

EXHIBIT D
Environmental Covenants

After Recording Return to:

Department of Ecology
Northwest Regional Office
3190 160th Avenue SE
Bellevue, WA 98008-5452

Environmental Covenant

Grantor: North Lot Development, LLC
Grantee: State of Washington, Department of Ecology

Legal:

PARCEL A OF CITY OF SEATTLE BOUNDARY LINE ADJUSTMENT NO. 3012468
RECORDED UNDER RECORDING NO. 20110919900011, RECORDS OF KING COUNTY,
WASHINGTON. Specifically:

PARCELS X AND Y OF LOT BOUNDARY ADJUSTMENT 3008308, RECORDED
UNDER RECORDING NUMBER 20090514900009, RECORDS OF KING COUNTY,
STATE OF WASHINGTON,

TOGETHER WITH

THAT PORTION OF PARCEL Z OF SAID BOUNDARY LINE ADJUSTMENT,
LYING WEST OF THE SOUTHERLY EXTENSION OF THE EAST RIGHT OF WAY
MARGIN OF 2ND AVENUE, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF PARCEL X OF LOT
BOUNDARY ADJUSTMENT 3008308, RECORDED UNDER RECORDING
NUMBER 20090514900009, RECORDS OF KING COUNTY, STATE OF
WASHINGTON;

THENCE SOUTH 88°47'40" EAST, ALONG THE SOUTH RIGHT OF WAY
MARGIN OF SOUTH KING STREET AND THE NORTH LINE OF SAID PARCELS
X AND Z, A DISTANCE OF 429.08 FEET TO THE INTERSECTION OF THE
SOUTHERLY EXTENSION OF THE EAST RIGHT OF WAY MARGIN OF 2ND
AVENUE SOUTH AND THE NORTH RIGHT OF WAY MARGIN OF SOUTH KING
STREET;

THENCE SOUTH 01°10'15" WEST, ALONG SAID SOUTHERLY EXTENSION, A
DISTANCE OF 240.75 FEET; TO THE SOUTH LINE OF SAID PARCEL Z;

THENCE NORTH 88°45'46" WEST, ALONG THE SOUTH LINE OF PARCELS Z
AND Y OF SAID LOT BOUNDARY ADJUSTMENT, A DISTANCE OF 428.85 FEET
THE EASTERLY RIGHT OF WAY MARGIN OF OCCIDENTAL AVENUE SOUTH;

THENCE NORTH 01'07'04" EAST ALONG SAID EASTERLY MARGIN, A
DISTANCE OF 240.51 FEET TO THE POINT OF BEGINNING.

Grantor, North Lot Development, LLC, hereby binds Grantor, its successors and assigns to the land use restrictions identified herein and grants such other rights under this environmental covenant (hereafter "Covenant") made this ____ day of _____, 2013 in favor of the State of Washington Department of Ecology (Ecology). Ecology shall have full right of enforcement of the rights conveyed under this Covenant pursuant to the Model Toxics Control Act, RCW 70.105D.030(1)(g), and the Uniform Environmental Covenants Act, 2007 Wash. Laws ch. 104, sec. 12.

This Declaration of Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by North Lot Development, LLC, its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology").

A remedial action (hereafter "Remedial Action") occurred under a Consent Decree with Ecology at the property that is the subject of this Covenant. The Remedial Action conducted at the property is described in the following documents:

1. Remedial Investigation (Landau Associates 2011)
2. Feasibility Study (Landau Associates 2011)
3. Cleanup Action Plan (CAP) (Washington State Department of Ecology, July 2011)
4. Feasibility Study Addendum (Landau Associates 2013)
5. Cleanup Action Plan Addendum (CAP Addendum) (Washington State Department of Ecology, February 2013)

These documents are on file at Ecology's Northwest Office.

This Covenant is required because the Remedial Action resulted in residual concentrations of polycyclic aromatic hydrocarbons (PAHs) and arsenic, which exceed the Model Toxics Control Act Method B Cleanup Level(s) for soil established under WAC 173-340-745.

