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KING COUNTY, WA

Return Address: Dan Dunn
Hogan Lovells US LLP
1601 Wewatta Street
Suite 900
Denver, CO 80202

AUDITOR/RECORDER'S INDEXING FORM

Document Title(s):	1. Site Access, Information Transfer, and Cooperation Agreement
Reference Number(s) of Documents assigned or released:	N/A
Grantor(s):	1. Star Forge, LLC
<input type="checkbox"/>	Additional names on page _____ of document.
Grantee(s):	1. Earle M. Jorgensen Company
<input type="checkbox"/>	Additional names on page _____ of document.
Legal Description:	Portion of the John Buckley donation Land Claim No. 42 in Section 33, Township 24 North, (abbreviated) Range 4 East, Willamette Meridian, in King County, Washington.
<input checked="" type="checkbox"/>	Additional legal is on page <u>Appendix A</u> of document.
Assessor's Property Tax Parcel/Account Number:	<u>000160-0023-09</u>

SITE ACCESS, INFORMATION TRANSFER, AND COOPERATION AGREEMENT

This Site Access, Information Transfer, and Cooperation Agreement (this “Agreement”) is effective as of January 18, 2017, and is between or among Earle M. Jorgensen Company (“EMJ”) on the one hand and Star Forge, LLC (“Star Forge”) on the other hand (EMJ and Star Forge, collectively, the “Parties” and individually a “Party”).

RECITALS

WHEREAS, Star Forge currently owns and operates approximately 21.6 acres of land and facilities located on the east bank of the Lower Duwamish Waterway (“LDW”) having a street address of 8531 East Marginal Way South, Seattle, WA 98108 and a King County tax parcel number of 000160 (the “Facility”).

WHEREAS, the Facility is part of the LDW Superfund site (the “LDW Site”) that the United States Environmental Protection Agency (“EPA”) has listed on the National Priorities List under Section 105 of the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. § 9605, and that the Washington Department of Ecology (“Ecology”) has listed on its Hazardous Sites List under Wash. Rev. Code § 70.105D.030(2)(b), making the LDW Site, including the Facility, a priority for investigation and remedial actions or cleanup.

WHEREAS, Ecology, acting pursuant to its authority under the Washington Model Toxics Control Act (“MTCA”), Wash. Rev. Code §§ 70.105D.010 *et seq.*, issued Enforcement Order No. DE 11167 (the “Ecology-JFC Enforcement Order”) to the Jorgensen Forge Corporation (“JFC”) on March 16, 2015 requiring JFC to conduct a remedial investigation (“RI”) and feasibility study (“FS”) (collectively, “RI/FS”) at the Facility. Through its contractor, PES Environmental, Inc. (“PES”), JFC submitted to Ecology a draft work plan for the RI dated July 8, 2015 (the “Draft RI Work Plan”).

WHEREAS, on May 16, 2016 and May 17, 2016, JFC and related entities filed voluntary petitions for bankruptcy under chapter 11 of title 11 of the United States Code and thereafter, as sellers, entered into an Asset Purchase Agreement pursuant to which JFC agreed to sell the Facility to Star Forge or another entity controlled by Star Forge. Star Forge may transfer the purchased assets, including the Facility to a successor entity or third party, provided that such successor or third party assumes, for the express benefit of EMJ and Ecology, Star Forge’s obligations under this Agreement.

WHEREAS, JFC, Star Forge, EMJ, the United States, the State of Washington, and other parties have entered into a Settlement Agreement, which, among other effects, obligates EMJ to perform a RI/FS pursuant to a new agreed order to be issued by Ecology under MTCA or pursuant to a new order against EMJ pursuant to Ecology’s enforcement powers (both orders, collectively, the “Ecology-EMJ Order”).

WHEREAS, following or during the RI/FS, EMJ, with Ecology's concurrence, may prepare and submit to Ecology a draft Cleanup Action Plan (the "Cleanup Action Plan") in accordance with Wash Adm. Code §§ 173-340-350 through 173-340-390. Upon issuance by Ecology, EMJ will perform the Cleanup Action Plan and any work required to implement the Cleanup Action Plan agreed to by Ecology and EMJ.

WHEREAS, EMJ, its consultants and contractors, and Ecology need access to the Facility in order to perform or oversee the activities required or to be required by (i) the Ecology-EMJ Order, (ii) the Cleanup Action Plan, or (iii) EPA under an existing consent order with EMJ for non-time critical removal actions (CERCLA Docket No. 10-2013-0032) (the "EPA-EMJ Consent Order") (the activities under the Ecology-EMJ Order, the Cleanup Action Plan, and the EPA-EMJ Consent Order, collectively, the "Work").

