (restrictive) covenant (hereafter "Covenant") executed pursuant to the Model Toxics Control Act ("MTCA"), chapter 70.105D RCW and Uniform Environmental Covenants Act ("UECA"), chapter 64.70 RCW.

b. The Property that is the subject of this Covenant is part or all of a site commonly known as 500 Fifth Avenue North Property, Property Site/Facility Identification No. 2593, VCP No. NW1493. The Property is the headquarters campus of the Bill & Melinda Gates Foundation. It includes all of the property acquired by the Grantor in 2006 from the City of Seattle other than a sliver of north and east sides of the property that was reconveyed to the City of Seattle for road street purposes. 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 under MTCA. This Covenant is required because residual contamination remains on the Property after completion of remedial actions. Specifically, residual contamination remains in-place in the following identified "sites" (as defined by MTCA) on the Property, the locations of which are shown on attached Exhibit C:

- **Gasoline Contamination Site** – Gasoline and benzene contaminated soil related to historic bus barn maintenance and fueling facilities remains in-place in the northern

portion of the Property beneath the Phase 1 Campus North Building and underground parking garage;

- **Contaminated Fill Site** – Randomly distributed residual contamination, generally including metals (arsenic, mercury and lead), cPAHs and petroleum hydrocarbons, related to historic backfill imported to the Property from the Pacific Place Site and other unknown locations remains in-place beyond the 5th Avenue North Parking Garage and Phase 1 Campus construction footprints; and
- **Gasoline UST Contamination Site No. 1** – Gasoline contaminated soil associated with releases from a historic dairy facility gasoline underground storage tank (UST) (now decommissioned) remains in-place beyond the 5th Avenue North Parking Garage and Phase 1 Campus construction footprints.

Stoddard solvent contamination (Stoddard Solvent Contamination Site) resulting from off-Property releases from USTs (now removed) associated with a former dye works/cleaning facility (Basil Lee Property; Site/Facility Identification No. 79418734) is located in soil south of the Property. Remedial actions were completed to remove portions of the Stoddard Solvent Contamination Site within the Property during construction for the 5th Avenue North Parking Garage. Residual off-site contamination currently remains in-place beneath City of Seattle rights-of-way (ROWs) at depths ranging from approximately 10 to 30 feet below ground surface (bgs).

All contamination associated with other identified sites on the Property was removed during construction of the 5th Avenue North Parking Garage and Phase I Bill & Melinda Gates Foundation campus on the Property.

d. The following principle contaminants remain in each of the remaining identified sites on the Property:

- **Gasoline Contamination Site** –

Medium	Principle Contaminants Present
Soil	Total Petroleum Hydrocarbons as gasoline and benzene in native soil at depths between approximately 30 and 60 feet below ground surface (bgs)
Groundwater	N/A
Surface Water/Sediment	N/A

- **Contaminated Fill Site** –

Medium	Principle Contaminants Present
Soil	Metals (arsenic, mercury and lead), carcinogenic polycyclic aromatic hydrocarbon (cPAH) and Total Petroleum Hydrocarbons as diesel and heavy oil in soil above the fill – native soil contact layer to depths of approximately 10 to 20 feet

	bgs
Groundwater	N/A
Surface Water/Sediment	N/A

- **Gasoline UST Contamination Site No. 1 –**

Medium	Principle Contaminants Present
Soil	Total Petroleum Hydrocarbons as gasoline and benzene, toluene, ethylbenzene and xylenes (BTEX) in native soil at depths between approximately 25 and 30 feet bgs
Groundwater	N
Surface Water/Sediment	N/A

e. 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 the Washington State Department of Ecology. This includes the following documents:

- Final Feasibility Study for the 500 Fifth Avenue North Property, Seattle Washington, prepared for the Washington State Department of Ecology on behalf of IRIS, dated September 7, 2011.
- Cleanup Action Plan for the 500 Fifth Avenue North Property, Seattle Washington, prepared for IRIS, dated February 20, 2012.
- Property-Wide Cleanup Action Report for the 500 Fifth Avenue North Property, Seattle Washington, prepared for the Washington State Department of Ecology on behalf of IRIS, dated May 15, 2017.

f. This Covenant grants the Washington State Department of Ecology, as holder of this Covenant, certain rights specified in this Covenant. The right of the Washington State Department of Ecology as a holder is not an ownership interest under MTCA, Chapter 70.105D RCW or the Comprehensive Environmental Response, Compensation, and Liability Act.

