



CITY OF SEATTLE

City Council

Agenda

Tuesday, April 15, 2025

2:00 PM

**Council Chamber, City Hall
600 4th Avenue
Seattle, WA 98104**

**Sara Nelson, Council President
Joy Hollingsworth, Member
Robert Kettle, Member
Cathy Moore, Member
Alexis Mercedes Rinck, Member
Maritza Rivera, Member
Rob Saka, Member
Mark Solomon, Member
Dan Strauss, Member**

Chair Info: 206-684-8809; Sara.Nelson@seattle.gov

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CITY OF SEATTLE

City Council Agenda

April 15, 2025 - 2:00 PM

Meeting Location:

Council Chamber, City Hall, 600 4th Avenue, Seattle, WA 98104

Committee Website:

<http://www.seattle.gov/council>

Members of the public may register for remote or in-person Public Comment to address the Council. Details on how to provide Public Comment are listed below:

Remote Public Comment - Register online to speak during the Public Comment period at

<https://www.seattle.gov/council/committees/public-comment>

Online registration to speak will begin one hour before the meeting start time, and registration will end at the conclusion of the Public Comment period during the meeting. Speakers must be registered in order to be recognized by the Chair.

In-Person Public Comment - Register to speak on the Public Comment sign-up sheet located inside Council Chambers at least 15 minutes prior to the meeting start time. Registration will end at the conclusion of the Public Comment period during the meeting. Speakers must be registered in order to be recognized by the Chair.

Submit written comments to all Councilmembers prior to 10 a.m. on the day of the meeting at Council@seattle.gov or at Seattle City Hall, Attn: Council Public Comment, 600 4th Ave., Floor 2, Seattle, WA 98104.

A. CALL TO ORDER

B. ROLL CALL

C. PRESENTATIONS

D. PUBLIC COMMENT

Members of the public may sign up to address the Council for up to 2 minutes on matters on this agenda; total time allotted to public comment at this meeting is 20 minutes.

E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR:

Introduction and referral to Council committees of Council Bills (CB), Resolutions (Res), Appointments (Appt), and Clerk Files (CF) for committee recommendation.

[IRC 475](#)

April 15, 2025

Attachments: [Introduction and Referral Calendar](#)

F. APPROVAL OF THE AGENDA**G. APPROVAL OF CONSENT CALENDAR**

The Consent Calendar consists of routine items. A Councilmember may request that an item be removed from the Consent Calendar and placed on the regular agenda.

Journal:

1. [Min 515](#) April 8, 2024

Attachments: [Minutes](#)

Bills:

2. [CB 120965](#) AN ORDINANCE appropriating money to pay certain claims for the week of March 31, 2025, through April 4, 2025, and ordering the payment thereof; and ratifying and confirming certain prior acts.

Supporting Documents: [Summary and Fiscal Note](#)

H. COMMITTEE REPORTS

Discussion and vote on Council Bills (CB), Resolutions (Res), Appointments (Appt), and Clerk Files (CF).

LAND USE COMMITTEE:

1. [CF 314491](#) Application of Encore Architects, PLLC, to rezone an approximately 34, 654 square foot site located at 8601 Fremont Ave. N. from Single Family (SF5000) to Lowrise 2 with a (M) Mandatory Housing Affordability suffix (LR2 (M)) (Project No. 3036119-LU; Type IV).

The Committee recommends that City Council grant as conditioned the Clerk File (CF).

In Favor: 3 - Solomon, Rinck, Rivera

Opposed: None

Attachments: [Unexecuted Findings, Conclusions, and Decision of Council](#)
[Rezone Material - 3036119-LU](#)
[SEPA Rezone Map - 3036119-LU](#)
[Hearing Examiner \(HE\) Table of Contents](#)
[Hearing Examiners Findings and Recommendations](#)
[SDCI's Analysis and Recommendations](#)
[HE Ex 2a - Plan Set Cycle 7](#)
[HE Ex 3 - Public Comment](#)
[HE Ex 4 - Revised Rezone Analysis](#)
[HE Ex 7 - Rezone Application](#)
[HE Ex 9 - Design Review Opt Out](#)
[HE Ex 10 - SEPA Opt Out](#)
[HE Ex 11 - Parking Utilization Study](#)
[HE Ex 12 - Transportation Memo](#)
[HE Ex 26 - SPU Approval](#)
[HE Ex 27 - SDOT Urban Forestry](#)
[HE Ex 28 - Housing Letter](#)
[HE Ex 29 - Housing Checklist](#)
[HE Ex 32 - 3036119-LU Hearing PPT](#)
[HE Ex 34 - CF-314491 EA Presentation Slides with Notes](#)
[HE Ex 36 - Email re Clause Recommendation](#)

2. [CB 120962](#) AN ORDINANCE relating to land use and zoning; amending Chapter 23.32 of the Seattle Municipal Code at page 26 of the Official Land Use Map to rezone the property at 8601 Fremont Avenue N from Neighborhood Residential 3 to Lowrise 2 with a M1 Mandatory Housing Affordability Suffix (LR2 (M1)); and accepting a Property Use and Development Agreement as a condition of rezone approval. (Application of Blair Stone/Encore Architects, C.F. 314491, SDCI Project 3036119-LU)

The Committee recommends that City Council pass as amended the Council Bill (CB).

In Favor: 3 - Solomon, Rinck, Rivera

Opposed: None

Attachments: [Ex A - Rezone Map](#)
 [Ex B - Property Use and Development Agreement for](#)
 [8601 Fremont Ave N](#)

Supporting
Documents: [Summary and Fiscal Note](#)

PARKS, PUBLIC UTILITIES, AND TECHNOLOGY COMMITTEE:

3. [CB 120960](#) AN ORDINANCE relating to the Lower Duwamish Waterway; authorizing Seattle City Light and Seattle Public Utilities to: continue expending funds to participate in environmental investigation and remediation of the Lower Duwamish Waterway Superfund Site, according to the terms of a Consent Decree with the United States and the State of Washington and according to the terms of settlements with multiple other parties; accept funds from other parties and indemnify them according to settlement agreements with those parties; continue seeking and accepting state Remedial Action Grants for work related to the Superfund Site; commit to spend funds pursuant to the terms of additional orders from the federal and state regulatory agencies for remedial work at sites related to the Lower Duwamish, including T-108, South Park Marina, and North Boeing Field/Georgetown Steam Plant; and commit to sharing costs with other parties regarding those Related Sites; and ratifying and confirming certain prior acts.

The Committee recommends that City Council pass the Council Bill (CB).

In Favor: 4 - Hollingsworth, Nelson, Kettle, Rivera

Opposed: None

**Supporting
Documents:**

[Summary and Fiscal Note](#)

[Summary Ex A - Consent Decree](#)

[Summary Ex B - Response Cost Settlement and
Implementation Agreement for LDW Superfund Site](#)

[Summary Ex C - Settlement Agreement and Mutual
Release with Cash-Out Parties](#)

[Summary Ex D - Settlement Agreement and Mutual
Release with Continental Holdings](#)

[Summary Ex E - Settlement Agreement re Shared
Allocation and Database Costs](#)

PUBLIC SAFETY COMMITTEE:

4. [CB 120956](#) AN ORDINANCE relating to the regulation of after-hours nightlife lounges; defining after-hours nightlife lounges; establishing operational and safety requirements for such businesses; describing enforcement mechanisms; and adding a new Chapter 10.10 to the Seattle Municipal Code.

The Committee recommends that City Council pass the Council Bill (CB).

In Favor: 5 - Kettle, Saka, Hollingsworth, Moore, Nelson

Opposed: None

Supporting Documents: [Summary and Fiscal Note](#)
 [Amendment A](#)

I. ITEMS REMOVED FROM CONSENT CALENDAR

J. ADOPTION OF OTHER RESOLUTIONS

K. OTHER BUSINESS

L. ADJOURNMENT



Legislation Text

File #: IRC 475, **Version:** 1

April 15, 2025



Introduction and Referral Calendar

List of proposed Council Bills (CB), Resolutions (Res), Appointments (Appt) and Clerk Files (CF) to be introduced and referred to a City Council committee

Record No.	Title	Committee Referral
<u>By: Strauss</u>		
1. CB 120965	AN ORDINANCE appropriating money to pay certain claims for the week of March 31, 2025, through April 4, 2025, and ordering the payment thereof; and ratifying and confirming certain prior acts.	City Council
<u>By: Nelson</u>		
2. Res 32169	A RESOLUTION retiring introduced and referred Council Bills, Resolutions, Clerk Files, and Appointments that have received no further action.	City Council
<u>By: Strauss</u>		
3. CB 120970	AN ORDINANCE relating to acceptance of funding from non-City sources; authorizing the heads of various departments to accept and authorize the expenditure of specified grants, private funding, and subsidized loans and to execute, deliver, and perform corresponding agreements; amending Ordinance 127156, which adopted the 2025 Budget, including the 2025-2030 Capital Improvement Program (CIP); changing appropriations to various departments and budget control levels, and from various funds in the Budget; revising project allocations for certain projects in the 2025-2030 CIP; creating positions; and ratifying and confirming certain prior acts.	Finance, Native Communities, and Tribal Governments Committee
<u>By: Hollingsworth</u>		
4. CB 120966	AN ORDINANCE relating to Seattle Public Utilities; revising, consolidating, and enacting provisions related to system development charges for water, sewer, and drainage infrastructure; adding a new Subtitle VI to Title 21 of the Seattle Municipal Code; adding a new Chapter 21.65 to the subtitle; adding a new Section 21.65.010 to the Seattle Municipal Code; relocating Sections 21.04.105, 21.04.115, and 21.04.125 of the Seattle Municipal Code into the chapter and further amending the sections; and amending Section 21.04.465 of the Seattle Municipal Code.	Parks, Public Utilities, and Technology Committee

By: Hollingsworth

5. [CB 120967](#) AN ORDINANCE relating to Seattle Public Utilities; authorizing the General Manager/CEO of Seattle Public Utilities to develop municipal assessment reimbursement area authority, in accordance with chapter 35.91 of the Revised Code of Washington; adding a new Subtitle VI to Title 21 of the Seattle Municipal Code; renumbering Chapter 21.80 of the Seattle Municipal Code to Chapter 21.63; relocating the chapter into Subtitle VI of Title 21; and further amending the chapter.
- Parks, Public Utilities, and Technology Committee

By: Hollingsworth

6. [CB 120968](#) AN ORDINANCE amending Ordinance 127156, which adopted the 2025 Budget, including the 2025-2030 Capital Improvement Program; changing appropriations to Seattle Public Utilities and its budget control levels, and from various funds in the Budget; and creating positions; all by a 3/4 vote of the City Council.
- Parks, Public Utilities, and Technology Committee

By: Kettle

7. [Appt 03128](#) Appointment of Eci Ameh, as Executive Director of the Seattle Community Police Commission.
- Public Safety Committee

By: Kettle

8. [Appt 03129](#) Appointment of Ken Nsimbi as member, Community Police Commission, for a term to December 31, 2026.
- Public Safety Committee

By: Hollingsworth

9. [CB 120969](#) AN ORDINANCE relating to land use and zoning; implementing interim controls to comply with various state laws; establishing findings and adopting a workplan for permanent legislation; amending Sections 23.22.062, 23.24.045, 23.34.011, 23.44.006, 23.44.010, 23.44.011, 23.44.012, 23.44.014, 23.44.016, 23.44.017, 23.44.044, 23.45.512, 23.45.514, 23.45.518, 23.45.522, 23.45.527, 23.45.529, 23.53.006, 23.53.025, 23.54.015, 23.54.020, 23.54.030, 23.84A.010, 23.84A.025, 23.84A.036, and 25.09.240 of the Seattle Municipal Code.
- Select Committee on the Comprehensive Plan

By: Rinck

10. [Appt 03130](#) Appointment of Louis Ernst as member, City Light Review Panel, for a term to April 11, 2026.
- Sustainability, City Light, Arts and Culture Committee



Legislation Text

File #: Min 515, **Version:** 1

April 8, 2024

SEATTLE CITY COUNCIL

600 Fourth Ave. 2nd Floor
Seattle, WA 98104



Journal of the Proceedings of the Seattle City Council

Tuesday, April 8, 2025

2:00 PM

Council Chamber, City Hall

600 4th Avenue

Seattle, WA 98104

City Council

Sara Nelson, Council President

Joy Hollingsworth, Member

Robert Kettle, Member

Cathy Moore, Member

Alexis Mercedes Rinck, Member

Maritza Rivera, Member

Rob Saka, Member

Mark Solomon, Member

Dan Strauss, Member

Chair Info: 206-684-8809; Sara.Nelson@seattle.gov

A. CALL TO ORDER

The City Council of The City of Seattle met in the Council Chamber in City Hall in Seattle, Washington, on April 8, 2025, pursuant to the provisions of the City Charter. The meeting was called to order at 2:02 p.m., with Council President Nelson presiding.

B. ROLL CALL

Present: 7 - Hollingsworth, Kettle, Moore, Nelson, Rinck, Rivera, Saka

Excused: 2 - Solomon, Strauss

C. PRESENTATIONS

There were none.

D. PUBLIC COMMENT

The following individuals addressed the Council:

Alex Tsimmerman

Bennett Haselton

Howard Gale

Yvette Dinish

David Haines

E. ADOPTION OF INTRODUCTION AND REFERRAL CALENDAR:

[IRC 474](#)

April 8, 2025

By unanimous consent, the Introduction & Referral Calendar (IRC) was adopted.

In Favor: 7 - Hollingsworth, Kettle, Moore, Nelson, Rinck, Rivera, Saka

Opposed: None

F. APPROVAL OF THE AGENDA

By unanimous consent, the Agenda was adopted.

G. APPROVAL OF CONSENT CALENDAR

Motion was made by Council President Nelson, duly seconded and carried, to adopt the Consent Calendar.

Journal:**1. [Min 514](#) April 1, 2025**

The Minutes (Min) were adopted on the Consent Calendar by the following vote, and the President signed the Minutes (Min):

In Favor: 7 - Hollingsworth, Kettle, Moore, Nelson, Rinck, Rivera, Saka

Opposed: None

Bills:**2. [CB 120964](#) AN ORDINANCE appropriating money to pay certain claims for the week of March 24, 2025, through March 28, 2025, and ordering the payment thereof; and ratifying and confirming certain prior acts.**

The Council Bill (CB) was passed on the Consent Calendar by the following vote, and the President signed the Council Bill (CB):

In Favor: 7 - Hollingsworth, Kettle, Moore, Nelson, Rinck, Rivera, Saka

Opposed: None

Appointments:**GOVERNANCE, ACCOUNTABILITY, AND ECONOMIC DEVELOPMENT COMMITTEE:****3. [Appt 03106](#) Appointment of Vivian Vassall as member, Seattle Ethics and Elections Commission, for a term to December 31, 2027.**

The Committee recommends that City Council confirm the Appointment (Appt).

In Favor: 3 - Nelson, Rivera, Solomon

Opposed: None

The Appointment (Appt) was confirmed on the Consent Calendar by the following vote:

In Favor: 7 - Hollingsworth, Kettle, Moore, Nelson, Rinck, Rivera, Saka

Opposed: None

LAND USE COMMITTEE:

4. [Appt 03110](#) **Appointment of Aaron D. Clark as member, Urban Forestry Commission, for a term to March 31, 2026.**

The Committee recommends that City Council confirm the Appointment (Appt).

In Favor: 3 - Solomon, Rinck, Rivera

Opposed: None

The Appointment (Appt) was confirmed on the Consent Calendar by the following vote:

In Favor: 7 - Hollingsworth, Kettle, Moore, Nelson, Rinck, Rivera, Saka

Opposed: None

5. [Appt 03111](#) **Appointment of Drue Epping as member, Urban Forestry Commission, for a term to March 31, 2027.**

The Committee recommends that City Council confirm the Appointment (Appt).

In Favor: 3 - Solomon, Rinck, Rivera

Opposed: None

The Appointment (Appt) was confirmed on the Consent Calendar by the following vote:

In Favor: 7 - Hollingsworth, Kettle, Moore, Nelson, Rinck, Rivera, Saka

Opposed: None

6. [Appt 03112](#) **Appointment of Melanie Ocasio as member, Urban Forestry Commission, for a term to March 31, 2027.**

The Committee recommends that City Council confirm the Appointment (Appt).

In Favor: 3 - Solomon, Rinck, Rivera

Opposed: None

The Appointment (Appt) was confirmed on the Consent Calendar by the following vote:

In Favor: 7 - Hollingsworth, Kettle, Moore, Nelson, Rinck, Rivera, Saka

Opposed: None

7. [Appt 03113](#) Reappointment of Lia Hall as member, Urban Forestry Commission, for a term to March 31, 2027.

The Committee recommends that City Council confirm the Appointment (Appt).

In Favor: 3 - Solomon, Rinck, Rivera

Opposed: None

The Appointment (Appt) was confirmed on the Consent Calendar by the following vote:

In Favor: 7 - Hollingsworth, Kettle, Moore, Nelson, Rinck, Rivera, Saka

Opposed: None

8. [Appt 03114](#) Appointment of Lani Chang as member, Urban Forestry Commission, for a term to March 31, 2028.

The Committee recommends that City Council confirm the Appointment (Appt).

In Favor: 3 - Solomon, Rinck, Rivera

Opposed: None

The Appointment (Appt) was confirmed on the Consent Calendar by the following vote:

In Favor: 7 - Hollingsworth, Kettle, Moore, Nelson, Rinck, Rivera, Saka

Opposed: None

H. COMMITTEE REPORTS

LAND USE COMMITTEE:

1. [CF 314511](#) **Application of the University of Washington to prepare a new Major Institution Master Plan for the University of Washington Medical Center-Northwest Campus, located at 1550 N 115th Street (Project No. 3040282-LU; Type IV).**

The Committee recommends that City Council grant as conditioned the Clerk File (CF).

In Favor: 4 - Solomon, Moore, Rinck, Rivera

Opposed: None

ACTION 1:

Motion was made by Councilmember Moore, duly seconded and carried, to amend Clerk File 314511, the Findings, Conclusions, and Decision of the Seattle City Council, by amending condition MIO 4, and adding condition MIO 5, as shown in the strike through and underlined language below:

MIO 4. Amend the MIMP's Landscape and Open Space section to include a North Campus Edge bullet and language stating a minimum 20' landscaped setback from the north campus edge shall be provided, maintaining existing mature trees as to the greatest extent feasible as consistent with the tree protection provisions in SMC 25.11.080, and in consultation with the DAC.

MIO 5. Add the Urban Forestry Management Plan for the campus as an appendix to the MIMP.

ACTION 2:

Motion was made by Council President Nelson and duly seconded, to grant as amended Clerk File 314511.

The Motion carried, the Clerk File (CF) was granted as conditioned by the following vote, and the President signed the Findings, Conclusions, and Decision of the City Council.

In Favor: 7 - Hollingsworth, Kettle, Moore, Nelson, Rinck, Rivera, Saka

Opposed: None

2. [CB 120963](#) **AN ORDINANCE relating to land use and zoning; adopting a new Major Institution Master Plan for the University of Washington Medical Center - Northwest Hospital; and amending Chapter 23.32 of the Seattle Municipal Code at Page 14 of the Official Land Use Map, to modify height limits and rezone property within the Major Institution Overlay (Project Number 3040282-LU, Clerk File 314511).**

The Committee recommends that City Council pass the Council Bill (CB).

In Favor: 4 - Solomon, Moore, Rinck, Rivera

Opposed: None

The Council Bill (CB) was passed by the following vote, and the President signed the Council Bill (CB):

In Favor: 7 - Hollingsworth, Kettle, Moore, Nelson, Rinck, Rivera, Saka

Opposed: None

3. [CB 120771](#) **AN ORDINANCE relating to land use and zoning; adopting interim provisions to facilitate occupancy of street-level spaces in the Downtown, South Lake Union, and Uptown Urban Centers; adding a new Section 23.42.041 to the Seattle Municipal Code; and amending Sections 23.42.108, 23.48.005, 23.48.020, 23.48.040, 23.48.240, 23.48.740, 23.49.009, 23.49.011, 23.76.004, and 23.76.006, and Downtown Overlay Maps 1G and 1J in Chapter 23.49 of the Seattle Municipal Code.**

The Committee recommends that City Council pass as amended the Council Bill (CB).

In Favor: 4 - Solomon, Moore, Rinck, Rivera

Opposed: None

The Council Bill (CB) was passed by the following vote, and the President signed the Council Bill (CB):

In Favor: 7 - Hollingsworth, Kettle, Moore, Nelson, Rinck, Rivera, Saka

Opposed: None

TRANSPORTATION COMMITTEE:

4. [Res 32166](#) A RESOLUTION granting conceptual approval to install, maintain, and operate a pedestrian skybridge over and across 8th Avenue, north of Cherry Street; as proposed by FH, LLC d/b/a Skyline, in the First Hill neighborhood.

The Committee recommends that City Council adopt the Resolution (Res).

In Favor: 3 - Saka, Hollingsworth, Kettle

Opposed: None

The Resolution (Res) was adopted by the following vote, and the President signed the Resolution (Res):

In Favor: 7 - Hollingsworth, Kettle, Moore, Nelson, Rinck, Rivera, Saka

Opposed: None

I. ITEMS REMOVED FROM CONSENT CALENDAR

There were none.

J. ADOPTION OF OTHER RESOLUTIONS

There were none.

K. OTHER BUSINESS

There was none.

L. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 2:46 p.m.

Jodee Schwinn, Deputy City Clerk

Signed by me in Open Session, upon approval of the Council, on April 15, 2025.

Sara Nelson, Council President of the City Council



Legislation Text

File #: CB 120965, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE appropriating money to pay certain claims for the week of March 31, 2025, through April 4, 2025, and ordering the payment thereof; and ratifying and confirming certain prior acts.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Payment of the sum of \$13,063,853.42 on PeopleSoft 9.2 mechanical warrants numbered 4100911941- 4100913636 plus manual or cancellation issues for claims, e-payables of \$108,323.98 on PeopleSoft 9.2 9100015240- 9100015259, and electronic financial transactions (EFT) in the amount of \$84,981,440.69 are presented to the City Council under RCW 42.24.180 and approved consistent with remaining appropriations in the current Budget as amended.

Section 2. RCW 35.32A.090(1) states, “There shall be no orders, authorizations, allowances, contracts or payments made or attempted to be made in excess of the expenditure allowances authorized in the final budget as adopted or modified as provided in this chapter, and any such attempted excess expenditure shall be void and shall never be the foundation of a claim against the city.”

Section 3. Any act consistent with the authority of this ordinance taken prior to its effective date is ratified and confirmed.

Section 4. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by the City Council the 15th of April, 2025, and signed by me in open session in authentication of its passage this 15th of April, 2025.

President _____ of the City Council

Approved / returned unsigned / vetoed this ____ day of _____, 2025.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2025.

Scheereen Dedman, City Clerk

(Seal)

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
Office of City Finance	Julie Johnson	Lorine Cheung

1. BILL SUMMARY

Legislation Title:

AN ORDINANCE appropriating money to pay certain claims for the week of March 31, 2025, through April 4, 2025, and ordering the payment thereof; and ratifying and confirming certain prior acts. Claims include all financial payment obligations for bills and payroll paid out of PeopleSoft for the covered.

Summary and Background of the Legislation:

RCW 42.24.180 requires that payment of certain claims be authorized by the City Council. This bill, prepared each week by the City Treasury, authorizes the payments of funds that were previously appropriated by the City Council, so the passage of this bill does not have a direct result on the City's budget.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project?

☐ Yes ☒ No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the City?

☐ Yes ☒ No

This bill authorizes the payments of funds that were previously appropriated by the City Council, so the passage of this bill does not have a direct result on the City's budget.

If the legislation has costs, but they can be absorbed within existing operations, please describe how those costs can be absorbed. The description should clearly describe if the absorbed costs are achievable because the department had excess resources within their existing budget or if by absorbing these costs the department is deprioritizing other work that would have used these resources.

Please describe any financial costs or other impacts of *not* implementing the legislation.
The legislation authorizes the payment of valid claims. If the City does not pay its legal obligations it could face greater legal and financial liability.

4. OTHER IMPLICATIONS

- a. **Please describe how this legislation may affect any departments besides the originating department.**

This type of legislation authorizes payment of bill and payroll expenses for all City departments.

- b. **Does this legislation affect a piece of property? If yes, please attach a map and explain any impacts on the property. Please attach any Environmental Impact Statements, Determinations of Non-Significance, or other reports generated for this property.**

No.

- c. **Please describe any perceived implication for the principles of the Race and Social Justice Initiative.**

- i. **How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.**

N/A

- ii. **Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.**

N/A

- iii. **What is the Language Access Plan for any communications to the public?**

N/A

- d. **Climate Change Implications**

- i. **Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.**

N/A

- ii. **Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**

N/A

- e. **If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals?**

N/A

5. CHECKLIST

- ☐ Is a public hearing required?
- ☐ Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required?
- ☐ If this legislation changes spending and/or revenues for a fund, have you reviewed the relevant fund policies and determined that this legislation complies?
- ☐ Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?

6. ATTACHMENTS

Summary Attachments: None.



Legislation Text

File #: CF 314491, **Version:** 1

Application of Encore Architects, PLLC, to rezone an approximately 34, 654 square foot site located at 8601 Fremont Ave. N. from Single Family (SF5000) to Lowrise 2 with a (M) Mandatory Housing Affordability suffix (LR2 (M)) (Project No. 3036119-LU; Type IV).

The Rezone Material is provided as an attachment.

