



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, Washington 98504-7600 • 360-407-6300

September 17, 2025

Kanon Kupferer
Ichijo USA Co., Ltd
1406 40th Place NE, Ste 104
Bellevue, WA 98007
kanon@ichijousa.com

Re: No Further Action opinion for the following contaminated Site

Site name: Former Brookdale Golf Club
Site address: 1802 Brookdale Road E, Tacoma, Pierce County, WA 98445
Facility/Site ID: 7758
Cleanup Site ID: 14894
VCP Site: XS0016

Dear Kanon Kupferer:

The Washington State Department of Ecology (Ecology) received your application to enter the expedited Voluntary Cleanup Program (VCP) process on December 13, 2023. A Groundwater Assessment Work Plan was included with the application. Additional documents followed, as discussed herein. This letter provides our opinion and analysis. We are providing this opinion under the authority of the [Model Toxics Control Act \(MTCA\)](#),¹ [chapter 70A.305](#)² Revised Code of Washington (RCW).

Opinion

Ecology has determined that no further remedial action is necessary at the Site.

This opinion depends on the continued performance and effectiveness of the post-cleanup controls and monitoring specified in this letter and in the environmental covenant (EC) in **Appendix B**.

¹ <https://apps.ecology.wa.gov/publications/SummaryPages/9406.html>

² <https://app.leg.wa.gov/RCW/default.aspx?cite=70A.305>

Ecology bases this opinion on an analysis of whether the remedial action meets the substantive requirements of MTCA and its implementing regulations, which are specified in chapter 70A.305 RCW and [chapter 173-340](https://apps.leg.wa.gov/WAC/default.aspx?cite=173-340)³ WAC (collectively called “MTCA”).

Summary of Opinion

Operation of the Former Brookdale Golf Club ran from about 1930 to 2019. Ichijo USA purchased the parcels associated with the Golf Club to subdivide and develop the Property as a single-family residential subdivision. Chlorinated pesticides in soil were discovered at the Site during environmental investigations for the new development in 2016 and 2017, and an Early Notice letter was issued for the Site in April 2019. A Remedial Investigation and Feasibility Study (RI/FS) report, and Cleanup Action Plan (CAP) were also prepared in 2019. Dieldrin in soil at the former golf greens and tees was found to be the primary contaminant of concern at the Site and was selected as an indicator hazardous substance for cleanup work.

Excavation cleanup work was performed at 36 Areas of Interest (AOIs) between June and November 2019. The Site was entered into Ecology’s VCP (project SW1672), and Ecology issued further action letters on December 10, 2019, and August 4, 2020. Additional investigations were performed, and a Supplemental RI Report was issued on May 29, 2022, and a Cleanup Action Report was issued on August 31, 2022. Ecology provided additional feedback in a letter dated January 30, 2023.

The Site was enrolled into the expedited VCP process as project XS0016 on January 3, 2024. Additional characterization work, including groundwater sampling followed. Dieldrin was found in groundwater at a concentration above the MTCA cleanup in one monitoring well. A disproportionate cost analysis (DCA) dated April 10, 2025, was submitted to Ecology. That DCA focused on the groundwater at that location. That DCA concluded that risks from the groundwater contamination associated with the one monitoring well could be effectively managed via institutional controls memorialized in an Environmental Covenant (EC). An Ecology signed EC was recorded at Pierce County on September 10, 2025. Continued groundwater monitoring will be required, and results must be provided to Ecology for our 5-year periodic review of the Site.

³ <https://apps.leg.wa.gov/WAC/default.aspx?cite=173-340>

Site Description

This opinion applies only to the Site described below. The Site is defined by the nature and extent of contamination associated with the following release(s):

- Chlorinated pesticides (dieldrin) into the soil and groundwater.

Appendix A includes Site description, history, and diagrams. The Site was originally associated with four Pierce County tax parcels (0319158700, 0319158701, 0319225700, and 0319225701) totaling 142.3 acres. These parcels are hereinafter referred to as “the Property”. Subdivision of these parcels has taken place, and further subdivisions are anticipated in the future. The Site now including numerous single family residential parcels.

The contamination at the Site is attributable to historical application of chlorinated pesticides, including dieldrin, on golf greens and tees. The areas of contamination were designated as 36 AOIs, located throughout the Site.

Please note that releases from multiple sites can affect a parcel of real property. At this time, Ecology has no information that other sites affect the parcel(s) associated with this Site. Ecology notes that the Site is in an area of the Tacoma Smelter Plume (TSP) Site mapped with arsenic concentrations less than 20 parts per million (ppm). The Site is located approximately 6.7 miles southeast of the mapped area of the TSP Site with arsenic concentrations greater than 20 ppm (the Method A cleanup level), hence, risk of cleanup level exceedances from that Site appears to be low.

Basis for the Opinion

Ecology bases this opinion on the information in the documents listed in **Appendix C**.

You can request these documents by filing a [records request](#).⁴ For help making a request, contact the Public Records Officer at publicrecordsofficer@ecy.wa.gov or call 360-407-6040. Before making a request, check whether the documents are available on [Ecology’s Cleanup and Tank Search web page](#).⁵

This opinion is void if any of the information contained in those documents is materially false or misleading.

⁴ <https://ecology.wa.gov/About-us/Accountability-transparency/Public-records-requests>

⁵ <https://apps.ecology.wa.gov/gsp/Sitepage.aspx?csid=14894>

Analysis of the Cleanup

Ecology has concluded that no further remedial action is necessary to clean up contamination at the Site. Ecology bases its conclusion on the following analysis:

Characterizing the Site

Ecology has determined your completed Site characterization is sufficient for setting cleanup standards and selecting a cleanup action for the Site. **Appendix A** describes the Site. Contamination at the Property was characterized through soil, groundwater, and surface water sampling and analysis activities.

Site Contaminants and Impacted Media

Chlorinated pesticides have been found in soil and groundwater at concentrations exceeding MTCA cleanup levels. As further discussed below, dieldrin was selected as an indicator hazardous substance of the Site within the March 2019 Remedial Investigation and Focused Feasibility Study Report. Arsenic was also found at concentrations exceeding cleanup levels in one golf-green area, discussed below.

Site Investigations and Findings

2016-2017

During remedial investigations in 2017, a total of 67 soil samples were collected at 27 locations at depths of 0.5, 1.0, and 1.5 feet below ground surface (ft bgs). Aldrin was detected at concentrations exceeding its cleanup level at four locations, and dieldrin was found in 35 soil samples at concentrations exceeding its cleanup level. Maximum concentrations of aldrin and dieldrin in soil were 0.29 milligrams per kilogram (mg/kg) and 6.8 mg/kg, respectively. All of the aldrin exceedances were co-located with dieldrin exceedances, hence, dieldrin was identified as an indicator hazardous substance. Dieldrin was found to be associated with golf greens and tees, but no dieldrin cleanup level exceedances were found in the fairway areas (no pesticide spraying reportedly took place in the fairways).

One groundwater sample and one surface water (pond) sample were collected during the 2017 RI work. No chlorinated pesticides were found in the pond sample. Dieldrin was found in a groundwater sample from one temporary groundwater sampling location (B-4:GW). A monitoring well (MW-1) was installed adjacent to this temporary location (see Figure 5 in Appendix A), and no dieldrin was found in the groundwater sample.

Four additional monitoring wells were later installed and sampled in this golf green (see Figure 2 in Appendix A) and no chlorinated pesticides were detected in the samples from these wells.

2018

Additional RI soil sampling was conducted in 2018. A total of 433 soil samples were collected from 15 areas further divided into 36 subareas. The 15 areas generally corresponded to golf holes, and the 36 subareas were generally the tees and greens within a given hole. Dieldrin exceeded its cleanup level in 220 of 433 soil samples, with a maximum concentration of 20 mg/kg.

2019

Additional soil characterization work was conducted during excavation cleanup work conducted between June and November of 2019. Performance and confirmation sampling results were reported within the August 2022 Cleanup Action Report. A total of 1,231 confirmation soil samples were collected from the 36 AOIs plus one maintenance compound area. The excavation cleanup is further discussed below.

2020

Supplemental soil and groundwater characterization was conducted in early 2020 at Ecology's request. A total of 33 soil samples were analyzed for arsenic, and 13 samples were analyzed for other constituents requested by Ecology. Five soil samples had arsenic concentrations exceeding the Method A cleanup level of 20 mg/kg, with a maximum concentration of 95 mg/kg. All of these exceedances were found in one golf green only (the golf green for hole 11). None of the other constituents had cleanup level exceedances.

A total of 10 groundwater samples were collected in 2020 and analyzed for dieldrin and other constituents requested by Ecology. No dissolved arsenic was detected in these samples (total arsenic results were elevated likely due to high turbidity from these temporary sampling locations). No cleanup level exceedances were found in the groundwater samples except for dieldrin at one location (0.032 microgram per liter [$\mu\text{g/L}$] at location B-4, above the Method B cleanup level of 0.055 $\mu\text{g/L}$).

A total of five surface water samples and nine sediment samples were collected in 2020 and analyzed for dieldrin and other constituents requested by Ecology. No cleanup level exceedances were found in any of those samples.

