

20190716000692

COVENANT Rec: \$121.50
7/16/2019 3:02 PM
KING COUNTY, WA

After Recording Return
Original Signed Covenant to:
Michael Warfel, VCP Site Manager
Toxics Cleanup Program
Washington State Department of Ecology
Northwest Regional Office
3190 160th Avenue Southeast
Bellevue, Washington 98008-5452

Environmental Covenant

Grantor: SRMRENTON LLC

Grantee: State of Washington, Department of Ecology (hereafter "Ecology")

Brief Legal Description: POR OF SE 17-23-05 BEING KNOWN AS REV LEGAL DESC OF EXHIBIT E OF BOUNDARY LINE AGREEMENT REC #20090112001505 APPROVED BY CITY OF RENTON DAVID CHRISTENSEN DATED 01-22-09 SEE SURVEY 20090112900011

Tax Parcel No.: King County 172305-9026

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 or all of a MTCA site commonly known as **Stoneway Concrete Renton, Ecology Facility Site ID 62244377, Cleanup Site ID 2121, Voluntary Cleanup Program # NW1702**. The Property is legally described in Exhibit A, and illustrated in Exhibits B and C, both of which are attached (hereafter, "Property"). If there are differences between these Exhibits, the legal description in Exhibit A shall prevail.

c. The Property is the subject of remedial action conducted under MTCA. This Covenant is required because residual contamination remains on the Property after completion of remedial actions. Specifically, the following principal contaminants remain on the Property:

| Medium | Principal Contaminants Present |
|-------------|--------------------------------|
| Soil | Highly alkaline pH |
| Groundwater | Arsenic and highly alkaline pH |

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 the integrity of remedial actions conducted at the site. This Covenant includes the following Exhibits:

Exhibit A – Legal Description

Exhibit B – Property Map

Exhibit C – Maps Illustrating Locations of Restrictions

Exhibit D – Confirmational Groundwater Monitoring Plan

Exhibit E – Operation, Maintenance, and Contingency Plan

Records describing the extent of residual contamination, remedial actions conducted, and details of post-remediation activities required by this Covenant are available through Ecology. This includes the following documents:

Department of Ecology, *Further Action Opinion Letter, Stoneway Concrete, 1915 SE Maple Valley Highway, Renton, WA, VCP NW1702*, August 31, 2017.

Farallon Consulting, *Request for Written Opinion, Focused Feasibility Study and Disproportionate Cost Analysis, Old Stoneway Renton Property, 1915 Southeast Maple Valley Highway, Renton, Washington, VCP Project No. NW1702*, March 7, 2018.

e. This Covenant grants Ecology certain rights under UECA and as specified in this Covenant. As a Holder of this Covenant under UECA, Ecology has an interest in real property, however, this is not an ownership interest which equates to liability under MTCA or the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.* The rights of Ecology as an “agency” under UECA, other than its’ right as a holder, are not an interest in real property.

COVENANT

SRMRENTON LLC, as Grantor and owner of the Property, hereby grants to the Washington State Department of Ecology, and its successors and assignees, the following covenants. Furthermore, it is the intent of the Grantor that such covenants shall supersede any prior interests

the GRANTOR has in the property and run with the land and be binding on all current and future owners of any portion of, or interest in, the Property.

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.
- b. **Protection of Human Health and the Environment.** The Grantor shall not engage in any activity on the Property 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 immediately adjacent to 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. **Preservation of Reference Monuments.** Grantor shall make a good faith effort to preserve any reference monuments and boundary markers used to define the areal extent of coverage of this Covenant. Should a monument or marker be damaged or destroyed, Grantor shall have it replaced by a licensed professional surveyor within 30 days of discovery of the damage or destruction.

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. **Containment of Soil.** The remedial action for the Property is based on containing contaminated soil beneath the Property, the estimated extent of which is illustrated in Exhibit C. The Grantor shall not alter or remove all or a portion of existing or future structures on the Property in any manner that would expose contaminated soil, result in a release to the environment of contaminants, or create a new exposure pathway, without prior written approval of Ecology. Should the Grantor propose to alter or remove all or a portion of existing or future structures so that access to the underlying soil contamination is feasible, Ecology may require treatment or removal of the underlying contaminated soil.

