



PERIODIC REVIEW

**Lakeshore Village Apartments
aka Lake Washington Apartments
Facility Site ID#: 2285**

**9061 Seward Park Avenue South,
Seattle, Washington**

Northwest Regional Office

TOXICS CLEANUP PROGRAM

December 2019

1.0 INTRODUCTION.....	1
2.0 SUMMARY OF SITE CONDITIONS	2
2.1 Site Description and History	2
2.2 1990s Soil Investigations	2
2.3 1990s Cleanup Actions	3
2.4 2012 Groundwater Investigations	4
2.5 Cleanup Levels.....	5
2.6 Groundwater Monitoring	5
2.7 Environmental Covenant	5
3.0 PERIODIC REVIEW.....	6
3.1 Effectiveness of completed cleanup actions	6
3.2 New scientific information for individual hazardous substances or mixtures present at the Site	7
3.3 New applicable state and federal laws for hazardous substances present at the Site	7
3.4 Current and projected site or resource use	7
3.5 Availability and practicability of more permanent remedies.....	7
3.6 Availability of improved analytical techniques to evaluate compliance with cleanup levels	7
4.0 CONCLUSIONS.....	8
5.0 REFERENCES.....	9
6.0 APPENDICES.....	10
6.1 Vicinity Map	11
6.2 Site Plan	12
6.3 Map and TPH Sampling Results at Building 35.....	13
6.4 1998 Restrictive Covenant.....	14
6.5 2013 Environmental Covenant	21
6.6 Photo Log.....	25

1.0 INTRODUCTION

This document is a review by the Washington State Department of Ecology (Ecology) of post-cleanup site conditions and monitoring data to ensure that human health and the environment are being protected at the Lakeshore Village Apartments (Site). Cleanup at this Site was implemented under the Model Toxics Control Act (MTCA) regulations, Chapter 173-340 Washington Administrative Code (WAC).

Cleanup activities at this Site were completed under the Independent Remedial Action Program (IRAP) and the Voluntary Cleanup Program (VCP). The cleanup actions resulted in concentrations of petroleum hydrocarbons remaining at the Site which exceed MTCA cleanup levels. The MTCA cleanup levels for soil are established under WAC 173-340-740. The MTCA cleanup levels for groundwater are established under WAC 173-340-720. WAC 173-340-420 (2) requires that Ecology conduct a periodic review of a site every five years under the following conditions:

- (a) Whenever the department conducts a cleanup action
- (b) Whenever the department approves a cleanup action under an order, agreed order or consent decree
- (c) Or, as resources permit, whenever the department issues a no further action opinion;
- (d) and one of the following conditions exists:
 - 1. Institutional controls or financial assurance are required as part of the cleanup
 - 2. Where the cleanup level is based on a practical quantitation limit
 - 3. Where, in the department's judgment, modifications to the default equations or assumptions using site-specific information would significantly increase the concentration of hazardous substances remaining at the site after cleanup or the uncertainty in the ecological evaluation or the reliability of the cleanup action is such that additional review is necessary to assure long-term protection of human health and the environment.

When evaluating whether human health and the environment are being protected, the factors the department shall consider include [WAC 173-340-420(4)]:

- (a) The effectiveness of ongoing or completed cleanup actions, including the effectiveness of engineered controls and institutional controls in limiting exposure to hazardous substances remaining at the Site;
- (b) New scientific information for individual hazardous substances or mixtures present at the Site;
- (c) New applicable state and federal laws for hazardous substances present at the Site;
- (d) Current and projected Site and resource uses;
- (e) The availability and practicability of more permanent remedies; and
- (f) The availability of improved analytical techniques to evaluate compliance with cleanup levels.

The Department shall publish a notice of all periodic reviews in the Site Register and provide an opportunity for public comment.

2.0 SUMMARY OF SITE CONDITIONS

2.1 Site Description and History

The former Lakeshore Village Apartments, now known as Lake Washington Apartments, is a low income housing development first constructed in 1948. The development is located at 9061 Seward Park Avenue South, Seattle, King County, Washington. The site covers approximately 16.5 acres and includes 34 buildings with 366 residential apartments.

The housing development underwent renovation in the mid-1990's to enhance living conditions in the Rainier Valley neighborhood of Seattle. The renovation project involved new ownership of the property through a joint venture of A.F. Evans Company, Inc. and South East Effective Development (SEED), a local nonprofit corporation. The Seattle Department of Housing & Human Services and Washington State Housing Trust Fund also provided input to the process. Once renovated, the property continued use as a low income residential complex, renamed the Lake Washington Apartments.

Part of the renovation process included removal of heating oil underground storage tank systems at nine locations across the development. The tanks had not been in use for many years. A.F. Evans Co. and SEED contracted to remove 18 underground storage tanks that previously had been used to store diesel heating oil (300-gallon capacity) and PS300 heating oil (1,800-gallon capacity). The 18 tanks were positioned in pairs at each of nine locations, adjacent to boiler rooms that supplied hot water radiant heat for the entire complex. Diesel oil was used to prime the boilers, and heavier oil was used once the systems were warmed up. During the tank removal process, buried drums (55-gallon capacity) containing diesel and water were found at seven of the locations. The use of the drums is unknown. Evidence of soil contamination was found during the course of tank removal.