FINDINGS, CONCLUSIONS, AND DECISION
OF THE CITY COUNCIL OF THE CITY OF SEATTLE

In the matter of the Petition:)	Clerk File 314491
Application of Encore Architects,)	FINDINGS, CONCLUSIONS,
PLLC, to rezone an approximately)	AND DECISION
34,654 square foot site located at 8601)	
Fremont Ave. N. from Neighborhood)	
Residential 3 (NR3) to Lowrise 2 with)	
a (M1) Mandatory Housing)	
Affordability suffix (LR2 (M1)))	
(Project No. 3036119-LU; Type IV).)	

Introduction

This matter involves a petition by Blair Stone, Encore Architects, on behalf of Bellwether Housing (“Applicant”) for a contract rezone of property at 8601 Fremont Avenue N from Neighborhood Residential 3 (NR3) to Lowrise 2 with a (M1) Mandatory Housing Affordability suffix (LR2 (M1)).

The proposal site is approximately 34,654 square feet in size and is located in the Greenwood neighborhood. The application includes a Master Use Permit to redevelop the site with two residential buildings containing 53 affordable apartment units. The Applicant intends to satisfy MHA program requirements through on-site performance. Attachment A shows the area to be rezoned.

On December 23, 2024, the Seattle Department of Construction and Inspections (SDCI) issued a recommendation to approve the application with conditions. On January 14, 2025, the Deputy Hearing Examiner held an open-record public hearing on the proposed rezone. On January 29, 2025, the Deputy Hearing Examiner recommended conditional approval. On April 2, 2025, the Land Use Committee of the Council reviewed the record and the recommendations

by SDCI and the Deputy Hearing Examiner and recommended approval of the contract rezone to the City Council.

Findings of Fact

The Council hereby adopts the Hearing Examiner's Findings of Fact as stated in the Findings and Recommendation of the Hearing Examiner dated January 29, 2025.

Conclusions

The Council hereby adopts the Hearing Examiner's Conclusions as stated in the Findings and Recommendation of the Hearing Examiner dated January 29, 2025.

Decision

The Council hereby **GRANTS** a rezone of the property from NR3 to LR2 (M1), as shown in Exhibit A. The rezone is subject to the execution of a Property Use and Development Agreement (PUDA) requiring the owners to comply with certain conditions for the life of the project. Those conditions are adopted by the Council as follows:

CONDITIONS

Prior to Issuance of a Master Use Permit

1. The rezone includes a Mandatory Housing Affordability designation of M1.
2. Development of the rezoned property shall be subject to the requirements of SMC 23.58B and/or 23.58C.

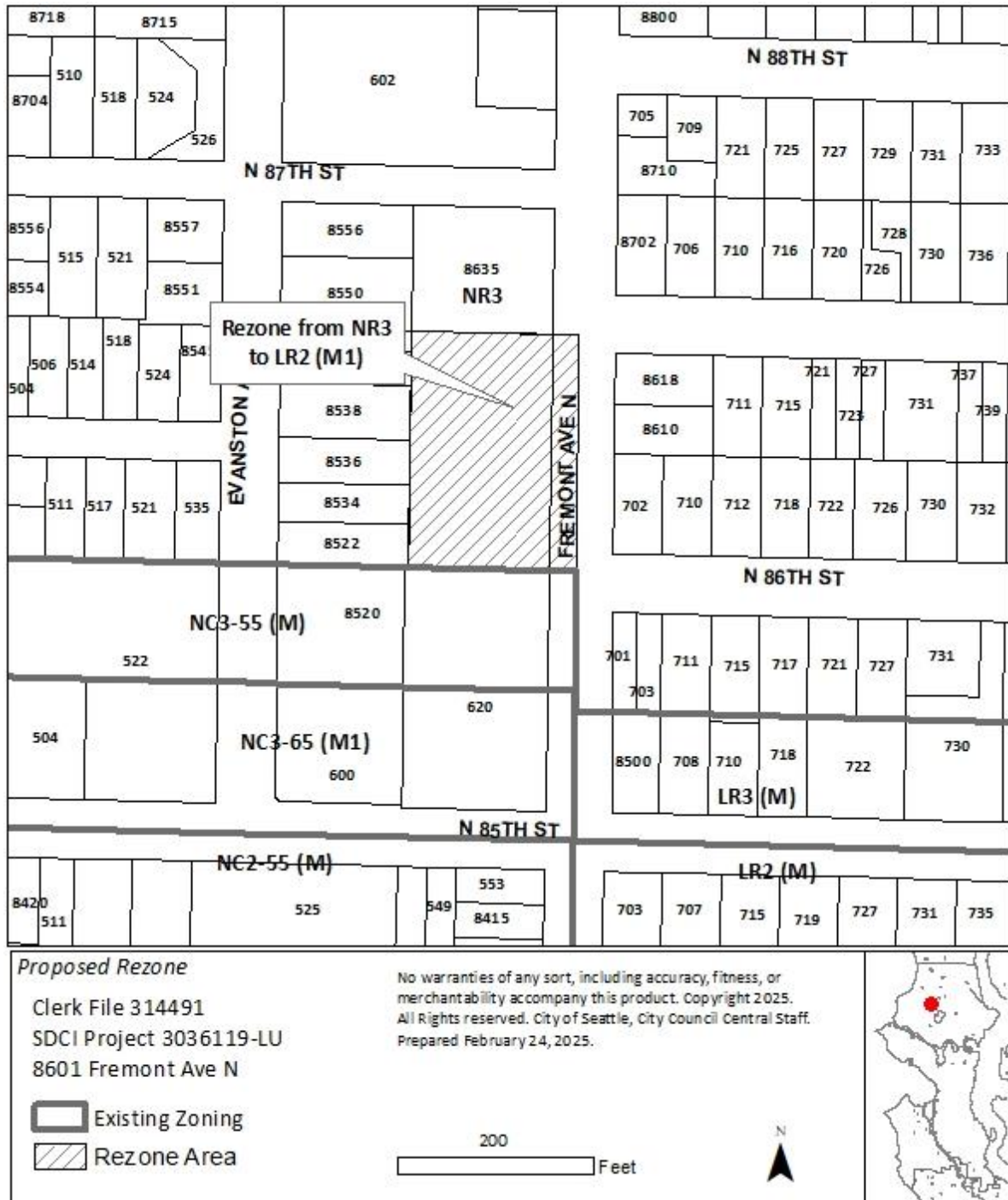
Prior to Issuance of a Building Permit

3. Plans shall be in substantial conformance with the approved plans for Master Use Permit number 3036119-LU, provided that, should the City Council adopt legislation that implements a zoning designation for the site with higher development capacity than LR2, the Applicant may revise its proposal to fully conform with the later-adopted zoning designation.

Dated this _____ day of _____, 2025.

City Council President

ATTACHMENT A



ENCORE

ARCHITECTS

DATE: February 23, 2022

TO: Greg Johnson
Seattle Department of Construction and Inspections
700 5th Avenue, Suite 2000
PO Box 34019
Seattle, WA 98124-4019

FROM: Blair Stone
Encore Architects

RE: Rezone Application Submittal Information

Dear Greg;

Below is the information requested for the rezone application submittal:

1. Project number: *3036119-LU*
2. Subject property address(es): *8601 Fremont Ave. N*
3. Existing zoning classification(s) and proposed change(s): *SF 5000 to LR2 (M)*
4. Approximate size of property/area to be rezoned: *34,654 sf*
5. If the site contains or is within 25 feet of an environmentally critical area, provide information if required pursuant to SMC 25.09.330 and CAM 103B, Environmentally Critical Area Site Plan Requirements. *Site does not contain any environmentally critical areas.*
6. Applicant information:
*Encore Architects, PLLC
1402 Third Ave, Suite 1000
Seattle, WA 98101
Contact: Blair Stone
blairs@encorearchitects.com*
7. Legal description of property(s) to be rezoned (also include on plans – see #16, below).
*OSNER'S SUBURBAN HOMES PCL "B" OF SEATTLE LBA#3036839-LU REC# 20210218900013 SD
LBA BEING POR OF LOTS 3-5 OF BLK 5 OF SD ADD*
8. Present use(s) of property. *Playground and play field for the North Seattle Boys and Girls Club*
9. What structures, if any, will be demolished or removed? *Portable shed and play equipment.*
10. What are the planned uses for the property if a rezone is approved? *58 units of affordable housing.*

11. Does a specific development proposal accompany the rezone application? If yes, please provide plans. *Yes, a specific development proposal is included in the rezone package and 30x42 plan sheets per the Land Use Requirement check sheet.*
12. Reason for the requested change in zoning classification and/or new use.
There is great need to establish higher densities in well-served areas such as this one to facilitate the production of affordable housing. Under the proposed LR2 (M) zoning, the density would allow for this affordable housing to provide a mix of unit types including family-size affordable units, which are in very short supply within the City limits.
13. Anticipated benefits the proposal will provide.
The property is a good candidate for Lowrise 2 (LR2) zoning because the roads, transit, schools, open space, commercial activity and utility services can support higher density development. LR2 (M) would provide a needed transition between denser NC3-55 (M) development along N 85th Street and the single family zone. The 40-foot height limit of LR2 (M) provides a stepping from 55 feet down to 30 - 35 feet of the SF zone. While we are nowhere near the allowed density of this zone, the floor area ratio makes LR2 (M) a viable option compared to SF, RSL and LR1 zones. More importantly, there is a demonstrated need to establish higher densities in well-served areas such as this one to facilitate the production of affordable housing (a stated city priority).
14. Summary of potential negative impacts of the proposal on the surrounding area.
The project site was formally a playfield providing pervious surface. However, soil exploration determined that infiltration is low. Shadows will somewhat impact the single family to the west of the site. The negative environmental impacts associated with allowing the proposed denser urban infill development would not appreciably be greater than those that develop under the existing zoning would afford.
15. List other permits or approvals being requested in conjunction with this proposal (e.g., street vacation, design review). *Building and Street Use permits.*
16. Submit a written analysis of rezone criteria (see SMC 23.34.008 and applicable sections of 23.34.009-128). Include applicable analysis locational criteria of 23.60.220 if a shoreline environment redesignation is proposed. *A written analysis of the rezone criteria can be found in the pdf file named 3036119-LU_Rezone Analysis_2022-02-23.*
17. Provide six copies of scale drawings with all dimensions shown that include, at a minimum, existing site conditions, right- of-way information, easements, vicinity map, and legal description. See SMC 23.76.040.D, Application for Council Land Use Decisions for other application materials that may be pertinent. Plans must be accompanied by DPD plans coversheet. *I think this item is out of date. The submittal is electronically. It is my understanding that coversheets are no longer required. If this is not correct, please let me know.*

If there are any additional questions or concerns, please do not hesitate to contact us.

Blair Stone

Encore Architects



**FINDINGS AND RECOMMENDATION
OF THE HEARING EXAMINER FOR THE CITY OF SEATTLE**

BLAIR STONE
APPLICATION NO. 3036119-LU, COUNCIL FILE 314491(REZONE)

Hearing Date: January 14, 2025
Decision Date: January 29, 2025
Forwarded to the City Clerk: January 29, 2025

TABLE OF CONTENTS

Section	Description
I. Final Documents	<ul style="list-style-type: none">• Seattle Department of Construction and Inspections Analysis, Decision, and Recommendation, December 23, 2024• Certificate of Service, January 29, 2025• Hearing Examiner Findings and Recommendation, January 29, 2025
II. Exhibits	<u>Public Hearing Exhibits</u> See Attached Exhibit List
III. Administrative Materials	<ul style="list-style-type: none">• Public Notice of Decision and Recommendation, December 23, 2024• Hearing Minutes, January 14, 2025• Mailing List
IV. Recording	<ul style="list-style-type: none">• Hearing MP3, January 15, 2025

**FINDINGS AND RECOMMENDATION
OF THE HEARING EXAMINER FOR THE CITY OF SEATTLE**

In the Matter of Application of

**BLAIR STONE/ENCORE
ARCHITECTS,**

For a Rezone of Property at
8601 Fremont Avenue N.

Hearing Examiner Files:
CF 314491

Department Reference:
3036119-LU

FINDINGS OF FACT

1. Introduction. Applicant Encore Architects has proposed a contract rezone from Neighborhood Residential 3 to Lowrise Residential 2 (M). The rezone would allow for two three-story apartment buildings with 53 affordable units and parking for 11 vehicles.

2. Hearing. A properly noticed public hearing¹ was held remotely and in person on January 14, 2025. The Seattle Department of Construction and Inspections (“Department”), through Greg Johnson, Sr. Planner, described the proposal and the rezone criteria. The Applicant, represented by Steven J. Gillespie, McCullough Hill, PLLC, appeared and called several witnesses. Susan Boyd, Bellwether Housing’s CEO, addressed how the project serves the mission of the applicant-in-fact, Bellwether Housing. Blair Stone, Principal with Encore Architects PLLC, the project architect, provided detail on the project’s design and fit with the surrounding area. Olin Johansen, Seattle Office of Housing, Capital Investments, detailed Office support for the project. No member of the public indicated a wish to testify.

3. Testimony, Additional Detail. Bellwether’s CEO, Susan Boyd, summarized past projects, including those similar to the one proposed. She noted the Applicant’s shared vision with the adjacent Boys and Girls Club and the project’s ideal location (a block from a park, near robust transit, near a library and in an area underserved by affordable housing).

Architect Blair Stone addressed zoning compatibility, noting that the proposed zoning and height (40 feet) fits within the neighborhood context, transitioning between the greater heights allowed in NC3 and the lower heights allowed in NR3. She noted that a large grocery store is within walking distance, Greenwood Park is a block away, and the project is adjacent to a Boys & Girls Club and near Greenwood Senior Center. Also, the site is on a neighborhood greenway street which promotes bicycling (the project provides parking for 58 bicycles) and is well served by bus connections. Ms. Stone also addressed architectural design, including building size, noting the buildings were shifted to create front yards, street trees are kept, and the massing approach was designed to integrate with the adjacent single-family (NR) zoning.

¹ Exhibit 35; SMC 23.76.052(C). No concerns on notice were raised.

Mr. Gillespie, counsel for the Applicant, addressed the legal framework. He noted that the project's affordable housing exempted it from Design Review and residential projects are exempt from SEPA. Only the contract rezone is before the Examiner. He noted that LR3 zoning, which would allow more housing units than the proposed LR2 zone, is expected to be proposed later in the year. The Applicant's position is that either zoning designation is appropriate but it has moved forward with LR2 due to uncertainties on area-wide zoning timing. Mr. Gillespie reiterated that the site hits "so many policy goals," with the 53 affordable housing units being next door to the Boys & Girls Club, one block from a park, one block from high frequency transit, next to an Urban Village with a library and restaurants and fronting a neighborhood greenway with bicycle lanes.

4. Exhibits. The Department submitted Exhibits 1-32, with the Applicant adding Exhibits 33 and 34. All exhibits were admitted without objection. No written public comment was submitted to the Examiner. As the Department will likely be proposing an area-wide rezone which would encompass the site, the Applicant asked that the record be kept open until January 28, to allow for a condition to be submitted addressing this eventuality. Following the hearing, the public notice exhibit was re-numbered as Exhibit 35 and the Applicant and Department jointly submitted Exhibit 36, a condition to address the anticipated area-wide rezone. The Examiner visited the site on January 27. The visit provides context but is not evidence.

5. Site. The site is a flat, rectangular-shaped parcel, with no environmentally critical areas, located outside the City's shoreline areas, mid-block on Fremont Avenue N between N 87th and N 85th (a principal arterial street). The Boys and Girls Club is adjacent to the north and its recreational field occupies the site. The site is now zoned NR3, which is also to the north, east, and west, with Neighborhood Commercial 3 – with a 55-foot height limit to the south (NC3-55 (M)). LR3 (M) and LR2(M) zoning is a half block to the southeast. The site is not in an urban center or village.

6. Design. The rezone is coupled with a development project designed to fit with the surrounding neighborhood. The Fremont right of way separates the project from single-family development to the east. The project incorporates:

- Sloped roofs to provide a roof pattern generally consistent with those of single-family dwellings.
- Modulated building massing along Fremont Avenue N frontage to reduce appearance of bulk.
- An overall height of 40-feet, compatible with the 35-foot height limit for single-family dwelling in the existing NR3 zone.

7. Written Public Comments. No public comments were submitted directly to the Examiner. Earlier comments to the Department focused on losing the Boys & Girls Club playfield. The Applicant noted that this is a private field, a public park (Greenwood Park) is a block north, and the Boys & Girls Club is a partner in the project. Several comments supported the project, others raised concerns on affordability (possibly not realizing all units will be affordable), and there was some concern on the limited parking provided.²

² Exhibit 3.

8. Department Review. The Department recommended approval with conditions. To the extent consistent with this Recommendation, the Department's staff report is incorporated as supplemental findings.³

CONCLUSIONS OF LAW

1. Jurisdiction. The Hearing Examiner has jurisdiction to issue a recommendation on the rezone, while the Council makes the final decision.⁴

2. Criteria, Summary. Criteria for assessing a site-specific rezone request are at SMC 23.34.004 (contract rezones), 23.34.006 (MHA suffixes), 23.34.007 (rezone evaluation), 23.34.008 (rezone criteria), 23.34.009 (height limits), 23.34.010, .011 (NR designations), 23.34.012 (NR Small Lot), 23.34.013 (multi-family designations), and 23.34.014, .018, and .020 (LR designations). Despite the considerable amount of overlapping criteria, key considerations are zoning compatibility with the neighborhood and land use planning for the area.

3. Contract Rezone, SMC 23.34.004. As this is a contract rezone, a Property Use and Development Agreement, or PUDA, will be executed and recorded.⁵ The code details payment and performance requirements.⁶ The PUDA should include conditions requiring property development to substantially conform with the approved Master Use Permit #3036119-LU plans. Should the site be later upzoned as detailed at hearing, revisions should be allowed.

4. "M" Suffix: Mandatory Housing Affordability, SMC 23.34.006. With the proposed zoning, the site is subject to MHA requirements at SMC 23.58B and/or 23.58C. The existing zoning does not contain an "M" suffix but the site would with the proposed zoning.⁷ As zoned capacity would increase by a single category, the M1 suffix applies.⁸ The development is for 100% affordable units, so exceeds MHA requirements.

5. Rezone Evaluation, SMC 23.34.007. Applicable sections of Ch. 23.34 SMC on rezones are weighed and balanced together to determine the most appropriate zone and height designation.⁹ Zone function statements are used "to assess the likelihood that the area proposed to be rezoned would function as intended."¹⁰ "No single criterion ... shall be applied as an absolute requirement or test of the appropriateness of a zone designation ... unless a provision indicates the intent to constitute a requirement...."¹¹ The most appropriate zone designation is the one "for which the provisions for designation of the zone type and the locational criteria for the specific zone match the characteristics of the area to be rezoned better than any other zone designation."¹²

³ Exhibit 1.

⁴ SMC 23.76.004(C); SMC 23.76.004, Table A.

⁵ SMC 23.34.004.

⁶ See e.g., Ch. 23.58B and .58C SMC.

⁷ SMC 23.34.006.

⁸ SMC 23.34.006; see also Director's Rule 14-2016.

⁹ SMC 23.34.007.

¹⁰ SMC 23.34.007(A).

¹¹ SMC 23.34.007(B).

¹² SMC 23.34.008(B).

6. Match Between Zone Criteria and Area Characteristics, SMC 23.34.008(A) and (B). The proposal is a good fit within the area. The LR2 designation meets functional and locational criteria. The affordable housing project supports the surrounding neighborhood and larger community. The project promotes pedestrian activity with access to transit and urban services and amenities. The site is separated from lower density residential areas by physical edges, including right-of-way, building spacing with respect to the right-of-way (staggered front yard areas), design (including height compatible with surrounding uses and gabled roofing), and site location. LR3 area-wide zoning is expected to be reviewed by the Council later this year and would likely also be appropriate for the site.

7. Neighborhood Plan/Precedential Effect, SMC 23.34.008(C) and (D). The site has been zoned for single-family uses since annexation into the city, but over the years the area has increasingly moved toward a more integrated, denser neighborhood proximate to transit and urban services. The Greenwood-Phinney Neighborhood Plan provides for high quality development supported by services, which is compatible with existing use, scale, and character, and promotes a range of housing types, including smaller affordable housing units. The project includes 53 low-income multi-family units and the design uses gabled roofing, modulated building massing along Fremont Avenue N frontage to reduce appearance of bulk and provides for a 40-foot height to mesh with the NR3 zone's 35-foot single family residence height limit.

8. Zoning Principles, SMC 23.34.008(E). The proposed LR2 zoning provides an appropriate transition between surrounding zoning and uses. The site is adjacent to NC3-55 (55-foot height limits) and NR3 zoning, with its 35-foot height limits for residences. The LR2 zoning, with the 40-foot overall height is an appropriate transition. The planned uses are appropriate for the context. The existing Boys and Girls Club, which next door on the project's north side, is the only immediately surrounding non-residential use. Other existing uses are residential, consistent with the use and zoning proposed, and surrounding zoning.

9. Impact Evaluation, SMC 23.34.008(F). The rezone meets the compatibility standards for the surrounding neighborhood. Housing capacity is increased and the project will be adequately supported by public services and infrastructure, including pedestrian amenities and sidewalks. There is adequate street access, street capacity, transit, utility, and sewer capacity. The project is consistent with area aesthetics and does not adversely impact environmental conditions. It positively contributes to the need for affordable housing. No market-rate housing is provided. 11 parking spaces are on site, though demand was estimated at 27. The unmet need was determined to be adequately met through overflow parking.

10. Changed Circumstances, SMC 23.34.008(G). Changed circumstances are considered but need not be demonstrated. The area has seen increasing density and heights and denser housing to accommodate housing needs. The site is adjacent to the Greenwood-Phinney Ridge Residential Urban Village, which is expected to be proposed for expansion to include the project site.

11. Overlay Districts and Critical Areas, SMC 23.34.008(H) and (I). The site is adjacent to the Greenwood-Phinney Ridge Residential Urban Village but is not yet incorporated into an overlay district. There are no on-site critical areas.

12. Heights, SMC 23.34.009. The project's height is consistent with LR2 zone function, which supports pedestrian oriented residences compatible with the area. The modest 40-foot height proposed follows area topography and will have limited view impacts. The rezone and project include setbacks coupled with height and scale transitions. The increase is compatible with the surrounding area, including land use plans for the area.

13. NR1, NR2, and NR3 Designations, SMC 23.34.010, .011. The site and surrounding area do not meet the locational criteria for an NR designation. Percentages of single-family structures on adjacent blocks are generally less than 70%, when measured by block frontage length and accounting for actual use, including open space and undeveloped land.¹³ The Greenwood/Phinney Ridge Neighborhood Plan does not specifically identify the site as appropriate for single-family residential uses and the area surrounding the site has not had an increasing trend toward single-family uses over the last five years.

14. Neighborhood Residential Small Lot, SMC 23.34.012. The RSL criteria encourage separation from major arterial streets and frequent transit service, implying these areas may be more suitable for multi-family uses. The site is within a frequent transit service area and within a half-block of a major arterial street, so is not the best fit for an RSL designation.

15. Multifamily Designations, SMC 23.34.013. Rezoning an NR site to multi-family is based on SMC 23.34.010.B, which provides for location within an urban village, which is not the current condition.

16. LR Designation, SMC 23.34.014, .018, .020. The site, just outside an urban village, fronts on a local street characterized by a mix of housing types, including single-and-multi-family structures and is proximate to community and retail services. Aside from being a half-block north of a principal arterial street, the surrounding area is suited for local access and circulation. The LR1 designation is not the ideal fit as the site and immediate area are transitioning away from single-family character. Also, the proximity of a principal arterial street (N. 85th Street) makes the site more suitable for an LR2 designation. The LR1 zone would provide a bulk and scale transition between the adjacent NR and NC zones but the maximum permitted height in LR1 is the same as in the NR zones. The slightly higher LR2 height would provide better transitioning.

LR2 is also a better fit given site adjacency to the Greenwood-Phinney Ridge Residential Urban Village. Nearby structures within the Village are generally comparable in height to nearby single-family dwellings but a number have much larger footprints. With its building height and floor-area-ratio (FAR) maximums in between those of the adjacent NR and NC zones, LR2 provides a gradual transition. The site is well supported for LR2 uses from a transportation perspective, and by urban services, including community centers, a public park, and good pedestrian access. For similar reasons, LR3 is also appropriate, but the site is not yet within an urban center, urban village or station area overlay district. If the adjacent Greenwood-Phinney Ridge Residential Urban Village expands to include the site, LR3 may be the better zone.

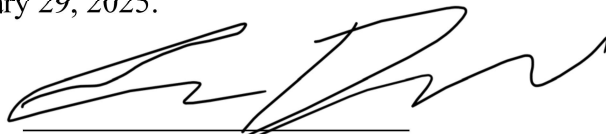
¹³ For detailed analysis, see Exhibit 4 (Rezone Analysis), pp. 26-28.

17. Conclusion. Considering Ch. 23.34 SMC criteria together, the most appropriate zone designation for the site is LR2 (M), with a PUDA. With the proposal's additional affordable housing and pedestrian oriented focus, and design, this zoning would better fulfill Comprehensive Plan objectives for the area. LR3 zoning may also be appropriate but this will require legislative evaluation.

RECOMMENDATION

The Hearing Examiner recommends that the City Council **APPROVE** the requested rezone subject to a PUDA, with the Department's recommended conditions, Attachment 1.

Entered January 29, 2025.

A handwritten signature in black ink, appearing to read 'S. Drummond', written over a horizontal line.

Susan Drummond, Deputy Hearing Examiner

Attachment 1
Recommended Conditions
Contract Rezone

These conditions should be contained in the PUDA:

Prior to Issuance of a Master Use Permit

1. The rezone includes a Mandatory Housing Affordability designation of M1.
2. Development of the rezoned property shall be subject to the requirements of SMC 23.58B and/or 23.58C. The PUDA shall specify the payment and performance calculation amounts for purposes of applying Chapter 23.58B and/or 23.58C

Prior to Issuance of a Building Permit

3. Plans shall be in substantial conformance with the approved plans for Master Use Permit number 3036119-LU, provided that, should the City Council adopt legislation that implements a zoning designation for the site with higher development capacity than LR2, the Applicant may revise its proposal to fully conform with the later-adopted zoning designation.

