After Recording Return
Original Signed Covenant to:
Li Ma
Toxics Cleanup Program
Department of Ecology
PO Box 330316
Shoreline, WA 98113-9716

Environmental Covenant

Grantor: Boeing Employee Tennis Club
Grantee: State of Washington, Department of Ecology ("Ecology")
Brief Legal Description: Lot 26, Pacific Gateway Division IV. Vol. 233 of Plats, pg. 60-67, as last amended in Vol. 295, pg. 40-47, King County, WA
Tax Parcel Nos.: 6600070260
Cross Reference: Agreed Order No. DE 12820

RECITALS

a. This Environmental Covenant (this "Covenant") is 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 real property that is the subject of this Covenant is part or all of a site commonly known as the Boeing Kent Space Center, Facility ID 2099. The Property is legally described in **Exhibit A**, and illustrated in **Exhibit B**, both of which are attached (the "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
Groundwater	Arsenic

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.

e. This Covenant grants Ecology certain rights under UECA and as specified in this Covenant. As a Holder of this Covenant under UECA, Ecology has an interest in real property, however, this is not an ownership interest which equates to liability under MTCA or the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.* The rights of Ecology as an "agency" under UECA, other than its' right as a holder, are not an interest in real property.

COVENANT

Boeing Employee Tennis Club, a Washington corporation, as Grantor, 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 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 industrial property. As such, the Property shall be used in perpetuity only for industrial uses, as that term is defined in the rules promulgated under Chapter 70A.305 RCW. Prohibited uses on the Property include but are not limited to residential uses, childcare

facilities, K-12 public or private schools, parks, grazing of animals, growing of food crops, and non-industrial commercial uses.

b. **Stormwater Facilities**. To minimize the potential for mobilization of contaminants remaining in the groundwater on the Property, no stormwater infiltration facilities or ponds shall be constructed on the Property. All stormwater catch basins, conveyance systems, and other appurtenances located within this area shall be of water-tight construction.

c. **Groundwater Use**. The groundwater beneath the Property 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 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.

d. **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 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.

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 __ , AND RECORDED WITH THE KING COUNTY AUDITOR UNDER RECORDING NUMBER __ __ __]. USES AND ACTIVITIES ON THIS PROPERTY MUST COMPLY WITH THAT COVENANT, A COMPLETE COPY OF WHICH IS ATTACHED TO THIS DOCUMENT.

iii. Unless otherwise agreed to in writing by Ecology, provide Ecology with a complete copy of the executed document within 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 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.

Adrian Buchan Boeing Employee Tennis Club Director 6727 S 199th Place Kent, WA 98032 adrain@betconline.net (253) 872-5545, ext. 22	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.

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.

[Signature Page Follows]

The undersigned Grantor warrants that it holds title to the Property and has [illegible] to execute this Covenant.

Boeing Employee Tennis Club,
a Washington corporation

By: [signature]

Name: ED T. BAKER

Title: PRESIDENT

Date: 6/28/2026

CORPORATE ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF King

On this 28th day of June, 2026, I certify that Edwin T. Baker 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
King County
My appointment expires
7/23/2029

CHRISTOPHER GLOVER
COMMISSION EXPIRES
NOTARY
21025472
PUBLIC
07-23-29
STATE OF WASHINGTON

The undersigned Grantor warrants that it holds title to the Property and has authority to execute this Covenant.

Boeing Employee Tennis Club,
a Washington corporation

By: _____

Name: _____

Title: _____

Date: _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20__, I certify that _____ personally appeared before me, acknowledged that **he/she** is the _____ 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.

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

_____
My appointment expires

_____

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

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

By: _____

Name: Christa Colouzis

Title: Section Manager HWTR, NWRO

Date: 7/15/2026

STATE ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF King

On this 15th day of July, 2026 I certify that Christa Colouzis personally appeared before me, acknowledged that **he/she** is the Authorized Signatory of the state agency that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that **he/she** was authorized to execute said instrument for said state agency.

Tracy A. Nishikawa
Notary Public in and for the State of Washington
Residing at King County
My appointment expires July 8, 2028