2021

Five monitoring wells (MW-1 through MW-5) were installed near temporary location B-4, where a dieldrin cleanup level exceedance in groundwater occurred in 2020. These monitoring wells were sampled three times in 2021. No dieldrin was detected in these monitoring wells, therefore, Ecology concluded that the dieldrin in groundwater at B-4 may have been associated with turbid water from this temporary sampling location, and no further action was warranted within respect to dieldrin in groundwater at that location.

2024

Additional groundwater and surface water characterization was conducted in 2024 at Ecology's request due to elevated detection limits during previous sampling events. This included the installation and sampling of 12 monitoring wells and collection of five surface water samples. Dieldrin was found in soil at concentrations exceeding the Method B cleanup level of 0.0055 µg/L at one monitoring well (JSH-MW-7) with a maximum concentration of 0.084 µg/L (see Figure 5 in Appendix A for the well location). No dieldrin was detected in any of the surface water samples.

At Ecology's request, additional monitoring wells were installed upgradient and downgradient of JSH-MW-7 to define the extent of contamination (see supplemental Figure 1 in Appendix A). No dieldrin was detected in these monitoring wells. Ecology has concluded that the dieldrin in groundwater appears to be limited to the immediate vicinity of monitoring well JSH-MW-7.

Conclusions Regarding Site Characterization

A considerable amount of soil and groundwater characterization activities took place between 2016 and 2024. Ecology concurs with the sufficiency of the work to characterize soil, groundwater, surface water, and sediment at the Site. Dieldrin in soil contamination was found in each of the 36 AOIs. Arsenic in soil contamination was found at only one AOI (AOI-20, at the golf green for hole 11). Cleanup of the soil contamination is discussed below.

No groundwater, surface water, or sediment contamination was found, except for dieldrin in groundwater at one temporary location (B-4:GW) and at one monitoring well (location JSH-MW-7). As discussed above, no dieldrin was found in five monitoring wells completed adjacent to and in the vicinity of B-4:GW, so no further actions regarding dieldrin in groundwater at this location is warranted. The dieldrin in groundwater at location JSH-MW-7 was verified and is further discussed below.

Setting Cleanup Standards

Ecology has determined the cleanup levels and points of compliance you set for the Site meet the substantive requirements of MTCA. The following cleanup levels and screening levels have been selected for soil and groundwater at the Site:

Table 1. Cleanup Levels for Soil, Groundwater, Surface Water, and Sediments

Contaminant	Soil Cleanup Level (mg/kg)	Groundwater Cleanup Level (µg/L)	Surface Water Cleanup Level (µg/L)	Sediment Screening Level (µg/L)
Arsenic	20*	5.0*	5.0	14, 120 [§]
Dieldrin	0.063 [†] /0.0028 [‡]	0.0055 [†]	0.000087 ^{†,¶}	4.9, 9.3 [§]
Aldrin	2.4 [†] /0.059 [‡]	0.0026 [†]	0.000082 ^{†,¶}	NL

* Method A cleanup level.

† Method B direct contact (cancer) based cleanup level.

‡ Method B soil-protective-of groundwater based cleanup level.

¶ The surface water cleanup level is adjusted upward based on the application of appropriate practical quantitation limits for water samples. A detection limit of 0.02 µg/L for Dieldrin was achieved at the Site.

§ Sediment Cleanup Objective (SCO) and Cleanup Screening Level (CSL), respectively.

NL = no SCO or CSL provided in the Sediment Cleanup User's Manual (SCUM).

Cleanup of dieldrin-contaminated soils at the Site was based on the direct contact-based cleanup level for soil of 0.063 mg/kg. Ecology considers this sufficient since 1) the detection limit for dieldrin was 0.01 mg/kg, and 2) an empirical demonstration regarding a lack of impact to groundwater from contaminated soils has generally been made (the exception being solely at monitoring well JSH-MW-7). Dieldrin has a relatively low mobility and risk of groundwater contamination from soils with concentrations less than the direct contact-based cleanup level are considered to generally be low.

Points of Compliance

The points of compliance for soil are throughout the Site. Cleanup levels based on the direct contact pathway apply to soils to a depth of 15 ft bgs, whereas cleanup levels for the soil-to-groundwater pathway apply without regard to depth.

The points of compliance for groundwater are also throughout the Site. As previously discussed, groundwater contamination was found solely at one location (JSH-MW-7).

Terrestrial Ecological Evaluation (TEE)

There is a considerable amount of open space within 500 feet of the Site, therefore, based on completion of MTCA Table 749-1, the simplified TEE process cannot be ended. It should be noted that with the construction of single-family residential units, the amount of open space in the area is declining. Because the vicinity of the Site is within a generally urbanized area south of Tacoma, native vegetation or special habitat appear to be unlikely, hence application of Simplified TEE-based concentrations are indicated.

The TEE-based concentrations from Table 749-2 for dieldrin and arsenic are 0.17 mg/kg and 20 mg/kg, respectively. The selected cleanup levels for soil are more restrictive or equal to these concentrations; therefore, selected cleanup levels based on protection of human health will also be protective of ecological receptors. Ecology notes that even if the full TEE values in MTCA Table 749-3 were applied, the cleanup level for dieldrin in soil of 0.063 mg/kg is still more restrictive than the TEE-based concentration of 0.07 mg/kg for wildlife.

Selecting the cleanup action

Ecology has determined the cleanup action you selected for the Site meets the substantive requirements of MTCA. The selected cleanup actions were as follows:

- Excavation and offsite disposal of dieldrin and arsenic contaminated soils.
- Institutional controls memorialized within an EC, and continued groundwater monitoring for the dieldrin in groundwater at location JSH-MW-7.

Because excavation and offsite disposal is a permanent remedy under MTCA, no feasibility study (FS) or disproportionate cost analysis (DCA) was needed. A DCA was performed for the dieldrin contaminated groundwater at location JSH-MW-7. The DCA included the following:

Table.8;.Disproportionate.Cost.Analysis.for.Dieldrin.in.Groundwater.at.JSH_MW_

Alternative	Description	Benefit Score	Cost
1	Institutional Controls & Monitoring	3.7	\$101,800
2	Groundwater Extraction System	3.7	\$538,000
3	In-situ Bioremediation	3.1	\$364,000

Ecology concurs with the results of the DCA that the costs for Alternatives 2 and 3 are disproportionately high when compared to relative benefits when compared with Alternative 1, and Alternative 1 is the preferred alternative for the Site. Ecology considers institutional controls memorialized within an EC to be protective to ensure no exposures to the contaminated groundwater occur. It should be noted that monitoring well JS-MW-7 is located within an area outside of the planned residential development, within an area that is planned for landscaping (see supplemental Figure 1 in Appendix A).

An EC has been recorded for the Property, and continued monitoring requirements are detailed below.

Implementing the cleanup action

Ecology has determined the cleanup action you implemented for the Site meets the substantive requirements of MTCA. Excavation and offsite disposal of soil contaminated with dieldrin and arsenic took place between June and November of 2019. A total of 29,043 tons of dieldrin-contaminated soil were excavated and disposed of at the Hidden Hills Landfill in Puyallup, Washington. Disposal receipts were provided within the August 2020 Cleanup Action Report. Arsenic contaminated soils and a small amount of petroleum-impacted soils that were discovered during cleanup were also reportedly removed from the Site and properly disposed of.

The sufficiency of soil removal was demonstrated via 1,231 confirmation soil samples with dieldrin results less than the selected cleanup level. A total of 10 soil samples were also analyzed for petroleum via method NWTPH-Gx and NWTPH-Dx. No cleanup level exceedances for petroleum were found in any soil samples. The arsenic in soil exceeding cleanup levels was all reported to be within the excavation area at AOI-20.

Long-Term Protectiveness of the Implemented Cleanup Action

The excavation cleanup of dieldrin and arsenic in soil is a permanent solution under MTCA and can be considered protective over the long term. Risks from the dieldrin in groundwater at monitoring well JS-MW-7 are low. Ecology has concluded that risk to potable supply water wells in the vicinity of the Site is low, due to the depth and distance of those wells, and the low mobility of dieldrin in groundwater.

An EC has been recorded for the Property on September 10, 2025, that prohibits drinking water use of groundwater beneath the area of the Property in the vicinity of JSH-MW-7. Continued monitoring requirements are discussed below.

Monitoring Well Decommissioning

You must decommission resource protection wells⁶ installed as part of the remedial action that are not needed to conduct post-cleanup monitoring or for any other purpose at the Site. Wells must be decommissioned in accordance with WAC [173-160-460](https://app.leg.wa.gov/WAC/default.aspx?cite=173-160-460).⁷ Long-term monitoring requirements are discussed below.

Post-Cleanup Controls and Monitoring

Post-cleanup controls and monitoring are remedial actions performed to ensure compliance with cleanup standards. Ecology is issuing this NFA opinion based on the continued performance and effectiveness of the following post-cleanup remedial actions at the Site. Ecology may rescind this opinion if these remedial actions are not performed or do not effectively maintain the cleanup standards.

