

Record Date:4/9/2024 11:44 AM

Electronically Recorded King County, WA

When Recorded Mail To:
Michael R. Warfel
Toxics Cleanup Program
Department of Ecology
Northwest Region Office
15700 Dayton Ave N
Shoreline, WA 98133

Document Title:	Environmental Covenant
Grantor:	SWB Bellevue II, LLC
Grantee:	State of Washington, Department of Ecology
Legal description (abbreviated):	Lot 1, Bellevue BLA #20-111234 LW Rec. #20201021900001, King County
Assessor's Tax Parcel ID:	154410-0215
Recording #s of document(s) released or assigned:	NONE

**I AM REQUESTING AN EMERGENCY NONSTANDARD RECORDING FOR
AN ADDITIONAL FEE AS PROVIDED IN RCW 36.18.010.**

**I UNDERSTAND THAT THE RECORDING PROCESSING REQUIREMENTS
MAY COVER UP OR OTHERWISE OBSCURE SOME PART OF THE TEXT
OF THE ORIGINAL DOCUMENT.**



Lorri Savage, Paralegal

After Recording Return
Original Signed Covenant to:

Michael R. Warfel
Toxics Cleanup Program
Department of Ecology
Northwest Region Office
15700 Dayton Ave N
Shoreline, Washington 98133

Environmental Covenant

Grantor: SWB Bellevue II, LLC

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

Brief Legal Description:

CHERITON FRUIT GARDENS PLAT # 1 LOT 1 BELLEVUE BLA#20-111234 LW
REC#20201021900001 SD BLA DAF- PCLS B & C & D BE BLA#08-116047
REC#20090127900002 BEING NLY POR LOT 2 SD BLK 2 ADJ NE 8TH ST LESS STS
LESS ST PER REC# 20211105000369

Tax Parcel No.: 154410-0215

Cross References:

- Site No Further Action Opinion Letter, VCP NW3259, CSID 7649, Bellevue Corner Unocal 4511/The Artise, pending following recording of this Environmental Covenant
- Notification of Remaining Contamination and Environmental Restrictions, Letter from Department of Ecology to City of Bellevue Planning and Development Department, pending following recording of this Environmental Covenant

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 or all of two sites commonly known as Bellevue Corner UNOCAL 4511, FSID No. 5569973, CSID No. 7649, VCP No. NW3259 and Thinker Toys, FSID No. 2462690, CSID No. 2477. The Property is legally described in Exhibit A, and illustrated in Exhibit B, both of which are attached (hereafter "Property"). If there are differences between these two Exhibits, the legal description in Exhibit A shall prevail.

c. The Property is the subject of remedial action conducted under MTCA. This Covenant is required because residual contamination remains on the Property after completion of remedial actions, due solely to migration of groundwater contamination from an upgradient source property known as the Thinker Toys Site, FSID No. 2462690, CSID No. 2477. Specifically, the following principal contaminants remain on the Property:

Medium	Principal Contaminants Present
Soil	Tetrachloroethene (PCE)
Groundwater	Tetrachloroethene (PCE)
Surface Water/Sediment	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 Property. Records describing the extent of residual contamination and remedial actions conducted are available through Ecology. This includes the following documents:

- Aspect Consulting, LLC, Cleanup Action Report, September 15, 2023
- Aspect Consulting, LLC Groundwater Monitoring Report, September 15, 2023
- Aspect Consulting, LLC, Remediation Investigation / Feasibility Study and Cleanup Action Plan, November 20, 2020
- Aspect Consulting, LLC, Remedial Investigation Workplan, February 7, 2020
- Aspect Consulting, LLC, Phase II Environmental Site Assessment, November 15, 2019
- Aspect Consulting, LLC, Phase I Environmental Site Assessment, October 14, 2019

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

SWB Bellevue II, LLC, as Grantor and fee simple owner of the Property hereby grants to 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.** The 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.** The Grantor shall make a good faith effort to preserve 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, the Grantor shall have it replaced by a licensed professional surveyor within 30 days of discovery of the damage or destruction.

Section 2. Specific Prohibitions and Requirements.

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

- b. Containment of soil, soil vapor, and groundwater.** The remedial action for the Property is based on containing contaminated soil, soil vapor, and groundwater under a cap consisting of the concrete foundation of the structure and surface pavement of unexcavated areas. The primary purpose of this cap is to minimize the potential for contact with contaminated soil, soil gas, and groundwater. As such, the following restrictions shall apply within the area illustrated in Exhibit C:

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, soil gas, or groundwater; 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 Exhibit C so that access to the underlying contamination is feasible, Ecology may require treatment or removal of the underlying contaminated soil. Any intrusive subsurface 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.

c. **Vapor/gas controls.** The newly constructed building on the Property includes a chemical vapor barrier. This chemical vapor barrier, combined with the concrete foundation of the structure, will prevent migration of vapors into the building. No alterations of the existing foundation of the structure or new construction that has the potential to affect the vapor intrusion pathway shall be performed unless approved by Ecology.

No building or other enclosed structure shall be constructed within the area illustrated in Exhibit C unless approved in advance by Ecology. If a building or other enclosed structure is approved by Ecology for construction within the area illustrated in Exhibit C, then it shall be constructed with a sealed foundation and a chemical vapor control system that is operated and maintained to prevent the migration of chemical vapor into the building or structure, unless an alternative approach is approved by Ecology.

d. **Stormwater facilities.** To minimize the potential for mobilization of contaminants remaining in the soil on the Property, no stormwater infiltration facilities or ponds shall be constructed on the Property. All stormwater catch basins, conveyance systems, and other appurtenances to be constructed on the Property shall be of water-tight construction.

e. **Groundwater use.** Groundwater beneath the Property within the area illustrated in Exhibit C remains contaminated. 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 beneath 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.

f. **Cap Inspection and Groundwater Monitoring Plan.** The Grantor shall comply with and implement the requirements of the Cap Inspection and Groundwater Monitoring Plan (attached hereto as Exhibit E) until such time that Ecology confirms in writing that the obligations of the Plan are no longer necessary.

