

Electronic Copy

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AUDITOR, Pierce County, WASHINGTON

Name & Return Address:
Erica A. Doctor
1201 Pacific Avenue, Suite 1900
Tacoma, WA 98402

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

Document Title(s) Enviromental Covenant
Grantor(s) 155 Tremont Avenue LLC ____ Additional Names on Page ____ of Document
Grantee(s) State of Washington, Department of Ecology (hereafter "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) BEG ON W LI OF PORTLAND AVE AT A PT 1038 FT N OF S LI OF SEC TH PAR WITH SD S LI N 88 DEG 34 MIN W 337 FT TH N 01 DEG 42 MIN E 229.41 FT TH S 88 DEG 34 MIN E 78.55 FT TH S 64 DEG 48 MIN E 115 FT TH S 87 DEG 48 MIN E 153 FT TO SD W LI OF PORTLAND AVE TH S 01 DEG 42 MIN W 181 FT TO BEG EXC W 25 FT THEREOF EASE OF RECORD Complete Legal Description on Page ____ of Document
Auditor's Reference Number(s)
Assessor's Property Tax Parcel/Account Number(s) 0319034012
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. _____ 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.



RECEIVED

FEB 18 2020

VANDEBERG JOHNSON & GANDARA

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47775 • Olympia, Washington 98504-7775 • 360-407-6300
Call 711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

February 13, 2020

Erica Doctor, Attorney at Law
Representing Vinson Latimore
Vandenberg, Johnson & Gandara, LLP
1201 Pacific Ave., Suite 1900
Tacoma, WA 98401-1315

Re: Transmittal of Signed Environmental Covenant

- **Site Name:** Gibraltar Senior Living
- **Site Address:** 10816 18th Ave E, Tacoma, Pierce County, WA 98445
- **Facility/Site No.:** 6607
- **Cleanup Site No.:** 12686
- **VCP Project No.:** SW1472

Dear Erica Doctor:

The Washington State Department of Ecology (Ecology) has signed an environmental covenant (EC) on February 12, 2020, affecting Pierce County tax parcel number 0319034012. This letter transmits the hard copy of the signed EC (Enclosure A). Pierce County had no comments on the EC in an email dated February 5, 2020, (attached as Enclosure B).

Record the EC with Pierce County, keep a copy of the recorded EC for your records, and submit the original (wet signature) recorded EC to Ecology at:

Tim Mullin
Toxics Cleanup Program
Department of Ecology
PO Box 47775
Olympia, WA 98504-7775

Contact Information

If you have any questions about this transmittal, please contact me at (360) 407-6265 or at tim.mullin@ecy.wa.gov.

Sincerely,



Tim Mullin, LHG
Toxics Cleanup Program
Southwest Regional Office

TCM/tam

Enclosures (2): A – Environmental Covenant
 B – Email Correspondence

By certified mail: 9489 0090 0027 6092 9868 53

cc: Vinson Latimore
 Elizabeth Rachman, Atlas Geosciences NW
 Nicholas Acklam, Ecology (by email)
 Ecology Site File

Enclosure A

Environmental Covenant

**Auditor's notation
to facilitate
scanning process**

**Auditor's notation
to facilitate
scanning process**

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for double-sided copying.*

RECEIVED

FEB 06 2020

WA State Department
of Ecology (SWRO)

After Recording Return
Original Signed Covenant to:
Tim Mullin
Toxics Cleanup Program
Department of Ecology
PO Box 47775
Olympia, WA 98504-7775

Environmental Covenant

Grantor	155 Tremont Avenue LLC
Grantee	State of Washington, Department of Ecology (hereafter "Ecology")
Legal Description	BEG ON W LI OF PORTLAND AVE AT A PT 1038 FT N OF S LI OF SEC TH PAR WITH SD S LI N 88 DEG 34 MIN W 337 FT TH N 01 DEG 42 MIN E 229.41 FT TH S 88 DEG 34 MIN E 78.55 FT TH S 64 DEG 48 MIN E 115 FT TH S 87 DEG 48 MIN E 153 FT TO SD W LI OF PORTLAND AVE TH S 01 DEG 42 MIN W 181 FT TO BEG EXC W 25 FT THEREOF EASE OF RECORD
Tax Parcel No.	0319034012
Reference Nos. of Related Documents	NA

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 the Uniform Environmental Covenants Act ("UECA"), chapter 64.70 RCW.
- b. The property that is the subject of this Covenant is part of a site known as Gibraltar Senior Living. The property, located at 10816 18th Avenue East, Pierce County, Washington ("Property"), owned by 155 Tremont Avenue LLC ("155 Tremont Avenue") is the source property of contamination associated with underground heating oil tanks. The Property is legally described in Exhibit A and illustrated in Exhibit B, both of which are attached. If there are differences between these two 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 concentrations of contaminants identified exceeding MTCA cleanup levels will remain on the Property after completion of remedial actions. Specifically, the following principal contaminants remain on the Property:

Medium	Principal Contaminants Present
Soil	Diesel-Range Total Petroleum Hydrocarbons
Groundwater	N/A
Surface Water/Sediment	N/A
Air	N/A

- d. It is the purpose of this Covenant to restrict certain activities at the Property 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 Ecology.

