

EXHIBIT F

After Recording Return
Original Signed Covenant to:
Tom Mackie, Ecology Site Manager
Hazardous Waste & Toxics Reduction Program
Department of Ecology
1250 W. Alder St.
Union Gap, WA 98903



20170828000574

COVENANT Rec: \$90.00
8/28/2017 2:34 PM
KING COUNTY, WA

Environmental Covenant

Grantor: The Port of Seattle

Grantee: State of Washington, Department of Ecology

Brief Legal Description: THAT PORTION OF THE EAST HALF AND THE SOUTHWEST QUARTER OF SECTION 23; AND THE EAST HALF AND THE NORTHWEST QUARTER OF SECTION 26, ALL IN TOWNSHIP 25 NORTH, RANGE 03 EAST, W.M., IN KING COUNTY, WASHINGTON.

See Exhibit A for full Legal Description.

Tax Parcel Nos.: 7666201530, 7666201516, 7666201146, 7666201153, 2325039018

Cross Reference: 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 Uniform Environmental Covenants Act ("UECA"), chapter 64.70 RCW.
- b. The Property (as defined below) that is the subject of this Covenant is part or all of a site commonly known as Terminal 91, Washington State Department of Ecology Facility ID# 24768. The Property is legally described in Exhibit A, and illustrated in Exhibit B, both of which are attached (hereafter "Property"). The tank farm affected area ("TFAA") and the short fill ("Short Fill"), each as depicted in Exhibit B, are areas located within the Property to which portions of this Covenant specifically apply. If there are differences between these two Exhibits, the legal description in Exhibit A shall prevail.
- c. The Property is the subject of remedial actions under MTCA ("Remedial Action"). This Covenant is required because residual contamination remains on the Property after completion of the Remedial Actions. Specifically, the following principal contaminants remain on the Property:

Medium	Principal Contaminants Present
Soil	Petroleum hydrocarbons and limited volatile organic compounds, semivolatile organic compounds, polychlorinated biphenyls, and metals
Groundwater	Petroleum hydrocarbons and limited volatile organic compounds, semivolatile organic compounds, polychlorinated biphenyls, and metals.
Surface Water/Sediment	To be determined

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. Records describing the extent of residual contamination and the Remedial Actions conducted are available through the Washington State Department of Ecology. This includes, but is not limited to, the following document with respect to the TFAA: Final Cleanup Action Plan, Port of Seattle Terminal 91 Site (June 2010), *Construction Report, Terminal 91 Tank Farm Affected Area Cleanup Action, Seattle, Washington* (PES 2016); and the documents identified in Exhibit C to this Covenant (Exhibit C is defined below).

e. This Covenant grants the Washington State Department of Ecology, as holder of this Covenant, certain rights specified in this Covenant. The right of the Washington State Department of Ecology as a holder is not an ownership interest under MTCA, Chapter 70.105D RCW or the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") 42 USC Chapter § 9601 et seq.

COVENANT

The Port of Seattle, as Grantor and fee simple owner of the Property, hereby grants to the Washington State Department of Ecology, and its successors and assignees, (hereafter "Ecology") the following covenants. Furthermore, it is the intent of the Grantor that such covenants shall run with the land and be binding on all current and future owners of any portion of, or interest in, the 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 Actions and any operation, maintenance, inspection or monitoring of the Remedial Actions 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 the Remedial Actions' 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 Actions 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 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. **Amendment to the Covenant.** Grantor must notify 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. Before approving any proposal, Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal. If Ecology approves the proposal, the Covenant will be amended to reflect the change.

Section 2. Specific Prohibitions and Requirements.

