

After Recording Return
Original Signed Covenant to:

Christopher Maurer
Toxics Cleanup Program
Department of Ecology
300 Desmond Drive
Olympia, WA 98504

Environmental Covenant

Grantor: GOV Everett, LLC, a Delaware limited liability company (hereafter “GOV Everett”)

Grantee: State of Washington, Department of Ecology (hereafter “Ecology”)

Legal Description: VIEW RIDGE ADD DIV 2 BLK 000 D-02 - TR 41, AS PER PLAT REC IN VOL 12 OF PLATS, PG 19, RECORDS OF SNO CO; TGW TH PTN VAC ELM ST ADJ THRTO PER CITY OF EV ORD NO 3502 REC AF# 1137481 LY W OF AND ADJ TOSD PREMISES AND ELY OF THE E LN OF THE NEW ELM ST; EXC FR THE FOREGOING THE FDT: BEG SE COR OF TR 41; TH W ON S LN OF SD LT 155 FT TH N PLW E LN OF SD LT 125 FT TH E PLW S LN SD LT 155 FT TO E LNTHOF TH S 125 FT POB - PLUS AN EQUAL & UNDIV INT IN LOT A

Tax Parcel Nos.: Snohomish County Parcel No. 00606200004102

Cross Reference: VCP Project No. NW3244
Cleanup Site ID No. 12644
Facility Site ID No. 20079
Subordination Agreement Dated: 03.20.2023
No Further Action (NFA) Dated: _____

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 the former View Ridge Plaza in Everett, Washington, and Ecology’s Cleanup Site ID No. 12644 and Facility Site ID No. 20079. The Property is currently occupied by the Everett Veteran Affairs Clinic. The Property is legally described in Exhibit A, and illustrated in Exhibit B, both of which are attached (hereafter “Property”). If there are differences between these two Exhibits, the legal description in Exhibit A shall prevail.
- c. The Property is the subject of remedial action conducted under MTCA. This Covenant is required because residual contamination remain on the Property after completion of remedial actions. Specifically, the following principal contaminants remain on the Property:

Medium	Principal Contaminants Present
Soil	Tetrachloroethene (PCE), Trichloroethene (TCE), and Vinyl chloride (VC)
Groundwater	VC and Cis-1,2-Dichloroethene (cis-DCE)
Vapor / Air	Not Applicable

d. It is the purpose of this Covenant to restrict certain activities and uses of the Property to protect human health and the environment and the integrity of remedial actions conducted at the site. Records describing the extent of residual contamination and remedial actions conducted are available through Ecology, including the following documents:

- Terracon Consultants, Inc., *Compliance Monitoring and Contingency Plan, View Ridge Plaza – Everett VA*, dated May 22, 2023.
- Terracon Consultants, Inc., *Cleanup Action Report, View Ridge Plaza*, December 20, 2022.

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

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

Section 1. General Restrictions and Requirements.

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

- a. **Interference with Remedial Action.** The Grantor shall not engage in any activity on the Property that may impact or interfere with the remedial action and any operation, maintenance, inspection or monitoring of that remedial action without prior written approval from Ecology.
- b. **Protection of Human Health and the Environment.** The Grantor shall not engage in any activity on the Property that may threaten continued protection of human health or the environment without prior written approval from Ecology. This includes, but is not limited to, any activity that results in the release of residual contamination that was contained as a part of the remedial action or that exacerbates or creates a new exposure to residual contamination remaining on the Property.
- c. **Continued Compliance Required.** Grantor shall not convey any interest in any portion of the Property without providing for the continued adequate and complete operation, maintenance and monitoring of remedial actions and continued compliance with this Covenant.

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

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

Section 2. Specific Prohibitions and Requirements.

