



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000

711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

February 25, 2019

Brian Franklin
Franklin-Redmond LLC
15015 Main Street, Suite 203
Bellevue, WA 98007

Re: No Further Action at the following Site:

- **Site Name:** Fed Ex Ground Distribution Center
- **Site Address:** 18795 Northeast 73rd Street, Redmond, Washington
- **Facility/Site No.:** 11311
- **VCP Project No.:** NW3081

Dear Brian Franklin:

The Washington State Department of Ecology (Ecology) received your request for an opinion on your independent cleanup of the Fed Ex Ground Distribution Center facility (Site). This letter provides our opinion. We are providing this opinion under the authority of the Model Toxics Control Act (MTCA), Chapter 70.105D RCW.

Issue Presented and Opinion

Is further remedial action necessary to clean up contamination at the Site?

NO. Ecology has determined that no further remedial action is necessary to clean up contamination at the Site.

This opinion is dependent on the continued performance and effectiveness of the post-cleanup controls and monitoring specified below.

This opinion is based on an analysis of whether the remedial action meets the substantive requirements of MTCA, Chapter 70.105D RCW, and its implementing regulations, Chapter 173-340 WAC (collectively "substantive requirements of MTCA"). The analysis is provided below.

Description of the Site

This opinion applies only to the Site described below. The Site is defined by the nature and extent of contamination associated with the following releases:

- Diesel, oil, carcinogenic polycyclic aromatic hydrocarbons into the soil
- Arsenic, and chromium into the groundwater.

Enclosure A includes a detailed description and diagram of the Site, as currently known to Ecology.

Please note the Cadman gravel mine facility (F/S 1591411, C/S 7430) also affects parcel(s) of real property associated with this Site. It appears that alkaline (pH >7) storm and/or process water discharged to groundwater at the mine facility is causing an exceedance of the MTCA Method A Industrial standard for arsenic in groundwater at the site. This opinion does not apply to any contamination associated with the Cadman gravel mine facility.

Basis for the Opinion

This opinion is based on the information contained in the following documents:

1. Level 1 and Level 2 Hydrogeologic Assessment Report – Proposed Fed Ex Ground Facility – 188th Avenue Northeast – Redmond, Washington by Langan and dated June 28, 2012
2. Soil Management Completion Report – FedEx Ground Development – 188th Avenue Northeast – Redmond, Washington by Treadwell and Rollo and dated July 5, 2013
3. Remedial Investigation Work Plan – FedEx Ground Distribution Center – 18795 Northeast 73rd Street – Redmond, Washington by SLR International and dated April 14, 2017
4. Additional Remedial Investigation Report - FedEx Ground Distribution Center – 18795 Northeast 73rd Street – Redmond, Washington by SLR International and dated December 2017

Those documents are kept in the Central Files of the Northwest Regional Office of Ecology (NWRO) for review by appointment only. You can make an appointment by calling the NWRO resource contact at (425) 649-7024 or sending an email to nwro_public_request@ecy.wa.gov.

This opinion is void if any of the information contained in those documents is materially false or misleading.

Analysis of the Cleanup

Ecology has concluded that **no further remedial action** is necessary to clean up contamination at the Site. That conclusion is based on the following analysis:

1. Characterization of the Site.

Ecology has determined your characterization of the Site is sufficient to establish cleanup standards and select a cleanup action. The Site is described above and in **Enclosure A**.

In March of 2007 and February of 2012, a wetland study of the site was performed. The conclusion was that the surface water features were created from non-wetland areas and that wetland regulations did not apply.

In March of 2012, thirty test pits and ten soil borings were installed at the site as part of a geotechnical investigation. The investigation concluded that the site was covered with fill, containing trace amounts of concrete, asphalt, wood, glass, plastic, and organic debris, to a depth of thirty-five feet in some locations.

In April of 2012, twelve test pits and ten soil borings were installed as part of a preliminary Phase II subsurface investigation. A soil sample from each test pit and soil boring was analyzed for gasoline, diesel, oil, benzene, ethylbenzene, toluene, xylene, volatile organic compounds, carcinogenic polycyclic aromatic hydrocarbons, and metals (arsenic, cadmium, chromium, lead, and mercury). Two soil samples from one test pit exceeded the MTCA Method A Industrial standard for oil. One soil sample from one soil boring exceeded the MTCA Method A Industrial standards for carcinogenic polycyclic aromatic hydrocarbons. There were no exceedances of the MTCA Method A Industrial standards for any of the five metals.

In May of 2012, seventeen test pits, ten soil borings, and two groundwater monitoring wells were installed at the site. Soil samples were collected from each of the test pits and soil borings and analyzed for diesel, oil, naphthalene, and polycyclic aromatic hydrocarbons. A groundwater sample from one of the two groundwater monitoring wells was analyzed for diesel, oil, volatile organic compounds, polycyclic aromatic hydrocarbons, and total and dissolved metals (arsenic, cadmium, chromium, lead, and mercury). No exceedances of MTCA Industrial standards for any analyte in soil was found. No exceedances of MTCA Industrial standards for any analyte in the one groundwater sample was found except for a slight exceedance for total chromium. The dissolved chromium concentration did not exceed the MTCA Industrial standard.

