

COVENANT Rec: \$114.00 4/8/2019 9:05 AM KING COUNTY, WA

After Recording Return
Original Signed Covenant to:
Ed Jones
Hazardous Waste and Toxics Reduction Program
Department of Ecology, NWRO
3190 160th Ave. SE
Bellevue, WA 98008

Environmental Covenant

Grantor: Union Pacific Railroad Company

Grantee: State of Washington, Department of Ecology

Brief Legal Description: NW 14, SE 1/4 & SW 14, NE 1/4 Section 20, Township 24 N, Range 4 E,

W.M.

Tax Parcel Nos.: Portions of 5084400085, 5084400086, 1722800214, 3868400016, and

3868400050

RECITALS

- a. This document is an environmental (restrictive) covenant (hereafter "Covenant") executed pursuant to the Model Toxics Control Act (MTCA), RCW 70.105D and Uniform Environmental Covenants Act (UECA), RCW 64.70.
- b. The Property that is the subject of this Covenant is part of a site commonly known as the PSC-Georgetown site, WAD 00081 2909. The Property is legally described in the Property survey attached as Exhibit A, and is 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 under MTCA. This Covenant is required because residual contamination remains in soil above applicable cleanup levels on the Property after completion of remedial actions. Groundwater contamination exceeding certain cleanup levels may also remain on the Property after completion of remedial actions.

Specifically, the following principal contaminants remain on the Property:

Medium	Principal Contaminants Present
Soil	poly-chlorinated biphenyls (PCBs), volatile organic compounds
	(such as chlorinated ethenes and ethanes, and petroleum-related
	compounds), semi-volatile organic compounds (such as
	naphthalene and other PAHs), and inorganics (such as cyanide
	and cadmium)

Groundwater	poly-chlorinated biphenyls (PCBs), volatile organic compounds
	(such as chlorinated ethenes, and petroleum-related compounds),
	semi-volatile organic compounds (such as methyl naphthalene
	and pentachlorophenol), and inorganics (such as cyanide and
}	arsenic)

- 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 maintain the integrity of remedial actions conducted at the site. Records describing the extent of residual contamination and remedial actions conducted include the Revised Long-Term Groundwater Monitoring Plan (Appendix D of the September 2011 Revised Engineering Design Report), and the Final Argo Yard Area Cleanup Implementation Report, dated July 2013. These and other pertinent documents are on file and available through the Washington State Department of Ecology.
- e. This Covenant grants the Washington State Department of Ecology, as holder of this Covenant, certain rights specified in this Covenant. The right of the Washington State Department of Ecology as a holder is not an ownership interest under the UECA, MTCA, RCW 70.105D, or the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. chapter 103.

COVENANT

Union Pacific Railroad Company, as Grantor and owner of the Property hereby grants to the Washington State Department of Ecology, and its successors and assigns, (hereafter "Ecology") the following covenants. Furthermore, it is the intent of the Grantor that such covenants shall run with the land and be binding on all current and future owners of any portion of, or interest in, the Property unless and until removed in accordance with Section 5, infra.

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 except in the event of an emergency. Specifically, but only to the extent that they may impact or interfere with the remedial action, such activities include: (i) compromising the integrity of Ecology-approved monitoring wells; (ii) altering subsurface components of the cleanup action's stormwater management system; and (iii) removing, or degrading the effectiveness of, surface cover in areas subject to the cleanup action.
- b. Protection of Human Health and the Environment. The Grantor shall not engage in any activity on the Property that may interfere with continued protection of human health or the environment without prior written approval from Ecology (e.g., construction of enclosed structures without first evaluating vapor intrusion risk). 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. Approval Procedure for Proposed Activity. Grantor must notify and obtain approval from Ecology at least sixty (60) days in advance of any proposed activity or use of the Property in a manner inconsistent with this Covenant.