Concerning Further Review

NOTE: It is the responsibility of the person seeking to appeal a Hearing Examiner's recommendation to consult appropriate Code sections to determine applicable rights and responsibilities.

Under SMC 23.76.054, a person who submitted comment to the Department or Hearing Examiner may submit an appeal of the recommendation in writing to the City Council. The appeal must be submitted within fourteen (14) calendar days following the date of the issuance of the recommendation of the Hearing Examiner, and be addressed to:

Seattle City Council
Planning, Land Use and Zoning, c/o Seattle City Clerk
Physical Address: 600 Fourth Avenue, Floor 3, Seattle, WA 98104
Mailing Address: P.O. Box 94728, Seattle, WA 98124-4728

The appeal shall clearly identify specific objections to the Hearing Examiner's recommendation and specify the relief sought. Review code language for exact language and requirements, which are only summarily described above. Consult the City Council committee named above for further information on the Council review process.

BEFORE THE HEARING EXAMINER
CITY OF SEATTLE

CERTIFICATE OF SERVICE

I certify under penalty of perjury under the laws of the State of Washington that on this date I sent true and correct copies of the attached **FINDINGS AND RECOMMENDATION** to each person listed below, or on the attached mailing list, in the matter of **BLAIR STONE**. Case Number: **CF-314491** in the manner indicated.

Party	Method of Service
Applicant Blair Stone blairs@encorearchitects.com	<input type="checkbox"/> U.S. First Class Mail, postage prepaid <input type="checkbox"/> Inter-office Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Legal Messenger
Applicant Legal Counsel, McCullough Hill PLLC Steve Gillespie steve@mhseattle.com	<input type="checkbox"/> U.S. First Class Mail, postage prepaid <input type="checkbox"/> Inter-office Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Legal Messenger
Department, SDCI Greg Johnson greg.johnson@seattle.gov SCI Routing Coordinator SCI_Routing_Coordinator@seattle.gov SCI_LUIB SCI_LUIB@seattle.gov PRC@Seattle.Gov Tonya Capps Tonya.Capps@seattle.gov Nathan Torgelson nathan.torgelson@seattle.gov	<input type="checkbox"/> U.S. First Class Mail, postage prepaid <input type="checkbox"/> Inter-office Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Legal Messenger

<p>Roger Wynne roger.wynne@seattle.gov</p> <p>Ketil Freeman ketil.freeman@seattle.gov</p>	
<p>Mailing</p> <p>RLOO@BELLWETHERHOUSING.ORG; mazzucan@outlook.com; gabebriggs9@gmail.com; contact@slimekat.com; culturalpreservation@duwamishtribe.org; tdonnelly727@gmail.com; beerflicks@gmail.com; sherifeldspar@gmail.com; anne.nonymous@hotmail.com; benburtzos@gmail.com; dontsendmeanythingeverplease@gmail.com; danfarra@gmail.com; josmith@bellwetherhousing.org</p>	<p><input type="checkbox"/> U.S. First Class Mail, postage prepaid <input type="checkbox"/> Inter-office Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Legal Messenger</p>

Dated: January 29, 2025.

/s/ Angela Oberhansly
Angela Oberhansly, Legal Assistant



CITY OF SEATTLE
ANALYSIS AND RECOMMENDATION OF THE DIRECTOR OF
THE SEATTLE DEPARTMENT OF CONSTRUCTION AND INSPECTIONS

Record Number: 3036119-LU

Applicant: Blair Stone, Encore Architects

Address of Proposal: 8601 Fremont Avenue N.

SUMMARY OF PROPOSAL

Council Land Use Action to rezone a parcel of land from NR3 (Single Family) to LR2 (M) (Lowrise -2). Project includes 2, 3-story apartment buildings (53-units total). Parking for 11 vehicles proposed.

The following approval is required:

I. Amendment to Official Land Use Map (Contract Rezone) (SMC Chapter 23.34)

SEPA DETERMINATION

- ☐ Determination of Nonsignificance (DNS)
 - ☐ Pursuant to SEPA substantive authority provided in SMC 25.05.660, the proposal has been conditioned to mitigate environmental impacts.
 - ☐ No mitigating conditions of approval are imposed.
- ☐ Determination of Significance (DS) – Environmental Impact Statement (EIS)
- ☐ Determination made under prior action.
- ☒ Exempt

SITE AND VICINITY

Site Description: The site is a relatively flat rectangular-shaped parcel located midblock on Fremont Avenue N. between N. 87th Street to the north and N. 85th Street to the south. The site is occupied by a recreational field associated with the Boys and Girls Club located on the adjacent parcel to the north.

Site Zone: Neighborhood Residential 3 (NR3)

Zoning Pattern: (North) NR3
 (South) Neighborhood Commercial 3-with a 55' height limit (M) [NC3-55 (M)]
 (East) NR3
 (West) NR3



The top of this image is north. This map is for illustrative purposes only. In the event of omissions, errors or differences, the documents in SDCI's files will control.

The site is located a half-block to the north of N. 85th Street, which is a principal arterial street. Fremont Avenue N. is a local street. Generally, the higher intensity zones are located within proximity of that street within the surrounding area. Zones gradually transition to lower densities to the north and south of that street.

Environmentally Critical Areas: There are no mapped ECAs on the site

PUBLIC COMMENT

The public comment period ended on April 18, 2022. Comments were received and carefully considered, to the extent that they raised issues within the scope of this review. These areas of public comment related to housing affordability, parking and the availability of park space.

I. ANALYSIS – CONTRACT REZONE

SMC 23.34.004 CONTRACT REZONES.

- A. *Property Use and Development Agreement. The Council may approve a map amendment subject to the execution, delivery, and recording of a property use and development agreement (PUDA) executed by the legal or beneficial owner of the property to be rezoned containing self-imposed restrictions upon the use and development of the property in order to ameliorate adverse impacts that could occur from unrestricted use and development permitted by development regulations otherwise applicable after the rezone. All restrictions imposed by the PUDA shall be directly related to the impacts that may be expected to result from the rezone.*

A Property Use and Development Agreement (PUDA) will be executed and recorded as a condition of the contract rezone. The Director recommends that the PUDA should require that development of the rezoned property is in substantial conformance with the approved plans for Master Use Permit number 3036119-LU.

- B. *Notwithstanding any contrary provision of subsection 23.34.004.A, the Council may approve a map amendment subject to execution, delivery, and recording of a property use and development agreement (PUDA) executed by the legal or beneficial owner of the property to be rezoned containing self-imposed restrictions applying the provisions of Chapter 23.58B or Chapter 23.58C to the property. The Director shall by rule establish payment and performance amounts for purposes of subsections 23.58C.040.A and 23.58C.050.A that shall apply to a contract rezone until Chapter 23.58C is amended to provide such payment and performance amounts for the zone designation resulting from a contract rezone.*

As noted above, in November 2015, the City Council passed Ordinance 124895 creating a new Land Use Code Chapter 23.58B, *Affordable Housing Impact Mitigation Program Development Program for Commercial Development* (MHA-C). The Council followed this, in August 2016, with Ordinance 125108 creating a new Land Use Code Chapter 23.58C, *Mandatory Housing Affordability for Residential Development* (MHA-R). The rezoned property is subject to Chapters 23.58B and 23.58C through the terms of a contract rezone in accordance with SMC 23.34.004 and Director's Rule 14-2016.

A PUDA will be executed and recorded as a condition of the contract rezone and shall require that the rezoned property be subject to the requirements of *SMC 23.58B and 23.58C*. A Director's Rule (*Application of Mandatory Housing Affordability for Residential Development [MHA-R] in contract rezones, DR 14-2016*) has been approved pursuant to *SMC 23.34.004.B*. The rule specifies how to determine the appropriate MHA suffix.

The Director's Rule provides a phased implementation calculation for proposals with complete Master Use Permit applications submitted before January 1, 2016. The subject application was submitted after this date (complete: February 23, 2022) so the phased implementation provisions do not apply. The application of the Director's Rule indicates that the proposed rezone from NR3 to LR2 would fall into tier *M1*, and therefore receive an (*M1*) suffix.

- C. *A contract rezone shall be conditioned on performance or compliance with the terms and conditions of the PUDA. Council may revoke a contract rezone or take other appropriate action allowed by law for failure to comply with a PUDA. The PUDA shall be approved as to form by the City Attorney and shall not be construed as a relinquishment by the City of its discretionary powers.*

A PUDA will be executed and recorded as a condition of the contract rezone from NR3 to LR3 (*M1*) with the condition that the development shall be in substantial conformance with the approved plans for Master Use Permit number 3036119-LU. The recorded condition will facilitate the use of an MHA suffix and any associated development standards identified in the Code for Lowrise 2 zones.

- D. *Waiver of Certain Requirements. The ordinance accepting the PUDA may waive specific bulk or off-street parking and loading requirements if the Council determines that the waivers are necessary under the agreement to achieve a better development than would otherwise result from the application of regulations of the zone. No waiver of requirements shall be granted that would be materially detrimental to the public welfare or injurious to property in the zone or vicinity in which the property is located.*

At the time of SDCI recommendation, no waivers to requirements were requested.

23.34.006 - Application of MHA suffixes in Type IV rezones

- A. *When the Council approves a Type IV amendment to the Official Land Use Map that increases development capacity in an area to which Chapters 23.58B and 23.58C have not previously been applied, the following provisions govern application of Chapters 23.58B and 23.58C to the rezoned area through use of a mandatory housing affordability suffix:*
1. *If the rezone is to another zone in the same MHA zone category according to Table A for 23.34.006, the new zone should have a (M) suffix.*
 2. *If the rezone is to another zone that is one category higher than the existing zone according to Table A for 23.34.006, the new zone should have a (M1) suffix.*
 3. *If the rezone is to another zone that is two or more categories higher than the existing zone according to Table A for 23.34.006, the new zone should have a (M2) suffix.*

The proposed LR2 zone is one category higher than the existing zone of NR3 according to Table A for 23.34.006. Based on this, the new zone should have an *M1* suffix.

B. *When the Council approves a Type IV amendment to the Official Land Use Map in an area to which Chapters 23.58B and 23.58C have previously been applied through the use of a mandatory housing affordability suffix, the suffix for the new zone shall be determined as follows:*

1. *If the rezone would not increase development capacity or is to another zone in the same MHA zone category according to Table A for 23.34.006, the MHA suffix should not change.*
2. *If the rezone is to another zone that is one category higher than the existing zone according to Table A for 23.34.006, the new zone should:*
 - a. *Have a (M1) suffix if it currently has an (M) suffix; or*
 - b. *Have a (M2) suffix if it currently has an (M1) or (M2) suffix.*
3. *If the rezone is to another zone that is two or more categories higher than the existing zone according to Table A for 23.34.006, the new zone should have a (M2) suffix.*

Chapters 23.58B and 23.58C have not been previously applied to this site. The site is currently zoned NR3 with no MHA suffix.

SMC 23.34.007 Rezone Evaluation.

- A. *The provisions of this chapter shall apply to all rezones, except correction of mapping errors. In evaluating proposed rezones, the provisions of this chapter shall be weighed and balanced together to determine which zone or height designation best meets these provisions. In addition, the zone function statements, which describe the intended function of each zone designation, shall be used to assess the likelihood that the area proposed to be rezoned would function as intended.*

This rezone is not proposed to correct a mapping error, and therefore the provisions of this chapter apply. In evaluating the proposed rezone, the provisions of this chapter have been weighed and balanced together to determine which zone and height designation best meets the provisions of the chapter. Additionally, the zone function statements have been used to assess the likelihood that the proposed rezone will function as intended.

- B. *No single criterion or group of criteria shall be applied as an absolute requirement or test of the appropriateness of a zone designation, nor is there a hierarchy or priority of rezone considerations, unless a provision indicates the intent to constitute a requirement or sole criterion.*

This analysis evaluates a range of criteria as they apply to the subject rezone and as identified in Chapter 23.34 Amendments to Official Land Use Map (Rezones) and Seattle Municipal Code (listed at the beginning of this “Analysis” section) and subject to the requirements of SMC 23.58.B and 23.58.C. No provision of the rezone criteria establishes a particular requirement or sole criterion that must be met for rezone approval. Thus, the various provisions are to be weighed and balanced together to determine the appropriate zone designation for the property.

- C. *Compliance with the provisions of this chapter shall constitute consistency with the Comprehensive Plan for the purpose of reviewing proposed rezones, except that Comprehensive Plan Shoreline Environment Policies shall be used in shoreline environment redesignations as provided in SMC subsection 23.60A.042.C.*

The proposed rezone is not a shoreline environment redesignation. The Comprehensive Plan Shoreline Policies were not used in this analysis.

- D. Provisions of this chapter that pertain to areas inside of urban centers or villages shall be effective only when a boundary for the subject center or village has been established in the Comprehensive Plan. Provisions of this chapter that pertain to areas outside of urban villages or outside of urban centers shall apply to all areas that are not within an adopted urban village or urban center boundary.*

The subject site is not located within an urban center or village. The proposed rezone has been evaluated according to the provisions of this chapter that apply to areas that are outside of urban villages.

- E. The procedures and criteria for shoreline environment redesignations are located in Sections 23.60A.042, 23.60A.060 and [23.60A.220](#).*

The subject rezone is not a redesignation of a shoreline environment and therefore is not subject to Shoreline Area.

- F. Mapping errors due to cartographic or clerical mistakes may be corrected through process required for Type V Council land use decisions in SMC Chapter 23.76 and do not require the evaluation contemplated by the provisions of this chapter.*

The subject rezone is not a correction of a mapping error and so should not be evaluated as a Type V Council land use decision.

SMC 23.34.008 General rezone criteria.

- A. To be approved a rezone shall meet the following standards:*

- 1. In urban centers and urban villages, the zoned capacity for the center or village taken as a whole shall be no less than 125% of the growth targets adopted in the Comprehensive Plan for that center or village.*
- 2. For the area within the urban village boundary of hub urban villages and for residential urban villages taken as a whole the zoned capacity shall not be less than the densities established in the Growth Strategy Element of the Comprehensive Plan.*

The site is not located within an urban center or urban village. This standard does not apply.

- B. Match between Established Locational Criteria and Area Characteristics. The most appropriate zone designation shall be that for which the provisions for designation of the zone type and the locational criteria for the specific zone match the characteristics of the area to be rezoned better than any other zone designation.*

This proposed rezone includes a change to the zone designation; therefore, an analysis of the zone type and locational criteria is required. Please see the functional and locational criteria analyses for the relevant zones in the sections below. Analyses of the Neighborhood Residential zones (NR1, NR2, and NR3), the Residential Small Lot zone (RSL), and the Lowrise zones (LR1, LR2, and LR3) are included.

- C. *Zoning History and Precedential Effect. Previous and potential zoning changes both in and around the area proposed for rezone shall be examined.*

Zoning History

The site was annexed into the City of Seattle in 1953 through Ordinance 82425. Available historic zoning maps show that the site has been consistently zoned to allow for detached single-family dwellings as primary land uses.

- **1961 Zoning Map:** The site is identified with RS 5000 zoning. The RS denotes single-family zoning.
- **1973 Zoning Map:** The site is identified with RS 5000 zoning. The RS denotes single-family zoning.
- **2022 Ordinance 126509:** This ordinance changed the names of Single Family zones to the comparable Neighborhood Residential zones. The previous Single Family 5000 (SF5000) zone became the Neighborhood Residential 3 (NR3) zone.

Potential Zoning Changes

The current draft of the One Seattle Comprehensive Plan and its related Growth Strategy and Zoning Update propose to change the zoning of the site and some of the area surrounding the site that is currently zoned NR3. The zoning update would extend the boundary of the Greenwood-Phinney Ridge Residential Urban Village to include the project site and would rezone the project site and the block it is located within to LR3. The zoning update is anticipated to occur in 2025.

D. Neighborhood Plans

1. *For the purposes of this title, the effect of a neighborhood plan, adopted or amended by the City Council after January 1, 1995, shall be as expressly established by the City Council for each such neighborhood plan.*

The applicable Greenwood/Phinney Ridge Neighborhood Plan (adopted November 18, 1999, ordinance 119743) can be found in the City of Seattle Comprehensive Plan Neighborhood Plans, beginning on page 323.

2. *Council adopted neighborhood plans that apply to the area proposed for rezone shall be taken into consideration.*

The project site is located in the Greenwood/Phinney Ridge Neighborhood Plan area. The adopted Seattle 2035 Comprehensive Plan contains policies specific to the Greenwood/Phinney Ridge Neighborhood, which includes the project site. The adopted policies within this neighborhood plan do not include any policies that specifically refer to future rezones. The following goals and policies may apply to the proposed rezone:

Land Use and Community Character Goals:

Goal G/PR-G5 A high-quality living environment with areas of higher densities concentrated where services are located.

Goal G/PR-G6 A neighborhood that grows in a manner that is compatible with existing scale and character.

Goal G/PR-G7 *A neighborhood where the scale and character of historical or existing neighborhood residential areas have been maintained.*

Land Use and Community Character Policies

Policy G/PR-P4 *Encourage development in commercial and multifamily zones that is consistent and compatible with neighborhood scale and character.*

The proposed development associated with the contract rezone is consistent with this policy due to the project site's location on a block face that does not include single-family residential development, the site's separation from single-family development by Fremont Avenue N., which has an approximately 65 foot right-of-way width, and a change in the block orientation across that street, and design elements that are intended to provide compatibility with existing neighborhood scale. These design elements include:

1. The use of sloped roofs on the proposed buildings to provide a roof pattern that is generally consistent with that of single-family dwellings.
2. A modulated building massing appearance along the Fremont Avenue N. frontage to reduce the bulk of the buildings' appearance.
3. An overall height of 40 feet that is compatible with the maximum permitted height of 35 feet for single-family dwellings in the existing NR3 zone.

Housing Goal

Goal G/PR-G10 *A neighborhood with a varied housing stock and a wide range of affordability that serves a diverse population.*

Housing Policies

G/PR-P14 *Support the development of smaller affordable housing units.*

The development proposal associated with the rezone includes 53 low-income multi-family housing units.

3. *Where a neighborhood plan adopted or amended by the City Council after January 1, 1995, establishes policies expressly adopted for the purpose of guiding future rezones, but does not provide for rezones of particular sites or areas, rezones shall be in conformance with the rezone policies of such neighborhood plan.*

The adopted portions of the Greenwood/Phinney Ridge Neighborhood Plan do not include any policies expressly adopted for the purpose of guiding future rezones.

4. *If it is intended that rezones of particular sites or areas identified in a Council adopted neighborhood plan are to be required, then the rezones shall be approved simultaneously with the approval of the pertinent parts of the neighborhood plan.*

The Council-adopted portions of the Greenwood/Phinney Ridge Neighborhood Plan do not identify any specific areas for rezone.

E. Zoning Principles. The following zoning principles shall be considered:

1. *The impact of more intensive zones on less intensive zones or industrial and commercial zones on other zones shall be minimized by the use of transitions or buffers, if possible. A gradual transition between zoning categories, including height limits, is preferred.*

The site is currently zoned NR3 for single-family development and is located adjacent to an NC3-55 zone, which allows for multi-family development with a maximum height of 55 feet. The proposed LR2 zone would strengthen the gradual transition between zoning categories by introducing a zone between the NR3 and NC3-55 zones with a maximum height of 40 feet, which is in-between the maximum heights of the adjacent NR3 (35-foot height limit) and NC3-55 (55 foot height limit) zones.

2. *Physical buffers may provide an effective separation between different uses and intensities of development. The following elements may be considered as buffers:*
 - a. *Natural features such as topographic breaks, lakes, rivers, streams, ravines and shorelines;*
 - b. *Freeways, expressways, other major traffic arterials, and railroad tracks;*
 - c. *Distinct change in street layout and block orientation;*
 - d. *Open space and greenspaces;*

A distinct change in street and block orientation occurs to the east of the project site along Fremont Avenue N. The project site is on a half-block without single-family dwellings where development is oriented to the east. The adjacent blocks to the east of the project site have an orientation where development, primarily single-family development, faces north and south except for one house directly across from the site on Fremont Avenue N. that faces west. This physical buffer in the form of a block orientation change will aid in the separation of the site and its multi-family uses from the surrounding development within the NR3 zone.

The project site also shares a zoning boundary with the NR3 zone along its west property line. Existing single-family development to the west is oriented to Evanston Avenue N. and generally faces away from the project site. Although it isn't platted, a shared driveway also separates the project site from development to the west.

3. *Zone Boundaries*
 - a. *In establishing boundaries the following elements shall be considered:*
 - (1) *Physical buffers as described in 23.34.008.E.2; and*
 - (2) *Platted lot lines.*

The boundaries of the proposed rezone follow the boundaries of an existing parcel generally following an established recreational field associated with the Boys and Girls Club, which is located on an adjacent parcel to the north of the site. The east boundary of the zone change abuts Fremont Avenue N., which separates the site from blocks that are primarily comprised of single-family development. The south boundary separates the site from existing multi-family development. The west boundary separates the site from existing parcels that are developed with single-family residential development with frontage on Evanston Avenue N. Although not all of these boundaries follow platted lot lines, they define distinct boundaries between the site and other uses, whether single-family, multi-family or community center. The proposed LR2 zone is a zone with height and scale characteristics that will provide an appropriate transition among these varied existing uses.

- b. Boundaries between commercial and residential areas shall generally be established so that commercial uses face each other across the street on which they are located, and face away from adjacent residential areas. An exception may be made when physical buffers can provide a more effective separation between uses.*

The existing Boys and Girls Club on the adjacent parcel to the north of the project site is the only non-residential use immediately surrounding the project site. All other existing uses are residential and the existing and proposed zones are all residential zones. This proposed rezone will not affect the orientation of future commercial uses.

- 4. In general, height limits greater than 55 feet should be limited to urban villages. Height limits greater than 55 feet may be considered outside of urban villages where higher height limits would be consistent with an adopted neighborhood plan, a major institution's adopted master plan, or where the designation would be consistent with the existing built character of the area.*

The proposed rezone to LR2 would permit building heights up to 40 feet.

- F. Impact Evaluation. The evaluation of a proposed rezone shall consider the possible negative and positive impacts on the area proposed for rezone and its surroundings.*

- 1. Factors to be examined include, but are not limited to, the following:*

- a. Housing, particularly low-income housing;*

The proposal would benefit this potential impact by providing 53 units of low-income housing.

- b. Public services;*

Though demand for public services may increase with an increased population of residents, sufficient public services exist to serve the surrounding area with the addition of the proposed development. With respect to utility and sewer capacity, a Water Availability Certificate will be required. No issues of water or sewer capacity are anticipated given infrastructure upgrades implemented by Seattle Public Utilities (SPU).

- c. Environmental factors, such as noise, air and water quality, terrestrial and aquatic flora and fauna, glare, odor, shadows, and energy conservation;*

As a multi-family residential proposal of 53 dwelling units, this development proposal is not expected to significantly contribute to environmental factors such as noise, air and water quality, terrestrial and aquatic flora and fauna, odor and energy conservation. There are no elements within the applicant's rezone proposal that are expected to create a significant amount of glare. Because the proposed building height is compatible with surrounding residential uses, significant amounts of shadows are not anticipated. The maximum proposed building height of 40 feet is 5 feet taller than the maximum height of 35 feet permitted within the adjacent NR3 zone. There are no existing trees on the site.

- d. Pedestrian safety*

Sidewalks exist along the project site's frontage on Fremont Avenue N. Construction of the development proposal will have minimal impact on existing sidewalks other than to introduce a driveway access and curb cut along the Fremont Avenue N. frontage.

e. *Manufacturing activity;*

The proposed rezone to LR2 is unlikely to impact current or future manufacturing activity within the project site and in the surrounding area. The surrounding area is primarily residential in nature with some commercial uses along NW 85th Street. Neither the existing nor proposed zones permit industrial uses.

f. *Employment activity;*

The proposed rezone is unlikely to impact employment activity. As described above, the site and surrounding neighborhood is primarily residential in nature. Neither the existing nor proposed zones permit significant commercial land uses.

g. *Character of areas recognized for architectural or historic value;*

There are no existing buildings on-site. There are no designated landmark buildings surrounding the site, nor any properties listed for potential landmark status.

h. *Shoreline view, public access and recreation.*

There are no shoreline views from the project site. Although the site currently appears to serve as a recreational field related to the adjacent Boys and Girls Club, it is not a public park.

2. *Service Capacities. Development which can reasonably be anticipated based on the proposed development potential shall not exceed the service capacities which can reasonably be anticipated in the area, including:*

- a. *Street access to the area;*
- b. *Street capacity in the area;*
- c. *Transit service;*
- d. *Parking capacity;*
- e. *Utility and sewer capacity;*
- f. *Shoreline navigation*

The applicant submitted a Transportation Assessment dated April 11, 2022, examining potential traffic and parking impacts. The assessment found that “The project would not adversely affect traffic operations at this location, and the relatively low number of estimated project trips are not anticipated to adversely affect traffic conditions in the site vicinity.”

The applicant submitted a memorandum entitled “Response to City Comments” dated July 9, 2024, which updated traffic information and examined parking impacts related to the development proposal. The memorandum continued to show that traffic conditions were not anticipated to be adversely affected by the proposed development. For vehicle trips, the memorandum estimated 14 AM peak hour trips and 17 PM peak hour trips. For parking, the memorandum estimated a parking demand of 27 parking spaces for the proposed development, which would create a need for 16 parking spaces that could not be provided by the 11 parking spaces with the proposed development.