b. Containment of Groundwater. The remedial action for the Property is based on containing contaminated groundwater beneath the Property, as illustrated in Exhibit C. Contact with high pH groundwater in the four former concrete sedimentation basins shall be prevented by filling the basins with clean inert material to ground surface. The Grantor shall not alter or remove the existing structures on the Property, or construct new structures on the Property, in any manner that would expose contaminated groundwater, result in a release to the environment of contaminants, or create a new exposure pathway, without prior written approval of Ecology. Should the Grantor propose activities on the Property such that access to the underlying groundwater contamination is feasible, Ecology may require treatment or removal of the contaminated groundwater.

c. Stormwater facilities. To minimize the potential for mobilization of contaminants remaining in the soil on the Property, no stormwater infiltration facilities or ponds shall be constructed within the area of the Property illustrated in Exhibit C. All stormwater catch basins, conveyance systems, and other appurtenances located within this area shall be of watertight construction. Three 48-inch-diameter, corrugated metal pipe (CMP) dry wells, located north of and adjacent to the four former concrete sedimentation basins, shall be decommissioned in accordance with WAC 173-160-381.

d. Groundwater Use. The groundwater beneath the Property shall not be extracted for any purpose other than investigation, monitoring, or remediation performed in accordance with requirements imposed by Ecology for the Property. Drilling of a well for any water supply purpose on or beneath the Property is strictly prohibited. Groundwater extracted from the Property for any purpose shall be considered potentially contaminated and any discharge of this water shall be done in accordance with state and federal law.

e. Confirmational Groundwater Monitoring Plan. Monitoring of groundwater for the Property shall be performed in accordance with the Confirmational Groundwater Monitoring Plan that is attached as Exhibit D to this Covenant.

f. Operation, Maintenance, and Contingency Plan.

The integrity of the Site cleanup shall be protected in accordance with the Operation, Maintenance, and Contingency Plan that is attached as Exhibit E to this Covenant. Any activity on the Property that compromises the integrity of the Site cleanup (including drilling; digging; piercing with a sampling device, post, stake or similar device; grading; excavation; or installation of underground utilities) is prohibited without prior written approval by Ecology.

Section 3. Access.

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

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, inspect any remedial actions conducted on the Property, 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 title, easements, and security or other interests (other than leases without access rights to restricted areas) within the area of the Property described and illustrated in Exhibit A, must:

- i. Provide written notice to Ecology of the intended conveyance at least thirty (30) days in advance of the conveyance. Waiver of advance notice to Ecology for leases does not constitute waiver of this notice for the entire Property nor a waiver of the requirement in Section 4.a.ii. to include a notice in any document conveying interest in the Property
- 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 AVAILABLE FROM GRANTOR UPON REQUEST.

- 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 in writing to Ecology.

c. **Emergencies.** For any emergency or significant change in site conditions due to Acts of Nature (for example, flood or 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 in writing 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. **Notification procedure.** Any required written notice, approval, reporting or other 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.

Upon mutual agreement of the parties to this Covenant, an alternative to personal delivery or first class mail, such as e-mail or other electronic means, may be used for these communications.

| | |
|--|---|
| Gary Merlino SRMRENTON LLC 5050 1st Ave S, Suite 102 Seattle, WA 98134 206-762-9125 jblais@gmccinc.com | Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 Olympia, Washington 98504-7600 360-407-6000 ToxicsCleanupProgramHQ@ecy.wa.gov |
|--|---|

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.
- c. By signing this agreement, per RCW 64.70.100, the original signatories to this agreement, other than Ecology, agree to waive all rights to sign amendments to and termination of this Covenant.

Section 6. Enforcement and Construction.

- a. This Covenant is being freely and voluntarily granted by the Grantor.
- b. Within ten (10) days of execution of this Covenant, Grantor shall provide Ecology with an original signed Covenant and proof of recording and a copy of the Covenant and proof of recording to others required by RCW 64.70.070.
- 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 MTCA and UECA. 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 shall be responsible for all costs associated with implementation of this Covenant. Furthermore, 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 MTCA and UECA.

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 13th day of June, 2019.

Gymerline [SIGNATURE]

by: Gary Merlino [PRINTED NAME]

Title: Manager

CORPORATE ACKNOWLEDGMENT

STATE OF Washington

COUNTY OF King

On this 13th day of June, 2019, I certify that Gary Merlino personally appeared before me, acknowledged that **he/she** is the Manager 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]
Notary Public in and for the State of Washington

Residing at 2405 1st Ave, Unit B, Seattle, WA 98121

My appointment expires 11/09/2022

The Department of Ecology, hereby accepts the status as GRANTEE and HOLDER of the above Environmental Covenant pertaining to the Stoneway Concrete Renton, Ecology Facility Site ID 62244377, Cleanup Site ID 2121, Voluntary Cleanup Program # NW1702.