The east boundary of the apartment complex is located approximately 200 feet west of Lake Washington. The site is nearly flat at an elevation of 25 feet above sea level. The surface of Lake Washington is at 21 feet above sea level.

2.2 1990s Soil Investigations

During the course of tank removal, petroleum product was discovered to have been released to varying degrees at all nine locations. Contamination was observed as a black oily product in a shallow fill layer beneath most buildings.

A geotechnical study was performed by Terra Associates in June 1996 to support design of new utility systems and additional structures. Five test borings were advanced to depths ranging from 20 to 44 feet below the existing grades. Groundwater was encountered in three of the borings, at 12.5 feet in B-1, at 17.0 feet in B-2, and at 32.0 feet in B-4. No groundwater was encountered at

borings B-3 and B-5, with total depths of 33 and 20 feet, respectively. Groundwater was not associated with a consistent soil series or depth across the site.

During the course of this project, nine tank excavations were performed associated with the nine boiler room locations. During the course of removing underground storage tanks and associated contamination, soil was excavated to depths of up to 15 feet. Excavations were made near geotechnical borings B-1, B-2, and B-4. In general, the series of soil layers identified during the geotechnical study was corroborated. An imported fill material consisting of varying amounts of clay, silty sand, and gravel was found overlying native soils. This fill layer ranged in thickness from 2.5 to 6.0 feet. Beneath the fill, native soils generally consisted of dark brown peat underlain by blue-gray clay. At some locations, the clay layer was overlain by a tan silty peat. Depth to the peat-clay interface ranged from 8 to 15 feet below ground surface.

Water entered many of the excavations during the tank and soil removal process, due to precipitation and broken water and sewer lines. Groundwater also may have entered excavations; however, relative amounts could not be determined. A consistent water-bearing zone was not evident across the Site at the shallow depths excavated. Some perched water may have been encountered sporadically, but impact to groundwater was not confirmed at any of the tank release locations. Dewatering was performed at various excavations, with testing prior to discharge to the King County sewer system. The test results on this excavation water showed 1.7 milligrams per liter (mg/L) of fats, oils, and grease, over the standard at the time of 1 mg/L. This was not necessarily an indication that groundwater was affected, but was cause for additional investigation of groundwater, which did not occur at the time.

2.3 1990s Cleanup Actions

Following tank removal, contaminated soil was excavated at each location based on visual evidence. Samples then were collected to verify removal of contaminated soil to meet the Model Toxics Control Act (MTCA) Method A cleanup level for total petroleum hydrocarbons (TPH), identified as diesel and heavier-than-diesel fractions. Soil contaminated with the petroleum product was removed to the extent feasible at each tank location. Soil samples from site excavations were analyzed using the Washington TPH-Diesel extended method, with separate quantization of diesel and heavier than diesel range petroleum hydrocarbons. Additional preparation was performed for selected samples based on the presence of peat which was found to introduce an organic rich matrix interference to petroleum hydrocarbon quantization.

Contaminated soil was removed at each of the nine tank locations until the Method A cleanup level of 200 milligrams per kilogram (mg/kg) was achieved, except in circumstances when either buildings or buried pipes were in danger of being undermined or other structural hazards were found. It is estimated that approximately 15 percent (180 cubic yards) of contaminated soil remains in place at the site. Of this, approximately 90 percent is located under buildings where it is protected from rainfall infiltration, which acts as a mechanism for facilitated transport.

Site work was performed during the winter months (October 1996 to February 1997) when precipitation was abundant. Pipe leaks in the extensive network of water and sewer pipes throughout the housing complex also contributed to generally wet soil conditions. Although groundwater may have been encountered during excavation activities, no consistent water-bearing zone was identified. No groundwater monitoring wells were installed as part of this project.

During the course of removal of 18 heating oil underground storage tanks plus seven associated 55-gallon drums, over 1,000 cubic yards of fuel oil contaminated soil was excavated and transported off-Site to an approved facility. It is estimated that approximately 180 cubic yards of contaminated soil remains on-Site, primarily beneath buildings, pavement, and pipe runs. Three remote fill pipes of between 75 to 100 feet in length also remain in place, following cleaning and either burial or plugging of each end. Tank excavations reached up to 10 feet deep at all locations except one, which extended 15 feet below ground surface.

The majority of contamination has been removed from the Site. Contamination that remains is almost entirely covered by buildings or pavement, which could block most contact with infiltrating precipitation; however groundwater was not investigated at that time.

2.4 2012 Groundwater Investigations

The 2010 Periodic Review concluded that groundwater had not been investigated and therefore the soil-to-groundwater pathway could be a concern. The 1998 No Further Action (NFA) determination was rescinded by Ecology in April 2010 since groundwater may have been impacted.

Soil samples collected from the bottom and sidewalls of the tank locations were below MTCA Method A soil cleanup levels, with the exception of buildings 2, 5, 12, and 35. A subsurface investigation at the former tank locations near these four buildings was performed in 2012 to determine whether or not groundwater had been impacted. Groundwater samples were below MTCA Method A groundwater cleanup levels in three of the four locations.