For the groundwater monitoring wells that remain on the Property, the Grantor shall maintain clear access to these devices and protect them from damage. The Grantor shall report to Ecology within forty-eight (48) hours of the discovery of any damage to any monitoring device. Unless Ecology approves of an alternative plan in writing, the Grantor shall promptly repair the damage and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.

Section 3. Access.

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

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

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 legally described in Exhibit A 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. This notice requirement does not apply to the lease of individual commercial units on floors above the first floor of the Property. Waiver of this advance notice to Ecology for these transactions does not constitute waiver of this notice for the entire Property nor a waiver of the requirement in Section 4.a.ii. to include a notice in any document conveying interest in the Property.
- 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 _____, 2024 AND RECORDED WITH THE KING COUNTY AUDITOR UNDER 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 30 days of the date of execution of such document.

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

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

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

SWB Bellevue II LLC c/o Zeb Keck 920 Fifth Avenue, Suite 2750 Seattle, Washington 98104 (206) 626-3747 zkeck@schnitzerwest.com	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 Olympia, WA 98504 – 7600 (360) 407-6000 ToxicsCleanupProgramHQ@ecy.wa.gov
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Section 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 site:
 - i. Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal; and
 - ii. If Ecology approves of the proposal, the Covenant must be amended to reflect the change before the activity or use can proceed.
- b. If the conditions at the site requiring a Covenant have changed or no longer exist, then the Grantor may submit a request to Ecology that this Covenant be amended or terminated. Any amendment or termination of this Covenant must follow the procedures in MTCA and UECA and any rules promulgated under these chapters.
- c. By signing this Covenant, per RCW 64.70.100, the original signatories to this Covenant, 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. 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 14th day of MARCH, 2024.

SWB BELLEVUE II LLC, a Washington limited liability company

Signature: [Handwritten Signature]

By: ZEB KECK (printed name)

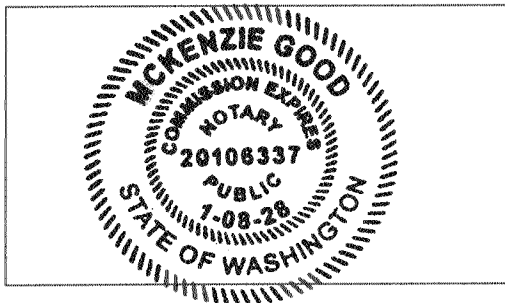
Title: AUTHORIZED REP.

CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

This record was acknowledged before me on March 14th, 2024, by

Zeb Keck as Authorized Representative of SWB Bellevue II, LLC.



[Handwritten Signature]
(Signature)

McKenzie Good
(Please print name legibly)

