STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT

STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY, Plaintiff, v. BRIDGE POINT SEATTLE 130, LLC, Defendant.	NO. _____ CONSENT DECREE

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EXHIBIT B Legal Description of Property
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I. INTRODUCTION

1. The mutual objective of the State of Washington, Department of Ecology (Ecology) and Bridge Point Seattle 130, LLC (Defendant) under this Decree is to provide for remedial action at a facility where there has been a release or threatened release of hazardous substances. This Decree requires Defendant to implement the remedial activities outlined in Exhibit C (Cleanup Action Plan).

2. Ecology has determined that these actions are necessary to protect human health and the environment.

3. The Complaint in this action is being filed simultaneously with this Decree. An Answer has not been filed, and there has not been a trial on any issue of fact or law in this case. However, the Parties wish to resolve the issues raised by Ecology's Complaint. In addition, the Parties agree that settlement of these matters without litigation is reasonable and in the public interest, and that entry of this Decree is the most appropriate means of resolving these matters.

4. By signing this Decree, the Parties agree to its entry and agree to be bound by its terms.

5. By entering into this Decree, the Parties do not intend to discharge non-settling parties from any liability they may have with respect to matters alleged in the Complaint. The Parties retain the right to seek reimbursement, in whole or in part, from any liable persons for sums expended under this Decree.

6. This Decree shall not be construed as proof of liability or responsibility for any releases of hazardous substances or cost for remedial action nor an admission of any facts; provided, however, that Defendant shall not challenge the authority of the Attorney General and Ecology to enforce this Decree.

7. The Court is fully advised of the reasons for entry of this Decree, and good cause having been shown:

Now, therefore, it is HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

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II. JURISDICTION

1. This Court has jurisdiction over the subject matter and over the Parties pursuant to the Model Toxics Control Act (MTCA), RCW 70A.305.

2. Authority is conferred upon the Washington State Attorney General by RCW 70A.305.040(4)(a) to agree to a settlement with any potentially liable person (PLP) if, after public notice and any required public meeting, Ecology finds the proposed settlement would lead to a more expeditious cleanup of hazardous substances. RCW 70A.305.040(4)(b) requires that such a settlement be entered as a consent decree issued by a court of competent jurisdiction.

3. Ecology has determined that a release or threatened release of hazardous substances has occurred at the Site that is the subject of this Decree.

4. Ecology has given notice to Defendant of Ecology's determination that Defendant is a PLP for the Site, as required by RCW 70A.305.020(26) and WAC 173-340-500.

5. The actions to be taken pursuant to this Decree are necessary to protect public health and the environment.

6. This Decree has been subject to public notice and comment from October 5 to November 3, 2026.

7. Ecology finds that this Decree will lead to a more expeditious cleanup of hazardous substances at the Site in compliance with the cleanup standards established under RCW 70A.305.030(2)(e) and WAC 173-340.

8. Defendant has agreed to undertake the actions specified in this Decree and consents to the entry of this Decree under MTCA.

III. PARTIES BOUND

1. This Decree shall apply to and be binding upon the Parties to this Decree, their successors and assigns. The undersigned representative of each party hereby certifies that they are fully authorized to enter into this Decree and to execute and legally bind such party to comply

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with this Decree. Defendant agrees to undertake all actions required by the terms and conditions of this Decree. No change in ownership or corporate status shall alter Defendant's responsibility under this Decree. Defendant shall provide a copy of this Decree to all agents, contractors, and subcontractors retained to perform work required by this Decree, and shall ensure that all work undertaken by such agents, contractors, and subcontractors complies with this Decree.

IV. DEFINITIONS

1. Unless otherwise specified herein, all definitions in RCW 70A.305.020, and WAC 173-340 shall control the meanings of the terms in this Decree.

A. Site: The Site is referred to as the Dawn Foods Site, CSID #16678, FSID #3505. The Site constitutes a facility under RCW 70A.305.020(8). Based upon factors currently known to Ecology, the Site is generally located in the vicinity of 6901 Fox Avenue South along the Lower Duwamish River in the Georgetown neighborhood of Seattle as shown in Exhibit A and as described in Exhibit B. The Site is defined by where a hazardous substance, other than a consumer product in consumer use, has been deposited, stored, disposed of, or placed, or otherwise come to be located.

B. Consent Decree or Decree: Refers to this Consent Decree and each of the exhibits to this Decree. All exhibits are integral and enforceable parts of this Consent Decree.

C. Defendant: Refers to Bridge Point Seattle 130, LLC.

D. Parties: Refers to Ecology and Defendant.

E. Property: Refers to the Dawn Foods property located at 6901 Fox Avenue South, King County Parcel #00180-0113.

F. Fox Avenue Building Site: Refers to the separate upgradient cleanup site known as the Fox Avenue Building Site, Cleanup Site ID #5082, including the upgradient property located at 6900 Fox Avenue South in Seattle, Washington. The Fox Avenue Building Site is currently being remediated under a separate Agreed Order between Ecology and Fox Avenue Building LLC.

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G. Seattle Boiler Works Property: Refers to the separate downgradient and adjacent property known as the Seattle Boiler Works Property (SBW Property) located at 500 South Myrtle Street in Seattle, Washington.

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V. FINDINGS OF FACT

Ecology makes the following findings of fact without any express or implied admissions of such facts by Defendant.