Compliance with institutional controls

Institutional controls prohibit or limit activities that may interfere with the integrity of engineered controls or result in exposure to contamination. The following site-specific institutional controls are needed at the Site:

- A prohibition on drinking water use of the groundwater beneath the area of the Property surrounding monitoring well JSH-MW-7.
- Protection of monitoring wells needed for continued monitoring.

To implement the controls, you recorded an EC on the following parcel of real property in Pierce County:

- Parcel No. 5005240361.

⁶ <https://app.leg.wa.gov/WAC/default.aspx?cite=173-160-410>

⁷ <https://app.leg.wa.gov/WAC/default.aspx?cite=173-160-460>

Ecology signed the EC on August 26, 2025, and it was recorded at Pierce County on September 10, 2025, (see Appendix B). To amend or terminate the EC, you must request additional review under the VCP.⁸

The recorded EC includes but is not limited to the following provisions:

- A prohibition on drinking water use of the groundwater beneath the area of the Property surrounding monitoring well JSH-MW-7 (see SSI/DCA Figure 5 in Appendix A).
- Protection of the monitoring wells needed for continued monitoring.

Performance of groundwater confirmational monitoring

Groundwater confirmational monitoring is needed at the Site to confirm the long-term protectiveness of the institutional controls at the Site. Continued groundwater monitoring requirements were discussed within the Supplemental Subsurface Investigation and Disproportionate Cost Analysis Report dated April 7, 2025, and are summarized below. Should there be any differences between the discussion within this letter and that report, then Ecology shall consider this letter to supersede the report.

Continued groundwater monitoring should take place at monitoring locations JSH-MW-7 and JSH-MW-11. Samples should be analyzed for dieldrin, and field turbidity measurements should also be reported. Post-NFA monitoring should take place on a 15-month interval, such that the four monitoring rounds are conducted prior to Ecology's 5-year periodic review, which is estimated to take place in the third quarter of 2030. Suggested periods for the groundwater monitoring events are July 2026, October 2027, January 2029, and April 2030.

Ecology will use the monitoring data during periodic reviews of post-cleanup conditions. Should any dieldrin cleanup level exceedance occur at JSH-MW-11, then Ecology must be notified within 48 hours. If such an exceedances concentrations persist, then this NFA decision could be rescinded.

⁸ Toxics Cleanup Program Procedure 440C:
<https://apps.ecology.wa.gov/publications/SummaryPages/1509057.html>

Groundwater monitoring results should be submitted to Ecology by August 15, 2030, for our 5-year periodic review. This submittal should include tabulated results, a sample location map, and the laboratory analytical report. **If the groundwater monitoring data are not submitted to Ecology by August 15, 2030, then this NFA opinion may be rescinded.** The need for continued monitoring beyond this period will be determined by Ecology's periodic reviewer during 5-year periodic review.

Periodic review of post-cleanup conditions

Ecology will conduct periodic reviews of post-cleanup conditions at the Site to evaluate whether they remain protective of human health and the environment. Periodic reviews are anticipated to occur on a five-year basis. Based on a periodic review, if Ecology determines the Site needs further remedial action, Ecology will rescind this opinion. **Ecology notes that the need for continued monitoring at the Site after the monitoring period stipulated above will be determined by Ecology's periodic reviewer.** The need for continued monitoring or not would be provided within the Periodic Review Report, the first of which is anticipated to be prepared by Ecology in approximately the third quarter of 2030.

Listing of the Site

Based on this opinion, Ecology will delete the Site from the Contaminated Sites List and add the Site to the No Further Action Sites List.

Limitations of the Opinion

Opinion does not settle liability with the state

Liable persons are strictly liable, jointly and severally, for all remedial action costs and for all natural resource damages resulting from the release or releases of hazardous substances at the Site. This opinion does not:

- Resolve or alter a person's liability to the state.
- Protect liable persons from contribution claims by third parties.

To settle liability with the state and obtain protection from contribution claims, a person must enter into a consent decree with Ecology under chapter [70A.305.040](#)⁹ (4) RCW.

Opinion does not constitute a determination of substantial equivalence

To recover remedial action costs from other liable persons under MTCA, one must demonstrate that the action is the substantial equivalent of an Ecology-conducted or Ecology-supervised action. This opinion does not determine whether the action you performed is substantially equivalent. Courts make that determination. See chapter [70A.305.080](#)¹⁰ RCW and chapter [173-340-545](#)¹¹ WAC.

State is immune from liability

The state, Ecology, and its officers and employees are immune from all liability, and no cause of action of any nature may arise from any act or omission in providing this opinion. See chapter [70A.305.170](#)¹² (6) RCW.

⁹ <https://app.leg.wa.gov/RCW/default.aspx?cite=70A.305.040>

¹⁰ <https://app.leg.wa.gov/RCW/default.aspx?cite=70A.305.080>

¹¹ <https://apps.leg.wa.gov/WAC/default.aspx?cite=173-340-545>

¹² <https://app.leg.wa.gov/RCW/default.aspx?cite=70A.305.170>

Termination of Agreement

Thank you for cleaning up the Site under the VCP. This opinion terminates the VCP Agreement governing VCP Project No. XS0016. The remaining balance on the account will be refunded after deducting labor charges and applicable closure fees.

Questions

If you have any questions about this opinion, please contact me at frank.winslow@ecy.wa.gov or 509-424-0543.

Sincerely,



Frank P. Winslow, LHG
Cleanup Project Manager
Headquarters Section

FPW/tam

Appendices (3): A – Site Description, History, and Diagrams
B – Recorded Environmental Covenant
C – Basis for the Opinion: Documents List

cc by email: Nate Hinsperger, JS Held, nathaniel.hinsperger@jsheld.com
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Ecology Site File

Appendix A

Site Description, History, and Diagrams

Site Description

Site

The Site is defined by chlorinated pesticides (primarily dieldrin) in soil and groundwater and arsenic in soil. The contamination at the Site is attributable to pesticide spraying of golf tees and greens at a historical golf course.

Area and Property Description

The Site was originally associated with four Pierce County tax parcels (0319158700, 0319158701, 0319225700, and 0319225701) totaling 142.3 acres. These parcels are referred herein as “the Property”. Subdivision of the parcels has been taking place, with the Site now including numerous single family residential parcels (see SSI/DCA Figure 2 below).

The Property is surrounded by residential subdivisions except for to the north, across Brookdale Road East, where a forested area and a rural residence is present.

Site History

Operation of the Former Brookdale Golf Club ran from about 1930 to 2019. Ichijo USA purchased the parcels associated with the Golf Club to subdivide and develop the Property as a single-family residential subdivision.

Sources of Contamination

The dieldrin in soil was found at golf tees and greens, where pesticide spraying took place. No dieldrin was found in golf fairways, where no spraying took place. The source of the arsenic in soil at AOI-20 (the golf green for hole 11) is unknown; however, arsenic was historically used in some pesticide mixtures.

Physiographic and Topographic Setting

The Site is located south of Tacoma, approximately nine miles south and ten miles east of Puget Sound. The Site is in an area of undulating glacial terrain within the Puget Lowland Physiographic Province. The elevation at the Property is typically between 314 and 326 feet above mean sea level (ft amsl). A small hill rises to about 389 feet near the southwest Property boundary. The lower topography areas are generally in proximity to Clover Creek, which bisects the Property.

Surface/Storm Water

Clover Creek bisects the Property and flows to the west-southwest within the Property. There are also several ponds on the Property. Surface water sampling of Clover Creek and several ponds did not find any contamination concerns. Stormwater is expected to generally flow toward Clover Creek, from the northern and southern parts of the Property.

Ecological Setting

Within 500 feet of the Site is a significant amount of open space; however, it is currently being reduced with the development of the residential subdivision. Several open space areas are being retained within the subdivision, including on either side of Clover Creek. Although ecological receptors may be present at the Site, cleanup of contaminated soil was based on human-health based cleanup levels that are more restrictive or equal to applicable ecological concentrations. Therefore, risks to ecological receptors would appear to be low.

Geology and Hydrogeology

Boring logs from monitoring wells installed through the site are dominated by sandy gravels, with lesser sand units and silty sands. The depth to groundwater in monitoring wells ranged from 5 to 18 feet below ground surface (ft bgs). Groundwater levels appear to vary significantly over time. For example, water levels in well JSH-MW-3 were at 4.9 ft bgs in March 2024 and 11.6 ft bgs in October 2024.

Water Supply

Potable water is reportedly provided to the subject property by the Parkland Light and Water Company in the northern part of the former golf course, and the Spanaway Water Company in the southern part of the former golf course. The Parkland Light and Water Company obtains its water supply from twelve wells that are pumped from several aquifer levels within the Clover/Chambers Creek Basin. The Spanaway Water Company reportedly obtains its drinking water primarily from 11 wells located within the Spanaway area of the Chambers/ Clover Creek watershed.

The nearest Group A/B water supply well is located approximately 200 feet west of the Property, near the southern Property boundary. Several wellhead protection zones extend onto the Property, including wellhead protection zones for Terry Lane #354 Well 1, Parkland Light & Water Company, Well #8.

Risk to water supply wells in the area from the Site contamination appears to be low. The dieldrin in groundwater at JSH-MW-7 is very localized in extent, and this contaminant has a low mobility due to its high distribution coefficient (prefers to be sorbed to organic carbon particles).