COVENANT

IRIS Holdings, LLC, a Washington limited liability company, as Grantor and fee owner of the Property hereby grants to the Washington State Department of Ecology, and its successors and assignees, (hereafter "Ecology") the following covenants. Furthermore, it is the intent of the Grantor that such covenants shall 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. Amendment to the Covenant. Grantor must notify 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. Before approving any proposal, Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal. If Ecology approves the proposal, the Covenant will be amended to reflect the change.

Section 2. Specific Prohibitions and Requirements.

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

a. Containment of soil. The remedial action for the Property is based on containing contaminated soil under a cap consisting of the following for each of the identified Sites on the Property and located as illustrated in Exhibit D:

- **Gasoline Contamination Site** – Residual contaminated soil is capped by the subgrade building foundations and floorslabs of the Phase 1 Campus Buildings, asphalt paving, roads, concrete sidewalks, and imported topsoil approximately 3 feet in thickness with a visual marker (orange construction fencing, geotextile fabric or similar) underlying the imported topsoil. ;
- **Contaminated Fill Site** – Residual contaminated soil is capped by the asphalt paved roads, concrete sidewalks, imported topsoil approximately 3 feet in thickness with a visual marker (orange construction fencing, geotextile fabric or similar) underlying the imported topsoil and vegetated soil cover; and
- **Gasoline UST Contamination Site No. 1** – Residual contaminated soil is capped by the asphalt paved roads and concrete sidewalks located with the City of Seattle right-of-way and on the Property.

In addition, the migration of residual contamination beneath City of Seattle ROWs onto the Property is being restricted by the 5th Avenue North Parking Garage and Phase 1 Campus subgrade building foundations.

The primary purpose of this cap is to minimize the potential for contact with contaminated media. As such, the following restrictions shall apply to the caps illustrated in Exhibit D:

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, except as follows:

i. If the activity compromising the integrity of the cap such as utility trenching or other maintenance actions result in the direct exposure of contaminated media, the Grantor shall consult with Ecology before the activity on appropriate precautions and restoration procedures, including appropriate disposal of contaminated materials encountered during excavation. Intrusive activities in the capped areas that involve worker contact with contaminated media shall be conducted by individuals that have the appropriate training and certifications for working on hazardous waste sites and in conformance with a site-specific health and safety plan. Unless otherwise agreed to by Ecology, the Grantor shall promptly repair any disturbance to the cap by replacing the damaged area with similar materials and submit written documentation to Ecology documenting the activity within ninety (90) days of completing the repairs.

ii. If the activity compromising the integrity of the cap such as utility trenching or other maintenance actions do not result in the direct exposure of contaminated media, the Grantor shall promptly repair any damage to the cap by replacing the damaged area with similar materials and submit written documentation to Ecology documenting these repairs within ninety (90) days of completing the repairs.

The Grantor shall not alter or remove the existing structures on the Property in any manner that would expose contaminated soil, result in a release to the environment of contaminants, or create a new exposure pathway, without prior written approval of Ecology. Should the Grantor propose to remove all or a portion of the existing structures illustrated in Exhibits C and D so that access to the underlying contamination is feasible, Ecology may require treatment or removal of the underlying contaminated soil.

b. Vapor/gas controls. The residual contamination on the Property includes volatile chemicals that may generate harmful vapors. As such, the following engineering controls have been, and shall be, utilized on the Property within the areas of the identified Sites on the Property to minimize the potential for exposure to these vapors:

- Installation of horizontal vapor extraction piping, passive venting and a chemical vapor barrier (Liquid Boot®) applied to all subgrade surfaces (building walls and floors) of the Phase 1 Campus (beneath, and round, the North and South Buildings and underground

Instrument Number: 20221229000647 Document:QCD Rec: $242.50 Page-31 of 40
Record Date:12/29/2022 2:38 PM King County, WA

parking garage) and the southern subgrade building wall of the 5th Avenue North Parking garage as illustrated in Exhibit D.

