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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.

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- 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
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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)