In August of 2017, two soil borings and three groundwater monitoring wells were installed at the site. Soil samples were collected from all five borings and wells and analyzed for diesel, oil, and polycyclic aromatic hydrocarbons.

No exceedances of any MTCA Method A Industrial standard for any analyte were found. Groundwater samples were collected from each of the three monitoring wells plus grab samples from perched groundwater layers encountered during the installation of monitoring wells MW-5 and MW-6. The five groundwater samples were analyzed for diesel, oil, and dissolved metals (arsenic, barium, cadmium, chromium, chromium⁺⁶, lead, mercury, selenium, and silver). Except for arsenic, no exceedances of MTCA Method A standards for any analyte were found.

2. Establishment of cleanup standards.

Ecology has determined the cleanup levels (MTCA Method A Industrial and Method B) and points of compliance you established for the Site meet the substantive requirements of MTCA.

Soil

Gasoline – 100 mg/kg
Diesel – 2,000 mg/kg
Oil – 2,000 mg/kg
Acenaphthene – 4800 mg/kg
Anthracene – 24000 mg/kg
Fluoranthene – 3200 mg/kg
Naphthalene – 5 mg/kg
Pyrene – 2400 mg/kg
Benzo(a) – pyrene – 2 mg/kg
Benzo(a) – anthracene – 1.37 mg/kg
Benzo(b) – fluoranthene – 1.37 mg/kg
Benzo(j,k) – fluoranthene – 13.7 mg/kg
Chrysene – 137 mg/kg
Dibenzo(a,h) – anthracene – 0.137 mg/kg
Indeno(1,2,3-cd) – pyrene – 1.37 mg/kg
Arsenic – 20 mg/kg
Cadmium – 2 mg/kg
Chromium – 2000 mg/kg
Lead – 1000 mg/kg
Mercury – 2 mg/kg

Groundwater

Gasoline – 1000 µg/l

Diesel – 500 µg/l

Oil – 500 µg/l

1 – methyl-naphthalene – 1.5 µg/l

2 – methyl-naphthalene – 32 µg/l

Naphthalene – 160 µg/l

Benzo(a) – pyrene – 0.1 µg/l

Benzo(a) – anthracene – 0.12 µg/l

Benzo(b) – fluoranthene – 0.12 µg/l

Benzo(j,k) – fluoranthene – 1.2 µg/l

Chrysene – 12 µg/l

Dibenzo(a,h) – anthracene – 0.012 µg/l

Indeno(1,2,3-cd) – pyrene – 0.12 µg/l

Points of Compliance

A standard horizontal point of compliance, the property boundary, was used for soil contamination.

A standard vertical point of compliance, fifteen feet for soils, was established in the soils throughout the site from the ground surface to fifteen feet below the ground surface. Fifteen feet is protective for direct contact with the contaminated soil.

3. Selection of cleanup action.

Ecology has determined the cleanup action you selected for the Site meets the substantive requirements of MTCA.

The method selected for soil - excavation of the contaminated soil and transporting the soil off-site to a permitted facility – meets the minimum requirements for cleanup actions by providing a permanent solution, immediate restoration time frame, provides for confirmation monitoring, and protects human health and the environment. An environmental covenant is necessary to ensure that site use remains industrial and to protect human health and the environment from dissolved arsenic in the groundwater.

4. **Cleanup.**

Ecology has determined the cleanup you performed meets the cleanup standards established for the Site. This determination is dependent on the continued performance and effectiveness of the post-cleanup controls and monitoring specified below.

In July of 2013, nine areas of soil containing oil or carcinogenic polycyclic aromatic hydrocarbons at concentrations above the MTCA Method A Industrial standards and/or meeting Category 4 petroleum-contaminated soil criteria were excavated to depths up to six feet. The contaminated soil (357 tons) was taken off-site to a permitted facility. Soils meeting Category 2 or 3 criteria (21,000 cubic yards) were re-used on-site. Thirty-nine confirmational soil samples were collected from the nine excavations and analyzed for diesel, oil, and carcinogenic polycyclic aromatic hydrocarbons. No exceedances of any analyte in any sample was found with the exception of dibenzo(a,h)-anthracene in one sample.

Post-Cleanup Controls and Monitoring

Post-cleanup controls and monitoring are remedial actions performed after the cleanup to maintain compliance with cleanup standards. This opinion is dependent on the continued performance and effectiveness of the following:

1. **Compliance with institutional controls.**

Institutional controls prohibit or limit activities that may interfere with the integrity of engineered controls or result in exposure to hazardous substances. The following institutional control is necessary at the Site:

- Restriction on land use and groundwater use

To implement that control, an Environmental Covenant has been recorded on the following parcel of real property in King County:

- 0725069129

Ecology approved the recorded Covenant. A copy of the Covenant is included in **Enclosure B.**

The facility is located in a Critical Aquifer Recharge Area Wellhead Protection Zone. The City of Redmond prohibits the drilling of drinking water wells in the Wellhead Protection Zone.

Periodic Review of Post-Cleanup Conditions

Ecology will conduct periodic reviews of post-cleanup conditions at the Site to ensure that they remain protective of human health and the environment. If Ecology determines, based on a periodic review, that further remedial action is necessary at the Site, then Ecology will withdraw this opinion.