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

155 Tremont Avenue, as Grantor and fee simple owner of the Property, hereby grants to 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 the 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 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 any portion of the Property without providing for the continued adequate and complete operation, maintenance, and monitoring of the remedial action and continued compliance with this Covenant.

d. Leases. Grantor shall restrict any lease for any portion of the Property to activities consistent with this Covenant and notify all lessees of the restrictions on 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 thirty (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. The remedial action for the Property consists of containing possibly contaminated soil under caps consisting of building foundations and asphalt pavement, as illustrated in Exhibit B. The primary purpose of these caps is to prevent exposure to possible residual contaminants in soil. As such, the following restrictions shall apply within the areas

illustrated in Exhibit B. (1) Any activity on the Property that will compromise the integrity of the caps, including drilling, digging, grading, excavation, installation of underground utilities, removal of a cap, or application of loads exceeding the caps' load-bearing capacity, is prohibited without Ecology's prior written approval. In addition, Grantor shall report any damage to the caps to Ecology within forty-eight (48) hours of discovery, and shall promptly repair the damage and submit a report documenting this work to Ecology within thirty (30) days of completion, unless Ecology approves an alternative plan in writing, and excluding the asphalt road. (2) Grantor shall not alter or remove existing structures on the Property in any manner that would expose possibly contaminated soil, result in a release of contaminants to the environment, or create a new exposure pathway without Ecology's prior written approval. Should Grantor propose to removal all or a portion of the existing structures illustrated in Exhibit B so that access to the underlying contamination becomes feasible, Ecology may require investigation and treatment or removal of the underlying possibly contaminated soil. In the event Grantor undertakes earthwork or similar activities, contaminated soils, if encountered, will be managed in accordance with the Contaminated Soils Management Plan included as Exhibit H. Cap monitoring will be conducted as proposed in the Cap Management Plan included as Exhibit I.

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 action, and enforce compliance with this Covenant and those actions, including the right to take samples, inspect the 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 interest within the area of the Property described and illustrated in Exhibit B, including but not limited to title, easement, leases, and security or other interests, must:

- i. Provide written notice to Ecology of the intended conveyance 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: THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON [DATE] AND RECORDED WITH THE PIERCE COUNTY AUDITOR UNDER RECORDING NUMBER [RECORDING NUMBER]. ACTIVITIES ON 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 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 (such as 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 twenty-four (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.

<p>Vinson Latimore 436 W. Bakerview Road, Suite 102 Bellingham, WA 98226 (253) 537-5395 vbl@gibraltarseniorliving.com</p> <p>With a copy to: Erica A. Doctor Vandeberg Johnson & Gandara, LLP 1201 Pacific Avenue, Suite 1900 Tacoma, WA 98401 (253) 591-8563 eddoctor@vjglaw.com</p>	<p>Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 Olympia, WA 98504-7600 (360) 407-6000 ToxicsCleanupProgramHQ@ecy.wa.gov</p>
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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 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 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 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 that 155 Tremont Avenue holds title to the Property and has authority to execute this Covenant.

EXECUTED this 31 day of January, 2020.

155 TREMONT AVENUE LLC



By: Vinson Latimore, corporate acknowledgment
Title: Member

STATE OF WASHINGTON
COUNTY OF Puice

On this 31st day of January, 2020, I certify that Vinson Latimore personally appeared before me, acknowledged that he is the managing member of the limited liability company that executed

the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument for said limited liability company.



eat

Notary Public in and for the State of Washington

Residing at Tacoma, WA

My appointment expires 11/17/2021

The Department of Ecology hereby accepts the status as GRANTEE and HOLDER of the above Environmental Covenant.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Rebecca S. Lawson

By: Rebecca S. Lawson

Title: Section Manager

Dated: 2-12-2020

STATE OF WASHINGTON

COUNTY OF THURSTON

On this 12th day of February, 2020, I certify that Rebecca S. Lawson personally appeared before me, acknowledged that **he/she** is the SWRO TCP Section Manager of the state agency that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that **he/she** was authorized to execute said instrument for said state agency.