The undersigned, North Lot Development, LLC, is the fee owner of real property (hereafter "Property") in the County of King, State of Washington, that is subject to this Covenant. The Property is legally described as follows:

PARCEL A OF CITY OF SEATTLE BOUNDARY LINE ADJUSTMENT NO. 3012468 RECORDED UNDER RECORDING NO. 20110919900011, RECORDS OF KING COUNTY, WASHINGTON. Specifically:

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TOGETHER WITH

THAT PORTION OF PARCEL Z OF SAID BOUNDARY LINE ADJUSTMENT, LYING WEST OF THE SOUTHERLY EXTENSION OF THE EAST RIGHT OF WAY MARGIN OF 2ND AVENUE, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF PARCEL X OF LOT BOUNDARY ADJUSTMENT 3008308, RECORDED UNDER RECORDING NUMBER 20090514900009, RECORDS OF KING COUNTY, STATE OF WASHINGTON;
THENCE SOUTH 88°47'40" EAST, ALONG THE SOUTH RIGHT OF WAY MARGIN OF SOUTH KING STREET AND THE NORTH LINE OF SAID PARCELS X AND Z, A DISTANCE OF 429.08 FEET TO THE INTERSECTION OF THE SOUTHERLY EXTENSION OF THE EAST RIGHT OF WAY MARGIN OF 2ND AVENUE SOUTH AND THE NORTH RIGHT OF WAY MARGIN OF SOUTH KING STREET;
THENCE SOUTH 01°10'15" WEST, ALONG SAID SOUTHERLY EXTENSION, A DISTANCE OF 240.75 FEET; TO THE SOUTH LINE OF SAID PARCEL Z;
THENCE NORTH 88°45'46" WEST, ALONG THE SOUTH LINE OF PARCELS Z AND Y OF SAID LOT BOUNDARY ADJUSTMENT, A DISTANCE OF 428.85 FEET THE EASTERLY RIGHT OF WAY MARGIN OF OCCIDENTAL AVENUE SOUTH;
THENCE NORTH 01°07'04" EAST ALONG SAID EASTERLY MARGIN, A DISTANCE OF 240.51 FEET TO THE POINT OF BEGINNING.

North Lot Development, LLC, makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, as provided by law and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereafter "Owner").

Section 1. No groundwater may be taken for domestic, commercial, industrial, or any other purposes from the Property unless the groundwater removal is part of monitoring activities associated with an Ecology-approved compliance monitoring plan. No production wells will be installed within the Property.

Section 2. Unless authorized by the Cleanup Action Plan, the CAP Addendum, or this Restrictive Covenant, no activity is permitted on the Property that may result in the release or exposure to the environment of a hazardous substance that remains on the Property as part of the Remedial Action, or create a new exposure pathway, without prior written approval from Ecology. Some examples of activities that are prohibited in the capped areas include: drilling, digging, placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capability, piercing the surface with a rod, spike or similar item, bulldozing or earthwork.

Section 3. Any activity that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited.

Section 4. No activity is allowed that may change the hydrogeologic conditions and cause the movement of contaminants in soil or groundwater to areas outside the Property.

Section 5. The Owner must give thirty (30) day advance written notice to Ecology of the Owner's intent to convey any interest in the Property other than the lease of individual units, or the sale or resale of individual condominium units, within the improvements to be constructed on the Property. No conveyance of title, easement, lease, or other partial interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Remedial Action.

Section 6. The Owner must restrict leases to uses and activities consistent with the terms of this Covenant and notify all lessees of the restrictions on use of the Property.

Section 7. The Owner must notify and obtain approval from Ecology prior to any use that is inconsistent with the terms of this Covenant. Ecology may approve any inconsistent use only after public notice and comment.

Section 8. The Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Remedial Action, to take samples, to inspect remedial actions conducted at the property, to determine compliance with this Covenant, and to inspect records that are related to the Remedial Action.

Section 9. The Owner reserves the right under WAC 173-340-440 to record an instrument that provides that this Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument may be recorded only if Ecology, after public notice and opportunity for comment, concurs.

NORTH LOT DEVELOPMENT, LLC

[Name of Signatory]

[Title]

Dated: _____

STATE OF WASHINGTON,
DEPARTMENT OF ECOLOGY

[Name of Person Acknowledging Receipt]

[Title]

Dated: _____

[INDIVIDUAL ACKNOWLEDGMENT]

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20____, I certify that _____ personally appeared before me, and 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.