The applicant subsequently submitted a Technical Memorandum for an “On-Street Parking Utilization Study” dated July 29, 2024, so show that sufficient on-street parking capacity exists in the surrounding blocks to accommodate these 16 spillover parking spaces. The memorandum “determined that parking utilization ranged from 58% to 67% on typical weekday evenings” in the surrounding streets and “the number of unused spaces ranged from 99 to 127 spaces.” The memorandum added “The study area for the on-street parking analysis included all roadways within an 800-foot walking distance from the project site”, which is the distance recommended for study according to the SDCI Tip #135 that provides direction for the preparation of parking utilization studies. Based on the results of these memorandums, the proposed development will not significantly impact street access to the area or street capacity of the area because of the relatively low number of anticipated vehicle trips. The results also show that sufficient on-street parking capacity exists in the surrounding blocks to accommodate the expected spillover parking need from the proposed development.

The site is located within an area of frequent transit service with a high-level of transit capacity.

With respect to utility and sewer capacity, a Water Availability Certificate will be required. No issues of water or sewer capacity are anticipated given infrastructure upgrades implemented by Seattle Public Utilities (SPU).

The project site is not located within or near any shoreline area and will therefore have no impacts to shoreline navigation.

- G. Changed circumstances. Evidence of changed circumstances shall be taken into consideration in reviewing proposed rezones but is not required to demonstrate the appropriateness of a proposed rezone. Consideration of changed circumstances shall be limited to elements or conditions included in the criteria for the relevant zone and/or overlay designations in this Chapter 23.34.*

The site is located adjacent to the Greenwood-Phinney Ridge Residential Urban Village. The current draft of the One Seattle Comprehensive Plan 2040 proposes extending the Greenwood-Phinney Ridge Residential Urban Village to include the project site and a significant area around the project site. The Growth Strategy and Zoning Update related to the draft comprehensive plan proposes to change the zoning of the site and some of the area surrounding the site from NR3 to LR3, which is one zoning classification higher than the LR2 zone proposed within this application. At this time, the zoning update is anticipated to occur mid-2025.

- H. Overlay Districts. If the area is located in an overlay district, the purpose and boundaries of the overlay district shall be considered.*

The site is not in an overlay district but is located adjacent to the Greenwood-Phinney Ridge Urban Village. Residential urban villages are areas of residential development generally at lower densities than urban centers or hub urban villages. While they are also sources of goods and services for residents and surrounding communities for the most part they do not offer many employment opportunities.

- I. Critical Areas. If the area is located in or adjacent to a critical area (SMC Chapter 25.09), the effect of the rezone on the critical area shall be considered.*

There are no mapped critical areas identified on the site. This criterion is not applicable.

23.34.010 - Designation of NR1, NR2, and NR3 zones

- A. *Except as provided in subsection 23.34.010.B, areas zoned NR1, NR2, or NR3 may be rezoned to zones more intense than NR3 only if the City Council determines that the area does not meet the locational criteria for NR1, NR2, or NR3 zones.*
- B. *Areas zoned NR1, NR2, or NR3 that meet the locational criteria contained in subsections 23.34.011.B.1 through 23.34.011.B.3 may only be rezoned to zones more intense than NR3 if they are located within the adopted boundaries of an urban village, and the rezone is to a zone that is subject to the provisions of [Chapter 23.58B](#) and [Chapter 23.58C](#).*

The site is currently zoned NR3. As described in the sections below that examine the site's applicability to the rezone criteria for various Neighborhood Residential zones, the site does not meet locational criteria located in 23.340.011.B.1 through 23.34.011.B.3 or the locational criteria of any of the NR zones.

23.34.011 - NR1, NR2, and NR3 zones, function, and locational criteria

- A. *Function. An area that provides predominantly detached single-family structures on lot sizes compatible with the existing pattern of development and the character of neighborhood residential areas.*
- B. *Locational criteria. An NR1, NR2, or NR3 zone designation is most appropriate in areas that are outside of urban centers and villages and meet the following criteria:*

- 1. *Areas that consist of blocks with at least 70 percent of the existing structures, not including detached accessory dwelling units, in single-family residential use; or*

The applicant's Rezone Evaluation dated August 12, 2024, shows on page 28 that the site and surrounding blocks do not consistently meet this 70% minimum standard for single-family residential land uses. Most adjacent blocks surrounding the site, using the definition of "block" in the Seattle Land Use Code, to the north, south, and west of the site do not have at least 70% of existing structures in single-family residential use. The block including the site does have at least 70% of existing structures within single-family residential use. However, this percentage is skewed by the fact that the site itself comprises approximately half of the block area but does not contain any existing structures. The applicant's analysis of surrounding blocks further examines the percentage of single-family uses based on the length of each block face and shows that blocks to the north, south, and west are comprised of less than 70% single-family uses based on the percentage of each block length. Only the blocks to the east of the project site are more than 70% single-family based on block length.

- 2. *Areas that are designated by an adopted neighborhood plan as appropriate for single-family residential use; or*

The adopted Greenwood/Phinney Ridge Neighborhood Plan, which is housed within the Seattle Comprehensive Plan, does not specifically designate the area containing the project site as appropriate for single-family residential uses. The adopted neighborhood plan contains policies related to scale, preservation, and affordability of existing residential structures, but does not specifically address the appropriateness of single-family residential uses.

3. *Areas that consist of blocks with less than 70 percent of the existing structures, not including detached accessory dwelling units, in single-family residential use but in which an increasing trend toward single-family residential use can be demonstrated; for example:*
 - a. *The construction of single-family structures, not including detached accessory dwelling units, in the last five years has been increasing proportionately to the total number of constructions for new uses in the area, or*
 - b. *The area shows an increasing number of improvements and rehabilitation efforts to single-family structures, not including detached accessory dwelling units, or*
 - c. *The number of existing single-family structures, not including detached accessory dwelling units, has been very stable or increasing in the last five years, or*
 - d. *The area's location is topographically and environmentally suitable for single-family residential developments.*

The applicant's Rezone Evaluation on page 29 demonstrates that there is not an increasing trend toward single-family residential uses in surrounding blocks comprised of less than 70% single-family residential. New single-family dwellings have not been constructed recently on these blocks within the last five years. The applicant's research shows only one remodel permit for an existing single-family dwelling in the last five years. However, the number of existing single-family structures has remained stable in the last five years.

The area's relatively flat topography is generally suitable for single-family development, these characteristics do not demonstrate an increasing trend toward single-family residential use. This is particularly true on the project site, which is currently vacant and without existing structures.

- C. *An area that meets at least one of the locational criteria in subsection 23.34.011.B should also satisfy the following size criteria in order to be designated as a NR1, NR2, or NR3 zone:*
 1. *The area proposed for rezone should comprise 15 contiguous acres or more, or should abut existing NR1, NR2, or NR3 zones.*
 2. *If the area proposed for rezone contains less than 15 contiguous acres, and does not abut existing NR1, NR2, or NR3 zones, then it should demonstrate strong or stable single-family residential use trends or potentials such as:*
 - a. *That the construction of single-family structures, not including detached accessory dwelling units, in the last five years has been increasing proportionately to the total number of constructions for new uses in the area, or*
 - b. *That the number of existing single-family structures, not including detached accessory dwelling units, has been very stable or increasing in the last five years, or*
 - c. *That the area's location is topographically and environmentally suitable for single-family structures, or*
 - d. *That the area shows an increasing number of improvements or rehabilitation efforts to single-family structures, not including detached accessory dwelling units.*

The area surrounding the project site does not meet any of the criteria in subsection 23.34.011.C.

- D. *Half-blocks at the edges of NR1, NR2, or NR3 zones which have more than 50 percent single-family structures, not including detached accessory dwelling units, or portions of blocks on an arterial which have a majority of single-family structures, not including detached accessory dwelling units, shall generally be included. This shall be decided on a case-by-case basis, but the policy is to favor including them.*

The half-block including the project site on the west side of Fremont Avenue N. does not have more than 50 percent single-family structures. So, the half-block containing the project site does not meet this criterion.

23.34.011 Analysis Summary. The characteristics of the site and surrounding area do not meet any of the locational criteria in SMC 23.34.011.B. Percentages of single-family structures on blocks adjacent to the site are below 70%. As measured by block frontage length, most of the surrounding blocks, including the block containing the site, are below 70% single-family residential. The adopted Greenwood/Phinney Ridge Neighborhood Plan does not specifically identify the site as appropriate for single-family residential uses. The area surrounding the site does not demonstrate an increasing trend toward single-family residential uses over the last five years.

23.34.012 - Neighborhood Residential Small Lot (RSL) zone, function, and locational criteria

- A. *Function. An area within an urban village that provides for the development of homes on small lots that may be more affordable compared to detached homes on larger lots and appropriate for households with children.*
- B. *Locational criteria. An RSL zone is most appropriate in areas generally characterized by the following:*
 - 1. *The area is similar in character to neighborhood residential zones;*

The site is located on a half block that is shared with a community center land use and multi-family residential land uses. The applicant has demonstrated in the submitted Rezone Evaluation that the area immediately surrounding the site is comprised of a significant percentage of land uses, primarily multi-family residential uses, that are not similar in character to neighborhood residential zones.

- 2. *The area is located inside an urban center, urban village, or Station Area Overlay District where it would provide opportunities for a diversity of housing types within these denser environments;*

The site is not located within an overlay.

- 3. *The area is characterized by, or appropriate for, a mix of single-family dwelling units, multifamily structures that are similar in scale to single-family dwelling units, such as duplex, triplex, rowhouse, and townhouse developments, and single-family dwelling units that have been converted to multifamily residential use or are well-suited to conversion;*

The site is located at a transition between single-family and multi-family uses. However, existing multi-family uses along N. 85th Street were generally constructed as multi-family buildings in the form of townhouses and apartment buildings, not as single-family buildings that were converted to multi-family residential.

- 4. *The area is characterized by local access and circulation that can accommodate low density development oriented to the ground level and the street, and/or by narrow roadways, lack of alleys, and/or irregular street patterns that make local access and circulation less suitable for higher density multifamily development;*

The site is located a half block north of N. 85th Street, which is an arterial street that allows for connections beyond the local street network.

5. *The area is within a reasonable distance of frequency transit service but is not close enough to make higher density multifamily development more appropriate.*

The site is located within an area of frequent transit service due to its location in proximity to N. 85th Street. Its location within a frequent transit service area appears to conflict with the intent of this criterion to be a reasonable distance from these areas.

6. *The area would provide a gradual transition between neighborhood residential zoned areas and multifamily or neighborhood commercial zoned areas; and*

The project site is located at a transition point between areas zoned neighborhood residential and areas zoned for neighborhood commercial. However, this transition is rather abrupt, occurring within adjacent blocks, and may not provide the gradual transition envisioned by this criterion.

7. *The area is supported by existing or projected facilities and services used by residents, including retail sales and services, parks, and community centers.*

The site is located approximately a quarter mile to the east of the Greenwood Avenue and 85th Street intersection, which is the primary commercial intersection in the vicinity of the site. The area surrounding that intersection is well served by commercial businesses. A community center, The Boys and Girls Club, is located adjacent to the project site to the north. A public park is located on the adjacent block to the north of the site.

23.34.012 Analysis Summary. The RSL location criteria encourages significant separation from major arterial streets and frequent transit service areas implying that areas with these characteristics may be more suitable for multi-family development. The site's location within a frequent transit service area and within a half-block of a major arterial street is not consistent with the RSL location criteria, which prefer locations farther away from these characteristics.

23.34.013 - Designation of multifamily zones

An area zoned neighborhood residential that meets the criteria of Section [23.34.011](#) for designation as NR1, NR2 or NR3 may not be rezoned to multifamily except as otherwise provided in Section 23.34.010.B.

Please see the discussion within this report under SMC 23.34.011 for more information about the relationship of the project site to the criteria in section 23.34.011.

23.34.014 - Lowrise 1 (LR1) zone, function and locational criteria

- A. *Function. The function of the LR1 zone is to provide opportunities for low-density multifamily housing, primarily rowhouse and townhouse developments, through infill development that is compatible with single-family dwelling units, or through the conversion of existing single-family dwelling units to duplexes or triplexes.*
- B. *Locational Criteria. The LR1 zone is most appropriate in areas generally characterized by the following conditions:*
1. *The area is similar in character to neighborhood residential zones;*
 2. *The area is either:*

- a. *located outside of an urban center, urban village, or Station Area Overlay District;*
- b. *a limited area within an urban center, urban village, or Station Area Overlay District that would provide opportunities for a diversity of housing types within these denser environments; or*
- c. *located on a collector or minor arterial;*
- d. *The area is characterized by a mix of single-family dwelling units, multifamily structures that are similar in scale to single-family dwelling units, such as rowhouse and townhouse developments, and single-family dwelling units that have been converted to multifamily residential use or are well-suited to conversion;*
- e. *The area is characterized by local access and circulation that can accommodate low density multifamily development oriented to the ground level and the street, and/or by narrow roadways, lack of alleys, and/or irregular street patterns that make local access and circulation less suitable for higher density multifamily development;*
- f. *The area would provide a gradual transition between neighborhood residential zoned areas and multifamily or neighborhood commercial zoned areas; and*
- g. *The area is supported by existing or projected facilities and services used by residents, including retail sales and services, parks, and community centers.*

23.34.014 Analysis. The project site and surrounding area are consistent with many of the locational criteria listed above. The site, located just outside of an urban village, fronts upon a local street, is characterized by a mix of housing types including single-and-multi-family structures, and has proximity to existing community and retail services. Aside from being located a half-block north of a principal arterial street, the surrounding area is generally characterized by local access and circulation. However, there are a few inconsistencies with these LR1 location criteria or criteria that would be better met by the LR2 criteria:

1. The site and immediately surrounding area appear to be in an area that is transitioning away from single-family character. There are no single-family structures on the block face containing the project site. The same block face contains Neighborhood Commercial zoning to the south of the project site. There are single-family dwellings adjacent to the site to the east and west. However, the primarily single houses to the east have a different block orientation than the block containing the project site. The single-family dwellings to west face a different street than the project site (Evanston Avenue N).
2. Although the site and immediately surrounding area contain several local streets, it is also located in close proximity to a principal arterial street (N. 85th Street) instead of a collector or minor arterial envisioned by the criteria. The presence of this principal arterial makes this site more consistent with the LR2 criteria as discussed in the section below.
3. Although the project site is located outside of an urban village, it is adjacent to an urban village and shares many of the urban village's characteristics such as proximity to multi-family residential development, location along an arterial street, and proximity to neighborhood-serving commercial uses. Although its location technically meets the criterion to be outside of an urban village, it appears to better meet the criterion related to proximity to an urban village in the LR2 criteria as discussed in the section below.
4. The LR1 zone would provide a bulk and scale transition between the adjacent Neighborhood Residential and Neighborhood Commercial zones. However, the maximum height permitted in the LR1 zone is the same as the Neighborhood Residential zones. For the purposes of a transition in height, bulk and scale, the LR2 zone would provide a better transition between the single-family and multi-family uses.

23.34.018 - Lowrise 2 (LR2) zone, function and locational criteria

- A. *Functions. The dual functions of the LR2 zone are to:*
1. *Provide opportunities for a variety of multifamily housing types in existing multifamily neighborhoods and along arterials that have a mix of small scale residential structures; and*
 2. *Accommodate redevelopment in areas within urban centers, urban villages, and Station Area Overlay Districts in order to establish multifamily neighborhoods of low scale and density.*
- B. *Locational Criteria. The LR2 zone is most appropriate in areas generally characterized by the following conditions:*
1. *The area is either:*
 - a. *located in an urban center, urban village, or Station Area Overlay District where new development could help establish a multifamily neighborhood of small scale and density; or*
 - b. *located in or near an urban center, urban village, or Station Area Overlay District, or on an arterial street, and is characterized by one or more of the following conditions:*
 - 1) *small-scale structures generally no more than 35 feet in height that are compatible in scale with NR and LR1 zones;*
 - 2) *the area would provide a gradual transition between NR or LR1 zones and more intensive multifamily or neighborhood commercial zones; and*
 2. *The area is characterized by local access and circulation conditions that accommodate low density multifamily development;*
 3. *The area has direct access to arterial streets that can accommodate anticipated vehicular circulation, so that traffic is not required to use streets that pass through lower density residential zones; and*
 4. *The area is well supported by existing or projected facilities and services used by residents, including retail sales and services, parks, and community centers, and has good pedestrian access to these facilities.*

23.34.018 Analysis. Compared to the other analyzed zones within this report, the locational criteria of the LR2 zone best describe the project site and the surrounding area. The site is located adjacent to the Greenwood-Phinney Ridge Residential Urban Village. Surrounding structures within the urban village are generally comparable in height to the heights of nearby single-family dwellings. However, some of the multi-family structures have significantly larger footprints than single-family dwellings. With its building height and floor-area-ratio (FAR) maximums in-between those of the adjacent Neighborhood Residential and Neighborhood Commercial zones, the LR2 zone would allow for relatively gradual transitions in the height, bulk, and scale of development between the Neighborhood Residential and Neighborhood Commercial zones.

The site is characterized by local access and circulation, but is also only a half-block north of N. 85th Street, which is a principal arterial street. The proximity of this arterial street can accommodate anticipated vehicular circulation so that traffic is not required to use streets that pass through lower density residential zones.

The site is located approximately a quarter mile to the east of the Greenwood Avenue and 85th Street intersection, which is the primary commercial intersection in the vicinity of the site. The area surrounding that intersection is well served by commercial businesses. A community center, The Boys and Girls Club, is located adjacent to the project site to the north. A public park is located on the adjacent block to the north of the site. All of these surrounding land uses have good pedestrian access from the project site via sidewalks along street frontages.

23.34.020 - Lowrise 3 (LR3) zone, function, and locational criteria

- A. *Functions. The dual functions of the LR3 zone are to:*
1. *provide opportunities for a variety of multifamily housing types in existing multifamily neighborhoods, and along arterials that have a mix of small to moderate scale residential structures; and*
 2. *accommodate redevelopment in areas within urban centers, urban villages, and Station Area Overlay Districts in order to establish multifamily neighborhoods of moderate scale and density.*
- B. *Locational Criteria. The LR3 zone is most appropriate in areas generally characterized by the following conditions:*
1. *The area is either:*
 - a. *located in an urban center, urban village, or Station Area Overlay District where new development could help establish a multifamily neighborhood of moderate scale and density, except in the following urban villages: the Wallingford Residential Urban Village, the Eastlake Residential Urban Village, the Upper Queen Anne Residential Urban Village, the Morgan Junction Residential Urban Village, the Lake City Hub Urban Village, the Bitter Lake Village Hub Urban Village, and the Admiral Residential Urban Village; or*
 - b. *located in an existing multifamily neighborhood in or near an urban center, urban village, or Station Area Overlay District, or on an arterial street, and characterized by a mix of structures of low and moderate scale;*
 2. *The area is near neighborhood commercial zones with comparable height and scale;*
 3. *The area would provide a transition in scale between LR1 and/or LR2 zones and more intensive multifamily and/or commercial zones;*
 4. *The area has street widths that are sufficient for two-way traffic and parking along at least one curb;*
 5. *The area is well served by public transit;*
 6. *The area has direct access to arterial streets that can accommodate anticipated vehicular circulation, so that traffic is not required to use streets that pass through lower density residential zones;*
 7. *The area well supported by existing or projected facilities and services used by residents, including retail sales and services, parks, and community centers, and has good pedestrian access to these facilities.*

The project site appears to be well-suited for the LR3 zone. It is located adjacent to a neighborhood commercial zone (NC3-55) with comparable height and scale and would provide a transition in building height from the NR3 zone. Surrounding street widths are sufficient for two-way traffic with parking along at least one curb, and the site is located a half block from N. 85th Street, which is an arterial street. The site is also located within an area with frequent public transit. However, the site is not located within an urban center, urban village or Station Area Overlay District, nor is it located within an existing multifamily neighborhood. The site is located within a transition area between multi-family development and single-family development. If the adjacent Greenwood-Phinney Ridge Residential Urban Village were extended to include the project site, LR3 might be the best zone to apply to the site.

- C. *The LR3 zone is also appropriate in the Delridge High Point Neighborhood Revitalization Area, as shown in Map A for 23.34.020, provided that the LR3 zone designation would facilitate a mixed-income housing development initiated by the Seattle Housing Authority or other public agency, a*

property use and development agreement is executed subject to the provisions of [Chapter 23.76](#) as a condition to any rezone, and the development would serve a broad public purpose.

The site is not located in the Delridge High Point Neighborhood Revitalization Area.

- D. Except as provided in this subsection 23.34.020.D, properties designated as environmentally critical may not be rezoned to an LR3 designation and may remain LR3 only in areas predominantly developed to the intensity of the LR3 zone. The preceding sentence does not apply if the environmentally critical area either:*
- 1. was created by human activity, or*
 - 2. is a designated peat settlement, liquefaction, seismic or volcanic hazard area, or flood prone area, or abandoned landfill.*

There are no mapped environmentally critical areas located on the project site.

RECOMMENDATION – CONTRACT REZONE

Based on the analysis of the rezone undertaken in this report through the provisions in SMC 23.34, the Director recommends that the proposed contract rezone from Neighborhood Residential (NR3) to Lowrise 2 be approved.

The Director recommends conditions be included in the PUDA;

CONDITIONS – CONTRACT REZONE

The Director recommends approval of the contract rezone from NR3 to LR2 subject to the following conditions, which should be contained in the PUDA:

Prior to Issuance of a Master Use Permit

1. The rezone includes a Mandatory Housing Affordability designation of M1.
2. Development of the rezoned property shall be subject to the requirements of SMC 23.58B and/or 23.58C. The PUDA shall specify the payment and performance calculation amounts for purposes of applying Chapter 23.58B and or 23.58C.

Prior to Issuance of a Building Permit

3. Plans shall be in substantial conformance with the approved plans for Master Use Permit number 3036119-LU.

Greg Johnson, Senior Land Use Planner
Seattle Department of Construction and Inspections

Date: December 23, 2024

3036119-LU Recommendation RZ

BELLWETHER GREENWOOD

BELLWETHER HOUSING

8601 FREMONT AVE N
SEATTLE WA 98103



SHEET INDEX - MASTER USE PERMIT		SHEET INDEX - MASTER USE PERMIT	
SHEET NO.	SHEET CONTENTS	SHEET NO.	SHEET CONTENTS
GS-01	COVER	AS-01	LANDSCAPE ARCHITECTURAL
GS-02	PROJECT INFO	AS-02	LANDSCAPE PLAN
GS-03	PROJECT LOCATION	AS-03	LANDSCAPE LEGEND
GS-04	LAND USE DIAGRAMS & GREEN BELT FORM	AS-04	LANDSCAPE ELEVATION
GS-05	DESIGN STANDARDS DIAGRAMS	AS-05	LANDSCAPE ELEVATION
GS-06	IDENTITY AREA DIAGRAM	AS-06	SEATTLE GREEN FACTOR PLAN
GS-07	LANDSCAPE DIAGRAM	AS-07	LANDSCAPE IRRIGATION
GS-08	LANDSCAPE DIAGRAM	AS-08	ARCHITECTURAL
GS-09	LANDSCAPE DIAGRAM	AS-09	COMPOSITE SITE PLAN
GS-10	LANDSCAPE DIAGRAM	AS-10	SITE PLAN
GS-11	LANDSCAPE DIAGRAM	AS-11	LEVEL 1 - OVERALL PLANS
GS-12	LANDSCAPE DIAGRAM	AS-12	LEVEL 2 - OVERALL PLANS
GS-13	LANDSCAPE DIAGRAM	AS-13	LEVEL 3 - OVERALL PLANS
GS-14	LANDSCAPE DIAGRAM	AS-14	ROOF - OVERALL PLANS
GS-15	LANDSCAPE DIAGRAM	AS-15	PARTIAL PLANS
GS-16	LANDSCAPE DIAGRAM	AS-16	LANDSCAPE ELEVATION
GS-17	LANDSCAPE DIAGRAM	AS-17	LANDSCAPE ELEVATION
GS-18	LANDSCAPE DIAGRAM	AS-18	ELEVATIONS SOUTH BUILDING
GS-19	LANDSCAPE DIAGRAM	AS-19	ELEVATIONS SOUTH BUILDING
GS-20	LANDSCAPE DIAGRAM	AS-20	ELEVATIONS SOUTH BUILDING
GS-21	LANDSCAPE DIAGRAM	AS-21	ELEVATIONS SOUTH BUILDING
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GS-97	LANDSCAPE DIAGRAM	AS-97	ELEVATIONS SOUTH BUILDING
GS-98	LANDSCAPE DIAGRAM	AS-98	ELEVATIONS SOUTH BUILDING
GS-99	LANDSCAPE DIAGRAM	AS-99	ELEVATIONS SOUTH BUILDING
GS-100	LANDSCAPE DIAGRAM	AS-100	ELEVATIONS SOUTH BUILDING

MASTER USE PERMIT

10/01//24

CYCLE 6 RESPONSE



Legend

- HMA PAVEMENT
- CONCRETE SIDEWALK
- CRUSHED GRAVEL SURFACING
- FINISHED GRADE (FG) ELEVATION
- FG @ TOP OF CURB
- FG @ FLOW LINE

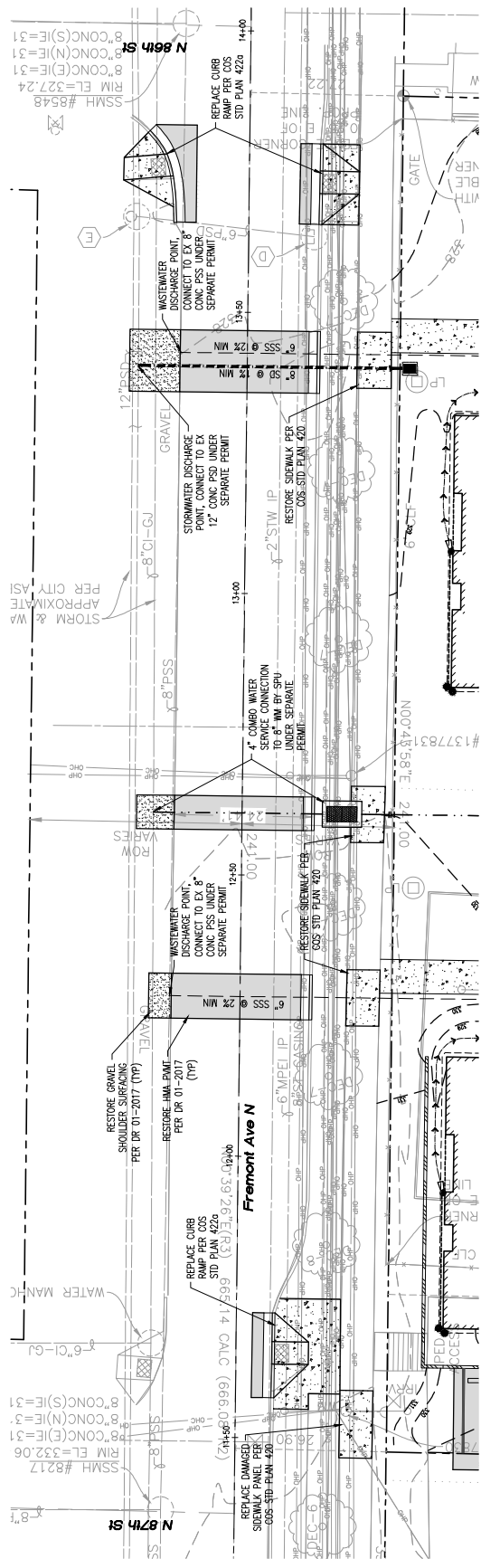
Notes

- SEE SHEET X FOR GENERAL NOTES.
- SEE SHEET X FOR TYPICAL FREMONT AVE X-SECTION.
- REMOVE EX IMPROVEMENTS AS REQUIRED FOR NEW CONSTRUCTION.
- RESTORE UTILITY CUTS IN THE RIGHT OF WAY PER SDOT DIRECTORS RULE 01-2017. COORDINATE WITH SDOT AS REQUIRED AND PAY ALL COSTS FOR RESTORATION.

