

202510310423

Electronically Recorded

Pierce County, WA LMACUMB

10/31/2025 2:26 PM

Pages: 13 Fee: \$315.50

After Recording Return

Original Signed Covenant to:

Erik Snyder

Toxics Cleanup Program HQ

Department of Ecology

P.O. Box 47600

Olympia, WA 98504-7600

Environmental Covenant

Grantor: MHNW 29 35th and Pacific LLLP

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

Brief Legal Description: Ptn Blk 70, Amd 1st School Land, Vol 7, Pg 76, Lots 3-10, Block 8614, Tacoma Land Company's 1st Add. (Vol. 1, pg. 1y)

Tax Parcel Nos.: 747002-1283

Cross Reference: Voluntary Cleanup Program Project # XS0020

RECITALS

- a. This document is an environmental (restrictive) covenant (hereafter "Covenant") executed pursuant to the Model Toxics Control Act ("MTCA"), chapter 70A.305 RCW, and Uniform Environmental Covenants Act ("UECA"), chapter 64.70 RCW.
- b. The Property that is the subject of this Covenant is part of a site commonly known as 35th St Landfill City Fill Site (CSID 341). The Property is legally described in Exhibit A.

RECORDED ELECTRONICALLY

ID: 202510310423 County: Pierce
Date: 10/31/25 Time: 2:26 PM

simplifile.com 800.460.5657

After Recording Return
Original Signed Covenant to:

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

Environmental Covenant

Grantor: MHNW 29 35th and Pacific LLLP

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

Brief Legal Description: Ptn Blk 70, Amd 1st School Land, Vol 7, Pg 76, Lots 3-10,
Block 8614, Tacoma Land Company's 1st Add. (Vol. 1, pg. 1y)

Tax Parcel Nos.: 747002-1283

Cross Reference: Voluntary Cleanup Program Project # XS0020

RECITALS

- a. This document is an environmental (restrictive) covenant (hereafter "Covenant") executed pursuant to the Model Toxics Control Act ("MTCA"), chapter 70A.305 RCW, and Uniform Environmental Covenants Act ("UECA"), chapter 64.70 RCW.
- b. The Property that is the subject of this Covenant is part of a site commonly known as 35th St Landfill City Fill Site (CSID 341). The Property is legally described in Exhibit A.

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	Carcinogenic polycyclic aromatic hydrocarbons
Groundwater	None
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 site. Records describing the extent of residual contamination and remedial actions conducted are available through Ecology and accessible at: <https://apps.ecology.wa.gov/cleanupsearch/site/341>. This includes the Draft Remedial Investigation / Feasibility Study and Cleanup Action Plan (Aspect, 2025).

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 (CERCLA), 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

MHNW 29 35th and Pacific LLLP, 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. Containment of soil/waste materials. A limited area of soil has residual contamination above applicable clean up levels; however, there is a risk of soil contamination throughout the Property. The remedial action for the Property is based on containing contaminated soils under a soil cap, which will consist of clean soil, a structure, and pavement. The purpose of the soil cap is to prevent direct contact with the residual contaminated soil.

Any activity on the Property that will compromise the integrity of the cap, including drilling, digging, piercing the cap with sampling device, post stake or similar device; grading; excavation; installation of underground utilities; or, removal of the cap, is prohibited without prior written approval by Ecology, except where it occurs in response to an emergency with the City-owned utility lines present at the Property. The Grantor shall report to Ecology within forty-eight (48) hours of the discovery of damage to the cap, including damage resulting from response to emergency. Unless an alternative plan has been

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

b. Stormwater facilities. Any future development of stormwater facilities on the Property shall be constructed in accordance with the CAP (Aspect, 2025) or another plan approved in writing by Ecology.

c. Vapor/gas controls. Methane, a combustible gas, was measured at the Property during the remedial investigation, attributed to organic material in the fill soil at the Property (Aspect, 2025). As such, the following restrictions shall apply within the Property boundary to minimize the potential for exposure to methane:

Any residential building constructed within the Property boundary shall be constructed with a sealed foundation and a vapor control system in accordance with the Cleanup Action Plan (CAP) (Aspect, 2025) or another plan approved in writing by the local regulating authority for methane.

Grantor shall submit a report to the local regulating authority for methane within ninety (90) days after installing the vapor control systems describing and documenting the installation of the vapor control systems and demonstrating the effectiveness of the vapor control systems via testing as specified in the CAP (Aspect, 2025) or another plan approved in writing by the local regulating authority for methane.

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

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 in any part of the Property, 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 requirement shall not include notice to Ecology of tenants leasing a residential unit. 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 this 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 [DATE] AND RECORDED WITH THE [COUNTY] COUNTY AUDITOR UNDER RECORDING NUMBER [RECORDING NUMBER]. USES AND ACTIVITIES ON THIS PROPERTY MUST COMPLY WITH THAT COVENANT, A COMPLETE COPY OF WHICH IS AVAILABLE UPON REQUEST.