NOTARY PUBLIC for the State of
Washington
My commission expires January 8 2028

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

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY



by: Kim Wooten

Title: Section Manager
Toxics Cleanup Program
Northwest Regional Office

Dated: 4/1/24

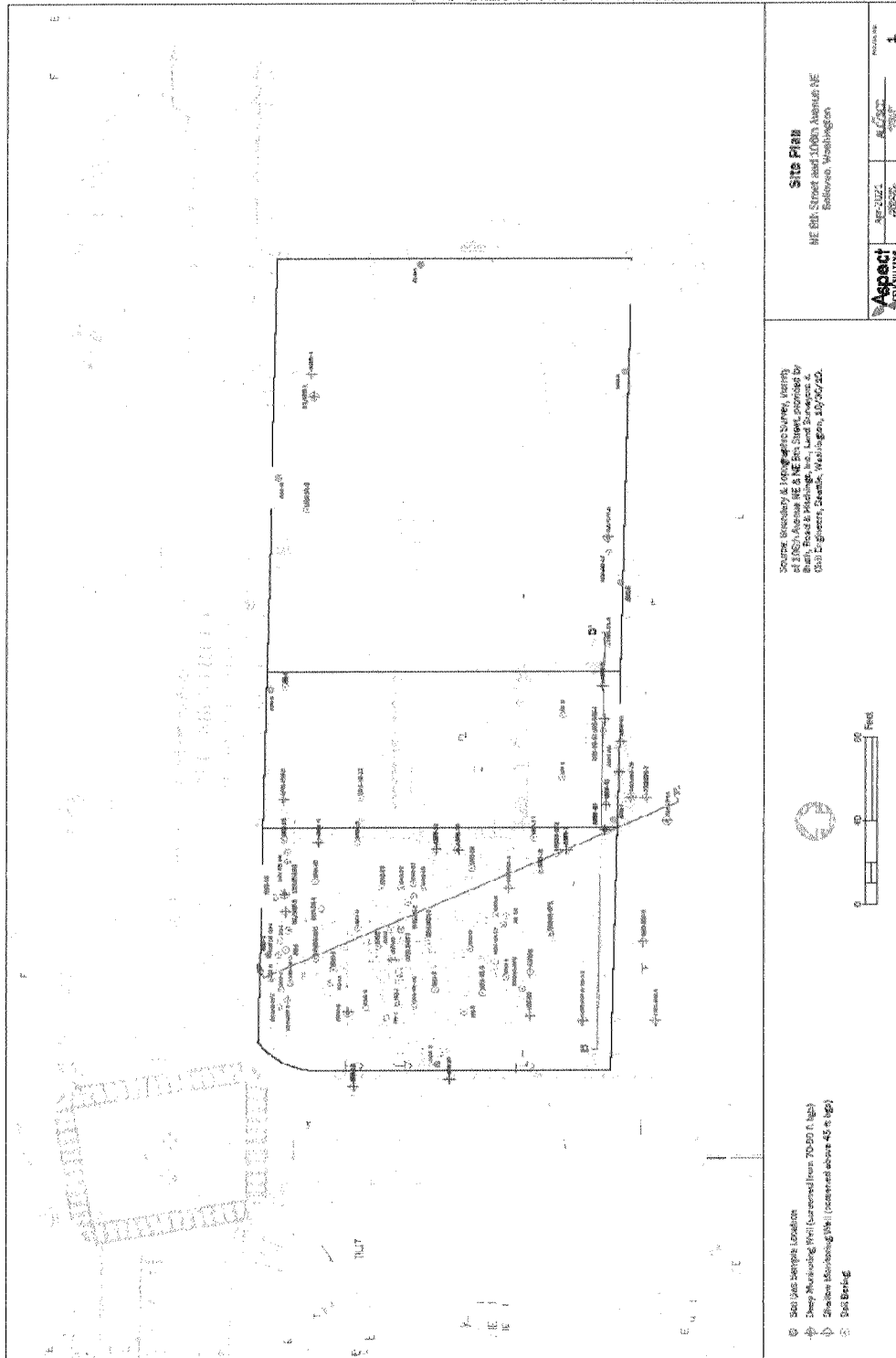
Exhibit A

LEGAL DESCRIPTION

CHERITON FRUIT GARDENS PLAT # 1 LOT 1 BELLEVUE BLA#20-111234 LW
REC#20201021900001 SD BLA DAF- PCLS B & C & D BE BLA#08-116047
REC#20090127900002 BEING NLY POR LOT 2 SD BLK 2 ADJ NE 8TH ST LESS STS
LESS ST PER REC# 20211105000369

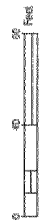
Exhibit B

PROPERTY MAP



Source: Strickland & Associates Survey, located at 11000 100th Avenue NE & ME 8th Street, provided by Brett, Road & Highway Inc., Land Services & Civil Engineers, Seattle, Washington, 10/20/2020.

- ⊙ SAS (SAS) Survey Location
- ⊕ Deep Measuring Wheel (parametric) 70-90 ft. (SAS)
- ⊖ Shallow Measuring Wheel (parametric) about 45 ft. (SAS)
- ⊙ SAS Benchmark



Aspect
 Surveying

Site Plan
 ME 8th Street and 100th Avenue NE
 Bellevue, Washington

1

Exhibit C

MAPS ILLUSTRATING LOCATION OF RESTRICTIONS

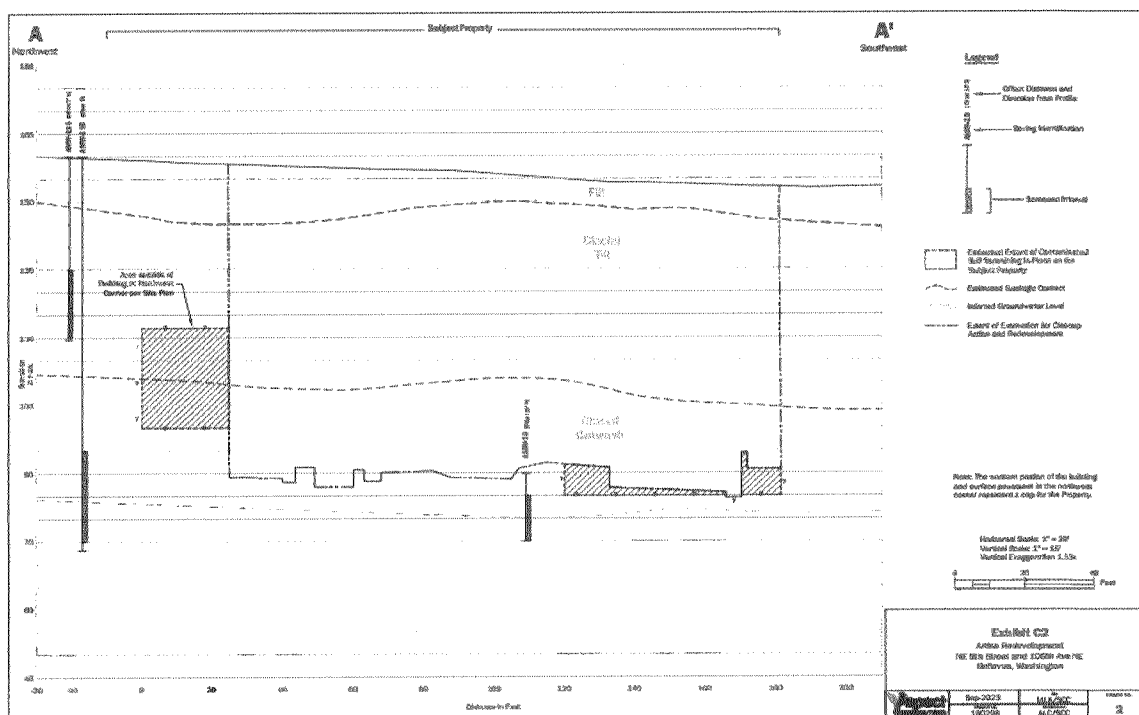
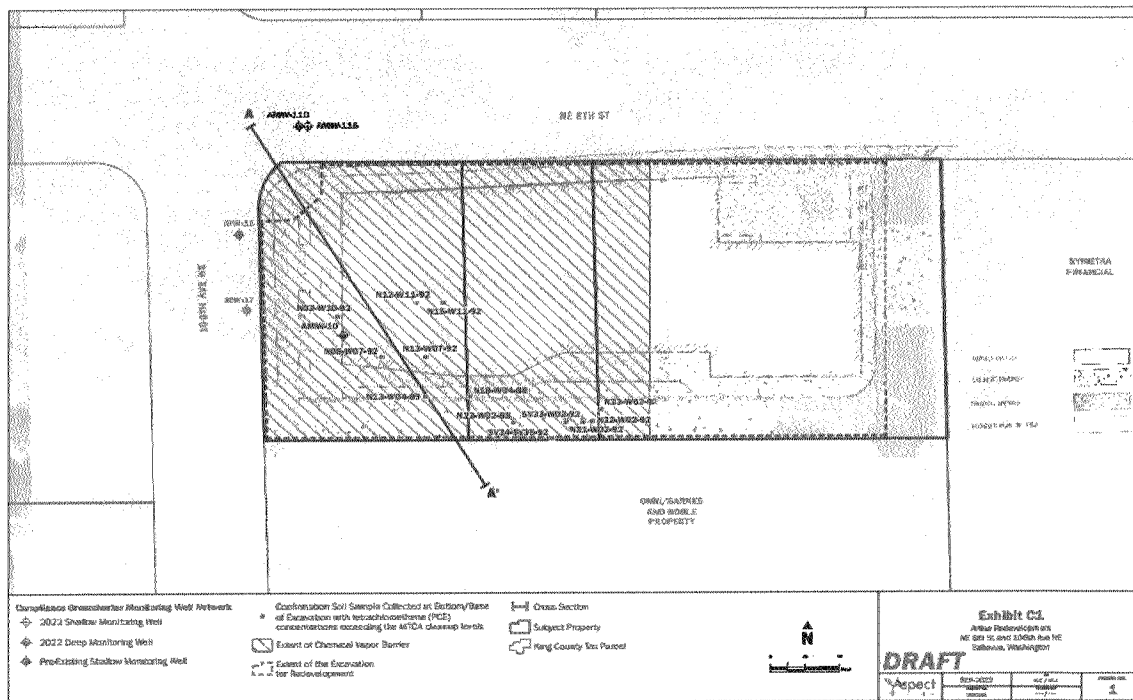