A groundwater sample collected near building 35 had a concentration of 1,200 micrograms per liter ($\mu\text{g/L}$) of diesel range total petroleum hydrocarbons, which exceeds the MTCA Method A groundwater cleanup level of 500 $\mu\text{g/L}$. Groundwater depths during the 2012 investigation ranged from 7 to 13 feet below ground surface.

A No Further Action (NFA) determination was issued by Ecology's Voluntary Cleanup Program in June 2013. A new Environmental Covenant was recorded with King County. Confirmational groundwater monitoring was required every five years to confirm the long-term effectiveness of the cleanup action, to be reviewed by Ecology during each Periodic Review. Three groundwater monitoring wells were installed in the vicinity of building 35 where the groundwater exceedance had been identified. No additional cleanup actions were determined to be necessary at that time.

2.5 Cleanup Levels

Cleanup at the Site was based on MTCA Method A cleanup levels for diesel and heavy oil range total petroleum hydrocarbon (TPH). Cleanup to these levels was achieved at most tank locations, except for contamination left in place adjacent to and beneath buildings or beneath limited pipe runs. A conditional point of compliance for the soil and groundwater contamination remaining, with proper isolation, containment, and control, was the accepted remedy.

2.6 Groundwater Monitoring

The December 2019 Compliance Groundwater Monitoring Technical Report indicated that no diesel-range TPH was detected in the three monitoring wells at the Site. Lube-oil range TPH was detected in wells MW-1 and MW-3 at concentrations of 320 and 310 µg/L, respectively. These concentrations are below the MTCA Method A groundwater cleanup level of 500 µg/L. The depth to groundwater in the groundwater monitoring wells ranged from 2.49 to 5.64 feet.

2.7 Environmental Covenant

It was determined that the Site was eligible for a 'No Further Action' determination if an Environmental Covenant was recorded for the property. An Environmental Covenant was recorded for the property in 2013. The 2013 Environmental Covenant, which supersedes the 1998 Restrictive Covenant, imposed the following limitations:

Section 1. No groundwater may be taken for domestic, agricultural, or any use from the Property. A portion of the Property contains diesel- and heavy oil-range total petroleum hydrocarbons contaminated soil beneath the southeast corner of Building 35. 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.

Section 2. Any activity on the Property that may substantially 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.

The 1998 Restrictive Covenant is available as Appendix 6.5. The 2013 Environmental Covenant is available as Appendix 6.6.

3.0 PERIODIC REVIEW

3.1 Effectiveness of completed cleanup actions

The Environmental Covenant was recorded, remains active, and is discoverable through the King County Auditor's Office. There is no evidence a new instrument has been recorded which limits the effectiveness or applicability of the covenant. The covenant prohibits activities that will result in the release of contaminants contained as part of the cleanup without Ecology's approval, and prohibits any use of the property that is inconsistent with the covenant. The covenant also restricts groundwater from being taken for domestic, agricultural, or any use. The covenant serves to assure the long term integrity of the surface cover and the remedial action.

Based upon the site visit conducted on December 12, 2019, the remedy at the Site continues to prevent exposure to contaminated soil and groundwater. The asphalt appeared in satisfactory condition and no repair, maintenance, or contingency actions have been required. Soils with TPH concentrations higher than MTCA cleanup levels are still present at the Site. However, the remedy (Site structures and surface cover) prevent human exposure to this contamination by ingestion or direct contact with soils. The covenant for the property will ensure that the contamination remaining is contained and controlled.

The groundwater monitoring wells appeared to be in good condition during Ecology's site visit.

A photo log is available as Appendix 6.7.

3.2 New scientific information for individual hazardous substances or mixtures present at the Site

There is no new scientific information for the contaminants related to the Site.

3.3 New applicable state and federal laws for hazardous substances present at the Site

There are no new state or federal laws applicable to hazardous substances present at the Site.

The cleanup at the Site was governed by Chapter 173-340 WAC (1996 ed.). WAC 173-340-702(12) (c) [2001 ed.] provides that,

“A release cleaned up under the cleanup levels determined in (a) or (b) of this subsection shall not be subject to further cleanup action due solely to subsequent amendments to the provision in this chapter on cleanup levels, unless the department determines, on a case-by-case basis, that the previous cleanup action is no longer sufficiently protective of human health and the environment.”

3.4 Current and projected site or resource use

The Site is still operating as a large residential apartment complex. There have been no changes in current or projected future site or resource uses.

3.5 Availability and practicability of more permanent remedies

The remedy implemented included containment of hazardous substances, and it continues to be protective of human health. While more permanent remedies may be available, they are still not practicable at this Site.

3.6 Availability of improved analytical techniques to evaluate compliance with cleanup levels

The analytical methods used at the time of the remedial action were capable of detection below selected site cleanup levels. The presence of improved analytical techniques would not affect decisions or recommendations made for the site.