- 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.

MHNW 29 35th and Pacific LLLP
c/o Mercy Housing Northwest
6930 Martin Luther King Jr. Way S
Seattle, WA 98118
206-838-5700

Washington State Department of Ecology
Attn: Environmental Covenants Coordinator
Toxics Cleanup Program
P.O. Box 47600
Olympia, WA 98504-7600
360-407-6000
ToxicsCleanupProgramHQ@ecy.wa.gov

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 that they hold the title to the Property and has authority to execute this Covenant.

EXECUTED this 17th day of October, 2025

MHNW 29 35th AND PACIFIC LLLP,
a Washington limited liability limited partnership

by: MHNW 29 35th and Pacific GP LLC,
a Washington limited liability company

Its: ~~Manager~~ General Partner

By: [Signature]
Signature

Name: Colin Morgan-Cross
Printed

Its: Vice President of Mercy Housing Northwest,
manager of MHNW 29 35th and Pacific GP LLC

STATE OF WASHINGTON)

ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that Colin Morgan-Cross is the person who appeared before me and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the vice president of Mercy Housing Northwest, a Washington nonprofit corporation, the manager of MHNW 29 35th and Pacific GP LLC, a Washington limited liability company, the general partner of MHNW 29 35th AND PACIFIC LLLP, a Washington limited liability limited partnership, to be the free and voluntary act of such corporation on behalf of such company on behalf of such partnership for the uses and purposes mentioned in the instrument.

DATED this 17th day of October, 2025.

[Signature]

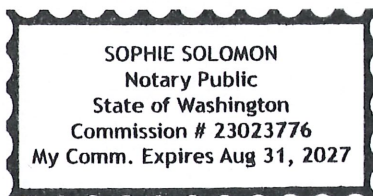
Signature

Notary Public in and for the State of
Washington

Residing at Seattle

My appointment expires Aug. 31, 2027

(Stamp/Seal)



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

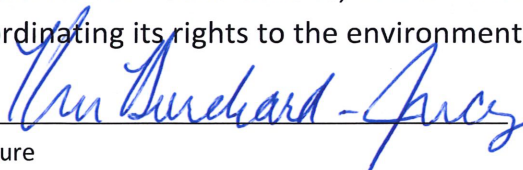
Dated: 10/29/25

Exhibit B

SUBORDINATION AGREEMENT

KNOW ALL PERSONS, That City of Tacoma, Department of Public Utilities , Water Division, the owner and holder of that certain Easement bearing the date the 10th day of April, 1967, executed by H. M. Tollefson, City of Tacoma, and recorded in the office of the County Auditor of Pierce County, State of Washington, on April, 21,1967, under Auditor's File Number 2186440, 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 _____ , executed by MHNW 29 35th and Pacific GP LLC and the Washington State Department of Ecology, and recorded in Pierce County, Washington, under Auditor's File Number _____.

The subordination of rights is limited solely to those rights relating to the operations or activities conducted by City of Tacoma, Department of Public Utilities, Water Division and that are expressly identified in Section 2.b Containment of soil/waste materials of the above-referenced environmental covenant. Nothing in this subordination of rights shall be construed to impose obligations on City of Tacoma, Department of Public Utilities, Water Division beyond its operations, nor shall it be interpreted as the City of Tacoma, Department of Public Utilities, Water Division is a Grantor or secondary Grantor by subordinating its rights to the environmental covenant.


Signature

by: Keri Burchard-Juarez
Printed Name

Title: Water Superintendent

Dated: 10/24/2025

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON

COUNTY OF PIERCE

On this 24th day of October, 2025, I certify that Keri Burchard-Juarez personally appeared before me, acknowledged that he/she is the individual described herein and who executed the within and foregoing instrument and signed the same at his/her free and voluntary act and deed for the uses and purposes therein mentioned.

Rune Smith.

Signature

Notary Public in and for the State of

Washington

Residing at King

My appointment expires 4/28/2028



Exhibit C

SUBORDINATION AGREEMENT

KNOW ALL PERSONS, That Tacoma Community Redevelopment Authority, the owner and holder of that certain Deed of Trust bearing the date the 29th day of August, 2025, executed by MHNW 29 35th and Pacific LLLP, Landowner, and recorded in the office of the County Auditor of Pierce County, State of Washington, on September 2, 2025, under Auditor's File Number 202509020542, 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 to which this Agreement is attached.

Felicia Medlen

Signature

by: Felicia Medlen

Title: TCRA Administrator

Dated: 10/16/2025

STATE OF WASHINGTON

COUNTY OF PIERCE

On this 16th day of October, 2025, I certify that Felicia Medlen 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 TCRA Administrator of Tacoma Community Redevelopment Authority to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Ronda L. Vandermeer

Signature

Notary Public in and for the State of

Washington

Residing at Tacoma

My appointment expires 2.24.26