Section 2. Specific Prohibitions and Requirements

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

a. Industrial Land Use: The remedial action for the Property is based on a cleanup designed for industrial property. Unless terminated in accordance with Section 5.a of this Covenant, the Property described in Exhibit A shall be used for industrial uses only, as "industrial" is defined in the rules promulgated under RCW 70.105D and which includes railroad uses as of the date of this Covenant. Prohibited, non-industrial uses on the Property include but are not limited to residential uses, childcare facilities, K-12 public or private schools, parks, grazing of animals, growing of food crops, and non-industrial commercial uses. Furthermore, residual contamination on the Property includes poly-chlorinated biphenyls, or PCBs. In these areas of contamination, the land has been used for PCB remediation waste disposal and is restricted to use as a low occupancy area as defined in 40 C.F.R. § 761.3.

The cover or cap described in subsection "b," infra, serves to protect workers at ground surface. Unless otherwise allowed under "b," infra, in these capped or covered areas the cover or cap and the soils below shall not be excavated or otherwise removed without prior written approval by Ecology. For workers carrying out activities below ground surface in portions of the OSRA-1A, OSRA-1B, OSRA-1C, and OSRA-1D cleanup areas as described in the Final Argo Yard Area Cleanup Implementation Report dated July 2013, applicable personal protective equipment is required when engaged in these activities. In addition, workers performing activities at depths as deep as the water table require equipment protecting them from directly contacting groundwater contamination. The Grantor shall maintain a Health and Safety Plan for the Property that describes these requirements, and specifies how the Grantor will ensure compliance with the Plan.

b. Containment of Soll/Waste Materials: Exhibit B depicts OSRA-1A, OSRA-1B, OSRA-1C, and OSRA-1D, which are all covered with an asphalt cap, the design of which was reviewed and approved by Ecology. The existing cap is a component of the remedial action for the Property and must be maintained to contain residual soil contamination, and protect workers at ground surface from potentially contacting contaminated soils below ground surface and/or inhaling contaminated airborne particulates. In some locations it prevents surface runoff from contacting contaminated soil, minimizes infiltration, and thereby reduces the potential for soil contaminants to leach and migrate to underlying groundwater.

As shown in Exhibit B, and documented in the Final Argo Yard Area Cleanup Implementation Report, contaminated soils were excavated from areas OSRA-1A, OSRA-1B, and OSRA-1C as part of the PSC-Georgetown site cleanup action. Clean soils replaced the soils that were removed.

Within the Property described in Exhibit A, any grading, installation of underground utilities, digging, or other excavation activity that removes the surface cover or capping or degrades its function, is generally prohibited without prior written approval by Ecology. The Grantor shall report to Ecology within forty-eight (48) hours of the discovery of any damage to the cap that could compromise its integrity or function and comply with other reporting and response procedures set forth in the Ecology-approved Operation and Maintenance Plan (Appendix I to the September 2011 Revised Engineering Design Report). Unless an alternative proposal has been approved by Ecology in writing, the Grantor shall promptly ensure that restoration of the capping to the cleanup action's remediation specifications has been effected and a report submitted, documenting this work to Ecology within thirty (30) days of completing the repairs.

The Grantor covenants and agrees that it shall annually, or at another time as approved in writing by Ecology, inspect the cover or cap. The purpose of the inspection is to determine if any changes have occurred that may impair the cover or cap's performance. Thirty (30) days following the inspection, the Grantor shall submit a report of the inspection's findings to Ecology.

- c. Stormwater Facilities: To minimize the potential for mobilization of contaminants remaining in soils and groundwater on the Property, no new stormwater infiltration facilities or ponds shall be constructed within contaminated portions of the Property depicted in Exhibit B without prior written approval by Ecology. Any digging, or other excavation activity that could compromise the integrity or the function of the existing stormwater management system, is generally prohibited without prior written approval by Ecology. The Grantor shall maintain all existing stormwater catch basins located within this area, and report to Ecology within forty-eight (48) hours the discovery of any damage to the stormwater system.
- d. Vapor Controls: The residual contamination on the Property includes volatile chemicals that may generate harmful vapors. As such, the following restrictions shall apply within enclosed structures on the Property described in Exhibit B to minimize the potential for exposure to these vapors:
 - (i) In the event the Grantor constructs any new enclosed structures within this area (including enclosure of existing open structures) after the recordation of this Covenant, the Grantor shall select and perform one of the following two actions:
 - (1) Install a sub-slab barrier preventing vapor intrusion into the newly constructed enclosed structures. Any such barrier—whether physical or relying on depressurization of the sub-slab zone—shall be sufficient to prevent vapor intrusion into the enclosed structures that may pose a potentially unacceptable health risk. Before construction of any new enclosed structure on the Property, the Grantor shall submit to Ecology for review and approval the specifications for the vapor intrusion barrier included in the proposed construction design. Or,
 - (2) Perform an assessment in accordance with any applicable Ecology regulations and guidance to evaluate the potential risk of vapor intrusion of contaminants of concern into the new structure. The Grantor shall submit a report of this assessment to Ecology. If Ecology determines that vapor intrusion poses a potentially unacceptable health risk, mitigation will be performed in accordance with any applicable Ecology regulations and guidance. In this event, a Mitigation Plan shall be submitted to Ecology for