New/Replaced Hard Surfacing

RIGHT OF WAY NEW/REPLACED HARD SURFACE
AREA, EXCLUDING UTILITY TRENCH RESTORATION
PER SMC 22.800.040A.2.a

NEW/REPLACE HARD SURFACING: 657 SF



DATE	MARK	NATURE	REVISIONS



ENGINEER/IA/SURVEYOR	SDOT PROJECT MANAGER
SPU/WATER ENGINEERING	SDOT SUPERVISOR
SPU/DRAINAGE	REVISED AS-BUILT
ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SEATTLE STANDARD PLANS AND SPECIFICATIONS IN EFFECT ON THE DATE SHOWN ABOVE, AND SUPPLEMENTED BY SPECIAL INSTRUCTIONS.	



8601 FREMONT AVE N
SIDEWALK PLAN
FREMONT AVE N

BELLMETHER GREENWOOD 8601 FREMONT AVE N - SDOT PROJECT NUMBER: 3036119-LU

SDOT PROJECT NO.	SDOT PROJECT NO.
VALLT PLAN NO.	VALLT PLAN NO.
VALLT SERIAL NO.	VALLT SERIAL NO.
SHEET	2 OF 2

SIP Lite Plan - 09/29/22

- MULCH:**
1. BARK MULCH: PACIFIC GARDEN MULCH, CEDAR GROVE COMPOST, OR APPROVED EQUAL, AND SHALL BE NO LESS THAN 2 OR MORE THAN 4 YEARS OLD. 4" DEPTH

- SEE PROTECTION
FOR CGS STANDARD DETAILS 132 & 133
- PEDESTRIAN POLE LIGHT
1-1/2" HT.
- BIKE RACK
TOOTHING-NO DETECTABLE NO SCRATCH SURFACE MOUNT
BACK BY SPORTWORKS. INSTALL PER MFG.
RECOMMENDATIONS. SHOWN WITH 2X6 USE ZONE. (2)
BACKS PROMINENTLY. RAMPING FOR 1A BIKES.

8", 6", 6", NO
10", 10", REMOVE



BELLWETHER GREENWOOD

DATE	08/12/2022 MUP Revision
BY	09/29/2022 MUP Revision
CHECKED BY	12/27/2022 MUP Revision
APPROVED BY	08/09/2024 MUP Revision
REVISIONS	
NO. OF PAGES	19131
PAGE NO.	19131
FILE NAME	KK DH

LANDSCAPE
LEGEND

L1.10

EXISTING TREES



REF. SIGNIFICANT TREE TABLE, SHEET L1.00

PLANT SCHEDULE

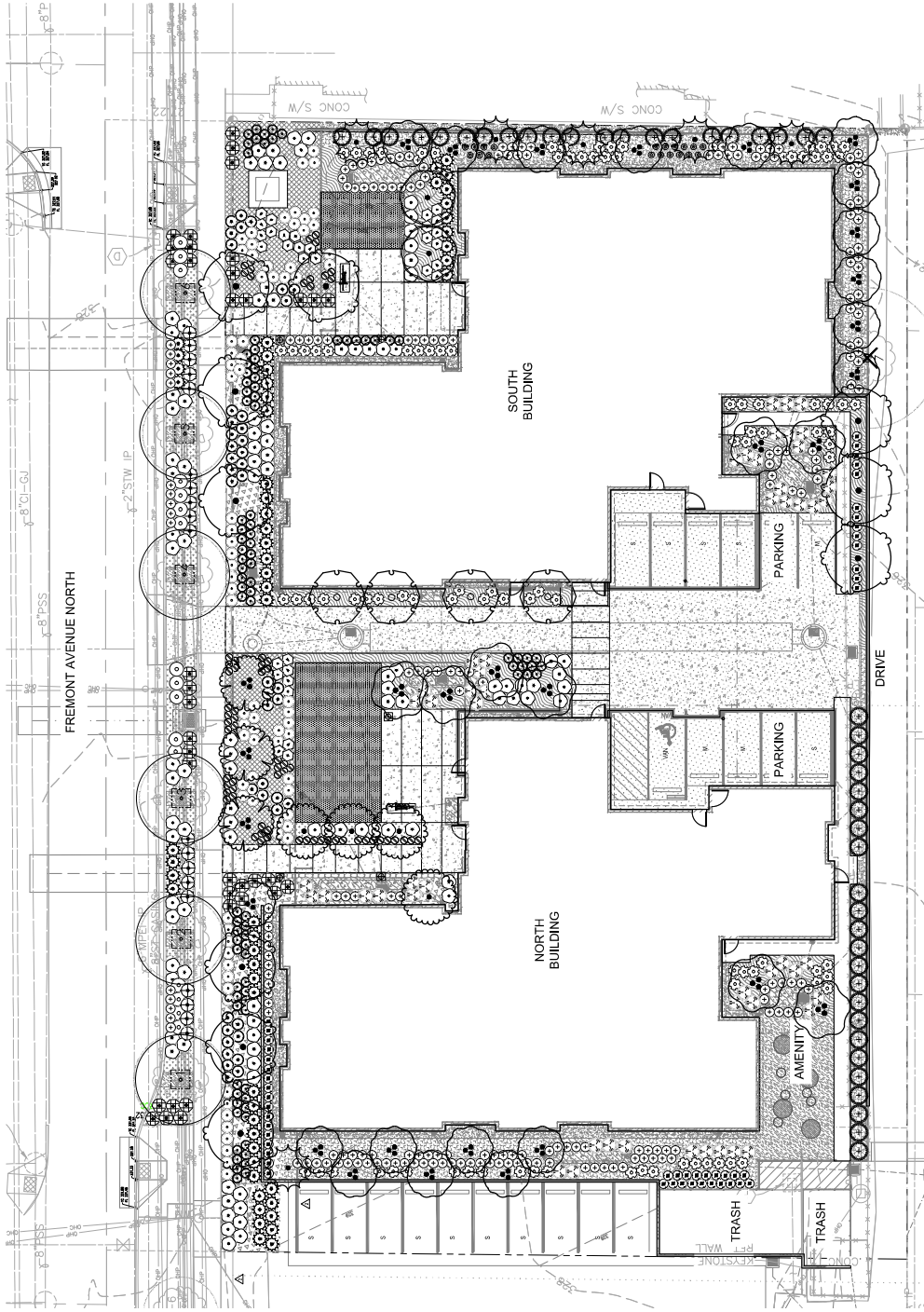
SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	COND.	DROUGHT	QTY.	REMARKS
TREES							
	ACER CIRCINATUM	VINE MAPLE	8-10' HT. MULTISTEM. 3 STEMS	B&B	NATIVE	19	SMALL
	ACER NIGRUM 'GREENCOLUMN'	GREEN COLUMN MAPLE	2.5' CAL.	B&B		10	SMALL/NEED
	AMELANCHIER ALPINOIA	SERVICEBERRY	8' HT. MULTI	B&B	NATIVE	8	SMALL
	CARPINUS BETULUS 'TASTEFUL'	UPRIGHT EUROPEAN HORNBEAM	1.5' CAL.	B&B	DR. TOL.	4	SMALL/NEED
	LAGESTROEMA INDIKA 'FAUBELI'	MUSKOGEE GRAPE WYRTLE MULTISTEM	8-10' HT. MULTI	B&B	DR. TOL.	3	SMALL
	LAGESTROEMA X TUDCORA	RED GRAPE WYRTLE MULTISTEM	8-10' HT. MULTI	B&B	DR. TOL.	2	SMALL
	MAGNOLIA STELLATA 'WATERLILY'	STAR MAGNOLIA	MULTISTEM 6' HT.	B&B		4	SMALL
	PRUNUS NIGRA	AUSTRIAN BLACK PINE	8' HT.	B&B		6	MED-LG
SHRUBS							
	ABELIA X GRANDIBRIDA 'LITTLE RICHARD'	LITTLE RICHARD GLOSSY ABELIA	2 GAL.	CONT.	DR. TOL.	30	Q.C.
	ADONIS NIGRA 'MILK CHOCOLATE'	ADONIS NIGRA 'MILK CHOCOLATE'	2 GAL.	CONT.	DR. TOL.	30	Q.C.
	CELEBRIS 'MILK CHOCOLATE'	CELEBRIS 'MILK CHOCOLATE'	2 GAL.	CONT.	DR. TOL.	30	Q.C.
	CELEBRIS 'MILK CHOCOLATE'	CELEBRIS 'MILK CHOCOLATE'	2 GAL.	CONT.	DR. TOL.	30	Q.C.
	CELEBRIS 'MILK CHOCOLATE'	CELEBRIS 'MILK CHOCOLATE'	2 GAL.	CONT.	DR. TOL.	30	Q.C.
	CELEBRIS 'MILK CHOCOLATE'	CELEBRIS 'MILK CHOCOLATE'	2 GAL.	CONT.	DR. TOL.	30	Q.C.
	CELEBRIS 'MILK CHOCOLATE'	CELEBRIS 'MILK CHOCOLATE'	2 GAL.	CONT.	DR. TOL.	30	Q.C.
	CELEBRIS 'MILK CHOCOLATE'	CELEBRIS 'MILK CHOCOLATE'	2 GAL.	CONT.	DR. TOL.	30	Q.C.
	CELEBRIS 'MILK CHOCOLATE'	CELEBRIS 'MILK CHOCOLATE'	2 GAL.	CONT.	DR. TOL.	30	Q.C.
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	CELEBRIS 'MILK CHOCOLATE'	CELEBRIS 'MILK CHOCOLATE'	2 GAL.	CONT.	DR. TOL.	30	Q.C.
	CELEBRIS 'MILK CHOCOLATE'	CELEBRIS 'MILK CHOCOLATE'	2 GAL.	CONT.	DR. TOL.	30	Q.C.
	CELEBRIS 'MILK CHOCOLATE'	CELEBRIS 'MILK CHOCOLATE'	2 GAL.	CONT.	DR. TOL.	30	Q.C.
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	CELEBRIS 'MILK CHOCOLATE'	CELEBRIS 'MILK CHOCOLATE'	2 GAL.	CONT.	DR. TOL.	30	Q.C.
	CELEBRIS 'MILK CHOCOLATE'	CELEBRIS 'MILK CHOCOLATE'	2 GAL.	CONT.	DR. TOL.	30	Q.C.
	CELEBRIS 'MILK CHOCOLATE'	CELEBRIS 'MILK CHOCOLATE'	2 GAL.	CONT.	DR. TOL.	30	Q.C.
	CELEBRIS 'MILK CHOCOLATE'	CELEBRIS 'MILK CHOCOLATE'	2 GAL.	CONT.	DR. TOL.	30	Q.C.
	CELEBRIS 'MILK CHOCOLATE'	CELEBRIS 'MILK CHOCOLATE'	2 GAL.	CONT.	DR. TOL.	30	Q.C.
	CELEBRIS 'MILK CHOCOLATE'	CELEBRIS 'MILK CHOCOLATE'	2 GAL.	CONT.	DR. TOL.	30	Q.C.
	CELEBRIS 'MILK CHOCOLATE'	CELEBRIS 'MILK CHOCOLATE'	2 GAL.	CONT.	DR. TOL.	30	Q.C.
	CELEBRIS 'MILK CHOCOLATE'	CELEBRIS 'MILK CHOCOLATE'	2 GAL.	CONT.	DR. TOL.	30	Q.C.
	CELEBRIS 'MILK CHOCOLATE'	CELEBRIS 'MILK CHOCOLATE'	2 GAL.	CONT.	DR. TOL.	30	Q.C.
	CELEBRIS 'MILK CHOCOLATE'	CELEBRIS 'MILK CHOCOLATE'	2 GAL.	CONT.	DR. TOL.	30	Q.C.
	CELEBRIS 'MILK CHOCOLATE'	CELEBRIS 'MILK CHOCOLATE'	2 GAL.	CONT.	DR. TOL.	30	Q.C.
	CELEBRIS 'MILK CHOCOLATE'	CELEBRIS 'MILK CHOCOLATE'	2 GAL.	CONT.	DR. TOL.	30	Q.C.
	CELEBRIS 'MILK CHOCOLATE'	CELEBRIS 'MILK CHOCOLATE'	2 GAL.	CONT.	DR. TOL.	30	Q.C.
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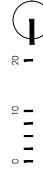
PER CITY OF SEATTLE DEPARTMENT OF PLANNING AND DEVELOPMENT DIRECTOR'S RULE 1-2020, THE FOLLOWING LANDSCAPE INFORMATION:

1. REQUIRED LANDSCAPE AREAS, AT LEAST 50% OF ALL PLANTINGS MUST BE DROUGHT TOLERANT.
2. PROJECT MEETS 60% SEATTLE GREEN FACTOR SCORE. SEE SPREADSHEET FOR CALCULATIONS.
3. ALL PLANTINGS AND LANDSCAPE ELEMENTS REQUIRED AS PART OF PERMIT MUST BE PLANNED FOR THE LIFE OF THE PROJECT. IF PLANTINGS OR FAILURES REDUCE REQUIRED PLANNING AREA OR GREEN FACTOR SCORE, NEW FEATURES MUST BE ADDED TO COMPENSATE.
4. DIMENSIONED USED FOR CALCULATING GREEN FACTOR ONLY, NOT FOR CONSTRUCTION LAYOUT.

[illegible]



1 Bellwether Greenwood - Landscape Irrigation
Scale 1" = 10'-0"

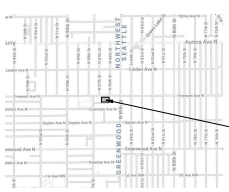


1	08/12/2022	MUP Revision
2	09/05/2022	MUP Revision
3	10/22/2022	MUP Revision
4	08/09/2024	MUP Revision
REVISIONS		
DATE	DESCRIPTION	BY
10/22/2022	19131	KK/DH
MASTER USE PERMIT 022322		

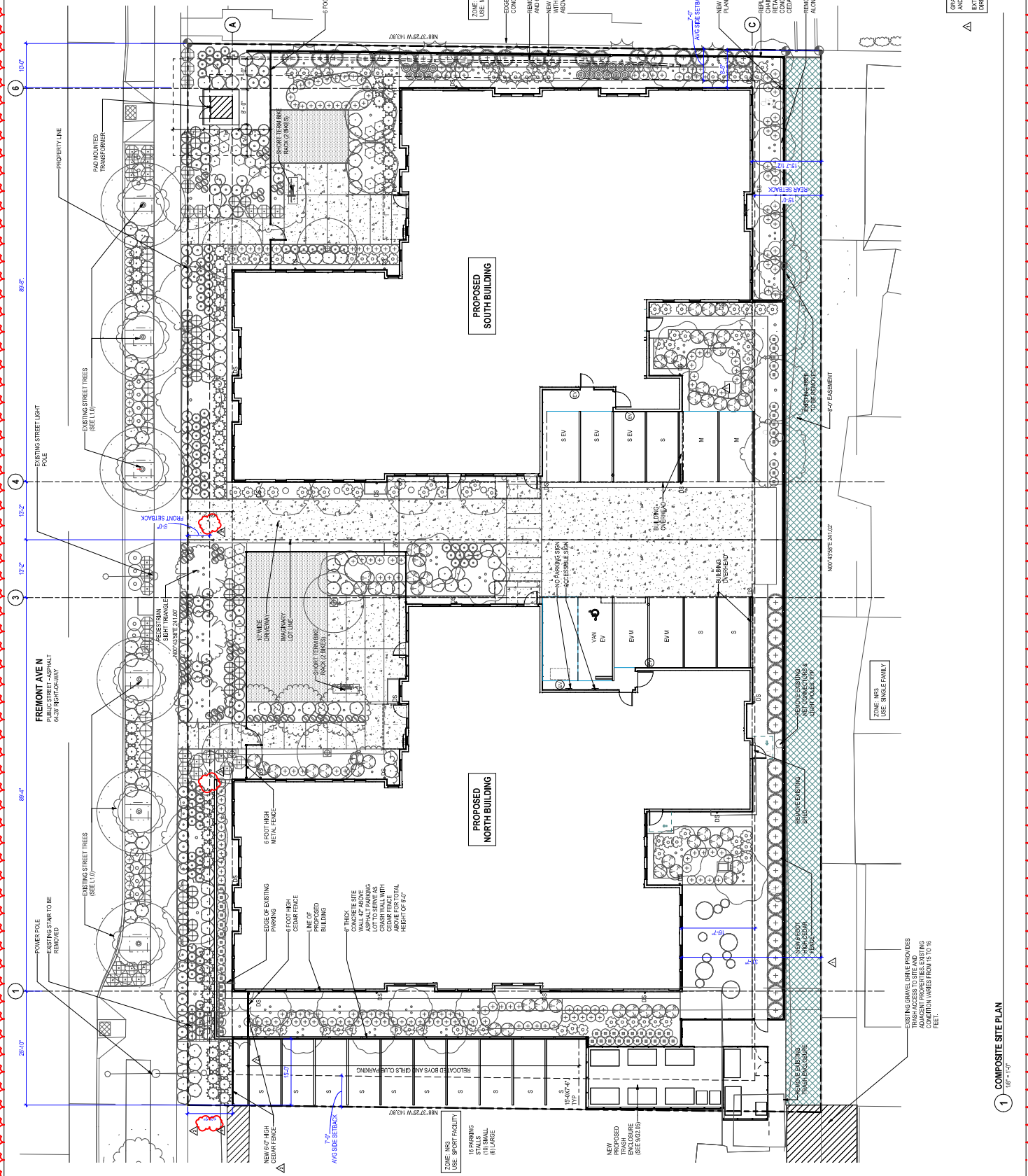
LANDSCAPE
IRRIGATION

IR1.00

ADDRESS: 5601 FREMONT AVE N
OWNER: BELLWETHER HOUSING
ALL INFORMATION CONTAINED HEREIN IS THE PROPERTY OF BELLWETHER ARCHITECTS. NO PART OF THIS DOCUMENT SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM BELLWETHER ARCHITECTS.
LEGAL DESCRIPTION: ALL OF THE EAST ONE-HALF OF LOTS 4 AND 5, BLOCK 5, OWNERS' RECORDS PLAT THEREOF IN VOLUME 9 OF PLATS PAGE 16 IN KING COUNTY.
SECTION: 1000
SHEET: 1000
DATE: 10/1/2024
COMING AT THE NORTHWEST CORNER OF SAID LOT 4, BEING 49.58' ALONG THE EAST LINE OF SAID LOT 4, BEING 135.00' FEET TO THE POINT OF BEGINNING, WEST OF SAID LOT 4 AND THE TERMINUS OF SAID LINE.



VICINITY MAP



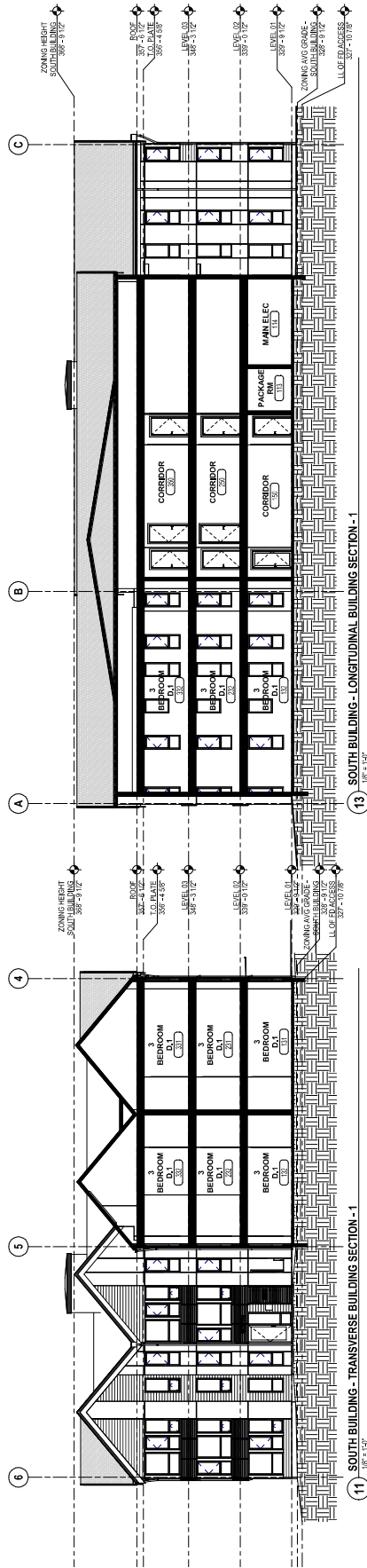
1 COMPOSITE SITE PLAN
1/8\"

NOTES: 1. ALL LANDSCAPING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE SITES AND LANDSCAPE PLANS FOR FINAL GRADING AND CONSTRUCTION. 2. EXISTING UTILITIES SHALL BE SHOWN AND DIRECTED AWAY FROM ADJACENT PROPERTIES.

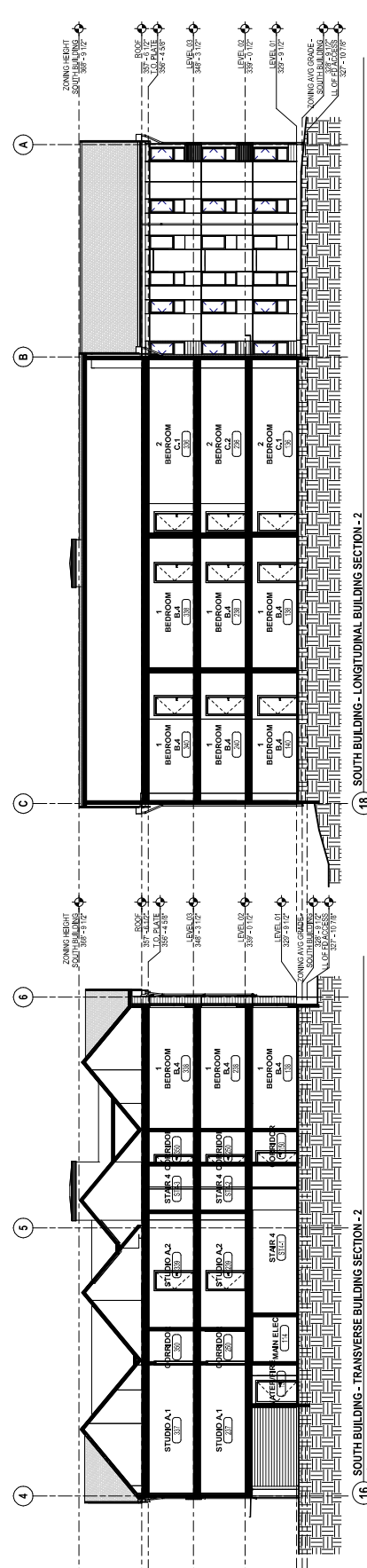


DATE	10/1/2024
BY	BS RD
PROJECT NO.	30081184-U
MASTER USE PERMIT	080924

SITE PLAN



13 SOUTH BUILDING - LONGITUDINAL BUILDING SECTION - 1



14 SOUTH BUILDING - LONGITUDINAL BUILDING SECTION - 2

BUILDING SECTIONS

A3.12



Report Generated: 01/20/2022

Public Comment

3036071-EG-PC

Record Details:

Address: 8601 FREMONT AVE N, WA

Description of Work: Administrative Design Review for 2, 3-story apartment buildings (60-units total). Parking for 23 vehicles proposed. Project relies on a contract rezone.