A. The Property is located at 6901 Fox Avenue South (King County Parcel #00180-0113) along the Lower Duwamish River in the Georgetown neighborhood of Seattle, Washington as shown in the Location Diagram (Exhibit A).

B. The Property covers 5.4-acres and is zoned for General Industrial IG1 U85. Available records indicate that historical usage of the Property is consistent with its zoning. The property is located in the Georgetown neighborhood of Seattle adjacent to the Lower Duwamish River.

C. The Property currently contains a warehouse building constructed in 1977 that is approximately 2.96 acres/128,800 square feet in size, with paved areas covering the remainder of the Property. The warehouse building and the Property were recently used by Dawn Foods to store dry foods and cooking oils. Materials are delivered by rail and truck. Five silos with secondary containment were previously present along the western end of the warehouse, along with three above ground storage tanks which previously contained oil-based food products and later contained dry food products (flour). A carbon dioxide tank (80,000-pound storage) was previously used to cool agents in the mixes. A propane tank was previously located at the south end of the warehouse used to fuel the forklifts.

D. Defendant is the current owner of the Property as of April 5, 2021.

E. Historical records, including a Phase I Environmental Site Assessment from 2020 performed by Crete Consulting, indicate that ship building occurred on the Property prior to 1966. Prior buildings were constructed on the Property around 1929, and previous operations included sheet metal fabrication and assembling, electric thermostat manufacturing plant, paint spraying, general storage and offices. Ship building activities likely occurred on the Property (and on the adjacent SBW Property) between 1917 and 1966. After 1966, the Property was

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leased and used by Emerson GM Diesel, a sheet metal fabrication and generator manufacturing company until the mid-1970's when the existing warehouse was constructed and all pre-existing buildings were demolished.

F. Aerial photographs presented in the Phase I Environmental Site Assessment indicate that the shoreline, beginning in at least 1916, received significant fill to extend the shoreline to the west and establish current site grades in the western portion of the Property.

G. The Property slopes gently from east to west towards the Lower Duwamish River, with a steep embankment on the western boundary with the Duwamish Waterway. All stormwater discharge from the Property to the Lower Duwamish River occurs via a single outfall located as outlined in Exhibit A.

H. The Property is subject to a National Pollutant Discharge Elimination System (NPDES) Permit #WAR011560. There is no surface water present directly on or within the Property. All surface water at the Property is captured and treated prior to discharge in compliance with the NPDES Permit.

I. A spill of diesel fuel occurred on the Property on May 29, 2010. The quantity, location, source and extent of the spill are unknown. Additionally, on April 25, 2017, approximately eight (8) ounces of hydraulic oil from a broken hydraulic line were reported to have entered a storm drain on the Property. A single-pad mounted transformer is located on the property which may contain low levels of PCBs, although there is no known release from this transformer which is maintained and serviced by the City of Seattle.

J. Multiple subsurface investigations have occurred on and beneath the Property, including an updated Phase II investigation in 2020. Hazardous substance contamination has been confirmed on, beneath and potentially adjacent to the Property including: (1) chlorinated solvents (including PCE, TCE, 1-2 DCE, and vinyl chloride) in groundwater along the eastern portion of the Property due to migration of contamination from the upgradient Fox Avenue Building Site and in the southwestern portion of the Property from on-property sources; (2)

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gasoline in groundwater at one specific location coincident with chlorinated solvent contamination in the eastern portion of the Property; and (3) metals contamination from prior shipbuilding operations, including but not limited to arsenic, zinc, chromium, and nickel in soil and groundwater. The nature and extent of contamination has been sufficiently characterized to support the selection and implementation of a final remedy for the Site.

K. The Fox Avenue Building Site is being addressed pursuant to Agreed Order DE 6486. Remedial activities associated with the Fox Avenue Building Site include removal / decommissioning of underground storage tanks, interim actions using electrical resistance heating (ERH), enhanced reductive dichlorination (ERD), soil vapor extraction (SVE), and sampling / monitoring both on the Fox Avenue Building Site and in areas downgradient of the Fox Avenue Building Site (including the SBW Property). Based on recent investigations, chlorinated solvent contamination in groundwater originating from the Fox Avenue Building Site is present on and beneath the eastern portion of the Property.

L. The SBW Property is not currently being remediated (other than long-term monitoring associated with the Fox Avenue Building Site) pursuant to any order or voluntary cleanup process with Ecology. Available sampling data demonstrates that metals contamination may be located on both the Property and the SBW Property, as these properties were both previously utilized for shipbuilding and related industrial activities. The nature and extent of metals contamination from releases occurring on the SBW Property (if any) is currently unknown.

M. The owners of the Fox Avenue Building Site and the SBW Property are participants in the separate Lower Duwamish River allocation process regarding the investigation and remediation of sediment contamination in adjacent waterway areas. The prior owner of the Property was not asked to participate in the allocation process.

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N. Defendant intends to continue the current industrial use of the Property, with rehabilitation efforts having already upgraded the building and infrastructure on the Property to attract new industrial tenants.

VI. WORK TO BE PERFORMED

1. This Decree contains a program designed to protect human health and the environment from the known release, or threatened release, of hazardous substances at, on, or from the Site. All remedial action(s) conducted by Defendant at the Site shall be done in accordance with WAC 173-340.

2. The Defendant shall implement the CAP (Exhibit C) attached to this Decree.

3. Among other remedial actions, the CAP requires Defendant to complete performance monitoring of the interim action, maintain the current building and pavement to serve as an environmental cap, implement institutional controls, perform groundwater compliance monitoring, and implement contingent actions, if necessary, to achieve compliance with groundwater cleanup standards.