Site Diagrams

The following diagrams are from TRC's *Supplemental Remedial Investigation Report* dated May 29, 2020:

- Figure 4 Soil Sample Locations with Selected Analytical Results
- Figure 5 Groundwater Sample Locations with Selected Analytical Results
- Figure 6 Surface Water Sample Locations with Selected Analytical Results
- Figure 7 Sediment Sample Locations with Selected Analytical Results
- Figure 7 Soil Analytical Results for Arsenic

The following diagrams are from TRC's *Cleanup Action Report* dated August 31, 2022:

- Figure 2 Site Representation Showing Remedial Excavation Areas
- Figure 3 Typical Cross-Section of Remedial Excavation
- Figure 23 Remedial Excavation - AOI-20 (Example AOI Map)

The following diagrams are from JS Held's *Supplemental Subsurface Investigation and Disproportionate Cost Analysis Report* dated April 7, 2025:

- Figure 2 Site Representation Map
- Figure 3 Proposed Environmental Covenant Area
- Figure 4 Groundwater Elevation Map (October 2024)
- Figure 5 Groundwater Analytical Results

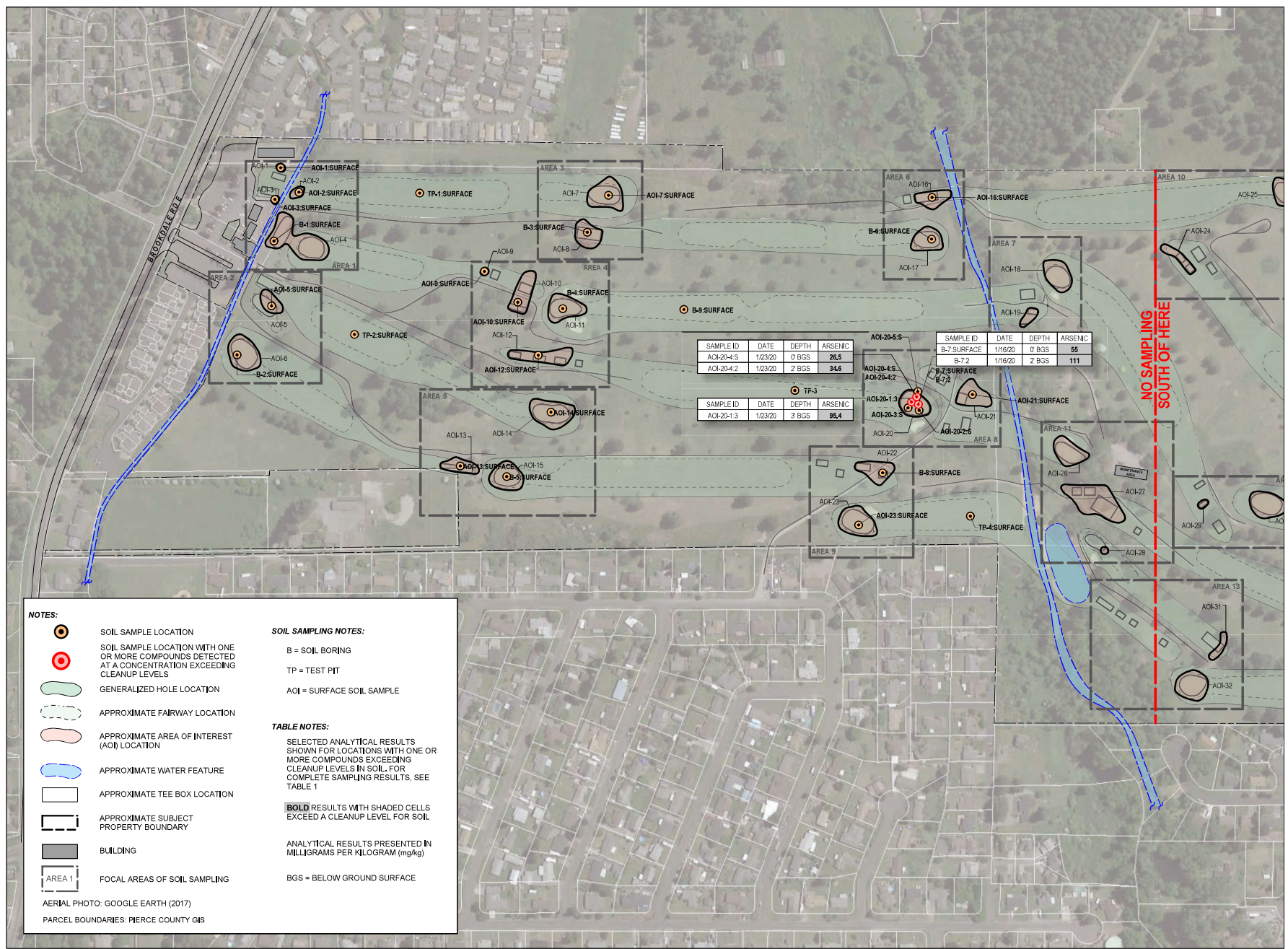
FIGURE 4
SOIL SAMPLE LOCATIONS
WITH SELECTED
ANALYTICAL RESULTS

REPORT
SUPPLEMENTAL REMEDIAL
INVESTIGATION

LOCATION
1802 BROOKDALE RD E
TACOMA, WASHINGTON

PREPARED FOR
ICHIJO USA CO., LTD

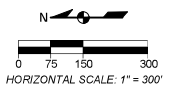
PROJECT NUMBER
015397.0004.0000



- NOTES:**
- SOIL SAMPLE LOCATION
 - SOIL SAMPLE LOCATION WITH ONE OR MORE COMPOUNDS DETECTED AT A CONCENTRATION EXCEEDING CLEANUP LEVELS
 - GENERALIZED HOLE LOCATION
 - APPROXIMATE FAIRWAY LOCATION
 - APPROXIMATE AREA OF INTEREST (AOI) LOCATION
 - APPROXIMATE WATER FEATURE
 - APPROXIMATE TEE BOX LOCATION
 - APPROXIMATE SUBJECT PROPERTY BOUNDARY
 - BUILDING
 - AREA 1 FOCAL AREAS OF SOIL SAMPLING
- SOIL SAMPLING NOTES:**
- B = SOIL BORING
 - TP = TEST PIT
 - AOI = SURFACE SOIL SAMPLE
- TABLE NOTES:**
- SELECTED ANALYTICAL RESULTS SHOWN FOR LOCATIONS WITH ONE OR MORE COMPOUNDS EXCEEDING CLEANUP LEVELS IN SOIL. FOR COMPLETE SAMPLING RESULTS, SEE TABLE 1
 - BOLD** RESULTS WITH SHADED CELLS EXCEED A CLEANUP LEVEL FOR SOIL
 - ANALYTICAL RESULTS PRESENTED IN MILLIGRAMS PER KILOGRAM (mg/kg)
 - BGS = BELOW GROUND SURFACE