Exhibit D

SUBORDINATION AGREEMENT

KNOW ALL PERSONS, That KREF Lending I, LLC, a Delaware limited liability company, the beneficiary under and holder of that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing bearing the date of September 13, 2021, executed by SWB Bellevue II, LLC, a Delaware limited liability company, as Grantor, and recorded in the office of the County Auditor of King County, State of Washington, on September 14, 2021, under Auditor's File Number 20210914000035,, 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 _____ 2024, executed by SWB Bellevue II, LLC, a Delaware limited liability company and recorded in King County, Washington under Auditor's File Number _____.

KREF LENDING I, LLC,
a Delaware limited liability company

By: _____
Title: _____
Dated: _____

See attached

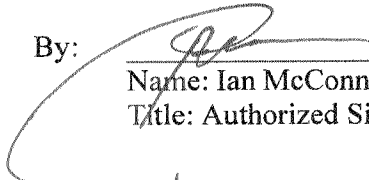
STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2024, I certify that _____ 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 _____ of KREF Funding I, LLC, a Delaware limited liability company, to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Notary Public in and for the State of Washington
Residing at _____
My appointment expires _____

KREF LENDING I, LLC,
a Delaware limited liability company

By: 
Name: Ian McConnell
Title: Authorized Signatory

Dated: 3/14/24

Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF San Francisco) ss:

On March 14, 2024 before me, Gary Hirsch personally appeared Ian McConnell, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: 

(NOTARY SEAL)

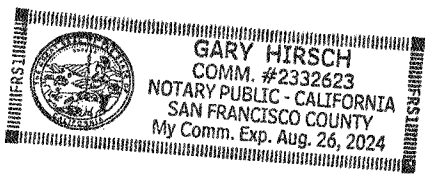


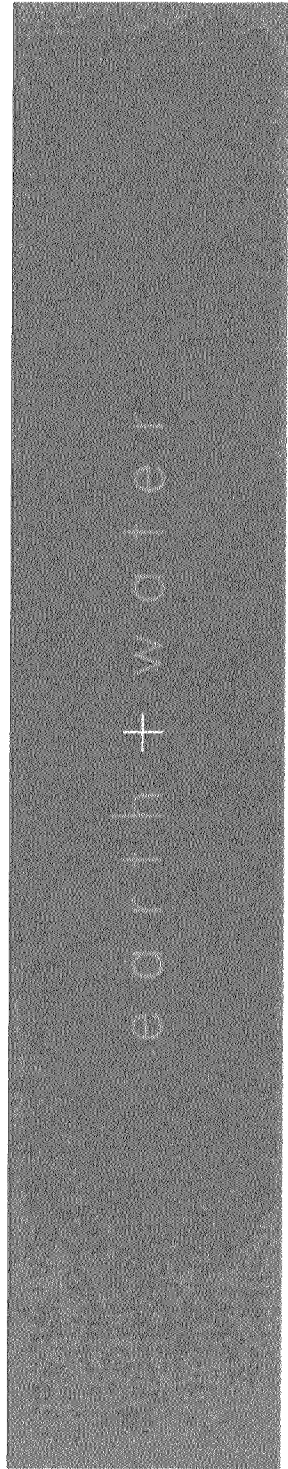
Exhibit E
**Cap Inspection and Groundwater
Monitoring Plan**

CAP INSPECTION AND
GROUNDWATER MONITORING
PLAN

NE 8th and 106th (The Artise) Redevelopment
Bellevue, Washington
Cleanup Site ID: 7649
Facility Site ID: 5569973

Prepared for: SWB Bellevue II, LLC

Project No. 190298 • February 13, 2024 FINAL





**CAP INSPECTION AND
GROUNDWATER MONITORING PLAN**
NE 8th and 106th (The Artise) Redevelopment
Bellevue, Washington
Cleanup Site ID: 7649
Facility Site ID: 5569973

Project No. 190298 • February 13, 2024 FINAL

Aspect Consulting

Ali Cochrane, LG
Senior Geologist
ali.cochrane@aspectconsulting.com



2/13/2024

Jessica A. Smith

Jessica Smith, LG
Principal Geologist
jessica.smith@aspectconsulting.com

V:\190298 Schnitzer - NE 8th and 106th Development\Deliverables\2024.02 Exhibit E - CIP + GWMP\EC Exhibit E - Cap Inspection and GWM Plan_02132024.docx