4.0 CONCLUSIONS

The following conclusions have been made as a result of this periodic review:

- The cleanup actions completed at the Site appear to be protective of human health and the environment.
- Soil and groundwater cleanup levels have not been met at the standard point of compliance for the Site; however, the cleanup action has been determined to comply with cleanup standards since the long-term integrity of the isolation or containment system is ensured, and the requirements for isolation or containment technologies are being met.
- The Environmental Covenant for the property is in place and continues to be effective in protecting human health and the environment from exposure to hazardous substances and protecting the integrity of the cleanup action.
- Groundwater monitoring results indicate that contaminated groundwater (that exceeds MTCA Method A groundwater cleanup levels) is contained within the property boundary and is not migrating off the property.

Based on this periodic review, the Department of Ecology has determined that the requirements of the Environmental Covenant continue to be met. No additional cleanup actions are required by the property owner at this time. It is the property owner's responsibility to continue to inspect the site to assure that the integrity of the surface cover is maintained.

The next review for the site will be scheduled five years from the date of this periodic review. In the event that additional cleanup actions or institutional controls are required, the next periodic review will be scheduled five years from the completion of those activities.

5.0 REFERENCES

Independent Remedial Action Report, April 1997, Herrera Environmental Consultants.

Restrictive Covenant, 1998.

No Further Action Letter, June 2013, Department of Ecology.

Environmental Covenant, 2013.

Ecology Site Visit, December 2019.

Compliance Groundwater Monitoring Technical Report, December 2019, Herrera Environmental Consultants.

6.0 APPENDICES

6.1 Vicinity Map

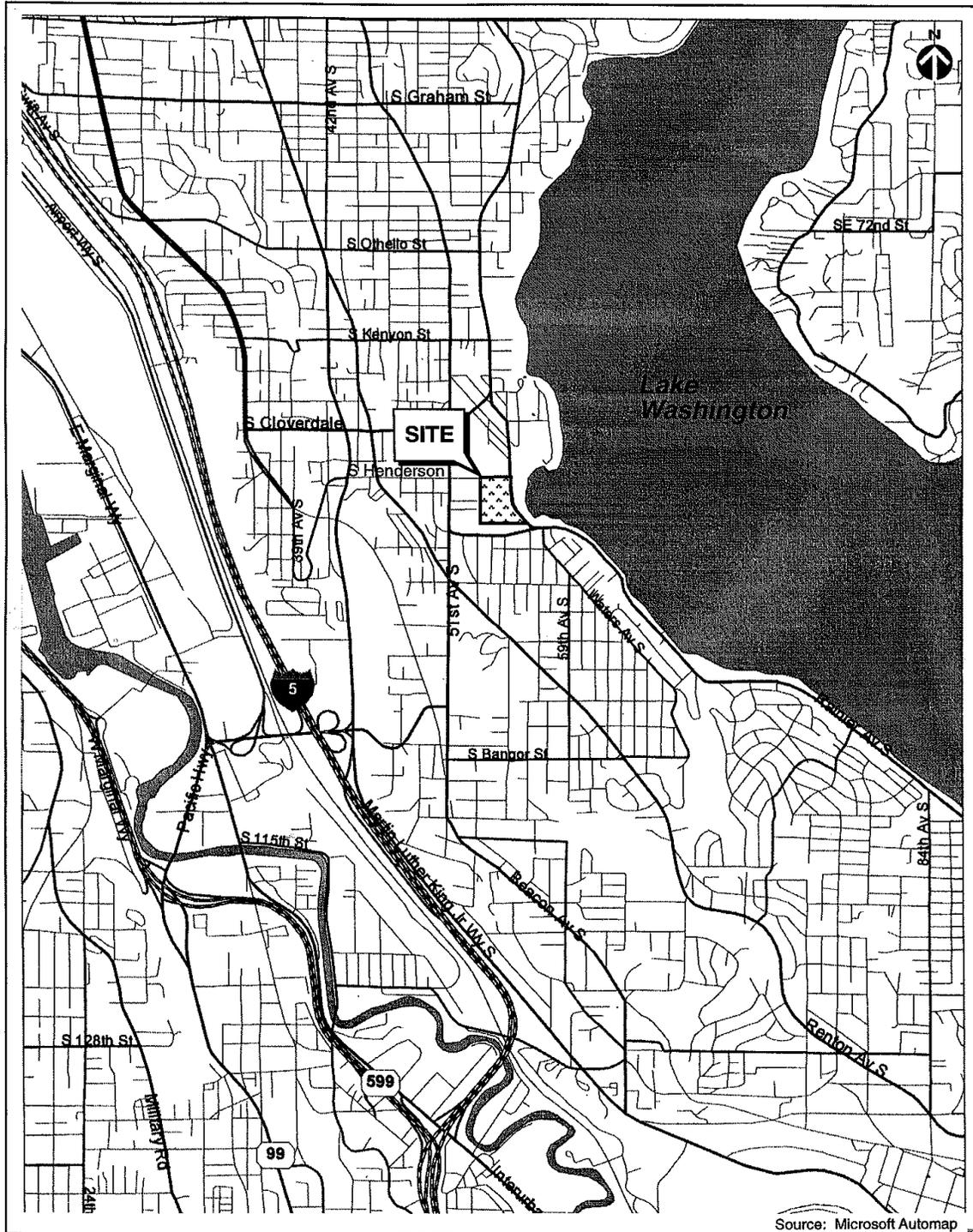


Figure 1. Seward Park Estates vicinity map, Seattle, Washington.

