

RA-5

Southwest Harbor Project
Lockheed Shipyard #2
SIT 8.5.1

RECEIVED

OCT - 4 1994

DEPT. OF ECOLOGY

CLERK OF COURT
KING COUNTY

OCT 2 1994

CLERK OF COURT
KING COUNTY

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

STATE OF WASHINGTON,
DEPARTMENT OF ECOLOGY,

Plaintiff,

v.

PORT OF SEATTLE,

Appellant.

NO.

ORDER ENTERING
CONSENT DECREE

94-2-17670-6

Lockheed Yard 2

Having reviewed the Consent Decree signed by the parties to this matter, the Joint Motion for Entry of the Consent Decree, the Affidavit of Kathryn L. Gerla, and the file herein, it is hereby

* * *

Signed by Kathy Gerla, AAG
Re-assigned Kristi Carevich

CF = Southwest Harbor - Lockheed Yard 2

ORDERED AND ADJUDGED that the Consent Decree in this matter is Entered and that the Court shall retain jurisdiction over the Consent Decree to enforce its terms.

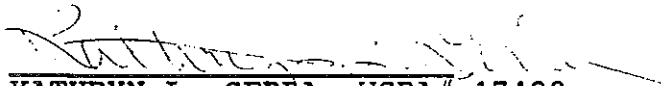
DATED this _____ day of JUL 22 1994, 1994.

JACK A. RICHEY

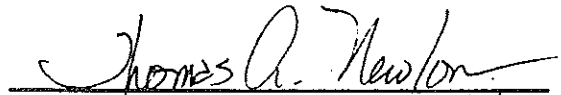
J U D G E

Presented by:

CHRISTINE O. GREGOIRE
Attorney General


KATHRYN L. GERLA, WSBA# 17498
Assistant Attorney General

Approved for Entry and Notice
of Presentation Waived:


THOMAS A. NEWLON, WSBA # 16397
Attorney for Port of Seattle

T5/entry.ord

ATTORNEY GENERAL OF WASHINGTON

Ecology Division

PO Box 40117

Olympia, WA 98504-0117

FAX (206) 438-7743

94-2-1700-0006

2 1994

XXVIII. PUBLIC NOTICE AND WITHDRAWAL OF CONSENT

This Decree has been the subject of public notice and comment under RCW 70.105D.040(4)(a). As a result of this process, Ecology has found that this Decree will lead to a more expeditious cleanup of hazardous substances at the site.

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.

DEPARTMENT OF ECOLOGY

ATTORNEY GENERAL

By: Carol Kraege 6/5/94
CAROL KRAEGE Date
Acting Program Manager
Toxics Cleanup Program

By: Kathryn L. Gerla
KATHRYN L. GERLA Date
WSBA #17498 5/31/94
Assistant Attorney General

PORT OF SEATTLE

By: M.R. Dinnare 5/26/94
M.R. Dinnare Date
Executive Director

By: Linda J. Front 5/26/94
Linda J. Front Date
WSBA # 9422
Attorney for Port of Seattle

DATED this _____ day of JUL 22 1994, 1994.

JACK A. RICHEY

JUDGE/COURT COMMISSIONER
King County Superior Court

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY,

Plaintiff,

v.

PORT OF SEATTLE,

Defendant.

No. _____

CONSENT DECREE

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1 I. INTRODUCTION

2 A. This Consent Decree (Decree) is entered into by and
3 between the Washington State Department of Ecology (Ecology),
4 and the Port of Seattle (Port). In entering into this Decree,
5 the mutual objective of Ecology and the Port of Seattle is to
6 provide for interim remedial action at a facility where there
7 has been a release or threatened release of hazardous
8 substances. This Decree requires the Defendant(s) to undertake
9 remedial actions to excavate, treat, contain, and/or dispose of
10 vadose zone soil, soil with sand blast grit, slag, and storm
11 drain sediments that are contaminated with hazardous substances.
12 Ecology has determined that these actions are necessary to
13 protect public health and the environment.

14 B. The remedial actions required in this Decree are
15 interim actions, and do not constitute final cleanup of the
16 site. There has not been a full investigation and
17 characterization of hazardous substances on site in media other
18 than vadose zone soils and storm drain sediments. The
19 Defendant(s) recognizes that Ecology intends to require
20 potentially liable parties for this site to ultimately perform a
21 full site investigation and clean up of all hazardous substances
22 on site, in accordance with the Model Toxics Control Act.

23 C. The complaint in this action is being filed
24 simultaneously with this Decree. An answer has not been filed,
25 and there has not been a trial on any issue of fact or law in
26 this case. However, the parties wish to resolve the issues

1 raised by Ecology's complaint. In addition, the parties agree
2 that settlement of these matters without litigation is
3 reasonable and in the public interest and that entry of this
4 Decree is the most appropriate means of resolving these matters.

5 D. In signing this Decree, Defendant(s) agrees to its
6 entry and agrees to be bound by its terms.

7 E. By entering into this Decree, the parties do not
8 intend to discharge nonsettling parties from any liability they
9 may have with respect to matters alleged in the complaint. The
10 parties retain the right to seek reimbursement, in whole or in
11 part, from any liable persons for sums expended under this
12 Decree.

13 F. This Decree shall not be construed as proof of
14 liability or responsibility for any releases of hazardous
15 substances or cost for remedial action nor an admission of any
16 facts; provided, however, that the Defendant(s) shall not
17 challenge the jurisdiction of Ecology or this Court or the
18 findings of fact in the Decree in any proceeding to enforce this
19 Decree.

20 G. The Court is fully advised of the reasons for entry of
21 this Decree, and good cause having been shown: IT IS HEREBY
22 ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

23 II. JURISDICTION

24 A. This Court has jurisdiction over the subject matter
25 and over the parties pursuant to Chapter 70.105D RCW, the Model
26 Toxics Control Act (MTCA).

1 B. Authority is conferred upon the Washington State
2 Attorney General by RCW 70.105D.040(4)(a) to agree to a
3 settlement with any potentially liable person if, after public
4 notice and hearing, Ecology finds the proposed settlement would
5 lead to a more expeditious cleanup of hazardous substances. RCW
6 70.105D.040(4)(b) requires that such a settlement be entered as
7 a consent decree issued by a court of competent jurisdiction.

8 C. Ecology has determined that a release or threatened
9 release of hazardous substances has occurred at the site which
10 is the subject of this Decree. Ecology has further determined
11 that the release is causing contamination of soils and will
12 continue to cause contamination unless the release is
13 remediated.

14 D. The Port has accepted its status as a potentially
15 liable person for its fee-owned portion of the site, and for the
16 purpose of providing jurisdiction for this Decree only, has
17 accepted its status as a potentially liable person for the
18 State-owned portion of the site. By signing this Decree the
19 Port waives its right to notice and comment under RCW
20 70.105D.020(8).

21 E. The actions to be taken pursuant to this Decree are
22 necessary to protect public health, welfare, and the
23 environment.

24 F. Defendant(s) has agreed to undertake the actions
25 specified in this Decree and consents to the entry of this
26 Decree under the MTCA.

1 which is a detailed site diagram, and Exhibit B which is the
2 legal description of the site. The site includes only the
3 upland portion above the intertidal zone which borders the site
4 on the north and east property lines. The site is a "facility"
5 under RCW 70.105D.020(3).

6 B. Parties: Refers to the Washington State Department of
7 Ecology, and the Port of Seattle (Port).

8 C. Defendant(s): Refers to the Port.

9 D. Consent Decree or Decree: Refers to this Consent
10 Decree, including any amendments to the Decree, and each of the
11 exhibits to the Decree. All exhibits are integral and
12 enforceable parts of this Consent Decree. The terms "Consent
13 Decree" or "Decree" shall include all Exhibits to the Consent
14 Decree.