4. All plans or other deliverables submitted by Defendant for Ecology's review and approval under the CAP (Exhibit C) shall, upon Ecology's approval, become integral and enforceable parts of this Decree.

5. If Defendant learns of a significant change in conditions at the Site, including but not limited to previously unknown or undocumented exceedance of cleanup levels or a previously unconfirmed exposure pathway in soil or groundwater, then Defendant, within seven (7) days of learning of the change in condition, shall notify Ecology in writing of said change and provide Ecology with any reports or records (including laboratory analyses, sampling results) relating to the change in conditions.

6. Pursuant to WAC 173-340-440(11), Defendant shall maintain sufficient and adequate financial assurance mechanisms based on net present value with an agreed discount

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rate to cover all costs associated with the operation and maintenance of the remedial action at the Site, including institutional controls, compliance monitoring, and corrective measures.

A. Within sixty (60) days of the effective date of this Decree, Defendant shall submit to Ecology for review and approval an estimate of the costs associated with the operation and maintenance of the remedial action at the Site that it will incur in carrying out the terms of this Decree. Within sixty (60) days after Ecology approves the aforementioned cost estimate, Defendant shall provide proof of financial assurances sufficient to cover those costs in a form acceptable to Ecology.

B. Defendant shall adjust the financial assurance coverage and provide Ecology's project coordinator with documentation of the updated financial assurance for:

i. Inflation, annually, within thirty (30) days of the anniversary date of the entry of this Decree; or if applicable, the modified anniversary date established in accordance with this section, or if applicable, ninety (90) days after the close of Defendant's fiscal year if the financial test or corporate guarantee is used.

ii. Changes in cost estimates, within thirty (30) days of issuance of Ecology's approval of a modification or revision to the CAP that result in increases to the cost or expected duration of remedial actions. Any adjustments for inflation since the most recent preceding anniversary date shall be made concurrent with adjustments for changes in cost estimates. The issuance of Ecology's approval of a revised or modified CAP will revise the anniversary date established under this section to become the date of issuance of such revised or modified CAP.

C. The Financial Assurance Officer for Ecology shall work with the project coordinators to review and approve financial assurance coverage pursuant to this Decree and make determinations on any adjustments necessary based on the annual reporting. As of the execution date of this Decree, Ecology's Financial Assurance Officer is Joanna Seymour, 360-485-5992 or Joanna.Seymour@ecy.wa.gov

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7. As detailed in the CAP, institutional controls are required at the Site. Environmental (Restrictive) Covenants (Exhibit D) will be used to implement the institutional controls.

A. In consultation with Defendant, Ecology will prepare the Environmental (Restrictive) Covenants (Exhibit D) consistent with WAC 173-340-440, RCW 64.70, and any policies or procedures specified by Ecology. The Environmental (Restrictive) Covenants shall restrict future activities and uses of the Site as agreed to by Ecology and Defendant.

B. After approval by Ecology, Defendant shall record the Environmental (Restrictive) Covenant for affected properties it owns with the office of the King County Auditor. Defendant shall provide Ecology with the original recorded Environmental (Restrictive) Covenants within thirty (30) days of the recording date.

8. Unless otherwise directed by Ecology, Defendant shall submit to Ecology written quarterly Progress Reports that describe the actions taken during the previous month to implement the requirements of this Decree. All Progress Reports shall be submitted by the tenth (10th) day of the month in which they are due after the effective date of this Decree. Unless otherwise specified in writing by Ecology, Progress Reports and any other documents submitted pursuant to this Decree shall be sent by electronic mail to Ecology's project coordinator. The Progress Reports shall include the following:

A. A list of on-site activities that have taken place during the quarter.

B. Description of any sample results which deviate from the norm.

C. Detailed description of any deviations from required tasks not otherwise documented in project plans or amendment requests.

D. Description of all deviations from the CAP (Exhibit C) during the current quarter and any planned deviations in the future.

E. For any deviations in schedule, a plan for recovering lost time and maintaining compliance with the schedule.

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F. All raw data (including laboratory analyses) received during the previous quarter (if not previously submitted to Ecology), together with a detailed description of the underlying samples collected.

G. A list of planned activities for the upcoming quarter.

9. Except in the case of an emergency, Defendant agrees not to perform any remedial actions at the Site outside the scope of this Decree without prior written approval of Ecology. In the case of an emergency, Defendant must notify Ecology of the event and remedial action(s) as soon as practical, but no later than twenty-four (24) hours after discovery of the emergency.

VII. DESIGNATED PROJECT COORDINATORS

1. The project coordinator for Ecology is:

David Unruh, L.G., L.H.G
PO Box 330316
Shoreline, WA 98133
(206) 797-6323
david.unruh@ecy.wa.gov

2. The project coordinator for Defendant is:

Grant Hainsworth, P.E.
CRETE Consulting Inc., PC
16300 Christensen Road
Suite 214
Tukwila, WA 98188
(253) 797-6323
Grant.hainsworth@creteconsulting.com

3. Each project coordinator shall be responsible for overseeing the implementation of this Decree. Ecology's project coordinator will be Ecology's designated representative for the Site. To the maximum extent possible, communications between Ecology and Defendant and all documents, including reports, approvals, and other correspondence concerning the activities performed pursuant to the terms and conditions of this Decree shall be directed through the project coordinators. The project coordinators may designate, in writing, working level staff

contacts for all or portions of the implementation of the work to be performed required by this Decree.

