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COVENANT Rec: $312.50
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KING COUNTY, WA

After Recording Return to:

Christa Colouzis, Section Manager
Department of Ecology
Hazardous Waste and
Toxics Reduction Program
Department of Ecology
15700 Dayton Ave. N.
Seattle, WA 98133

Environmental Covenant

Grantor:	Liberty Ridge L.L.C.
Grantee:	Washington Department of Ecology
Legal Description:	LOTS 4 THRU 9, BLOCK G, INDUSTRIAL ADD REPLAT & PORS OF TRACT G ADJ LESS ROW
Assessor's Property Tax Parcel No.:	3573700410
Reference Numbers of Documents Assigned or Released:	Not applicable.

RECITALS

a. This document is an environmental (restrictive) covenant (hereafter "Covenant") executed pursuant to the Consent Decree in *State of Washington, Department of Ecology v. General Electric Co., GE Aviation*, King County Superior Court No. 14-2-09134-6, entered March 31, 2014 ("the Consent Decree"); the Model Toxics Control Act ("MTCA"), chapter 70A.305 RCW; and Uniform Environmental Covenants Act ("UECA"), chapter 64.70 RCW.

b. The Property that is the subject of this Covenant is part or all of a Site commonly known as General Electric Company's Aircraft Engines Business Site, 220 South Dawson Street, Facility Site ID 2522 ("Site"). The Property is legally described in Exhibit A, and illustrated in Exhibit B, both of which are attached (hereafter "Property"). If there are differences between these two Exhibits, the legal description in Exhibit A shall prevail.

c. The Property is the subject of remedial action conducted under MTCA. This Covenant is required because residual contamination remains on the Property after completion of remedial actions. Specifically, the following principal contaminants remain on the property:

Medium	Principal Contaminants Present
Soil	none
Groundwater	trichloroethylene ("TCE"); 1,1-dichloroethylene (DCE); cis-1,2-DCE; trans-1,2-DCE; vinyl chloride; 1,4-dioxane
Surface Water / Sediment	none

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 at General Electric Aviation Div - (Cleanup ID # 2446) (wa.gov).

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

Liberty Ridge L.L.C. (a/k/a Liberty Ridge, LLC), 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 the 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 commercial property. Any future use of the Property must be protective of human health and the environment, comply with applicable zoning and land use requirements, and be consistent with the requirements and standards promulgated by Ecology under Chapter 70A.305 RCW.

b. Stormwater facilities.

To minimize the potential for mobilization of contaminants remaining in the groundwater on the Property, no new 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. Vapor/gas controls.

The residual contamination on the Property includes volatile chemicals that may generate harmful vapors. As such, the following restrictions shall apply on the Property or to minimize the potential for exposure to these vapors:

1. No new building or other enclosed structure shall be constructed on the Property unless approved by Ecology.

2. If a new building, remodel of the existing building, or other enclosed structure is approved and vapor intrusion mitigation measures are determined by Ecology to be necessary, it shall be constructed with a sealed foundation and a vapor control system that is operated and maintained to prevent the migration of vapors into the building or structure, unless an alternative approach is approved by Ecology.

d. 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.

e. 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.

f. Construction

Construction and development are not prohibited on the Property when performed in compliance with the terms of this Covenant. Grantor and Grantee agree that activities 0 to 6' below ground surface, such as landscaping, plumbing and electrical work, or other similar activities shall not require prior written approval from Ecology. Drilling, digging, bulldozing, or sub-surface earthwork below 6' may not proceed without provision for worker safety and health as described in WAC 173-340-810 and compliance with applicable worker safety laws (e.g., the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq., and the Washington Industrial Safety and Health Act, Chapter 49.17 RCW, and its implementing regulations, Chapter 296-62 WAC).

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 72hr 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, and security interests, must:

i. Provide written notice to Ecology of the conveyance within thirty (30) days 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 _____, 2026 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.