WHEREAS, in order to perform the Work, EMJ, its consultants and contractors also need documents and other information from Star Forge, its current or former employees, and consultants or contractors that JFC or Star Forge has engaged or will engage to provide environmental, historical, geotechnical, risk assessment and modeling services regarding the Facility or operations thereon, including without limitation PES, SoundEarth Strategies, Inc., Farallon Consulting, L.L.C. and Anchor QEA, LLC (collectively, "JFC's Consultants").

WHEREAS, the Parties desire to set forth their respective rights and responsibilities in connection with the Work;

NOW, WHEREFORE, in consideration of the foregoing, and the mutual promises set forth below, the Parties agree as follows:

1. Site Access. Star Forge shall allow EMJ, any consultant or contractor EMJ engages, and Ecology non-exclusive access to the Facility without charge for the purpose of conducting or overseeing the Work. This right of access shall be construed only as a temporary right to enter the Facility and to conduct the Work and not as a grant of an easement or any other interest in real property. The access granted under this Agreement shall extend as long as reasonable for EMJ to perform the Work to the satisfaction of Ecology or EPA.

2. Transfer of Documents and Information. Within 30 days of the effective date of this Agreement, Star Forge shall provide copies, and use reasonable commercial efforts to arrange for JFC's Consultants and Star Forge's consultants to provide copies, to EMJ or EMJ's consultant(s) without charge all requested material documents and information, whether in hard copy or electronic form, in their possession, custody or control related to the environmental condition of the Facility, the presence of utilities at the Facility, and any documents or information related to or generated during or as part of any past, current or future environmental permitting, compliance, investigation, remedial, removal, or closure actions they have taken or will take at or with respect to the Facility, including without limitation all environmental permits, environmental monitoring data (including without limitation all data collected as required under any NPDES permit), geophysical data, data bases and software programs used to manage such data, drawings, maps, figures, soil or subsurface boring logs, tables, studies, investigations, reports (including the reports identified in Section V.C. of the Ecology-JFC Enforcement Order),

draft reports, status reports, plans, work plans, draft work plans (including the Draft RI Work Plan and documents or information relied upon or cited therein), correspondence, e-mail, memoranda, calculations, risk assessments, stormwater and groundwater modeling, pump tests, water level measurements, documents reflecting the location of any subsurface structures (e.g., water line, sewer line, gas pipeline, underground tanks and septic systems), and communications with EPA and Ecology. Hard or electronic copies of such data and documents may be transferred in lieu of originals, provided that electronic documents or data are provided in their native format along with any software program to manage the documents or data, paper documents are reproduced in color if the originals are in color, and all copies are legible, organized and bound in the same manner as the originals.

3. Responsibility for Work. EMJ agrees to conduct the Work at the Facility at EMJ's expense. Further, EMJ agrees to release, defend, hold harmless, and indemnify Star Forge with respect to any liabilities or claims against Star Forge which arises out of any act or omission by EMJ in connection with the Work, except to the extent that Star Forge has contributed to the act or omission giving rise to the claim or to the harm or damages such act or omission causes. Upon completion of the Work, EMJ or its consultants or contractors will remove or properly abandon any wells, structures, facilities, equipment, tools and materials that are not incorporated as part of the interim or final remedial or cleanup action at the Facility. EMJ also will take commercially reasonable efforts to restore any portion of the Facility affected by the Work substantially to its former condition immediately before the Work was begun, except to the extent such restoration would interfere with or jeopardize the effectiveness or protectiveness of the Work, including any interim or final remedial or cleanup action at the Facility. EMJ or its consultants or contractors shall be responsible for obtaining utility clearances.

4. Cooperation. EMJ and Star Forge shall cooperate with each other in connection with this Agreement and the performance of the Work. Star Forge shall use its best efforts to ensure, at its and not EMJ's cost, that its current employees and JFC's former employees and consultants make themselves available to EMJ and its consultants and contractors and cooperate with EMJ in connection with the transfer of documents and information described in Section 2 of this Agreement. Star Forge shall have the right to retain its own consultants and legal counsel, at its sole expense, to monitor EMJ's performance of the Work. Star Forge acknowledges that the Work may interfere with its ability to operate the Facility in the ordinary course. EMJ shall use commercially reasonable efforts to minimize the interference the Work causes to Star Forge's operations at the Facility. Star Forge shall use commercially reasonable efforts to conduct their operations at the Facility in a manner that minimizes interference with the Work. If EMJ proposes or Ecology approves or requires "institutional controls" as that term is defined in Wash. Rev. Code § 70.105D.020(18), including an "environmental covenant" as that term is defined in Wash. Rev. Stat. § 64.70.020(4), to be included as part of any DCAP, cleanup or remedial action, Star Forge shall not oppose the inclusion of such institutional controls to the extent they do not materially interfere with the operations of the Facility, shall cooperate with EMJ and Ecology in establishing and implementing them in a manner that complies with Washington's Uniform Environmental Covenants Act, Wash. Rev. Stat. §§ 64.70.005 *et seq.*, and shall abide by their terms, including signing and recording a legal instrument to ensure that such controls run with the land and will bind subsequent owners or operators of the Facility.