4. Any party may change its respective project coordinator. Written notification shall be given to the other party at least ten (10) calendar days prior to the change.

VIII. PERFORMANCE

1. Except as otherwise provided for by RCW 18.43 and 18.220, all geologic and hydrogeologic work performed pursuant to this Decree shall be under the supervision and direction of a geologist or hydrogeologist licensed by the State of Washington or under the direct supervision of an engineer registered by the State of Washington.

2. Except as otherwise provided for by RCW 18.43.130, all engineering work performed pursuant to this Decree shall be under the direct supervision of a professional engineer registered by the State of Washington.

3. Except as otherwise provided for by RCW 18.43.130, all construction work performed pursuant to this Decree shall be under the direct supervision of a professional engineer registered by the State of Washington or a qualified technician under the direct supervision of a professional engineer registered by the State of Washington.

4. As required by RCW 18.43 and 18.220, any documents submitted containing geologic, hydrogeologic, or engineering work shall be under the seal of an appropriately licensed professional.

5. Defendant shall notify Ecology in writing of the identity of any engineer(s) and geologist(s), contractor(s) and subcontractor(s), and other key personnel to be used in carrying out the terms of this Decree, in advance of their involvement at the Site.

IX. ACCESS

1. Ecology or any Ecology authorized representative shall have access to enter and freely move about all property at the Site that Defendant either owns, controls, or has access rights to at all reasonable times for the purposes of, *inter alia*: inspecting records, operation logs,

and contracts related to the work being performed pursuant to this Decree; reviewing Defendant's progress in carrying out the terms of this Decree; conducting such tests or collecting such samples as Ecology may deem necessary; using a camera, sound recording, or other documentary type equipment to record work done pursuant to this Decree; and verifying the data submitted to Ecology by Defendant.

2. Nothing in this Decree is intended by the Defendant to waive any right it may have under applicable law to limit disclosure of documents protected by the attorney work-product privilege and/or the attorney-client privilege. If Defendant withholds any requested records based on an assertion of privilege, it shall provide Ecology with a privilege log specifying the records withheld and the applicable privilege. No Site-related data collected pursuant to this Decree shall be considered privileged.

3. Defendant shall make all reasonable efforts to secure access rights for those properties within the Site not owned or controlled by Defendant where remedial activities or investigations will be performed pursuant to this Decree.

4. Ecology or any Ecology authorized representative shall give reasonable notice before entering any Site property owned or controlled by Defendant unless an emergency prevents such notice. All Parties who access the Site pursuant to this section shall comply with any applicable health and safety plan(s). Ecology employees and their representatives shall not be required to sign any liability release or waiver as a condition of Site property access.

X. SAMPLING, DATA SUBMITTAL, AND AVAILABILITY

1. With respect to the implementation of this Decree, Defendant shall make the results of all sampling, laboratory reports, and/or test results generated by it or on its behalf available to Ecology by submitting data as detailed in this section. Pursuant to WAC 173-340-840(5), all sampling data shall be submitted to Ecology in both printed and electronic formats in accordance with paragraph 8 of Section VI (Work to be Performed), Ecology's Toxics Cleanup

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Program Policy 840 (Data Submittal Requirements), and/or any subsequent procedures specified by Ecology for data submittal.

2. If requested by Ecology, Defendant shall allow Ecology and/or its authorized representative to take split or duplicate samples of any samples collected by Defendant pursuant to the implementation of this Decree. Defendant shall notify Ecology seven (7) days in advance of any sample collection or work activity at the Site. Ecology shall, upon request, allow Defendant and/or its authorized representative to take split or duplicate samples of any samples collected by Ecology pursuant to the implementation of this Decree, provided that doing so does not interfere with Ecology's sampling. Without limitation on Ecology's rights under Section IX (Access), Ecology shall notify Defendant prior to any sample collection activity unless an emergency prevents such notice.

3. In accordance with WAC 173-340-830(2)(a), all hazardous substance analyses shall be conducted by a laboratory accredited under WAC 173-50 for the specific analyses to be conducted, unless otherwise approved by Ecology.

XI. ACCESS TO INFORMATION

1. Defendant shall provide to Ecology, upon request, copies of all records, reports, documents, and other information (including records, reports, documents, and other information in electronic form) (hereinafter referred to as "Records") within Defendant's possession or control or that of their contractors or agents relating to activities at the Site or to the implementation of this Decree, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information regarding the work. Defendant shall also make available to Ecology, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the work.

2. Nothing in this Decree is intended to waive any right Defendant may have under applicable law to limit disclosure of Records protected by the attorney work-product privilege and/or the attorney-client privilege. If Defendant withholds any requested Records based on an assertion of privilege, Defendant shall provide Ecology with a privilege log specifying the Records withheld and the applicable privilege. No Site-related data collected pursuant to this Decree shall be considered privileged, including: (1) any data regarding the Site, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological, biological, or engineering data, or the portion of any other record that evidences conditions at or around the Site; or (2) the portion of any Record that Defendant is required to create or generate pursuant to this Order.

3. Notwithstanding any provision of this Order, Ecology retains all of its information gathering and inspection authorities and rights, including enforcement actions related thereto, under any other applicable statutes or regulations.