15 E. Days: Refers to calendar days unless specified
16 otherwise.

17 F. Vadose Zone Soil: Refers to the zone between the land
18 surface and the water table. It includes the root zone,
19 intermediate zone, and capillary fringe. The pore spaces
20 contain water at less than atmospheric pressure, as well as air
21 and other gases.

22 V. STATEMENT OF FACTS

23 Ecology makes the following findings of fact without any
24 express or implied admissions by Defendant(s).

25 1. The Lockheed Yard II site is approximately 24.5 acres
26 in size. The site was largely built over mudflat areas and out

1 from the end of a peninsula in a series of up to 10 separate
2 fill operations since the 1930's. The fill material is
3 generally dredged sediment, and hydraulic fill with small
4 amounts of construction debris including slag.

5 2. From at least the middle 1930's to the 1960's the west
6 portion of the site was occupied by the Nettleton Lumber
7 Company.

8 3. From 1956 to 1992 the Lockheed Shipbuilding Company
9 owned the majority of the site. From approximately 1962 to the
10 present Lockheed has leased the State-owned portion of the site
11 from the Department of Natural Resources. Lockheed operated the
12 site as a shipbuilding facility until approximately 1986. It
13 used the facility primarily for refitting ships and for ship
14 maintenance performed in dry docks and on the shipway.
15 Activities conducted by Lockheed at the site included metal
16 fabrication, pipe fitting, electrical wiring, sand blasting,
17 painting, and yard vehicle maintenance. Lockheed used two
18 underground storage tank systems to contain and dispense
19 gasoline and diesel fuel. Two septic drain fields were operated
20 at the site.

21 4. The Port of Seattle purchased the portion of the site
22 owned by Lockheed in September 1992. The Port is the current
23 owner of the portion of the site legally described and
24 identified in Exhibit B as Port property.

25 5. The State of Washington is the current owner of the
26 portion of the site legally described and identified in Exhibit

1 B as State property. The State of Washington Department of
2 Natural Resources manages the property on behalf of the State.

3 6. The Port intends to redevelop the site and other
4 adjacent properties for industrial use as a container shipping
5 terminal.

6 7. Between 1988 and 1992 a series of studies were
7 independently conducted by Lockheed and the Port to partially
8 determine the nature and extent of hazardous substances on the
9 site. The studies included soil sampling, groundwater sampling,
10 storm drain sediment sampling, aquifer testing, and monitoring
11 groundwater level changes in response to tidal fluctuations in
12 Elliot Bay and the West Waterway of the Duwamish River. Those
13 studies are described more fully in the Cleanup Action Plan
14 (CAP) attached to this Decree as Exhibit C. Those studies did
15 not result in a full investigation of all hazardous substances
16 on site.

17 8. The studies identified the following hazardous
18 substances in soil on the site that exceed Method A industrial
19 soil cleanup levels under WAC 173-340-745(2): (1) metals:
20 antimony, arsenic, chromium (VI), copper, lead, nickel; (2)
21 carcinogenic polynuclear aromatic hydrocarbons (CPAHs):
22 benzo(a)anthracene, benzo(b)fluoranthene, benzo(k)fluoranthene,
23 benzo(a)pyrene, chrysene, and indeno(1,2,3-c,d)pyrene; and (3)
24 total petroleum hydrocarbons (TPH).

25 9. For the purposes of this Decree, the media of concern
26 on the site include the following six contamination units: (1).

1 soil containing sand blast grit with metals and metalloid
2 contamination; (2) soil with metals and metalloid contamination;
3 (3) soil with TPH and CPAH contamination; (4) slag with metals
4 and TPH contamination; (5) slag with metals contamination; and
5 (6) contaminated storm drain sediments.

6 VI. WORK TO BE PERFORMED

7 This Decree contains a program designed to protect public
8 health, welfare and the environment from the known release, or
9 threatened release, of hazardous substances or contaminants at,
10 on, or from the site. This program implements Ecology's CAP
11 and, with the remainder of this Consent Decree and exhibits,
12 implements the MTCA. This Decree addresses cleanup of vadose
13 zone soils and storm drain sediments only. It does not address
14 any other contamination that may exist on the site.

15 A. Scope of Work. The Port, through its contractor(s) and
16 subcontractor(s) as necessary, shall accomplish the following
17 work:

18 1. The Port shall obtain any and all state, federal or
19 local permits required by applicable law before work on site can
20 begin.

21 2. Pursuant to WAC 173-340-810, the Port shall prepare a
22 site Safety and Health Plan in accordance with the most recent
23 OSHA, WISHA, Department of Ecology and EPA guidance as well as
24 applicable regulations, to be reviewed by Ecology. Specific
25 elements that must be included in the plan are decontamination
26 areas for vehicles, equipment, and materials coming into contact

1 with hazardous substances; measures to limit generation of dust
2 and fugitive dust emissions; and procedures to control runoff
3 and erosion for temporary soil stockpiles.

4 3. The Port shall prepare an engineering design report,
5 construction plans and specifications, and an operation and
6 maintenance plan for the cleanup actions that meet the
7 requirements of WAC 173-340-400(4), to be approved by Ecology.
8 The operation and maintenance plan shall include procedures for
9 inspecting and maintaining the temporary and final asphalt
10 covers to be constructed over the hazardous substances remaining
11 on the site. It shall also include activities to ensure that
12 site security is maintained. Upon approval, the engineering
13 design report, construction plans and specifications, and
14 operation and maintenance plan shall become integral and
15 enforceable parts of this Decree, and shall be complied with by
16 the Port.

17 4. The Port shall prepare a compliance monitoring plan
18 that meets the requirements of WAC 173-340-410 and WAC 173-340-
19 720 through -750, to be approved by Ecology. The compliance
20 monitoring plan shall contain a sampling and analysis plan that
21 meets the requirements of WAC 173-340-820, and shall provide
22 that all analyses of soil and water performed pursuant to this
23 Decree be conducted by a laboratory accredited under chapter
24 173-50 WAC. The Port shall conduct protection, performance, and
25 confirmational monitoring in accordance with the approved plan.
26

1 Upon approval, the compliance monitoring plan shall become an
2 integral and enforceable part of this Decree.

3 5. The Port shall provide security at the site to
4 discourage entry by unauthorized persons. Site security shall
5 include maintenance of current fencing, installation of any
6 additional fencing needed to establish site perimeter security,
7 temporary fencing around stockpiled soil, and signs. Security
8 measures shall be maintained during the duration of this Decree,
9 unless otherwise agreed to by Ecology.

10 6. Sand Blast Grit and Soil With Metal and Metalloid
11 Contamination. The Port shall excavate all vadose zone soil
12 containing sand blast grit with metal and metalloid
13 contamination and all vadose zone soil with metal and metalloid
14 contamination that exceeds current Method A Industrial soil
15 cleanup levels under WAC 173-340-745. The Port shall
16 incorporate the excavated soil material into concrete by use of
17 a portable concrete plug mill on site. The uses of the
18 concrete, design and performance specifications for the
19 concrete, and security measures around the plug mill shall be
20 established in the engineering design report and must be
21 approved by Ecology. Pending incorporation of the soil material
22 into concrete, the Port shall stockpile the excavated soil
23 material on the site in accordance with a stockpiling plan to be
24 approved by Ecology. Upon approval, the stockpiling plan shall
25 become an integral and enforceable part of this Decree. The
26 stockpiling plan shall include location of piles, liner and

1 cover requirements, runoff and erosion control, fugitive dust
2 control, and stockpile security measures such as fencing.

