

201710120128 CCOMITA 19 PGS
10/12/2017 09:48:26 AM \$142.00
AUDITOR, Pierce County, WASHINGTON

Name & Return Address:

Melodic Bobko, Manager of Corporate Real Estate
Exles Express Lines
3901 West Broad St
Richmond, VA 23230

Washington State Recorder's Cover Sheet (RCW 65.04) Please print legibly or type information.

| | |
|---|--|
| Document Title(s) | Environmental Covenant |
| Grantor(s) | G.I. Trucking Company, a California Corporation |
| ____ Additional Names on Page ____ of Document | |
| Grantee(s) | State of Washington, Department of Ecology |
| ____ Additional Names on Page ____ of Document | |
| Legal Description (Abbreviated: i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section) | Lot 5, City of Tacoma, Boundary Line Adjustment 9711070310 |
| Complete Legal Description on Page <u>10</u> of Document | |
| Auditor's Reference Number(s) | None provided (Rose 10-4-17) |
| Assessor's Property Tax Parcel/Account Number(s) | 8950701277 |
| Non Standard Fee \$50.00 By signing below, you agree to pay the \$50.00 non standard fee. I am requesting an emergency non standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. | |
| <u>Melodic Bobko</u> Signature of Party Requesting Non Standard Recording NOTE: Do not sign above or pay additional \$50.00 fee if document meets margin/formatting requirements. | |
| The Auditor/Recorder will rely on the information provided on this cover sheet. Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. | |

After Recording Return
Original Signed Covenant to:
Christopher Maurer
Voluntary Cleanup Program
Department of Ecology
PO Box 47775
Olympia, Washington 98504-7775

Environmental Covenant

Grantor: G. I. Trucking Company, a California Corporation
Grantee: State of Washington, Department of Ecology
Brief Legal Description: Revised Lot 5, City of Tacoma Boundary Line Adjustment
9711070310
Tax Parcel Nos.: 8950001277
Cross Reference:

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 of a site commonly known as USF Reddaway Tacoma (aka G. I. Trucking Terminal Facility), Facility No. 17920. 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. A portion of the Property is the subject of remedial action under MTCA. This Covenant is required because residual contamination remains on a portion of the Property after completion of remedial actions.
Specifically, the following principle contaminants remain on a portion of the Property:

| Medium | Principle Contaminants Present |
|--------|----------------------------------|
| Soil | Oil-Range Petroleum Hydrocarbons |

- d. It is the purpose of this Covenant to restrict certain activities and uses of the portion of the Property shown in Exhibit C 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 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 MTCA, Chapter 70.105D RCW or the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") 42 USC Chapter 103.

COVENANT

G. I. Trucking Company, a California Corporation, as Grantor and fee simple owner of the Property hereby grants to the Washington State Department of Ecology, and its successors and assignees, (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 portion of the Property identified in Exhibit C.

Section 1. General Restrictions and Requirements.

The following general restrictions and requirements shall apply to the portion of the Property identified in Exhibit C:

- a. **Interference with Remedial Action.** The Grantor and Tenant may continue to traverse the contaminated portion of the property. However, the Grantor and Tenant shall not engage in any activity on the portion of the Property identified in Exhibit C 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 and Tenant shall not engage in any activity on the portion of the Property identified in Exhibit C 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 the portion of the Property identified in Exhibit C 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 existing or future lease for the portion of the Property identified in Exhibit C to uses and activities consistent with this Covenant and notify all lessees of the restrictions on the use of that portion of the Property. In accordance with the continued compliance required, Grantor shall use the language provided in Exhibit D, as applicable, for any future lease agreement, or for any amendment to an existing lease.
- e. **Amendment to the Covenant.** Grantor and/or Tenant must notify and obtain approval from Ecology at least sixty (60) days in advance of any proposed activity or use of the portion of the Property identified in Exhibit C in a manner that is inconsistent with this Covenant. Before approving any proposal, Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal. If Ecology approves the proposal, the Covenant will be amended to reflect the change.

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 portion of the Property identified in Exhibit C.

a. Containment of soil/waste materials.

The remedial action for the portion of the Property identified in Exhibit C is based on containing contaminated soil under a cap consisting of **soil and/or asphalt** to a depth of 30 inches below grade surface (bgs) and located as illustrated in **Exhibit C**. The primary purpose of this cap is to **prevent human exposure to contaminated soil**. As such, the following restrictions shall apply within the area illustrated in **Exhibit C**:

Any activity on the portion of the Property identified in Exhibit C that will penetrate the cap at a depth of greater than 30 inches bgs including: drilling; digging; piercing the cap with sampling device, post, stake or similar device; grading; excavation; installation of underground utilities, is prohibited without prior written approval by Ecology. The Grantor and/or Tenant shall report to Ecology within forty-eight (48) hours of the discovery of any damage to the cap that would result in the exposure of contaminated soils present at depths greater than 30 inches bgs. Unless an alternative plan has been approved by Ecology in writing, the Grantor and/or Tenant shall promptly repair the damage and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.