XII. RETENTION OF RECORDS

1. During the pendency of this Decree, and for ten (10) years from the date this Decree is no longer in effect as provided in Section XXVI (Duration of Decree), Defendant shall preserve all records, reports, documents, and underlying data in its possession relevant to the implementation of this Decree and shall insert a similar record retention requirement into all contracts with project contractors and subcontractors. Upon request of Ecology, Defendant shall make all records available to Ecology and allow access for review within a reasonable time.

XIII. TRANSFER OF INTEREST IN PROPERTY

1. No voluntary conveyance or relinquishment of title, easement, leasehold, or other interest in any portion of the Site shall be consummated by Defendant without provision for continued operation and maintenance of any containment system, treatment system, and/or monitoring system installed or implemented pursuant to this Decree.

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2. Prior to Defendant's transfer of any interest in all or any portion of the Site, and during the effective period of this Decree, Defendant shall provide a copy of this Decree to any prospective purchaser, lessee, transferee, assignee, or other successor in said interest; and, at least thirty (30) days prior to any transfer, Defendant shall notify Ecology of said transfer. Upon its transfer of any interest, Defendant shall notify all transferees of the restrictions on the activities and uses of the property under this Decree and incorporate any such use restrictions into the transfer documents.

XIV. RESOLUTION OF DISPUTES

1. In the event that Defendant elects to invoke dispute resolution, Defendant must utilize the procedure set forth below.

A. Upon the triggering event (receipt of Ecology's project coordinator's written decision or an itemized billing statement), Defendant has fourteen (14) calendar days within which to notify Ecology's project coordinator in writing of its dispute (Informal Dispute Notice).

B. The Parties' project coordinators shall then confer in an effort to resolve the dispute informally. The parties shall informally confer for up to fourteen (14) calendar days from receipt of the Informal Dispute Notice. If the project coordinators cannot resolve the dispute within those 14 calendar days, then within seven (7) calendar days Ecology's project coordinator shall issue a written decision (Informal Dispute Decision) stating: the nature of the dispute; the Defendant's position with regards to the dispute; Ecology's position with regards to the dispute; and the extent of resolution reached by informal discussion.

C. Defendant may then request regional management review of the dispute. Defendant must submit this request (Formal Dispute Notice) in writing to the Northwest Region Toxics Cleanup Section Manager within seven (7) calendar days of receipt of Ecology's Informal Dispute Decision. The Formal Dispute Notice shall include a written statement of dispute setting

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forth: the nature of the dispute; the disputing Party's position with respect to the dispute; and the information relied upon to support its position.

D. The Section Manager shall conduct a review of the dispute and shall issue a written decision regarding the dispute (Decision on Dispute) within thirty (30) calendar days of receipt of the Formal Dispute Notice.

E. If Defendant finds Ecology's Regional Section Manager's decision of the disputed matter unacceptable, Defendant may then request final management review of that decision. Defendant must submit this request (Final Review Request) in writing to the Toxics Cleanup Program Manager within seven (7) calendar days of Defendant's receipt of the Decision on Dispute. The Final Review Request shall include a written statement of dispute setting forth: the nature of the dispute; the disputing Defendant's position with respect to the dispute; and the information relied upon to support its position.

F. Ecology's Toxics Cleanup Program Manager shall conduct a review of the dispute and shall issue a written decision regarding the dispute (Final Decision on Dispute) within thirty (30) calendar days of receipt of the Final Review Request. The Toxics Cleanup Program Manager's decision shall be Ecology's final decision on the disputed matter.

2. If Ecology's Final Decision on Dispute is unacceptable to Defendant, then Defendant has the right to submit the dispute to the Court for resolution. The Parties agree that one judge should retain jurisdiction over this case and shall, as necessary, resolve any dispute arising under this Decree. Under RCW 70A.305.070, Ecology's investigative and remedial decisions shall be upheld unless they are arbitrary and capricious.

3. The Parties agree to only utilize the dispute resolution process in good faith and agree to expedite, to the extent possible, the dispute resolution process whenever it is used. Where either party utilizes the dispute resolution process in bad faith or for purposes of delay, the other party may seek sanctions.

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4. Implementation of these dispute resolution procedures shall not provide a basis for delay of any activities required in this Decree, unless Ecology agrees in writing to a schedule extension or the Court so orders.

5. In case of a dispute, failure to either proceed with the work required by this Decree or timely invoke dispute resolution may result in Ecology's determination that insufficient progress is being made in preparation of a deliverable, and may result in Ecology undertaking the work under Section XXIII (Implementation of Remedial Action).

XV. AMENDMENT OF DECREE

1. The Parties may agree to minor changes to the work to be performed without formally amending this Decree. Minor changes will be documented in writing by Ecology.

2. Substantial changes to the work to be performed shall require formal amendment of this Decree. This Decree may only be formally amended by a written stipulation among the Parties that is entered by the Court, or by order of the Court. Ecology will provide its written consent to a formal amendment only after public notice and opportunity to comment on the formal amendment. Such amendment shall become effective upon entry by the Court. Agreement to amend the Decree shall not be unreasonably withheld by any party.

3. When requesting a change to the Decree, Defendant shall submit a written request to Ecology for approval. Ecology shall indicate its approval or disapproval in writing and in a timely manner after the written request is received. If Ecology determines that the change is substantial, then the Decree must be formally amended. Reasons for the disapproval of a proposed change to this Decree shall be stated in writing. If Ecology does not agree to the requested change, the disagreement may be addressed through the dispute resolution procedures described in Section XII (Resolution of Disputes).