Notary Public in and for the State of Washington,
residing at _____
My appointment expires: _____

[CORPORATE ACKNOWLEDGMENT]

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20____, I certify that _____ personally appeared before me, and 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 states 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: _____

[REPRESENTATIVE ACKNOWLEDGEMENT]

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My appointment expires: _____

Exhibit A
Figures ___ to ___

After Recording Return to:

Department of Ecology
Northwest Regional Office
3190 160th Avenue SE
Bellevue, WA 98008-5452

Environmental Covenant

Grantor: 255 South King Street L.P.
Grantee: State of Washington, Department of Ecology

Legal:

PARCEL B OF CITY OF SEATTLE BOUNDARY LINE ADJUSTMENT NO. 3012468
RECORDED UNDER RECORDING NO. 20110919900011, RECORDS OF KING COUNTY,
WASHINGTON. Specifically:

PARCEL Z OF LOT BOUNDARY ADJUSTMENT 3008308, RECORDED UNDER
RECORDING NUMBER 20090514900009, RECORDS OF KING COUNTY, STATE
OF WASHINGTON,

EXCEPT THAT PORTION LYING WEST OF THE SOUTHERLY EXTENSION OF
THE EAST RIGHT OF WAY MARGIN OF 2ND AVENUE, MORE PARTICULARLY
DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF PARCEL X OF LOT
BOUNDARY ADJUSTMENT 3008308, RECORDED UNDER RECORDING
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WASHINGTON;

THENCE SOUTH 88°47'40" EAST, ALONG THE SOUTH RIGHT OF WAY
MARGIN OF SOUTH KING STREET, A DISTANCE OF 429.08 FEET TO THE
INTERSECTION OF THE SOUTHERLY EXTENSION OF THE EAST RIGHT OF
WAY MARGIN OF 2ND AVENUE SOUTH AND THE NORTH RIGHT OF WAY
MARGIN OF SOUTH KING STREET AND ALSO BEING POINT OF BEGINNING
'A';

THENCE CONTINUING SOUTH 88°47'40" EAST, A DISTANCE OF 244.37 FEET
TO

THE NORTHEAST CORNER OF SAID PARCEL Z;

THENCE SOUTH 01°10'42" WEST, ALONG THE EAST LINE OF SAID PARCEL Z,
A DISTANCE OF 59.99 FEET;

THENCE SOUTH 88°49'18" EAST, ALONG THE EAST LINE OF SAID PARCEL Z,
A DISTANCE OF 30.15 FEET;

THENCE SOUTH 01°12'21" WEST, ALONG THE EAST LINE OF SAID PARCEL Z,
A DISTANCE OF 180.92 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL
Z;
THENCE NORTH 88°45'46" WEST, ALONG THE SOUTH LINE OF SAID PARCEL
Z, A DISTANCE OF 274.40;
THENCE DEPARTING SAID LINE, NORTH 01°10'15" EAST, A DISTANCE OF
240.75 FEET TO THE POINT OF BEGINNING 'A'.

Grantor, 255 South King Street L.P., hereby binds Grantor, its successors and assigns to the land use restrictions identified herein and grants such other rights under this environmental covenant (hereafter "Covenant") made this _____ day of _____, 2013 in favor of the State of Washington Department of Ecology (Ecology). Ecology shall have full right of enforcement of the rights conveyed under this Covenant pursuant to the Model Toxics Control Act, RCW 70.105D.030(1)(g), and the Uniform Environmental Covenants Act, 2007 Wash. Laws ch. 104, sec. 12.

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255 SOUTH KING STREET L.P.

[Name of Signatory]

[Title]

Dated: _____

STATE OF WASHINGTON,
DEPARTMENT OF ECOLOGY

[Name of Person Acknowledging Receipt]

[Title]

Dated: _____

[INDIVIDUAL ACKNOWLEDGMENT]

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20____, I certify that _____ personally appeared before me, and 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.

Notary Public in and for the State of Washington,
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My appointment expires: _____

[CORPORATE ACKNOWLEDGMENT]

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COUNTY OF _____

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[REPRESENTATIVE ACKNOWLEDGEMENT]

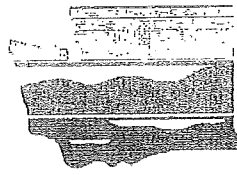
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COUNTY OF _____