Listing of the Site

Based on this opinion, Ecology will remove the Site from our Confirmed and Suspected Contaminated Sites List.

Limitations of the Opinion

1. Opinion does not settle liability with the state.

Liable persons are strictly liable, jointly and severally, for all remedial action costs and for all natural resource damages resulting from the release or releases of hazardous substances at the Site. This opinion **does not**:

- Resolve or alter a person's liability to the state.
- Protect liable persons from contribution claims by third parties.

To settle liability with the state and obtain protection from contribution claims, a person must enter into a consent decree with Ecology under RCW 70.105D.040(4).

2. Opinion does not constitute a determination of substantial equivalence.

To recover remedial action costs from other liable persons under MTCA, one must demonstrate that the action is the substantial equivalent of an Ecology-conducted or Ecology-supervised action. This opinion does not determine whether the action you performed is substantially equivalent. Courts make that determination. *See* RCW 70.105D.080 and WAC 173-340-545.

3. State is immune from liability.

The state, Ecology, and its officers and employees are immune from all liability, and no cause of action of any nature may arise from any act or omission in providing this opinion. *See* RCW 70.105D.030(1)(i).

Termination of Agreement

Thank you for cleaning up the Site under the Voluntary Cleanup Program (VCP). This opinion terminates the VCP Agreement governing this project (NW3081).

For more information about the VCP and the cleanup process, please visit our web site: www.ecy.wa.gov/programs/tcp/vcp/vcpmain.htm. If you have any questions about this opinion or the termination of the Agreement, please contact me by phone at (360) 407-7223 or e-mail at christopher.maurer@ecy.wa.gov.

Sincerely,



Christopher Maurer, P.E.
HQ - Toxics Cleanup Program

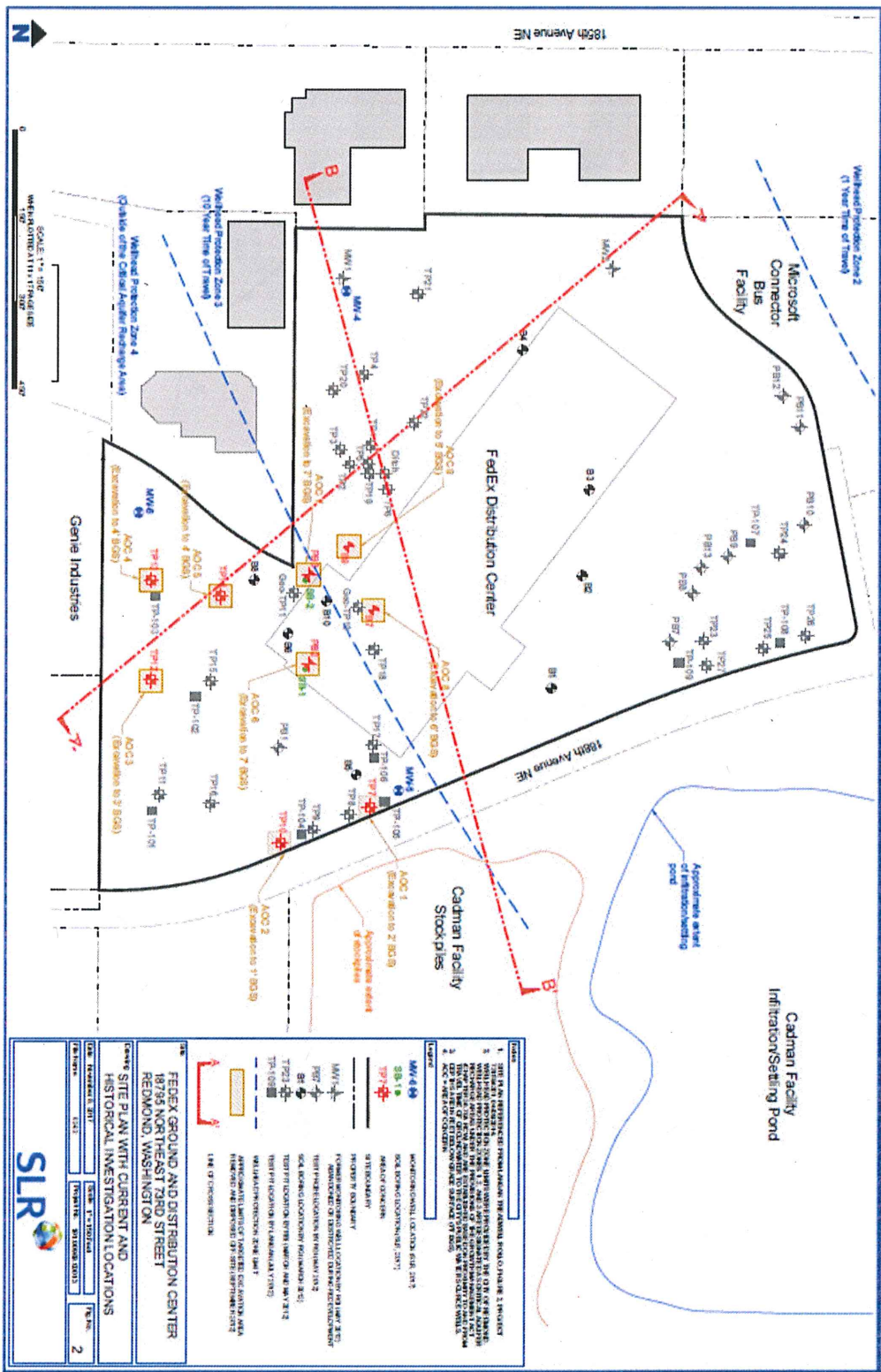
Enclosures (2): A – Description and Diagrams of the Site
 B – Environmental Covenant for Institutional Controls