MUP TYPE		
MUP Component	Component Detail	Outcome
No MUP Types on file		

Ryan DiRaimo

What a delightful project!!! Please pass this through and let's get to building!

I live in this neighborhood and support everything they request! Please pass their rezone and any departure necessary to get more homes!

Comment submitted on: Thu Jan 20 2022 12:07:25 GMT-0800 (PST)

Anonymous

Currently, this land serves as a part of the Boys & Girls Club playfield and playground. This location was the first Boys & Girls Club not only in Seattle, but in the entire state of Washington, and children can be seen playing there all the time - rain or shine. It has been serving our community for many, many years and has been a huge support for families. While I understand the need for housing, the loss of this space for children and for the neighborhood is detrimental. There isn't enough parking, our already overcrowded streets will become even more crowded, and there are already hundreds of apartments being built in Greenwood. We need to preserve our green space and this one, in particular, is going to be a huge loss to families and children in the area. I sincerely wish the site could remain as is and continue to be used by the Boys and Girls Club of Seattle.  This is the first Boys and Girls Club in the state of Washington, it was established in 1943. We are the oldest club and its a corner stone of this community.  Please keep it this way.

Comment submitted on: Sat Apr 02 2022 16:49:32 GMT-0700 (PDT)



Report Generated: 04/07/2022

Public Comment

3036119-LU-PC

Record Details:

Address: 8601 FREMONT AVE N, WA

Description of Work: Council Land Use Action to rezone a parcel of land from SF5000 (Single Family) to LR2 (M) (Lowrise -2). Project includes 2, 3-story apartment buildings (58-units total). Parking for 23 vehicles proposed.

Comment Period End Date: 4/18/2022

MUP TYPE		
MUP Component	Component Detail	Outcome
Council Action	Contract Rezone	
SEPA-II	Determination of Non Significance	

Anonymous

I think the proposed buildings fit well with the area. Need more housing in the city. Rezones like this help. Need more of them and they need to be more aggressive to help solve the housing crisis- it is greatly affecting our working class. Thank you.

Comment submitted on: Thu Apr 07 2022 17:13:09 GMT-0700 (PDT)



Report Generated: 04/07/2022

Public Comment

3036119-LU-PC

Record Details:

Address: 8601 FREMONT AVE N, WA

Description of Work: Council Land Use Action to rezone a parcel of land from SF5000 (Single Family) to LR2 (M) (Lowrise -2). Project includes 2, 3-story apartment buildings (58-units total). Parking for 23 vehicles proposed.

Comment Period End Date: 4/18/2022

MUP TYPE		
MUP Component	Component Detail	Outcome
Council Action	Contract Rezone	
SEPA-II	Determination of Non Significance	

Nicole Mazzuca

This is exactly the kind of thing we need across this city, I love it so much

Comment submitted on: Thu Apr 07 2022 17:09:09 GMT-0700 (PDT)



Report Generated: 04/08/2022

Public Comment

3036119-LU-PC

Record Details:

Address: 8601 FREMONT AVE N, WA

Description of Work: Council Land Use Action to rezone a parcel of land from SF5000 (Single Family) to LR2 (M) (Lowrise -2). Project includes 2, 3-story apartment buildings (58-units total). Parking for 23 vehicles proposed.

Comment Period End Date: 4/18/2022

MUP TYPE		
MUP Component	Component Detail	Outcome
Council Action	Contract Rezone	
SEPA-II	Determination of Non Significance	

Duwamish Tribe

Thank you for the opportunity to review and comment. Based on the information provided and our understanding of the project and its APE, we recommend an archaeological review performed for this project. This is in an area the Duwamish Tribe considers culturally significant and has a moderate probability to have unknown archaeological deposits. If any archaeological work is performed, we request notification. An IDP should not be used in lieu of an archeological investigation. Cultural and archaeological resources are non-renewable and are best discovered prior to ground disturbance.

Comment submitted on: Fri Apr 08 2022 15:41:13 GMT-0700 (PDT)



Report Generated: 04/08/2022

Public Comment

3036119-LU-PC

Record Details:

Address: 8601 FREMONT AVE N, WA

Description of Work: Council Land Use Action to rezone a parcel of land from SF5000 (Single Family) to LR2 (M) (Lowrise -2). Project includes 2, 3-story apartment buildings (58-units total). Parking for 23 vehicles proposed.

Comment Period End Date: 4/18/2022

MUP TYPE		
MUP Component	Component Detail	Outcome
Council Action	Contract Rezone	
SEPA-II	Determination of Non Significance	

Sadie Lee

Option 2 is much better, people want more than tiny studio spaces. LR-2 is the bare minimum and I expect better in a city attesting to have climate goals for 2030. Focusing on smaller units gives families less options. LR-3 zoning would allow bigger units so more room for families who don't want to be priced out of Seattle. Thank you for your time.

Comment submitted on: Fri Apr 08 2022 09:29:23 GMT-0700 (PDT)



Report Generated: 04/17/2022

Public Comment

3036119-LU-PC

Record Details:

Address: 8601 FREMONT AVE N, WA

Description of Work: Council Land Use Action to rezone a parcel of land from SF5000 (Single Family) to LR2 (M) (Lowrise -2). Project includes 2, 3-story apartment buildings (58-units total). Parking for 23 vehicles proposed.

Comment Period End Date: 4/18/2022

MUP TYPE		
MUP Component	Component Detail	Outcome
Council Action	Contract Rezone	
SEPA-II	Determination of Non Significance	

Anonymous

During the last two years we have been walking Fremont Ave. N and watched the large number of children playing in the open field adjacent to the North Seattle Boys and Girls Club. We were shocked to see the development notice for the field and the Boys and Girls Club which will convert these playgrounds into a 56 unit apartment complex.

Where will the kids go to play if this is built? It is not like Seattle has an abundance of open spaces for people to play and exercise. In fact, where will the children of the residents of these new apartments go to play? Will they have to catch a bus or take an Uber , if they can afford it, to other playgrounds? Greenwood Park certainly cannot fill the void building on this open space would create.

I am sure some developer can make their millions elsewhere and leave this important resource for outdoor exercise. We all know the Seattle City Council feels that increased density at any cost is the goal, but that cost should not be the health and welfare of the children of the community.

Regards,

Tom Donnelly
727 N 70th St.
Seattle, WA 98103
206-783-6131

Comment submitted on: Sun Apr 17 2022 23:14:08 GMT-0700 (PDT)



Report Generated: 04/27/2022

Public Comment

3036119-LU-PC

Record Details:

Address: 8601 FREMONT AVE N, WA

Description of Work: Council Land Use Action to rezone a parcel of land from SF5000 (Single Family) to LR2 (M) (Lowrise -2). Project includes 2, 3-story apartment buildings (58-units total). Parking for 23 vehicles proposed.

MUP TYPE		
MUP Component	Component Detail	Outcome
Council Action	Contract Rezone	
SEPA-II	Determination of Non Significance	

Anonymous

This one hurts. I don't even have kids, but I see kids playing here all the time, and there are so few green spaces left in Seattle like this. People say we need more housing, but the cold, hard truth is that we don't actually need more housing. What we need is more housing that charges AFFORDABLE prices. There are so many empty luxury apartments and townhomes in this city, including many right here in Greenwood. They're cheaply built and ugly as sin (they all look the same too), yet charge people an arm and a leg. Preserve this space. It's time to put Seattle developers in their place and stop letting them do whatever they want at the expense of the public.

Comment submitted on: Wed Apr 27 2022 11:17:37 GMT-0700 (PDT)



Report Generated: 05/18/2022

Public Comment

3036119-LU-PC

Record Details:

Address: 8601 FREMONT AVE N, WA

Description of Work: Council Land Use Action to rezone a parcel of land from SF5000 (Single Family) to LR2 (M) (Lowrise -2). Project includes 2, 3-story apartment buildings (58-units total). Parking for 23 vehicles proposed.

MUP TYPE		
MUP Component	Component Detail	Outcome
Council Action	Contract Rezone	
SEPA-II	Determination of Non Significance	

Sheri Feld

While this is the kind of project we need more of in Seattle, please don't allow this one at the expense of the sorely needed outdoor space used by the North Seattle Boys and Girls Club. The North Seattle Boys and Girls Club provides essential before and after school services, as well as summer programs for economically and racially diverse kids and their families in our neighborhood, which includes Greenwood and the Aurora corridor. The Boys and Girls club is a life saver for families scrambling for child care, especially during COVID school closures, early release days and of course summer when school is out. You can walk by any day of the week and see how many kids (wearing their masks) are able to play sports, use the playground and just run around outside. As more sorely needed housing is built in our neighborhood, the need for places like the Boys and Girls Club increases. If their outdoor space is gone, where will the additional kids be able to safely get some outdoor exercise? I can think of some other vacant spaces in our neighborhood that could possibly accommodate some new housing units, without taking away existing needed services, such as the block between Evanston Ave N and Fremont Ave N bordered by N105th and N 104th.

Comment submitted on: Wed May 18 2022 15:31:52 GMT-0700 (PDT)



Report Generated: 08/03/2022

Public Comment

3036119-LU-PC

Record Details:

Address: 8601 FREMONT AVE N, WA

Description of Work: Council Land Use Action to rezone a parcel of land from SF5000 (Single Family) to LR2 (M) (Lowrise -2). Project includes 2, 3-story apartment buildings (58-units total). Parking for 23 vehicles proposed.

MUP TYPE		
MUP Component	Component Detail	Outcome
Council Action	Contract Rezone	
SEPA-II	Determination of Non Significance	

Anne Nonymous

This project is awesome. I live nearby. I cannot wait for more people to benefit from my neighborhood's amenities. I don't know where my fellow neighbors get their concerns about green space, there is a GIANT park across the street from this place! It's never fully maximized and I am sure the families living here will love to fill the greenspace. Seattle has TONS of greenspace. There is no issue here at all. Thank god these people will have somewhere to live. My neighbors complaining about this should be ashamed of themselves.

Comment submitted on: Wed Aug 03 2022 15:05:14 GMT-0700 (PDT)



Report Generated: 08/18/2022

Public Comment

3036119-LU-PC

Record Details:

Address: 8601 FREMONT AVE N, WA

Description of Work: Council Land Use Action to rezone a parcel of land from SF5000 (Single Family) to LR2 (M) (Lowrise -2). Project includes 2, 3-story apartment buildings (58-units total). Parking for 23 vehicles proposed.

MUP TYPE		
MUP Component	Component Detail	Outcome
Council Action	Contract Rezone	
SEPA-II	Determination of Non Significance	

Benjamin Burtzos

The proposed apartment buildings at 8601 Fremont Ave N will unnecessarily destroy a green space, fail to provide adequate parking, unnecessarily impinge upon a commuter bike trail, and have restricted access from an already-congested arterial road. This project should be rejected.

1. The proposed construction site is a green space that is currently used by the Boys and Girls Club and community members, especially those with small children, as a playfield.
2. The proposed development advertises 58 units, but only parking for 23 vehicles. While street parking is technically available, even assuming that each tenant unit in the apartments would own just one car means adding 25 vehicles to the street on a daily basis. This will have a spill-over effect for several blocks. If nothing else, construction should be halted until and unless sufficient parking can be assured for each unit in the buildings.
3. The Inter-Urban bike trail runs concurrent to Fremont Avenue North, and is a high-volume bike trail. The intersection of Fremont and 85th has limited visibility under the best of circumstances; additional residential vehicular traffic without first providing a protected bike lane (such as the Inter-Urban in City Center, or the current SDOT Green Lake commuter path) would be dangerous and irresponsible.
4. No thru traffic is permitted to cross 85th St on Fremont Ave North. Therefore, the bulk of traffic approaching the new development would have to approach either on non-arterial residential roads or on 85th St, which already backs up from the light at Aurora past the light at Fremont going eastbound at certain times of the day, and from Aurora to I-5 going westbound at certain times of the day.

Comment submitted on: Thu Aug 18 2022 14:32:20 GMT-0700 (PDT)



Report Generated: 12/12/2022

Public Comment

3036071-EG-PC

Record Details:

Address: 8601 FREMONT AVE N, WA

Description of Work: Administrative Design Review for 2, 3-story apartment buildings (60-units total). Parking for 23 vehicles proposed. Project relies on a contract rezone.

MUP TYPE		
MUP Component	Component Detail	Outcome
No MUP Types on file		

Anonymous

This housing will be very welcome. Yes in my backyard, a thousand times yes. Greenwood park is right next door, and green space abounds there. If that's not enough, Sandel is mere blocks away (plus the old Interurban train route is a fun path to explore).

Comment submitted on: Mon Dec 12 2022 20:03:44 GMT-0800 (PST)



Report Generated: 12/12/2022

Public Comment

3036119-LU-PC

Record Details:

Address: 8601 FREMONT AVE N, WA

Description of Work: Council Land Use Action to rezone a parcel of land from SF5000 (Single Family) to LR2 (M) (Lowrise -2). Project includes 2, 3-story apartment buildings (58-units total). Parking for 23 vehicles proposed.

MUP TYPE		
MUP Component	Component Detail	Outcome
Council Action	Contract Rezone	
SEPA-II	Determination of Non Significance	

Anonymous

This is going to be great for the neighborhood. I infrequently see children in the field that other commenters seem to see all the time, and I pass this field at minimum twice a day every day. Street parking is actually ample in our neighborhood, and car-centric development concerns ought to be a thing of the past anyway.

Comment submitted on: Mon Dec 12 2022 19:59:23 GMT-0800 (PST)



Report Generated: 07/03/2023

Public Comment

3036119-LU-PC

Record Details:

Address: 8601 FREMONT AVE N, WA

Description of Work: Council Land Use Action to rezone a parcel of land from SF5000 (Single Family) to LR2 (M) (Lowrise -2). Project includes 2, 3-story apartment buildings (58-units total). Parking for 23 vehicles proposed.

MUP TYPE		
MUP Component	Component Detail	Outcome
Council Action	Contract Rezone	
SEPA-II	Determination of Non Significance	

Anonymous

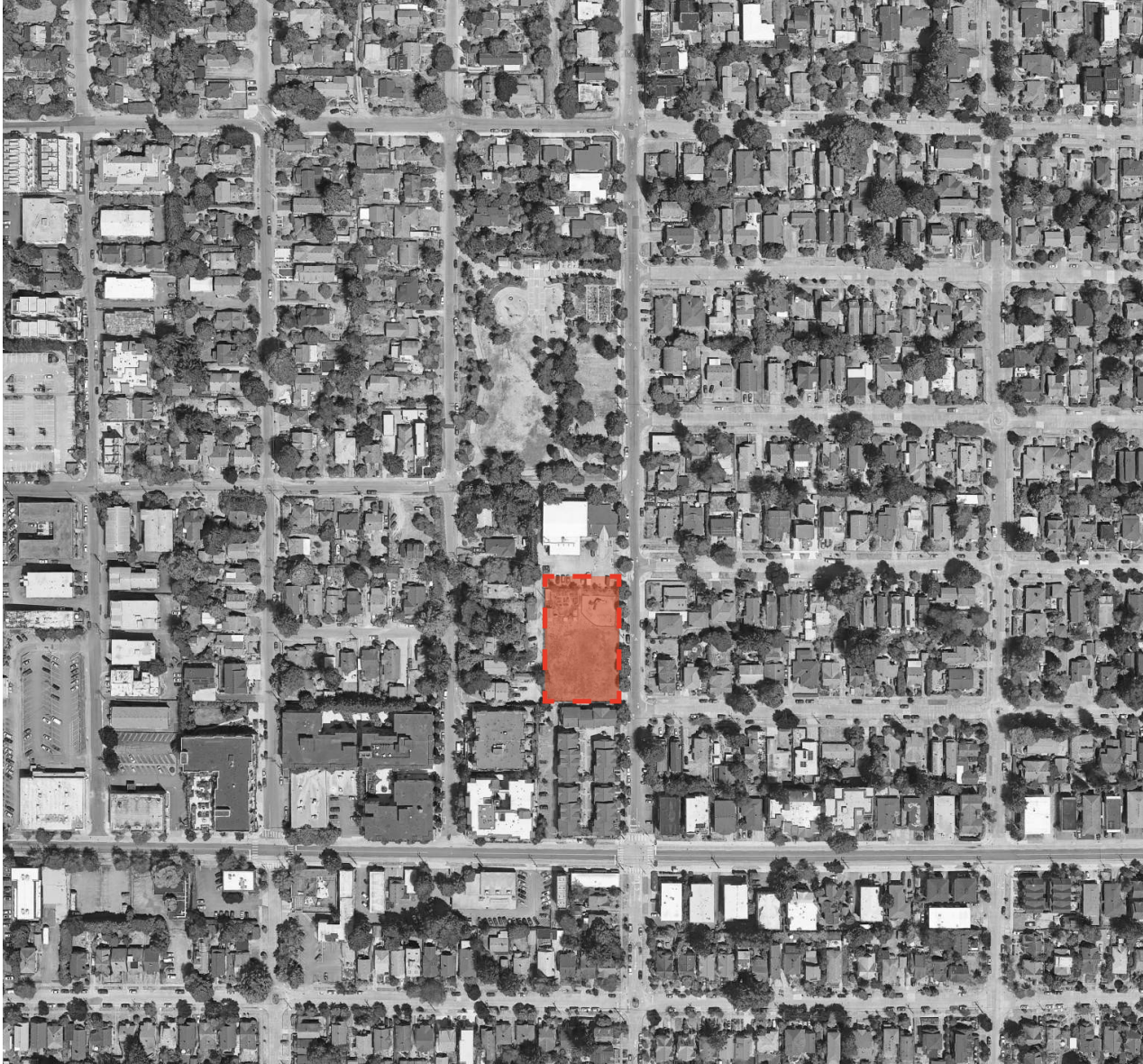
I live down the street from the site for project 3036119-LU.

Every day, a young and exceptionally diverse group of children play on the soccer field at this site. They are from the Boys and Girls Club of North Seattle, just next door. The mission of the Boys and Girls club is "to enable all young people, *especially those who need us most*, to reach their full potential as productive, caring, and responsible citizens."

North Seattle already lacks diversity. To replace this place of play with another massive apartment complex degrades the quality of the neighborhood, community, and city. It removes an outlet for folks who have less. It's exactly like paving over a city park, we just don't happen to call it a city park. Please let our city flourish by protecting areas like soccer fields as they're sacred to the community's livelihood. There's already multiple huge complexes going up in Greenwood.

Thank you.

Comment submitted on: Mon Jul 03 2023 09:36:30 GMT-0700 (PDT)



Contract Rezone

8601 Fremont Ave. N
Seattle, WA 98103

Revised: 08.12.2024



ENCORE
ARCHITECTS

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Project Team

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DEVELOPMENT OBJECTIVES

The proposed project will be an affordable community that seamlessly blends into the established neighborhood as a timeless and elegant design that provides a comfortable place for residents.

Project Information

- Site Area APPROX 34,546 SF
- Residential Units APPROX 53
- Parking Stalls APPROX 11 stalls

Goals

- Create a transitional zone from the higher density of NC3-55 (M) to NR3 by rezoning to a Low rise zone LR2 (M1).
- Both neighbors and tenants will benefit from a greater sense of security and safety because of the implementation of strategic urban design devices, e.g. “eyes on the street”.
- Create an enduring building with an architectural design that incorporates high-quality, durable materials and references relevant context.
- Bring much needed Affordable Housing to this amenity rich area.

Project Objectives

Greenwood Apartments is a proposed affordable housing residential building located along Fremont Avenue North in Seattle.

This project is designed to serve the Greenwood Neighborhood by creating a residential community that engages the street and contributes positively to the urban fabric. The project will be responsive to the unique needs of its residents and will enhance the neighborhood with excellent walkability and an enriched street-scape design.

The project site area is approximately 34,546 sf. The proposed building is comprised of 3 wood frame levels with 11 at grade parking spots. The project will have approximately 53 apartment units.

Through its scale, modulation and material selection, the proposed building will reflect characteristics of the area’s community offering a vibrant, enduring asset to the neighborhood.



Burke and Union



PARKER APARTMENTS

Summary of Public Outreach

The Community Outreach Plan was approved by the Department of Neighborhoods on December 10, 2020. Community outreach efforts were conducted January 4th through January 25th of 2021. Early outreach requirements were approved August 20, 2021.

Approximately 164 responses came in for an online survey conducted. Most concerns focused on the need that this development provide affordable housing, with larger units and provide a viable approach to parking in the neighborhood. Most of the respondents lived in the area and used cars for transportation.



* RENDERINGS ARE SCHEMATIC AND MAY NOT FULLY ALIGN WITH SUBMITTED DESIGN.

➤ Representative image sent with outreach, not of final building



SITE PLAN

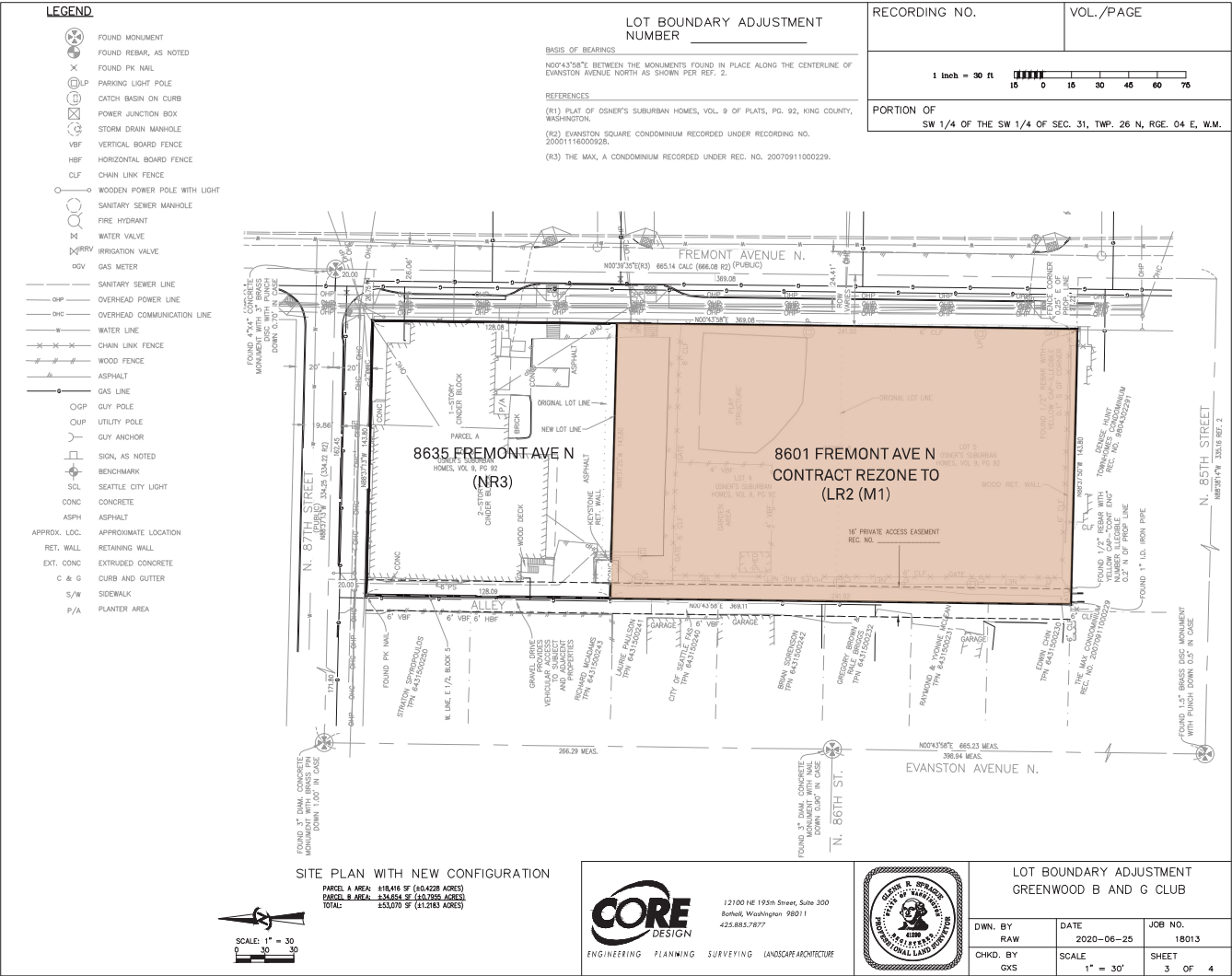
The proposed development site began as a partnership with the Boy's and Girl's as a boundary lot adjustment, split into two parcels. Parcel B is the proposed site:

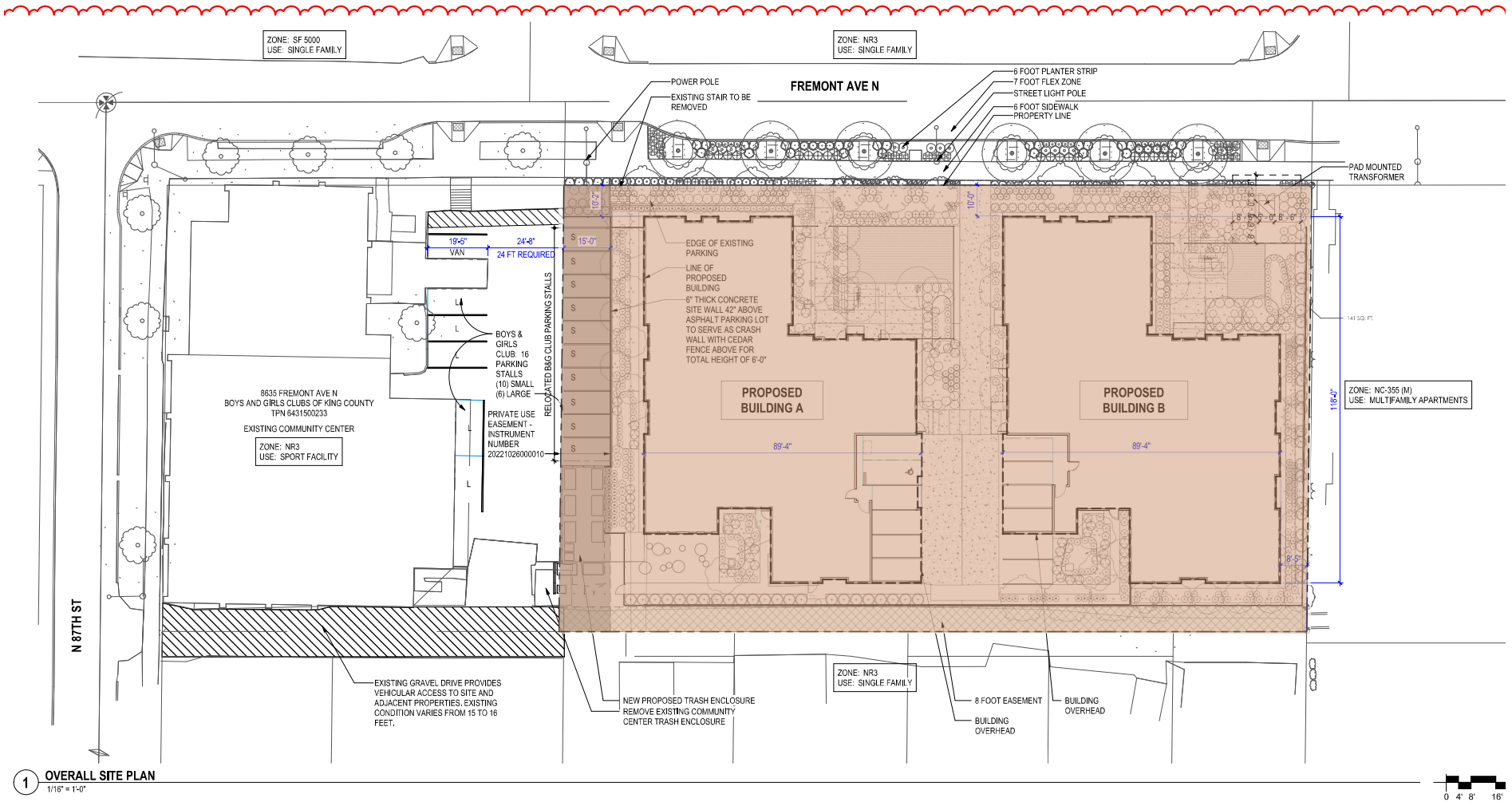
Legal Description:

PARCEL B:
ALL OF THE EAST ONE-HALF OF LOTS 4 AND 5, BLOCK 5, OSNER'S SUBURBAN HOMES, ACCORDING TO THE RECORDED PLAT THEREOF IN VOLUME 9 OF PLATS, PAGE 92, IN KING COUNTY, WASHINGTON;
EXCEPT THAT PORTION LYING NORTH OF THE FOLLOWING DESCRIBED LINE:
COMMENCING AT THE NORTHEAST CORNER OF LOT 3 OF SAID PLAT, THENCE S00°43'58"W, ALONG THE EAST LINE OF SAID LOT 3, 135.08 FEET TO THE POINT OF BEGINNING;
THENCE N88°37'25"W 143.80 FEET TO THE WEST LINE OF SAID EAST HALF AND THE TERMINUS OF SAID LINE.