6.2 Site Plan

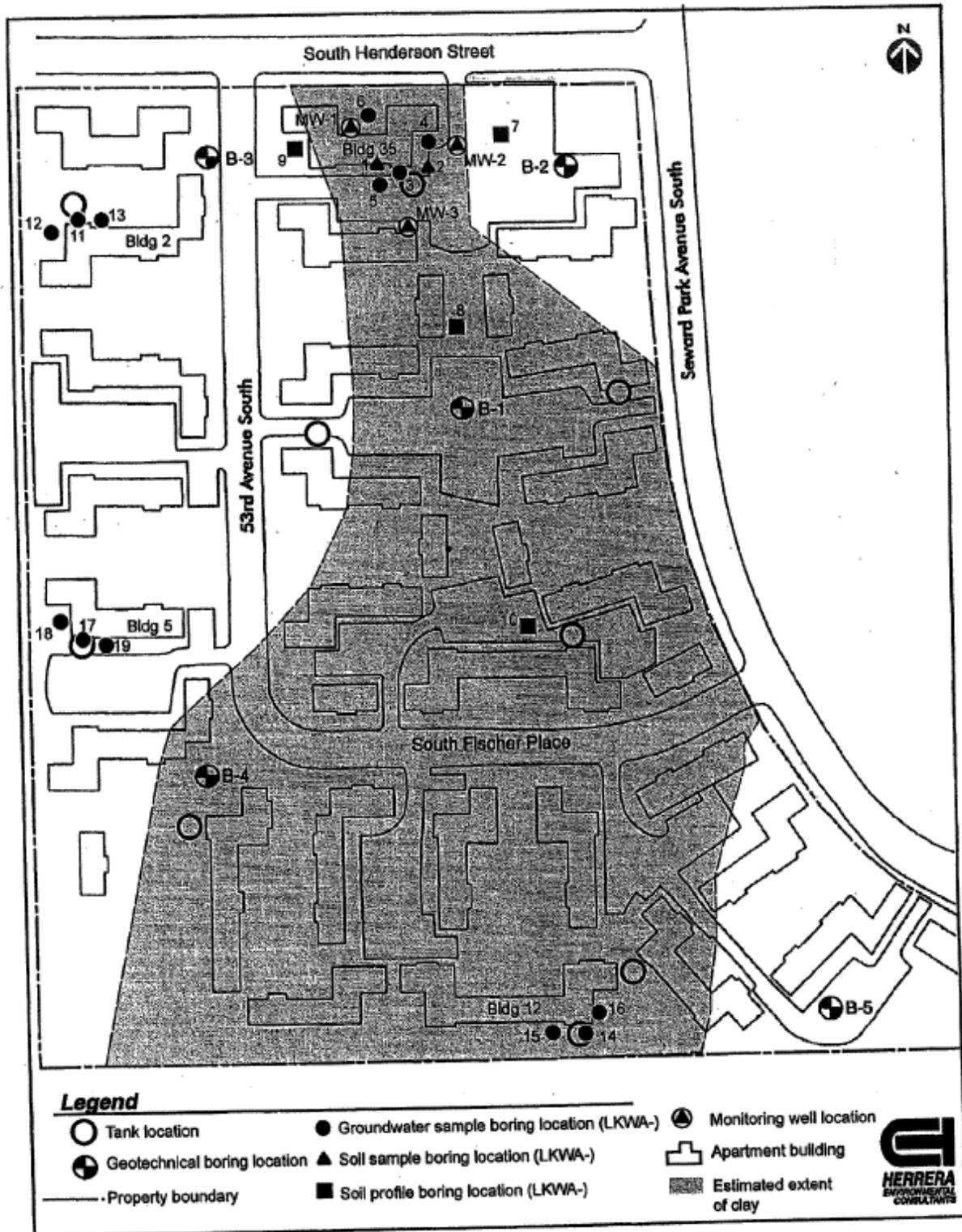


Figure 2. Monitoring well location map, Lake Washington Apartments.