Treasure A Mitchell

Notary Public in and for the State of Washington

Residing at McCleary, WA

My appointment expires 8/02/2023

Exhibit A

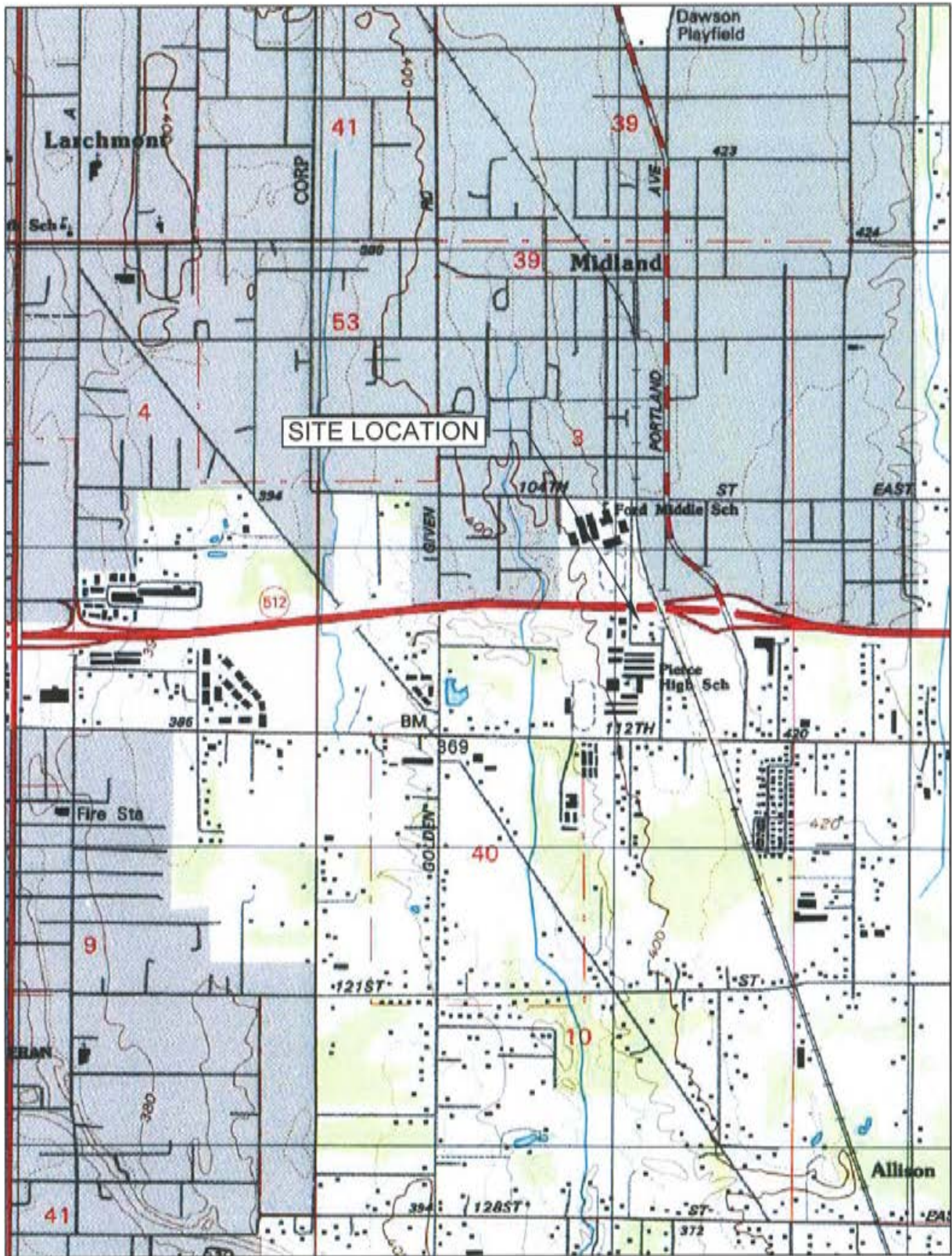
LEGAL DESCRIPTION

**BEG ON W LI OF PORTLAND AVE AT A PT 1038 FT N OF S LI OF SEC TH PAR
WITH SD S LI N 88 DEG 34 MIN W 337 FT TH N 01 DEG 42 MIN E 229.41 FT TH S 88
DEG 34 MIN E 78.55 FT TH S 64 DEG 48 MIN E 115 FT TH S 87 DEG 48 MIN E 153 FT
TO SD W LI OF PORTLAND AVE TH S 01 DEG 42 MIN W 181 FT TO BEG EXC W 25
FT THEREOF EASE OF RECORD**

Exhibit B

PROPERTY MAP

**Auditor's notation
to facilitate
scanning process**



BASEMAP TAKEN FROM TACOMA SOUTH, WASHINGTON 7.5-MINUTE QUADRANGLE, 1997



ATLAS
GEOSCIENCES
NW

P.O. BOX 1009
SUMNER, WA 98390

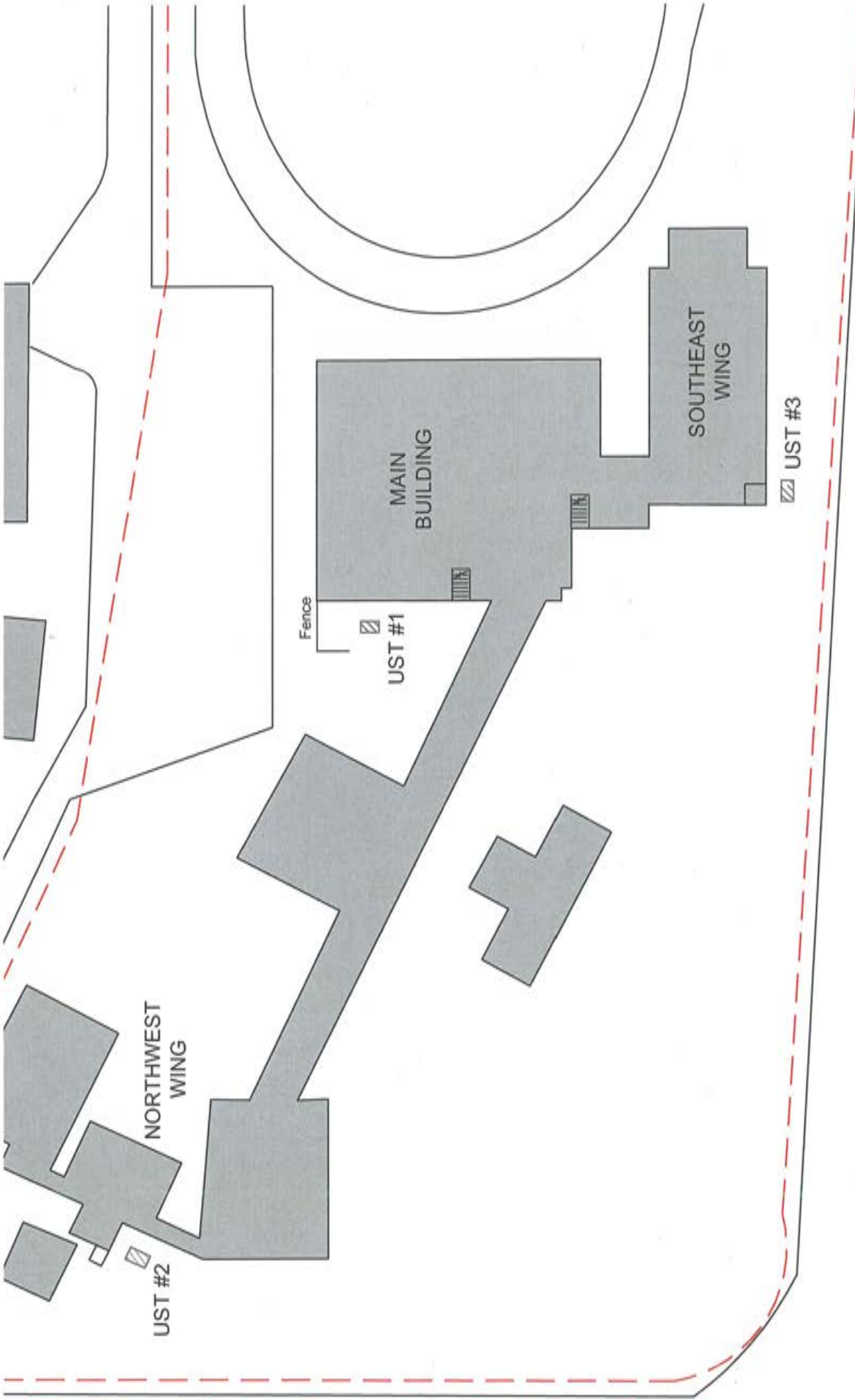
DRAWN BY: ER
PROJ. NO:
2019-002
DATE:
FEBRUARY 2019
APPROX SCALE:
1 : 24,000
PRJ MGR: ER