ASPECT CONSULTING

Contents

1	Introduction	1
2	Cap Inspection Plan	3
2.1	Cap Description.....	3
2.2	Cap Requirements	3
2.3	Cap Inspections	3
2.4	Cap Maintenance	4
3	Groundwater Monitoring Plan	4
3.1	Monitoring Wells Protection	4
3.2	Groundwater Performance Monitoring.....	5
3.3	Monitoring Well Decommissioning	5
4	References	6
5	Limitations	6

List of Figures

1	Site Features and Historical Uses
2	Post-Construction Groundwater Monitoring Well Network

List of Appendices

A	Cap Inspection Record and Cap Maintenance Record Forms
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1 Introduction

This Cap Inspection Plan (CIP) and Groundwater Monitoring Plan (GWMP) has been developed for the Artise redevelopment property at 788 106th Avenue NE in Bellevue, Washington (Subject Property). The Subject Property is currently owned by SWB Bellevue II, LLC, and is being redeveloped as The Artise, a commercial office building with multiple levels of subgrade parking.

A remedial action was conducted at the Subject Property in 2021 and 2022 in accordance with the Cleanup Action Plan (CAP; Aspect, 2020) and the Washington State Model Toxics Control Act (MTCA), Chapter 70A.305 Revised Code of Washington (RCW) and its implementing regulation Chapter 173-340 Washington Administrative Code (WAC). The purpose of the remedial action was to remove contaminated soil and groundwater associated with three sources of contamination, each of which are considered separate MTCA Sites, shown on Figure 1:

1. **Artise Site – Petroleum-contaminated soil.** Petroleum-contaminated soil on the western parcel and central parcel, sourced from former gas station and residential (likely the use of a heating oil) activities on the Subject Property, form the MTCA-defined Site for the cleanup action. The Artise Site is enrolled in the Washington State Department of Ecology’s (Ecology’s) Voluntary Cleanup Program (VCP) as “Bellevue Corner UNOCAL 4511” (VCP No. NW3259, Site No. 5569973, Cleanup Site No. 7649).
2. **Thinker Toys Site – Chlorinated solvent-contaminated soil and groundwater.** Soil and groundwater on the western portion of the Subject Property had also been affected by releases of tetrachloroethene (PCE) from an upgradient former dry-cleaner property referred to as the Thinker Toys Site. The Thinker Toys Site is enrolled in Ecology’s VCP as “Thinker Toys” (VCP No. NW2338, Site No. 2462690, Cleanup Site No. 2477).
3. **Onni 106th Ave Site (Onni Site)¹ – PCE-contaminated soil.** Shallow soil along the south property boundary had been affected by releases of PCE, likely from a catch basin located on the south-adjointing property. The Onni Site is enrolled in Ecology’s VCP as “Onni 106th Ave Bellevue LLC” (VCP No. XN0011, Site ID: 73977, Cleanup Site ID: 14996).

As described in the CAP (Aspect, 2020) and documented in the Cleanup Action Report (CAR; Aspect, 2023a), the remedial action consisted of the following components:

- **Remedial excavation** to remove contaminated soil and groundwater located within the redevelopment construction footprint to elevations ranging between 91 and 89 NAVD88 (approximately 60 to 75 feet below ground surface; bgs).

¹ The “Onni 106th Ave Site” is also referred to as the “Onni Site” and “Barnes and Noble Property” in prior reports, including the Remedial Investigation / Feasibility Study and Cleanup Action Plan (Aspect, 2020)

ASPECT CONSULTING

Contaminated soil associated with the Artise Site and south-adjacent Onni Site was successfully excavated and removed from the Subject Property during property redevelopment; however, residual chlorinated solvent-contaminated soil and groundwater remains on the Subject Property sourced from the upgradient Thinker Toys Site.

- **Engineering controls** consisting of drainage features and a chemical vapor barrier. The drainage features included temporary and permanent drainage constructed on the shoring wall of the new development to prevent the Thinker Toys Site shallow contaminated groundwater plume from migrating vertically to the deep aquifer and to allow the shallow contaminated groundwater to migrate along its natural flow path around the foundation wall toward the west and south. The chemical vapor barrier was installed at the vertical and horizontal foundation walls covering the western two-thirds of the foundation to prevent vapor intrusion of solvents from residual Thinker Toys Site contamination below, north, and west of the new building.
- **Institutional controls** include a cap (the newly constructed building and associated hardscape) and an environmental covenant to prevent future, unrestricted development or any other activities that could create exposure pathways for direct contact with Thinker Toys Site contaminated soil remaining in place, and direct contact or use of contaminated shallow groundwater sourced from the upgradient Thinker Toys Site.
- **Compliance groundwater monitoring** was completed from deep and shallow groundwater monitoring wells over four consecutive quarters to monitor post-cleanup/construction groundwater conditions associated with the Subject Property. As expected, chlorinated solvents were present in shallow monitoring wells north (upgradient) and west of the Subject Property at concentrations greater than the MTCA cleanup levels, but were either not detected or were detected at concentrations less than the MTCA cleanup levels in the deep monitoring wells (Aspect, 2023b).

Although the mass excavation for redevelopment resulted in remediation of a portion of the Thinker Toys Site, PCE-contaminated soil and groundwater associated with the Thinker Toys Site remains beyond the redevelopment mass-excavation extent and has been documented by confirmation soil sampling and compliance groundwater sampling conducted during the cleanup action. In accordance with the CAP, the residual contamination is capped by the new building and associated hardscape features and groundwater monitoring wells have been installed.

This CIP and GWMP is included as Exhibit E of the Environmental Covenant (EC) and describe the inspections and monitoring required to be in compliance with the requirements of the EC.

2 Cap Inspection Plan

2.1 Cap Description

The cap at the Artise Site consists of the following components:

- Hard cap consisting of the foundation of the western portion of the building (approximately 8-inch-thickness of concrete), which can be accessed at the bottom floor of the parking garage; and,
- Hardscape areas at street level consisting of asphalt roadway and concrete sidewalk overlaying the contained contaminated soil and groundwater in the northwest corner of the Subject Property.