In addition to the general restrictions in Section 1 of this Covenant, the following additional specific restrictions and requirements shall apply to the Property.

a. **Land Use; Industrial Land Use.** The remedial action for the TFAA and Short Fill portions of the Property is based on a cleanup designed for industrial property. As such, the TFAA and Short Fill shall be used in perpetuity only for industrial uses, as that term is defined in the rules promulgated under Chapter 70.105D RCW. Prohibited uses of the TFAA or Short Fill portions of the Property include but are not limited to residential uses, childcare facilities, K-12 public or private schools, parks, grazing of animals, and growing of food crops.

b. **Containment of Soil/Waste Materials.** One Remedial Action for the Property is based on containing contaminated soil (with hazardous substances at levels over remediation levels and cleanup levels) under a cover and subsurface barrier consisting low-permeability material. That containment area ("Cut-off Wall Area") is located and depicted in Exhibit B. The primary purpose of this cover is to prevent migration of contamination. As such, the following restrictions shall apply within the area illustrated in Exhibit B:

Any activity at the Property that may result in the release into, or exposure to the environment of, the contaminated soil contained within the Cut-off Wall Area as part of the Remedial Action, or that would create a new exposure pathway involving that contamination, is prohibited without prior written approval from Ecology, except that the following do not require Ecology approval (1) activities permitted by the Ecology-approved Operations & Maintenance Plan and the Compliance Monitoring Plan or (2) activities conducted under the Agreed Order to monitor hazardous substances or repair or augment Remedial Action components.

c. **Vapor/gas controls.** The residual contamination on the Property includes volatile chemicals that may generate harmful vapors. The Remedial Action requires that the exposure pathway for indoor air be managed in the event that any building or enclosed structure is constructed over the TFAA in the future. If so, one of the following approaches must be taken to address this exposure pathway:

- (1) include engineering controls. Any building or other enclosed structure constructed on the TFAA shall include engineering controls (for example, vapor barriers, or sub-slab venting systems in development plans to prevent the potential exposure); or
- (2) conduct a development-specific evaluation of the soil/groundwater to indoor air pathway (i.e., develop risk-based cleanup levels for the specific potential exposures related to the proposed development). If concentrations of indicator hazardous substances exceed the cleanup levels developed under this option, appropriate supplemental remedial actions will be evaluated and implemented or engineering controls implemented, as appropriate.

d. **Groundwater Use.** The groundwater beneath the Property remains contaminated and shall not be extracted for any purpose other than temporary construction dewatering, investigation, monitoring or remediation. Drilling of a well for any water supply purpose 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. **Removal of Structures.** Without prior written approval of Ecology, the Grantor shall not alter or remove the existing structures within the TFAA, or within the following discrete units described by Exhibit C: A.1, B.24, B.32, B.33, and B.35, in any manner that would expose contaminated soil or result in a release to the environment of contaminants, or that would create a new exposure pathway. Should the Grantor propose to remove all or a portion of such existing structures so that access to the subsurface contamination is feasible, Ecology may require a remedial action be taken to address the subsurface contaminated soil and waste materials.

f. **Worker Protection.** Workers carrying out subsurface activities could encounter contamination above applicable remediation or cleanup levels in the TFAA or the discrete units described in Exhibit C. Any subsurface work in these areas must involve qualified personnel to evaluate contaminated media that may be removed as part of the subsurface work, and any materials removed must be managed in compliance with applicable regulations.

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 interest, including but not limited to title, easements, leases, and security or other interests, within the area of the TFAA that could involve breaches of the asphalt cover, shall:

- (1) Notify Ecology at least thirty (30) days in advance of the conveyance.
- (2) 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 _____. USES AND ACTIVITIES ON THIS PROPERTY MUST COMPLY WITH THAT COVENANT, A COMPLETE COPY OF WHICH IS ATTACHED TO THIS DOCUMENT.

- (3) 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 to Ecology.

c. Emergencies. For any emergency or significant change in site conditions due to acts of nature (for example, flood, 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 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. Notices. Any required written notice, approval, or communication shall be personally delivered or sent by first class mail to the following persons. Any change in this contact information shall be submitted in writing to all parties to this Covenant.

Maritime Environmental Legal Services Port of Seattle P.O. Box 1209 Seattle, WA 98111 (206) 787-3000	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 Olympia, WA 98504 – 7600 (360) 407-6000
---	---

As an alternative to providing written notice and change in contact information by mail, these documents may be provided electronically in an agreed upon format at the time of submittal.