SITE VICINITY MAP

FIGURE 1

GIBRALTAR SENIOR LIVING

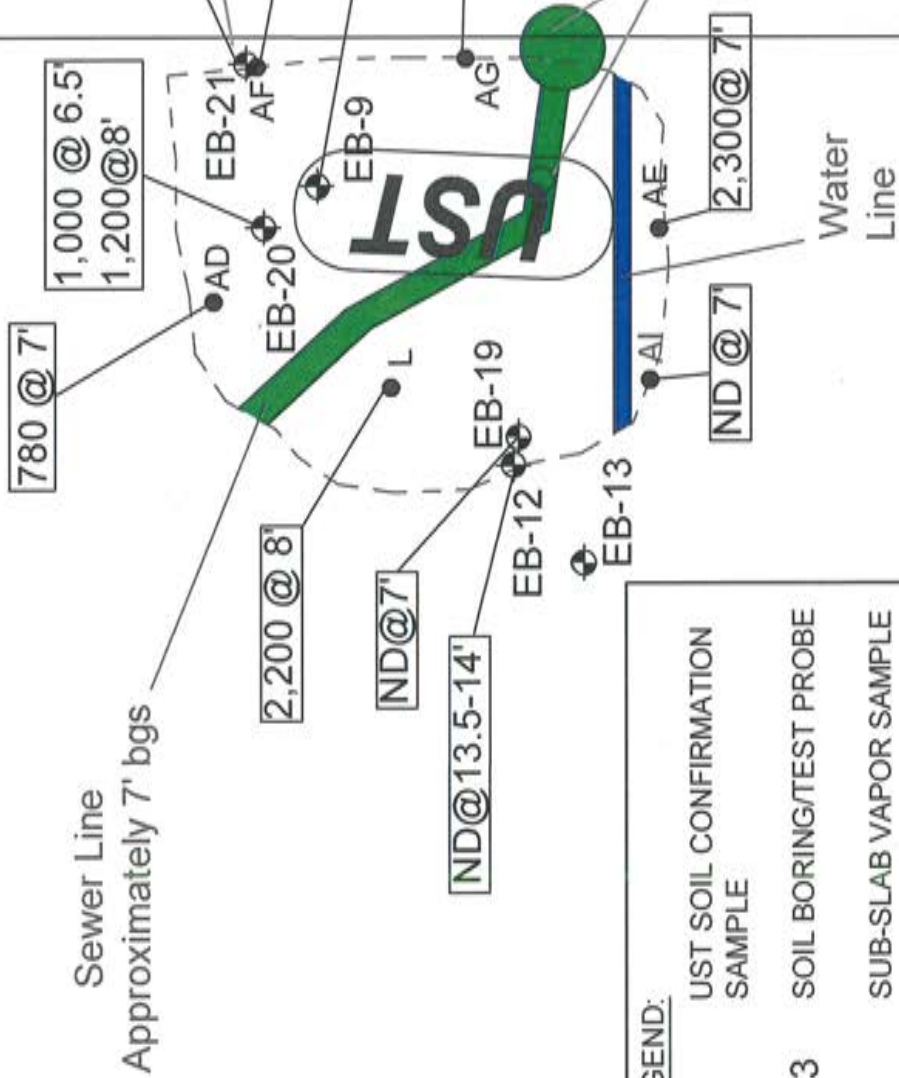
10816 - 18TH AVENUE EAST
TACOMA, WASHINGTON



FRANKLIN PIERCE
HIGH SCHOOL

DRAWN BY: ER

SITE PLAN



SSV-3
200 @ 7'

Electrical conduit on building exterior

Building with basement

3,400 @ 7'

ND @ 8.5-9'

1,300 @ 7'

Approximate location of sewer sump and clean out

Approximate basement extent

1,000 @ 6.5'

1,200 @ 8'

EB-21

AF

EB-9

AGI

Water Line

2,300 @ 7'

AE

AI

ND @ 7'

EB-13

EB-12

EB-19

L

EB-20

AD

780 @ 7'

2,200 @ 8'

ND @ 7'

ND @ 13.5-14'

Sewer Line
Approximately 7' bgs

LEGEND:

- L UST SOIL CONFIRMATION SAMPLE
- ⊕ EB-13 SOIL BORING/TEST PROBE
- SSV-3 SUB-SLAB VAPOR SAMPLE

NOTE: RESULTS ARE REPORTED IN MILLIGRAMS PER KILOGRAM (MG/KG)