STATE OF WASHINGTON

DEPARTMENT OF ECOLOGY

 _____ [SIGNATURE]

by: ROBERT W. WARREN [PRINTED NAME]

Title: Toxics Cleanup Program Section Manager

Dated: 7/9/19 _____

Exhibit A

LEGAL DESCRIPTION

From "Commitment for Title Insurance, Issued by Fidelity National Title Company of Washington, 600 University St., Suite 2424, Seattle, WA 98010; prepared for SRMRENTON, LLC, a Washington Limited Liability Company; effective date June 8, 2018 at 8:00 A.M."

THOSE PORTIONS OF GOVERNMENT LOTS 4, 6, AND 7, BEING A PORTION OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 23 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, KING COUNTY WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 17; THENCE NORTH 89°45'17" WEST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1325.66 FEET TO THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 7; THENCE SOUTH 01°08'15" WEST, ALONG THE EAST LINE OF GOVERNMENT LOT 7, A DISTANCE OF 561.54 FEET TO THE SOUTHEAST CORNER OF THAT STRIP OF LAND CONVEYED TO THE CITY OF RENTON BY DEED RECORDED UNDER RECORDING NUMBER 20070716001845, RECORDS OF KING COUNTY, WASHINGTON AND THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG THE SOUTHERLY BOUNDARY OF SAID STRIP OF LAND THE FOLLOWING COURSES AND DISTANCES:

NORTH 43°36'56" WEST A DISTANCE OF 45.84 FEET;

THENCE NORTH 45°13'07" WEST A DISTANCE OF 162.69 FEET;

THENCE NORTH 45°01'03" WEST A DISTANCE OF 71.93 FEET;

THENCE NORTH 44°48'32" WEST A DISTANCE OF 43.14 FEET;

THENCE SOUTH 44°34'17" WEST A DISTANCE OF 18.55 FEET;

THENCE NORTH 45°25'13" WEST A DISTANCE OF 97.58 FEET;

THENCE NORTH 44°37'55" EAST A DISTANCE OF 20.00 FEET;

THENCE NORTH 44°56'28" WEST A DISTANCE OF 33.44 FEET;

THENCE NORTH 44°05'34" WEST A DISTANCE OF 53.75 FEET;

THENCE SOUTH 45°14'28" WEST A DISTANCE OF 3.00 FEET;

THENCE NORTH 44°05'34" WEST A DISTANCE OF 10.00 FEET;

THENCE NORTH 45°14'28" EAST A DISTANCE OF 3.00 FEET;

THENCE NORTH 44°05'34" WEST A DISTANCE OF 58.64 FEET;
THENCE NORTH 43°03'39" WEST A DISTANCE OF 81.48 FEET;
THENCE NORTH 42°20'14" WEST A DISTANCE OF 9.80 FEET;
THENCE SOUTH 47°24'25" WEST A DISTANCE OF 3.04 FEET;
THENCE NORTH 42°28'13" WEST A DISTANCE OF 10.00 FEET;
THENCE NORTH 47°24'25" EAST A DISTANCE OF 3.02 FEET;
THENCE NORTH 42°20'15" WEST A DISTANCE OF 30.15 FEET;
THENCE SOUTH 47°56'38" WEST A DISTANCE OF 2.00 FEET;
THENCE NORTH 42°03'22" WEST A DISTANCE OF 15.04 FEET;
THENCE NORTH 47°56'38" EAST A DISTANCE OF 2.00 FEET;
THENCE NORTH 41°42'44" WEST A DISTANCE OF 52.17 FEET;

THENCE NORTH 86°11'31" WEST A DISTANCE OF 19.84 FEET TO THE
SOUTHEASTERLY BOUNDARY OF THAT PARCEL OF LAND CONVEYED TO THE
CITY OF RENTON BY DEED RECORDED UNDER RECORDING NUMBER
20060515000366, RECORDS OF KING COUNTY, WASHINGTON;

THENCE SOUTHWESTERLY, ALONG THE SOUTHEASTERLY BOUNDARY OF SAID
PARCEL AND THE SOUTHEASTERLY BOUNDARY OF THAT PARCEL OF LAND
CONVEYED TO THE CITY OF RENTON BY DEED RECORDED UNDER RECORDING
NUMBER 20060515000380 RECORDS OF KING COUNTY, WASHINGTON, ALONG THE
FOLLOWING COURSES AND DISTANCES:

SOUTH 47°51'06" WEST A DISTANCE OF 34.62 FEET;

THENCE NORTH 42°08'54" WEST A DISTANCE OF
10.48 FEET;

THENCE SOUTH 47°51'06" WEST A DISTANCE OF
3.44 FEET;

THENCE SOUTHWEST ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT
HAVING A RADIUS OF 394.50 FEET THROUGH A CENTRAL ANGLE OF 04°35'00", A
DISTANCE OF 31.56 FEET.