concurrence. The Plan shall describe the mitigation system and include requirements for operating, inspecting, maintaining, and monitoring the performance of the system.

- (ii) As described in the specific restrictions and requirements included under subsection "a" of this section, the Grantor shall maintain a Health and Safety Plan for the Property that describes the respiratory protection requirements on the Property and ensure compliance with the Plan.
- e. Groundwater Use: The groundwater beneath the Property described in Exhibit A will remain contaminated until applicable cleanup levels have been attained. This groundwater shall not be extracted for any purpose other than investigation, monitoring, or remediation. Drilling of a well for any water supply purpose is strictly prohibited. Groundwater extracted within this area for any purpose shall be considered potentially contaminated and any discharge of this water shall be done in accordance with applicable state and federal law.
- Monitoring: Several groundwater monitoring wells are located on the Property to monitor the performance of the remedial action. The Grantor shall maintain reasonable access to these devices and protect them from damage. The Grantor shall report to Ecology within forty-eight (48) hours of the discovery of any damage to any monitoring device. Unless Ecology approves of an alternative plan in writing, the Grantor shall promptly ensure that the damage has been repaired and a report submitted, documenting this work to Ecology within thirty (30) days of completing the repairs.
- g. Railroad Yard Use: For the purposes of this Section 2, removal and replacement of rails, ties, and ballast associated with routine rail and railroad tie maintenance shall not be considered subject to the restrictions and requirements under this Section. In general, except as restricted by Section 1, and by Section 2, "a" through "f" above, railroad operations, construction, or maintenance activities may occur without Ecology notification so long as appropriate health and safety procedures are implemented and all media are managed in compliance with applicable Ecology regulations.

Section 3. Access

- a. The Grantor shall maintain reasonable access to all remedial action components necessary to construct, operate, inspect, monitor and maintain the remedial action. This shall include access for evaluating (testing) and ensuring long-term remedy performance, and remedy closure.
- 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, 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. For these purposes:
 - (i) Before entering the Property, all Ecology representatives who will be performing work on the Property (or visiting the work site and rail yard) are required to complete the two online safety training courses described below to raise awareness of potential health and safety issues at an active railroad facility. All Ecology representatives must be able to provide proof of completion of these two courses before entering the Property. The "Union Pacific Railroad Company Contractor

- Orientation Training" can be completed at www.contractororientation.com. The "On-Track Safety Training" can be completed at www.railroadeducation.com.
- (ii) Grantor has a Controlled Access Policy, a security program intended to provide a safe workplace and maintain the integrity and security of railroad facilities. Except in emergencies, Ecology agrees to notify the Grantor at least ten (10) days in advance of Ecology commencing its work. In addition, except in emergencies, Ecology will notify the Grantor at least twenty-four (24) hours in advance of any site visit in which any Ecology representative or Ecology equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. Upon receipt of such notice, the Grantor will determine and inform Ecology whether a flagman or Union Pacific Railroad Company official needs to be present and whether Ecology needs to implement any special protective or safety measures.
- (iii) Before commencing work, Ecology shall participate in a job briefing conducted by the Grantor, unless an emergency prevents such participation. The briefing will specify the type of Union Pacific Railroad Company On-Track Safety for the type of work being performed and provide any special instructions relating to the work zone around machines and minimum distances. During the job briefing, Ecology will note the limits of track authority, which tracks may or may not be fouled, and clearing the track.