Section 3. Access.

a. The Grantor and/or Tenant shall maintain clear access to all remedial action components necessary to construct, operate, inspect, monitor and maintain the remedial action.

b. The Grantor and/or Tenant freely and voluntarily grants Ecology and its authorized representatives, upon reasonable notice, the right to enter that portion of the Property identified in Exhibit C 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 that portion of the Property identified in Exhibit C, 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 **within the area of the Property described/illustrated in Exhibit C**, 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: A PORTION OF THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON _____ AND RECORDED WITH THE PIERCE COUNTY AUDITOR UNDER RECORDING NUMBER _____. USES AND ACTIVITIES ON THIS PORTION OF 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 and/or Tenant become aware of any violation of this Covenant, Grantor and/or Tenant shall promptly report such violation to Ecology.

c. **Emergencies.** For any emergency or significant change in site conditions on that portion of the Property identified in Exhibit C due to Acts of Nature (for example, flood, fire) resulting in a violation of this Covenant, the Grantor and/or Tenant is authorized to respond to such an event in accordance with state and federal law. The Grantor and/or Tenant must notify Ecology 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. 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.

| | |
|---|---|
| G. I. Trucking Company c/o Estes Express Lines Attn: Angela J. Maidment 3901 W. Broad Street Richmond, VA 23230 (804) 353-1900 Ext. 2263 | Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 Olympia, WA 98504 - 7600 (360) 407-6000 |
|---|---|

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. 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. 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 Chapter 70.105D RCW and Chapter 64.70 RCW. 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.
- e. This Covenant shall be liberally construed to meet the intent of the Model Toxics Control Act, chapter 70.105D RCW and Uniform Environmental Covenants Act, chapter 64.70 RCW.
- 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.

(SIGNATURES FOLLOW ON NEXT PAGE)

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

EXECUTED this 14th day of September, 2017.

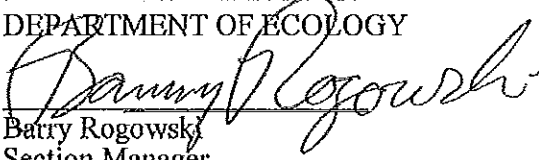
G. I. TRUCKING COMPANY,
a California Corporation



Angela J. Maidment
Vice President - Corporate Real Estate

Dated: 9/14/17

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY



Barry Rogowski
Section Manager
Toxics Cleanup Program, HQ

Dated: 9/21/17

GRANTOR CORPORATE ACKNOWLEDGMENT

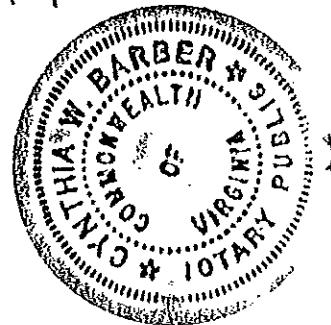
STATE OF Virginia
COUNTY OF Richmond

City
On this 14th day of September, 2017, I certify that Angela Maidment
personally appeared before me, acknowledged that he/she is the Vice President
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.

[Signature] reg # 222816

Notary Public in and for the State of
Virginia, residing at 5919 Country Manor Lane

North Chesterfield, VA 23234
My appointment expires 7/31/2019



State of: Washington

County of: Thurston

Subscribed and sworn to (or affirmed) before me this 21st day of Sept., 2017.

By: Barry Rogowski
Type or Print Name Here

Notary Name: Valerie L. Pearson
Valerie L. Pearson

Residing at: Lacey, Washington

My commission expires: _____



Exhibit A

LEGAL DESCRIPTION

CHICAGO TITLE INSURANCE COMPANY

EXTENDED OWNER POLICY
SCHEDULE A

(Continued)

Policy No.: 4350324

LEGAL DESCRIPTION

PARCEL "A":

REVISED LOT 5, CITY OF TACOMA BOUNDARY LINE ADJUSTMENT 9711070310,
ACCORDING TO THE SURVEY THEREOF RECORDED NOVEMBER 7, 1997, RECORDS OF
PIERCE COUNTY AUDITOR.

SITUATE IN THE CITY OF TACOMA, COUNTY OF PIERCE, STATE OF WASHINGTON.