THENCE NORTH 37°33'54" WEST A DISTANCE OF 4.50 FEET;

THENCE SOUTHWEST ALONG THE ARC OF A NON-TANGENT CURVE TO THE
RIGHT THE CENTER OF WHICH BEARS NORTH 37°33'54" WEST HAVING A RADIUS
OF 390.00 FEET THROUGH A CENTRAL ANGLE OF 18°08'11", A DISTANCE OF 123.45
FEET;

THENCE LEAVING SAID SOUTHEASTERLY BOUNDARIES SOUTH 47°51'38" WEST A DISTANCE OF 31.45 FEET;

THENCE SOUTH 88°45'08" WEST A DISTANCE OF 251.95 FEET;

THENCE SOUTH 39°43'43" WEST A DISTANCE OF 73.20 FEET;

THENCE NORTH 78°45'32" WEST A DISTANCE OF 176.04 FEET;

THENCE SOUTH 28°17'28" WEST A DISTANCE OF 410.47 FEET, MORE OR LESS, TO THE ORDINARY HIGH WATER LINE OF THE RIGHT BANK OF THE CEDAR RIVER;

THENCE EASTERLY, ALONG SAID ORDINARY HIGH WATER LINE, TO A POINT ON THE EAST LINE OF SAID GOVERNMENT LOT 7 WHICH BEARS SOUTH 1°08'15" WEST FROM THE POINT OF BEGINNING;

THENCE NORTH 01°08'15" EAST A DISTANCE OF 204.49 FEET TO THE POINT OF BEGINNING.

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 17, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., KING COUNTY, WASHINGTON;

THENCE NORTH 89°45'17" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17, 1325.66 FEET TO THE NORTHEAST CORNER OF GOVERNMENT LOT 7 OF SAID SECTION 17;

THENCE SOUTH 01°08'15" EAST, ALONG THE EAST LINE OF SAID LOT 7, 699.60 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 86°05'30" EAST, 8.05 FEET;

THENCE SOUTH 46°07'3" EAST, 10.07 FEET;

THENCE SOUTH 32°15'04" EAST, 9.90 FEET;

THENCE SOUTH 23°06'52" EAST, 20.37 FEET;

THENCE SOUTH 20°04'33" EAST, 10.70 FEET;

THENCE SOUTH 55°58'38" WEST, 9.81 FEET;

THENCE SOUTH 60°06'50" WEST, 10.27 FEET;

THENCE SOUTH 68°03'20" WEST, 9.72 FEET;

THENCE SOUTH 67°57'27" WEST, 8.01 FEET TO SAID EAST LINE OF LOT 7;

THENCE NORTH 01°08'15" EAST, 61.95 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PARCEL OF LAND THE BOUNDARY OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 17, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., KING COUNTY, WASHINGTON

THENCE NORTH 89°45'17" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17, 1325.66 FEET TO THE NORTHEAST CORNER OF GOVERNMENT LOT 7 OF SAID SECTION 17;

THENCE SOUTH 01°08'15" EAST, ALONG THE EAST LINE OF SAID LOT 7, 561.54 FEET TO THE TRUE POINT OF BEGINNING;

THENCE, CONTINUING ALONG SAID EAST LINE, SOUTH 01°08'15" WEST 138.06 FEET;

THENCE NORTH 86°05'30" WEST, 3.63 FEET;

THENCE NORTH 28°28'36" WEST, 31.94 FEET;

THENCE NORTH 01°47'52" WEST, 32.22 FEET;

THENCE NORTH 00°40'25" WEST, 56.39 FEET;

THENCE NORTH 03°09'34" EAST, 24.54 FEET;