5. Insurance. EMJ shall require its consultants and contractors to carry liability insurance in an amount that is commercially reasonable to protect against the risk of personal injury or property damage arising from their services, actions or omissions.

6. Notice. EMJ or its consultants or contractors shall provide Star Forge at least 24 hours' notice before entering the Facility to perform any part or phase of the Work, except in emergencies in which case they shall provide as much notice as practical under the circumstances. Star Forge designates the following person to receive such notice:

Miles Dyer *OR 4/18/17*
~~Director, EH&S~~ *OR 4/18/17*
8531 E. Marginal Way S.
Tukwila, WA 98108
Phone: ~~(206) 762-1100~~ *OR 4/18/17 (206) 965-1322*
Fax: (206) 357-1071
Email: ~~mdyer@jorgensenforge.com~~
OR 4/18/17
jmunn@jorgensenforge.com

JASON MUNN
Eng & Env Compliance Mgr

7. No Admission. Neither this Agreement, nor any part of it, nor entry into, nor any performance under this Agreement shall constitute or be construed as a finding or admission of any liability, fault, or wrongdoing, or evidence of such, or any admission of any violation of law, rule, regulation, or policy, by any Party, or by their related entities, directors, officials, officers, stockholders, employees, agents, representatives, assigns, trustees, contractors, and successors or predecessors.

8. Enforcement. In the event that litigation is filed by any Party against any other Party for the breach or enforcement of this Agreement, the substantially prevailing Party shall be entitled to recover its reasonable attorney fees, expert witness fees and other litigation costs in addition to any other relief to which the substantially prevailing Party is entitled. The Parties acknowledge that a breach of this Agreement may cause irreparable or other harm for which damages may not suffice and, accordingly, consent to the entry of temporary, preliminary or permanent injunctive relief and the remedy of specific performance as appropriate.

9. Benefit and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns. Star Forge and any successor or assign shall obtain in writing the agreement of any subsequent owner or operator of the Facility to assume the rights and obligations set forth in this Agreement. This Agreement does not provide any rights or remedies to any third party beneficiary other than (a) Ecology and EPA for access to the Facility to oversee and inspect the Work and for other purposes for which MCTA, CERCLA, or other Washington or federal law authorize Ecology or EPA access and (b) EMJ's consultants and contractors for the release contained in Section 4 above.

10. Governing Law. This Agreement, the rights and obligations of the Parties, and any claims or disputes relating thereto, shall be governed by and construed under and in accordance with the laws of the State of Washington excluding its choice of law rules. The

Parties consent to the jurisdiction of federal or Washington State courts in any suit to enforce or for breach of the terms of this Agreement.

11. Headings. The headings of the sections in this Agreement are inserted for convenience only and do not affect the Agreement's meaning, construction or scope.

12. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments or understandings with respect to such matters. No amendment, modification or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of the amendment, modification or discharge is sought.

13. Severability. If any provision of this Agreement shall be invalid or unenforceable under applicable law, such provision be ineffective only to the extent of its invalidity or unenforceability, without in any way affecting the remaining provisions of this Agreement.

14. No Waiver. No delay or failure on the part of any Party in exercising any right, power or privilege under this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege, or the exercise of any other right, power or privilege. No waiver shall be valid against any Party unless made in writing and signed by the Party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument.

16. Recordation. The Parties agree that that the right of access granted by this Agreement is a covenant running with the land and that this Agreement shall be recorded in the real property records of King County, Washington, so that such right of access is binding on subsequent owners or transferees of real property interests in the Facility.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective on the date first written above.