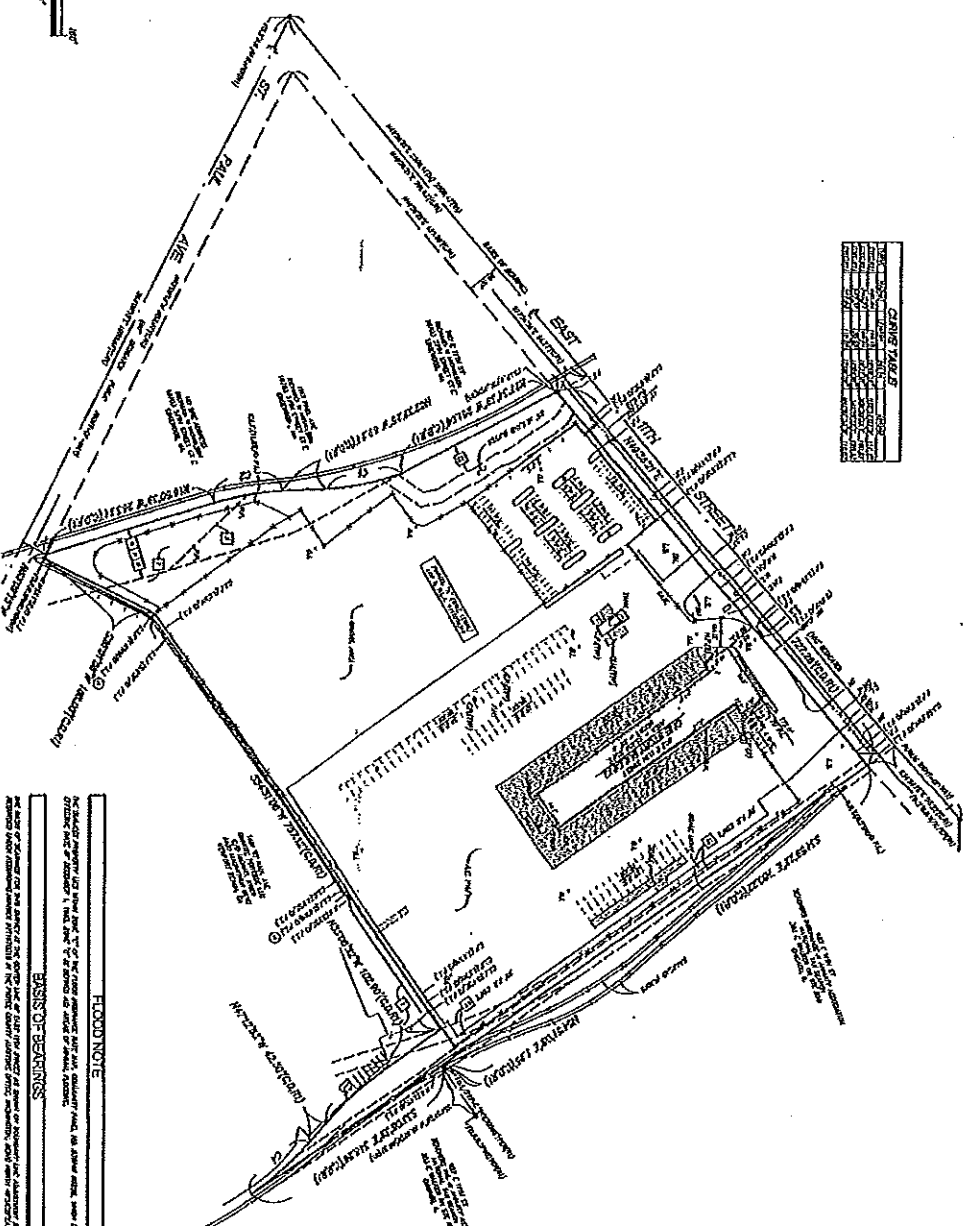
PARCEL "B"

TOGETHER WITH AND SUBJECT TO THOSE CERTAIN EASEMENT RIGHTS AS SET FORTH IN
DOCUMENTS RECORDED UNDER RECORDING NO. 9605230540 AND AS AMENDED AND OR
MODIFIED BY RECORDING NOS. 9806040645 AND 9811170743 AND IN DOCUMENT
RECORDED UNDER RECORDING NO. 9806040647 AND AS AMENDED AND OR MODIFIED BY
RECORDING NO. 200011020410 AND IN DOCUMENT RECORDED UNDER RECORDING NO.
9811170744 AND AS AMENDED AND OR MODIFIED BY RECORDING NO. 200011020409
RECORDS OF PIERCE COUNTY, WASHINGTON.

SITUATE IN THE CITY OF TACOMA, COUNTY OF PIERCE, STATE OF WASHINGTON.

Exhibit B
PROPERTY MAP

| | |
|-----|-----------------|
| 17 | COASTAL AND |
| 18 | WATER RESOURCES |
| 19 | WATER RESOURCES |
| 20 | WATER RESOURCES |
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| 98 | WATER RESOURCES |
| 99 | WATER RESOURCES |
| 100 | WATER RESOURCES |

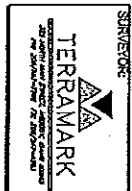
[illegible]

1. The authors of this review have been involved in a number of research projects in agricultural risk management, including the development of a risk assessment tool for the analysis of the impact of agricultural practices on the environment (see, for example, <http://www.fao.org/ag/ce/ce.htm>).
2. The authors of this review have been involved in a number of research projects in agricultural risk management, including the development of a risk assessment tool for the analysis of the impact of agricultural practices on the environment (see, for example, <http://www.fao.org/ag/ce/ce.htm>).
3. The authors of this review have been involved in a number of research projects in agricultural risk management, including the development of a risk assessment tool for the analysis of the impact of agricultural practices on the environment (see, for example, <http://www.fao.org/ag/ce/ce.htm>).
4. The authors of this review have been involved in a number of research projects in agricultural risk management, including the development of a risk assessment tool for the analysis of the impact of agricultural practices on the environment (see, for example, <http://www.fao.org/ag/ce/ce.htm>).
5. The authors of this review have been involved in a number of research projects in agricultural risk management, including the development of a risk assessment tool for the analysis of the impact of agricultural practices on the environment (see, for example, <http://www.fao.org/ag/ce/ce.htm>).