TRACY A. NISHIKAWA
COMMISSION EXPIRES
NOTARY
Comm No.
186345
PUBLIC
July 8, 2028
STATE OF WASHINGTON

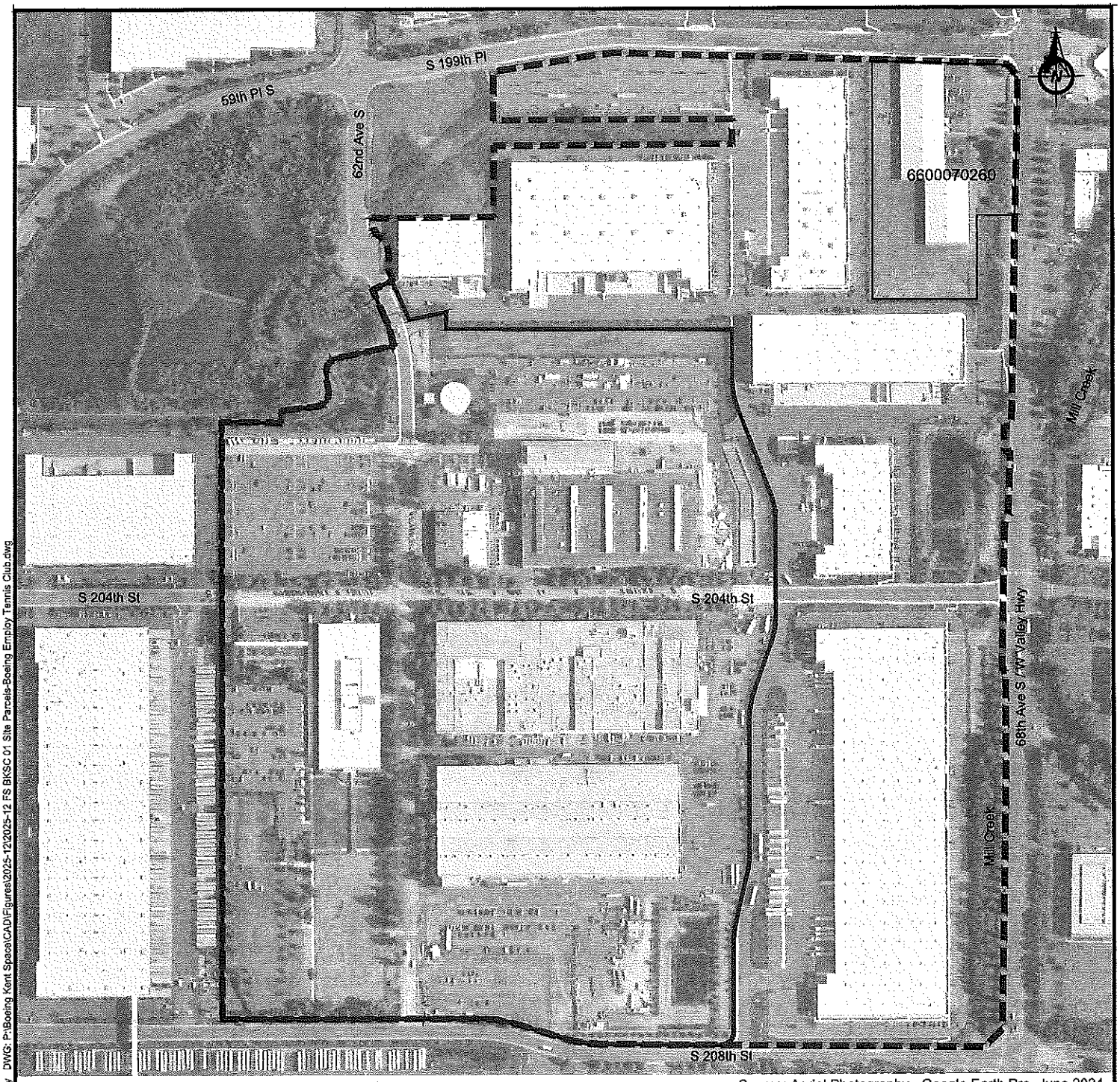
EXHIBIT A

Legal Description of Property

LOT 26 OF PACIFIC GATEWAY DIVISION IV BINDING SITE PLAN, ACCORDING TO THE BINDING SITE PLAN RECORDED IN VOLUME 233 OF PLATS AT PAGES 60 THROUGH 67, AS AMENDED IN VOLUME 261 OF PLATS AT PAGES 78 THROUGH 85, AS AMENDED IN VOLUME 262 OF PLATS AT PAGES 67 THROUGH 73, AS AMENDED IN VOLUME 265 OF PLATS AT PAGES 42 THROUGH 49, AS AMENDED IN VOLUME 290 OF PLATS AT PAGES 56 THROUGH 63, AND AS AMENDED IN VOLUME 295 AT PAGES 40 THROUGH 47, IN KING COUNTY, WASHINGTON.

EXHIBIT B

Depiction of Property



Source: Aerial Photography - Google Earth Pro, June 2024.

Legend

- Remedial Action Location
- Boeing Current Property Boundary
- Parcel Line
- 6600070260 Parcel Number

0 400
Scale in Feet

Boeing Space Center
Kent, Washington

Exhibit B

DALTON OLMSTED FUGLEVAND

FIGURE

December 2025

PLOT TIME: 12/15/2025 11:11 AM MOD TIME: 12/15/2025 11:03 AM USER: Kelley Begley DWG: P:\Boeing Kent Space\CAD\Figures\2025-12\2025-12 FS BKSC 01 Site Parcels-Boeing Employ Tennis Club.dwg