The purpose of the cap is to minimize the potential for contact with contaminated soil and groundwater. The building foundation and hardscape areas are shown relative to residual soil contamination on Exhibits C1 and C2 of the EC.

2.2 Cap Requirements

As described in the EC, existing structures, pavement, and soil shall not be removed from the Subject Property in any manner that would expose contaminated soil, result in a release of contaminants to the environment, or create an exposure pathway. If any portion of the cap needs to be removed or disturbed, prior written approval from Ecology will be required.

2.3 Cap Inspections

The property owner (or owner's representative) is responsible for conducting inspections to ensure that the cap features (building foundation and hardscape areas) described in Section 2.1 continue to provide effective protection against direct-contact exposure to underlying contaminated soil and groundwater. Inspections shall be completed on an annual basis and shall consist of a visual survey of the cap surface to evaluate the presence of cracks, breaks, or other impacts to the cap integrity.

If a potential cap breach or other potential deficiency is reported to the property owner by a tenant or others, it shall trigger an immediate (non-routine) inspection. Non-routine inspections shall also be conducted following an event that could potentially damage the cap, such as an earthquake.

Inspections shall be documented on a Cap Inspection Record (Form 1), which provides a checklist of items to be addressed. If a condition of potential concern is observed (e.g., a breach in the cap), the property owner shall immediately take steps to limit access to the area of concern, evaluate the condition and, if necessary, initiate cap maintenance as discussed in Section 2.4.

ASPECT CONSULTING

The property owner shall submit Cap Inspection Records to Ecology² within 30 days of conducting an inspection. This submittal shall also include Cap Inspection Records for any non-routine inspections conducted during the year (i.e., since the previous submittal).

2.4 Cap Maintenance

The property owner (or owner's representative) is responsible for providing any maintenance that is required to ensure that the cap remains functional. Maintenance will be performed on an as-needed basis when a deficiency is determined to exist. Maintenance shall restore the cap to meet the minimum requirements described in Section 2.2, or alternate requirements approved by Ecology. In accordance with the EC, the property owner shall notify Ecology within 48 hours of discovering a deficiency in the cap, and then promptly repair the cap damage to restore its function.

Maintenance activities to address breaches of or damage to the cap will be documented on a Cap Maintenance Record (Form 2). Documentation shall include a detailed description of the problem (in Section 1 of the form) and of the maintenance performed (in Section 2 of the form). The location of the work will be clearly indicated on a figure, and photographs should be taken both before and after maintenance is performed. The Cap Maintenance Records and photographs will be used to track and document cap repairs. The individual who identifies a maintenance item will complete Section 1 of the Cap Maintenance Record. The individual responsible for coordinating and approving maintenance will complete Section 2 of the form when the repair has been completed. The property owner shall submit the completed Cap Maintenance Record and associated documentation to Ecology within 30 days of completing the repair.

3 Groundwater Monitoring Plan

One new groundwater monitoring well (AMW-10) is located on the Subject Property, two additional new groundwater monitoring wells (AMW-11S, and AMW-11D) are located in the right-of-way (ROW) to the north of the Subject Property, and two pre-existing monitoring wells (MW-17 and MW-18) are located in the ROW west of the Subject Property (Figure 2). Monitoring wells AMW-10 and AMW-11D are screened in the deep regional aquifer and AMW-11S, MW-17, and MW-18 are screened in the shallow groundwater zone (Aspect, 2023a and 2023b). This section outlines plans to protect these wells and for monitoring groundwater at the Subject Property.

3.1 Monitoring Wells Protection

Due to the unremediated upgradient contaminated groundwater plume from the Thinker Toys Site, shallow groundwater beneath the northwest corner of the Subject Property remains contaminated and deep groundwater may become contaminated. To facilitate potential future monitoring of the Thinker Toys Site contaminated groundwater plume, the monitoring wells located at the Subject Property will be protected.

² The Ecology contact person is identified in the EC.

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The monitoring wells shall remain accessible and protected from damage until Ecology states in writing that they may be decommissioned. If any of these wells are damaged, Ecology must be notified within 48 hours. Unless Ecology approves of an alternative plan in writing, the damaged monitoring well will be promptly repaired and a report documenting the work will be submitted to Ecology.

3.2 Groundwater Performance Monitoring

Because the groundwater contamination is sourced solely from the upgradient Thinker Toys Site and is not associated with the Artise Site, ongoing compliance monitoring and/or monitored natural attenuation (MNA) is not a requirement of the EC for the Subject Property. However, the property owner will complete one groundwater monitoring event 5 years post closure of the Artise Site in support of Ecology's 5-year periodic review of the cleanup action conducted at the Subject Property. During this sampling event, groundwater samples will be obtained from each of the five monitoring wells (MW-17, MW-18, AMW-10, AMW-11S, and AMW-11D) and will be submitted for chemical analysis of chlorinated solvents. These results will be summarized in a groundwater monitoring report for submittal to Ecology.

3.3 Monitoring Well Decommissioning

Following the sampling event at the 5-year review period, the property owner may request to decommission monitoring wells AMW-10, AMW-11S, and AMW-11D. If Ecology approves the requested, the monitoring wells will be properly decommissioned by a licensed driller in accordance with the requirements of WAC 173-160-460.

Ecology or others may elect to continue to maintain the wells as part of the Thinker Toys investigation. In this case, although the property owner will still provide access to the monitoring well located on the Subject Property (AMW-10), the monitoring wells will no longer be the responsibility of the Subject Property owner and will be maintained, sampled, and eventually decommissioned by others, in accordance with a future agreement between the property owner and Ecology or others.