Any future building or other enclosed structure constructed on the Property within 100 feet of the Stoddard Solvent Contamination Site, Gasoline Contamination Site or Gasoline UST Contamination Site No. 1 shall be constructed with a sealed foundation and with a vapor control system installed and maintained to prevent the migration of vapors into the building or structure unless re-evaluation of the vapor conditions indicate that a sealed foundation and with a vapor control system is no longer warranted.

e. **Monitoring.** Several groundwater monitoring wells and vapor probes are located on the Property to monitor the performance of the remedial action. The Grantor shall maintain clear access to these devices and protect them from damage until such time as they are decommissioned and abandoned in accordance with applicable regulations. 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.

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

Section 4. Notice Requirements.

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

i. Notify Ecology 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 [COUNTY] COUNTY AUDITOR UNDER RECORDING NUMBER [RECORDING NUMBER]. USES AND

ACTIVITIES ON THIS PROPERTY MUST COMPLY WITH THAT COVENANT, A COMPLETE COPY OF WHICH IS ATTACHED TO THIS DOCUMENT.

iii. Unless otherwise agreed to in writing by Ecology, provide Ecology with a complete copy of the executed document within thirty (30) days of the date of execution of such document.

b. Reporting Violations. Should the Grantor become aware of any violation of this Covenant, Grantor shall promptly report such violation to Ecology.

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 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. Any required written notice, approval, or 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.

Director, Global Workplace Resources IRIS Holdings, LLC P.O. Box 23350 Seattle, WA 98102 (206) 770-2040	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 Olympia, WA 98504 – 7600 (360) 407-6000

As an alternative to providing written notice and change in contact information by mail, these documents may be provided electronically in an agreed upon format at the time of submittal.

Section 5. Modification or Termination.

a. 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 Chapter 64.70 RCW and Chapter 70.105D RCW and any rules promulgated under these chapters.

b. By signing this agreement, per RCW 64.70.100, the original signatories to this agreement, other than Ecology, agree to waive all rights to sign amendments to and termination of this Covenant.

Section 6. Enforcement and Construction.

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

b. Grantor shall provide Ecology with an original signed Covenant and proof of recording within ten (10) days of execution of this Covenant.

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 Chapter 70.105D RCW and Chapter 64.70 RCW. 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, 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 the Model Toxics Control Act, chapter 70.105D RCW and Uniform Environmental Covenants Act, chapter 64.70 RCW.

f. The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though such void provision had not been contained herein.

g. A heading used at the beginning of any section or paragraph or exhibit of this Covenant may be used to aid in the interpretation of that section or paragraph or exhibit but does not override the specific requirements in that section or paragraph.

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

EXECUTED this 2ND day of JUNE, 2017

IRIS Holdings, LLC,
a Washington limited liability company

By _____
AARON J. MASES
Title: DIRECTOR, GLOBAL FACILITIES, EVENTS & TRAVEL

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 2nd day of June, 2017, I certify that Aaron J. Moses personally appeared before me, acknowledged that **he/~~she~~** is the Director, GFET of IRIS Holdings, LLC, the company that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that **he/~~she~~** was authorized to execute said instrument for said company.

Notary Public
State of Washington
CHRISTOPHER M MCNEECE
My Appointment Expires Oct 29, 2019

Notary Public in and for the State of Washington, residing at Renton, WA.
My appointment expires 10/29/2019.

Instrument Number: 20221229000647 Document:QCD Rec: $242.50 Page-35 of 40
Record Date:12/29/2022 2:38 PM King County, WA

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Barry Rogowski
Section Manager, Toxics Cleanup Program

Dated: 8/4/17

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On this 4th day of August, 2017, I certify that Barry Rogowski personally appeared before me, acknowledged that he is the Section Manager, Toxics Cleanup Program, of the Washington Department of Ecology, the public agency that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said agency, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument for said agency.