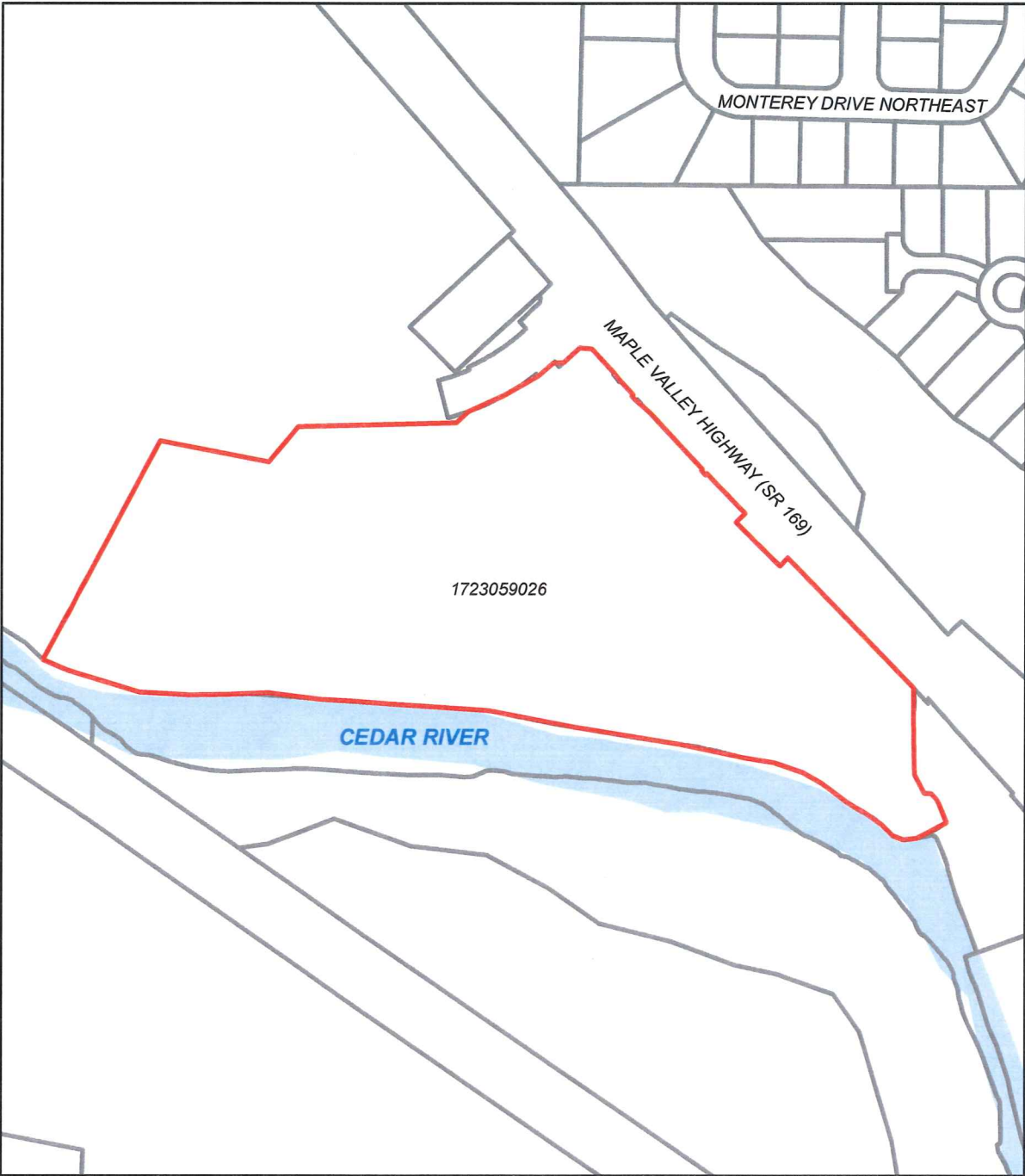
THENCE NORTH 03°48'48" WEST, 21.14 FEET TO THE SOUTH LINE OF THAT STRIP OF LAND CONVEYED TO THE CITY OF RENTON BY DEED RECORDED UNDER RECORDING NUMBER 20070716001845, RECORDS OF KING COUNTY, WASHINGTON;

THENCE SOUTH 43°36'56" EAST, ALONG SAID SOUTH LINE, 33.81 FEET TO THE TRUE POINT OF BEGINNING



SITUATE IN THE CITY OF RENTON, COUNTY OF KING, STATE OF WASHINGTON.