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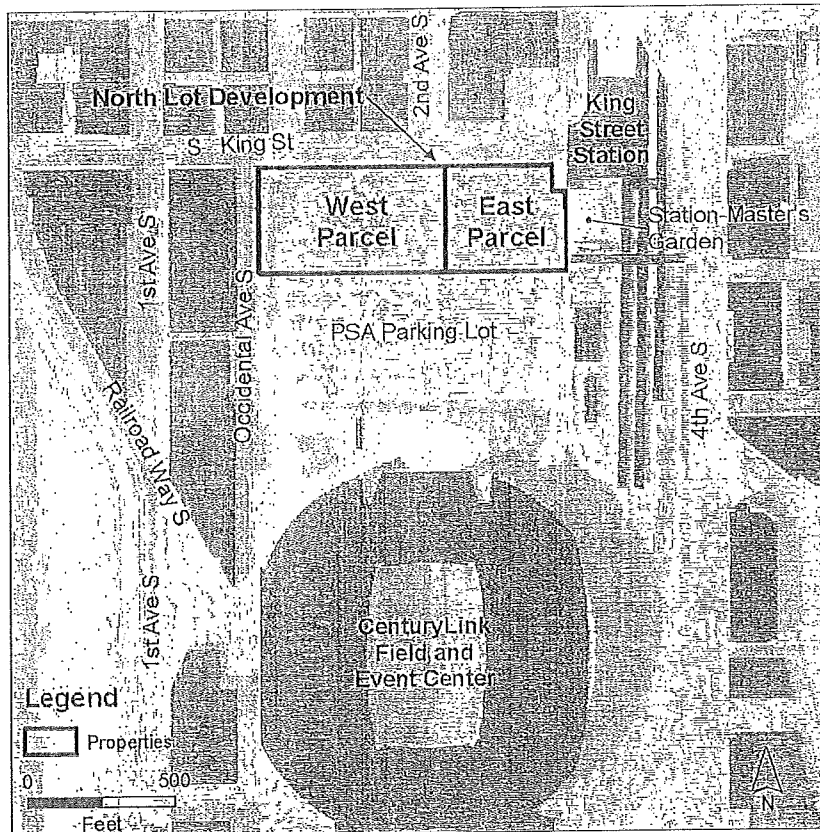
EXHIBIT E



DEPARTMENT OF
ECOLOGY
State Washington

North Lot Development
Cleanup ID Number: 1966

Public Participation Plan
November 2013



Prepared by
Washington State Department of Ecology

TABLE OF CONTENTS

1.0 INTRODUCTION	Error! Bookmark not defined.
Site Background	3
Site Map	4
2.0 CONTAMINANTS OF CONCERN.....	5
3.0 PUBLIC PARTICIPATION ACTIVITIES AND RESPONSIBILITY	5
Roles and Responsibilities.....	6
Public Comment Period	6
Public Meetings and Hearings	7
Information Repositories.....	7
Site Register and Public Events Calendar	7
Mailing List.....	8
Ecology Website	8
4.0 PUBLIC PARTICIPATION GRANTS AND TECHNICAL ASSISTANCE	8
5.0 PUBLIC PARTICIPATION PLAN AMENDMENTS	8

1.0 INTRODUCTION

The Washington State Department of Ecology (Ecology) has developed this Public Participation Plan pursuant to the Model Toxics Control Act (MTCA) and the Consent Decree for the cleanup at North Lot Development (Site). The Decree is between Ecology, North Lot Development (NLD), and 255 South King Street LP. Ecology is committed to an open dialogue with the community to ensure that interested parties receive information as well as provide input during the decision-making process. The intent is to promote meaningful community involvement during the cleanup process at the Site.

SITE BACKGROUND

This Site is approximately 3.85 acres, located north of CenturyLink Field at the southeast intersection of South King Street and Occidental Avenue South in Seattle, WA.

The property was originally undeveloped tide-flats of Elliott Bay, and was filled in the late 1890s and early 1900s. It was then used as a rail yard until the late 1960s. Structures associated with the rail yard included engine maintenance buildings, paint shops, a track switching area, and material storage areas. In addition, two gasoline stations were formerly located in the northwestern portion of the property at different times during the late 1930s and the 1960s. King County purchased the property in the 1970s to facilitate construction of the Kingdome stadium to the south of the property. The Kingdome was later demolished and replaced with the current CenturyLink Field development. The property has been used as a parking lot since the 1970s and as a staging area during the construction of the Kingdome and CenturyLink Field stadiums.