THE LAND AREA OF THE SUBJECT PROPERTY, AS SHOWN ON THE AERIAL PHOTOGRAPH DATED HEREON, IS APPROX 20.75 ACRES ALONG

HE SAYS HE HAS BEEN FOR 1 1/2 OF BE TROOP MEMBER FOR 10 YEARS, CURRENTLY RANKED AS A SERGEANT. HE HAS BEEN WITH THE TROOP SINCE 1974, AND HAS BEEN A SERGEANT SINCE 1984. HE HAS BEEN A SERGEANT SINCE 1984.

REASON OF BELIEF FOR THE EFFECT OF THE COMBINATION OF CAUSE OR DEFENSE IN A SUBSTANTIAL PART OF THE REASONING PROCESS. THE REASONING PROCESS IS NOT NECESSARILY A LINEAR PROCESS.

[illegible]

ROCK ACTIVATION AND TITRAC BURN

[illegible]

NOTES CORRESPONDING TO SCHEDULE B

[illegible][illegible][illegible]

12/25/04
ANS

SERVICE EXPERTS, INC.
 3801 West Bond Street
 Richmond, VA 23200

VISION COORDINATION
 SERVICES
 104 N. 10th St
 Norfolk, VA 23510
 703-646-2299

OPTIC WORLD
 TACOMA
 30001 TACOMA
 2021

OPTICAL REPAIR
 YRD-44
 3000000000

BIL EAST 11TH STREET

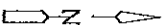
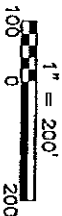
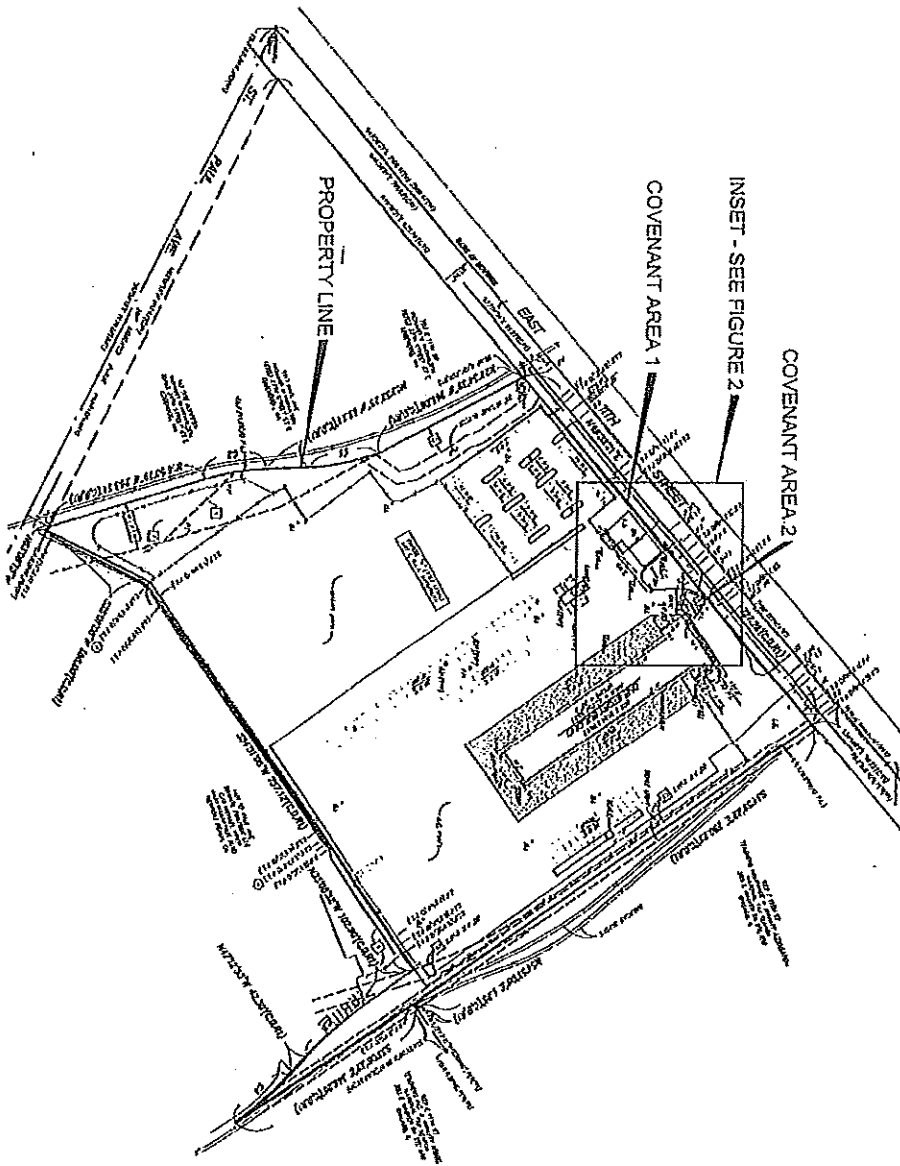
202

Exhibit C

MAP ILLUSTRATING LOCATION OF RESTRICTIONS

**CDM
Smith**

YRC-USF REDDAWAY TERMINAL FACILITY
 802 EAST 11TH STREET
 TACOMA, WASHINGTON



SOURCE REFERENCE:
 BASMAP, TERMINAL, 2005 AUY/ASNA LAND TITLE SURVEY, DWG #20051275, DATED 6/23/05.
 COVENANT AREA AND WELL LOCATION SURVEY: WYBACIFIC, DWG # 1139-SURV-R501, DATED 12/14/13.

