

Record Date: 8/2/2022 3:23 PM

Electronically Recorded King County, WA

After Recording Return
Original Signed Covenant to:
 Valerie Cramer
 Hazardous Waste and Toxic
 Reduction Program
 Department of Ecology
 15700 Dayton Avenue North
 Shoreline WA, 98133

ENVIRONMENTAL COVENANT

Grantor:	Univar Solutions USA Inc.
Grantee:	State of Washington, Department of Ecology
Brief Legal Description:	Portion of N ½ of SE ¼ of NE ¼ of Section 12, Township 22 N, Range 4 E, W.M.
Tax Parcel No:	1222049053
Cross Reference:	N/A

RECITALS

- a. This document is an environmental (restrictive) covenant (hereafter “Covenant”) executed pursuant to the Model Toxics Control Act (“MTCA”), chapter 70A.305 RCW, and Uniform Environmental Covenants Act (“UECA”), chapter 64.70 RCW.
- b. The property that is the subject of this Covenant is part of a site commonly known as the Univar USA Inc. Kent Site located at 8201 South 212th Street, in Kent, Washington (WAD 067 548 966). The property consists of Parcel A of King County Parcel No. 1222049053 and is legally described in Exhibit A and illustrated on 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. The Property does not include Parcel B of King County Parcel No. 1222049053.
- c. The Property is the subject of remedial action conducted under MTCA. This Covenant is required because residual contamination remains on the Property after completion of remedial actions. Specifically, the following principal contaminants remain on the Property:

Medium	Principal Contaminants Present
Soil	Volatile Organic Compounds: tetrachloroethene (PCE), trichloroethene (TCE), 1,1-dichloroethylene (1,1-DCE), vinyl chloride (VC), methylene chloride (MC), and benzene

Groundwater	Volatile Organic Compounds: PCE, TCE, 1,1-DCA, 1,2-dichloroethylene (1,2-DCE), cis-1,2-dichloroethylene (cDCE), VC, MC, benzene, and total xylenes
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d. It is the purpose of this Covenant to restrict certain activities and uses of the Property to protect human health and the environment and the integrity of remedial actions conducted at the site. Records describing the extent of residual contamination and remedial actions conducted are available through the Washington State Department of Ecology (“Ecology”) and include the following:

Date	Document Title
March 13, 2009	Revised Remedial Investigation, Focused Feasibility Study Addendum and Draft Cleanup Action Plan Author: PES Environmental Inc.
March 5, 2010	Final Injection Test Work Plan Author: PES Environmental Inc.
October 29, 2010	Final Engineering Design Report, Final Cleanup Action Author: PES Environmental Inc.
March 12, 2012	Construction Report, Final Cleanup Action Implementation Author: PES Environmental Inc.
November 13, 2014	Technical Memorandum Evaluation of Enhanced Reductive Dechlorination Remediation Performance Author: URS
June 23, 2015	Evaluation and Recommendation Report Author: Aspect Consulting
September 27, 2016	Response to Evaluation and Recommendations Report Author: AECOM
October 18, 2018	Benzene Bioremediation Evaluation Author: AECOM
November 12, 2019	Deep Groundwater Benzene Delineation Report Author: ERM
March 8, 2021	2020 Annual Groundwater Monitoring Report Author: ERM

e. This Covenant grants Ecology certain rights under UECA and as specified in this Covenant. As a holder of this Covenant under UECA, Ecology has an interest in real property, however, this is not an ownership interest which equates to liability under MTCA or the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.* The rights of Ecology as an “agency” under UECA, other than its’ right as a holder, are not an interest in real property.

COVENANT

Univar Solutions USA Inc., a Washington corporation, as Grantor and fee simple owner of the Property hereby grants to Ecology and its successors and assignees, as Grantee, the following covenants. Furthermore, it is the intent of Grantor that such covenants shall supersede any prior interests Grantor has in the Property and run with the land and be binding on all current and future owners of any portion of, or interest in, the Property.

Section 1. General Restrictions and Requirements.