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

a. Containment of Soil. The remedial action for the Property is based on containing contaminated soil and groundwater under a cap consisting of the concrete floor of the existing on-Property building and impervious surfaces located as illustrated in Exhibit B. The Grantor shall not alter or remove the existing structures on or the concrete cap over 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 or the cap on the Property so that access to the underlying contamination is feasible, Ecology may require treatment or removal of the underlying contaminated soil. Any intrusive subsurface soil work within or beneath the Property must be implemented by Hazardous Waste Operations and Emergency Response (HAZWOPER) trained workers in accordance with a health and safety plan.

b. Groundwater Use. The groundwater beneath the Property has been identified to be contaminated. Therefore, groundwater beneath the Property 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. Groundwater monitoring wells MW-3 through MW-6, MW-8, and MW-10 through MW-14 shall be preserved and any activity on the Property that will compromise the integrity of the groundwater monitoring wells is prohibited without prior written approval by Ecology

c. Vapor/Gas Controls. The vapor beneath the Property has not been identified to be contaminated; however, the residual soil and groundwater contamination on the Property presents a potential risk to vapor accumulation and intrusion. Therefore, the existing building includes a EPRO Services, Inc., Geo-Seal 100 Vapor Intrusion Mitigation System (VIMS), which consists of a permeable aggregate layer, a vapor collection and vent piping network, a 60-mil asphaltic membrane spray applied sub-slab vapor intrusion barrier system (Geo-Seal 100), and associated vent risers and passive ventilator roof turbines. This VIMS, combined with the concrete floor of the structure are adequately preventing the migration of vapors into the building. No alterations of the existing VIMS, concrete floor of the structure, or new construction that has the potential to affect the vapor intrusion pathway shall be performed unless approved by Ecology. Any activity on the Property that will compromise the integrity of the cap or VIMS including: drilling; digging; piercing the cap with sampling device, post, stake or similar device; grading; excavation; installation of underground utilities; removal of the cap; or application of loads in excess of the cap load bearing capacity, is prohibited without prior written approval by Ecology.

d. Compliance Monitoring and Contingency Plan. The Grantor shall comply with and implement the requirements of the *Compliance Monitoring and Contingency Plan*, prepared by Terracon Consultants Inc., dated May 22, 2023, until such time that Ecology confirms in writing

that the obligations of the Compliance Monitoring and Contingency Plan are no longer necessary. A copy of the *Compliance Monitoring and Contingency Plan*, dated May 22, 2023, is filed with Ecology and available upon request.

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 described and illustrated in Exhibit B, including but not limited to title, easement, leases, and security or other interests, must:

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

NOTICE: THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON July 21, 2023 AND RECORDED WITH THE SNOHOMISH COUNTY AUDITOR UNDER RECORDING NUMBER 202307216291. 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 in writing to Ecology.
- c. **Emergencies.** For any emergency or significant change in site conditions due to Acts of Nature (for example, flood or fire) resulting in a violation of this Covenant, the Grantor is authorized to respond to such an event in accordance with state and federal law. The Grantor must notify Ecology in writing of the event and response actions planned or taken as soon as practical but no later than within twenty-four (24) hours of the discovery of the event.
- d. **Notification Procedure.** Any required written notice, approval, reporting or other communication shall be personally delivered or sent by first class mail to the following persons. Any change in this contact information shall be submitted in writing to all parties to this Covenant. Upon mutual agreement of the parties to this Covenant, an alternative to personal delivery or first class mail, such as e-mail or other electronic means, may be used for these communications.

<p>GOV Everett, LLC c/o HC Government Realty Holdings, L.P. 390 S. Liberty Street, Suite 100 Winston-Salem, NC 27101 Attn: John W. Braswell Telephone: (770) 686-9673 Email: jbraswell@hcgovtrust.com</p>	<p>Washington State Department of Ecology Attn: Environmental Covenants Coordinator Toxics Cleanup Program P.O. Box 47600 Olympia, WA 98504 – 7600 (360) 407-6000 ToxicsCleanupProgramHQ@ecy.wa.gov</p>
---	--

Section 5. Modification or Termination.