PROPERTY LEGAL DESCRIPTION:

PARCEL A:
 REVERSED LOT 8, CITY OF TACOMA BOUNDARY LINE ADJUSTMENT 9711070510, ACCORDING TO THE SURVEY THEREOF RECORDED NOVEMBER 7, 1997, RECORDS OF PIERCE COUNTY AUDITOR, SITUATE IN THE CITY OF TACOMA, COUNTY OF PIERCE, STATE OF WASHINGTON.

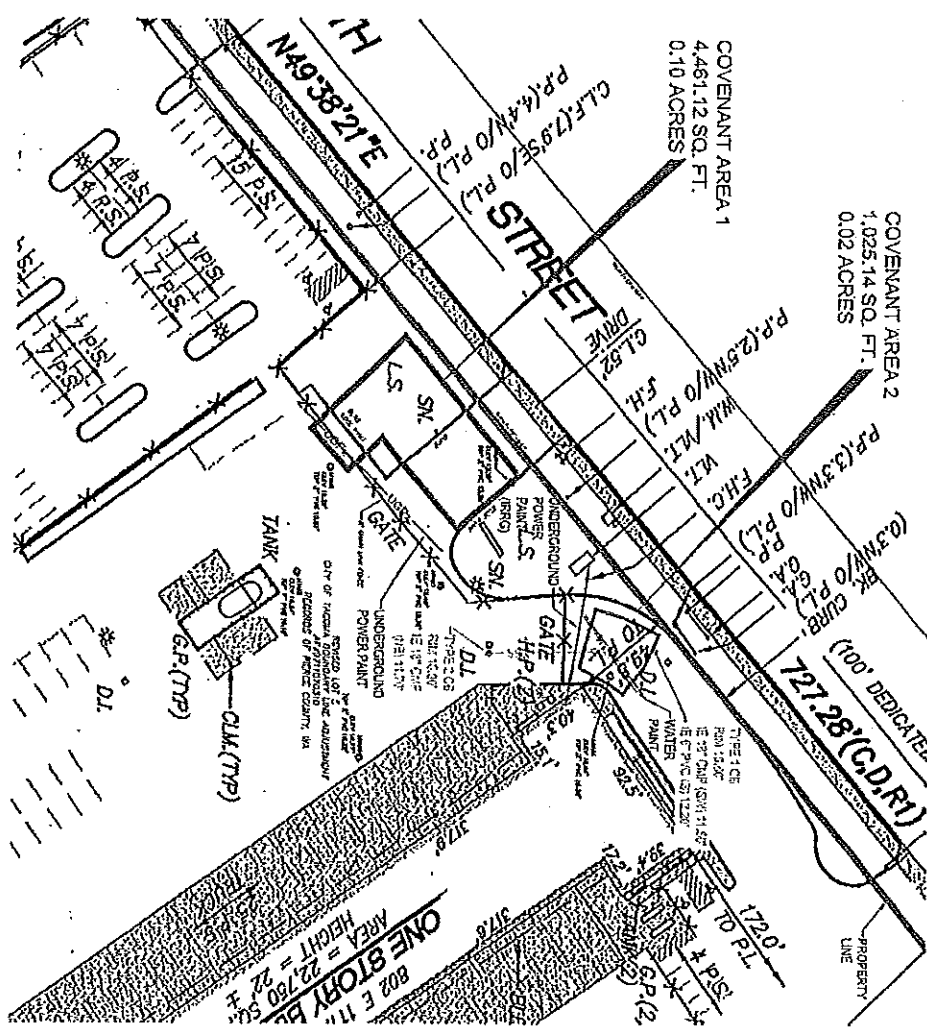
PARCEL B:
 TOGETHER WITH AND SUBJECT TO THOSE CERTAIN EASEMENT RIGHTS AS SET FORTH IN DOCUMENTS RECORDED UNDER RECORDING NO. 98020547 AND AS AMENDED AND OR MODIFIED BY RECORDING NOS. 980504064 AND 981170743 AND IN DOCUMENT RECORDED UNDER RECORDING NO. 980504064 AND AS AMENDED AND OR MODIFIED BY RECORDING NO. 20001020410 AND IN DOCUMENT RECORDED UNDER RECORDING NO. 981170744 AND AS AMENDED AND OR MODIFIED BY RECORDING NO. 20001020409, RECORDS OF PIERCE COUNTY, WASHINGTON.

SITUATE IN THE CITY OF TACOMA, COUNTY OF PIERCE, STATE OF WASHINGTON.

THE LANDS SURVEYED, SHOWN AND DESCRIBED HEREON ARE THE SAME LANDS AS DESCRIBED IN THE CHICAGO TITLE INSURANCE COMPANY TITLE COMMITMENT ORDER NO. 4260324 WITH AN EFFECTIVE DATE OF MAY 8, 2009.