VALERIE L. PEARSON
NOTARY PUBLIC
COMMISSION EXPIRES
3-28-20
STATE OF WASHINGTON

Valerie L Pearson
Notary Public in and for the State of Washington, residing at Lacey, WA.
My appointment expires 03-28-2020

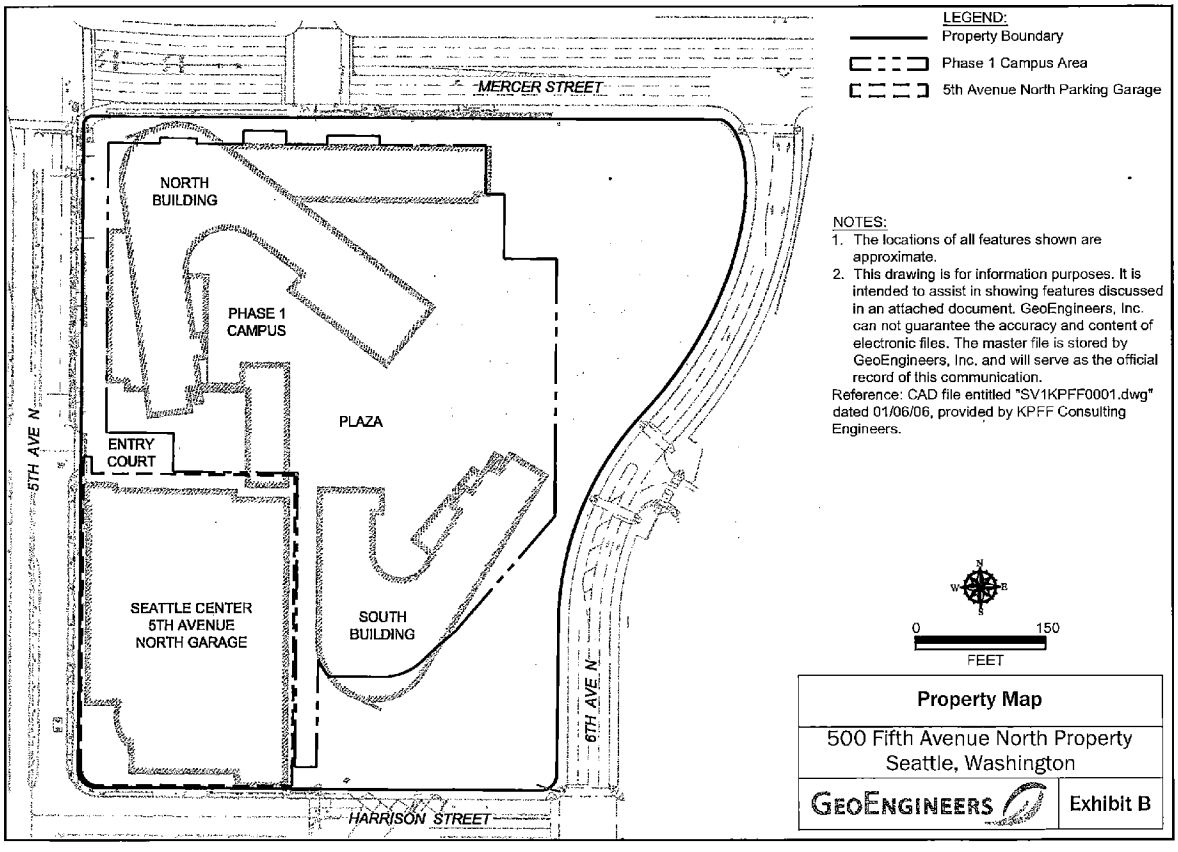
Exhibit A

LEGAL DESCRIPTION

Parcels A and B of City of Seattle Lot Boundary Adjustment No. 3008913, recorded under King County Recording No. 20080702900011, in King County, Washington;