Jimmy Blais Liberty Ridge LLC 5050 1st Avenue S Suite 102 Seattle, WA 98134 206-255-5153 Jblais@gmccinc.net	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 And Washington State Department of Ecology Hazardous Waste and Toxics Reduction Program Northwest Regional Office Attention: Mr. Paul Bianco 15700 Dayton Ave. North Shoreline, WA 98133 (425) 466-5161

Section 5. Modification or Termination.

a. Grantor must provide written notice and obtain approval from Ecology at least sixty (60) days in advance of any proposed activity or use of the Property in a manner that is inconsistent with this Covenant. For any proposal that is inconsistent with this Covenant and permanently modifies an activity or use restriction at the site:

i. Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal; and

ii. If Ecology approves of the proposal, the Covenant must be amended to reflect the change before the activity or use can proceed.

b. If the conditions at the site requiring a Covenant have changed or no longer exist, then the Grantor may submit a request to Ecology that this Covenant be amended or terminated. Any amendment or termination of this Covenant must follow the procedures in MTCA and UECA and any rules promulgated under these chapters.

c. By signing this agreement, per RCW 64.70.100, the original signatories to this agreement, other than Ecology, agree to waive all rights to sign amendments to and termination of this Covenant.

Section 6. Enforcement and Construction.

a. This Covenant is being freely and voluntarily granted by the Grantor.

b. Within ten (10) days of execution of this Covenant, Grantor shall provide Ecology with an original signed Covenant and proof of recording and a copy of the Covenant and proof of recording to others required by RCW 64.70.070.

c. Ecology shall be entitled to enforce the terms of this Covenant by resort to specific performance or legal process. All remedies available in this Covenant shall be in addition to any and all remedies at law or in equity, including MTCA and UECA. Enforcement of the terms of this Covenant shall be at the discretion of Ecology, and any forbearance, delay or omission to exercise its rights under this Covenant in the event of a breach of any term of this Covenant is not a waiver by Ecology of that term or of any subsequent breach of that term, or any other term in this Covenant, or of any rights of Ecology under this Covenant.

d. The Grantor shall be responsible for all costs associated with implementation of this Covenant. Furthermore, the Grantor, upon request by Ecology, shall be obligated to pay for Ecology's costs to process a request for any modification or termination of this Covenant and any approval required by this Covenant.

e. This Covenant shall be liberally construed to meet the intent of MTCA and UECA.

f. The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though such void provision had not been contained herein.

g. A heading used at the beginning of any section or paragraph or exhibit of this Covenant may be used to aid in the interpretation of that section or paragraph or exhibit but does not override the specific requirements in that section or paragraph.

The undersigned Grantor warrants he/she holds the title to the Property and has authority to execute this Covenant.

EXECUTED this 10th day of August, 2026.

By: Gary Merlino

Title: Manager

STATE OF Washington

COUNTY OF King

On this 10th day of August, 2026, I certify that Gary Merlino personally appeared before me, acknowledged that **he/she** is the Manager 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[1]
Residing at Seattle WA
My appointment expires 11/09/2026

ARIANE JUSTUS NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 11-09-26 204253

[1] Where landowner is located out of state, replace with appropriate out-of-state title and location.

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

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

_____

by: Christa Colouzis

Title: Section Manager – Hazardous Waste and Toxics Reduction

Dated: 8/10/2026

Exhibit A

LEGAL DESCRIPTION

All of Lots 4, 5, 6, 7, 8 and 9 in Block G of Replat of Block 1 and Blocks 10 through 18, Industrial Addition to the City of Seattle, according to the plat thereof recorded in Volume 34 of Plats, Page 1, in King County, Washington;

Together with that portion of Tract G in said Block G, lying Southerly of the North line of said Lot 4, produced Easterly;

Except right of way rights only over the East 15 feet of Lot 7 and the East 30 feet of Lots 8 and 9 in said Block G;

Situated in the City of Seattle, County of King, State of Washington.

Exhibit B

PROPERTY MAP