3 7. Soil with TPH/CPAH Contamination. The Port shall
4 excavate all vadose zone soil containing TPH with levels at or
5 above 1,000 parts per million (ppm) and CPAH contamination that
6 exceeds current Method A Industrial soil cleanup levels. The
7 Port shall treat the excavated soil on site using thermal
8 desorption. The thermal desorption unit shall meet the
9 requirements and perform according to the specifications
10 identified in the Ecology-approved engineering design report.
11 Pending thermal treatment of the soil, the Port shall stockpile
12 the excavated soil on site in accordance with a soil stockpiling
13 plan to be approved by Ecology. Upon approval, the plan shall
14 become an integral and enforceable part of this Decree. The
15 stockpiling plan shall include location of piles, liner and
16 cover requirements, runoff and erosion control, fugitive dust
17 control, and stockpile security measures such as fencing. The
18 excavated soil must be treated to meet current Method A
19 Industrial soil cleanup levels. After being treated the soil
20 shall be reused on site to fill excavated areas.

21 8. Slag with Metal and TPH Contamination. The Port shall
22 excavate all slag with metal and metalloid contamination that
23 exceeds current Method A Industrial soil cleanup levels, and TPH
24 contamination with levels at or above 1,000 ppm. The Port shall
25 treat the excavated slag material on site using thermal
26 desorption. The excavated slag must be treated to meet current

1 Method A Industrial soil cleanup levels. The thermal desportion
2 unit shall meet the requirements and perform according to the
3 specifications identified in the Ecology-approved engineering
4 design report. Pending thermal treatment of the contaminated
5 slag, the Port shall stockpile the excavated slag material on
6 site in accordance with a stockpiling plan to be approved by
7 Ecology. The stockpiling plan shall include location of piles,
8 liner and cover requirements, runoff and erosion control,
9 fugitive dust control, and stockpile security measures such as
10 fencing. Once the slag has been thermally treated and
11 confirmational monitoring conducted, the Port shall incorporate
12 the treated slag material into concrete by use of a portable
13 concrete plug mill on site. The uses of the concrete, design
14 and performance specifications for the concrete, and security
15 measures around the plug mill shall be established in an
16 engineering design report and must be approved by Ecology.

17 9. Slag with Metal Contamination. The Port shall isolate
18 all slag containing metal and metalloid contamination that
19 exceeds current Method A Industrial soil cleanup levels. The
20 Port shall construct an asphalt cover over the contaminated slag
21 that will isolate the slag material as well as prevent surface
22 water from infiltrating into the contaminated slag. The
23 constructed cover design shall meet the requirements and perform
24 according to the specifications identified in the Ecology-
25 approved engineering design report.

26

1 10. Storm Drain System. The Port shall excavate all
2 contaminated storm drain sediments and adjacent contaminated
3 soil that exceed current Method A Industrial soil cleanup
4 levels. The Port shall also excavate all storm drain piping and
5 catch basins except for the storm drain piping within 20 feet of
6 the shoreline. All hazardous substances shall be removed from
7 the storm drain piping located within 20 feet of the shoreline
8 and the piping capped. A new storm drain system shall be
9 installed for the entire site. All excavated storm drain
10 sediments and adjacent soil that is contaminated only with
11 metals shall be incorporated into concrete by use of a portable
12 concrete plug mill on site. The uses of the concrete, design
13 and performance specifications, and security measures around the
14 plug mill shall be established in the Ecology-approved
15 engineering design report. Any contaminated storm drain
16 sediments and adjacent contaminated soil that is not
17 incorporated into concrete, and the excavated storm drain piping
18 and catch basins, shall be transported off site and disposed of
19 at an appropriate landfill. Pending disposal of the
20 contaminated materials, the materials may be temporarily
21 stockpiled on the site in accordance with a stockpiling plan to
22 be approved by Ecology. The Port shall analyze the stockpiled
23 materials to classify the materials for off-site disposal, using
24 the designation procedures in the dangerous waste regulations,
25 chapter 173-303 WAC. If characterization data indicate any of
26 the stockpiled material designates as dangerous waste according

1 to the dangerous waste regulations, the dangerous waste will be
2 disposed of at a facility that has received a Part B permit
3 under the federal Resource Conservation and Recovery Act and
4 that is in compliance with its permit and appropriate
5 regulations. If characterization data from the stockpiled
6 materials indicate the materials are not dangerous waste, these
7 materials will be disposed of at a Washington State permitted
8 hazardous waste disposal facility or a landfill that accepts
9 construction debris, that is in compliance with its permit and
10 appropriate regulations. Ecology must approve of the facility
11 at which the stockpiled material is disposed prior to disposal.
12 Trucks or rail containers transporting wastes from the site
13 shall be lined and covered before leaving the site. This
14 procedure shall be included as part of the Safety and Health
15 Plan and shall meet the requirements of and perform according to
16 the approved engineering design report.

17 11. Temporary Constructed Cover. The Port shall construct
18 a temporary asphalt cover over all contaminated slag, soil with
19 sand blast grit, and soil remaining on site, and over all
20 backfilled excavation areas. The cover shall be designed to
21 isolate contaminated materials and prevent surface water from
22 infiltrating into the contaminated materials. At a minimum, the
23 cover shall consist of four inches of asphalt. The design for
24 the constructed cover shall be included in the engineering
25 design report and must be approved by Ecology. The areas
26 requiring protective cover shall be submitted to Ecology on plan

1 sheets. The constructed cover shall meet the requirements and
2 perform according to the specifications in the approved
3 engineering design report.

4 12. Final Constructed Cover. As part of the redevelopment
5 of the site into a container terminal, a final constructed cover
6 shall be installed that is more protective than the temporary
7 cover and will isolate contaminated materials and prevent
8 surface water from infiltrating into the contaminated materials.
9 The final cover design shall be submitted to Ecology as part of
10 the engineering design report, and shall include an evaluation
11 of load bearing capabilities, inspection and maintenance,
12 erosion control, and surface water control. The final
13 constructed cover shall meet the requirements and perform
14 according to the specifications in the approved engineering
15 design report.

16 B. Schedule of Work. The schedule for performance of the
17 work identified above is as follows. No work shall be performed
18 until Ecology has approved the plans and reports required in
19 this Decree governing that work.

20 1. State, federal, and local permits: Apply within 30
21 days of the effective date of the Decree.

22 2. Safety and health plan: Submit to Ecology within 30
23 days of the effective date of the Decree. Ecology shall use its
24 best efforts to review and comment on the plan within 21 days.

25 3. Engineering design report, construction plans and
26 specifications, and operation and maintenance plan: Submit

1 drafts to Ecology within 60 days of the effective date of the
2 Decree. Ecology shall use its best efforts to review and
3 comment on the documents within 21 days. Within 30 days of
4 receipt of Ecology's comments on the drafts, the Port shall
5 submit to Ecology the final documents, which shall incorporate
6 Ecology's comments. The documents shall not be final until
7 approved by Ecology in writing. The documents may be submitted
8 in separate volumes or sections, as appropriate, to coincide
9 with the phases of the work to be performed.

10 4. Compliance Monitoring Plan: Submit a draft to Ecology
11 within 60 days of the effective date of the Decree. Ecology
12 shall use its best efforts to review and comment on the plan
13 within 30 days. Within 30 days of receipt of Ecology's comments
14 on the draft, the Port shall submit to Ecology the final plan,
15 which shall incorporate Ecology's comments. The plan shall not
16 be final until approved by Ecology in writing. The plan may be
17 submitted in separate volumes or sections, as appropriate, to
18 coincide with the phases of the work to be performed.