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4 References

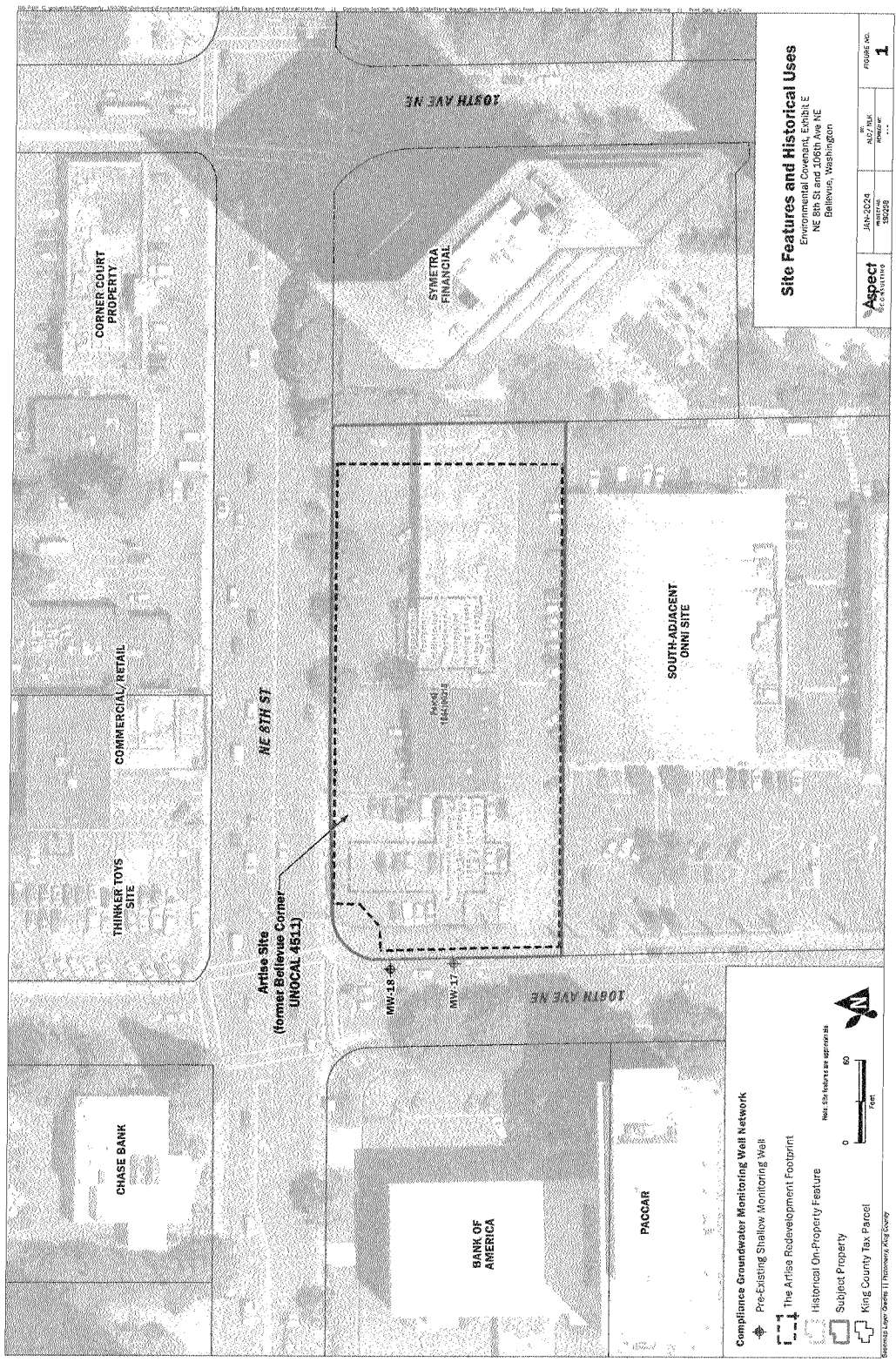
- Aspect Consulting, LLC (Aspect), 2020, Remedial Investigation/Feasibility Study and Cleanup Action Plan, NE 8th and 106th (The Artise) Redevelopment, Bellevue, Washington, dated November 20, 2020.
- Aspect Consulting, LLC (Aspect), 2023a, Cleanup Action Report, NE 8th and 106th (The Artise) Redevelopment, Bellevue, Washington, dated September 15, 2023.
- Aspect Consulting, LLC (Aspect), 2023b, Groundwater Monitoring Report, NE 8th and 106th (The Artise) Redevelopment, Bellevue, Washington, dated September 15, 2023.

5 Limitations

Work for this project was performed for SWB Bellevue II, LLC (Client), and this report was prepared in accordance with generally accepted professional practices for the nature and conditions of work completed in the same or similar localities, at the time the work was performed. This report does not represent a legal opinion. No other warranty, expressed or implied, is made.

All reports prepared by Aspect Consulting for the Client apply only to the services described in the Agreement(s) with the Client. Any use or reuse by any party other than the Client is at the sole risk of that party, and without liability to Aspect Consulting. Aspect Consulting's original files/reports shall govern in the event of any dispute regarding the content of electronic documents furnished to others.

FIGURES



Site Features and Historical Uses

Environmental Covenant, Exhibit E
 NE 5th St and 106th Ave NE
 Bellevue, Washington

Aspect Environmental	DATE	PROJECT NO.
	JAN 2024	1
BY	NO. / DATE	DATE
AMERICA	350208	...