DRAWN BY:	ER
PROJ. NO.:	2019-002
DATE:	MARCH 2019
APPROX. SCALE:	SEE ABOVE
PRJ. MGR:	ER

ATLAS GEOSCIENCES NW

P.O. BOX 1009
SUMNER, WA 98390

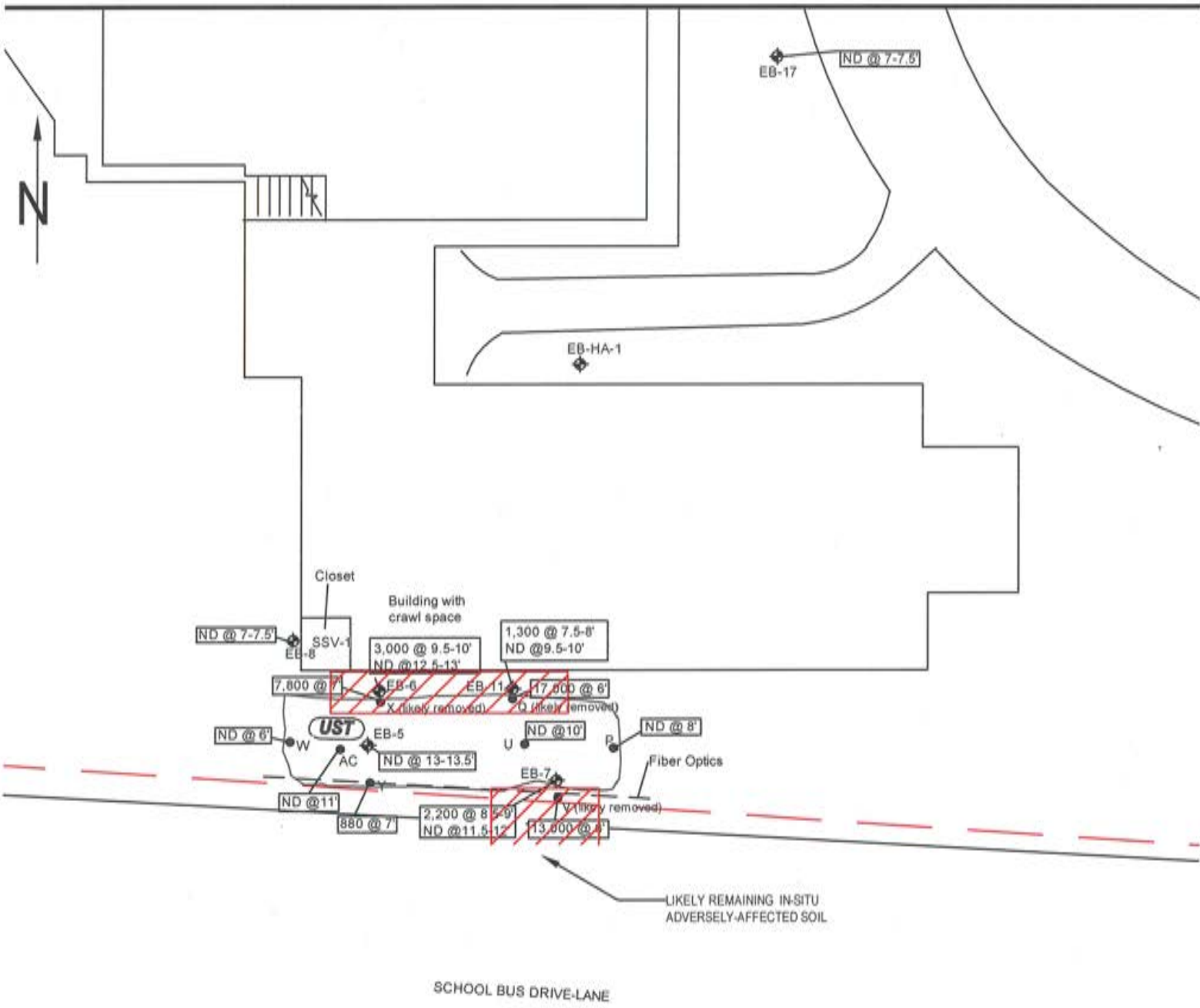


UST #1 EXPLORATION PLAN

FIGURE 3

GIBALTAR SENIOR LIVING (VCP No. SW1472)

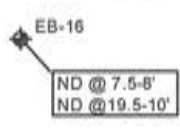
10816 - 18TH AVENUE EAST
TACOMA, WASHINGTON



LEGEND:

- UST SOIL CONFIRMATION SAMPLE
- ◆ SOIL BORING/TEST PROBE
- SITE BOUNDARY

NOTE: RESULTS REPORTED IN MILLIGRAMS PER KILOGRAM (MG/KG)



	ATLAS GEOSCIENCES NW P.O. BOX 1009 SUMNER WA 98390	DRAWN BY: ER	UST #3 EXPLORATION PLAN	FIGURE 5
		PROJ. NO: 2019-002	GIBRALTAR SENIOR LIVING (VCP No. SW1472) 10816 - 18TH AVENUE EAST TACOMA, WASHINGTON	
DATE: AUGUST 2019				
APPROX SCALE: SEE ABOVE				
PRJ MGR: ER				

Exhibit C

SUBORDINATION AGREEMENT – JOSEPH O. CHAN TRUST, AS SOLE ASSIGNEE TO MIDLAND MANOR, LLC

KNOW ALL PERSONS, that the Joseph O. Chan Trust, as sole assignee to Midland Manor, LLC, the owner and holder of that certain Deed of Trust dated December 8, 2011, executed by 155 Tremont Avenue LLC, owner, and recorded in the office of the Pierce County Auditor on December 9, 2011 under Auditor's File Number 201112090485, does hereby agree that said Instrument shall be subordinate to the interest of the State of Washington, Department of Ecology, under the environmental (restrictive) covenant dated 1/29/2020, executed by 155 Tremont Avenue LLC and recorded in Pierce County, Washington under Auditor's File Number _____.

Joseph Chan

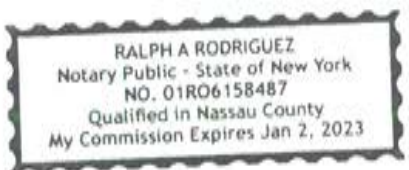
By: Joseph Chan

Title: Manager/Trustee Joseph Chan IRT

Dated: 1/29/2020

STATE OF New York
COUNTY OF New York

On this 29 day of JANUARY, 2020, I certify that JOSEPH CHAN personally appeared before me, acknowledged that **he/she** is the Trustee 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.



