

After Recording Return to:
Maura S. O'Brien, P.G./H.G. #869
Professional Geologist/Hydrogeologist
Toxics Cleanup Program
Northwest Regional Office
Department of Ecology
3190 160th Avenue SE
Bellevue, WA 98008-5452



Environmental Covenant

Grantor: Gateway Investment LLC
Grantee: State of Washington, Department of Ecology
Legal: Lot 9 & Ptn Tr A, Vol 44 Plats pg 86 & ptns vacated street & alley adjo.
Tax Parcel Nos.: 855240-0045-04 and 855240-0075-07
Cross Reference: N/A

Grantor, Gateway Investment LLC, hereby binds Grantor, its successors and assigns to the land use restrictions identified herein and grants such other rights under this environmental covenant (hereafter "Covenant") made this 29 day of JANUARY, 2014 in favor of the State of Washington Department of Ecology and its successors and assigns ("Ecology"). Ecology shall have full right of enforcement of the rights conveyed under this Covenant pursuant to the Model Toxics Control Act, RCW 70.105D.030(1)(g), and the Uniform Environmental Covenants Act, 2007 Wash. Laws ch. 104, sec. 12.

This Declaration of Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Gateway Investment LLC, its successors and assigns, and Ecology.

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

Amended Consent Decree dated December 4, 2013 ("Amended Consent Decree");

Consent Decree dated February 4, 2000 ("Consent Decree"); and

Cleanup Action Plan dated July 15, 1999, attached as Exhibit B to Consent Decree.

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

This Covenant is required because the Remedial Action resulted in residual concentrations of tetrachloroethene (also called perchloroethene) which have varied between being at the applicable Model Toxics Control Act Cleanup Level or below, and slightly exceeding the Model Toxics Control Act Method A Cleanup Level for groundwater, established under WAC 173-340-720.

The undersigned, Gateway Investment LLC, is the fee owner of real property (hereafter "Property") in the County of King, State of Washington, that is subject to this Covenant. The Property is legally described in Exhibit A of this Covenant and made a part hereof by reference.

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

Section 1.

1.1. No groundwater may be taken for domestic, irrigation, or other use from the Property.

1.2. The Owner of the Property shall decommission all groundwater monitoring wells on the Property except for groundwater monitoring wells MW-A and MW-C which shall be maintained from the date of this Covenant for periodic review every five years under WAC 173-340-420, or until compliance is achieved under the Amended Consent Decree, or until a development of the Property under Section 3 occurs necessitating removal of MW-A and MW-C and replacement in accordance with Section 3 below.

Section 2. Any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited.

Section 3. Any activity on the Property that may result in the release or exposure to the environment of a hazardous substance that remains on the Property as part of the Remedial Action, or create a new exposure pathway, is prohibited without prior written approval from Ecology. In the event Owner proposes a development of the Property, it shall give thirty (30)

day advance written notice to Ecology by submitting a work plan for Ecology's review and approval addressing testing and disposal of any subsurface soils that may contain residual amounts of hazardous substances, if encountered in the proposed Property development, and for replacing monitoring wells MW-A and MW-C with two proximately located monitoring wells, if necessary.

Section 4. The Owner of the Property shall give written notice to Ecology prior to its conveyance of any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without Owner making provision for the transferee to assume Owner's obligation with respect to the Remedial Action.

Section 5. The Owner must restrict leases to uses and activities consistent with this Covenant and notify all lessees of the restrictions on the use of the Property.

Section 6. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Covenant. Ecology may approve any inconsistent use only after public notice and comment.

Section 7. The Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Remedial Action; to take samples, to inspect remedial actions conducted at the Property, to determine compliance with this Covenant, and to inspect records that are related to the Remedial Action.

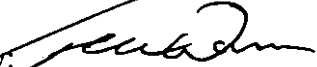
Section 8. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument may be recorded only if Ecology, after public notice and opportunity for comment, concurs.