Section 5. Modification or Termination.

a. 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 Chapter 64.70 RCW and Chapter 70.105D RCW and any rules promulgated under these chapters.

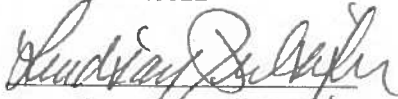
Section 6. Enforcement and Construction.

- a. This Covenant is being freely and voluntarily granted by the Grantor.
- b. Grantor shall provide Ecology with an original signed Covenant and proof of recording within ten (10) days of execution of this Covenant.
- c. Ecology shall be entitled to enforce the terms of this Covenant by resort to specific performance or legal process. All remedies available in this Covenant shall be in addition to any and all remedies at law or in equity, including Chapter 70.105D RCW and Chapter 64.70 RCW. Enforcement of the terms of this Covenant shall be at the discretion of Ecology, and any forbearance, delay or omission to exercise its rights under this Covenant in the event of a breach of any term of this Covenant is not a waiver by Ecology of that term or of any subsequent breach of that term, or any other term in this Covenant, or of any rights of Ecology under this Covenant.
- d. The Grantor, upon request by Ecology, shall be obligated to pay for Ecology's costs to process a request for any modification or termination of this Covenant and any approval required by this Covenant.
- e. This Covenant shall be liberally construed to meet the intent of the Model Toxics Control Act, chapter 70.105D RCW and Uniform Environmental Covenants Act, chapter 64.70 RCW.
- f. The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though such void provision had not been contained herein.
- g. A heading used at the beginning of any section or paragraph or exhibit of this Covenant may be used to aid in the interpretation of that section or paragraph or exhibit but does not override the specific requirements in that section or paragraph.

The undersigned Grantor warrants that it holds the title to the Property, and the Grantor's signing officer warrants that he has authority to execute this Covenant.

EXECUTED this 23rd day of August, 2017.

PORT OF SEATTLE



Title: Managing Director, Maritime Div. Port of Seattle

Dated: 8.23.17

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY



Raman Iyer
Section Manager
Hazardous Waste Toxics Reduction Program

Dated: 08/16/17

GRANTOR ACKNOWLEDGMENT

STATE OF WASHINGTON

COUNTY OF KING

On this 23rd day of August, 2017, I certify that Lindsay Pulsiper personally appeared before me, acknowledged that he/she is the Managing Director, Maritime of the Port of Seattle that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of the Port of Seattle, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument for said corporation.





Notary Public in and for the State of
Washington, residing at Renton.
My appointment expires 6/30/19.