19 5. Temporary stockpile plan: Submit a draft to Ecology
20 within 60 days of the effective date of the Decree. Ecology
21 shall use its best efforts to review and comment on the plan
22 within 21 days. Within 30 days of receipt of Ecology's comments
23 on the draft, the Port shall submit to Ecology the final plan,
24 which shall incorporate Ecology's comments. The plan shall not
25 be final until approved by Ecology in writing.

26

1 6. Within two years of the effective date of the Decree,
2 the following work shall be completed. All contaminated soil
3 with sand blast grit, soil, and slag shall be excavated and
4 treated by thermal desorption or incorporation into concrete.
5 Excavated areas shall be backfilled. The temporary asphalt
6 cover shall be installed.

7 7. Within four years of the effective date of the Decree,
8 the following work shall be completed. All contaminated storm
9 drain sediments, adjacent contaminated soil, storm drain piping
10 and catch basins shall be excavated and disposed of at an
11 approved facility. The new storm drain system and the final
12 constructed cover shall be installed.

13 8. Compliance monitoring shall occur in accordance with
14 the schedule in the approved compliance monitoring plan.

15 C. During the duration of this Decree, Defendant(s) agrees
16 not to perform any remedial actions outside the scope of this
17 decree unless the parties agree to amend the scope of work to
18 cover these actions. All work conducted under this decree shall
19 be done in accordance with ch. 173-340 WAC unless otherwise
20 provided herein.

21 D. The parties anticipate that the long-term monitoring,
22 operation and maintenance activities required under this Decree
23 will eventually be included in a master Consent Decree for all
24 properties being cleaned up under MTCA or CERCLA that are owned
25 or leased by the Port in the immediate area and are being used
26 as part of the container shipping terminal facility.

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The project coordinator for Plaintiff Ecology is:

Glynis Carrosino
Department of Ecology
Northwest Regional Office
3190 - 160th Avenue S.E.
Bellevue, WA 98008-5452
(206) 649-7263

The project coordinator for Defendant Port of Seattle is:

Elizabeth Stetz
Port of Seattle
P.O. Box 1209
Seattle, WA 98111
(206) 728-3191

Each project coordinator shall be responsible for overseeing the implementation of this Decree. The Ecology project coordinator will be Ecology's designated representative at the site. To the maximum extent possible, communications between Ecology and the Defendant(s) 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 remedial work required by this Decree. The project coordinators may agree to minor modifications to the work to be performed without formal amendments to this Decree.

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

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VIII. PERFORMANCE

All work performed pursuant to this Decree shall be under the direction and supervision, as necessary, of a professional engineer or hydrogeologist, or equivalent, with experience and expertise in hazardous waste site investigation and cleanup.

Any construction work must be under the supervision of a professional engineer. Defendant(s) shall notify Ecology in writing as to the identity of such engineer(s) or hydrogeologist(s), or others and of any contractors and subcontractors to be used in carrying out the terms of this Decree, in advance of their involvement at the site.

IX. ACCESS

Ecology or any Ecology authorized representatives shall have the authority to enter and freely move about all property at the site 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)'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 the Defendant(s). Upon request, Ecology shall split any samples taken during an inspection unless the Defendant(s) fails to make available a representative for the purpose of splitting samples.

1 All parties with access to the site pursuant to this paragraph
2 shall comply with approved health and safety plans.

3 The Port's compliance with this Decree as to remedial
4 actions on the State-owned portion of the site is contingent
5 upon the Port obtaining access to the State property. The Port
6 shall use its best efforts to obtain access to the State
7 property. If the Port is unable to obtain such access, the Port
8 shall immediately notify Ecology.

9 X. SAMPLING, DATA REPORTING, AND AVAILABILITY

10 With respect to the implementation of this Decree,
11 Defendant(s) shall make the results of all sampling, laboratory
12 reports, and/or test results generated by it, or on its behalf
13 available to Ecology and shall submit these results in
14 accordance with Section XI of this Decree.

15 In accordance with WAC 173-340-840(5), ground water
16 sampling data shall be submitted to Ecology. These submittals
17 shall be provided to Ecology in accordance with Section XI of
18 this Decree.

19 If requested by Ecology, Defendant(s) shall allow split or
20 duplicate samples to be taken by Ecology and/or its authorized
21 representatives of any samples collected by Defendant(s)
22 pursuant to the implementation of this Decree. Defendant(s)
23 shall notify Ecology at least five (5) working days in advance
24 of any sample collection or work activity at the site. Ecology
25 shall, upon request, allow split or duplicate samples to be
26 taken by Defendant(s) or its authorized representatives of any

1 samples collected by Ecology pursuant to the implementation of
2 this Decree provided it does not interfere with the Department's
3 sampling. Without limitation on Ecology's rights under Section
4 IX, Ecology shall endeavor to notify Defendant(s) at least five
5 (5) working days prior to any sample collection activity.

6 **XI. PROGRESS REPORTS**

7 Defendant(s) shall submit to Ecology written monthly
8 progress reports which describe the actions taken during the
9 previous month to implement the requirements of this Decree.
10 The progress shall include the following:

11 A. A list of on-site activities that have taken place
12 during the month;

13 B. Detailed description of any deviations from required
14 tasks not otherwise documented in project plans or amendment
15 requests;

16 C. Description of all deviations from the schedule during
17 the current month and any planned deviations in the upcoming
18 month;

19 D. For any deviations in schedule, a plan for recovering
20 lost time and maintaining compliance with the schedule;

21 E. All raw data (including laboratory analysis) received
22 by the Defendant(s) during the past month and an identification
23 of the source of the sample; and

24 F. A list of deliverables for the upcoming month if
25 different from the schedule.
26

1 All progress reports shall be submitted by the tenth day of
2 the month in which they are due after the effective date of this
3 Decree. Unless otherwise specified, progress reports and any
4 other documents submitted pursuant to this Decree shall be sent
5 by certified mail, return receipt requested, to Ecology's
6 project coordinator.

7 XII. RETENTION OF RECORDS

8 Defendant(s) shall preserve, during the pendency of this
9 Decree and for ten (10) years from the date this Decree is no
10 longer in effect as provided in Section XXV, all records,
11 reports, documents, and underlying data in its possession
12 relevant to the implementation of this Decree and shall insert
13 in contracts with project contractors and subcontractors a
14 similar record retention requirement. Upon request of Ecology,
15 Defendant(s) shall make all non-archived records available to
16 Ecology and allow access for review. All archived records shall
17 be made available to Ecology within a reasonable period of time.

18 XIII. TRANSFER OF INTEREST IN PROPERTY

19 No voluntary or involuntary conveyance or relinquishment of
20 title, easement, leasehold, or other interest in any portion of
21 the site shall be consummated without provision for continued
22 operation and maintenance of any containment system, treatment
23 system, and monitoring system installed or implemented pursuant
24 to this Decree.

25 Prior to transfer of any legal or equitable interest in all
26 or any portion of the property, and during the effective period

1 of this Decree, Defendant(s) shall serve a copy of this Decree
2 upon any prospective purchaser, lessee, transferee, assignee, or
3 other successor in interest of the property; and, at least
4 thirty (30) days prior to any transfer, Defendant(s) shall
5 notify Ecology of said contemplated transfer.

6 **XIV. RESOLUTION OF DISPUTES**

7 A. In the event a dispute arises as to an approval,
8 disapproval, proposed modification or other decision or action
9 by Ecology's project coordinator, the parties shall utilize the
10 dispute resolution procedure set forth below.

11 (1) Upon receipt of the Ecology project coordinator's
12 decision, the Defendant(s) has fourteen (14) days within which
13 to notify Ecology's project coordinator of its objection to the
14 decision.

15 (2) The parties' project coordinators shall then confer in
16 an effort to resolve the dispute. If the project coordinators
17 cannot resolve the dispute within fourteen (14) days, Ecology's
18 project coordinator shall issue a written decision.