Exhibit B

PROPERTY MAP



LEGEND

-  KING COUNTY TAX PARCEL BOUNDARY AND NUMBER: 1723059026
-  KING COUNTY PARCEL BOUNDARY



NOTES:

1. ALL LOCATIONS ARE APPROXIMATE.
2. FIGURES WERE PRODUCED IN COLOR. GRAYSCALE COPIES MAY NOT REPRODUCE ALL ORIGINAL INFORMATION.

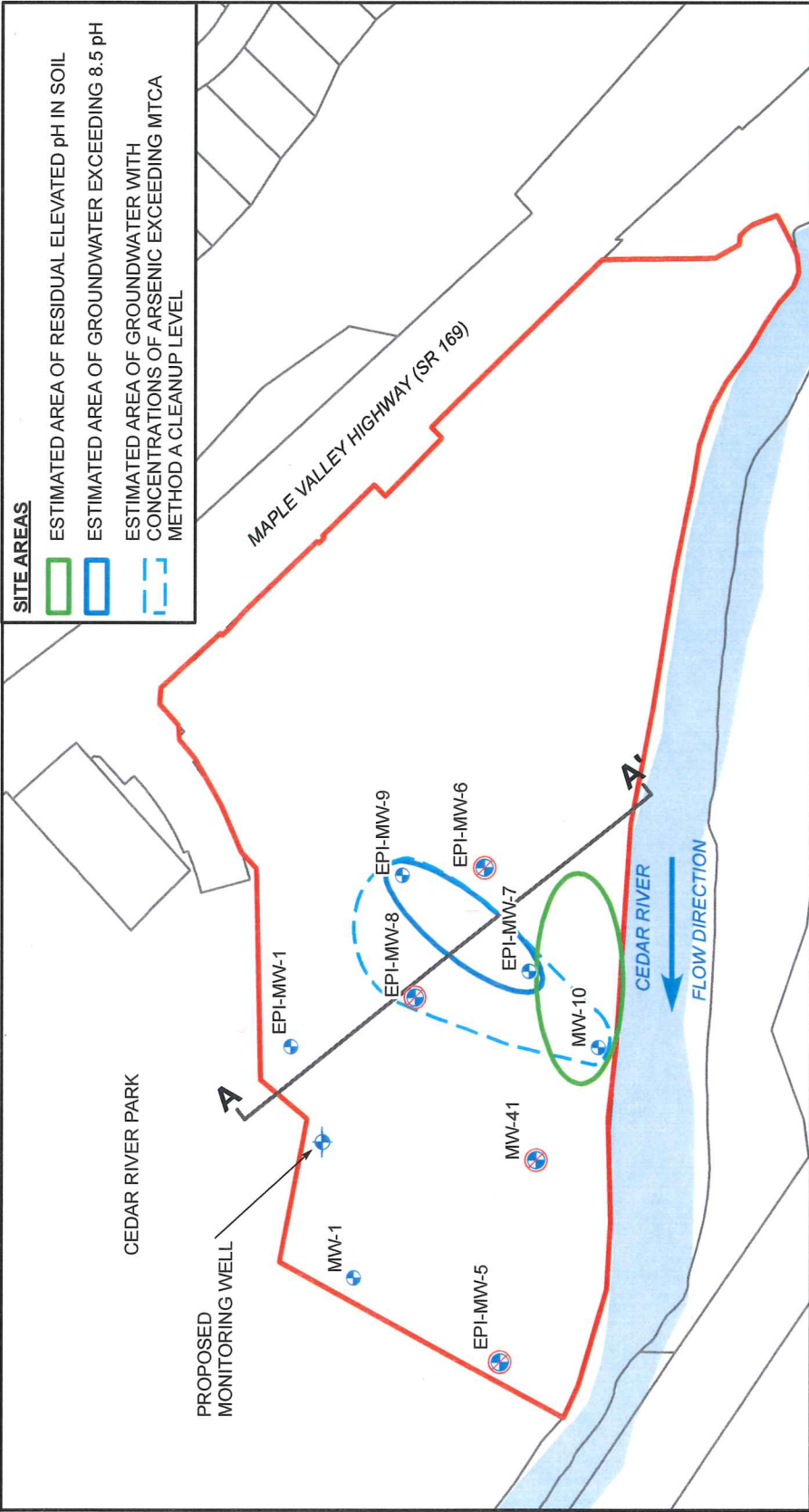


FIGURE B-1
PROPERTY MAP
OLD STONEWAY RENTON PROPERTY
1915 SOUTHEAST MAPLE VALLEY HIGHWAY
RENTON, WASHINGTON
FARALLON PN: 266-008