Exhibit A
LEGAL DESCRIPTION

TERMINAL 91 LAND DESCRIPTION

THAT PORTION OF THE EAST HALF AND THE SOUTHWEST QUARTER OF SECTION 23; AND THE EAST HALF AND THE NORTHWEST QUARTER OF SECTION 26, ALL IN TOWNSHIP 25 NORTH, RANGE 03 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT A CITY OF SEATTLE MONUMENT AT THE CENTERLINE INTERSECTION OF 15TH AVENUE WEST AND WEST GARFIELD STREET; PROCEED SOUTH 89°51'38" WEST ALONG THE CENTERLINE OF SAID GARFIELD STREET A DISTANCE OF 713.10 FEET;
THENCE SOUTH 00°08'22" EAST A DISTANCE OF 50.00 FEET TO THE SOUTH MARGIN OF SAID GARFIELD STREET AND THE TRUE POINT OF BEGINNING;
THENCE NORTH 89°51'38" EAST ALONG THE SOUTH MARGIN OF GARFIELD STREET A DISTANCE OF 7.25 FEET;
THENCE SOUTH 41°10'23" EAST ALONG THE WESTERLY MARGIN OF ALASKAN WAY A DISTANCE OF 52.89 FEET;
THENCE SOUTH 00°09'24" EAST A DISTANCE OF 9.04 FEET;
THENCE SOUTH 41°10'23" EAST A DISTANCE OF 319.07 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 73.00 FEET;
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 57°46'05" AN ARC DISTANCE OF 73.60 FEET;
THENCE SOUTH 16°35'43" WEST A DISTANCE OF 67.60 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 170.00 FEET;
THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 72°37'45" AN ARC DISTANCE OF 215.50 FEET ALONG THE NORTH MARGIN OF WEST GALER STREET;
THENCE NORTH 89°48'38" WEST ALONG THE NORTH MARGIN OF WEST GALER STREET, A DISTANCE OF 31.09 FEET TO THE WEST MARGIN OF 16TH AVENUE WEST;
THENCE SOUTH 00°11'22" WEST ALONG SAID WEST MARGIN AND SAID MARGIN PROJECTED, A DISTANCE OF 1823.90 FEET TO THE INNER HARBOR LINE;
THENCE NORTH 82°19'41" WEST ALONG SAID INNER HARBOR LINE A DISTANCE OF 404.89 FEET;
THENCE SOUTH 00°08'22" EAST A DISTANCE OF 139.32 FEET;
THENCE SOUTH 89°51'38" WEST A DISTANCE OF 310.02 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF SMITH'S COVE WATERWAY;
THENCE NORTH 00°08'22" WEST A DISTANCE OF 179.16 FEET TO A POINT OF INTERSECTION WITH THE INNER HARBOR LINE;
THENCE NORTH 82°19'41" WEST ALONG SAID INNER HARBOR LINE A DISTANCE OF 352.39 FEET;
THENCE SOUTH 00°08'22" EAST A DISTANCE OF 253.50 FEET;
THENCE SOUTH 89°51'38" WEST A DISTANCE OF 369.03 FEET;
THENCE NORTH 00°08'22" WEST A DISTANCE OF 303.95 FEET TO A POINT OF INTERSECTION WITH THE INNER HARBOR LINE;
THENCE NORTH 82°19'41" WEST ALONG SAID INNER HARBOR LINE A DISTANCE OF 536.79 FEET TO A POINT ON THE EXTENDED EAST MARGIN OF VACATED 23RD AVENUE WEST;
THENCE NORTH 00°08'22" WEST ALONG SAID EXTENSION OF MARGIN A DISTANCE OF 1521.46 FEET TO THE TOE OF EXISTING RIP-RAP;
THENCE SOUTH 89°00'00" WEST ALONG SAID TOE A DISTANCE OF 212.49 FEET;
THENCE NORTH 00°09'49" WEST A DISTANCE OF 94.40 FEET;
THENCE NORTH 45°10'17" WEST A DISTANCE OF 14.14 FEET;
THENCE NORTH 00°09'49" WEST A DISTANCE OF 262.00 FEET;
THENCE NORTH 33°17'21" WEST A DISTANCE OF 29.28 FEET;
THENCE NORTH 00°09'49" WEST A DISTANCE OF 247.18 FEET;
THENCE NORTH 67°53'22" EAST A DISTANCE OF 31.50 FEET;
THENCE NORTH 89°51'38" EAST A DISTANCE OF 409.89 FEET;
THENCE NORTH 00°08'22" WEST A DISTANCE OF 100.00 FEET;
THENCE SOUTH 89°51'38" WEST A DISTANCE OF 498.70 FEET;

