

## 6.4 Environmental Covenant

**Return Address:**

Department of Ecology  
Northwest Regional Office  
3190 160<sup>th</sup> Ave. SE  
Bellevue, WA 98008-5452  
Attn: Russ Olsen



Please print or type information

<b>Document Title(s)</b> (or transactions contained therein): (all areas applicable to your document <u>must</u> be filled in)  Environmental Covenant	
<b>Reference Number(s) of Documents assigned or released:</b> 20050208001801 Additional reference #'s on page _____ of document	
<b>Grantor(s)</b> (Last name, first name, initials) 1. Qwest Corporation 2. _____  Additional names on page _____ of document.	Old Republic Title Nat'l Accts Ref: <u>265049</u> <u>① 69</u>
<b>Grantee(s)</b> (Last name first, then first name and initials) 1. State of Washington, Department of Ecology 2. _____  Additional names on page _____ of document.	
<b>Legal description</b> (abbreviated: i.e. lot, block, plat or section, township, range)  Lots 1-4 & 19-22, Blk 244 and Lots 19-22, Blk. 249, Supplemental Plat of Seattle Tidelands  Additional legal is on page _____ of document.	
<b>Assessor's Property Tax Parcel/Account Number</b>  766620-33295	<input type="checkbox"/> Assessor Tax # not yet assigned
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	

RECEIVED

AUG 18 2010

DEPT. OF ECOLOGY

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## Environmental Covenant

After Recording Return to:

Russ Olsen  
Department of Ecology  
Northwest Regional Office  
3190 160th Ave. SE  
Bellevue, WA 98008-5452

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AUG 18 2010  
DEPT. OF ECOLOGY

## Environmental Covenant

**Grantor:** Qwest Corporation

**Grantee:** State of Washington, Department of Ecology

**Legal:** All of Lots one (1), two (2), three (3), four (4), nineteen (19), twenty (20), twenty-one (21) and twenty-two (22), Block two hundred forty-four (244); and East 50 feet of Lots nineteen (19), twenty (20), twenty-one (21) and twenty-two (22), Block two hundred forty-nine (249); ALL in Seattle Tidelands; TOGETHER with all that portion of 8th Avenue South (vacated by Ordinance No. 19314 of the City of Seattle) lying between said Blocks 244 and 249, and bounded on the north by the south line of Massachusetts Street and on the south by a straight line extended from the southwest corner of Lot 4, said block 244 to the southeast corner of Lot 19, said Block 249.

**Tax Parcel Nos.:** 766620-3295

**Cross Reference:** Document #20050208001801 (superseded)

Grantor, Qwest Corporation, 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 26th day of July, 2010, 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.

4830-4750-9511.01

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

This Environmental Covenant supersedes and replaces the existing Restrictive Covenant, which is recorded with King County as document #20050208001801.

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:

1. Underground Storage Tank Decommissioning  
Airport Way Service Operating Center  
1709 Airport Way  
Seattle, WA  
Boateng Environmental Scientists, dated July 1993
2. Phase II Investigation of Contaminated Soils at the U.S. West Service Operating Center  
1709 Airport Way  
Seattle, WA  
Boateng Environmental Scientists, dated December 1993
3. UST Site Assessment at U.S. West Facility  
1709 Airport Way South  
Seattle, WA  
AGRA Earth & Environmental, dated August 14, 1998
4. Subsurface Investigation  
Airport Way Service Operating Center  
Seattle, WA  
Tetra Tech EM Inc., dated August 2003
5. Groundwater Monitoring Report  
February 2004  
Airport Way Facility  
Seattle, WA  
Tetra Tech EM Inc., dated March 2004
6. Letter from Department of Ecology to P. Mae Vichitkulwongsa, Qwest Corporation, Re: Independent Remedial Action (dated March 2, 2005)

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

This Covenant is required because the Remedial Action resulted in residual concentrations of petroleum hydrocarbon as gasoline and diesel which exceed the Model Toxics Control Act Method A Residential Cleanup Levels for soils and groundwater established under WAC 173-340-740 and WAC 173-340-720.

The undersigned, Qwest Corporation, 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 as: all of Lots one (1), two (2), three (3), four (4), nineteen (19), twenty (20), twenty-one (21) and twenty-two (22), Block two hundred forty-four (244); and East 50 feet of Lots nineteen (19), twenty (20), twenty-one (21) and twenty-two (22), Block two hundred forty-nine (249); ALL in Seattle Tidelands; TOGETHER with all that portion of 8th Avenue South (vacated by Ordinance No. 19314 of the City of Seattle) lying between said Blocks 244 and 249, and bounded on the north by the south line of Massachusetts Street and on the south by a straight line extended from the southwest corner of Lot 4, said block 244 to the southeast corner of Lot 19, said Block 249.

Qwest Corporation 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.** No groundwater may be taken for any use from the Property. A portion of the Property contains petroleum hydrocarbon as gasoline and diesel contaminated soil located in the sidewall excavation of the former gasoline and diesel underground storage tank located near the northwest corner of the building. The Owner shall not alter, modify, or remove the existing structure[s] in any manner that may result in the release or exposure to the environment of that contaminated soil or create a new exposure pathway without prior written approval from Ecology.

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. Some examples of activities that are prohibited in the capped areas include: drilling,

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digging, placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capability, piercing the surface with a rod, spike or similar item, bulldozing or earthwork.

**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.

**Section 4.** The Owner of the property must give thirty (30) day advance written notice to Ecology of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Remedial Action.

**Section 5.** The Owner must restrict leases to uses and activities consistent with the 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.

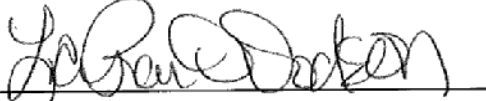
**Section 8.** The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument may be recorded only if Ecology, after public notice and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

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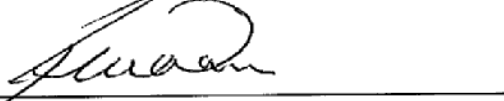
**QWEST CORPORATION**



**LaRae Dodson**  
**Director – Real Estate for Qwest Corporation**

Dated: July 27, 2010

**STATE OF WASHINGTON**  
**DEPARTMENT OF ECOLOGY**

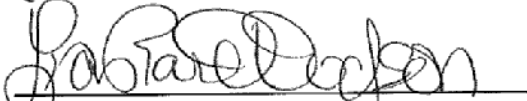


**Robert W. Warren**  
**Northwest Regional Office Section Manager, Toxics Cleanup Program**

Dated: 7/28/10

The undersigned acknowledge Restrictive Covenant #20050208001801 filed with King County is hereby terminated and replaced with the above Environmental Covenant.

**QWEST CORPORATION**



**LaRae Dodson**  
**Director – Real Estate for Qwest Corporation**

Dated: July 27, 2010

STATE OF Colorado  
COUNTY OF Denver

[CORPORATE ACKNOWLEDGMENT]

On this 27<sup>th</sup> day of July, 2010, I certify that Laral D. Dodson personally appeared before me, acknowledged that he/she is the Director - R.E. 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.



My Commission Expires Sept. 8, 2012

Julie K. Talley  
Notary Public in and for the State of  
Washington, residing at  
Colorado Littleton  
My appointment  
expires Sept. 8, 2012