19 (3) Defendant(s) may then request Ecology management
20 review of the decision. This request shall be submitted in
21 writing to the Toxics Cleanup Program Manager within seven (7)
22 days of receipt of Ecology's project coordinator's decision.

23 (4) Ecology's Program Manager shall conduct a review of
24 the dispute and shall issue a written decision regarding the
25 dispute within thirty (30) days of the Defendant(s)'s request
26

1 for review. The Program Manager's decision shall be Ecology's
2 final decision on the disputed matter.

3 B. If Ecology's final written decision is unacceptable to
4 Defendant(s), Defendant(s) has the right to submit the dispute
5 to the Court for resolution. The parties agree that one judge
6 should retain jurisdiction over this case and shall, as
7 necessary, resolve any dispute arising under this Decree. In
8 the event Defendant(s) presents an issue to the Court for
9 review, the Court shall review the action or decision of Ecology
10 on the basis of whether such action or decision was arbitrary
11 and capricious and render a decision based on such standard of
12 review.

13 C. The parties agree to only utilize the dispute
14 resolution process in good faith and agree to expedite, to the
15 extent possible, the dispute resolution process whenever it is
16 used. Where either party utilizes the dispute resolution
17 process in bad faith or for purposes of delay, the other party
18 may seek sanctions.

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

23 XV. AMENDMENT OF CONSENT DECREE

24 This Decree may only be amended by a written stipulation
25 among the signatories to this Decree that is entered by the
26 Court or by order of the Court. Such amendment shall become

1 effective upon entry by the Court. Agreement to amend shall not
2 be unreasonably withheld by any party to the Decree.

3 Defendant(s) shall submit any request for an amendment to
4 Ecology for approval. Ecology shall indicate its approval or
5 disapproval in a timely manner after the request for amendment
6 is received. If the amendment to the Decree is substantial,
7 Ecology will provide public notice and opportunity for comment.
8 Reasons for the disapproval shall be stated in writing. If
9 Ecology does not agree to any proposed amendment, the
10 disagreement may be addressed through the dispute resolution
11 procedures described in Section XIV of this Decree.

12 **XVI. EXTENSION OF SCHEDULE**

13 A. An extension of schedule shall be granted only when a
14 request for an extension is submitted in a timely fashion,
15 generally at least 30 days prior to expiration of the deadline
16 for which the extension is requested, and good cause exists for
17 granting the extension. All extensions shall be requested in
18 writing. The request shall specify the reason(s) the extension
19 is needed.

20 An extension shall only be granted for such period of time
21 as Ecology determines is reasonable under the circumstances. A
22 requested extension shall not be effective until approved by
23 Ecology or the Court. Ecology shall act upon any written
24 request for extension in a timely fashion. It shall not be
25 necessary to formally amend this Decree pursuant to Section XV
26 when a schedule extension is granted.

1 B. The burden shall be on the Defendant(s) to demonstrate
2 to the satisfaction of Ecology that the request for such
3 extension has been submitted in a timely fashion and that good
4 cause exists for granting the extension. Good cause includes,
5 but is not limited to, the following.

6 (1) Circumstances beyond the reasonable control and
7 despite the due diligence of Defendant(s) including delays
8 caused by unrelated third parties or Ecology, such as (but not
9 limited to) delays by Ecology in reviewing, approving, or
10 modifying documents submitted by Defendant(s); or

11 (2) Acts of God, including fire, flood, blizzard, extreme
12 temperatures, storm, or other unavoidable casualty; or

13 (3) Endangerment as described in Section XVII.

14 However, neither increased costs of performance of the
15 terms of the Decree nor changed economic circumstances shall be
16 considered circumstances beyond the reasonable control of
17 Defendant(s).

18 C. Ecology may extend the schedule for a period not to
19 exceed ninety (90) days, except where an extension is needed as
20 a result of:

21 (1) Delays in the issuance of a necessary permit which was
22 applied for in a timely manner; or

23 (2) Other circumstances deemed exceptional or
24 extraordinary by Ecology; or

25 (3) Endangerment as described in Section XVI.

26

1 Ecology shall give Defendant(s) written notification in a
2 timely fashion of any extensions granted pursuant to this
3 Decree.

4 **XVII. ENDANGERMENT**

5 In the event Ecology determines that activities
6 implementing or in noncompliance with this Decree, or any other
7 circumstances or activities, are creating or have the potential
8 to create a danger to the health or welfare of the people on the
9 site or in the surrounding area or to the environment, Ecology
10 may order Defendant(s) to stop further implementation of this
11 Decree for such period of time as needed to abate the danger or
12 may petition the Court for an order as appropriate. During any
13 stoppage of work under this section, the obligations of
14 Defendant(s) with respect to the work under this Decree which is
15 ordered to be stopped shall be suspended and the time periods
16 for performance of that work, as well as the time period for any
17 other work dependent upon the work which is stopped, shall be
18 extended, pursuant to Section XVI of this Decree, for such
19 period of time as Ecology determines is reasonable under the
20 circumstances.

21 In the event Defendant(s) determines that activities
22 undertaken in furtherance of this Decree or any other
23 circumstances or activities are creating an endangerment to the
24 people on the site or in the surrounding area or to the
25 environment, Defendant(s) may stop implementation of this Decree
26 for such period of time necessary for Ecology to evaluate the

1 situation and determine whether Defendant(s) should proceed with
2 implementation of the Decree or whether the work stoppage should
3 be continued until the danger is abated. Defendant(s) shall
4 notify Ecology's project coordinator as soon as possible, but no
5 later than twenty-four (24) hours after such stoppage of work,
6 and thereafter provide Ecology with documentation of the basis
7 for the work stoppage. If Ecology disagrees with the
8 Defendant(s)'s determination, it may order Defendant(s) to
9 resume implementation of this Decree. If Ecology concurs with
10 the work stoppage, the Defendant(s)'s obligations shall be
11 suspended and the time period for performance of that work, as
12 well as the time period for any other work dependent upon the
13 work which was stopped, shall be extended, pursuant to Section
14 XVI of this Decree, for such period of time as Ecology
15 determines is reasonable under the circumstances. Any
16 disagreements pursuant to the clause shall be resolved through
17 the dispute resolution procedures in Section XIV.

18 **XVIII. OTHER ACTIONS**

19 This Decree is for interim remedial actions only. In
20 addition, the parties have not reached agreement on all
21 institutional controls necessary for the remedial actions to be
22 performed under this Decree, in particular the restrictive
23 covenant required by WAC 173-340-440. Therefore, this Decree
24 does not contain a covenant not to sue. Ecology reserves its
25 rights to institute remedial action(s) at the site and
26 subsequently pursue cost recovery, and Ecology reserves its

1 rights to issue orders and/or penalties or take any other
2 enforcement action pursuant to available statutory authority.

3 Ecology reserves all rights regarding the injury to,
4 destruction of, or loss of natural resources resulting from the
5 release or threatened release of hazardous substances from the
6 Lockheed Yard II site.

7 Ecology reserves the right to take any enforcement action
8 whatsoever, including a cost recovery action, against
9 potentially liable persons not party to this Decree.

10 **XIX. INDEMNIFICATION**

11 Defendant(s) agrees to indemnify and save and hold the
12 State of Washington, its employees, and agents harmless from any
13 and all claims or causes of action for death or injuries to
14 persons or for loss or damage to property arising from or on
15 account of acts or omissions of Defendant(s), its officers,
16 employees, agents, or contractors in entering into and
17 implementing this Decree. However, the Defendant(s) shall not
18 indemnify the State of Washington nor save nor hold its
19 employees and agents harmless from any claims or causes of
20 action arising out of the negligent acts or omissions of the
21 State of Washington, or the employees or agents of the state, in
22 implementing the activities pursuant to this Decree.