The Site includes the West Parcel (201 South King Street) and East Parcel (255 South King Street). In August 2011, Ecology and North Lot Development (NLD) entered into a Prospective Purchaser Consent Decree for the Site whereby NLD agreed to prepare a draft and final Remedial Investigation/Feasibility Study (RI/FS) Report and Cleanup Action Plan (CAP). NLD has initiated cleanup and construction at the West Parcel, and has completed most remedial activities on the West Parcel except for groundwater compliance monitoring and implementation of institutional controls on the Site. The West Parcel development will encompass a full city block with residential, retail uses and four floors of above-ground parking.

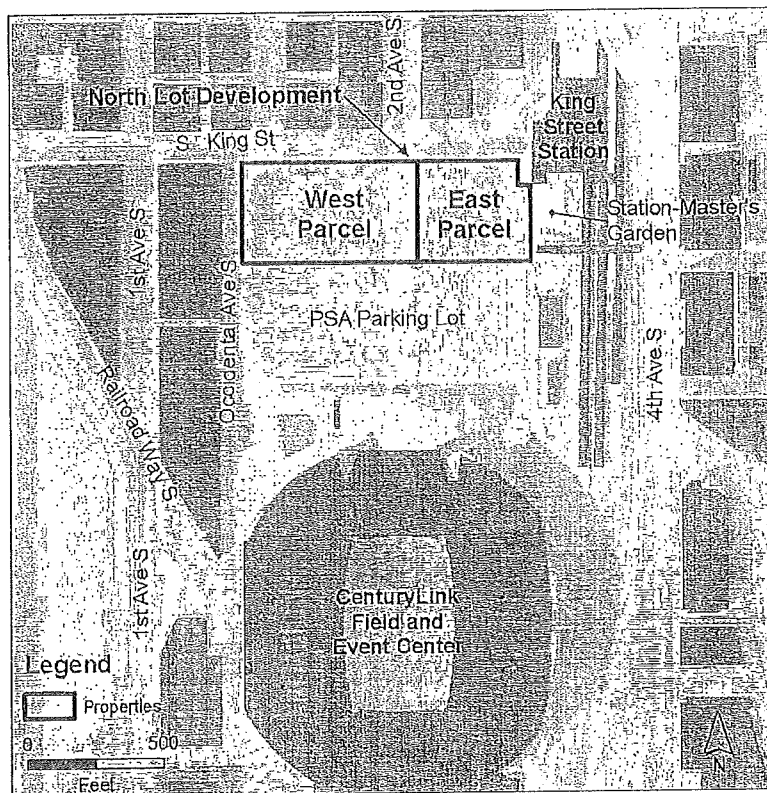
The East Parcel of the Site is currently used as a paid parking lot. 255 South King Street LP recently purchased the East Parcel of the Site for development, which will encompass a full city block and include construction of a high-rise hotel and commercial office/retail building with one level of below-ground parking.

Ecology, NLD and 255 South King Street LP is entering a new legal agreement called a Consent Decree (CD) which will supersede the 2011 Prospective Purchaser Consent Decree.

The new CD will describe the remedial activities to be performed on the East Parcel, describe the work completed by NLD on the West Parcel, and identify the remaining remedial activities to be performed on the West Parcel. Under the new CD, NLD will have no new or additional obligations regarding the West Parcel, other than the completion of groundwater compliance monitoring and implementation of institutional controls on the West Parcel.

The new CD will obligate the 255 South King Street LP to perform the cleanup actions at the East Parcel including the following tasks:

- Prepare an addendum to the original Feasibility Study report that incorporates the planned development of the East Parcel.
- Prepare an addendum to the original Cleanup Action Plan that incorporates the planned development of the East Parcel.
- Implement the Cleanup Action Plan Addendum for the East Parcel.



2.0 CONTAMINANTS OF CONCERN

The known contaminants of concern at both Parcels in Soil are:

- Petroleum substances:
 - Gasoline
 - Diesel fuel
 - Motor Oil
 - Benzene, Toluene, Ethylbenzene,
Xylenes (BTEX)
- Polycyclic Aromatic Hydrocarbons (PAHs)
- Metals
 - Arsenic
 - Mercury
- Dioxins/furans

The known contaminants of concern at both Parcels for Groundwater are:

- Petroleum substances:
 - Gasoline
 - Diesel fuel
 - Motor Oil
 - Benzene
- Arsenic
- Polycyclic Aromatic Hydrocarbons (PAHs)

3.0 PUBLIC PARTICIPATION ACTIVITIES AND RESPONSIBILITIES

The purpose of this Public Participation Plan is to promote public understanding and participation in the cleanup process for this Site. This section addresses how Ecology will keep the public informed about Site activity and provide opportunity for being involved in the cleanup.