Parcel number:

6431500234





PROPOSED SITE PLAN

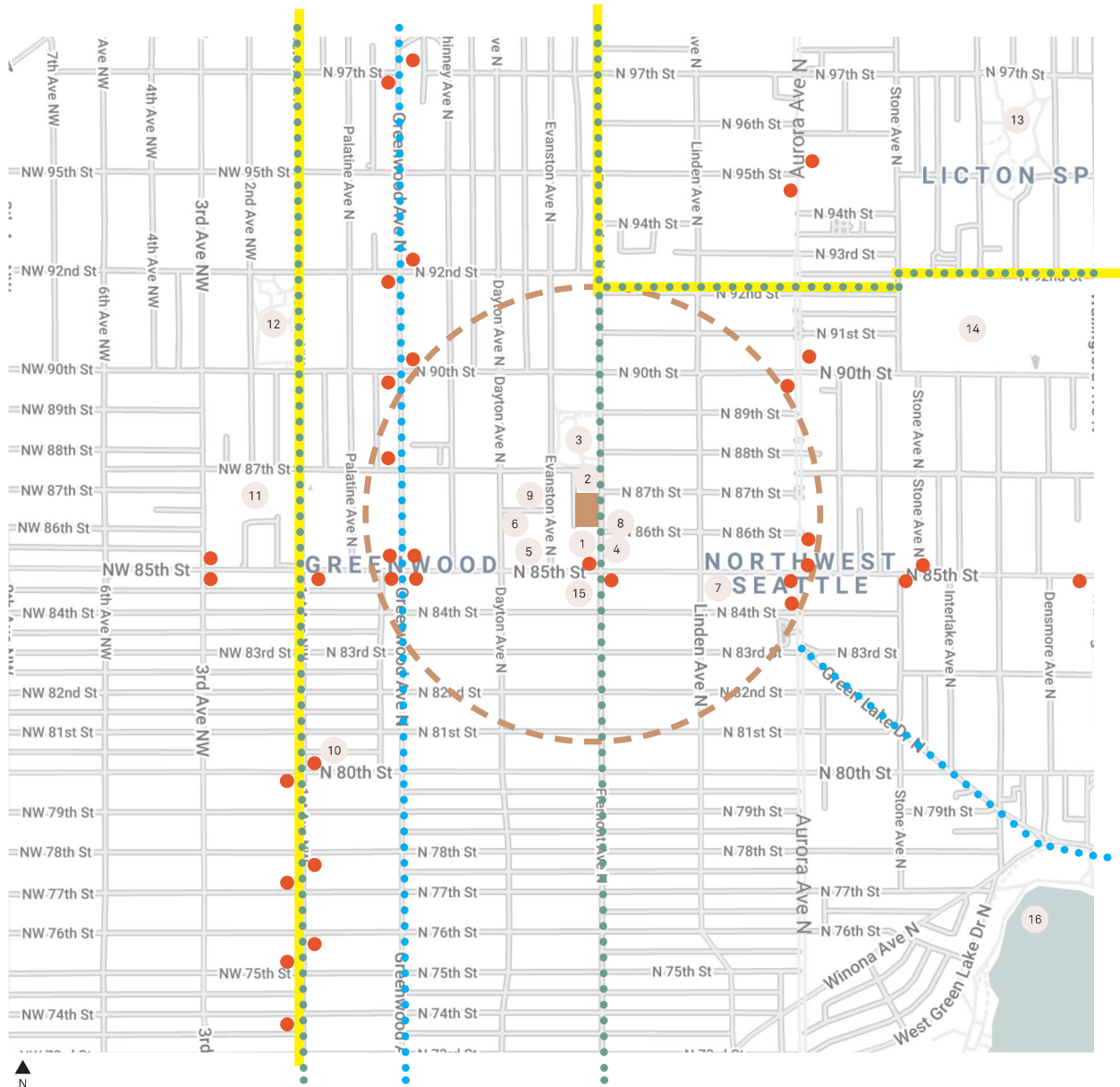
URBAN DESIGN ANALYSIS

Vicinity Map

The proposed 3-story residential building is located on Fremont Ave, in the Greenwood neighborhood, directly across from the Greenwood Boys and Girls Club and Greenwood Park. Situated between Greenwood Ave and Aurora Ave, and within walking distance to Green Lake, this new affordable residential building is well situated to become a central node for living and working.

- Neighborhood Greenway
- Bike Lane
- Stay Healthy Streets
- Bus Stop
- 5 MIN WALK - 1/4 MILE

- | | | | |
|-------------------------|----|----------------------------------|----|
| Denise Hunt Townhomes | 1 | Robert Eagle Staff Middle School | 14 |
| Boy's and Girl's Club | 2 | Greenwood Senior Center | 15 |
| Greenwood Park | 3 | Greenlake | 16 |
| 8500 Fremont Apartments | 4 | | |
| Evanston Square Condos | 5 | | |
| Max Apartments | 6 | | |
| Linden Street Townhomes | 7 | | |
| Single Family Home | 8 | | |
| Single Family Home | 9 | | |
| Greenwood Library | 10 | | |
| Fred Meyer | 11 | | |
| Sandel Park | 12 | | |
| Licton Springs Park | 13 | | |



Site Context Images



1. DENICE HUNT TOWNHOMES



2. BOYS AND GIRLS CLUB NORTH SEATTLE



3. GREENWOOD PARK



4. 8500 FREMONT



5. EVANSTON SQUARE CONDOMINIUMS



6. MAX APARTMENTS



7. TOWNHOMES AT LINDEN AND 85TH



8. SINGLE FAMILY HOME ON FREMONT AVE



9. SINGLE FAMILY HOME ON EVANSTON



10. GREENWOOD LIBRARY



11. FRED MEYER



12. SANDEL PARK



13. LICTON SPRINGS PARK



14. ROBERT EAGLE STAFF MISSILE SCHOOL



15. GREENWOOD SENIOR CENTER



16. GREENLAKE

ENCORE ARCHITECTS

Adjacent Uses

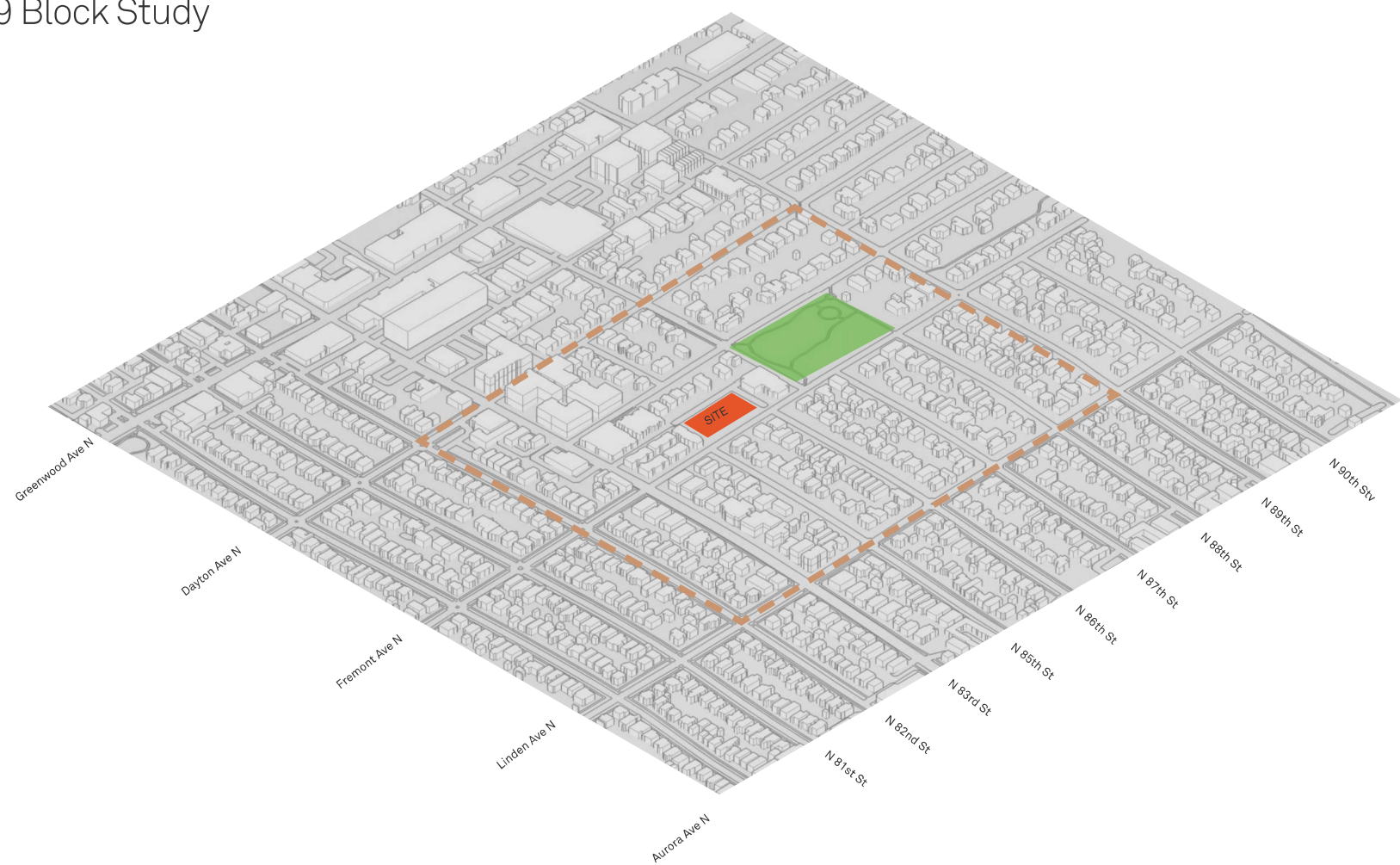
On a neighborhood Green way along Fremont Ave N, the project site is mostly surrounded by residential uses, both single family and increasingly more multifamily. Situated directly across from the Greenwood Boys and Girls Club and centered between the commercial streets of Greenwood Ave and Aurora Ave, the project is well suited to transition the neighborhood between single family homes and more commercial uses.

Legend

Residential (single-family & multi-family)	<div></div>
Mixed-Use	<div></div>
Commercial	<div></div>
Public	<div></div>
Medical	<div></div>
Community / Religious	<div></div>
Education / Institutional	<div></div>
Park/Open Space	<div></div>



9 Block Study



PROJECT SITE



BOYS AND GIRLS CLUB PARKING



➤ EAST SIDE OF FREMONT (NEIGHBORHOOD GREENWAY)

N 87th St



N 86th St

➤ EAST SIDE OF FREMONT(NEIGHBORHOOD GREENWAY)



➤ SITE FACING WEST



Fremont Ave N

PROJECT SITE

Private Access
Easement

➤ NORTH LOT LINE FROM BOYS AND GIRLS CLUB PARKING



➤ BOYS AND GIRLS CLUB FROM BOYS AND GIRLS CLUB PARKING



A - SOUTH OF SITE



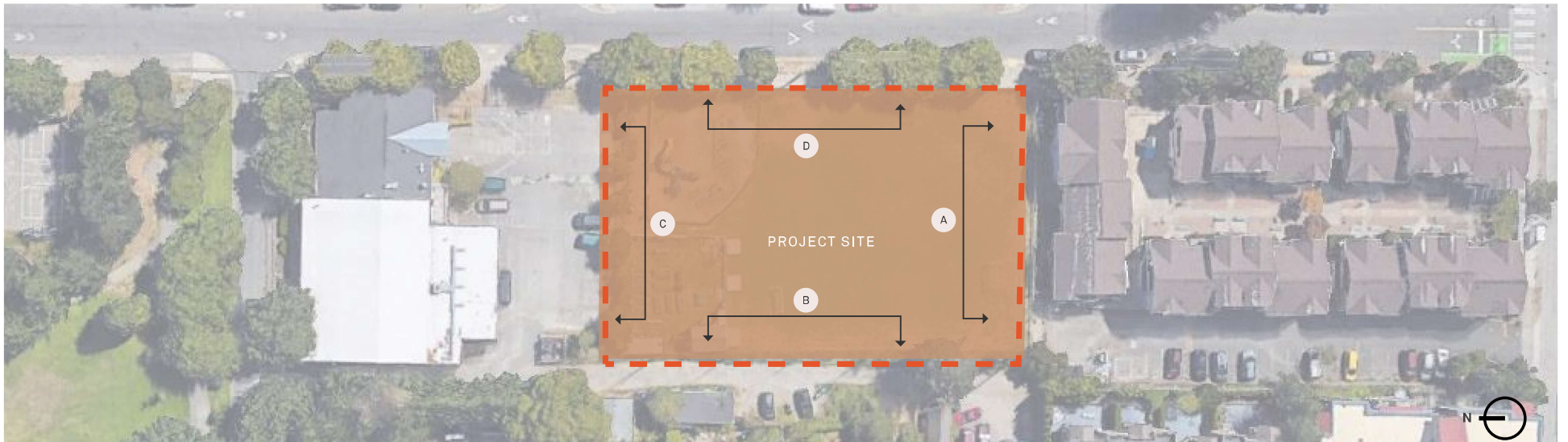
B - WEST OF SITE

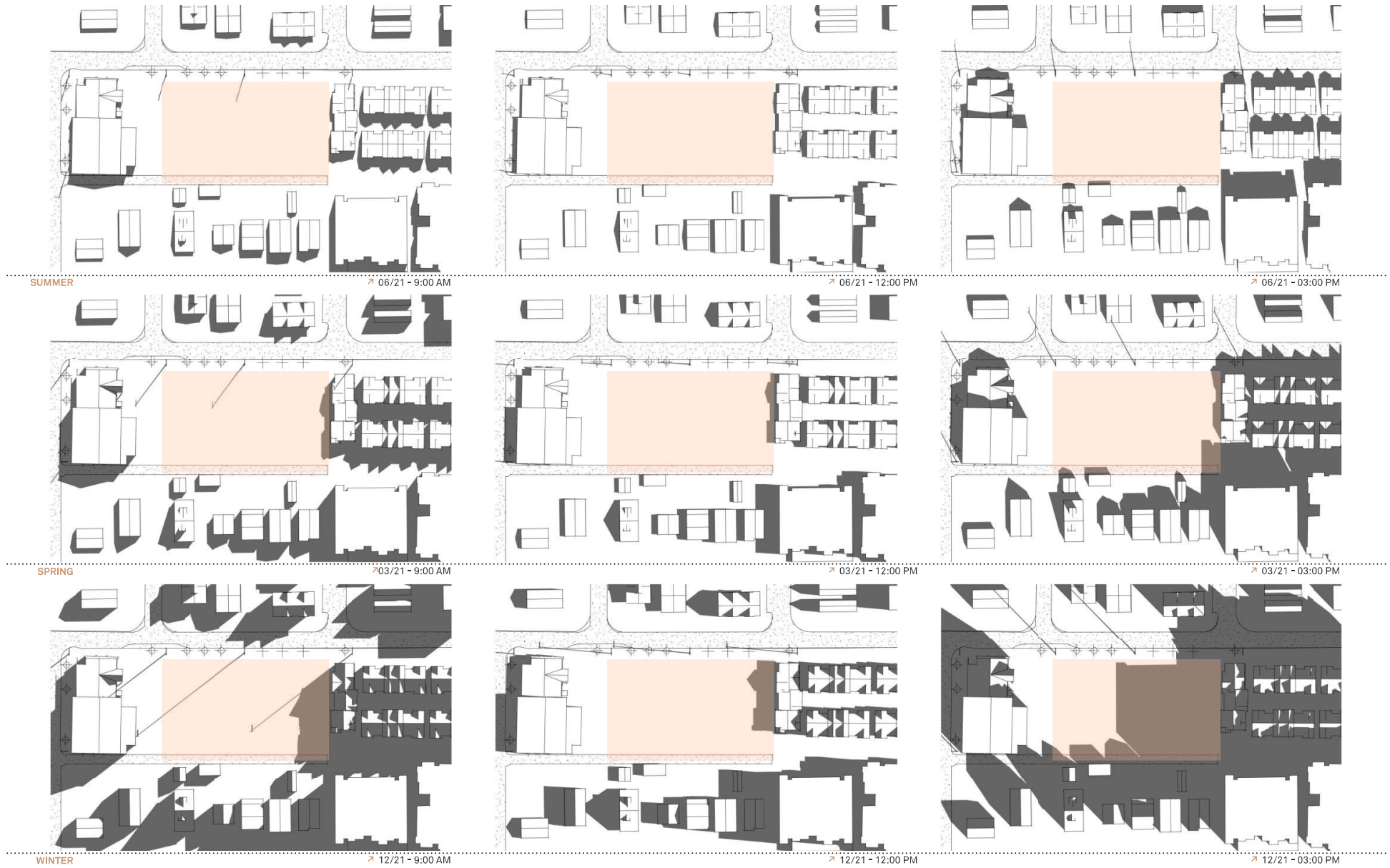


C - NORTH OF SITE



D - EAST OF SITE





ENCORE ARCHITECTS

Greenwood Apartments Contract Rezone Application 08.12.2024 15

Zoning Map

Zoning Legend

Single Family	<div></div>
Residential Small Lot	<div></div>
Lowrise Multi-Family	<div></div>
Neighborhood Commercial	<div></div>
Commercial	<div></div>



Introduction

The project site is located adjacent to the Greenwood Village overlay just north of the NC3-55 (M) zone along Fremont Avenue North. The currently vacant site provides an ideal opportunity to provide a height/bulk/scale transition between the NC3-55 (M) and the NR3 zoning. The zoning map on the adjacent page shows precedent for Low Rise zoning buffering this neighborhood from the denser NC zones.

The location is a good candidate for Lowrise 2 because the roads, transit, schools, parks and commercial activity and utility services can support higher density development. The block itself has less than fifty percent single family use. The proposal provides appropriate setbacks not only to the single family but to all the adjacent properties.

There is great need to establish higher densities in well-served areas such as this one to facilitate the production of affordable housing. Under the proposed LR2 (M1) zoning, the density would allow for this affordable housing to provide a mix of unit types including family-size affordable units, which are in very short supply within the City limits.

23.34.006 Application of MHA suffixes in Type IV rezones

23.34.008.C Zoning History and Precedential Effect.

Previous and potential zoning changes both in and around the area proposed for rezone shall be examined.

Response: The site is in a zone that has not previously been in the MHA program. We are requesting the application of MHA suffix to increase the development capacity in order to provide more affordable housing units. While this project will meet the MHA requirements regardless of the suffix, we think the site should be M(1) since we are asking to change from Neighborhood residential zones (Category 1) to LR2 (Category 2).

23.34.008 General Rezone Criteria

23.34.008.C Zoning History and Precedential Effect.

Previous and potential zoning changes both in and around the area proposed for rezone shall be examined.

Response: The relevant “area” for the purposes of rezone analysis is the west side of Fremont Avenue between 85th and 95th. North of 90th is the precedent for treating the west side of Fremont Avenue differently from the areas to the east and west. The west side of Fremont Avenue North between 90th and 92nd is zoned LR and in multifamily use. By contrast, the west side of Fremont Avenue is zoned NR3 between 86th and 92nd, as is the east side of Evanston Avenue N. Thus, Council has already approved a two-block-long, ¼ block wide finger of multifamily zoning in the area. The applicant here requests the mirror image (see zoning map).

Although the blocks to the east of Fremont Avenue and west of Evanston Avenue are predominately single-family, the character of the west side of Fremont Avenue itself is different from both. It marks the transition between two historical plats: the Green Lake Addition to the east, and the Osners Suburban Homes Addition to the west.

North-south blocks in the Green Lake Addition are each one block (approx. 260ft) long, whereas North-South blocks in Osners span approximately 650 feet, or two-and-a-half Green Lake blocks, and the streets in the two plats do not align. For example, N 87th Street in Green Lake (east of Fremont) is ¼ block south of N 87th Street in Osners (west of Fremont), and the jog occurs at Fremont. The Green Lake 86th, 88th, and 89th each terminate at Fremont Avenue and do not extend into Osners. As a result, two Osners blocks on the west side of Fremont (including the Subject Parcel) together span the five Green Lake blocks between N 85th St. and N 90th St.

The lot size and nature of this transition area lends itself to zoning treatment different from other blocks in the area, even across the same avenue.

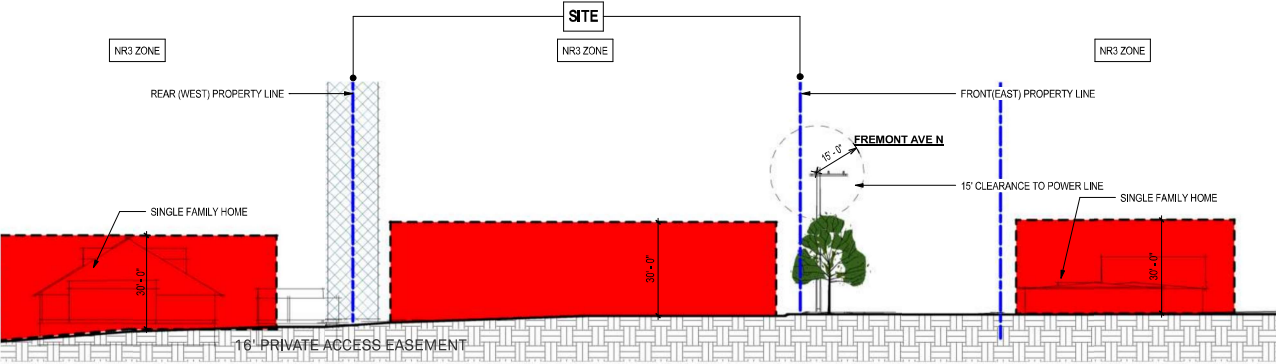
23.34.008 General Rezone Criteria
(CONTINUED)

23.34.008.E Zoning principles

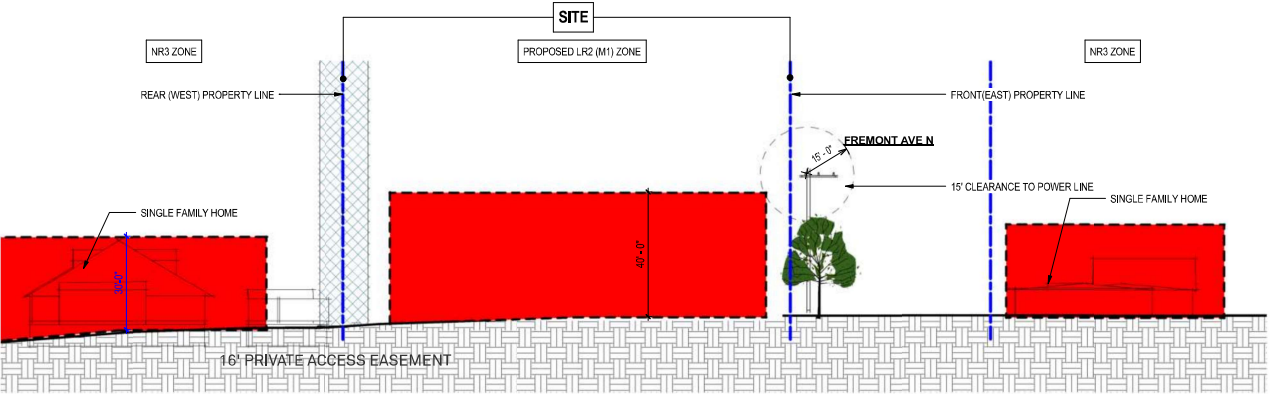
E.1 - The impact of more intensive zones on less intensive zones, or industrial and commercial zones on other zones, shall be minimized by the use of transitions or buffers, if possible. A gradual transition between zoning categories, including height limits, is preferred.