23 **XX. COMPLIANCE WITH APPLICABLE LAWS**

24 All actions carried out by Defendant(s) pursuant to this
25 Decree shall be done in accordance with all applicable federal,
26

1 state, and local requirements, including requirements to obtain
2 necessary permits.

3 **XXI. REMEDIAL AND INVESTIGATIVE COSTS**

4 The Port of Seattle agrees to pay all costs incurred by
5 Ecology pursuant to this Decree except for costs paid by the
6 Port pursuant to the Interagency Agreement between the
7 Department of Ecology and the Port of Seattle, dated May 28,
8 1991, and any amendments to that agreement. The costs required
9 to be paid under this Decree shall include work performed by
10 Ecology or its contractors for, or on, the site under ch. 70.105
11 RCW both prior to and subsequent to the issuance of this Decree
12 for investigations, remedial actions, and Decree preparation,
13 negotiations, oversight and administration. Ecology costs shall
14 include costs of direct activities and support costs of direct
15 activities as defined in WAC 173-340-550(2). The Port agrees to
16 pay the required amount within ninety (90) days of receiving
17 from Ecology an itemized statement of costs that includes a
18 summary of costs incurred, an identification of involved staff,
19 and the amount of time spent by involved staff members on the
20 project. A general statement of work performed will be provided
21 upon request. Itemized statements shall be prepared quarterly.
22 Failure to pay Ecology's costs within ninety (90) days of
23 receipt of the itemized statement will result in interest
24 charges.

25 * * *

26

1 **XXII. IMPLEMENTATION OF REMEDIAL ACTION**

2 If Ecology determines that Defendant(s) has failed without
3 good cause to implement the remedial action, Ecology may, after
4 notice to Defendant(s), perform any or all portions of the
5 remedial action that remain incomplete. If Ecology performs all
6 or portions of the remedial action because of the Defendant(s)'s
7 failure to comply with its obligations under this Decree,
8 Defendant(s) shall reimburse Ecology for the costs of doing such
9 work in accordance with Section XXI, provided that Defendant(s)
10 is not obligated under this section to reimburse Ecology for
11 costs incurred for work inconsistent with or beyond the scope of
12 this Decree.

13 **XXIII. FIVE YEAR REVIEW**

14 As remedial action, including ground water monitoring,
15 continues at the site, the parties agree to review the progress
16 of remedial action at the site, and to review the data
17 accumulated as a result of site monitoring as often as is
18 necessary and appropriate under the circumstances. At least
19 every five years the parties shall meet to discuss the status of
20 the site and the need, if any, of further remedial action at the
21 site. Ecology reserves the right to require further remedial
22 action at the site under appropriate circumstances. This
23 provision shall remain in effect for the duration of the Decree.

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1 sediment, and air monitoring data; remedial actions plans,
2 supplemental remedial planning documents, and all other similar
3 documents relating to performance of the remedial action
4 required by this Decree shall be promptly placed in these
5 repositories.

6 **XXV. DURATION OF DECREE**

7 This Decree shall remain in effect and the remedial program
8 described in the Decree shall be maintained and continued until
9 the Defendant(s) has received written notification from Ecology
10 that the requirements of this Decree have been satisfactorily
11 completed.

12 **XXVI. CLAIMS AGAINST THE STATE**

13 Defendant(s) hereby agrees that it will not seek to recover
14 any costs accrued in implementing the remedial action required
15 by this Decree from the State of Washington or any of its
16 agencies; and further, that the Defendant(s) will make no claim
17 against the state Toxics Control Account for any costs incurred
18 in implementing this Decree. Except as provided above, however,
19 Defendant(s) expressly reserves its right to seek to recover any
20 costs incurred in implementing this Decree from any other
21 potentially liable person.

22 **XXVII. EFFECTIVE DATE**

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

25 * * *

26

1 XXVIII. PUBLIC NOTICE AND WITHDRAWAL OF CONSENT

2 This Decree has been the subject of public notice and
3 comment under RCW 70.105D.040(4)(a). As a result of this
4 process, Ecology has found that this Decree will lead to a more
5 expeditious cleanup of hazardous substances at the site.

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

11
12 DEPARTMENT OF ECOLOGY

ATTORNEY GENERAL

13
14 By: Carol Kraege 6/5/94
15 CAROL KRAEGE Date
16 Acting Program Manager
17 Toxics Cleanup Program

By: Kathryn L. Gerla 5/31/94
KATHRYN L. GERLA Date
WSBA #17498
Assistant Attorney General