6.3 Map and TPH Sampling Results at Building 35

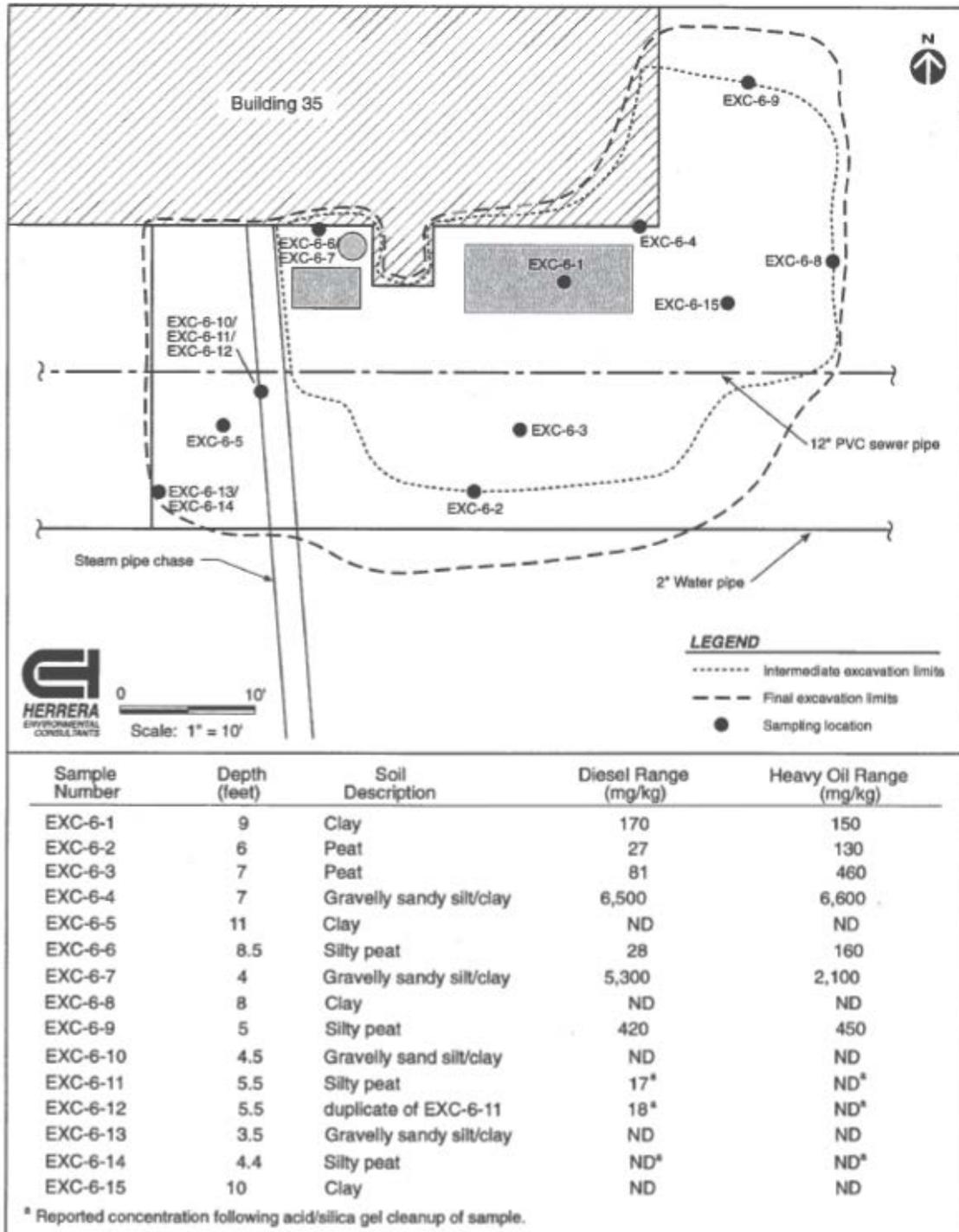


Figure 11. Tank location 6 sampling locations and TPH results.

6.4 1998 Restrictive Covenant

Return Address: Mark Kantor
Kantor Taylor McCarthy & Britzmann, P.C.
1501 Fourth Avenue, #1610
Seattle, WA 98101-1662

AUDITOR/RECORDER'S INDEXING FORM

Document Title(s): 1. Restrictive Covenant
Reference Number(s) of Documents assigned or released: _____
Grantor(s): 1. Lake Washington Limited Partnership <input type="checkbox"/> Additional names on page _____ of document.
Grantee(s): 1. State of Washington Department of Ecology 2. _____ <input type="checkbox"/> Additional names on page _____ of document.
Legal Description: Portion of Government Lot 3 in Section 35-24-4. (abbreviated) <input checked="" type="checkbox"/> Additional legal is on <u>Exhibit A</u> of document.
Assessor's Property Tax Parcel/Account Number: <u>352404-9015-01</u>

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9805121102 10:29:00 AM KING COUNTY RECORDS 307 TMS 14.00

**RESTRICTIVE COVENANT
LAKE WASHINGTON APARTMENTS
LAKE WASHINGTON LIMITED PARTNERSHIP**

This Declaration of Restrictive Covenant dated February 24, 1998 is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-34-440 by Lake Washington Limited Partnership, its successors and assigns, and the State of Washington Department of Ecology ("Ecology"), its successors and assigns.

An independent remedial action Remedial Action occurred at the property that is the subject of this Restrictive Covenant. The Remedial Action conducted at the property is described in the following documents:

1. Independent Remedial Action Report, LAKE WASHINGTON APARTMENTS Underground Storage Tank Removal, Herrera Environmental Consultants, Inc., April 16, 1997.
2. No Further Action Letter, Department of Ecology, John Bails, November 25, 1997.

These documents are on file at Ecology's Northwest Regional Office, 3190 160th Avenue SE, Bellevue, Washington.