- a. The 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 the proposal, the Covenant must be amended to reflect the change before the activity or use can proceed.
- b. If the conditions at the Property requiring a Covenant have changed or no longer exist, then the 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 the Grantor.
- b. Within ten (10) days of execution of this Covenant, Grantor shall provide Ecology with an original signed Covenant and proof of recording and a copy of the Covenant and proof of recording to others required by RCW 64.70.070.
- c. Ecology shall be entitled to enforce the terms of this Covenant by resort to specific performance or legal process. All remedies available in this Covenant shall be in addition to any and all remedies at law or in equity, including MTCA and UECA. Enforcement of the terms of this Covenant shall be at the discretion of Ecology, and any forbearance, delay or omission to exercise its rights under this Covenant in the event of a breach of any term of this Covenant is not a waiver by Ecology of that term or of any subsequent breach of that term, or any other term in this Covenant, or of any rights of Ecology under this Covenant.
- d. The Grantor shall be responsible for all costs associated with implementation of this Covenant. Furthermore, the Grantor, upon request by Ecology, shall be obligated to pay for Ecology's costs to process a request for any modification or termination of this Covenant and any approval required by this Covenant.
- e. This Covenant shall be liberally construed to meet the intent of MTCA and UECA.
- f. The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its

application to any person or circumstance is not affected and shall continue in full force and effect as though such void provision had not been contained herein.

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

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

EXECUTED this 26 day of May, 2023.

GOV EVERETT, LLC, a Delaware limited liability company

Jacqlyn Piscetelli
(Signature)

By: Jacqlyn Piscetelli
(Printed Name)

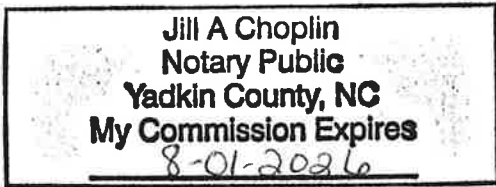
Title: Authorized Signatory

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF North Carolina

COUNTY OF Forsyth

On this 26 day of May, 2023, I certify that Jacqlyn Piscetelli personally appeared before me, acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute this instrument, and acknowledged it as the Authorized Signatory of GOV EVERETT LLC, to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.



Jill A Choplin
Notary Public in and for the State of North Carolina

Residing at Yadkin County, NC

My appointment expires 8-01-2026

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

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

[Signature]
(Signature)

By: Erik Snyder

Title: Section Manager
Toxics Cleanup Program

Dated: 6/20/2023

STATE ACKNOWLEDGMENT

STATE OF WASHINGTON

COUNTY OF THURSTON

On this 20th day of JUNE, 2023, I certify that ERIK SNYDER personally appeared before me, acknowledged that he/she is the SECTION MANAGER of 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/she was authorized to execute said instrument for said state agency.



[Signature] AMANDA E SEIDER
Notary Public in and for the State of Washington

Residing at THURSTON COUNTY, WA

My appointment expires 11/22/2026

Exhibit A

LEGAL DESCRIPTION

 [\[Link\]](#)

LEGAL DESCRIPTION

Tract 41, View Ridge Addition to Everett Division No. 2, according to the plat thereof recorded in Volume 12 of Plats, Page 19, records of Snohomish County, Washington;

Together with that portion of vacated Elm Street lying west of and adjacent to said premises, and easterly of the east line of the new Elm Street;

Except from the foregoing, the following described Tract:

Beginning at the southeast corner of Tract 41;
Thence west on the south line of said lot for 155 feet;
Thence north parallel with the east line of said lot for 125 feet;
Thence east parallel with the south line of said lot for 155 feet to the east line thereof;
Thence south 125 feet to the point of beginning.