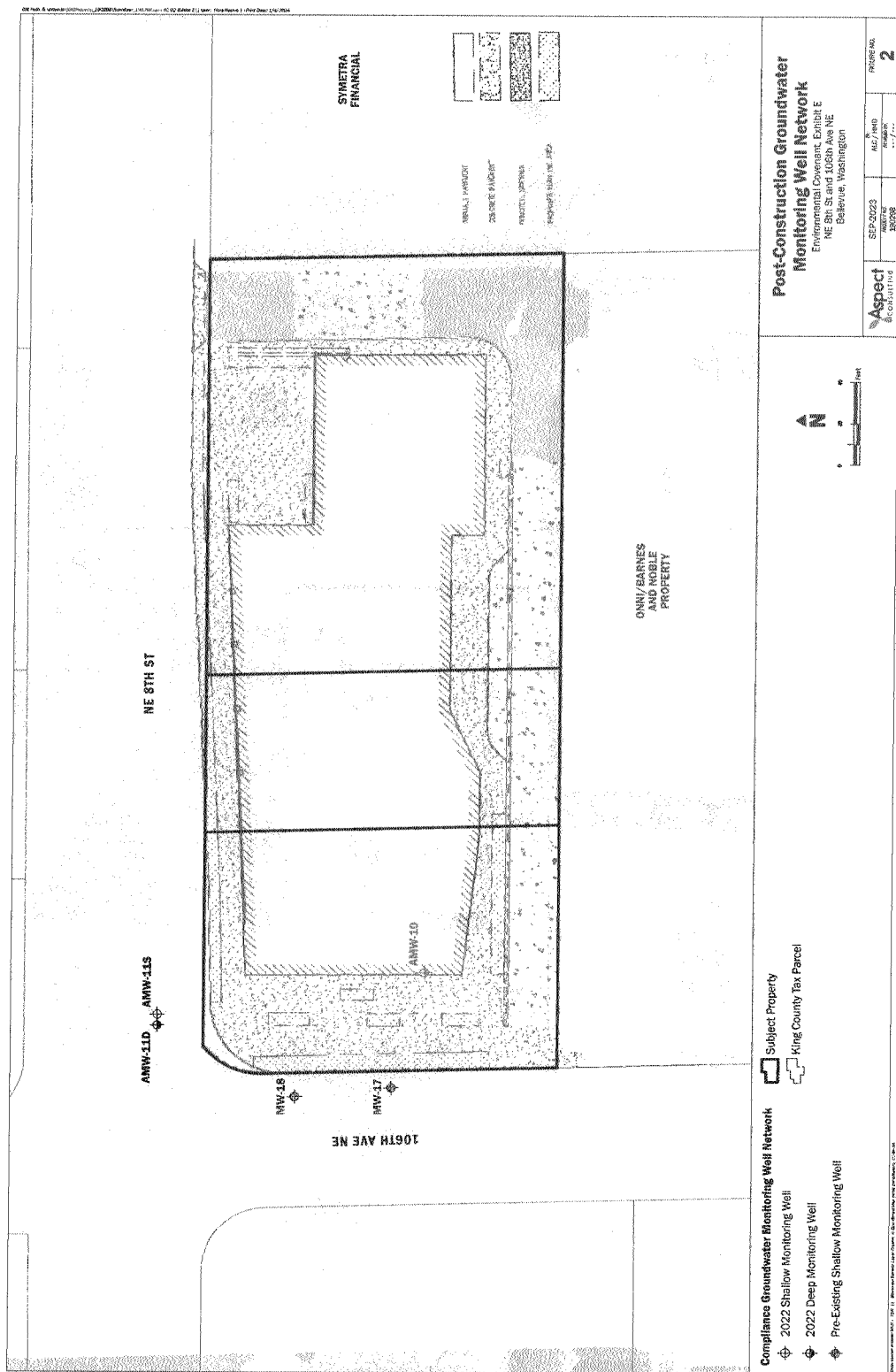
Compliance Groundwater Monitoring Well Network

- Compliance Groundwater Monitoring Well
- Pre-Existing Shallow Monitoring Well
- The Artise Redevelopment Footprint
- Historical On-Property Feature
- Subject Property
- King County Tax Parcel

Max. Dist. between any two wells is approximately 60 Feet




Reference Layer: OpenStitch | 11 | 11/20/2023 King County



APPENDIX A

**Cap Inspection Record and
Cap Maintenance Record Forms**



Property Address: 10605 NE 8th Street, Bellevue, Washington
 Ecology IDs: FS No. 5569973, CS No. 7649, VCP No. NW3259

Weather Conditions: _____
 Routine Inspection Non-Routine Inspection

Provide the reason if conducting a non-routine inspection: _____


Date: _____
 Inspector's Name: _____
 Inspector's Signature: _____
 Inspector's Title/Affiliation: _____

FORM 1 - CAP INSPECTION RECORD Cap Inspection and Maintenance Plan, The Artise (Bellevue Corner UROCAL 4811)
 Bellevue, Washington

INSPECTION ITEM ¹	None	Repair Needed	COMMENTS/NOTES
1. Street Level Hardscape Areas (northwest corner of Property)			
a. Absence of pavement or concrete?			
b. Cracks or ruts in pavement or concrete?			
c. Damage, unusual disturbance?			
d. Subsurface settlement or ponding?			
2. Building Foundation Hard Cap Areas (bottom level of parking garage in the western portion of building)			
a. Absence of pavement or concrete?			
b. Cracks or ruts in pavement or concrete?			
c. Damage, unusual disturbance?			
d. Subsurface settlement or ponding?			
Deficient Action Items & Other Comments:			

Notes
 1) Inspect entire capped area and identify areas that represent potential for direct contact exposure to or erosion of capped material. Attach a marked-up property sketch or aerial photograph, indicating areas inspected, locations of problem areas (examples above), and inaccessible areas. Include photos of problem areas, if observed.

Revision: September 2023

	Revision: September 2023	
	Property Address: 10605 NE 8th Street, Bellevue, Washington Ecology IDs: FS No. 5569973, CS No. 7649, VCP No. NW3259	
FORM 2 - CAP MAINTENANCE RECORD	Cap Inspection and Maintenance Plan, The Artise (Bellevue Corner UNOCAL 4511) Bellevue, Washington	
SECTION 1		
Problem Description:	Date Deficiency Observed: _____	
	Deficiency Reported By: _____	
SECTION 2		
Maintenance Performed:	Firm Performing Maintenance: _____	
	Maintenance Start Date: _____	
	Maintenance Completion Date: _____	
Approved By Property Owner		
	Printed Name: _____	
	Signature: _____	
	Title/Affiliation: _____	
		Date: _____