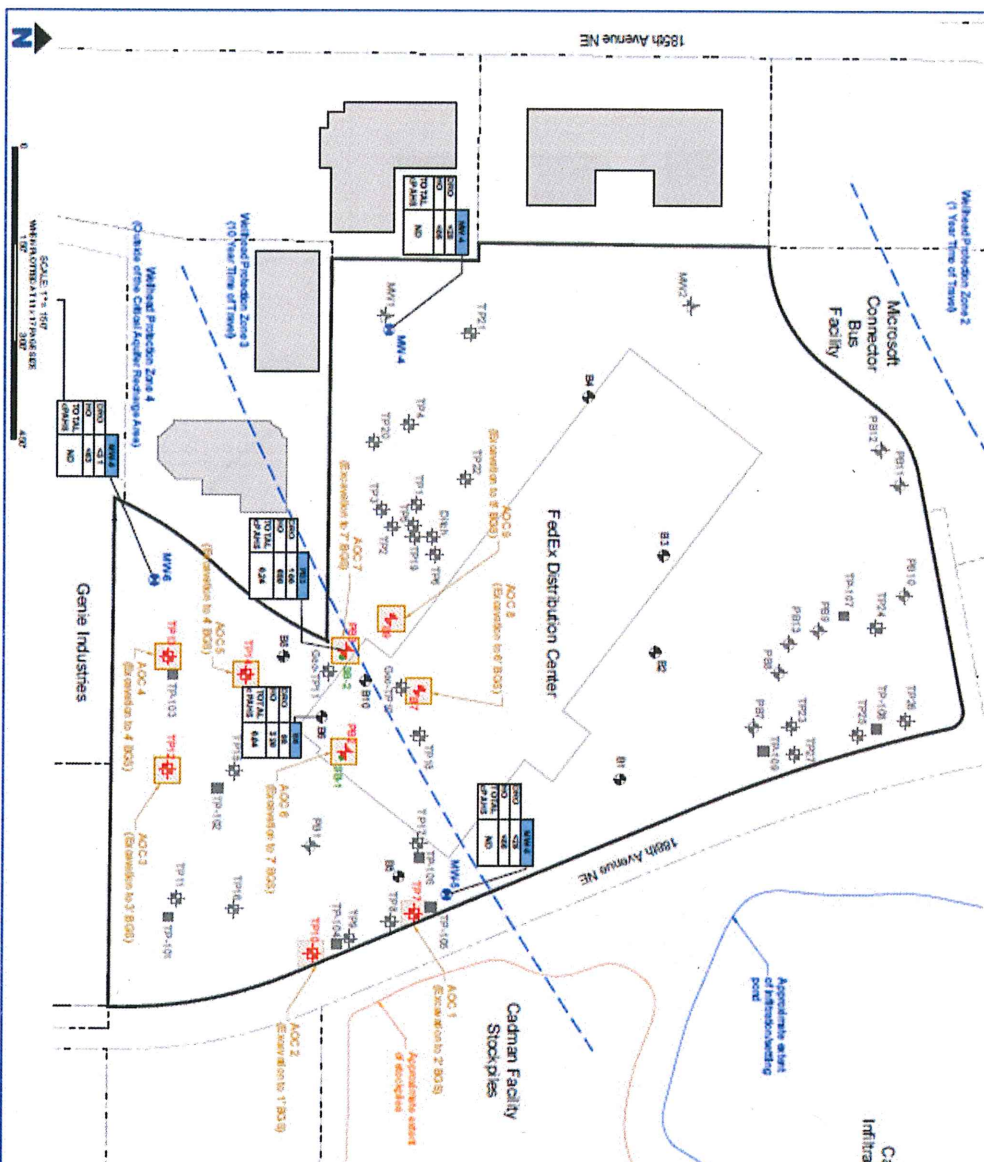
cc: Greg Lish, SLR International
 Beth McKee, Ecology

Enclosure A

Description and Diagrams of the Site

LOT 6 REDMOND SP #L080452 REC #20120906900004 LESS POR FOR RD PER
DEED REC #20131023000981 SD BLA BEING LOT 2 REDMOND BLA #L070381 REC
#20080311900009 SD BLA BEING POR LOT A CADMAN GRAVEL COMPANY BSP
AS AMENDED IN VOL 150 PGS 7-9 TGW POR S 1/2 OF SW 1/4 OF SE 1/4 STR 06-
25-06 & POR OF N 1/2 OF NW 1/4 OF SE 1/4 & POR OF NE 1/4 OF NE 1/4 OF SW
1/4 & POR OF E 1/2 OF E 1/2 OF NW 1/4 & POR OF W 1/2 OF NE 1/4 STR 07-25-06





**Cadman Facility
Infiltration/Settling Pond**

[illegible]