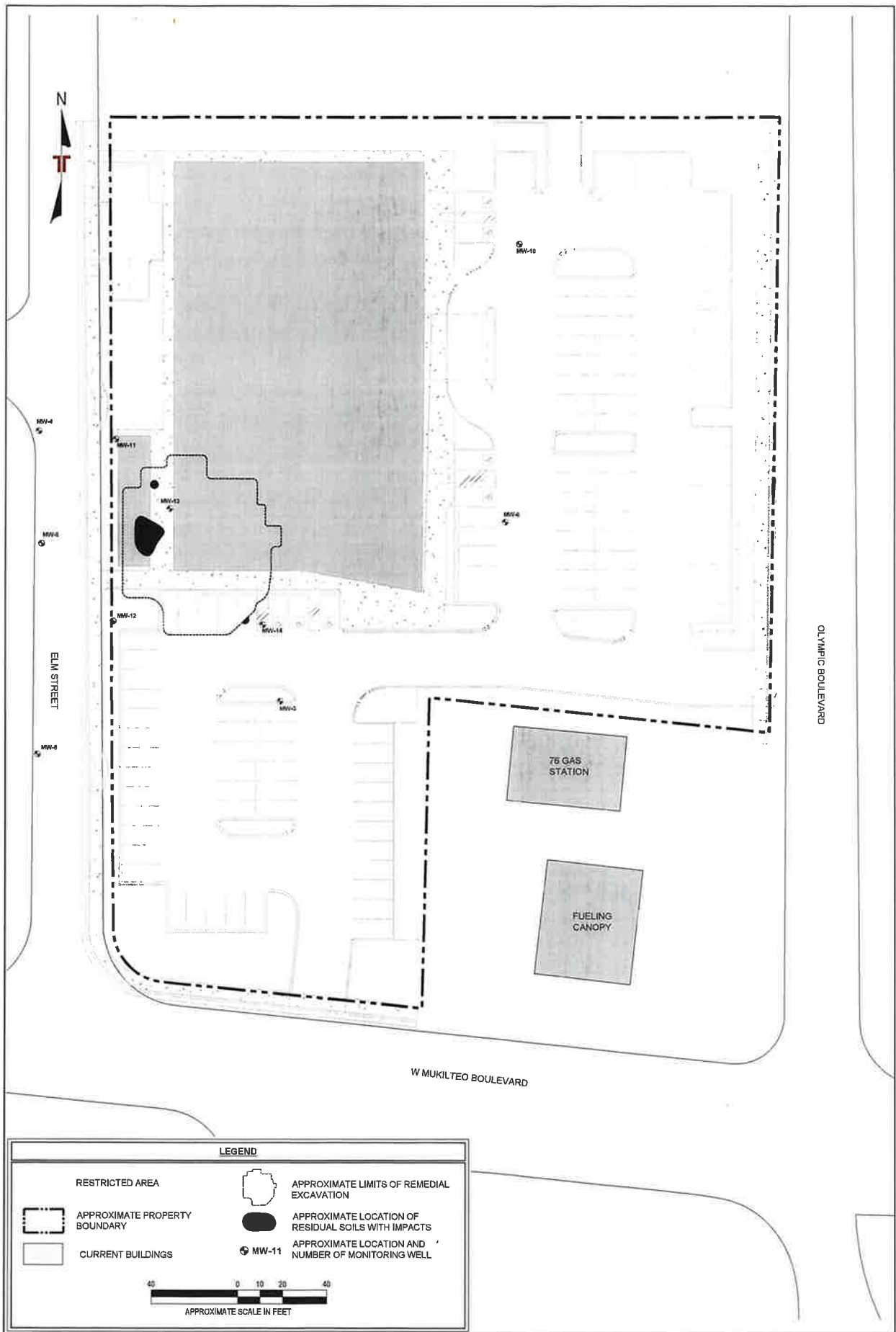
Situate in the County of Snohomish, State of Washington.