XVI. EXTENSION OF SCHEDULE

1. Defendant's request for an extension of schedule shall be granted only when a request for an extension is submitted in a timely fashion, generally at least thirty (30) days prior

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to expiration of the deadline for which the extension is requested, and good cause exists for granting the extension. All extensions shall be requested in writing. The request shall specify:

A. The deadline that is sought to be extended.

B. The length of the extension sought.

C. The reason(s) for the extension.

D. Any related deadline or schedule that would be affected if the extension were granted.

2. The burden shall be on Defendant to demonstrate to the satisfaction of Ecology that the request for such extension has been submitted in a timely fashion and that good cause exists for granting the extension. Good cause may include, but may not be limited to:

A. Circumstances beyond the reasonable control and despite the due diligence of Defendant including delays caused by unrelated third parties or Ecology, such as (but not limited to) delays by Ecology in reviewing, approving, or modifying documents submitted by Defendant.

B. A shelter in place or work stoppage mandated by state or local government order due to public health and safety emergencies.

C. Acts of God, including fire, flood, blizzard, extreme temperatures, storm, or other unavoidable casualty.

D. Endangerment as described in Section XVII (Endangerment).

3. However, neither increased costs of performance of the terms of this Decree nor changed economic circumstances shall be considered circumstances beyond the reasonable control of Defendant.

4. Ecology shall act upon any Defendant's written request for extension in a timely fashion. Ecology shall give Defendant written notification of any extensions granted pursuant to this Decree. A requested extension shall not be effective until approved by Ecology or, if required, by the Court. Unless the extension is a substantial change, it shall not be necessary to

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amend this Decree pursuant to Section XV (Amendment of Decree) when a schedule extension is granted.

5. At Defendant's request an extension shall only be granted for such period of time as Ecology determines is reasonable under the circumstances. Ecology may grant schedule extensions exceeding ninety (90) days only as a result of one of the following:

A. Delays in the issuance of a necessary permit which was applied for in a timely manner.

B. Other circumstances deemed exceptional or extraordinary by Ecology.

C. Endangerment as described in Section XVII (Endangerment).

XVII. ENDANGERMENT

1. In the event Ecology determines that any activity being performed at the Site under this Decree is creating or has the potential to create a danger to human health or the environment, Ecology may direct Defendant to cease such activities for such period of time as it deems necessary to abate the danger. Defendant shall immediately comply with such direction.

2. In the event Defendant determines that any activity being performed at the Site under this Decree is creating or has the potential to create a danger to human health or the environment, Defendant may cease such activities. Defendant shall notify Ecology's project coordinator as soon as possible, but no later than twenty-four (24) hours after making such determination or ceasing such activities. Upon Ecology's direction, Defendant shall provide Ecology with documentation of the basis for the determination or cessation of such activities. If Ecology disagrees with Defendant's cessation of activities, it may direct Defendant to resume such activities.

3. If Ecology concurs with or orders a work stoppage pursuant to this section, Defendant's obligations with respect to the ceased activities shall be suspended until Ecology determines the danger is abated, and the time for performance of such activities, as well as the time for any other work dependent upon such activities, shall be extended, in accordance with

Section XVI (Extension of Schedule), for such period of time as Ecology determines is reasonable under the circumstances.

4. Nothing in this Decree shall limit the authority of Ecology, its employees, agents, or contractors to take or require appropriate action in the event of an emergency.

XVIII. COVENANT NOT TO SUE

1. Covenant Not to Sue: In consideration of Defendant's compliance with the terms and conditions of this Decree, Ecology covenants not to institute legal or administrative actions against Defendant regarding the release or threatened release of hazardous substances at the Site. This Covenant Not to Sue does not cover any other hazardous substance(s) or area. Ecology retains all of its authority relative to any hazardous substance(s) or area not covered by this Decree.

This Covenant Not to Sue shall have no applicability whatsoever to:

A. Criminal liability.

B. Liability for damages to natural resources.

C. Any Ecology action, including cost recovery, against PLPs not a party to this Decree.

2. Pursuant to RCW 70A.305.040(4)(c), the Court shall amend this Covenant Not to Sue if factors not known at the time of entry of this Decree are discovered and present a previously unknown threat to human health or the environment.

3. Reopeners: Ecology specifically reserves the right to institute legal or administrative action against Defendant to require it to perform additional remedial actions at the Site and to pursue appropriate cost recovery, pursuant to RCW 70A.305.050, under any of the following circumstances:

A. Upon Defendant's failure to meet the requirements of this Decree.

B. Failure of the remedial action to meet the cleanup standards identified in the CAP (Exhibit C).

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C. Upon Ecology's determination that remedial action beyond the terms of this Decree is necessary to abate an imminent and substantial endangerment to human health or the environment.

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D. Upon the availability of information previously unknown to Ecology regarding Site factors including the nature, concentration, quantity, migration, pathway, or mobility of hazardous substances, and Ecology's determination, in light of this information, that further remedial action is necessary at the Site to protect human health or the environment.

E. Upon Ecology's determination that additional remedial actions are necessary to achieve cleanup standards set forth in the CAP within a reasonable restoration time frame.

4. Except in the case of an emergency, prior to instituting legal or administrative action against Defendant pursuant to this section, Ecology shall provide Defendant with fifteen (15) calendar days' notice of such action.