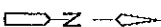
Figure No. 1
 Site Plan

YRC-USF REDDAWAY TERMINAL FACILITY
802 EAST 11TH STREET
TACOMA, WASHINGTON



CONTAINING 1,025 SQ. FT. (30.02 ACRES)

1" = 60'



COVENANT AREA 1. LEGAL DESCRIPTION:
A COVENANT AREA LING WITHIN A PORTION OF REARSD LOT 5
CITY OF TACOMA, WASHINGTON, AS SHOWN ON THE RECORDS OF
THE SURVEY HEREIN REFERENCED, CONSIDERED AS 17,155' RECORDS OF
PERCE COUNTY AUDITOR, SITUATED IN THE CITY OF TACOMA, COUNTY OF
PERCE, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID REARSD LOT 5, THENCE
N 15° 15' 00" E ALONG THE N 15° 15' 00" E LINE OF SAID LOT 5, A DISTANCE OF
256.27 FEET; THENCE S 42° 15' 00" E A DISTANCE OF 3.01 FEET TO THE TRUE
POINT OF BEGINNING;

THENCE FROM SAID TRUE POINT OF BEGINNING N 45° 25' 00" E A DISTANCE OF
92.34 FEET; THENCE S 45° 25' 00" E A DISTANCE OF 40.59 FEET; THENCE
S 47° 15' 00" E A DISTANCE OF 64.96 FEET; THENCE S 60° 45' 00" E A DISTANCE
OF 21.41 FEET; THENCE S 55° 00' 00" W A DISTANCE OF 26.74 FEET; THENCE
N 60° 00' 00" E A DISTANCE OF 62.07 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 4.61712 SQ FT (4.61+ ACRES)

For

COVENANT AREA 1 LEGAL DESCRIPTION

ADJACENT TO THE NORTHWEST CORNER OF SAID REAR LOT 5, THENCE
N 53° 45' E, ALONG THE NORTHEAST LINE OF SAID LOT 5, A DISTANCE OF
266.27 FEET, THENCE S 60° 21' 51" E, A DISTANCE OF 5.01 FEET TO THE TRUE
CORN OF BERNARD.

CONTAINING 4.4512 SQ. FT. (0.10 ACRES)

COVENANT AREA 2 LEGAL DESCRIPTION

CONCRETE AT THE NORTHWEST CORNER OF SAID REASED LOT 5, THENCE
4621.19 FEET, THENCE S 84°21'16"E, A DISTANCE OF 408 FEET TO THE
POINT OF BEGINNING.

THENCE FROM SAID TRUE POINT OF BEGINNING S64°53'30"E A DISTANCE OF 18.73 FEET; THENCE S87°38'42"E A DISTANCE OF 16.05 FEET; THENCE S37°28'50"W A DISTANCE OF 10.87 FEET; THENCE S207°01'14"W A DISTANCE OF 1.48 FEET; THENCE N75°34'19"E A DISTANCE OF 18.13 FEET; THENCE N73°40'57"E A DISTANCE OF 14.11 FEET; N61°41'57"E A DISTANCE OF 14.65 FEET; THENCE N23°38'37"E A DISTANCE OF 20.00 FEET TO THE TRUE POINT OF BEGINNING.

For reference only not for re-sale

COUNTY AUDITOR 201501045001
E 1/4 & NW 1/4 OF THE NE 1/4 SEC. 4, T20N, R3E, W44E

201501095001

NOTES

7. DATUM: NAD 83 (2011) EPOCH 2011
WASHINGTON SOUTH ZONE
NAD83, US FT

MEASUREMENTS FOR THE SURVEY WERE TAKEN ON DECEMBER 12, 1963 WITH A TOTAL STATION INSTRUMENT AND MET OR EXCEEDED A LINEAR DISCREPANCY OF 1:15,000. ALL PERMANENT POINTS WERE SET IN CONCRETE AND WERE ADJUSTED TO A NATIONAL GEODETIC SURVEY CALIBRATED AND BASELINE WITHIN THE LAST YEAR. GPS MEASUREMENTS WERE MADE BY TRIMBLE R.D. PROCESSING RECEIVERS WITH PERMANENT ANTENNA. ONE DATA WAS COLLECTED IN GARMIN TSC-1000, A GPS CORE STATION SPOT WAS HELD FOR CONTROL. US COAST & GEODETIC SURVEY BENCH MARK "7-405" WAS ALSO LOCATED.

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF CDK SMITH INC IN DECEMBER, 2013.