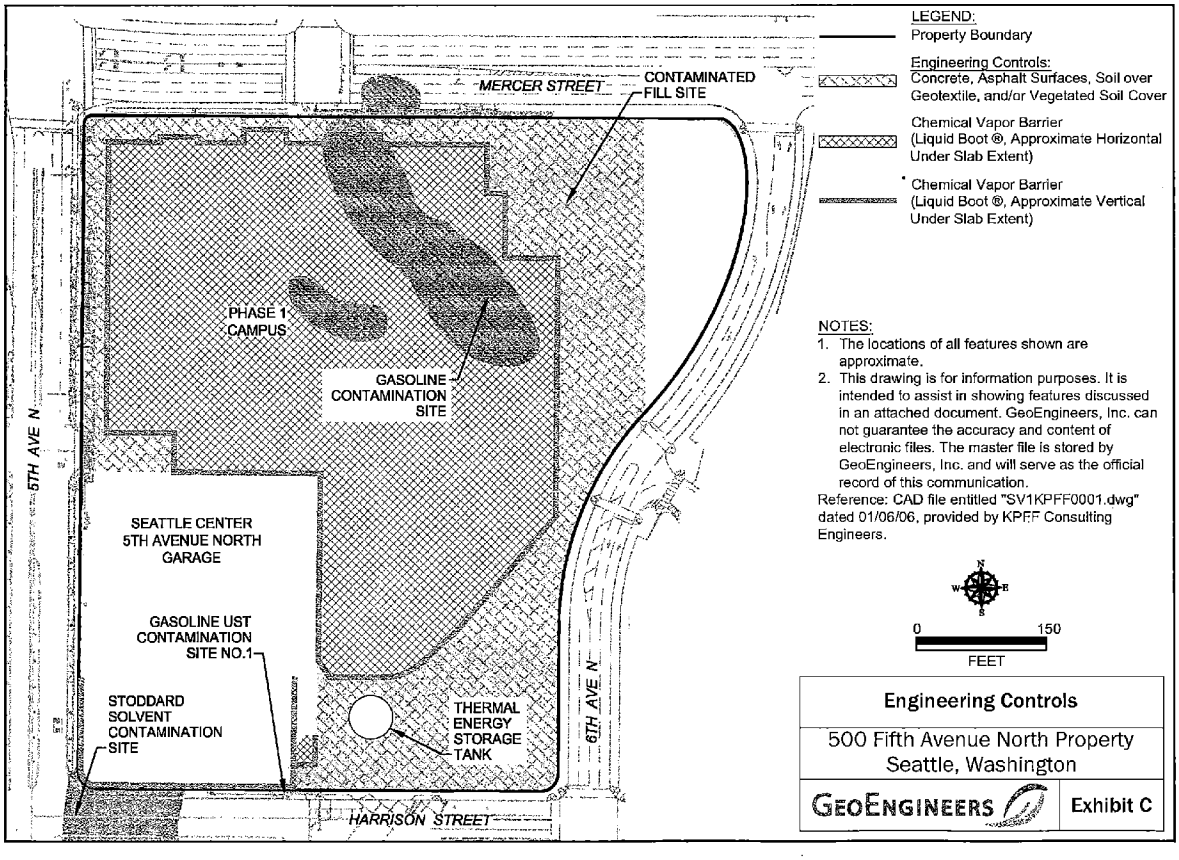
EXCEPT those portions conveyed for street purposes to the City of Seattle by deeds recorded under Recording Nos. 20120620001398 and 20120919001435.

Situate in the City of Seattle, County of King, State of Washington.


MERCER STREET
NORTH BUILDING
PHASE 1 CAMPUS
PLAZA
ENTRY COURT
5TH AVE N
SEATTLE CENTER 5TH AVENUE NORTH GARAGE
SOUTH BUILDING
6TH AVE N
HARRISON STREET
LEGEND:
Property Boundary
Phase 1 Campus Area
5th Avenue North Parking Garage
NOTES:
1. The locations of all features shown are approximate.
2. This drawing is for information purposes. It is intended to assist in showing features discussed in an attached document. GeoEngineers, Inc. can not guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers, Inc. and will serve as the official record of this communication.
Reference: CAD file entitled "SV1KPFF0001.dwg" dated 01/06/06, provided by KPFF Consulting Engineers.
0
150
FEET
Property Map
500 Fifth Avenue North Property
Seattle, Washington
GeoEngineers
Exhibit B