AERIAL PHOTO: GOOGLE EARTH (2017)
PARCEL BOUNDARIES: PIERCE COUNTY GIS

NO SAMPLING
SOUTH OF HERE



DATE 5/28/20
DRAWN BY VPB
REVIEWED BY NH

FIGURE 5

GROUNDWATER SAMPLE
LOCATIONS WITH
SELECTED ANALYTICAL
RESULTS

REPORT

SUPPLEMENTAL REMEDIAL
INVESTIGATION

LOCATION

1802 BROOKDALE RD E
TACOMA, WASHINGTON

PREPARED FOR

ICHIJO USA CO., LTD

PROJECT NUMBER

015397.0004.0000



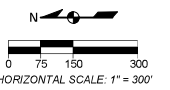
FIGURE 6
SURFACE WATER SAMPLE
LOCATIONS WITH
SELECTED ANALYTICAL
RESULTS

REPORT
SUPPLEMENTAL REMEDIAL
INVESTIGATION

LOCATION
1802 BROOKDALE RD E
TACOMA, WASHINGTON

PREPARED FOR
ICHUO USA CO., LTD

PROJECT NUMBER
015397.0004.0000



DATE 5/28/20
DRAWN BY VPB
REVIEWED BY NH

FIGURE 7
SEDIMENT SAMPLE
LOCATIONS WITH
SELECTED ANALYTICAL
RESULTS

REPORT
SUPPLEMENTAL REMEDIAL
INVESTIGATION

LOCATION
1802 BROOKDALE RD E
TACOMA, WASHINGTON

PREPARED FOR
ICHIJO USA CO., LTD

PROJECT NUMBER
015397.0004.0000



DATE 5/28/20
DRAWN BY VPB
REVIEWED BY NH

FIGURE 2
SITE REPRESENTATION
SHOWING REMEDIAL
EXCAVATION AREAS

REPORT
CLEANUP ACTION REPORT

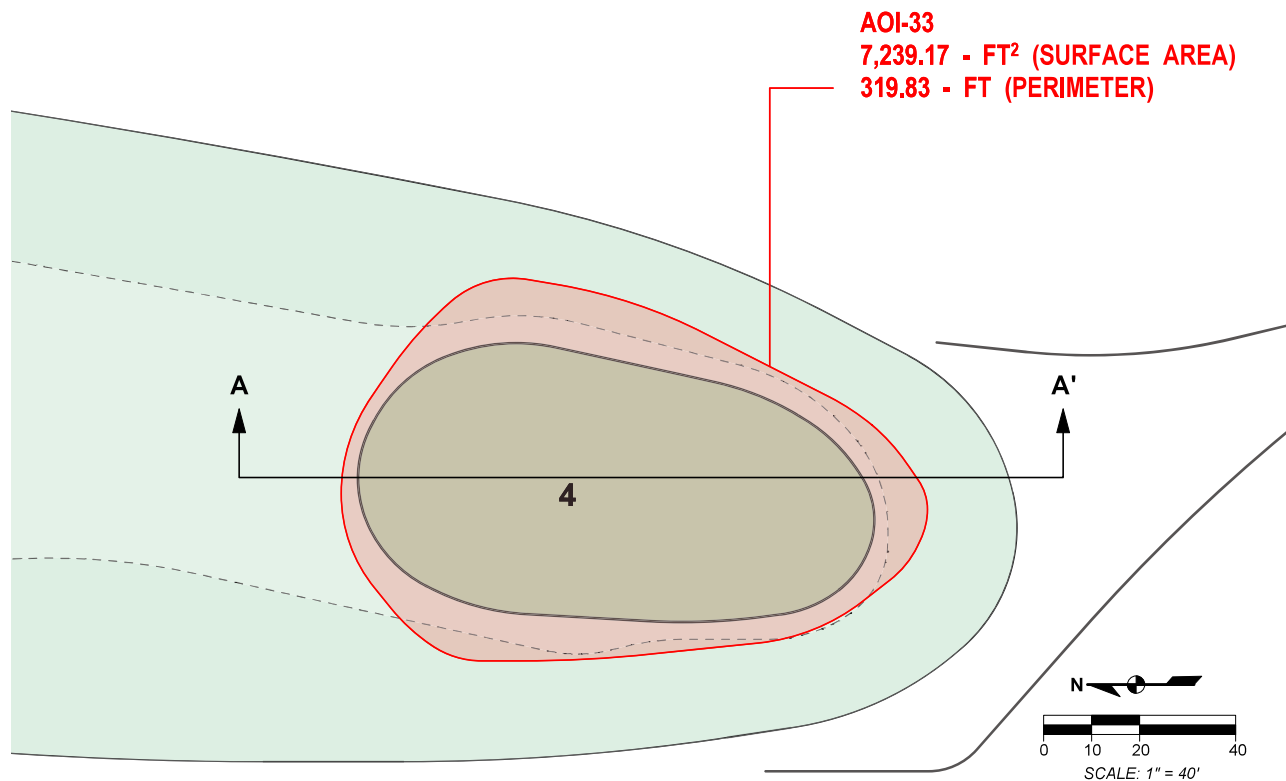
LOCATION
1802 BROOKDALE ROAD EAST
TACOMA, WASHINGTON

PREPARED FOR
ICHIJO USA CO., LTD

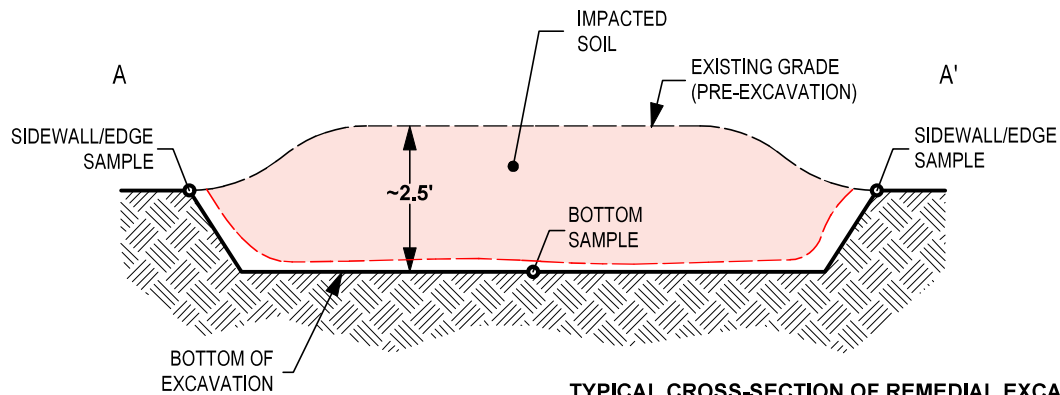
PROJECT NUMBER
430733.0000.0000



DATE 6/22/22
DRAWN BY KPC
REVIEWED BY ND



TYPICAL AREA OF IMPACT (PLAN VIEW)



TYPICAL CROSS-SECTION OF REMEDIAL EXCAVATION
NOT TO SCALE

NOTES:

- A A' CROSS-SECTION INDICATOR
- INFERRED AREA OF SOIL WITH DIELDRIN CONCENTRATIONS EXCEEDING THE CLEANUP LEVEL
- AREA OF IMPACT (AOI) AND DESIGNATION NUMBER
- AOI-33
7,239.17 - FT²
319.83 - FT
- APPROXIMATE SURFACE AREA IN SQUARE FEET (FT²)
- APPROXIMATE PERIMETER LENGTH IN LINEAR FEET (FT)
- GENERALIZED HOLE LOCATION
- APPROXIMATE FAIRWAY LOCATION
- APPROXIMATE GREEN LOCATION WITH HOLE NUMBER
- CART PATH



1180 NW MAPLE ST, SUITE 310
ISSAQUAH, WA 98027
425.395.0010
WWW.TRCCOMPANIES.COM

FIGURE 3
TYPICAL CROSS-SECTION OF
REMEDIAL EXCAVATION

REPORT
CLEANUP ACTION PLAN

PREPARED FOR
ICHIJO USA CO., LTD

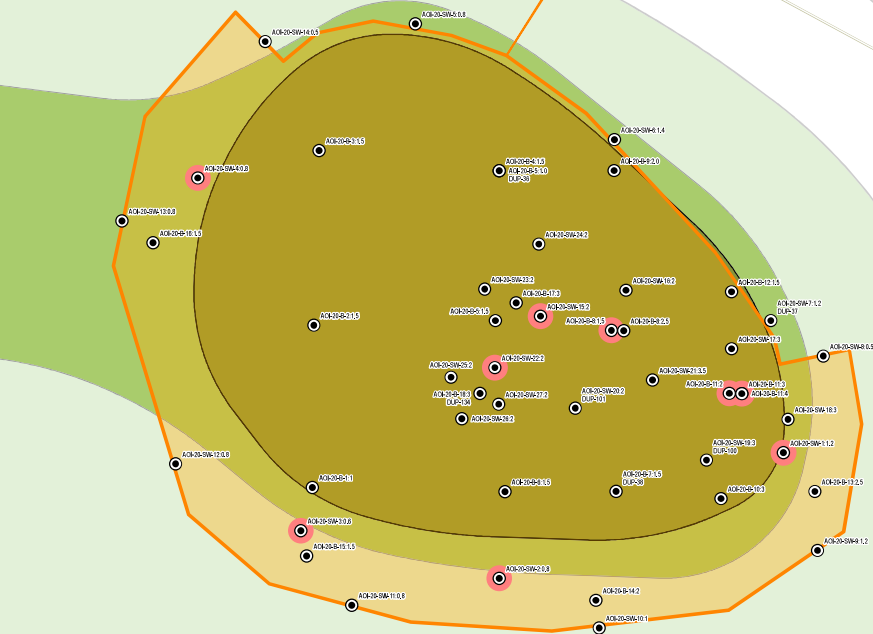
PROJECT NUMBER
430733.0000.0000

LOCATION
1802 BROOKDALE RD EAST
TACOMA, WASHINGTON

DATE 6/22/22
DRAWN BY KPC
REVIEWED BY ND

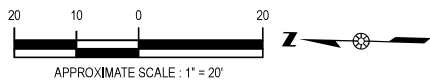
REMEDIAL EXCAVATION AND ALL PERFORMANCE SAMPLES

APPROXIMATE
AREA EXCAVATED:
8,568.39 FT²



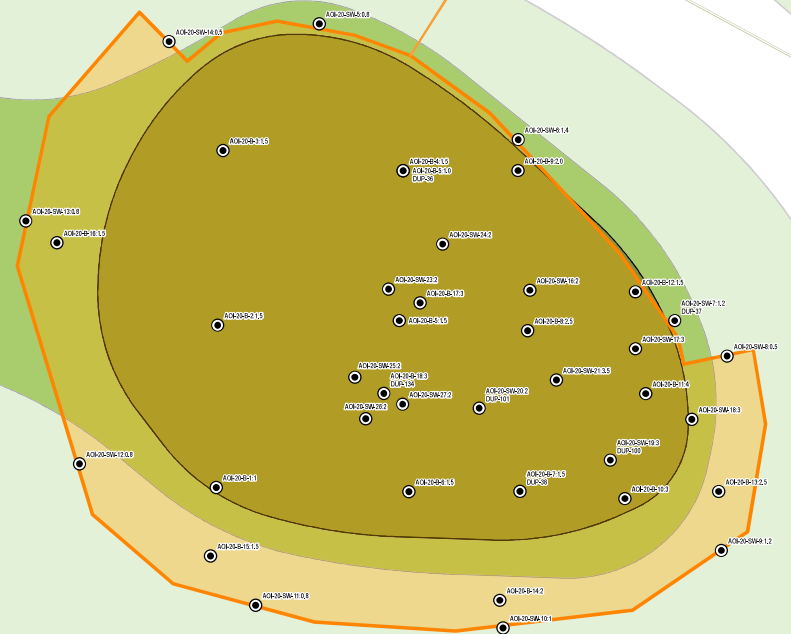
NOTES:

- APPROXIMATE SAMPLE LOCATION
- INDICATES DIELDRIN DETECTED IN PERFORMANCE SAMPLE AT CONCENTRATION GREATER THAN MTCA METHOD B (CANCER) SOIL CLEANUP LEVEL (0.0625 mg/kg)
- APPROXIMATE LIMITS OF REMEDIAL EXCAVATION
- ▨ FORMER GOLF COURSE TEE BOX
- FORMER GOLF COURSE GREEN
- FORMER GOLF COURSE FAIRWAY
- FORMER GOLF COURSE HOLE



REMEDIAL EXCAVATION AND ALL CONFIRMATION SAMPLES

APPROXIMATE
AREA EXCAVATED:
8,568.39 FT²



1180 NW MAPLE ST, SUITE 310
ISSAQUAH, WA 98027
425.295.0010
WWW.TRCCOMPANIES.COM

FIGURE 23
REMEDIAL EXCAVATION - AOI-20

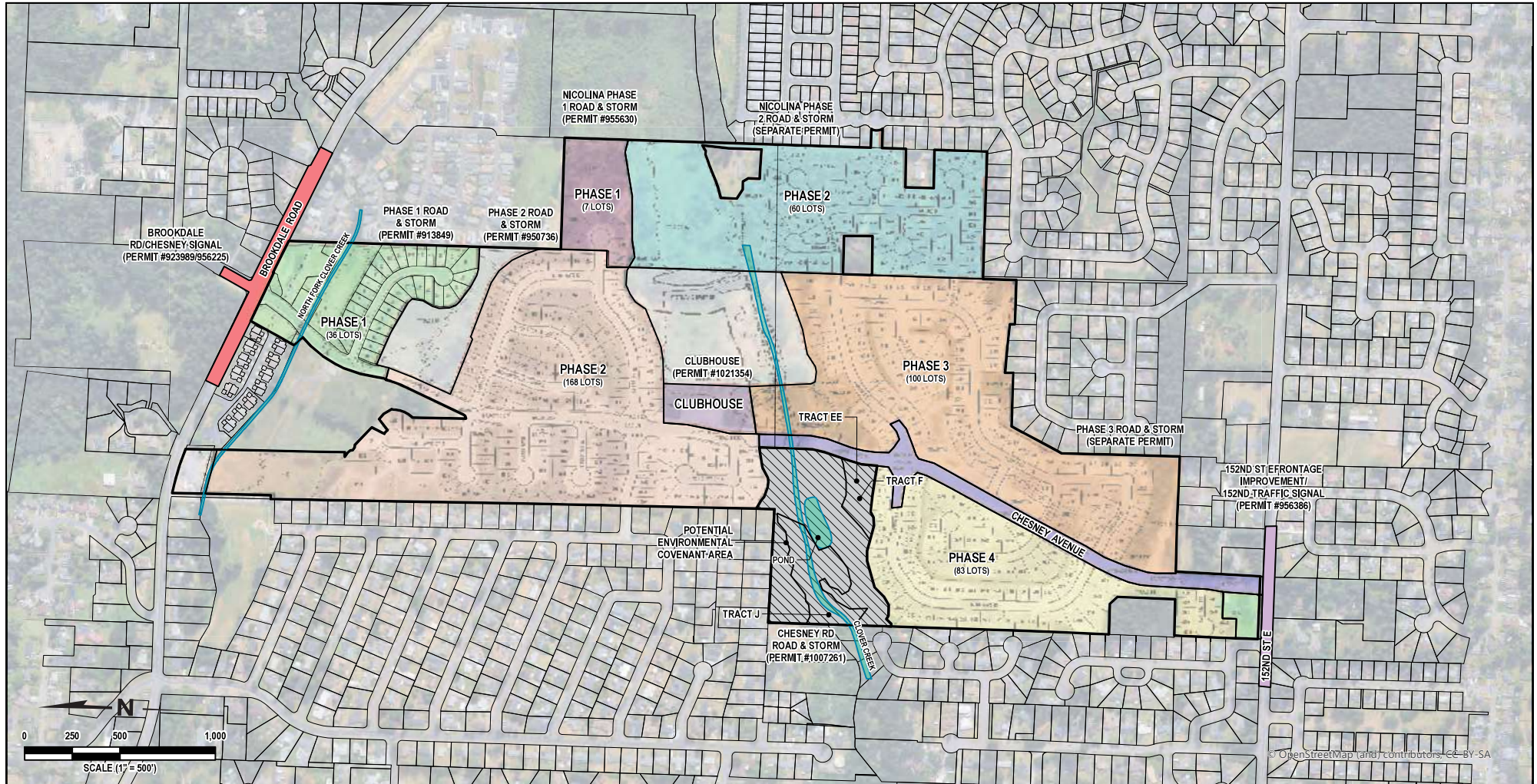
REPORT
CLEANUP ACTION REPORT

PREPARED FOR
ICHLUD USA CO., LTD.

PROJECT NUMBER
430733.0000.0000

LOCATION
1802 BROOKDALE ROAD EAST
TACOMA, WASHINGTON

DATE 6/22/22
DRAWN BY KPC
REVIEWED BY ND



LEGEND

- APPROXIMATE PROPERTY BOUNDARY
- TAX PARCELS (PIERCE COUNTY)
- APPROXIMATE CREEK LOCATION
- APPROXIMATE POND LOCATION
- PROPOSED ENVIRONMENTAL COVENANT AREA

FEATURE NOTES:

1. PHASING DETAILS AND PROPERTY LAYOUT ADAPTED FROM BARGHAUSEN CONSULTING ENGINEERS PHASING PLAN (7/1/23).

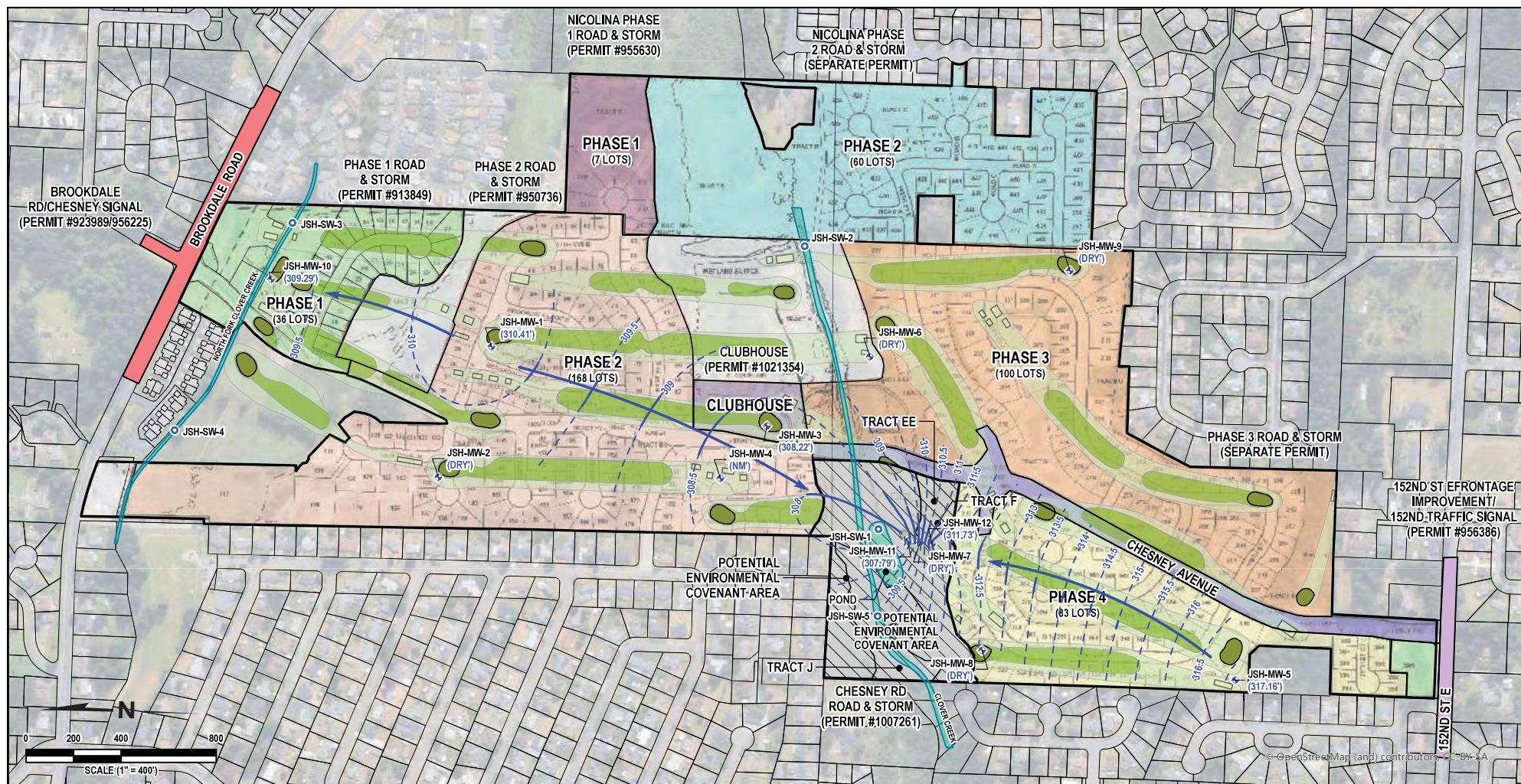
NOTES:

1. ALL LOCATIONS ARE APPROXIMATE.
2. FIGURES WERE PRODUCED IN COLOR. GRAYSCALE COPIES MAY NOT REPRODUCE ALL ORIGINAL INFORMATION.