GATEWAY INVESTMENT LLC

By: Michael Bashaw
Name: Michael Bashaw
Title: Director

Dated: 1/9/14

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

By: 

[Name of Person Acknowledging Receipt] ROBERT WARREN

[Title] NWRO SECTION MANAGER
TOXICS CLEANUP PROGRAM

Dated: 1-29-14

Unofficial Copy

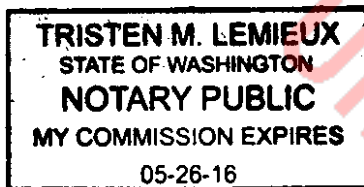
STATE OF WASHINGTON)

COUNTY OF King)

SS.

I certify that I know or have satisfactory evidence that **Michael Bashaw** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director of **Gateway Investment LLC**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: January 8, 2014



Tristen M. Lemieux
Print Name: Tristen M. Lemieux
Notary Public in and for the State of
Washington, residing at Edmonds
My Appointment Expires: 5/26/16

STATE OF WASHINGTON)

COUNTY OF _____)

SS.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of **State of Washington, Department of Ecology**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Print Name: _____
Notary Public in and for the State of
Washington, residing at _____
My Appointment Expires: _____

EXHIBIT A
Legal Description

LOT 9 OF TAGAS ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 44 OF PLATS, PAGE(S) 86, IN KING COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF THE VACATED ALLEY ADJOINING WHICH ATTACHED THERETO BY OPERATION OF LAW PURSUANT TO ORDER OF VACATION ENTERED NOVEMBER 2, 1953 IN VOLUME 53 OF COMMISSIONER'S RECORDS, PAGE 291; AND

TOGETHER WITH THAT PORTION OF VACATED 29TH AVENUE SOUTH ADJOINING, WHICH ATTACHED TO SAID LOTS BY OPERATION OF LAW, PURSUANT TO CITY OF SEATAC ORDINANCE NUMBER 98-1031, RECORDED UNDER RECORDING NUMBER 9812082659.

AND

THAT PORTION OF TRACT "A" IN SAID TAGAS ADDITION, LYING SOUTHERLY OF A LINE BEGINNING ON THE EASTERLY LINE OF SAID TRACT A AT A POINT 3.62 FEET SOUTHWESTERLY OF THE MOST EASTERLY CORNER OF SAID TRACT AS MEASURED ALONG THE EASTERLY LINE;

RUNNING THENCE NORTH 88°59'20" WEST TO THE WESTERLY LINE OF SAID TRACT "A" AND THE TERMINUS OF SAID LINE;

EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT "A";
THENCE SOUTHERLY, ALONG THE WESTERLY LINE OF TRACT "A", A
DISTANCE OF 15.09 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTHERLY, ALONG THE WESTERLY LINE OF TRACT
"A", A DISTANCE OF 34 FEET;
THENCE NORTHEASTERLY TO A POINT ON THE SOUTHERLY LINE OF THAT
CERTAIN TRACT OF LAND DESCRIBED AS PARCEL "A" IN THE QUIT CLAIM
DEED RECORDED UNDER RECORDING NUMBER 9105231261, WHICH POINT IS 40
FEET EASTERLY OF THE TRUE POINT OF BEGINNING;
THENCE WESTERLY, ALONG THE SAID SOUTHERLY LINE OF THE ABOVE-
DESCRIBED TRACT OF LAND, A DISTANCE OF 40 FEET TO THE TRUE POINT OF
BEGINNING OF THIS EXCEPTION; AND

EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF SEATAC, A
MUNICIPAL CORPORATION, BY DEED RECORDED UNDER RECORDING
NUMBER 9506160558;

TOGETHER WITH THAT PORTION OF THE VACATED ALLEY ADJOINING WHICH WOULD ATTACH BY OPERATION OF LAW;

AND TOGETHER WITH THAT PORTION OF VACATED 29TH AVENUE SOUTH ADJOINING WHICH WOULD ATTACH THERETO BY OPERATION OF LAW AS PROVIDED FOR IN CITY OF SEATAC ORDINANCE NUMBER 98-1031 RECORDED UNDER RECORDING NUMBER 9812082659.

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