Ralph Rodriguez
Notary Public in and for the State of ~~Washington~~ NEW YORK
Residing at CHAS BRANCH Bldg 6 3rd Fl
My appointment expires 01-02-2023

Exhibit D

**SUBORDINATION AGREEMENT – SEATTLE ECONOMIC DEVELOPMENT FUND
DEED OF TRUST**

KNOW ALL PERSONS, that Seattle Economic Development Fund, the owner and holder of that certain Deed of Trust dated December 8, 2011, executed by 155 Tremont Avenue LLC, owner, and recorded in the office of the Pierce County Auditor on December 9, 2011 under Auditor's File Number 201112090486, does hereby agree that said Instrument shall be subordinate to the interest of the State of Washington, Department of Ecology, under the environmental (restrictive) covenant dated _____, executed by 155 Tremont Avenue LLC and recorded in Pierce County, Washington under Auditor's File Number _____.



By: Joe Sky-Tucker

Title: CEO

Dated: 01/31/2020

STATE OF WA
COUNTY OF Pierce

On this 31 day of January, 2020, I certify that Joe Sky-Tucker personally appeared before me, acknowledged that **he/she** is the CEO 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.

Chloe Tang
Notary Public in and for the State of Washington
Residing at King
My appointment expires Feb 16, 2023

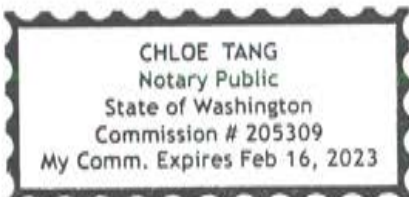


Exhibit E

SUBORDINATION AGREEMENT – SEATTLE ECONOMIC DEVELOPMENT FUND

ASSIGNMENT OF RENTS

KNOW ALL PERSONS, that Seattle Economic Development Fund, the owner and holder of that certain Assignment of Rents dated December 8, 2011, executed by 155 Tremont Avenue LLC, owner, and recorded in the office of the Pierce County Auditor on December 9, 2011 under Auditor’s File Number 201112090487, does hereby agree that said Instrument shall be subordinate to the interest of the State of Washington, Department of Ecology, under the environmental (restrictive) covenant dated _____, executed by 155 Tremont Avenue LLC and recorded in Pierce County, Washington under Auditor’s File Number _____.



By: Joe Sky-Tucker

Title: CEO

Dated: 01/31/2020

STATE OF WA
COUNTY OF Pierce

On this 31 day of January, 2020, I certify that Joe Sky-Tucker personally appeared before me, acknowledged that **he/she** is the CEO 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.

Chloe Tang
Notary Public in and for the State of Washington
Residing at King
My appointment expires Feb 16, 2023



Exhibit F

SUBORDINATION AGREEMENT – PIERCE COUNTY COMMUNITY INVESTMENT CORPORATION

KNOW ALL PERSONS, that Pierce County Community Investment Corporation, the owner and holder of that certain Deed of Trust dated December 8, 2011, executed by 155 Tremont Avenue LLC, owner, and recorded in the office of the Pierce County Auditor on December 9, 2011 under Auditor's File Number 201112090491, does hereby agree that said Instrument shall be subordinate to the interest of the State of Washington, Department of Ecology, under the environmental (restrictive) covenant dated _____, executed by 155 Tremont Avenue LLC and recorded in Pierce County, Washington under Auditor's File Number _____.

[Signature]
By: David J. Winters
Title: President
Dated: 1-30-2020

STATE OF WA
COUNTY OF Pierce

On this 30th day of January, 2020, I certify that David J. Winters personally appeared before me, acknowledged that he/she is the 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]
Notary Public in and for the State of Washington
Residing at Tacoma, WA
My appointment expires 11/17/2021



Exhibit G

SUBORDINATION AGREEMENT – JOSEPH O. CHAN TRUST, AS SOLE ASSIGNEE TO MIDLAND MANOR, LLC

KNOW ALL PERSONS, that the Joseph O. Chan Trust, as sole assignee to Midland Manor, LLC, the owner and holder of that certain Third Deed of Trust dated December 9, 2011, executed by 155 Tremont Avenue LLC, owner, and recorded in the office of the Pierce County Auditor on December 9, 2011 under Auditor's File Number 201112090492, does hereby agree that said Instrument shall be subordinate to the interest of the State of Washington, Department of Ecology, under the environmental (restrictive) covenant dated 1/29/2020, executed by 155 Tremont Avenue LLC and recorded in Pierce County, Washington under Auditor's File Number _____.

Joseph Chan

By: Joseph Chan

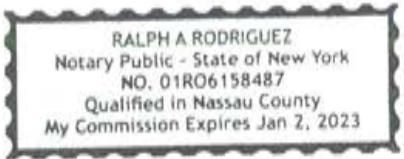
Title: Trustee of Joseph Chan TRT

Dated: 1/29/2020

STATE OF NEW YORK
COUNTY OF NEW YORK

On this 29 day of JANUARY, 2020, I certify that JOSEPH CHAN personally appeared before me, acknowledged that he/she is the Trustee 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.

Ralph Rodriguez
Notary Public in and for the State of Washington NEW YORK
Residing at CHASE BANK B'WY + 32ND
My appointment expires 01.23.2023





ATLAS GEOSCIENCES NW

CONTAMINATED MEDIA MANAGEMENT PLAN

Gibraltar Senior Living
10816 – 18th Avenue East
Tacoma, Washington
Ecology VCP No. SW1472

The findings of subsurface investigations at the above-referenced site have indicated that residual petroleum-affected soils likely remain in the locations of former UST #2 and former UST #3, as depicted in Exhibit B. Residual petroleum-affected soils at the location of former UST #2 are present within 4 feet of the western portion of the Women's Wing of the building. Residual petroleum-affected soils located at former UST #3 are present within 5 feet of the southern portion of the Men's Wing of the building and beneath a fiber optics utility line and the south-adjointing school bus drive-lane.