		FIGURE 2 SITE REPRESENTATION MAP	
18372 REDMOND WAY • REDMOND, WA 98052 WWW.JSHELD.COM • (425) 556-5555		FORMER BROOKDALE GOLF COURSE 1802 BROOKDALE ROAD EAST TACOMA, WASHINGTON	
DRAWN BY: VB	CHECKED BY: AYNH	DATE: 4/7/2025	PROJECT NO. 240102403

FEATURE NOTES:

1. PHASING DETAILS AND PROPERTY LAYOUT ADAPTED FROM BARGHAUSEN CONSULTING ENGINEERS PHASING PLAN (7/1/23).
2. GROUNDWATER ELEVATION CONTOURS INTERPRETED FROM MARCH 2024 GROUNDWATER ELEVATION DATA



LEGEND

- SURFACE WATER SAMPLE
- ✦ MONITORING WELL LOCATION
- APPROXIMATE PROPERTY BOUNDARY
- TAX PARCELS (PIERCE COUNTY)
- APPROXIMATE CREEK LOCATION
- APPROXIMATE POND LOCATION
- FORMER GOLF COURSE HOLE
- FORMER GOLF COURSE FAIRWAY
- FORMER GOLF COURSE GREEN
- FORMER GOLF COURSE TEE BOX
- GROUNDWATER ELEVATION CONTOUR (0.5-FOOT INTERVAL) DASHED WHERE INFERRED
- INFERRED GROUNDWATER FLOW VECTORS
- PROPOSED ENVIRONMENTAL COVENANT AREA

FEATURE NOTES:

- PHASING DETAILS AND PROPERTY LAYOUT ADAPTED FROM BARCHAUSEN CONSULTING ENGINEERS PHASING PLAN (7/1/23).
- GROUNDWATER ELEVATION CONTOURS INTERPRETED FROM OCTOBER 2024 GROUNDWATER ELEVATION DATA

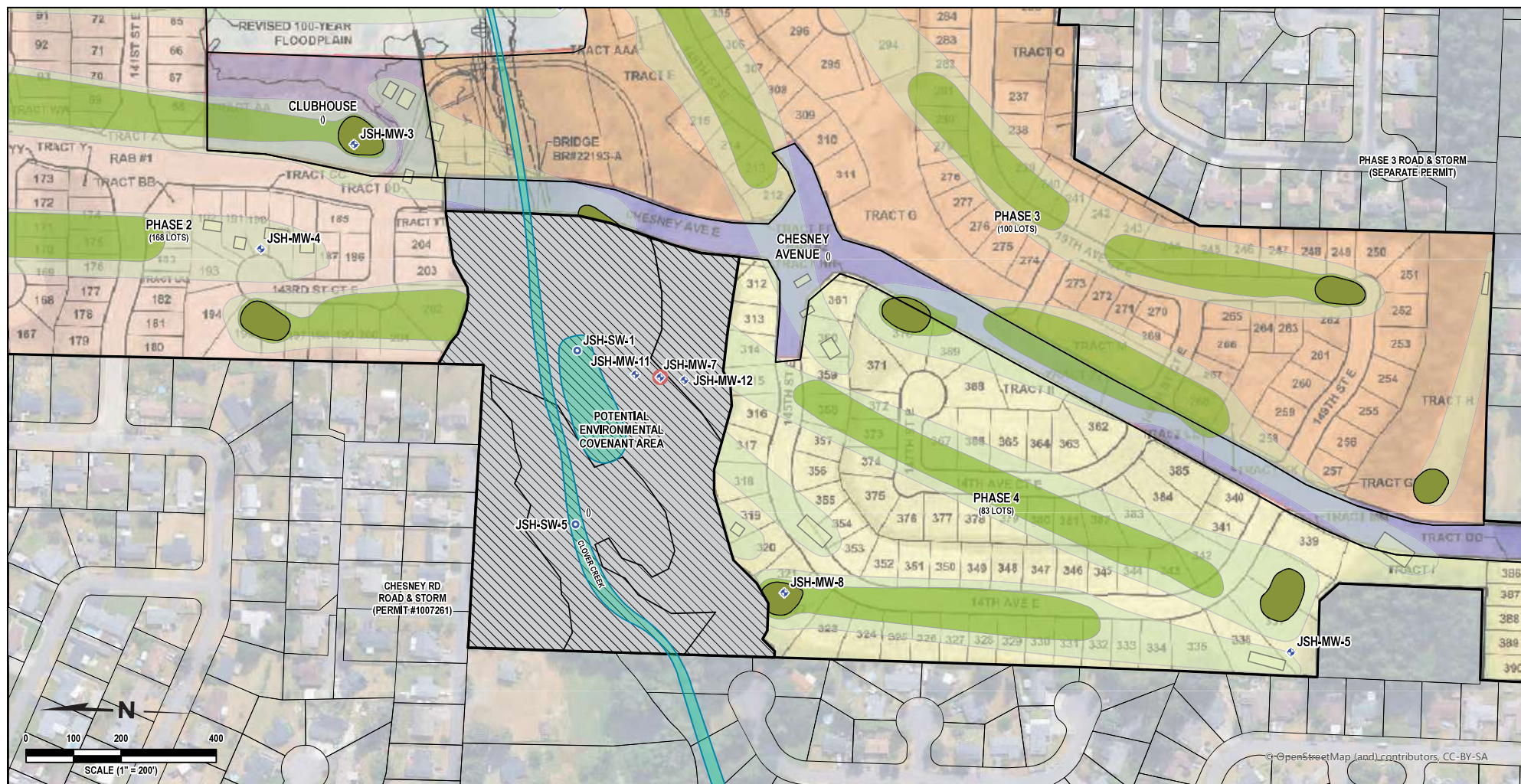
NOTES:

- ALL LOCATIONS ARE APPROXIMATE.
- FIGURES WERE PRODUCED IN COLOR. GRAYSCALE COPIES MAY NOT REPRODUCE ALL ORIGINAL INFORMATION.

<div> </div> <div> 18372 REDMOND WAY • REDMOND, WA 98052 WWW.JSHELD.COM • (425) 556-5555 </div>		<div> FIGURE 4 GROUNDWATER ELEVATION MAP (OCTOBER 2024) </div> <div> FORMER BROOKDALE GOLF COURSE 1802 BROOKDALE ROAD EAST TACOMA, WASHINGTON </div>	
DRAWN BY: VB	CHECKED BY: AYNH	DATE: 4/7/2025	PROJECT NO: 240102403

FEATURE NOTES:

- PHASING DETAILS AND PROPERTY LAYOUT ADAPTED FROM BARCHAUSEN CONSULTING ENGINEERS PHASING PLAN (7/1/23).
- GROUNDWATER ELEVATION CONTOURS INTERPRETED FROM MARCH 2024 GROUNDWATER ELEVATION DATA



LEGEND

- SURFACE WATER SAMPLE
- + MONITORING WELL LOCATION
- INDICATES A DIELDRIN DETECTION EXCEEDING MTCA METHOD B CLEANUP LEVELS IN GROUNDWATER

- APPROXIMATE PROPERTY BOUNDARY
- TAX PARCELS (PIERCE COUNTY)
- APPROXIMATE CREEK LOCATION
- APPROXIMATE POND LOCATION

- FORMER GOLF COURSE HOLE
- FORMER GOLF COURSE FAIRWAY
- FORMER GOLF COURSE GREEN
- FORMER GOLF COURSE TEE BOX

- PROPOSED ENVIRONMENTAL COVENANT AREA

FEATURE NOTES:

- PHASING DETAILS AND PROPERTY LAYOUT ADAPTED FROM BARGHAUSEN CONSULTING ENGINEERS PHASING PLAN (7/1/23).

NOTES:

- ALL LOCATIONS ARE APPROXIMATE.
- FIGURES WERE PRODUCED IN COLOR. GRAYSCALE COPIES MAY NOT REPRODUCE ALL ORIGINAL INFORMATION.