The following safety rules shall be followed by Ecology's authorized representatives at the site:

- (1) Ecology representatives shall maintain a distance of at least twenty-five (25) feet to any track unless the determination discussed in the paragraph above has identified the conditions under which a closer distance is allowed, or Ecology has entered the site in response to an emergency.
- (2) Ecology shall take reasonable measures to keep its job site free from safety and health hazards and ensure that its on-site representatives are competent and adequately trained in all safety and health aspects of the job. Ecology shall promptly notify the Grantor of any U.S. Occupational Safety and Health Administration reportable injuries that occur to any Ecology representative during the work performed on the job site.
- (3) No Ecology representative accessing the site shall at that time use, be under the influence of, or have in their possession any beverage, legally obtained marijuana, or illegally obtained drug, narcotic or other substance that may inhibit the safe performance of work.
- (4) Ecology representatives shall be suitably dressed to perform their duties safely and in a manner that will not unduly interfere with their vision,

¹ The limits of track authority relate to who at the railyard has authority over the tracks (e.g., maintenance of way, engineering, transportation) and how far (in distance) such authority extends. Track fouling typically means any access within twenty (20) feet of the tracks, including people and equipment. Clearing the tracks would occur if the authority changed and everyone present needed to leave the accessed area to accommodate train passage.

hearing, or free use of their hands or feet. Ecology representatives shall wear the following appropriate personal protective equipment as specified by Union Pacific Railroad Company:

- (a) An orange, reflectorized vest, or similar orange, reflectorized workwear approved by the Grantor;
- (b) Only waist-length shirts with sleeves and trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching;
- (c) Sturdy and protective footwear;
- (d) Protective head gear that meets American National Standard-Z89.1latest revision. It is suggested that all hardhats be affixed with Ecology's logo or name;
- (e) Eye protection that meets American National Standard for occupational and educational eye and face protection, Z87.1-latest revision; and,
- (f) Hearing protection which affords enough attenuation to give protection from noise levels that will be occurring on the job site.
- (iv) In the event Grantor implements railroad safety requirements and directives that are not in effect at the time this Covenant becomes effective, and these requirements or directives may affect access provisions under this Section 3, Grantor shall notify the Grantee. Grantor and Grantee shall then discuss Grantee's compliance with such requirements, and, if needed and agreeable to both parties, amend the Covenant in accordance with Section 5.
- 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 within the Property described in Exhibit A, including but not limited to title, easement, leases, and security or other interests, must:
 - (i) Notify Ecology 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 to Ecology.
- c. Emergencies. For any emergency or significant change in site conditions due to Acts of Nature (for example, flood, 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 of the event and response actions planned or taken as soon as practical but no later than within twenty-four (24) hours of the discovery of the event.
- d. Notification Procedure. Any required written notice, approval, or 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.

Grantor contact and phone number:

Assistant Vice President, Real Estate Union Pacific Railroad Company 1400 Douglas Street Mail Stop 1690 Omaha, NE 68179

With a copy to:
Damon Larkin
Operations Superintendent
Union Pacific Railroad Company –
402 S. Dawson Street
Seattle, WA 98108

Ph: 206-764-1443 M: 206-391-0523 Ecology contact and phone number:

Ed Jones
Washington State Department of Ecology
Hazardous Waste & Toxics Reduction
Program
Northwest Regional Office
3190 160th Avenue SE

Ph: 425-649-4449

Bellevue, WA 98008

As an alternative to providing written notice and change in contact information by mail, these documents may be provided electronically in an agreed upon format at the time of submittal.

Section 5. Modification or Termination

a. 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 RCW 64.70 and RCW 70.105D and any rules promulgated under these chapters.

Section 6. Enforcement and Construction

- a. This Covenant is being freely and voluntarily granted by the Grantor.
- h. Grantor shall provide Ecology with an original signed Covenant and proof of recording within ten (10) days of execution of this Covenant.