LAWRENCE A SIGMAN
CERTIFICATE NO. 11742

DATE
1-27-88

AUDITOR'S CERTIFICATE

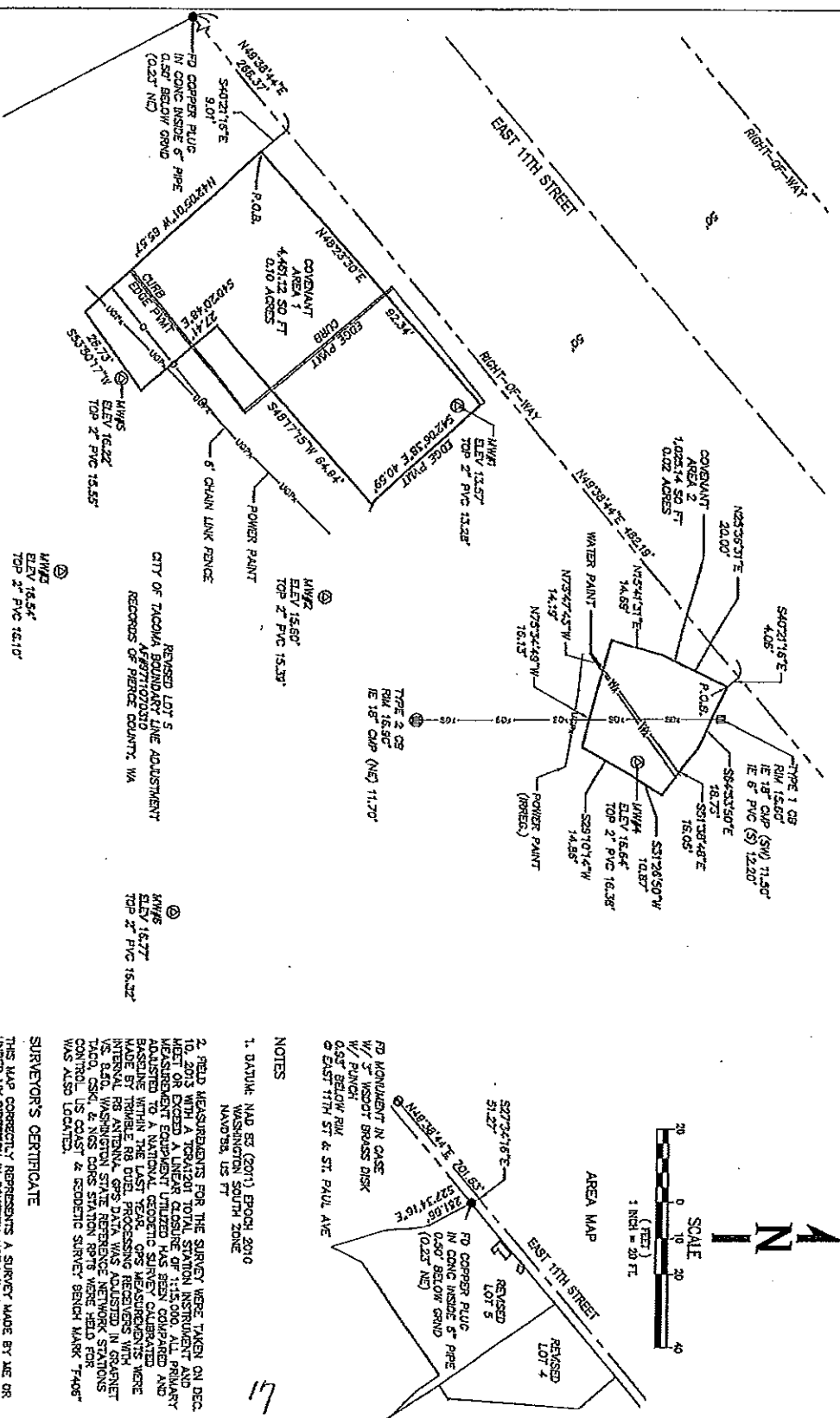
FILED FOR RECORD THE 9th DAY OF January, 2017
AT 8:56 A. M. IN BOOK _____ OF SURVEYS AT PAGE _____
AT THE REQUEST OF WHPADCO INC. \$152.00
(SIGNED) Julie Anderson by C. Smith

[illegible]

| | |
|------------|------------|
| SHEET 9/10 | |
| SURVEYED | MBE |
| DRAWN | MBD |
| CHECKED | |
| APPROVED | |
| LAST EDIT | 12/14/2013 |
| PLOT DATE | 12/16/2013 |
| FILE NAME | |

| | | |
|--|-----------------------------------|-------------------|
| YRC-USF REDDAWAY TERMINAL 802 EAST 11TH ST, TACOMA WA CDM SMITH INC. COVENANT AREA & WELL LOCATION SURVEY | | |
| PROJECT NUMBER 1200014300W | DRAWING FILE NAME 1190.SHP.DWG | SCALE 1" = 20' |

WHPacific
12100 NE 195th St, Ste 300
Bothell, WA 98011
425-951-4600 Fax: 425-951-4600
www.whpacific.com



A CORNERED AREA, LING WITHIN A PORTION OF BEASED LOT 5
 CITY OF INDIANA, BOUNDARY LINE ADJUSTMENT AP#921072310. ACCORDING
 TO THE SURVEY RECORDS RECEIVED NOVEMBER 7, 1997, RECORDS OF
 PUBLIC COUNTY AUDITOR, SITUATE IN THE CITY OF INDIANA, COUNTY OF
 PENDE, STATE OF WASHINGTON, DISCLOSED AS FOLLOWS:
 COMMENCING AT THE NORTHWEST CORNER OF SAID REVSUED LOT 5, THENCE
 N65°44'E, ALONG THE NORTHERLY LINE OF SAID LOT 5, A DISTANCE OF
 264.57 FEET, THENCE S62°11'6"E A DISTANCE OF 9.01 FEET TO THE TRUE
 POINT OF BEGINNING.
 THENCE FROM SAID TRUE POINT OF BEGINNING N46°23'30"E A DISTANCE OF
 82.34 FEET, THENCE S42°02'30"E A DISTANCE OF 14.58 FEET, THENCE
 S87°15'E A DISTANCE OF 64.94 FEET, THENCE S00°00'40"E A DISTANCE
 OF 27.4 FEET, THENCE S33°01'17"W A DISTANCE OF 28.73 FEET, THENCE
 N42°03'17"W A DISTANCE OF 85.57 FEET TO THE TRUE POINT OF BEGINNING.
 CONTAINING 4,465.12 SQ. FT. (A2.10 ACRES)