EARLE M. JORGENSEN COMPANY

By: 


E GILBERT LEON JR

[print name]

VP. CFO

[print title]

STAR FORGE, LLC

By:  1-19-2017 JR 4/18/17

James K. Robertson

~~Mike Jewell~~ JR 4/18/17

VP of Operations

~~President/CEO~~ JR 4/18/17

APPENDIX A

LEGAL DESCRIPTION OF LAND

PARCEL A;

THAT PORTION OF THE JOHN BUCKLEY DONATION LAND CLAIM NO. 42 IN SECTION 33, TOWNSHIP 24 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF EAST MARGINAL WAY AT ITS POINT OF INTERSECTION WITH A LINE PARALLEL WITH AND 1,497.9 FEET SOUTH OF THE NORTH LINE OF SAID LAND CLAIM AND RUNNING THENCE ALONG THE WEST LINE OF SAID EAST LINE MARGINAL WAY NORTH 23°40'40" WEST 562.84 FEET;

THENCE NORTH 64°49'45" WEST 186.84 FEET;

THENCE SOUTH 89°39'25" WEST 434.79 FEET;

THENCE SOUTH 0°20'35" EAST 348.52 FEET;

THENCE SOUTH 89°39'25" WEST 490 FEET;

THENCE SOUTH 0°20'35" EAST 80.82 FEET;

THENCE SOUTH 89°39'25" WEST 85.43 FEET, TO A POINT IN THE EASTERLY LINE OF THE RIGHT-OF-WAY OF COMMERCIAL WATERWAY NO. 1, KNOWN AS DUWAMISH WATERWAY;

THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE ON A CURVE TO THE RIGHT WITH A RADIUS OF 1,969.12 FEET, FOR A CHORD DISTANCE SOUTH 18°21'22" EAST 174.49 FEET;

THENCE NORTH 89°45'34" EAST 558.82 FEET;

THENCE SOUTH 00°20'35" EAST 1.00 FEET;

THENCE NORTH 89°39'25" EAST 789.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING;
(BEING KNOWN AS THE "U.S.N. NOBS 88 TRACT").

PARCEL B:

THAT PORTION OF JOHN BUCKLEY DONATION CLAIM NO. 42, IN SECTION 33, TOWNSHIP 24 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF EAST MARGINAL WAY AND A LINE (THE SOUTHERLY LINE OF BOEING AIRPLANE COMPANY PLANT 2) WHICH IS 825 FEET SOUTHERLY OF AND PARALLEL TO THE NORTHERLY LINE OF SAID DONATION CLAIM;

THENCE ALONG SAID SOUTHWESTERLY LINE OF EAST MARGINAL WAY, SOUTH 23°40'40" EAST 170 FEET, MORE OR LESS, TO A CORNER OF THE TRACT OF LAND DESCRIBED IN AN APPENDIX TO THE COPY OF THE AMENDED CONTRACT BETWEEN THE UNITED STATES OF AMERICA AND ISAACSON IRONWORKS, INC.

DATED AUGUST 7, 1941 AND KNOWN AS CONTRACT NOBS-88 THAT IS RECORDED IN VOLUME 2392 OF DEEDS, PAGE 428, IN KING COUNTY, WASHINGTON;

THENCE ALONG THE LINE OF SAID LAST MENTIONED TRACT OF LAND, THE FOLLOWING 5 COURSES AND DISTANCES:

NORTH 64°49'45" WEST 186.84 FEET TO A POINT IN A LINE WHICH IS PARALLEL TO, AND 900.7 FEET SOUTHERLY OF SAID NORTHERLY LINE OF SAID DONATION CLAIM;

ALONG SAID LINE PARALLEL TO AND 900.7 FEET SOUTHERLY OF SAID NORTHERLY LINE OF SAID DONATION CLAIM, SOUTH 89°39'25" WEST 434.79 FEET;
SOUTH 0°20'35" EAST 348.52 FEET;
SOUTH 89°39'25" WEST 490 FEET;
AND SOUTH 0°20'35" EAST 80.82 FEET;
THENCE SOUTH 89°39'25" WEST 86 FEET, MORE OR LESS, TO A POINT IN THE EASTERLY LINE OF THE RIGHT-OF-WAY OF COMMERCIAL WATERWAY NO. 1, KNOWN AS DUWAMISH WATERWAY;
THENCE NORTHWESTERLY, ALONG SAID EASTERLY LINE ON A CURVE TO THE LEFT WITH A RADIUS OF 1,969.12 FEET, 577 FEET, MORE OR LESS, TO THE INTERSECTION OF SAID EASTERLY LINE AND THE ABOVE MENTIONED LINE WHICH IS 825 FEET SOUTHERLY OR AND PARALLEL TO SAID NORTHERLY LINE OF SAID DONATION CLAIM;
THENCE ALONG SAID ABOVE MENTIONED LINE (BEING ALSO ALONG THE ABOVE MENTIONED SOUTHERLY LINE OF BOEING AIRPLANE COMPANY PLANT 2), NORTH 89°39'25" EAST 1,386 FEET, MORE OR LESS, TO A POINT IN SAID SOUTHWESTERLY LINE OF EAST MARGINAL WAY AND THE POINT OF BEGINNING.