Drawn By: pemahiser Checked By: PK Date: 1/4/2019 Disc Reference:
Document Path: Q:\Projects\266 Gary Merino\008 Old Stoneyay\Mapfiles\FIGURE B-1 - SITE MAP.mxd

Exhibit C

MAPS ILLUSTRATING LOCATIONS OF RESTRICTIONS



LEGEND

- MONITORING WELL (INSTALLED BY EPI AND OTHERS)
- PROPOSED MONITORING WELL
- ABANDONED MONITORING WELL
- CROSS SECTION
- KING COUNTY TAX PARCEL AND NUMBER: 1723059026
- KING COUNTY PARCEL BOUNDARY

NOTES:

- ALL LOCATIONS ARE APPROXIMATE.
- FIGURES WERE PRODUCED IN COLOR. GRAYSCALE COPIES MAY NOT REPRODUCE ALL ORIGINAL INFORMATION.

FIGURE C-1

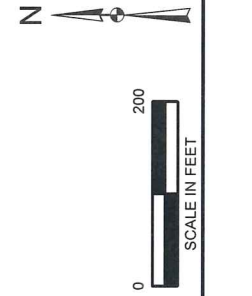
SITE PLAN

OLD STONEWAY RENTON PROPERTY
1915 SOUTHEAST MAPLE VALLEY HIGHWAY
RENTON, WASHINGTON
FARALLON PN: 266-008

Washington
Isaacson | Bellingham | Seattle
Oregon
Portland | Bend | Baker City
California
Oakland | Folsom | Irvine
Quality Services for Environmental Solutions | farallonconsulting.com

Farallon Consulting

Drawn By: pemahiser
Checked By: JC
Date: 1/4/2019
Path: O:\Projects\266 Gary Merino\008 Old Stoneway\Mapfiles\FIGURE C-1 - WORKAREAS.mxd
Disc Reference:



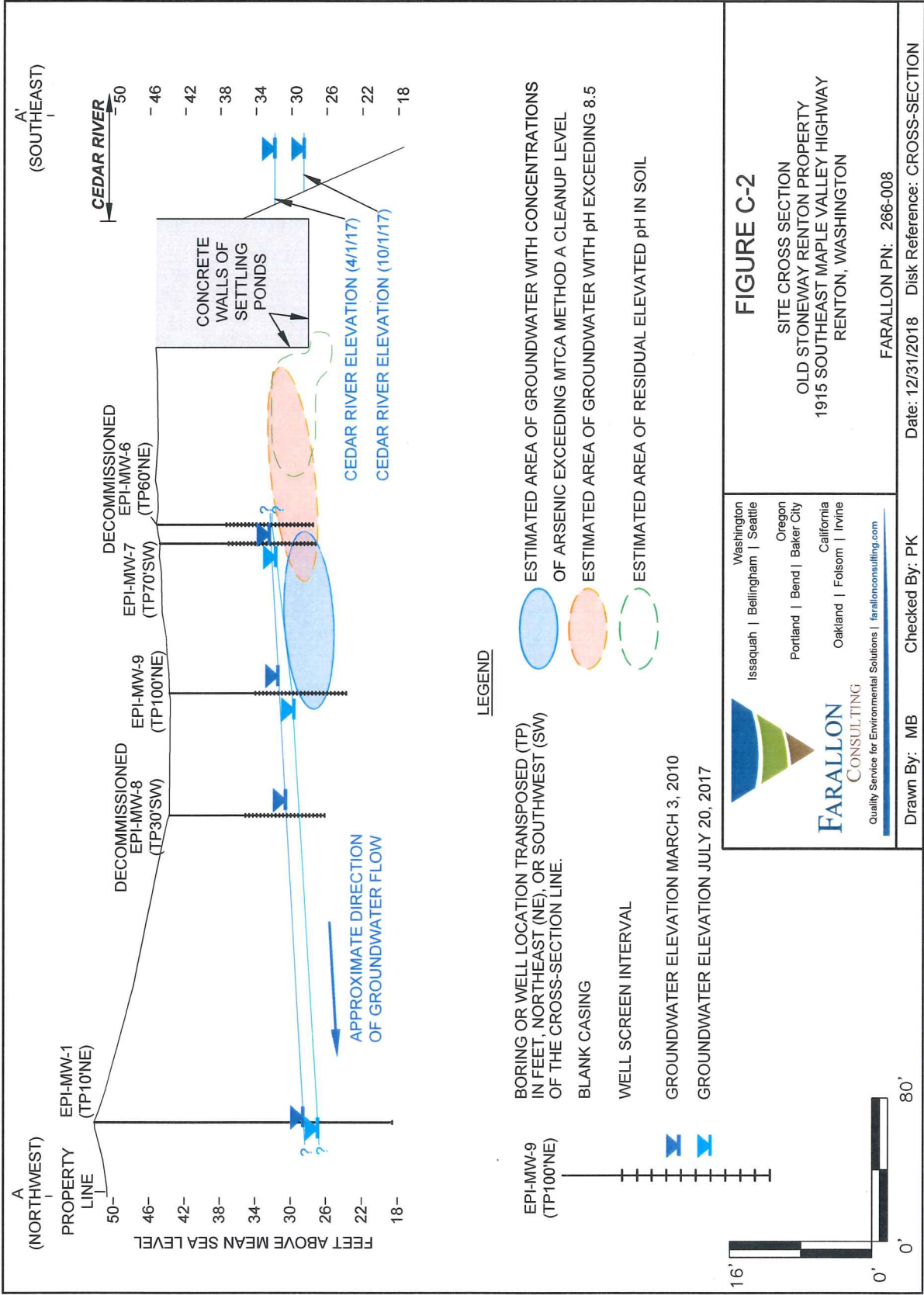


Exhibit D

CONFIRMATIONAL GROUNDWATER MONITORING PLAN

Compliance groundwater monitoring will be conducted as part of the selected cleanup action. The results of the groundwater monitoring events will be used to assess groundwater flow and gradient, and groundwater quality at the Site to ensure that the MTCA Method A cleanup level for arsenic is attained at the conditional points of compliance at the downgradient, northwestern Site boundary.

The Confirmation Groundwater Monitoring Plan (CGMP) includes the following elements:

- Monitoring Locations
 - MW-1, EPI-MW-1, EPI-MW-7, EPI-MW-10, and a new monitoring well to be installed between MW-1 and EPI-MW-1; see Figure C-1 in Exhibit C of this Covenant.
 - If any of these wells must be decommissioned during Property development, replacement monitoring wells shall be installed, at the same or similar locations approved by Ecology.
 - Any monitoring well decommissioned during Property redevelopment shall be decommissioned per WAC 173-160 standards, and a decommissioning report shall be submitted to Ecology within 30 days after completion of decommissioning.
 - Any new monitoring wells shall be constructed in accordance with WAC 173-160 standards, and a boring/well installation log shall be provided to Ecology within 30 days after completion of the well.

- Monitoring Data to be Collected:
 - Water levels
 - Samples to be tested for pH (field) and dissolved arsenic

- Monitoring Frequency
 - Annually, beginning in October 2019, for at least 5 additional years, until the time of the first periodic review by Ecology in 2024.
 - Subsequent monitoring will depend upon the results of the first periodic review.

- Sampling Procedures
 - Groundwater samples will be collected in accordance with the *Low Stress (Low Flow) Purging and Sampling Procedure for the Collection of Groundwater Samples from Monitoring Wells* dated January 19, 2010, prepared by EPA (2010). Groundwater samples will be collected directly from the pump outlet following

stabilization of the geochemical parameters in accordance with the EPA (2010) guidance for low-flow purging and sampling. Laboratory analytical results will be uploaded to Ecology's Environmental Information Management database.

- Reporting
 - Submit annual reports of water level measurements, sample analysis results, and a map showing groundwater elevation contours, pH, and dissolved arsenic to the Ecology NW Regional Office (Voluntary Cleanup Program) and to the City of Renton Water Utility (Engineering Section).
- The Grantor shall maintain clear access to the on-Property wells 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 well. Unless Ecology approves of an alternative plan in writing, the Grantor shall promptly repair the damage to any of the on-Property wells and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.

Exhibit E

OPERATION, MAINTENANCE, AND CONTINGENCY PLAN

The Grantor shall maintain clear access to the monitoring wells 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 well. Unless Ecology approves of an alternative plan in writing, the Grantor shall promptly repair the damage to any monitoring wells and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.

The Grantor shall report to Ecology within forty-eight (48) hours of the discovery of any activity that affects the integrity of the Site cleanup. Unless an alternative plan has been approved by Ecology in writing, the Grantor shall promptly repair any damage to the integrity of the Site cleanup and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.