Ecology will use a variety of tools to facilitate public participation in the planning and cleanup of this Site. These tools include: formal comment periods and responsiveness summaries, fact sheets, public meetings (if required), information repositories, Ecology's Site Register, web tools including a web-based events calendar, display advertisement in a local newspaper, and a specific North Lot Development website. These tools will be used as appropriate. Ecology will consider and implement constructive input provided by the community whenever possible.

Ecology, NLD and 255 South King Street LP urge the public to become involved in the cleanup process. Information will be provided regularly in order to provide many

opportunities to review materials and provide comments. This plan is intended to be a flexible working document where activities change as community concerns emerge as well as when more information becomes available during the cleanup process. To arrange for a briefing with project staff, ask questions, or provide comments on the plan or other aspects of the cleanup, please contact one of the persons listed below. Ecology is committed to an open dialogue with the community to ensure that interested parties receive information as well as provide input during the decision-making process.

For technical questions, please contact:

Jing Liu – Site Manager
Washington State Department of Ecology
Northwest Regional Office - Toxics Cleanup Program
3190 160th Avenue SE
Bellevue, WA 98008
Phone: (425) 649-4310
E-mail: jing.liu@ecy.wa.gov

For community involvement questions, please contact:

Nancy Lui – Community Outreach Coordinator
Washington State Department of Ecology
Northwest Regional Office - Toxics Cleanup Program
3190 160th Avenue SE
Bellevue, WA 98008
Phone: (425) 649-7117
E-mail: nancy.lui@ecy.wa.gov

Roles and Responsibilities

Ecology maintains overall responsibility and approval authority for the activities outlined in this plan in accordance with Model Toxics Control Act (MTCA) requirements. Ecology will conduct public comment periods as required by MTCA, including soliciting, receiving and considering comments, making decisions, and preparing responsiveness summaries. (A summary of all the comments received during a public comment period and Ecology's responses.)

Public Comment Periods

Comment periods are the primary method Ecology uses to get feedback from the public on proposed cleanup decisions. Comment periods usually last for 30 days and are required at key points during the investigation and cleanup process before final decisions are made. During a comment period, the public can comment in writing. After formal comment periods, Ecology reviews all comments received and may respond in a document called a Responsiveness Summary. Ecology will consider the need for changes or revisions based on input from the public. If significant changes are made, then a second comment period will be held. If no significant changes are made, then the

draft document(s) will be finalized.

Public Meetings and Hearings

Public meetings may be held at key points during the cleanup process. Ecology may also offer public meetings for actions expected to be of particular interest to the community. Also, if ten or more people request a public meeting during the 30-day comment period, Ecology will hold a public meeting for the purpose of taking written comments on draft documents.

Information Repositories

Information repositories are convenient places where the public can go to read and review Site information. The information repositories are often at libraries or community sites where the public has access. During the comment period, the Site documents will be available for review at each repository which is listed below. Documents remain at the repositories for the entire duration of the project.

Repositories for this project include:

Seattle Public Library – Downtown Branch
1000 4th Ave
Seattle, WA 98104
(206) 386-4636

Seattle Public Library – International District/Chinatown Branch
713 8th Ave S
Seattle, WA 98104
(206)386-1300

Washington State Department of Ecology – Northwest Regional Office (NWRO)
3190 160th Ave SE
Bellevue, WA 98008

To visit Ecology's NWRO, please call Sally Perkins to schedule an appointment.
Telephone #: (425) 649-7190
Fax #: (425) 649-4450
E-mail: sally.perkins@ecy.wa.gov
Hours: Tuesday – Thursday
8:00 am – 12:00 pm and 1:00 pm – 4:30 pm

Site Register and Public Events Calendar

Ecology's Toxics Cleanup Program uses the Site Register and web-based Public

Involvement Calendar to announce all of its public meetings and comment periods as well as additional Site activities.