18372 REDMOND WAY • REDMOND, WA 98052
WWW.JSHELD.COM • (425) 556-5555

DRAWN BY: VB

CHECKED BY: AYNH

DATE: 4/7/2025

PROJECT NO: 240102403

FIGURE 5 GROUNDWATER ANALYTICAL RESULTS

FORMER BROOKDALE GOLF COURSE
1802 BROOKDALE ROAD EAST
TACOMA, WASHINGTON

- FEATURE NOTES:
- PHASING DETAILS AND PROPERTY LAYOUT ADAPTED FROM BARGHAUSEN CONSULTING ENGINEERS PHASING PLAN (7/1/23).
 - GROUNDWATER ELEVATION CONTOURS INTERPRETED FROM MARCH 2024 GROUNDWATER ELEVATION DATA

Appendix B

Recorded Environmental Covenant


202509100184 LMACUMB 13 PGS
09/10/2025 09:44:50 AM \$315.50
AUDITOR, Pierce County, WASHINGTON

After Recording Return
Original Signed Covenant to:

Erik G. Snyder
Toxics Cleanup Program
Department of Ecology
P.O. Box 47600
Olympia, WA 98504-7600

Environmental Covenant

Grantor: Ichijo USA Co., LTD

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

Brief Legal Description: A portion of a parcel of property in Section 15 Township 19
Range 03 Quarter 43

Tax Parcel Nos.: 5005240361

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 a site commonly known as Former Brookdale Golf Club. The Property is legally described in Exhibit A, and Areas of Restrictions are described 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. Specifically, the following principal contaminants remain on the Property:

Medium	Principal Contaminants Present
Soil	N/A
Groundwater	Organochlorine pesticides (Dieldrin)
Surface Water/Sediment	N/A

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 at:

<https://apps.ecology.wa.gov/cleanupsearch/site/14894#site-documents>

- d. 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

Ichijo USA Co., LTD, as 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. **Land use.** The remedial action for the Property is based on a cleanup designed for "open space." As such, the Property shall be used in perpetuity only for "open space."
- b. **Groundwater use.** The groundwater beneath within the area of the Property described in **Exhibit B** 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 within this area for any purpose shall be considered potentially contaminated and any discharge of this water shall be done in accordance with state and federal law.

Several groundwater monitoring wells 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. 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.

The Grantor covenants and agrees that it shall every fifteen (15) months, or at another time as approved in writing by Ecology, conduct groundwater monitoring to monitor the performance of the remedial actions and inspect the groundwater monitor wells located on the Property for a total of five (5) years and four (4) sampling events. The Grantor shall report the results of the groundwater monitoring and inspection to Ecology within thirty (30) days of receipt of the analytical results.

The Grantor shall report to Ecology within forty-eight (48) hours of discovery of any damage to any monitoring wells. 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.

-
- c. Monitoring.** Several groundwater monitoring wells 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. 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 described 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 [DATE] AND RECORDED WITH THE PIERCE 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 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.

Mr. Kanon Kupferer
Ichijo USA Co., LTD
1406 140th Pl NE, Ste 104
Bellevue, WA 98007
206-234-8115
kanon@ichijousa.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

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 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. 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 18th day of August, 2025.


Signature

By: TETSUYA ASANO
Printed Name

Title: PRESIDENT

CORPORATE ACKNOWLEDGMENT

STATE OF Washington

COUNTY OF King

On this 18th day of August, 2025, I certify that Tetsuya Asano personally appeared before me, acknowledged that **he/she** is the President of the corporation that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that **he/she** was authorized to execute said instrument for said corporation.


Signature

Notary Public in and for the State of

Washington

Residing at Bellevue

My appointment expires 4-22-2027



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

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY



Signature

By: Erik G. Snyder

Title: Toxics Cleanup Program,
Headquarters Section Manager

Dated: 8/26/25

Exhibit A

Legal Description

(Property)

Parcel 5005240361:

Section 15 Township 19 Range 03 Quarter 43 BROOKDALE PDD PH 1: SEG FOR TAX
PURPOSES ONLY CANNOT BE SOLD OR SUBD WITHOUT 036-0 THAT POR OF TRACT A-1 –
FUTURE DEVELOPMENT LY IN TCA 591 EASE OF REC OUT OF 03-19-15-1-066, 4-158,
8-002, 8-700, 22-5-007, 5-700, 5-702 SEG 2024-0194 10/24/23 JP

Exhibit B

LEGAL DESCRIPTION

(Area of Restrictions)

A PORTION OF TRACT "1-A", BROOKDALE PDD PHASE 1, RECORDED UNDER AUDITOR'S FILE NO. 202310115006, RECORDS OF PIERCE COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 19 NORTH, RANGE 3 EAST, W.M. IN PIERCE COUNTY, WASHINGTON;

THENCE ALONG THE WEST LINE OF SAID SUBDIVISION NORTH 01°19'12" EAST, 92.87 FEET TO THE POINT OF A NON-TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES SOUTH 10°51'00" WEST, A RADIAL DISTANCE OF 112.50 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 43°48'39", 86.02 FEET;

THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 79°22'07" EAST, 8.46 FEET;

THENCE SOUTH 69°30'33" EAST, 37.67 FEET;

THENCE SOUTH 76°19'01" EAST, 30.33 FEET;

THENCE NORTH 85°57'33" EAST, 16.03 FEET;

THENCE NORTH 85°57'33" EAST, 3.43 FEET;

THENCE NORTH 68°45'10" EAST, 32.86 FEET;

THENCE NORTH 60°48'20" EAST, 13.24 FEET;

THENCE NORTH 61°04'36" EAST, 13.35 FEET;

THENCE NORTH 67°21'00" EAST, 17.74 FEET;

THENCE NORTH 80°04'05" EAST, 25.97 FEET;

THENCE NORTH 84°56'50" EAST, 8.65 FEET;

THENCE NORTH 80°02'22" EAST, 62.76 FEET;

THENCE SOUTH 01°57'42" WEST, 235.50 FEET;

THENCE SOUTH 02°16'12" WEST, 1.28 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 475.40 FEET AND A CENTRAL ANGLE OF 21°11'22";

THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 175.81 FEET;

THENCE SOUTH 23°27'34" WEST, 13.53 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 545.40 FEET AND A CENTRAL ANGLE OF 16°00'27";

THENCE SOUTHERLY ALONG THE ARC 152.38 FEET TO THE POINT OF A NON-TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH 79°04'43" EAST, A RADIAL DISTANCE OF 496.00 FEET;

THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 00°22'20", 3.22 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 248.50 FEET AND A CENTRAL ANGLE OF 08°16'00";

THENCE SOUTHERLY ALONG THE ARC, 35.85 FEET;

THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 06°42'14" WEST, 18.00 FEET;

THENCE NORTH 78°44'14" WEST, 75.70 FEET;

THENCE NORTH 82°29'18" WEST, 172.67 FEET;

THENCE SOUTH 58°56'44" WEST, 36.96 FEET;

THENCE SOUTH 88°05'08" WEST, 38.24 FEET;

THENCE NORTH 73°17'36" WEST, 141.61 FEET;

THENCE SOUTH 84°06'13" WEST, 44.11 FEET;

THENCE SOUTH 74°55'54" WEST, 155.89 FEET TO THE POINT OF A NON-TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NORTH 68°36'46" WEST, A RADIAL DISTANCE OF 112.50 FEET;

THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 96°56'08", 190.33 FEET;

THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 36°57'44" WEST, 32.63 FEET;

THENCE NORTH 78°51'12" WEST, 25.42 FEET TO THE WESTERLY LINE OF SAID TRACT "1-A;

THENCE ALONG SAID WESTERLY LINE NORTH 02°03'47" EAST, 644.18 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15;

THENCE ALONG SAID SOUTH LINE SOUTH 86°51'52" EAST, 593.85 FEET TO THE POINT
OF BEGINNING. (CONTAINING 506,815.29 SQUARE FEET OR 11.6349 ACRES, MORE
OR LESS)

Appendix C

Basis for the Opinion: Documents List

Documents List

1. JS Held. *Supplemental Subsurface Investigation and Disproportionate Cost Analysis Report, Former Brookdale Golf Course*. April 7, 2025.
2. JS Held. *Former Brookdale Golf Course Groundwater Assessment*. June 24, 2024.
3. TRC. *Groundwater Assessment Work Plan, Former Brookdale Golf Course*. January°16,°2024.
4. Ecology. *Opinion on the Proposed Cleanup at a Site, Former Brookdale Golf Club (Further Action Letter)*, January 30, 2023.
5. TRC. *Cleanup Action Report, Former Brookdale Golf Course*. August 31, 2022.
6. TRC. *Response to Ecology Comments dated August 4, 2020, Supplemental Remedial Investigation Report, Former Brookdale Golf Course*. February 3, 2021
7. Ecology. *Further Action at the Following Site, Former Brookdale Golf Club*, August°24,°2020.
8. TRC. *Supplemental Remedial Investigation Report, Brookdale Golf Course*. May°29,°2020.
9. Ecology. *Further Action at the Following Site, Former Brookdale Golf Club*, December°10,°2019.
10. TRC. *Cleanup Action Plan, Brookdale Golf Course*. March 18, 2019.
11. TRC. *Remedial Investigation and Focused Feasibility Study Report, Brookdale Golf Course*. March 18, 2019.