MM-660
SB-1-0
77-10

MEMORANDUM FOR THE RECORD
 SUBJECT: MEMORANDUM FOR THE RECORD
 DATE: 10/10/10
 BY: [Redacted]
 FOR: [Redacted]
 FROM: [Redacted]

MEMORANDUM FOR THE RECORD
 SUBJECT: MEMORANDUM FOR THE RECORD
 DATE: 10/10/10
 BY: [Redacted]
 FOR: [Redacted]
 FROM: [Redacted]

MEMORANDUM FOR THE RECORD
 SUBJECT: MEMORANDUM FOR THE RECORD
 DATE: 10/10/10
 BY: [Redacted]
 FOR: [Redacted]
 FROM: [Redacted]

[illegible]

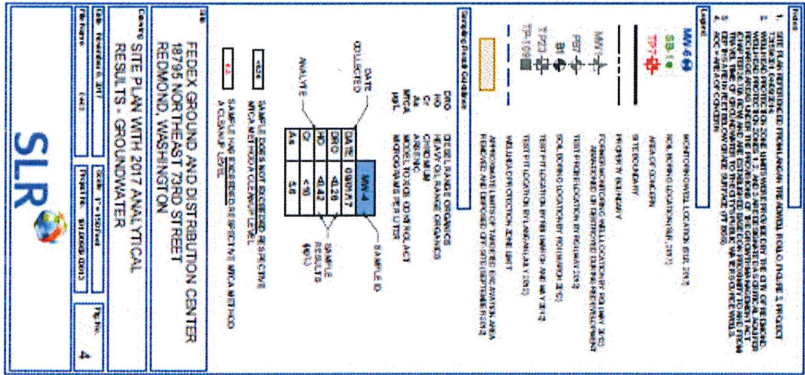
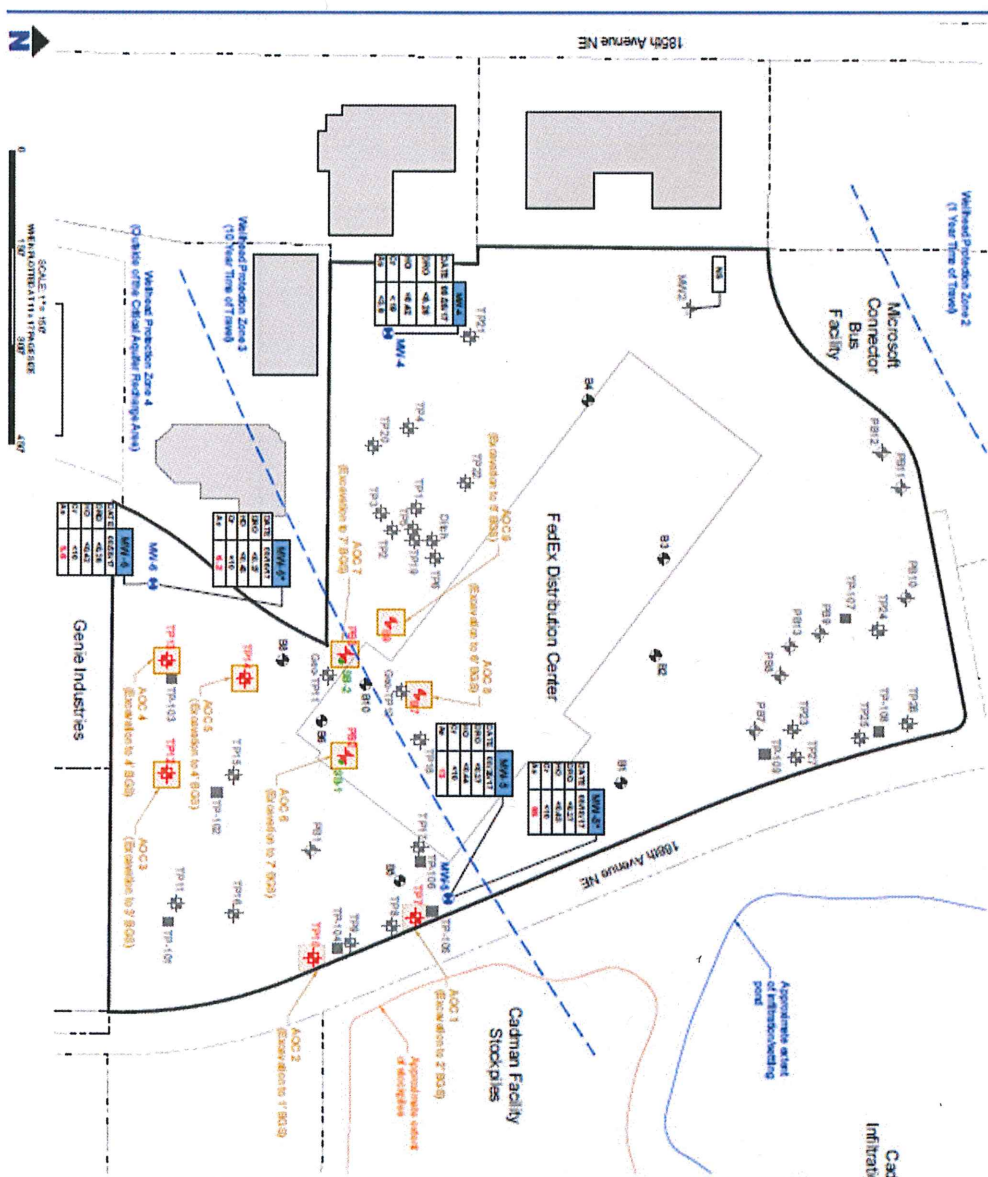
SAFETY DATA SHEET
NOT FOR CIRCULATION OUTSIDE THE
FACILITY