To receive the Site Register in electronic or hard copy format, please call (360) 407-6000. The Site Register is available on Ecology's website at:
http://www.ecy.wa.gov/programs/tcp/pub_inv/pub_inv2.html

The Public Involvement Calendar is available on Ecology's website at:
<http://apps.ecy.wa.gov/pubcalendar/calendar.asp>

Mailing List

Ecology has compiled and maintains a list of interested parties, organizations and residents living in proximity to the Site. This list will be used to disseminate information via mail (fact sheets, Site updates, public notices, etc.). If you are not on the mailing list for this Site and wish to be added, please contact Nancy Lui at (425) 649-7117 or through email at nancy.lui@ecy.wa.gov. In the subject line, please indicate North Lot Development Site Mailing List.

North Lot Development Website

Information on the cleanup work at the Site is also available online. This website includes background information, status updates, and contact information for the Site.

Ecology North Lot Development Website:
<https://fortress.wa.gov/ecy/gsp/Sitepage.aspx?csid=1966>

4.0 PUBLIC PARTICIPATION PLAN AMENDMENTS

This plan was developed in compliance with the MTCA regulations (Chapter 173-340 WAC). It will be reviewed as cleanup progresses and may be amended as necessary. Amendments may be submitted to Ecology's Site Manager, Jing Liu, for review and consideration. Ecology will determine final approval of the plan as well as any amendments.

5.0 PUBLIC PARTICIPATION GRANTS AND TECHNICAL ASSISTANCE

Additionally, citizen groups living near contaminated sites may apply for public participation grants during open application periods. These grants help citizens receive technical assistance in understanding the cleanup process and create additional avenues for public participation.

Information on the guidelines and application for Public Participation Grants may be found at Ecology's website: <http://www.ecy.wa.gov/programs/swfa/grants/ppg.html>

Ecology currently does not have a citizen technical advisor for providing technical assistance to citizens on issues related to the investigation and cleanup of the Site. Please call Ecology's North Lot Development Site Manager Jing Liu, if you have questions. Her contact information is on page 6.

EXHIBIT F

EXHIBIT F

Legal Descriptions of Properties which comprise the Site

WEST PARCEL (owned by North Lot Development, LLC)

PARCEL A:

PARCEL A OF CITY OF SEATTLE BOUNDARY LINE ADJUSTMENT NO. 3012468
RECORDED UNDER RECORDING NO. 20110919900011, RECORDS OF KING COUNTY,
WASHINGTON. Specifically:

PARCELS X AND Y OF LOT BOUNDARY ADJUSTMENT 3008308, RECORDED
UNDER RECORDING NUMBER 20090514900009, RECORDS OF KING COUNTY,
STATE OF WASHINGTON,

TOGETHER WITH

THAT PORTION OF PARCEL Z OF SAID BOUNDARY LINE ADJUSTMENT,
LYING WEST OF THE SOUTHERLY EXTENSION OF THE EAST RIGHT OF WAY
MARGIN OF 2ND AVENUE, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF PARCEL X OF LOT
BOUNDARY ADJUSTMENT 3008308, RECORDED UNDER RECORDING
NUMBER 20090514900009, RECORDS OF KING COUNTY, STATE OF
WASHINGTON;

THENCE SOUTH 88°47'40" EAST, ALONG THE SOUTH RIGHT OF WAY
MARGIN OF SOUTH KING STREET AND THE NORTH LINE OF SAID PARCELS
X AND Z, A DISTANCE OF 429.08 FEET TO THE INTERSECTION OF THE
SOUTHERLY EXTENSION OF THE EAST RIGHT OF WAY MARGIN OF 2ND
AVENUE SOUTH AND THE NORTH RIGHT OF WAY MARGIN OF SOUTH KING
STREET;

THENCE SOUTH 01°10'15" WEST, ALONG SAID SOUTHERLY EXTENSION, A
DISTANCE OF 240.75 FEET; TO THE SOUTH LINE OF SAID PARCEL Z;
THENCE NORTH 88°45'46" WEST, ALONG THE SOUTH LINE OF PARCELS Z
AND Y OF SAID LOT BOUNDARY ADJUSTMENT, A DISTANCE OF 428.85 FEET
THE EASTERLY RIGHT OF WAY MARGIN OF OCCIDENTAL AVENUE SOUTH;
THENCE NORTH 01°07'04" EAST ALONG SAID EASTERLY MARGIN, A
DISTANCE OF 240.51 FEET TO THE POINT OF BEGINNING.