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of diesel fuel oil, PS300 or bunker C which exceed the Model Toxics Control Act Method A Residential Cleanup Levels for soil established under WAC 173-340-740. Lake Washington Limited Partnership, is the fee owner of real property ("Property") in the County of King, State of Washington, that is subject to this Restrictive Covenant. The Property is legally described in attachment A of this restrictive covenant and made a part hereof by reference. Lake Washington Limited Partnership ("Owner") 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.

Section 1. Approximately 180 cubic yards of diesel-range and heavy-fuel oil-range petroleum contaminated soil remains on site beneath the building and the utilities. The estimates of contaminated soil volumes left in place are accurate to within 50 percent. At building 15,

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location 1, approximately 20 cubic yards of moderately contaminated soil may remain under the building and in the vicinity of the former 1800 gallon tank. At building 12, location 2, approximately 5 cubic yards of low-level contaminated soil may remain under the building and in the vicinity of the 300 gallon tank. At building 9, location 3, approximately 10-20 cubic yards may remain beneath the building and in the vicinity of both tank excavations. At building 5, location 4, approximately 50 cubic yards of moderately contaminated soil may remain under the building and at the bottoms of the former 300 gallon and the 1800 gallon tank excavations. At building 2, location 5, approximately 20 cubic yards of contaminated soil (500mg/kg TPH) may remain adjacent to the 1800 gallon tank beneath the building. An additional 5 cubic yards may remain near the former 55 gallon drum location beneath the building. At building 35, location 6, approximately 10 cubic yards of contaminated soil (200-500mg/kg TPH) may remain beneath the pipe chase and the 12-inch sewer pipe. An additional 40 cubic yards of contaminated soil remains beneath the building. At building 27, location 9, approximately 10 cubic yards of soil (500mg/kg TPH) may remain under the building adjacent to the former 1800 gallon tank. The Owner shall not alter, modify, or remove the existing structures 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.

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 Restrictive 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 Restrictive 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, and to inspect records that are related to the Remedial Action.

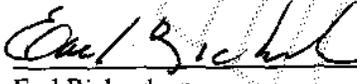
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Section 8. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Restrictive Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument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

LAKE WASHINGTON LIMITED PARTNERSHIP

By: Lake Washington Apartments L.L.C.,
a Washington limited liability company,
its General Partner

By: South East Effective Development,
a Washington nonprofit corporation,
its Manager

By 
Earl Richardson,
Executive Director

By: A.F. Evans Company, Inc., a
California corporation, Member

By 
Arthur F. Evans,
President

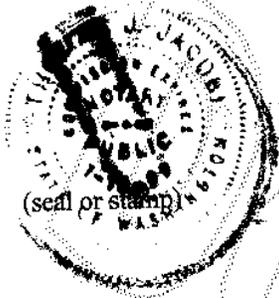
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MBK:28049.78529/8227AG01.SDA

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 10 day of March, 1998, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally, appeared EARL RICHARDSON, to me known (or proved by satisfactory evidence) to be the EXECUTIVE DIRECTOR of SOUTH EAST EFFECTIVE DEVELOPMENT, a Washington nonprofit corporation, to me known (or proved by satisfactory evidence) to be the Managing Member of Lake Washington Apartments L.L.C., a Washington limited liability company, to me known (or proved by satisfactory evidence) to be the general partner of LAKE WASHINGTON LIMITED PARTNERSHIP, the partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said nonprofit corporation on behalf of said limited liability company on behalf of said partnership for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Thomas J. Jacobi

Print Name: Thomas J. Jacobi
NOTARY PUBLIC in and for the State of
Washington, residing at Seattle
My Commission expires 1-19-99

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STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 2nd day of March, 1998, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ARTHUR F. EVANS, to me known (or proved by satisfactory evidence) to be the PRESIDENT of A.F. Evans Company, Inc., a California corporation to me known (or proved by satisfactory evidence) to be a Member of Lake Washington Apartments L.L.C., a Washington limited liability company, to me known (or proved by satisfactory evidence) to be the general partner of LAKE WASHINGTON LIMITED PARTNERSHIP, the partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation on behalf of said limited liability company on behalf of said partnership for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



(seal or stamp)

Vicki L. Miller
Print Name: VICKI L. MILLER
NOTARY PUBLIC in and for the State of
Washington, residing at Redmond, WA
My Commission expires 11/15/01

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EXHIBIT A
LEGAL DESCRIPTION

The land referred to is situated in the State of Washington, County of KING, and is described as follows:

THAT PORTION OF GOVERNMENT LOT 3, SECTION 35, TOWNSHIP 24 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, AND THE SHORELANDS OF THE SECOND CLASS IN FRONT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SAID GOVERNMENT LOT WITH THE EAST LINE OF 52ND AVENUE SOUTH AS THE SAME WAS CONDEMNED BY THE CITY OF SEATTLE IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 177159 UNDER ORDINANCE NUMBER 46529 OF SAID CITY;

THENCE NORTH 0°09'08" EAST, ALONG SAID EAST LINE, 968.28 FEET TO THE SOUTH LINE OF HENDERSON STREET AS CONDEMNED BY SAID CITY IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 135781 UNDER ORDINANCE NUMBER 39385 OF SAID CITY;