THENCE NORTH 00°11'00" WEST A DISTANCE OF 15.49 FEET;
THENCE SOUTH 89°46'23" WEST A DISTANCE OF 386.53 FEET;
THENCE NORTH 03°30'48" EAST A DISTANCE OF 220.83 FEET TO A POINT OF INTERSECTION
WITH THE SOUTHEAST LINE OF LOT 29, BLOCK 5, HYDE PARK ADDITION;
THENCE NORTH 36°31'21" EAST ALONG SAID LOT LINE EXTENDED A DISTANCE OF 776.48 FEET;
THENCE NORTH 00°07'22" WEST A DISTANCE OF 101.07 FEET;
THENCE NORTH 85°46'24" EAST A DISTANCE OF 57.67 FEET;
THENCE NORTH 25°00'24" EAST A DISTANCE OF 89.47 FEET;
THENCE NORTH 18°31'09" EAST A DISTANCE OF 59.62 FEET TO A POINT ON THE SOUTH LINE
OF LOT 23, BLOCK 194, OF GILMAN'S ADDITION TO THE CITY OF SEATTLE, RECORDED IN
VOLUME 5 OF PLATS, PAGE 93, KING COUNTY RECORDS;
THENCE NORTH 10°25'39" EAST A DISTANCE OF 93.56 FEET;
THENCE NORTH 07°33'54" EAST A DISTANCE OF 6.95 FEET TO THE NORTH LINE OF LOT 20,
BLOCK 194, OF SAID GILMAN'S ADDITION TO THE CITY OF SEATTLE;
THENCE NORTH 89°52'39" EAST ALONG SAID MARGIN A DISTANCE OF 38.36 FEET TO A POINT
OF INTERSECTION WITH THE EAST MARGIN OF 23RD AVENUE WEST;
THENCE NORTH 00°09'21" WEST ALONG SAID MARGIN A DISTANCE OF 1364.90 FEET TO A
POINT OF INTERSECTION WITH THE EASTERLY MARGIN OF THORNDYKE AVENUE WEST;
THENCE NORTH 26°51'54" EAST ALONG SAID MARGIN A DISTANCE OF 578.74 FEET TO A POINT
OF INTERSECTION WITH THE SOUTH MARGIN OF WEST HALLADAY STREET;
THENCE NORTH 89°52'16" EAST ALONG SAID MARGIN A DISTANCE OF 571.20 FEET;
THENCE NORTH 18°32'58" EAST A DISTANCE OF 15.49 FEET;
THENCE NORTH 89°59'23" EAST A DISTANCE OF 134.64 FEET;
THENCE SOUTH 40°26'13" EAST A DISTANCE OF 133.98 FEET;
THENCE SOUTH 00°08'22" EAST A DISTANCE OF 54.74 FEET;
THENCE SOUTH 51°25'28" EAST A DISTANCE OF 4.29 FEET;
THENCE SOUTH 00°08'22" EAST A DISTANCE OF 1797.05 FEET TO A POINT OF CURVATURE;
THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 41°02'01",
A RADIUS OF 1165.78 FEET, WITH AN INITIAL RADIAL BEARING OF NORTH 89°51'38" EAST, AN
ARC DISTANCE OF 834.90 FEET;
THENCE SOUTH 41°10'23" EAST A DISTANCE OF 493.85 FEET;
THENCE SOUTH 26°58'51" EAST A DISTANCE OF 112.12 FEET TO THE TRUE POINT OF
BEGINNING.

EXCEPT PARCELS A AND B OF BOUNDARY LINE ADJUSTMENT NO. 3016217 AS RECORDED
NOVEMBER 5, 2013 AS RECORDING NO. 20131105900005, RECORDS OF KING COUNTY,
WASHINGTON.

ALSO EXCEPT THOSE PORTIONS LYING WITHIN THE BOUNDARIES OF PUBLICLY DEDICATED
STREET.