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

- a. **Interference with Remedial Action.** 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.** Grantor shall not engage in any activity on the Property that may threaten continued protection of human health or the environment without prior written approval from Ecology. This includes, but is not limited to, any activity that results in the release of residual contamination that was contained as a part of the remedial action or that exacerbates or creates a new exposure to residual contamination remaining on the Property.
- c. **Continued Compliance Required.** Grantor shall not convey any interest in any portion of the Property without providing for the continued adequate and complete operation, maintenance and monitoring of remedial actions and continued compliance with this Covenant.
- d. **Leases.** Grantor shall restrict any lease for any portion of the Property to uses and activities consistent with this Covenant and notify all lessees of the restrictions on the use of the Property.
- e. **Preservation of Reference Monuments.** Grantor shall make a good faith effort to preserve any reference monuments and boundary markers used to define the areal extent of coverage of this Covenant. Should a monument or marker be damaged or destroyed, Grantor shall have it replaced by a licensed professional surveyor within thirty (30) days after discovery of the damage or destruction.

Section 2. Specific Prohibitions and Requirements.

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

- a. **Industrial Land Use.** The remedial action for the Property is based on a cleanup designed for industrial property. As such, the Property shall be used in perpetuity only for industrial uses, as that term is defined in the rules promulgated under Chapter 70A.305 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, growing of food crops, and non-industrial commercial uses.
- b. **Containment of Soil.** The remedial action for the Property is based on containing contaminated soil under a cap consisting of asphalt and concrete paved surfaces. The location of the contaminated soil and the overlying cap is illustrated on Exhibit C. The primary purposes of the cap are to prevent persons from coming into direct contact with the contaminated soil and minimize the potential for contaminants of concern to leach into groundwater. As such, the following restrictions apply within the "Restricted Area" of the Property depicted in Exhibit C:

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

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

c. **Vapor Controls.** The residual contamination on the Property includes volatile chemicals that may generate harmful vapors. As such, the following restrictions apply within the "Restricted Area" of the Property depicted in Exhibit C to minimize the potential for exposure to these vapors:

i. No building or other enclosed structure shall be constructed within the Restricted Area unless approved by Ecology.

ii. If a building or other enclosed structure is approved, it shall be constructed with a sealed foundation and a vapor control system that is operated and maintained to prevent the migration of vapors into the building or structure, unless an alternative approach is approved by Ecology.

d. **Groundwater Use.** Groundwater beneath the Property remains contaminated and shall not be extracted for any purpose other than temporary construction dewatering, investigation, monitoring or remediation. Drilling of a well for any water supply purpose is strictly prohibited. Groundwater extracted from the Property for any purpose shall be considered potentially contaminated and any discharge of this water shall be done in accordance with state and federal law.

e. **Monitoring.** Several groundwater monitoring wells are located on the Property in the locations illustrated on Exhibit C to monitor the performance of the remedial action. Grantor shall maintain clear access to these groundwater monitoring wells and protect them from damage. Grantor shall report to Ecology within forty-eight (48) hours after the discovery of any damage to any groundwater monitoring well. Unless Ecology approves of an alternative plan in writing, Grantor shall promptly repair the damage and submit a report documenting this work to Ecology within thirty (30) days after completing the repairs.

Section 3. Access.

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

b. 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 Covenant.

Section 4. Notice Requirements.

a. **Conveyance of Any Interest.** Grantor, when conveying any title or security interest in any part of the Property, must:

i. Provide written notice to Ecology of the intended conveyance at least thirty (30) days in advance of the conveyance.

ii. Include in the conveying document a notice in substantially the following form:

NOTICE: THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON [Date] AND RECORDED WITH THE KING COUNTY AUDITOR UNDER RECORDING NUMBER [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 conveying document within thirty (30) days after the date of execution of such document.

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

c. **Emergencies.** For any emergency event or significant change in site conditions due to an act of nature (for example, flood or fire) resulting in a violation of this Covenant, Grantor is authorized to respond to such an event or act of nature in accordance with state and federal law. Grantor must notify Ecology in writing of the event or act of nature and response actions planned or taken as soon as practical but no later than within twenty-four (24) hours after the discovery of the event or act of nature.

d. **Notification Procedure.** Any written notice, approval, report or other communication required by this Covenant shall be personally delivered or sent by first class mail to the following persons. Any change in this contact information shall be submitted in writing to all parties to this Covenant. Upon mutual agreement of the parties to this Covenant, an alternative to personal delivery or first class mail, such as e-mail or other electronic means, may be used for these communications.

To Grantor: Michelle Stayrook Remediation Manager Univar Solutions USA Inc. 6000 Parkwood Place Dublin, OH 43016 michelle.stayrook@univarsolutions.com	To Ecology: Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 Olympia, WA 98504 – 7600 ToxicsCleanupProgramHQ@ecy.wa.gov
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Section 5. Modification or Termination.