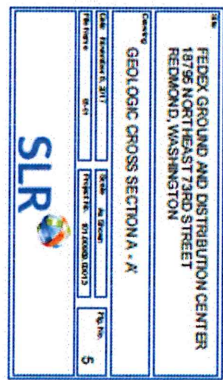
FEDER GROUND AND DISTRIBUTION CENTER
18795 NORTHEAST 73RD STREET
REDMOND, WASHINGTON

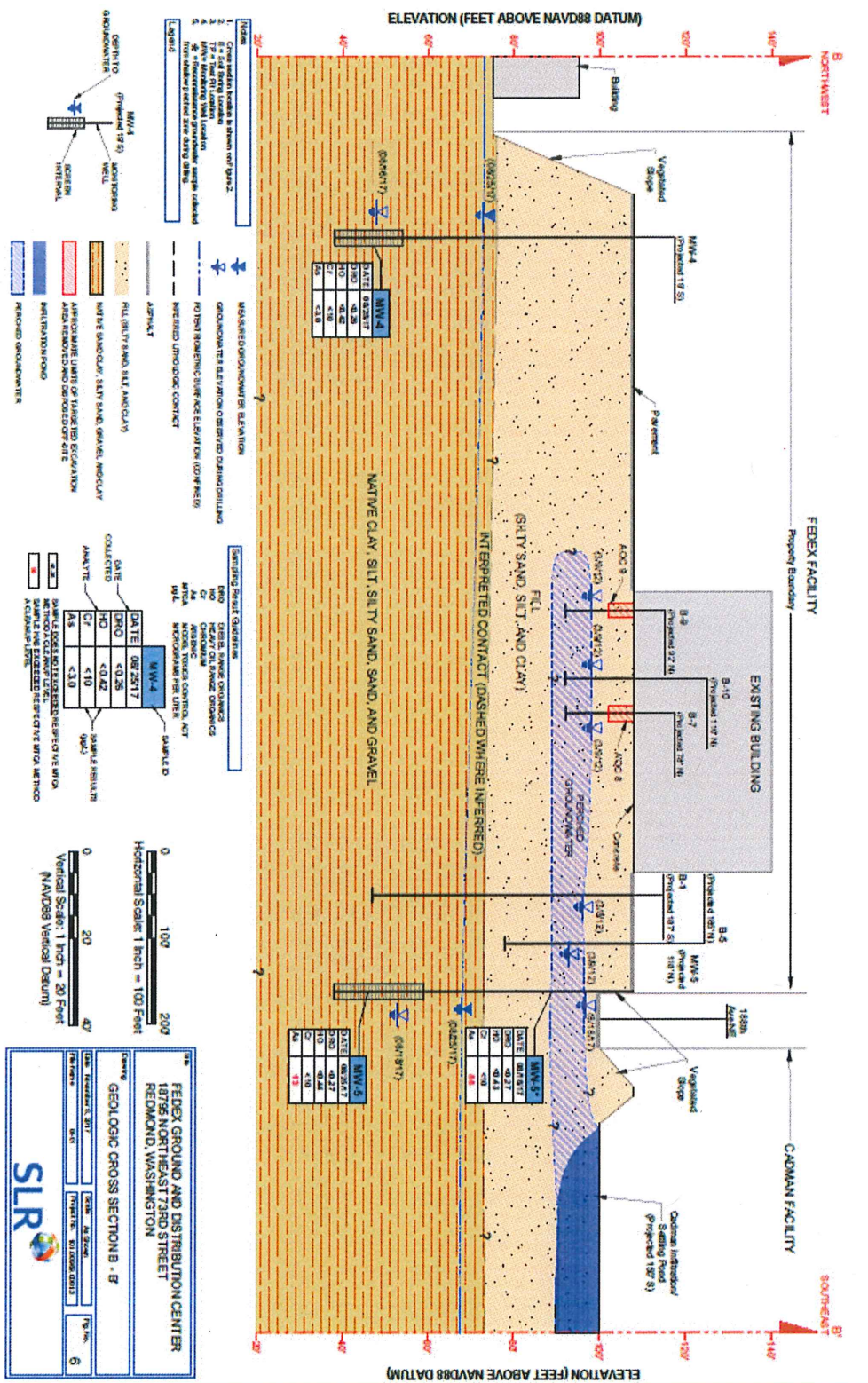
RESULTS - SOIL

Case: Education E 2017	Case: 17-1524 Fed	By: [redacted]
Pro: [redacted]	Pro: [redacted]	
Con: [redacted]	Con: [redacted]	









Enclosure B

Environmental Covenant for Institutional Controls

WHEN RECORDED RETURN TO:

Mr. Christopher Maurer
Toxics Cleanup Program
Department of Ecology
P.O. Box 47600
Olympia, WA 98504 – 7600