A COVENANT AREA, LYING WITHIN A PORTION OF REVESED LOT 5 CITY OF TACOMA, BOUNDARY LINE ADJUSTMENT AS REPERTICATED TO THE SURVEY THEREOF RECORDED NOVEMBER 7, 1997, RECORDS OF PIERCE COUNTY AUDITOR, SITUATE IN THE CITY OF TACOMA, COUNTY OF PIERCE, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID REVESED LOT 5, THENCE N45°35'44"E, ALONG THE NORTHERLY LINE OF SAID LOT 5, A DISTANCE OF 468.19 FEET; THENCE S40°21'16"E, A DISTANCE OF 4.06 FEET TO THE TRUE POINT OF BEGINNING;

THENCE FROM SAID TRUE POINT OF BEGINNING S64°53'30"E, A DISTANCE OF 18.25 FEET; THENCE S78°38'48"E, A DISTANCE OF 16.05 FEET; THENCE S13°26'30"W, A DISTANCE OF 10.87 FEET; THENCE S29°10'14"W, A DISTANCE OF 14.85 FEET; THENCE N75°34'43"W, A DISTANCE OF 16.13 FEET; THENCE N72°42'47"W, A DISTANCE OF 14.19 FEET; N55°41'37"E, A DISTANCE OF 14.69 FEET; THENCE N67°26'31"E, A DISTANCE OF 20.00 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1,022.14 SQ. FT. (59.02 ACRES)

1. DATUM: NAD 83 (2011) EPOCH 2010
WASHINGTON SOUTH ZONE

2. FIELD MEASUREMENTS FOR THE SURVEY WERE TAKEN ON DEC 12, 1983 WITH A TOTAL201 TOTAL STATION INSTRUMENT AND MEASUREMENTS EXCEEDED A LINEAR CLOSURE OF $\pm 1:15,000$. ALL PRIMARY MEASUREMENTS WERE TAKEN WITHIN 100' OF THE CENTER OF THE CLOSURE. ALL MEASUREMENTS WERE ADJUSTED TO A NATIONAL EPOCH OF 85.50. ALL MEASUREMENTS WERE BASELINE WITHIN THE LAST YEAR. OTHER MEASUREMENTS WERE MADE BY OTHER R8 TOTAL PROCESSING RECEIVERS WITH AN ANTENNA. OTHER DATA WAS ADJUSTED IN GRANDET TAPED CSK. A NEW CORS STATION BEING USED WITH THE TOTAL STATION. US COAST & GEODETIC SURVEY BENCH MARK 7746F WAS ALSO LOCATED.

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF CDM SMITH INC IN DECEMBER, 2013.

LAWRENCE A SIGMAN!
CERTIFICATE NO. 71422

DATE _____



FILED FOR RECORD THE _____ DAY OF _____, 2013
AT _____ N. IN BOOK _____ OF SURVEYS AT PAGE
AT THE REQUEST OF WHIPACIFIC INC.

COUNTY AUDITOR

NE 1/4 & NW 1/4 OF THE NE 1/4 SEC. 4, T20N, R33E, W11E.

| SHEET INFO | | REVISIONS | | | |
|------------|-----------|-----------|----|------|---------|
| SURVEYED | AGE | NO. | BY | DATE | REMARKS |
| OWN | 1140 | | | | |
| CHECKED | | | | | |
| APPROVED | | | | | |
| LAST EDIT | 12/1/2013 | | | | |
| PLOT DATE | 12/1/2013 | | | | |
| SUBMITAL | | | | | |

YRC-USF REDDAWAY TERMINAL
802 EAST 11TH ST, TACOMA WA
CDM SMITH INC.
COVENANT AREA & WELL LOCATION SURVEY

| | | |
|-----------------------------|-------------------------------------|-------------------|
| PROJECT NUMBER P0001139W | DRAWING FILE NAME 1139-SURV-RS01 | SCALE 1" = 20' |
|-----------------------------|-------------------------------------|-------------------|

WHPacific

12102 NE 165th St, Ste 303
Bellevue, WA 98011
425-551-4000 Fax 425-551-4003
www.westpac.com

Exhibit D

LEASE AGREEMENT LANGUAGE

[LEASE AGREEMENT]

Section ____.

Environmental Covenant

Lessor has entered into an Environmental Covenant with the State of Washington, Department of Ecology ("Covenant"), for continued remediation of residual environmental contamination on a portion of the Property, being more particularly described and attached hereto as "Exhibit ____", and made a part hereof. Lessee is required to manage environmental responsibilities relating to the Property, to include, among other responsibilities, remediation studies and associated costs. Lessee hereby agrees to abide by those certain general restrictions and requirements imposed by the Covenant, specifically those restrictions and requirements to be imposed upon Lessee, defined as Tenant therein, as follows: Section 1 (a, b and e), Section 2 (a), Section 3 (a through c), Section 4 (b and c).