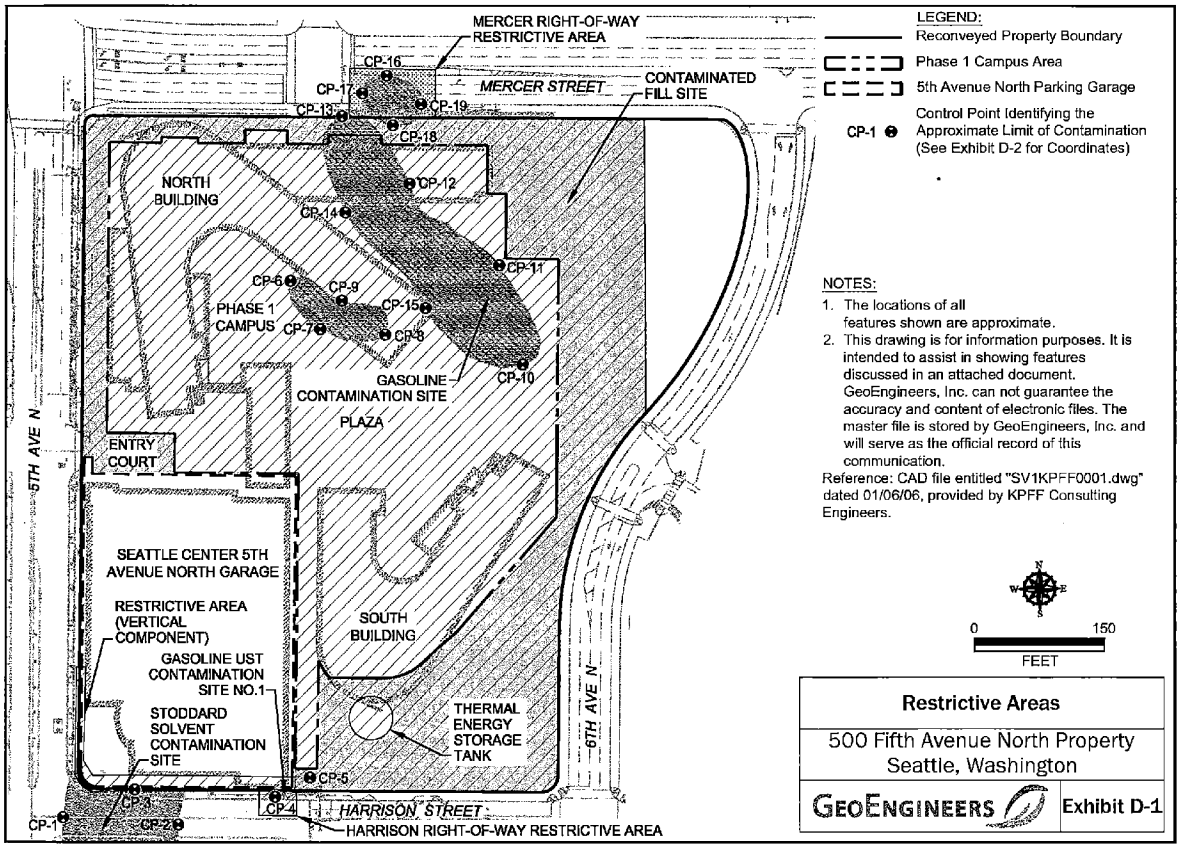
Instrument Number: 20221229000647 Document:QCD Rec: $242.50 Page-38 of 40
Record Date:12/29/2022 2:38 PM King County, WA

Instrument Number: 20170915000106 Document: Rec: $88.00 Page-13 of 15
Record Date:9/15/2017 9:23 AM King County, WA



Instrument Number: 20221229000647 Document:QCD Rec: $242.50 Page-39 of 40
Record Date:12/29/2022 2:38 PM King County, WA

Instrument Number: 20170915000106 Document: Rec: $88.00 Page-14 of 15
Record Date:9/15/2017 9:23 AM King County, WA



Control Point Coordinates		
Control Point #	Northing	Easting
CP-1	230586.6386	1267044.4814
CP-2	230575.7560	1267128.1192
CP-3	230617.4831	1267128.1192
CP-4	230606.2586	1267290.7838
CP-5	230627.9985	1267331.3756
CP-6	231206.9052	1267318.5492
CP-7	231149.8362	1267351.9197
CP-8	231142.2018	1267426.8506
CP-9	231182.6062	1267377.3623
CP-10	231104.6600	1267584.5527
CP-11	231220.8376	1267559.5814
CP-12	231317.9842	1267458.2047
CP-13	231397.8453	1267381.2738
CP-14	231285.5331	1267383.4021
CP-15	231172.5876	1267474.2980
CP-16	231444.3574	1267433.8129
CP-17	231424.3041	1267405.3409
CP-18	231386.6320	1267440.1499
CP-19	231410.6175	1267472.7898

Control Point Coordinates	
500 Fifth Avenue North Property Seattle, Washington	
GeoEngineers	Exhibit D-2