20190213000112

COVENANT Rec: \$109.00
2/13/2019 10:03 AM
KING COUNTY, WA

DOCUMENT TITLE(S)

Environmental Covenant

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR(S):

Franklin-Redmond, LLC

GRANTEE(S):

State of Washington, Department of Ecology

ABBREVIATED LEGAL DESCRIPTION:

LOT 6 REDMOND SP #L080452 REC #20120906900004 LESS POR FOR RD PER DEED REC
#20131023000981 SD BLA BEING LOT 2 REDMOND BLA #L070381 REC #20080311900009 SD
BLA BEING POR LOT A CADMAN GRAVEL COMPANY BSP AS AMENDED IN VOL 150 PGS 7-
9 TGW POR S 1/2 OF SW 1/4 OF SE 1/4 STR 06-25-06 & POR OF N 1/2 OF NW 1/4 OF SE 1/4 &
POR OF NE 1/4 OF NE 1/4 OF SW 1/4 & POR OF E 1/2 OF E 1/2 OF NW 1/4 & POR OF W 1/2 OF
NE 1/4 STR 07-25-06

PROPERTY TAX PARCEL:

0725069129

After Recording Return
Original Signed Covenant to:
Mr. Christopher Maurer
Toxics Cleanup Program
Department of Ecology
P.O. Box 47600
Olympia, WA 98504 - 7600

Environmental Covenant

Grantor: Franklin-Redmond, LLC

Grantee: State of Washington, Department of Ecology (hereafter "Ecology")

Brief Legal Description: LOT 6 REDMOND SP #L080452 REC #20120906900004 LESS
POR FOR RD PER DEED REC #20131023000981 SD BLA BEING LOT 2 REDMOND BLA
#L070381 REC #20080311900009 SD BLA BEING POR LOT A CADMAN GRAVEL
COMPANY BSP AS AMENDED IN VOL 150 PGS 7-9 TGW POR S 1/2 OF SW 1/4 OF SE
1/4 STR 06-25-06 & POR OF N 1/2 OF NW 1/4 OF SE 1/4 & POR OF NE 1/4 OF NE 1/4 OF
SW 1/4 & POR OF E 1/2 OF E 1/2 OF NW 1/4 & POR OF W 1/2 OF NE 1/4 STR 07-25-06

Tax Parcel No.: 0725069129

RECITALS

- a. This document is an environmental (restrictive) covenant (hereafter "Covenant") executed pursuant to the Model Toxics Control Act ("MTCA"), chapter 70.105D 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 FedEx Ground Distribution Facility, Facility/Site ID: 11311. 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	Polycyclic Aromatic Hydrocarbons (PAHs)
Groundwater	Arsenic
Surface Water/Sediment	

- 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. This includes the following document: *Additional Remediation Investigation Report, FedEx Ground Distribution Center, 19795 Northeast 73rd Street, Redmond WA*, prepared by SLR International Corporation, dated December 2017.

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

COVENANT

Franklin-Redmond 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 that remedial action without prior written approval from Ecology.
- b. **Protection of Human Health and the Environment.** The Grantor shall not engage in any activity on the Property that may threaten continued protection of human health or the environment without prior written approval from Ecology. This includes, but is not limited to, any activity that results in the release of residual contamination that was contained as a part of the remedial action or that exacerbates or creates a new exposure to residual contamination remaining on the Property.
- c. **Continued Compliance Required.** Grantor shall not convey any interest in any portion of the Property without providing for the continued adequate and complete operation, maintenance and monitoring of remedial actions and continued compliance with this Covenant.
- d. **Leases.** Grantor shall restrict any lease for any portion of the Property to uses and activities consistent with this Covenant and notify all lessees of the restrictions on the use of the Property.
- e. **Preservation of Reference Monuments.** Grantor shall make a good faith effort to preserve any reference monuments and boundary markers used to define the areal extent of coverage of this Covenant. Should a monument or marker be damaged or destroyed, Grantor shall have it replaced by a licensed professional surveyor within 30 days of discovery of the damage or destruction.

Section 2. Specific Prohibitions and Requirements.

In addition to the general restrictions in Section 1 of this Covenant, the following additional specific restrictions and requirements shall apply to the Property.

Industrial and Commercial Land Use. The remedial action for the Property is based on a cleanup designed for industrial or commercial properties. As such, the Property shall be used in perpetuity only for industrial or commercial uses, as those terms are defined in the rules promulgated under Chapter 70.105D RCW. Prohibited uses on the Property include but are not limited to residential uses, childcare facilities, and K-12 public or private schools.

Groundwater Use. Operations on the adjacent, up-gradient property have caused concentrations of arsenic above the Washington State Department of Ecology Model Toxics Control Act (MTCA; Chapter 173-340 WAC) Method A groundwater cleanup level [5 micrograms per liter ($\mu\text{g/L}$)], in groundwater at the Property. The groundwater beneath the Property remains contaminated with arsenic at concentrations above the MTCA Method A groundwater cleanup level 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.

Section 3. Access.