Residual petroleum-affected soils are contained beneath caps depicted in Exhibit B. At least 30 days prior to performing cap-disrupting site development activities, the owner of the property will notify the Washington Department of Ecology ("Ecology") of the work proposed and will provide to Ecology (1) a site development plan showing the location of development activities; and (2) a site-specific contaminated media management plan based on the proposed development activity. In the event that earthwork is performed, the caps removed, and petroleum-affected soils exposed, excavated soils will be segregated based on field screening results and observations, soil samples will be analyzed for the appropriate analytes in accordance with Table 830-1 of Washington Administrative Code (WAC) 173-340, *Required Testing for Petroleum Releases*, and the excavated soils will be handled in accordance with the reuse criteria outlined in Table 12.1 of the *Guidance for Remediation of Petroleum Contaminated Sites* (Ecology, 2016).

Please feel free to contact me by email at lrachman@atlasgeonw.com or by phone at 253-237-7366, ext. 102 with any questions.

Sincerely,
ATLAS GEOSCIENCES NW


Elizabeth Rachman, L.G., L.Hg.
Principal Hydrogeologist

Exhibit I

CAP MANAGEMENT PLAN

**Auditor's notation
to facilitate
scanning process**



ATLAS GEOSCIENCES NW

CAP MANAGEMENT PLAN

Gibraltar Senior Living
10816 – 18th Avenue East
Tacoma, Washington
Ecology VCP No. SW1472

The findings of subsurface investigations at the above-referenced site have indicated that residual petroleum-affected soils likely remain in the locations of former UST #2 and former UST #3, as depicted in Exhibit B. Residual petroleum-affected soils at the location of former UST #2 are present within 4 feet of the western portion of the Women's Wing of the building. Residual petroleum-affected soils at the former UST #3 are present within 5 feet of the southern portion of the Men's Wing of the building and beneath a fiber optics utility line and the south-adjointing school bus drive-lane. The residual petroleum-affected soils are covered by the building foundation and the asphalt drive lane, and are sufficiently capped to protect human health and the environment.

In order to monitor the caps covering the residual petroleum-affected soils, photographs will be taken on a semi-annual basis and submitted to the Washington Department of Ecology ("Ecology") with an annual letter verifying the condition of the caps.

In the event that a cap is damaged or removed, the property owner will notify Ecology within 48 hours and will restore or repair the damaged cap to the condition it was in prior to the damage.

In the event that redevelopment or other earthwork is planned that will involve the removal of the caps, either temporarily or permanently, the property owner will notify Ecology at least 30 days in advance of the work.

Please feel free to contact me by email at lrachman@atlasgeonw.com or by phone at 253-237-7366, ext. 102 with any questions.

Sincerely,
ATLAS GEOSCIENCES NW

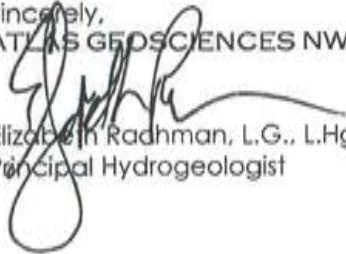
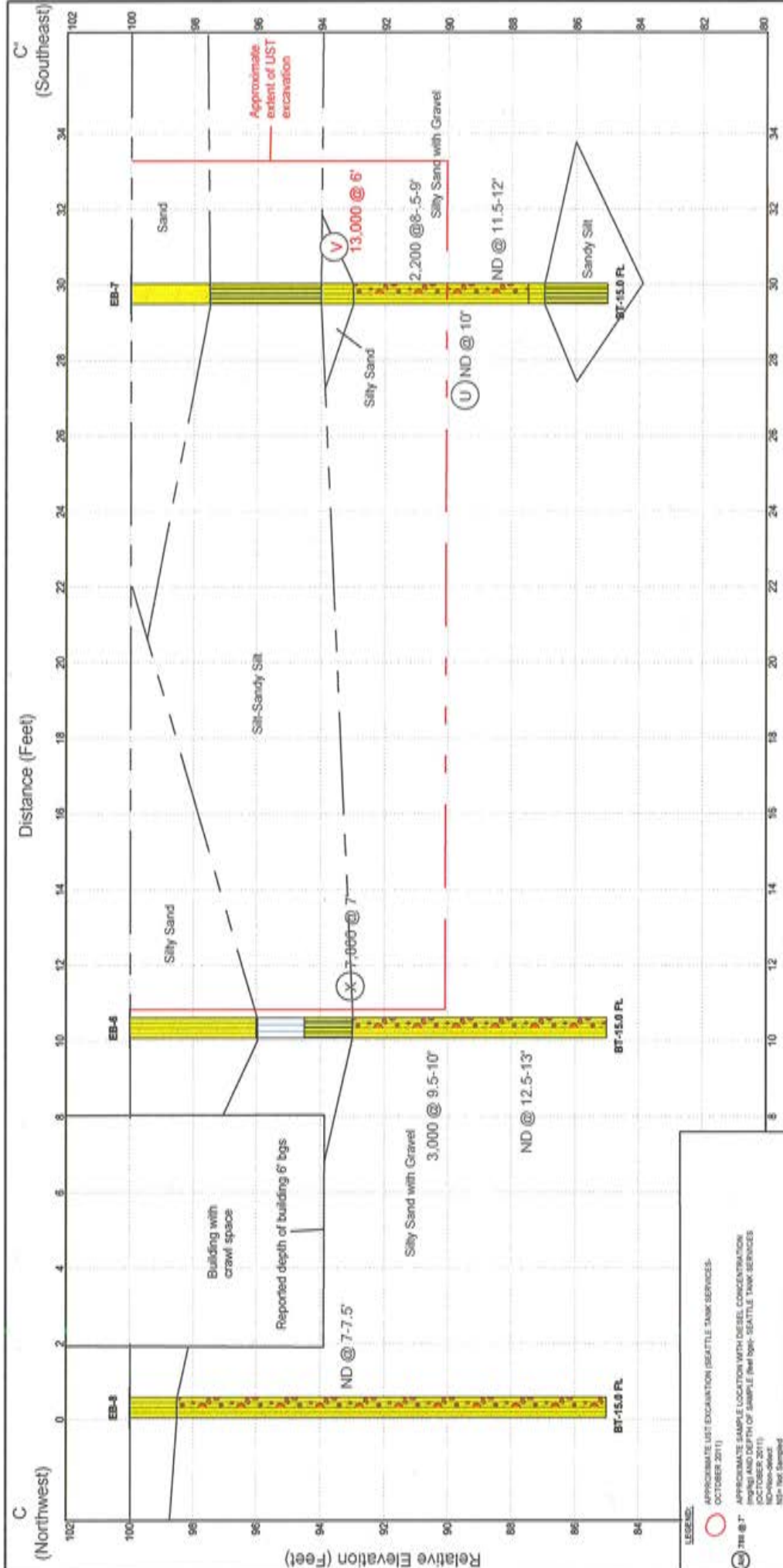