Exhibit B
PROPERTY MAP

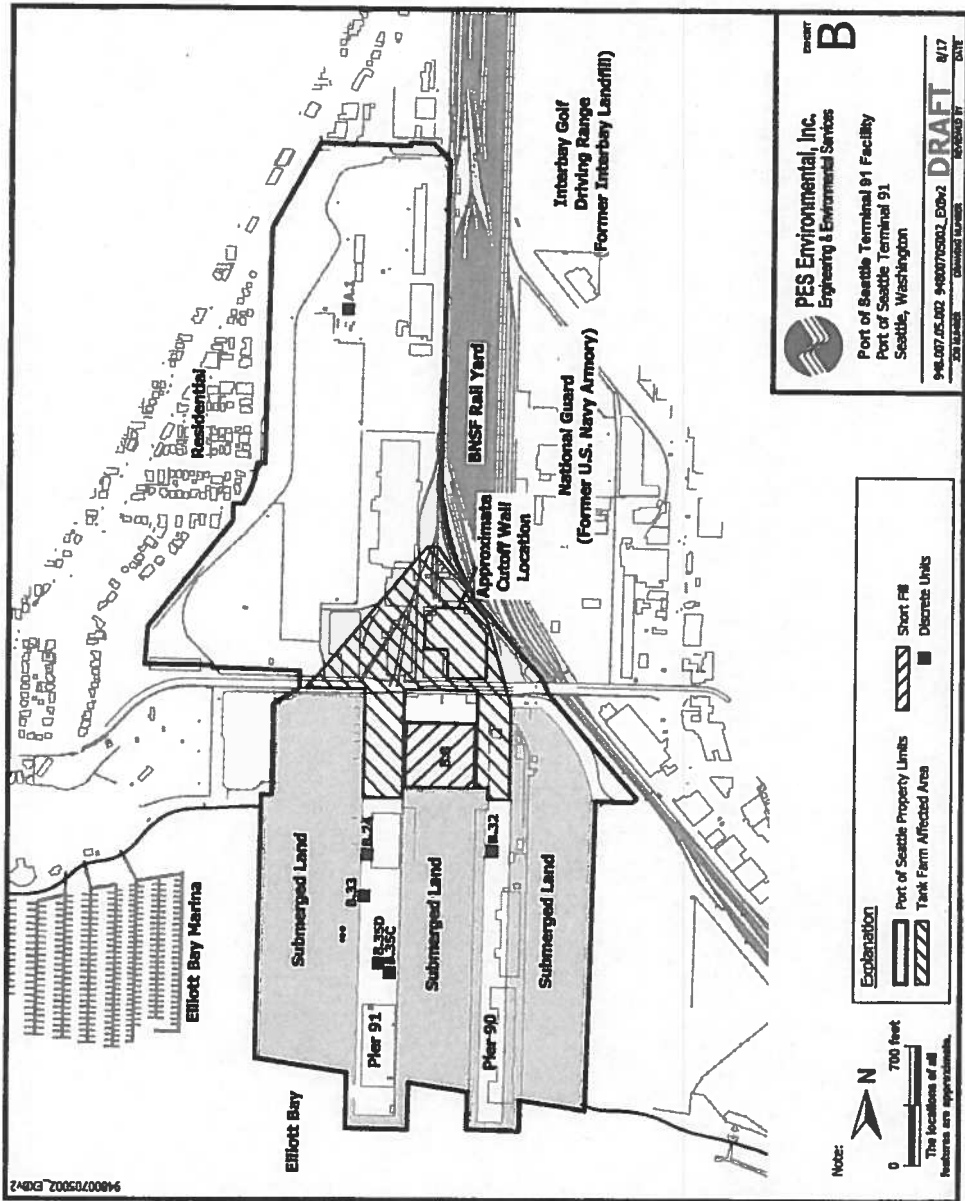


Exhibit C
CERTAIN DISCRETE UNITS

EXHIBIT C TO RESTRICTIVE COVENANT

	SWMU, AOC, or Other Area	Description	Brief Description	Reference Documents
A.1.	AOC 2	USTs and UST Releases on Terminal 91 Premises—Tanks A-G	Cleanup was done as part of a UST decommissioning effort by the Port. Contaminated soil was left in place near underground utilities. Limited localized petroleum-related ground water contamination.	Kennedy/Jenks Consultants. 1997. Terminal 91 Baseline Report, Terminal 91, Seattle, Washington. Prepared for Port of Seattle. April 1997.
B.8	SWMU 40	Short Fill	Contaminated dredge material was placed onsite under a consent agreement between the Port and Ecology.	Kennedy/Jenks Consultants. 1997. Terminal 91 Baseline Report, Terminal 91, Seattle, Washington. Prepared for Port of Seattle. April 1997.
B.24	Other Area (from Baseline Report)	1990 PNO Pipeline Break South of Building T-38, Pier 91	A release of petroleum from a pipeline was cleaned up in 1990 by PNO. About 1.5 cy of petroleum-contaminated soil were left in place due to inaccessibility beneath a valve box, and bacteria were added to the contaminated soil left in place.	Converse Consultants NW. 1990. Site Investigation and Remedial Cleanup Action, Bunker "C" Fuel Oil Line Break, Pacific Northern Oil Pier 91, Seattle, Washington. Prepared for Pacific Northern Oil. 5 November 1990. Kennedy/Jenks Consultants. 1997. Terminal 91 Baseline Report, Terminal 91, Seattle, Washington. Prepared for Port of Seattle. April 1997.
B.32	Other Area (Independent Cleanup)	1999 PNO Pipeline Release on Pier 90	A 1999 release of TPH from a pipeline rupture was cleaned up by PNO/Aspect by excavating petroleum-impacted soil. Small quantities of	PES Environmental, Inc. 2009. Pier 90 Independent Remedial Action Report, Pier 90 Work Plan for Confirmation Sampling,