18 PORT OF SEATTLE

19 By: M.R. Dinnare 5/26/94
20 M.R. Dinnare Date
21 Executive Director

Linda J. Stout 5/26/94
WSBA # 9422 Date
Attorney for Port of Seattle

22 DATED this _____ day of _____, 1994.

23
24
25 JUDGE/COURT COMMISSIONER
26 King County Superior Court

T5/seattle.csd

CONSENT DECREE

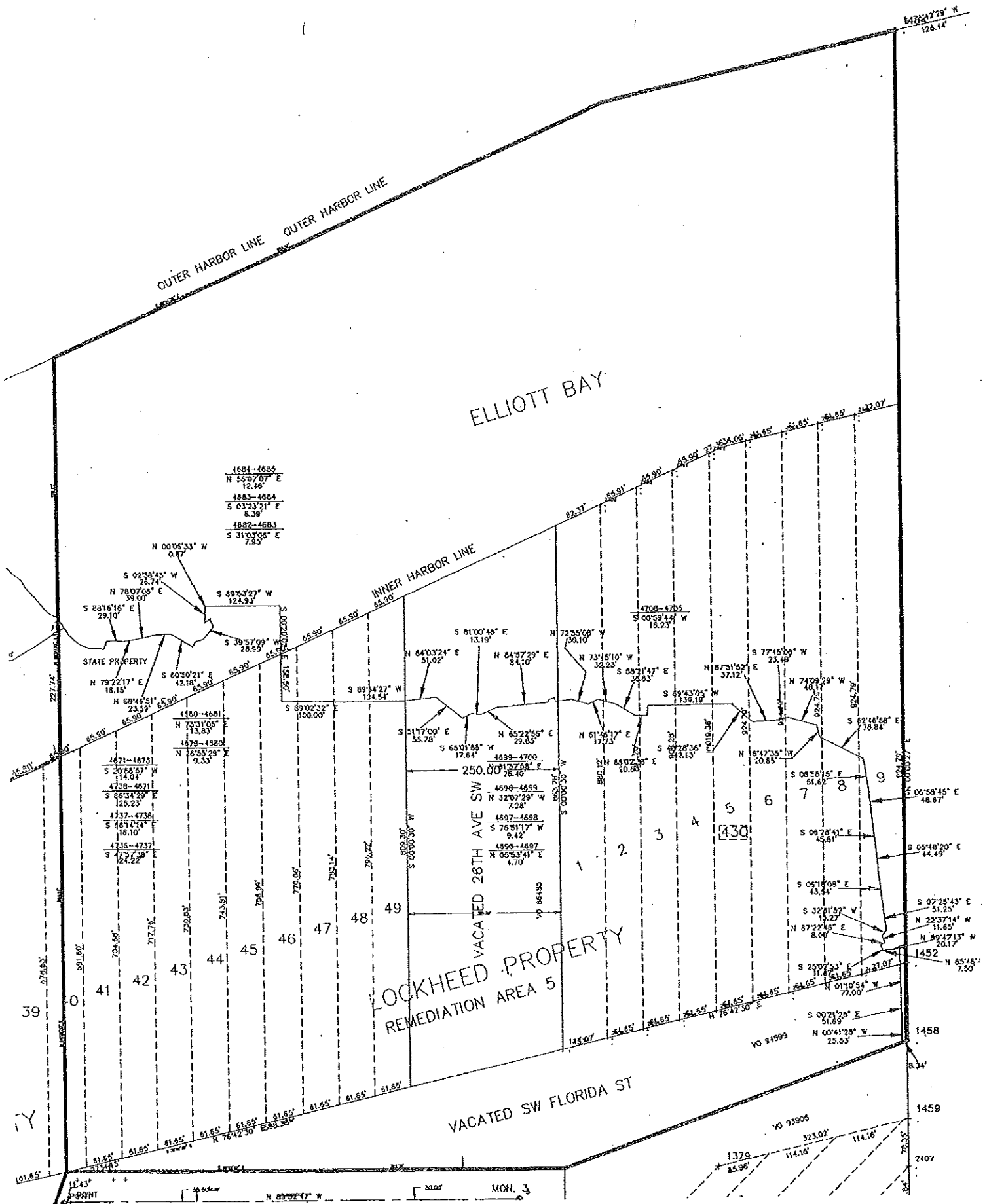


EXHIBIT A

LEGAL DESCRIPTION FOR
PORT OF SEATTLE PROPERTY

THE FOLLOWING DESCRIBED PARCEL IS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF KING, CITY OF SEATTLE.

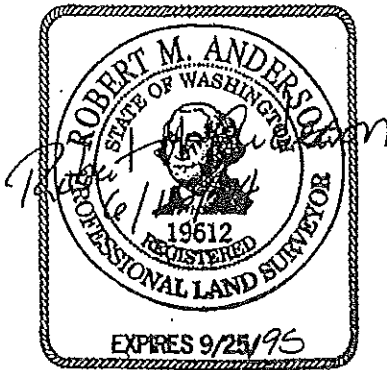
A PORTION OF LOTS 1 THROUGH 9, BLOCK 430, LOTS 41 THROUGH 49 AND LOT 40; EXCEPT THE WEST 27.42 FEET THEREOF, BLOCK 431, SEATTLE TIDELANDS, 26TH AVENUE SOUTHWEST AS VACATED BY CITY OF SEATTLE ORDINANCE 86485, VACATED FLORIDA STREET V.O. 94599, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT POINT ON THE SOUTH LINE OF SAID LOT 40, SAID POINT ALSO BEING ON THE EASTERLY LINE OF THE WEST 27.42 FEET OF SAID LOT 40; THENCE NORTH 00°00'30" EAST ALONG SAID EASTERLY LINE 684.50 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 40, BLOCK 431; THENCE NORTH 65°34'26" EAST 402.81 FEET ALONG SAID NORTHERLY LINE OF BLOCK 431 TO A POINT ON MEAN HIGH TIDE AS SURVEYED FEBRUARY 28, 1994; THENCE SOUTH 00°20'02" EAST ALONG MEAN HIGH TIDE, A DISTANCE OF 78.16 FEET; THENCE CONTINUING ALONG SAID MEAN HIGH TIDE SOUTH 89°02'32" EAST 100.00 FEET; THENCE NORTH 89°44'27" EAST 104.54 FEET; THENCE NORTH 84°03'24" EAST 51.02 FEET; THENCE SOUTH 51°17'00" EAST 55.78 FEET; THENCE NORTH 65°01'55" EAST 17.64 FEET; THENCE SOUTH 81°00'46" EAST 13.19 FEET; THENCE NORTH 65°22'56" EAST 29.85 FEET; THENCE NORTH 84°57'29" EAST 84.10 FEET; THENCE NORTH 05°53'41" EAST 4.70 FEET; THENCE NORTH 75°51'17" EAST 9.42 FEET; THENCE SOUTH 32°07'29" EAST 7.28 FEET; THENCE NORTH 81°57'58" EAST 25.40 FEET; THENCE SOUTH 72°55'08" EAST 30.10 FEET; THENCE NORTH 61°46'17" EAST 17.73 FEET; THENCE SOUTH 73°45'08" EAST 32.23 FEET; THENCE SOUTH 58°21'47" EAST 36.63 FEET; THENCE NORTH 88°02'38" EAST 20.80 FEET; THENCE NORTH 00°59'44" EAST 16.23 FEET; THENCE SOUTH 89°43'05" EAST 139.19 FEET; THENCE SOUTH 00°16'55" WEST 1.97 FEET; THENCE SOUTH 48°28'36" EAST 42.13 FEET; THENCE NORTH 87°51'52" EAST 37.12 FEET; THENCE NORTH 77°45'06" EAST 23.49 FEET; THENCE SOUTH 74°09'29" EAST 48.17 FEET; THENCE SOUTH 16°47'35" EAST 20.85 FEET; THENCE SOUTH 62°46'58" EAST 78.84 FEET; THENCE SOUTH 08°56'15" EAST 51.62 FEET; THENCE SOUTH 06°58'45" EAST 48.67 FEET; THENCE SOUTH 06°28'41" EAST 45.81 FEET; THENCE SOUTH 05°48'20" EAST 44.49 FEET; THENCE SOUTH 06°18'08" EAST 43.54 FEET; THENCE SOUTH 07°25'43" EAST 51.25 FEET; THENCE SOUTH 32°31'52" WEST 13.27 FEET; THENCE SOUTH 22°37'14" EAST 11.65 FEET; THENCE SOUTH 67°22'46" WEST 8.00 FEET; THENCE SOUTH 25°02'53" EAST 11.87 FEET; THENCE NORTH 65°46'42" EAST 7.50 FEET; THENCE SOUTH 89°47'13" EAST 20.17 FEET; THENCE SOUTH 01°10'54" EAST 77.00 FEET; THENCE SOUTH 00°21'25" EAST 51.69 FEET; THENCE SOUTH 00°41'28" EAST 25.53 FEET TO A POINT ON THE SOUTH LINE OF A VACATED PORTION OF SOUTHWEST FLORIDA STREET; THENCE LEAVING MEAN HIGH TIDE LINE SOUTH 70°27'47" EAST ALONG SAID SOUTH LINE OF SAID VACATED SOUTHWEST FLORIDA STREET 596.52 FEET; THENCE NORTH 89°52'47" WEST 822.73 FEET TO THE SOUTH LINE OF SAID LOT 40; THENCE NORTH 76°42'30" EAST 0.15 FEET TO THE POINT OF BEGINNING.

THE DESCRIBED AREA BEING 22.43 ACRES.

BUSH, ROED & HITCHINGS, INC.

THE BASIS OF BEARINGS USED IN THIS LEGAL IS THE SAME AS THAT USED ON THE OFFICIAL MAPS OF SEATTLE TIDE LANDS FILED IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS AT OLYMPIA, WASHINGTON MARCH 15, 1895, BEING A LOCAL COORDINATE SYSTEM ESTABLISHED BY M. STIXRUD, C.E.