Elizabeth Radman, L.G., L.Hg.
Principal Hydrogeologist

Exhibit J

CROSS SECTIONS

**Auditor's notation
to facilitate
scanning process**



Basemap PDF file provided by Client and modified by Terracon.

Project No.	EB-3	Project No.	EB-7
Client	U.S. Army	Client	U.S. Army
Contract No.	W5612-04-0001	Contract No.	W5612-04-0001
Drawn By	MD	Drawn By	MD
Checked By	MD	Checked By	MD
Approved By	MD	Approved By	MD
Date	November 2015	Date	November 2015

Terracon
 Consulting Engineers and Scientists
 2000 Lake Avenue E. Ste. 105 - Burien, WA 98148
 Tel: 206-771-7338 Fax: 206-771-7338

CROSS SECTION UST #3
 Gibraltar Senior Living
 10816 18th Avenue East
 Tacoma, Pierce County, Washington

EXHIBIT
8

LEGEND:

APPROXIMATE UST EXCAVATION (SEATTLE TANK SERVICES - OCTOBER 2011)

780 @ 1" APPROXIMATE SAMPLE LOCATION WITH DIESEL CONCENTRATION (PPM) AND DEPTH OF SAMPLE (feet type - SEATTLE TANK SERVICES NOVEMBER 2011)
 ND = Not Sampled
 X = Concentration above MTCAL, site specific cleanup level
 V = Back concentration below MTCAL, site specific cleanup level

780 @ 7" APPROXIMATE SAMPLE LOCATION WITH DIESEL CONCENTRATION (PPM) AND DEPTH OF SAMPLE (feet type - TERRACON NOVEMBER 2011)
 ND = Not Sampled
 X = Concentration above MTCAL, site specific cleanup level
 V = Back concentration below MTCAL, site specific cleanup level

Excavation

EB-3 - 0' to 10' - Sand and Silty Sand
 EB-6 - 10' to 10' - Sand and Silty Sand
 EB-7 - 10' to 30' - Sand and Silty Sand

NEEDS:
 1. In accordance with the contract terms to investigate and identify all contamination
 2. All contamination must be removed
 3. All contamination must be properly documented
 4. All contamination must be properly documented

Enclosure B

Email Correspondence

**Auditor's notation
to facilitate
scanning process**

**Auditor's notation
to facilitate
scanning process**

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for double-sided copying.*

From: [Michael Jimenez](#)
To: [Mullin, Tim \(ECY\)](#)
Cc: [Erica Doctor](#)
Subject: RE: Pierce County comments re Gibraltar environmental covenant
Date: Wednesday, February 05, 2020 3:37:09 PM
Attachments: [image001.png](#)

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Tim ,

Thank you for the clarification. Pierce County has no comment.

Michael Jimenez

Senior Planner | Development Center
Pierce County Planning and Public Works
(253)798-7181 | michael.jimenez@piercecountywa.gov

From: Mullin, Tim (ECY) <TMUL461@ECY.WA.GOV>
Sent: Wednesday, February 5, 2020 3:02 PM
To: Erica Doctor <edoctor@vjglaw.com>; Michael Jimenez <michael.jimenez@piercecountywa.gov>
Subject: RE: Pierce County comments re Gibraltar environmental covenant

Hi,

An email indicating that Pierce County Planning Department has no comments would be sufficient. Ecology needs some documentation to confirm that the city or county department with land use planning authority was given the opportunity to review the draft environmental covenant and comment in order to satisfy [WAC 173-340-440\(10\)](#).

Please advise of any questions.

Thank you,
Tim

Tim Mullin, LHG
Voluntary Cleanup Program Site Manager
Southwest Region – Toxics Cleanup Program
Washington State Department of Ecology
PO Box 47775
Olympia, WA 98504-7775

360-407-6265

tmul461@ecy.wa.gov

From: Erica Doctor [<mailto:edoctor@vjglaw.com>]
Sent: Wednesday, February 05, 2020 2:13 PM
To: Mullin, Tim (ECY) <TMUI461@ECY.WA.GOV>; Michael Jimenez <michael.jimenez@piercecountywa.gov>
Subject: Pierce County comments re Gibraltar environmental covenant

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Gentlemen,

I'm emailing you both to connect the two of you regarding Ecology needing to see from Pierce County that the county has no comments on Gibraltar Senior Living's environmental covenant. Tim, do you need something specific from the county? Please advise!

Thanks to you both,

Erica

Erica A. Doctor
Attorney at Law



1201 Pacific Avenue, Suite 1900

PO Box 1315

Tacoma, WA 98401-1315

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Direct: 253-591-8563

Fax: 253-383-6377

www.vjglaw.com

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