			petroleum-contaminated soil were left in place next to underground structures. Follow-up ground water investigation by K/J in 2011 found no exceedances of MTCA cleanup levels in ground water.	and Pier 91 Work Plan for Additional Assessment, Terminal 91, Seattle, Washington. Prepared for Port of Seattle. 29 December 2009. Kennedy/Jenks Consultants. 2011. Investigation Summary Report, Piers 90 and 91. Prepared for Port of Seattle. 17 November 2011.
B.33	Other Area (Independent Cleanup)	Pier 91 Pipeline Decommissioning and Historic Pipeline Releases in the Vicinity of the Carnitech Building	A small quantity of petroleum-impacted soil was left in place next to a light standard during cleanup performed during construction for the Carnitech building . Ground water sampling at selected locations along the pier by Aspect in 2012 did not detect TPH in exceedance of MTCA cleanup levels in ground water.	Roth Consulting. 2009. Carnitech Building & Surrounding Area, Independent Remedial Action Report, Terminal 91, Seattle, Washington. Prepared for Port of Seattle. December 2009. Aspect Consulting. 2012. Summary Report for Additional Assessment Activities, Pier 91, Terminal 91—Seattle, Washington. Prepared for Port of Seattle. 22 August 2012.
B.35	Other Area (Independent Cleanup)	Pier 91 Historic Pipeline Releases	Area C—A small quantity of petroleum-impacted soil was left in place next to the fire-suppression line and duct bank and adjacent to a concrete apron. Follow-up ground water investigation showed no exceedances of MTCA cleanup levels in ground water. Area D—Gasoline-impacted soil remains in place at	Kennedy/Jenks Consultants. 2011. Investigation Summary Report, Piers 90 and 91. Prepared for Port of Seattle. 17 November 2011. Landau Associates. 2013. Closure Report, Area D of Discrete Unit B.35, Terminal 91 Site, Seattle,

			Area D. Four consecutive quarters of ground water sampling showed no exceedances of MTCA cleanup levels in ground water.	Washington. Prepared for Port of Seattle. 9 July 2013.
--	--	--	--	--

Additional references:

Roth Consulting. 2004. Letter to Department of Ecology re Request for Letter Confirming No Further Action Required, Certain SWMUs, AOCs, and Other Areas, Port of Seattle Terminal 91 Independent Cleanup, Voluntary Cleanup Application Dated March 10, 1999. Prepared for Port of Seattle. 26 May 2004.

Washington Department of Ecology. 2005. Letter to Port of Seattle re Certain SWMUs, AOCs, and Other Areas at the Port of Seattle's Terminal 91 Facility (listed under the March 10, 1999 Voluntary Cleanup Program Application as *Terminal 91 Uplands*). 20 April 2005.

Roth Consulting. 2010. Letter to Department of Ecology re Request for Opinion on T91 Upland Independent Cleanup Areas, Discrete Units B.18, B.22, B.28, B.29, B.30, B.31, B.33, and B.34 from Exhibit C to Draft Agreed Order, Port of Seattle Terminal 91 Site. Prepared for Port of Seattle. 20 May 2010.

Washington Department of Ecology. 2011. Letter to Port of Seattle re Request for Opinion on Some of the Port of Seattle Terminal 91 Discrete Units Identified in Exhibit C of Agreed Order No. DE 7321.