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

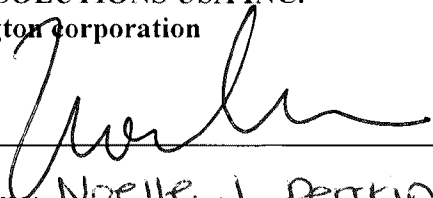
Section 6. Enforcement and Construction.

- a. This Covenant is being freely and voluntarily granted by Grantor.
- b. Within ten (10) days after execution of this Covenant, Grantor shall provide Ecology with an original signed Covenant and proof of recording and a copy of this Covenant and proof of recording to others required by RCW 64.70.070.
- c. Ecology shall be entitled to enforce the terms of this Covenant by resort to specific performance or legal process. All remedies available in this Covenant shall be in addition to any and all remedies at law or in equity, including MTCA and UECA. Enforcement of the terms of this Covenant shall be at the discretion of Ecology, and any forbearance, delay or omission to exercise its rights under this Covenant in the event of a breach of any term of this Covenant is not a waiver by Ecology of that term or of any subsequent breach of that term, or any other term in this Covenant, or of any rights of Ecology under this Covenant.
- d. Grantor shall be responsible for all costs associated with implementation of this Covenant. Furthermore, Grantor, upon request by Ecology, shall be obligated to pay for Ecology's costs to process a request for any modification or termination of this Covenant and any approval required by this Covenant.
- e. This Covenant shall be liberally construed to meet the intent of MTCA and UECA.
- f. The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though such void provision had not been contained herein.
- g. A heading used at the beginning of any section or paragraph or exhibit of this Covenant may be used to aid in the interpretation of that section or paragraph or exhibit but does not override the specific requirements in that section or paragraph.

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

GRANTOR:

UNIVAR SOLUTIONS USA INC.
a Washington corporation

Signature: 

Printed Name: Noelle J. Perkins

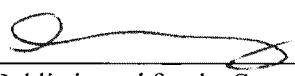
Title: SVP, General Counsel & Secretary

Dated: July 26, 2022

STATE OF ILLINOIS

COUNTY OF DUPAGE

On this 26th day of July, 2022, I certify that NOELLE PERKINS personally appeared before me, acknowledged that he/she is the SVP/GC of UNIVAR SOLUTIONS USA INC., the corporation that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument for said corporation.


Notary Public in and for the State of ~~Washington~~ ILLINOIS
Residing at 706 S. SPARK HILLWAY #27
PERKINS, IL 60501
My appointment expires: 3-25-2023



The Department of Ecology hereby accepts the status as Grantee and holder of this Covenant.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Signature: 

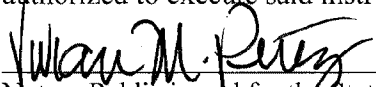
Printed Name: Raman Iyer

Title: Section Manager, Hazardous Waste and Toxics Reduction Program, Northwest Region

Dated: JULY 20TH, 2022

STATE OF WASHINGTON
COUNTY OF KING

On this 20th day of July, 2022, I certify that Raman Iyer personally appeared before me, acknowledged that he is the Section Manager of the Hazardous Waste and Toxics Reduction Program of the WASHINGTON STATE DEPARTMENT OF ECOLOGY, the state agency that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument for said state agency.


Notary Public in and for the State of Washington
Residing at 1527 N. 107th St. Seattle WA 98133
My appointment expires: MARCH 15, 2023

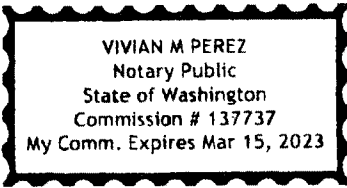


EXHIBIT A

Legal Description of Property

THE SOUTH 30 FEET OF THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 22 NORTH, RANGE 4 EAST W.M., IN KING COUNTY, WASHINGTON, LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT 256.75 FEET WEST OF THE NORTHEAST CORNER OF SAID SUBDIVISION;

THENCE SOUTH, PARALLEL WITH THE EAST LINE OF SAID SUBDIVISION, 198 FEET;
THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SUBDIVISION 71 FEET;
THENCE SOUTH, PARALLEL WITH THE EAST LINE OF SAID SUBDIVISION, 288.20 FEET;