- 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 RCW 70.105D and RCW 64.70. 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, 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.
- c. This Covenant shall be liberally construed to meet the intent of the Model Toxics Control Act, RCW 70.105D and Uniform Environmental Covenants Act, RCW 64.70.
- f. The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though such void provision had not been contained herein.
- g. A heading used at the beginning of any section or paragraph or exhibit of this Covenant may be used to aid in the interpretation of that section or paragraph or exhibit but does not override the specific requirements in that section or paragraph.

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

EXECUTED this 22 day of MARCH 2019.

UNION	PACIFIC RAILROAD COMPAN
C	him Doll
	CHRIS D. GOBLE
Title:	Assistant Vice President - Real Estate
Dated: _	3/11/19

GRANTOR CORPORATE ACKNOWLEDGMENT

STATE OF A COUNTY OF DOGLAS
On this day of
The Department of Ecology, hereby accepts the status as GRANTEE and HOLDER of the above Environmental Covenant.
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
RAMAN IYER, Section Manager Hazardous Waste & Toxics Reduction Program Northwest Regional Office
Dated: MARCH 22, 2019
STATE ACKNOWLEDGMENT
STATE OF Washington
COUNTY OF KING
On this day of ward, 2019, I certify that Prevant Tyer personally appeared before me, acknowledged that he/she is the 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.
Notary Public in and for the State of Washington Residing at Believe, who, king Chinty My appointment expires

Exhibit A

LEGAL DESCRIPTION

NW 1/4, SE 1/4 & SW 1/4, NE 1/4 SECTION 20, TOWNSHIP 24 N, RANGE 4 E, W.M. CITY OF SEATTLE, KING COUNTY, WASHINGTON

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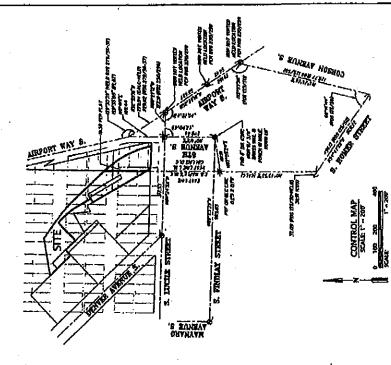
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RECORDES CENTREDOS

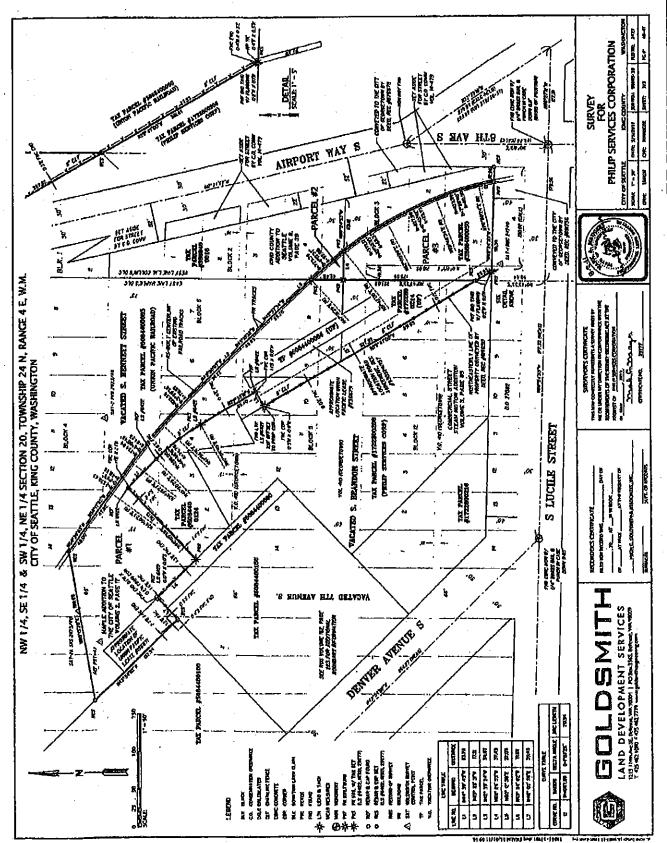


Exhibit B

PROPERTY MAP