PORT OF SEATTLE
ROBERT M. ANDERSON, P.L.S.
BRH JOB NO. 93168/SUR63B
MARCH 11, 1994
REVISED APRIL 13, 1994
REVISED JUNE 15, 1994

Project: POS

Wed Jun 15 14:58:55 1994

Lot Map Check

Lot name: PORT OF SEATTLE PROPERTY

Line Length: 0.15	Course: N 76-42-30 E
Line Length: 684.50	Course: N 00-00-30 E
Line Length: 402.81	Course: N 65-34-26 E
Line Length: 78.16	Course: S 00-20-02 E
Line Length: 100.00	Course: S 89-02-32 E
Line Length: 104.54	Course: N 89-44-27 E
Line Length: 51.02	Course: N 84-03-24 E
Line Length: 55.78	Course: S 51-17-00 E
Line Length: 17.64	Course: N 65-01-55 E
Line Length: 13.19	Course: S 81-00-46 E
Line Length: 29.85	Course: N 65-22-56 E
Line Length: 84.10	Course: N 84-57-29 E
Line Length: 4.70	Course: N 05-53-41 E
Line Length: 9.42	Course: N 75-51-17 E
Line Length: 7.28	Course: S 32-07-29 E
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Line Length: 30.10	Course: S 72-55-08 E
Line Length: 17.73	Course: N 61-46-17 E
Line Length: 32.23	Course: S 73-45-10 E
Line Length: 36.63	Course: S 58-21-47 E
Line Length: 20.80	Course: N 88-02-38 E
Line Length: 16.23	Course: N 00-59-44 E
Line Length: 139.19	Course: N 89-43-05 E
Line Length: 1.97	Course: S 00-16-55 E
Line Length: 42.13	Course: S 48-28-36 E
Line Length: 37.12	Course: N 87-51-52 E
Line Length: 23.49	Course: N 77-45-06 E
Line Length: 48.17	Course: S 74-09-29 E
Line Length: 20.85	Course: S 16-47-35 E
Line Length: 78.84	Course: S 62-46-58 E
Line Length: 51.62	Course: S 08-56-15 E
Line Length: 48.67	Course: S 06-58-45 E
Line Length: 45.81	Course: S 06-28-41 E
Line Length: 44.49	Course: S 05-48-20 E
Line Length: 43.54	Course: S 06-18-08 E
Line Length: 51.25	Course: S 07-25-43 E
Line Length: 13.27	Course: S 32-31-52 W
Line Length: 11.65	Course: S 22-37-14 E
Line Length: 8.00	Course: S 67-22-46 W
Line Length: 11.87	Course: S 25-02-53 E
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Line Length: 20.17	Course: S 89-47-13 E
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Line Length: 25.53	Course: S 00-41-28 E
Line Length: 596.54	Course: S 70-27-34 W
Line Length: 822.73	Course: N 89-52-47 W
Line Length: 0.00	Course: N 13-17-30 W

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.0116

Course: S 84-13-10 W

Error North: 0.00116
Precision 1: 358,680.24

East: 0.01150

Perimeter: 4145.36 Area: 977,043 sq.ft. 22.43 acres

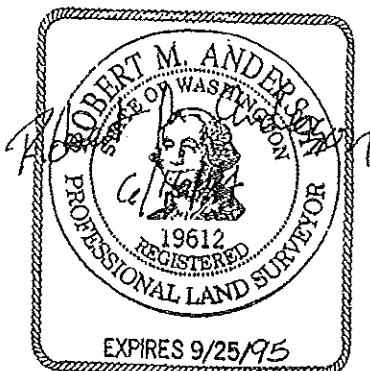
LEGAL DESCRIPTION FOR
STATE PROPERTY

THE FOLLOWING DESCRIBED PARCEL IS SITUATED IN THE STATE OF WASHINGTON, COUNTY OF KING, CITY OF SEATTLE.

A PORTION OF LAND WITHIN THE SEATTLE HARBOR AREA IN FRONT OF BLOCK 431, SEATTLE TIDELANDS, AND MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT POINT ON THE SOUTH LINE OF LOT 40, SAID BLOCK 431, SAID POINT ALSO BEING ON THE EASTERLY LINE OF THE WEST 27.42 FEET OF SAID LOT 40; THENCE NORTH 00°00'30" EAST ALONG SAID EASTERLY LINE 684.50 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 40, BLOCK 431 AND THE INNER HARBOR LINE; SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°00'30" EAST 227.78 FEET TO A POINT ON MEAN HIGH TIDE AS SURVEYED ON FEBRUARY 28, 1994; THENCE ALONG THE MEAN HIGH TIDE LINE SOUTH 30°02'16" EAST 30.95 FEET; THENCE SOUTH 47°57'38" EAST 24.22 FEET; THENCE SOUTH 66°14'14" EAST 16.10 FEET; THENCE SOUTH 86°34'29" EAST 26.23 FEET; THENCE NORTH 20°56'57" EAST 14.04 FEET; THENCE SOUTH 88°16'16" EAST 29.10 FEET; THENCE NORTH 79°22'17" EAST 16.15 FEET; THENCE NORTH 78°07'06" EAST 39.00 FEET; THENCE NORTH 88°46'51" EAST 23.59 FEET; THENCE SOUTH 60°50'21" EAST 42.16 FEET; THENCE NORTH 26°55'29" EAST 9.33 FEET; THENCE NORTH 73°31'05" EAST 13.83 FEET; THENCE NORTH 39°57'09" EAST 26.99 FEET; THENCE NORTH 31°03'06" WEST 7.95 FEET; THENCE NORTH 03°23'21" WEST 6.39 FEET; THENCE SOUTH 56°07'07" WEST 12.46 FEET; THENCE NORTH 02°38'43" EAST 26.74 FEET; THENCE NORTH 00°06'33" WEST 0.87 FEET; THENCE NORTH 89°53'27" EAST 122.09 FEET; THENCE SOUTH 00°20'02" EAST 80.34 TO THE NORTH LINE OF BLOCK 431; THENCE LEAVING THE LINE OF MEAN HIGH TIDE SOUTH 65°34'26" EAST ALONG SAID NORTH LINE OF BLOCK 431 A DISTANCE OF 402.81 FEET TO THE TRUE POINT OF BEGINNING. THE DESCRIBED AREA BEING 1.06 ACRES.

THE BASIS OF BEARINGS USED IN THIS LEGAL IS THE SAME AS THAT USED ON THE OFFICIAL MAPS OF SEATTLE TIDE LANDS FILED IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS AT OLYMPIA, WASHINGTON MARCH 15, 1895, BEING A LOCAL COORDINATE SYSTEM ESTABLISHED BY M. STIXRUD, C.E.



PORT OF SEATTLE
ROBERT M. ANDERSON, P.L.S.
BRH JOB NO. 93168/SUR63B
APRIL 12, 1994
REVISED JUNE 15, 1994

Project: POS

Wed Jun 15 14:11:41 1994

Lot Map Check

Lot name: STATE PROPERTY

Line Length: 0.87	Course: S 00-06-33 E
Line Length: 26.74	Course: S 02-38-43 W
Line Length: 12.46	Course: N 56-07-07 E
Line Length: 6.39	Course: S 03-23-21 E
Line Length: 7.95	Course: S 31-03-06 E
Line Length: 26.99	Course: S 39-57-09 W
Line Length: 13.83	Course: S 73-31-05 W
Line Length: 9.33	Course: S 26-55-29 W
Line Length: 42.16	Course: N 60-50-21 W
Line Length: 23.59	Course: S 88-46-51 W
Line Length: 39.00	Course: S 78-07-06 W
Line Length: 16.15	Course: S 79-22-17 W
Line Length: 29.10	Course: N 88-16-16 W
Line Length: 14.04	Course: S 20-56-57 W
Line Length: 26.23	Course: N 86-34-29 W
Line Length: 16.10	Course: N 66-14-14 W
Line Length: 24.22	Course: N 47-57-38 W
Line Length: 30.95	Course: N 30-02-16 W
Line Length: 227.78	Course: S 00-00-30 W
Line Length: 402.81	Course: N 65-34-26 E
Line Length: 80.34	Course: N 00-20-02 W
Line Length: 122.09	Course: S 89-53-27 W

Mapcheck Closure - (Uses listed courses, radii, and deltas)

Error Closure: 0.0073 Course: N 58-44-54 W

Error North: -0.00377 East: 0.00621

Precision 1: 165,008.13

Perimeter: 1199.11 Area: 46,277 sq.ft. 1.06 acres