THENCE SOUTH 89°50'52" EAST, ALONG SAID SOUTH LINE 624.00 FEET TO THE WEST LINE OF 54TH AVENUE SOUTH AS THE SAME WAS CONDEMNED BY SAID CITY IN KING COUNTY SUPERIOR COURT CAUSE NUMBER 279198 UNDER ORDINANCE NUMBER 65076 OF SAID CITY;

THENCE SOUTH 2°40'40" EAST, ALONG SAID WEST LINE, 316.94 FEET TO A POINT OF CURVE;

THENCE CONTINUING ALONG SAID WEST LINE ON A CURVE TO THE LEFT WITH A RADIUS OF 735.00 FEET, AN ARC DISTANCE OF 494.53 FEET TO A POINT OF TANGENCY;

THENCE CONTINUING ALONG SAID WEST LINE, SOUTH 41°13'42" EAST 202.296 FEET TO AN INTERSECTION WITH A LINE IN PROLONGATION NORTHERLY OF THE EAST LINE OF LOT 8, BLOCK 66, RAINIER BEACH, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 8 OF PLATS, PAGE 11, IN KING COUNTY, WASHINGTON;

THENCE SOUTH 0°26'50" WEST ALONG SAID LINE IN PROLONGATION OF THE EAST LINE OF SAID LOT 8, 51.988 FEET TO THE SAID SOUTH LINE OF GOVERNMENT LOT 3;

THENCE NORTH 89°44'53" WEST ALONG SAID SOUTH LINE 955.72 FEET TO THE POINT OF BEGINNING;

EXCEPT THE NORTH 80 FEET OF THE EAST 120 FEET THEREOF.

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6.5 2013 Environmental Covenant

Restrictive Environmental Covenant

After Recording Return to:
Eugene Freeman
Department of Ecology
Northwest Regional Office
3190 160th Avenue SE
Bellevue, WA 98008-5452



Environmental Covenant

Grantor: Lake Washington Limited Partnership, a Washington Limited Partnership
Grantee: State of Washington, Department of Ecology
Legal: POR OF GL 3 LY E OF 52ND AVE S-W OF 54TH AVE S & S OF S
HENDERSON ST LESS N 80 FT OF E 120 FT; Address: 9061 Seward Park Avenue South,
Seattle, Washington
Tax Parcel Nos.: King County #3524049015
Cross Reference: NA

Grantor, Lake Washington Limited Partnership 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 ^{1st} day of August, 2013 in favor of the State of Washington Department of Ecology (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 Lake Washington Limited Partnership, its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter "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:

- Independent Remedial Action Report – Seward Park Estates Underground Storage Tank Removal, April 1997
- Site Characterization Report – Lake Washington Apartments Phase II Environmental Site Assessment, May 2012
- Lake Washington Apartments Phase II Follow-up Groundwater Characterization Technical Report, September 2012
- Compliance Monitoring Well Installation and Sampling Plan, Lake Washington Apartments, January 2013
- Compliance Groundwater Monitoring Technical Report, Lake Washington Apartments, January 2013.

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

This Covenant is required because the Remedial Action resulted in residual concentrations of diesel- and heavy oil-range total petroleum hydrocarbons which exceed the Model Toxics Control Act Method A Cleanup Level for soil established under WAC 173-340-900.

This Restrictive Covenant is required because a conditional point of compliance has been established for groundwater.

The undersigned, Lake Washington Limited Partnership, 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 follows: POR OF GL 3 LY E OF 52ND AVE S-W OF 54TH AVE S & S OF S HENDERSON ST LESS N 80 FT OF E 120 FT.

Lake Washington Limited Partnership 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 domestic, agricultural, or any use from the Property. A portion of the Property contains diesel- and heavy oil-range total petroleum

hydrocarbons contaminated soil beneath the southeast corner of Building 35. 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.

Section 2. Any activity on the Property that may substantially 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.

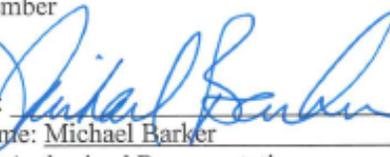
LAKE WASHINGTON LIMITED PARTNERSHIP

By: Lake Washington Apartments, LLC
Its: General Partner

By: SouthEast Effective Development
A Washington nonprofit corporation
Its: Manager

By: 
Name: Lance Matteson
Its: Executive Director
Dated: 7-29-2013

By: Bayside Washington, LLC
A Washington limited liability company
Its: Member

By: 
Name: Michael Barker
Its: Authorized Representative
Dated: 7/26/2013

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY



Dated: 8-12-13

6.6 Photo Log

Photo 1: Entrance of Lake Washington Apartments



Photo 2: Building 5 (contaminated soil remains)



Photo 3: Building 2 (contaminated soil remains)



Photo 4: Building 35 (contaminated soil and groundwater remains)



Photo 5: Building 12 (contaminated soil remains)



Photo 6: Groundwater monitoring well