XIX. CONTRIBUTION PROTECTION

1. With regard to claims for contribution against Defendant, the Parties agree that Defendant is entitled to protection against claims for contribution for matters addressed in this Decree as provided by RCW 70A.305.040(4)(d).

XX. INDEMNIFICATION

1. Defendant agrees to indemnify and save and hold the State of Washington, its employees, and agents harmless from any and all claims or causes of action (1) for death or injuries to persons, or (2) for loss or damage to property to the extent arising from or on account of acts or omissions of Defendant, its officers, employees, agents, or contractors in entering into and implementing this Decree. However, Defendant shall not indemnify the State of Washington nor save nor hold its employees and agents harmless from any claims or causes of action to the extent arising out of the negligent acts or omissions of the State of Washington, or the employees or agents of the State, in entering into or implementing this Decree.

XXI. COMPLIANCE WITH APPLICABLE LAWS

1. *Applicable Law.* All actions carried out by Defendant pursuant to this Decree shall be done in accordance with all applicable federal, state, and local requirements, including

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requirements to obtain necessary permits, except as provided in RCW 70A.305.090. At this time, no federal, state, or local requirements have been identified as being applicable to the actions required by this Decree. Defendant has a continuing obligation to identify additional applicable federal, state, and local requirements which apply to actions carried out pursuant to this Decree, and to comply with those requirements. As additional federal, state, and local requirements are identified by Ecology or the Defendant, Ecology will document in writing if they are applicable to actions carried out pursuant to this Decree, and the Defendant must implement those requirements.

2. *Relevant and Appropriate Requirements.* All actions carried out by Defendant pursuant to this Decree shall be done in accordance with relevant and appropriate requirements identified by Ecology. At this time, no relevant and appropriate requirements have been identified as being applicable to the actions required by this Decree. If additional relevant and appropriate requirements are identified by Ecology or the Defendant, Ecology will document in writing if they are applicable to actions carried out pursuant to this Decree and the Defendant must implement those requirements.

3. Pursuant to RCW 70A.305.090(1), Defendant may be exempt from the procedural requirements of RCW 70A.15, 70A.205, 70A.300, 77.55, 90.48, and 90.58 and of any laws requiring or authorizing local government permits or approvals. However, Defendant shall comply with the substantive requirements of such permits or approvals. For permits and approvals covered under RCW 70A.305.090(1) that have been issued by local government, the Parties agree that Ecology has the non-exclusive ability under this Decree to enforce those local government permits and/or approvals. At this time, no state or local permits or approvals have been identified as being applicable but procedurally exempt under this section.

4. Defendant has a continuing obligation to determine whether additional permits or approvals addressed in RCW 70A.305.090(1) would otherwise be required for the remedial action under this Decree. In the event either Ecology or Defendant determines that additional

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permits or approvals addressed in RCW 70A.305.090(1) would otherwise be required for the remedial action under this Decree, it shall promptly notify the other party of its determination. Ecology shall determine whether Ecology or Defendant shall be responsible to contact the appropriate state and/or local agencies. If Ecology so requires, Defendant shall promptly consult with the appropriate state and/or local agencies and provide Ecology with written documentation from those agencies of the substantive requirements those agencies believe are applicable to the remedial action. Ecology shall make the final determination on the additional substantive requirements that must be met by Defendant and on how Defendant must meet those requirements. Ecology shall inform Defendant in writing of these requirements. Once established by Ecology, the additional requirements shall be enforceable requirements of this Decree. Defendant shall not begin or continue the remedial action potentially subject to the additional requirements until Ecology makes its final determination.

5. Pursuant to RCW 70A.305.090(2), in the event Ecology determines that the exemption from complying with the procedural requirements of the laws referenced in RCW 70A.305.090(1) would result in the loss of approval from a federal agency that is necessary for the state to administer any federal law, the exemption shall not apply and Defendant shall comply with both the procedural and substantive requirements of the laws referenced in RCW 70A.305.090(1), including any requirements to obtain permits or approvals.

XXII. REMEDIAL ACTION COSTS

1. Defendant shall pay to Ecology costs incurred by Ecology pursuant to this Decree and consistent with WAC 173-340-550(2). These costs shall include work performed by Ecology or its contractors for, or on, the Site under RCW 70A.305, including remedial actions and Decree preparation, negotiation, oversight, and administration. These costs shall include work performed both prior to and subsequent to the entry of this Decree. Ecology's costs shall include costs of direct activities and support costs of direct activities as defined in WAC 173-340-550(2). For all costs incurred, Defendant shall pay the required amount within thirty (30) days of

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receiving from Ecology an itemized statement of costs that includes a summary of costs incurred, an identification of involved staff, and the amount of time spent by involved staff members on the project. A general statement of work performed will be provided upon request. Itemized statements shall be prepared quarterly. Pursuant to WAC 173-340-550(4), failure to pay Ecology's costs within ninety (90) days of receipt of the itemized statement of costs will result in interest charges at the rate of twelve percent (12%) per annum, compounded monthly.

2. In addition to other available relief, pursuant to RCW 19.16.500, Ecology may utilize a collection agency and/or, pursuant to RCW 70A.305.060, file a lien against real property subject to the remedial actions to recover unreimbursed remedial action costs.