EAST PARCEL (owned by 255 South King Street L.P.)

PARCEL B:

PARCEL B OF CITY OF SEATTLE BOUNDARY LINE ADJUSTMENT NO. 3012468
RECORDED UNDER RECORDING NO. 20110919900011, RECORDS OF KING COUNTY,
WASHINGTON. Specifically:

PARCEL Z OF LOT BOUNDARY ADJUSTMENT 3008308, RECORDED UNDER
RECORDING NUMBER 20090514900009, RECORDS OF KING COUNTY, STATE
OF WASHINGTON,

EXCEPT THAT PORTION LYING WEST OF THE SOUTHERLY EXTENSION OF
THE EAST RIGHT OF WAY MARGIN OF 2ND AVENUE, MORE PARTICULARLY
DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF PARCEL X OF LOT
BOUNDARY ADJUSTMENT 3008308, RECORDED UNDER RECORDING
NUMBER 20090514900009, RECORDS OF KING COUNTY, STATE OF
WASHINGTON;

THENCE SOUTH 88°47'40" EAST, ALONG THE SOUTH RIGHT OF WAY
MARGIN OF SOUTH KING STREET, A DISTANCE OF 429.08 FEET TO THE
INTERSECTION OF THE SOUTHERLY EXTENSION OF THE EAST RIGHT OF
WAY MARGIN OF 2ND AVENUE SOUTH AND THE NORTH RIGHT OF WAY
MARGIN OF SOUTH KING STREET AND ALSO BEING POINT OF BEGINNING
'A';

THENCE CONTINUING SOUTH 88°47'40" EAST, A DISTANCE OF 244.37 FEET
TO

THE NORTHEAST CORNER OF SAID PARCEL Z;

THENCE SOUTH 01°10'42" WEST, ALONG THE EAST LINE OF SAID PARCEL Z,
A DISTANCE OF 59.99 FEET;

THENCE SOUTH 88°49'18" EAST, ALONG THE EAST LINE OF SAID PARCEL Z,
A DISTANCE OF 30.15 FEET;

THENCE SOUTH 01°12'21" WEST, ALONG THE EAST LINE OF SAID PARCEL Z,
A DISTANCE OF 180.92 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL
Z;

THENCE NORTH 88°45'46" WEST, ALONG THE SOUTH LINE OF SAID PARCEL
Z, A DISTANCE OF 274.40;

THENCE DEPARTING SAID LINE, NORTH 01°10'15" EAST, A DISTANCE OF
240.75 FEET TO THE POINT OF BEGINNING 'A'.

EXHIBIT G

EXHIBIT G

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STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT

STATE OF WASHINGTON,
DEPARTMENT OF ECOLOGY,

Plaintiff,

v.

NORTH LOT DEVELOPMENT, LLC,
a Washington limited liability
company; 255 SOUTH KING
STREET LP, a Washington limited
partnership,

Defendants.

No.

AMENDMENT TO CONSENT DECREE
RE: NORTH LOT DEVELOPMENT SITE
SEATTLE, WASHINGTON

(AGREEMENT OF SUCCESSORS IN
INTEREST AND ASSIGNS)

The undersigned Successors in Interest and Assigns are made a party to the Consent Decree Re: North Lot Development Site, Seattle, Washington (King County Superior Court Cause No. _____). The undersigned hereby agrees to be bound by all applicable provisions of the Decree.

This Agreement of Successors in Interest and Assigns shall be effective upon approval by the court.

AMENDMENT TO CONSENT DECREE RE: NORTH LOT
DEVELOPMENT SITE SEATTLE, WASHINGTON - 1

FOSTER PEPPER PLLC
1111 THIRD AVENUE, SUITE 3400
SEATTLE, WASHINGTON 98101-3299
PHONE (206) 447-4400 FAX (206) 447-9700

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So ordered this _____ day of _____, 20__.

JUDGE
King County Superior Court

IT IS SO AGREED BY THE UNDERSIGNED SUCCESSORS IN INTEREST AND

ASSIGNS:

By: _____

Its: _____

Date: _____

Address: _____

IT IS SO AGREED BY THE DEPARTMENT OF ECOLOGY:

By: _____

Its: _____

Date: _____

Address: _____

IT IS SO AGREED BY THE OFFICE OF THE ATTORNEY GENERAL:

By: _____

Its: _____

Date: _____

Address: _____