ABBREVIATED LEGAL DESCRIPTION

VIEW RIDGE ADD DIV 2 BLK 000 D-02 - TR 41, AS PER PLAT REC IN VOL 12 OF PLATS, PG 19, RECORDS OF SNO CO; TGW TH PTN VAC ELM ST ADJ THRTO PER CITY OF EV ORD NO 3502 REC AF# 1137481 LY W OF AND ADJ TOSD PREMISES AND ELY OF THE E LN OF THE NEW ELM ST; EXC FR THE FOREGOING THE FDT: BEG SE COR OF TR 41; TH W ON S LN OF SD LT 155 FT TH N PLW E LN OF SD LT 125 FT TH E PLW S LN SD LT 155 FT TO E LNTHOF TH S 125 FT POB - PLUS AN EQUAL & UNDIV INT IN LOT A

Exhibit B

PROPERTY MAP



LEGEND

<p>RESTRICTED AREA</p> <p>APPROXIMATE PROPERTY BOUNDARY</p> <p>CURRENT BUILDINGS</p>	<p>APPROXIMATE LIMITS OF REMEDIAL EXCAVATION</p> <p>APPROXIMATE LOCATION OF RESIDUAL SOILS WITH IMPACTS</p> <p>APPROXIMATE LOCATION AND NUMBER OF MONITORING WELL</p>
--	---

APPROXIMATE SCALE IN FEET

<small>Drawn By:</small>	<small>Project No.:</small>
<small>Checked By:</small>	<small>Scale:</small> AS SHOWN
<small>Reviewed By:</small>	<small>Title No.:</small> EXHIBIT B
	<small>Date:</small> February 2023

PROPERTY MAP
 View Ridge Plaza
 220 Olympic Boulevard
 Everett, Snohomish County, Washington

EXHIBIT
B

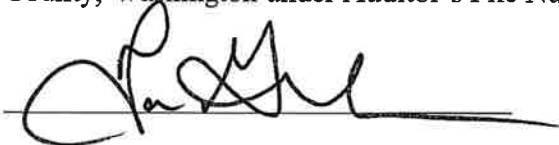
Exhibit C

SUBORDINATION AGREEMENT

**Recording Requested by & After
Recording Return to:**

SUBORDINATION AGREEMENT

KNOW ALL PERSONS, That Global Signal Acquisitions IV LLC, a Delaware limited liability company, the owner and holder of that certain Grant of Easement and Assignment of Lease bearing the date the 12th day of September, 2018, executed by Market Plaza LLC, a Washington limited liability company, the Landowner, and recorded in the office of the County Auditor of Snohomish County, State of Washington, on February 22, 2019, under Auditor's File Number 201902220210, does hereby agree that said Instrument shall be subordinate to the interest of the State of Washington, Department of Ecology, under the environmental (restrictive) covenant dated 07/21/2023 executed by Erik Snyder, and recorded in Snohomish County, Washington under Auditor's File Number 202307210291.



By: Tara Groda

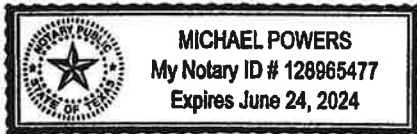
Title: Sr. Mgr. Nat'l RE Ops.

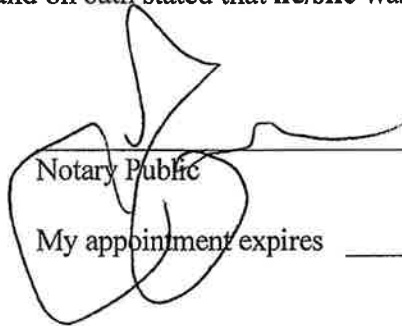
Dated: March 20, 2023

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HARRIS

On this 20 day of March, 2023, I certify That Tara Groda personally appeared before me, acknowledged that **he/she** is the Sr. Mgr. Nat'l RE Ops. of Global Signal Acquisitions IV LLC, a Delaware limited liability 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
My appointment expires _____