THENCE WEST, PARALLEL WITH THE NORTH LINE OF SAID SUBDIVISION, 71 FEET;
THENCE SOUTH, PARALLEL WITH THE EAST LINE OF SAID SUBDIVISION, TO A POINT ON THE SOUTH LINE OF SAID SUBDIVISION;

EXCEPT THE NORTH 198 FEET;

ALSO EXCEPT THE SOUTH 15 FEET;

AND EXCEPT THE EAST 42 FEET THEREOF;

AND ALSO EXCEPT THE WEST 8 FEET OF THE EAST 50 FEET OF THE NORTH 15 FEET OF THE SOUTH 30 FEET OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 22 NORTH, RANGE 4 EAST W.M., CONVEYED TO THE CITY OF KENT BY DEED RECORDED DECEMBER 06, 2007 UNDER RECORDING NO. 20071206000791;

TOGETHER WITH THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, AND THE EAST 20.5 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M.;

EXCEPT THE SOUTH 15 FEET THEREOF;

ALSO EXCEPT THAT PORTION THEREOF LYING WITHIN SOUTH 212TH STREET;

AND EXCEPT THAT PORTION THEREOF CONDEMNED BY KING COUNTY SUPERIOR COURT CAUSE NO. 693116;

AND ALSO EXCEPT THE SOUTH 2.00 FEET OF THE NORTH 57.00 FEET OF THE EAST 300.00 FEET OF THE WEST 562.63 FEET OF THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF AFORESAID SECTION 12, LYING SOUTHERLY OF THE CENTERLINE OF SOUTH 212TH STREET

ENVIRONMENTAL COVENANT

Exhibit A

(O'BRIEN-DES MOINES ROAD, PERMANENT HIGHWAY NO. 24, ALSO KNOWN AS COUNTY ROAD NO. 22,) ACCORDING TO RECORD OF SURVEY THEREOF PREPARED BY THE CITY OF KENT AND FILED FOR RECORD IN BOOK 101 OF SURVEYS, PAGE 200, AND RECORDED DECEMBER 29, 1994 UNDER RECORDING NO. 9412299003, AS CONVEYED TO THE CITY OF KENT BY DEED RECORDED MAY 23, 1995 UNDER RECORDING NO. 9505231974;

AND ALSO EXCEPT THAT PORTION THEREOF, LYING EASTERLY OF A LINE DESCRIBED AS FOLLOWS:

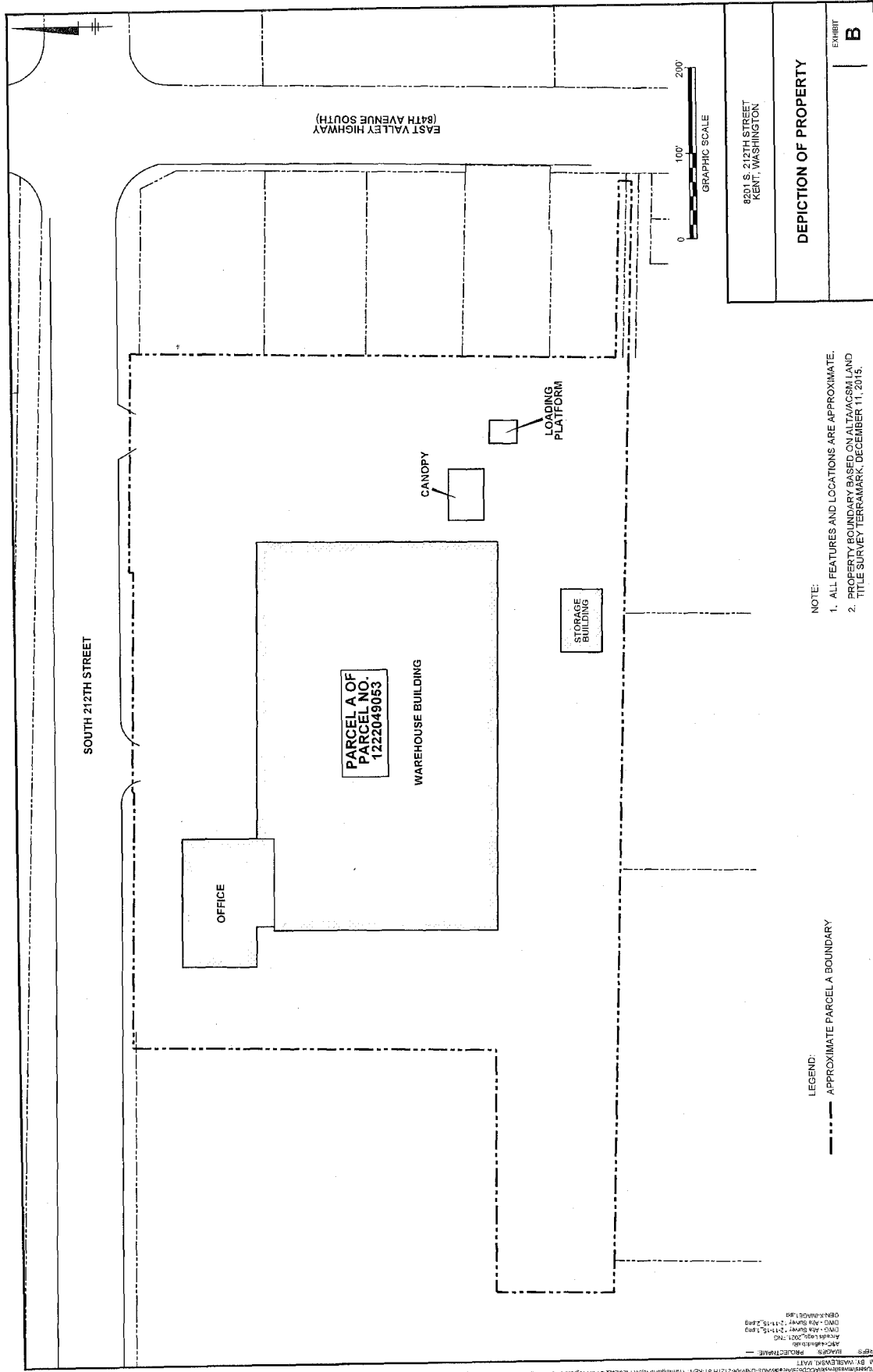
BEGINNING ON THE NORTH LINE OF SAID SUBDIVISION AT A POINT 256.75 FEET WEST OF THE NORTHEAST CORNER THEREOF;
THENCE SOUTH, PARALLEL WITH THE EAST LINE OF SAID SUBDIVISION, TO THE SOUTH LINE OF THE ABOVE DESCRIBED PROPERTY;

AND ALSO EXCEPT THAT PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE EAST 20.5 FEET OF THE NORTH HALF OF SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF AFORESAID SECTION 12, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED PARCEL, SAID POINT BEING ON THE SOUTH LINE OF SOUTH 212TH STREET AND 20.5 FEET WEST OF THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF AFORESAID SECTION 12,
THENCE SOUTH 1°05'148" WEST, PARALLEL TO SAID WEST LINE, 427.23 FEET;
THENCE SOUTH 85°19'30" EAST, 283.13 FEET;
THENCE NORTH 1°05'48" EAST, 430.70 FEET TO THE SOUTH LINE OF SOUTH 212TH STREET;
THENCE NORTH 89°19'30" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 119.00 FEET;
THENCE SOUTH 0°59'02" WEST, 5.00 FEET;
THENCE NORTH 89°00'58" WEST, ALONG SAID SOUTH LINE OF SOUTH 212TH STREET, 164.13 FEET TO THE POINT OF BEGINNING, AS CONVEYED TO THE PUGET SOUND POWER AND LIGHT COMPANY BY DEED RECORDED MARCH 05, 1987 UNDER RECORDING NO. 8703051299.

EXHIBIT B
Figure Depicting Property

[See Attached]



8201 S. 212TH STREET
 KENT, WASHINGTON

DEPICTION OF PROPERTY

EXHIBIT **B**

NOTE:
 1. ALL FEATURES AND LOCATIONS ARE APPROXIMATE.
 2. PROPERTY BOUNDARY BASED ON ALTA/MSM LAND TITLE SURVEY TERRAMARK, DECEMBER 11, 2015.

LEGEND:
 - - - - - APPROXIMATE PARCEL A BOUNDARY

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 FILE: 20220802000714
 PROJECT: 20220802000714
 DRAWING: 20220802000714

EXHIBIT C

**Figure Depicting Residual Soil Contamination, Overlying Cap, and Groundwater
Monitoring Wells**

[See Attached]