- a. The Grantor shall maintain clear access to all remedial action components necessary to construct, operate, inspect, monitor and maintain the remedial action.
- b. The Grantor freely and voluntarily grants Ecology and its authorized representatives, upon reasonable notice, the right to enter the Property at reasonable times to evaluate the effectiveness of this Covenant and associated remedial actions, and enforce compliance with this Covenant and those actions, including the right to take samples, inspect any remedial actions conducted on the Property, and to inspect related records.
- c. No right of access or use by a third party to any portion of the Property is conveyed by this instrument.

Section 4. Notice Requirements.

- a. **Conveyance of Any Interest.** The Grantor, when conveying any interest in any part of the property including but not limited to title, easement, and security or other interests that may affect the restrictions contained herein, must:
 - i. Provide written notice to Ecology of the intended conveyance at least thirty (30) days in advance of the conveyance.
 - ii. Include in the conveying document a notice in substantially the following form, as well as a complete copy of this Covenant:

**NOTICE: THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL
COVENANT GRANTED TO THE WASHINGTON STATE DEPARTMENT OF**

ECOLOGY ON [Date] AND RECORDED WITH THE KING COUNTY AUDITOR UNDER RECORDING NUMBER [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.

Mr. Brian Franklin Franklin-Redmond, LLC 15015 Main Street, Suite 203 Bellevue, Washington 98007 425-746-6066 brian@pmfinvestments.com	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
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Section 5. Modification or Termination.

- a. Grantor must provide written notice and obtain approval from Ecology at least sixty (60) days in advance of any proposed activity or use of the Property in a manner that is inconsistent with this Covenant. For any proposal that is inconsistent with this Covenant and permanently modifies an activity or use restriction at the site:
 - i. Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal; and
 - ii. If Ecology approves of the proposal, the Covenant must be amended to reflect the

change before the activity or use can proceed.

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

Section 6. Enforcement and Construction.

- a. This Covenant is being freely and voluntarily granted by the Grantor.
- b. Within ten (10) days of execution of this Covenant, Grantor shall provide Ecology with an original signed Covenant and proof of recording and a copy of the Covenant and proof of recording to others required by RCW 64.70.070.
- c. Ecology shall be entitled to enforce the terms of this Covenant by resort to specific performance or legal process. All remedies available in this Covenant shall be in addition to any and all remedies at law or in equity, including MTCA and UECA. Enforcement of the terms of this Covenant shall be at the discretion of Ecology, and any forbearance, delay or omission to exercise its rights under this Covenant in the event of a breach of any term of this Covenant is not a waiver by Ecology of that term or of any subsequent breach of that term, or any other term in this Covenant, or of any rights of Ecology under this Covenant.
- d. The Grantor shall be responsible for all costs associated with implementation of this Covenant. Furthermore, the Grantor, upon request by Ecology, shall be obligated to pay for Ecology's costs to process a request for any modification or termination of this Covenant and any approval required by this Covenant.
- e. This Covenant shall be liberally construed to meet the intent of MTCA and UECA.
- f. The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though such void provision had not been contained herein.
- g. A heading used at the beginning of any section or paragraph or exhibit of this Covenant may be used to aid in the interpretation of that section or paragraph or exhibit but does not override the specific requirements in that section or paragraph.

[GRANTOR'S SIGNATURE BLOCK FOR ORIGINAL COVENANTS]

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

EXECUTED this 18th day of January, 2019.

by: Brian Franklin, Franklin-Redmond LLC

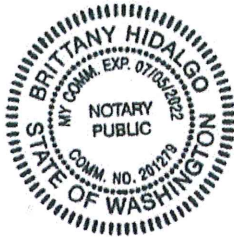
Title: Manager

CORPORATE ACKNOWLEDGMENT

STATE OF Washington

COUNTY OF King

On this 18th day of January, 2019, I certify that Brian Franklin 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.



B. Hidalgo
Notary Public in and for the State of Washington
Residing at Redmond
My appointment expires 7/5/2022

[ECOLOGY'S SIGNATURE BLOCK]

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

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Barry Rogowski

by: Barry Rogowski

Title: Section Manager

Dated: 1/31/19

STATE ACKNOWLEDGMENT

STATE OF Washington

COUNTY OF Thurston

On this 31 day of January, 2019, I certify that Barry Rogowski personally appeared before me, acknowledged that he/she is the HQ Cleanup Section Manager of the state agency that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument for said state agency.



Valerie L. Pearson

Notary Public in and for the State of Washington

Residing at

Lacey, Washington

My appointment expires

03-28-2020

Exhibit A

LEGAL DESCRIPTION

LOT 6 REDMOND SP #L080452 REC #20120906900004 LESS POR FOR RD PER DEED
REC #20131023000981 SD BLA BEING LOT 2 REDMOND BLA #L070381 REC
#20080311900009 SD BLA BEING POR LOT A CADMAN GRAVEL COMPANY BSP AS
AMENDED IN VOL 150 PGS 7-9 TGW POR S 1/2 OF SW 1/4 OF SE 1/4 STR 06-25-06 &
POR OF N 1/2 OF NW 1/4 OF SE 1/4 & POR OF NE 1/4 OF NE 1/4 OF SW 1/4 & POR OF E
1/2 OF E 1/2 OF NW 1/4 & POR OF W 1/2 OF NE 1/4 STR 07-25-06

Exhibit B

PROPERTY MAP