XXIII. IMPLEMENTATION OF REMEDIAL ACTION

1. If Ecology determines that the Defendant has failed to make sufficient progress or failed to implement the remedial action, in whole or in part, Ecology may, after notice to Defendant, perform any or all portions of the remedial action or at Ecology's discretion allow the Defendant opportunity to correct. In an emergency, Ecology is not required to provide notice to Defendant, or an opportunity for dispute resolution. The Defendant shall reimburse Ecology for the costs of doing such work in accordance with Section XXII (Remedial Action Costs).

2. Except where necessary to abate an emergency or where required by law, the Defendant shall not perform any remedial actions at the Site outside those remedial actions required by this Decree to address the contamination that is the subject of this Decree, unless Ecology concurs, in writing, with such additional remedial actions pursuant to Section XV (Amendment of Decree). In the event of an emergency, or where actions are taken as required by law, Defendant must notify Ecology in writing of the event and remedial action(s) planned or taken as soon as practical but no later than within twenty-four (24) hours of the discovery of the event.

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XXIV. PERIODIC REVIEW

1. So long as remedial action continues at the Site, the Parties agree to review the progress of remedial action at the Site, and to review the data accumulated as a result of monitoring the Site as often as is necessary and appropriate under the circumstances. Unless otherwise agreed to by Ecology, at least every five (5) years after the initiation of cleanup action at the Site the Parties shall confer regarding the status of the Site and the need, if any, for further remedial action at the Site. At least ninety (90) days prior to each periodic review, Defendant shall submit a report to Ecology that documents whether human health and the environment are being protected based on the factors set forth in WAC 173-340-420(4). Under Section XVIII (Covenant Not to Sue), Ecology reserves the right to require further remedial action at the Site under appropriate circumstances. This provision shall remain in effect for the duration of this Decree.

XXV. PUBLIC PARTICIPATION

1. Ecology shall maintain the responsibility for public participation at the Site. However, Defendant shall cooperate with Ecology, and shall:

A. If agreed to by Ecology, develop appropriate mailing lists, prepare drafts of public notices and fact sheets at important stages of the remedial action, such as the submission of work plans, remedial investigation/feasibility study reports, cleanup action plans, and engineering design reports. As appropriate, Ecology will edit, finalize, and distribute such fact sheets and prepare and distribute public notices of Ecology's presentations and meetings.

B. Notify Ecology's project coordinator prior to the preparation of all press releases and fact sheets, and before meetings related to remedial action work to be performed at the Site with the interested public and/or local governments. Likewise, Ecology shall notify Defendant prior to the issuance of all press releases and fact sheets related to remedial action work to be performed at the Site, and before meetings related to remedial action work to be performed at the Site with the interested public and/or local governments. For all press releases,

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fact sheets, meetings, and other outreach efforts by Defendant that do not receive prior Ecology approval, Defendant shall clearly indicate to its audience that the press release, fact sheet, meeting, or other outreach effort was not sponsored or endorsed by Ecology.

C. When requested by Ecology, participate in public presentations on the progress of the remedial action at the Site. Participation may be through attendance at public meetings to assist in answering questions, or as a presenter.

D. When requested by Ecology, arrange and/or continue information repositories at the following locations:

Seattle Public Library – South Park Branch
8604 8th Ave South
Seattle, WA 98108

At a minimum, copies of all public notices, fact sheets, and documents relating to public comment periods shall be promptly placed in this repository. A copy of all documents related to this Site shall be maintained at Ecology's Northwest Region Office in Shoreline, Washington.

XXVI. DURATION OF DECREE

1. The remedial program required pursuant to this Decree shall be maintained and continued until Defendant has received written notification from Ecology that the requirements of this Decree have been satisfactorily completed. This Decree shall remain in effect until dismissed by the Court. When dismissed, Section XII (Retention of Records), Section XVIII (Covenant Not to Sue), Section XIX (Contribution Protection), Section XX (Indemnification), and Section XXVII (Claims Against the State) shall survive.

XXVII. CLAIMS AGAINST THE STATE

1. Defendant hereby agrees that it will not seek to recover any costs accrued in implementing the remedial action required by this Decree from the State of Washington or any of its agencies; and further, that Defendant will make no claim against the State Toxics Control Account, the Local Toxics Control Account, the Environmental Legacy Stewardship Account, or a MTCA Cleanup Settlement Account for any costs incurred in implementing this Decree.

Except as provided above, however, Defendant expressly reserves its right to seek to recover any costs incurred in implementing this Decree from any other PLP. This section does not limit or address funding that may be provided under WAC 173-322A.

XXVIII. EFFECTIVE DATE

1. This Decree is effective upon the date it is entered by the Court.

XXIX. WITHDRAWAL OF CONSENT

1. If the Court withholds or withdraws its consent to this Decree, it shall be null and void at the option of any party and the accompanying Complaint shall be dismissed without costs and without prejudice. In such an event, no party shall be bound by the requirements of this Decree.

STATE OF WASHINGTON DEPARTMENT OF ECOLOGY	NICK BROWN Attorney General
_____ Nhi Irwin Program Manager Toxics Cleanup Program [Telephone]	_____ [NAME OF SIGNATORY, WSBA #] Assistant Attorney General [Telephone]
Date: _____	Date: _____

BRIDGE POINT SEATTLE 130, LLC

_____
[NAME OF SIGNATORY]
[Title of signatory]
[Telephone]

Date: _____

ENTERED this _____ day of December, 2026.

_____
JUDGE
King County Superior Court

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