Response: The proposed LR (M1) zone will act as a transition from the NC3-55 (M) to the NR3. While the adjacent property to the north is zoned NR3, it's use since 1947 have been the Boys and Girls of Seattle, a community center. The adjacent southern NC3-55(M) property's use is the affordable townhouse project, Denice Hunt Townhomes. Proposing the use of affordable low-rise apartments between these uses is not out of context. See Adjacent Uses map.

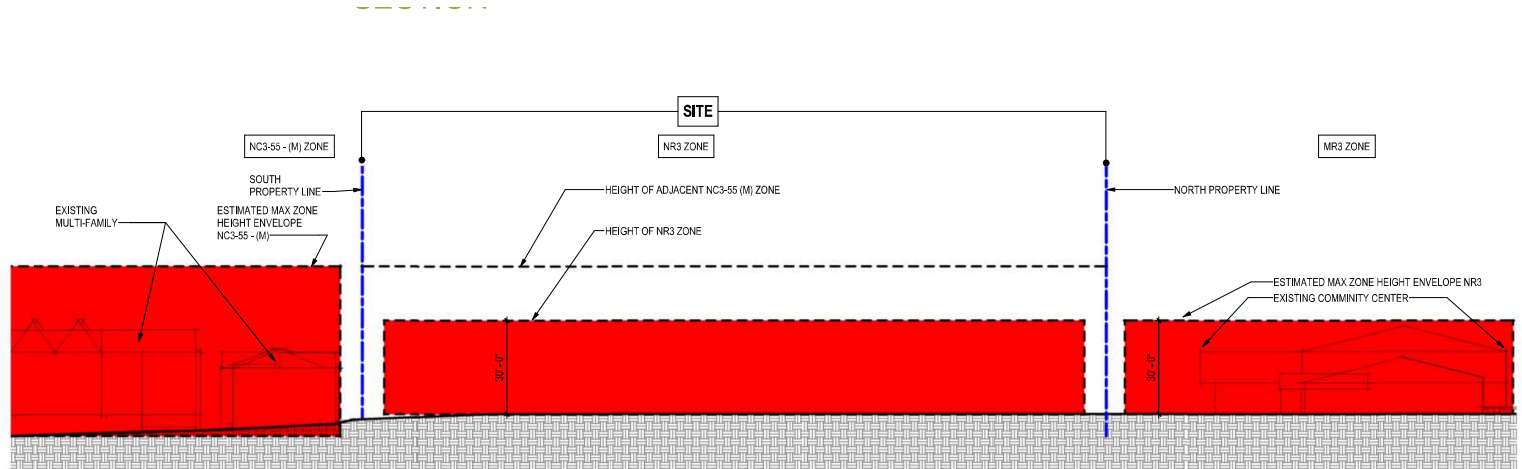
The project seeks to create a step in perceived height, bulk and scale between the anticipated development potential of the adjacent zone. The Boys and Girls of Seattle is a two-story gabled and flat roof building. Denice Hunt Townhomes is a mix of two and three story pitched roof buildings with a potential zoning height of 55 feet. The Neighborhood residential zone to the east and west is a mix of one and two stories pitched roofs with a zoning potential to be 35 feet high. Our project will be between the two zoning heights at 40 feet. Refer to Sections on this page and next.



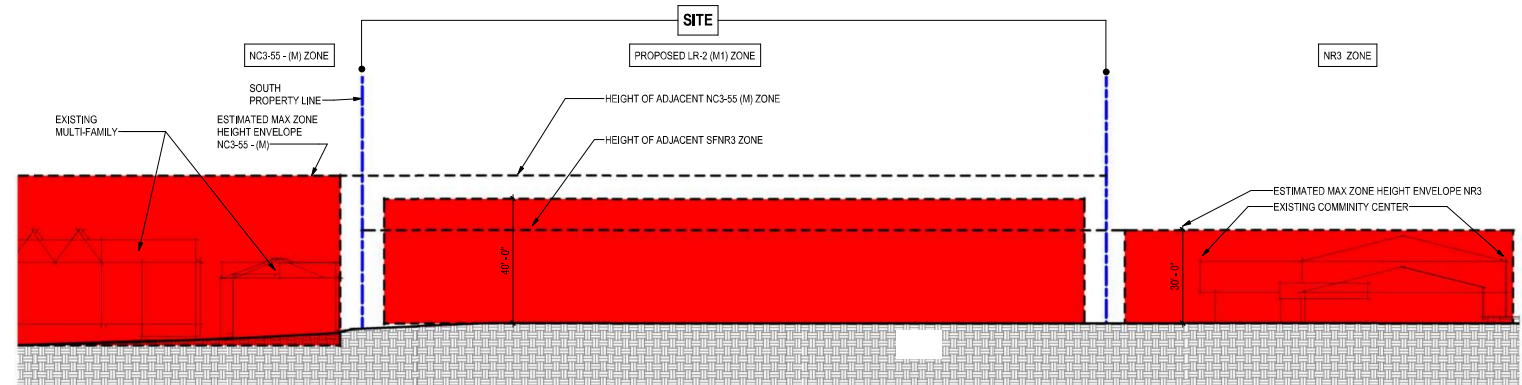
1 TRANSVERSE BUILDING SECTION - ZONING DIAGRAM - EXISTING
1" = 20'-0"



2 TRANSVERSE BUILDING SECTION - ZONING DIAGRAM - PROPOSED
1" = 20'-0"



1 LONGITUDINAL BUILDING SECTION - ZONING DIAGRAM - EXISTING
1" = 20'-0"



2 LONGITUDINAL BUILDING SECTION - ZONING DIAGRAM - PROPOSED
1" = 20'-0"

23.34.008 General Rezone Criteria

(CONTINUED)

E.2 - Physical buffers may provide an effective separation between different uses and intensities of development. The following elements may be considered as buffers:

a. Natural features such as topographic breaks, lakes, rivers, streams, ravines and shorelines;

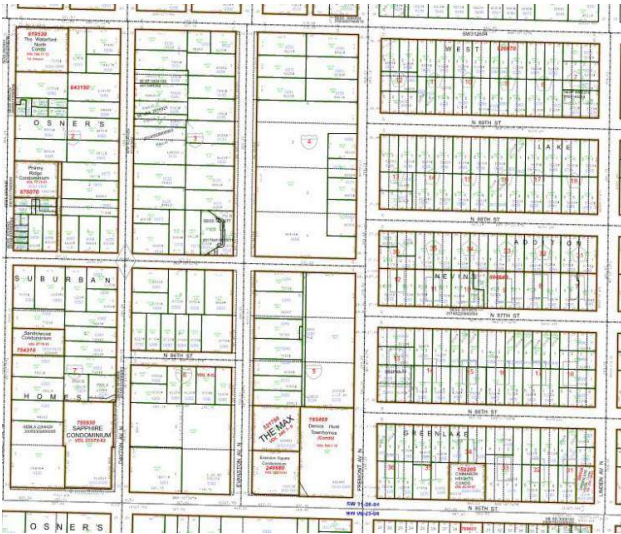
Response: Not applicable.

b. Freeways, expressways, other major traffic arterials, and railroad tracks;

Response: Not applicable

c. Distinct change in street layout and block orientation;

Response: Fremont Ave. N at this site marks the transition between two historical plats: the Green Lake Addition to the east, and the Osners Suburban Homes Addition to the west. Due to this transition between plats, the Subject parcel occupies a single block face fronting Fremont Avenue between 85th and 87th (which is ½ block north of 87th on the east side of Fremont), while the structures to the east across Fremont Avenue are mostly corner lots. The main entry for those home are not on Fremont Avenue N.



➤ DISTINCT CHANGE IN STREET LAYOUT AND BLOCK ORIENTATION



➤ MAIN ENTRY ORIENTATION OF EXISTING EASTERN SINGLE FAMILY DWELLINGS

23.34.008 General Rezone Criteria

(CONTINUED)

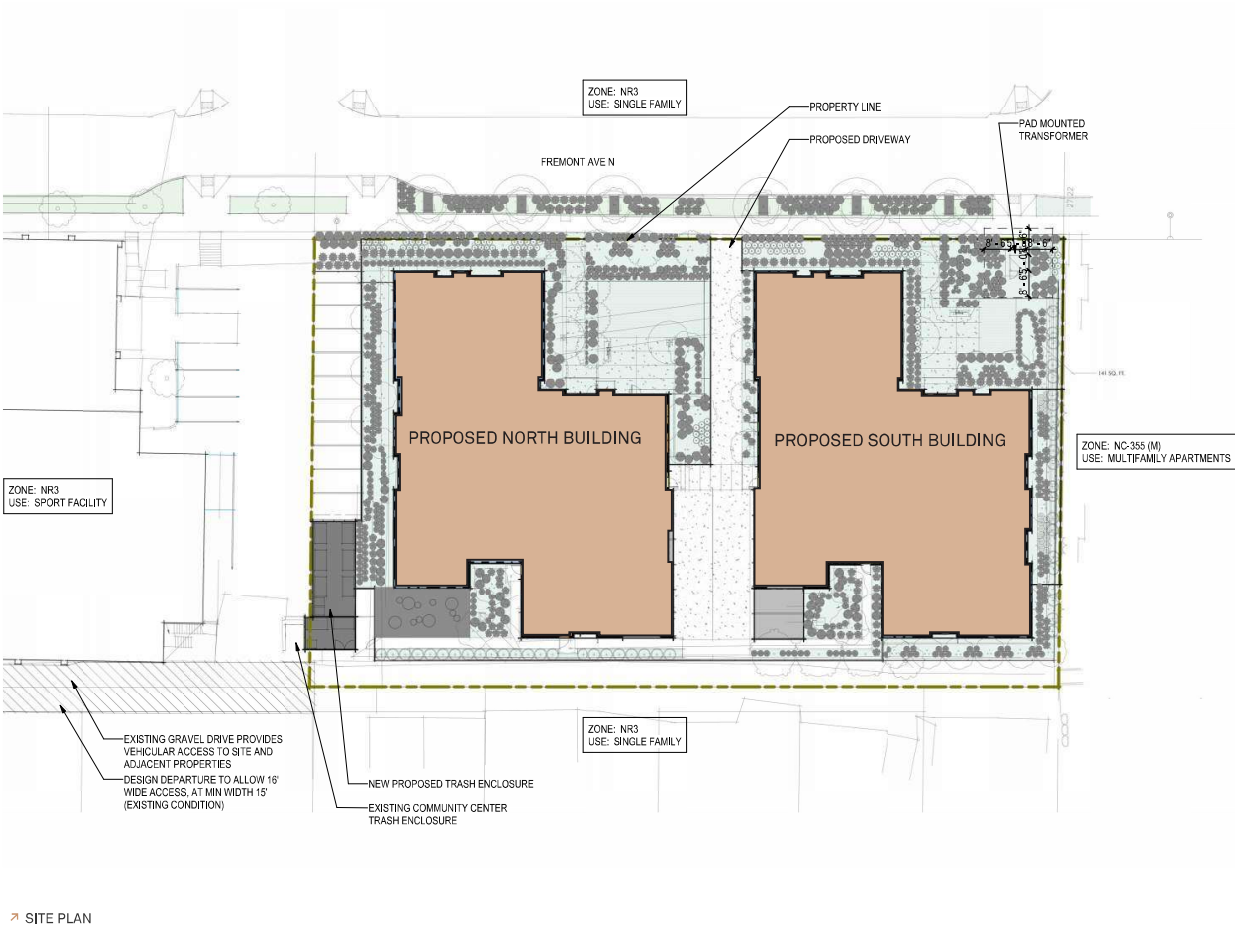
d. Open space and greenspaces.

Response: The project is setback 15 to 31 feet from the neighborhood residential lot line to the west. The project sits approximately 8'-5" feet from the Denise Hunt Townhomes at the south. And is more than 80 feet from the houses on the east side of Fremont Ave. At the north the project is set back 25'-10" feet from the lot line. Also, the placement of the two buildings' "front yards" (see below) minimizes the shading on the adjacent sites as can be seen in the sun studies on page 23.

To minimize disrupting the privacy and outdoor activities of residents in adjacent buildings, the common open space for the building residents is at grade and, therefore, reduces the number of people viewing into the adjacent buildings. Along the west side there is a 25'-10" set back from the property line. Additionally, a portion of the west side pushes east 16 feet further from rear setback to create further separation from the back yards of the homes across the driveway. The side setback to the south is slightly wider than the required average of 7 feet. Refer to the site plan adjacent and the section on the next page.

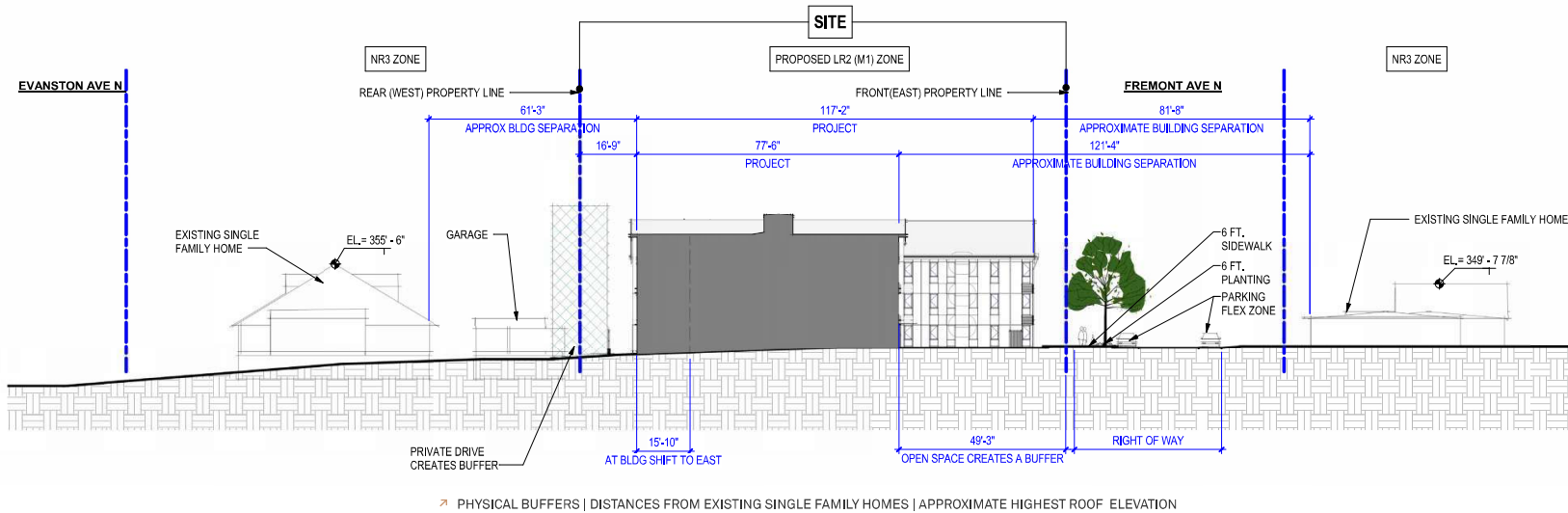


➤ "FRONT YARD" OPEN SPACE ALONG FREMONT AVENUE NORTH



23.34.008 General Rezone Criteria

(CONTINUED)



E.3.a. Zone boundaries - In establishing boundaries, the following elements shall be considered:

1) Physical buffers as described in subsection 23.34.008.E.2;

Response: The private drive provides a buffer to the backyards of the houses along the west. There is approximately 61'-3" building separation with the parking is exposed. There is an additional 15'-10" of separation where the building shifts to the east.

The "Front Yard" open space buffers the project from the eastern homes. When there is no front yard, the separation is approximately 81'-4". Additionally Fremont Ave N 60 foot right of way creates a buffer with the 6 foot sidewalk zone, 6 foot planting area, 7 foot flex zone, 11 foot travel lanes and 7 foot flex zone.

The parking lot of the North Seattle Boys and Girls Club creates distance between buildings.

and 2) Platted lot lines.

Response: The proposed zone edge follows platted lot lines and rights-of-way. The site underwent a Boundary Lot Adjustment which went from three parcels down to two. The northern parcel is the Seattle Boys and Girls Club with their associated parking and the southern parcel remains for this project. The south, east and west boundaries remain the same. Refer to Page 6.

E.3.b - Boundaries between commercial and residential areas shall generally be established so that commercial uses face each other across the street on which they are located, and face away from adjacent residential areas. An exception may be made when physical buffers can provide a more effective separation between uses.

Response: The proposal is solely residential, therefore, this section does not apply.

E.4 - In general, height limits greater than 55 feet should be limited to urban villages. Height limits greater than 55 feet may be considered outside of urban villages where higher height limits would be consistent with an adopted neighborhood plan, a major institution's adopted master plan, or where the designation would be consistent with the existing built character of the area.

Response: Not Applicable - We are not requesting a height limit greater than 55 feet.



SUMMER 06/21 - 9:00 AM

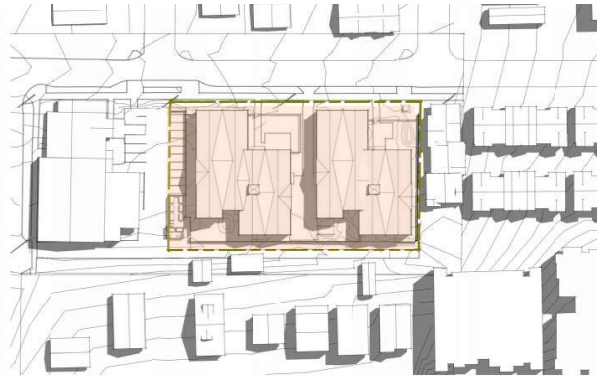


SPRING 03/21 - 9:00 AM

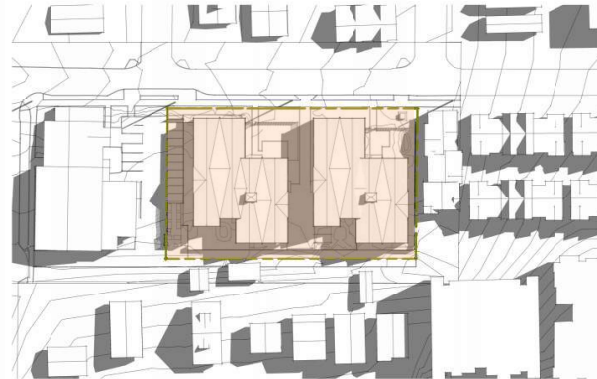


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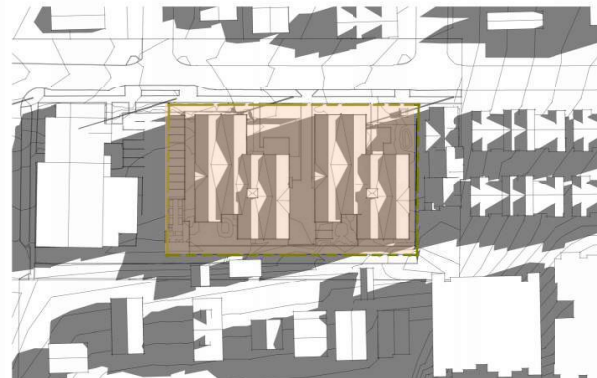
SUN STUDIES



06/21 - 12:00 PM



03/21 - 03:00 PM



12/21 - 03:00 PM

12/21 - 03:00 PM



06/21 - 03:00 PM



03/21 - 03:00 PM



12/21 - 03:00 PM

12/21 - 03:00 PM

23.34.008 General Rezone Criteria

(CONTINUED)

23.34.008.F Impact evaluation. The evaluation of a proposed rezone shall consider the possible negative and positive impacts on the area proposed for rezone and its surroundings.

1. Factors to be examined include, but are not limited to, the following:

1.a - Housing, particularly low-income housing;

Response: The project directly addresses the need for low income housing by providing 53 units of affordable housing, including family-sized units, where today there are none. The current zoning does allow development of affordable housing on the Neighborhood residential but the market will not building affordable single-family. Under the proposed zoning, the proposal yields 53 units with plans to accommodate family-sized affordable units, which are in very short supply within the City limits.

1.b - Public services;

Response: Our neighbor, North Seattle Boys and Girls Club, has expressed excitement to serve children living next door. There is also the near by Greenwood Senior Center to support older residents. We are not expecting impacts to police or utilities. The buildings will have sprinklers so there is less risk for fire fighting. Since the project will increase the number of children housed, there will be some increase school enrollment. The residents will also enjoy the near by Greenwood Park.

1.c - Environmental factors, such as noise, air and water quality, terrestrial and aquatic flora and fauna, glare, odor, shadows, and energy conservation;

Response: The impacts of this project on the environment will be largely positive, with some minor exceptions. The density associated with the rezone will allow 53 families to live together in a carbon-efficient housing type in a walkable community with great access to mass transit. These residents' carbon footprint will be a fraction of what it would have been without this infill opportunity. The existing surface doesn't infiltrate well according to soils exploration, it may be functioning more like impervious surface. The project enabled by the rezone will do a better job handling the surface runoff simply because it will comply with modern stormwater

codes. The "front yards" provide access to air and light to the street. The project does not displace any functioning habitat. It will generate noise, light, and shadows common to any development, but these impacts are slight.

1.d - Pedestrian safety;

Response: Pedestrian safety will be enhanced, not negatively impacted by the development, by providing occupied spaces with views to public rights-of-way where there were none. Safety in general may be enhanced with greater numbers of people providing 'eyes on the street'.

1.e - Manufacturing activity;

Response: Not applicable

1.f - Employment activity;

Response: Not applicable

1.g - Character of areas recognized for architectural or historic value;

Response: Not applicable.

1.h- Shoreline view, public access, and recreation

Response: Not applicable - the site is not near a shoreline.

2. Service capacities. Development which can reasonably be anticipated based on the proposed development potential shall not exceed the service capacities which can reasonably be anticipated in the area, including:

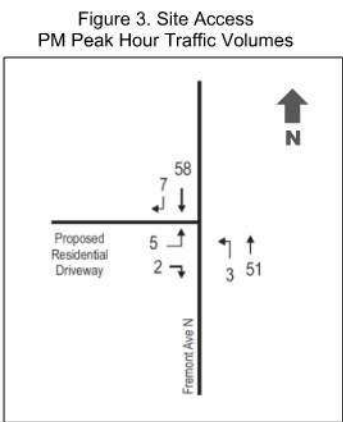
2.a. - Street access to the area;

Response: Traffic operations for the proposed site access driveway on Fremont Avenue N were evaluated for the PM peak hour. Traffic counts at the adjacent N87th Street / Fremont Avenue N intersection, just north of the proposed site driveway location were conducted by Idax Data Solutions on Tuesday, January 11, 2022 from 4:00 to 6:00 P.M. This traffic count provided vehicle, pedestrian, and bicycle volumes along both N 87th Street and Fremont Avenue N and was deemed adequate to use for this evaluation. The proposed project is estimated to be complete in 2026, so a 2% annual growth rate was applied to the traffic count volumes to estimate 2026 volumes along Fremont Avenue N. The estimated PM peak hour project trips were added to the site driveway to represent with-project conditions as shown on Figure 3. This is a conservative analysis since with the limited on-site parking supply, not all the PM peak hour trips may use this driveway.

These volumes were used to evaluate the operational levels of service for the proposed residential driveway on Fremont Avenue N, using methodologies established in the Highway Capacity Manual (HCM), 6th Edition. Levels of service for the driveway intersection during the PM peak hour (time of day with the highest traffic volumes) were determined using the Synchro 11.1 analysis software. The model reflects the existing roadway geometry, which is assumed to remain unchanged for future 2026 conditions.

The driveway intersection is expected to operate at LOS A during the PM peak hour with the proposed Greenwood Apartments project. This is an excellent level of service. The project would not adversely affect traffic operations along Fremont Avenue N.

23.34.008 General Rezone Criteria
(CONTINUED)



2.b. - Street capacity in the area;

Response: The Seattle Department of Transportation (SDOT) traffic count databases include pre-COVID-19 traffic count data for streets and intersections within the site's vicinity. In February 2017 peak hour turning movement counts were conducted at two intersections along N 85th Street: at Fremont Avenue N and at Greenwood Avenue N. During the AM peak hour 1,400 and 1,850 total vehicles entered these intersections per hour, respectively. During the PM peak hour, 1,620 and 2,325 total entering vehicles entered these intersections, respectively. In October 2018, total daily traffic along N 85th Street (west of SR99) was counted, identifying a total average weekday volume of 33,300 vehicle trips per day. In addition, in March 2019 Idax Data Solutions counted the N 87th Street/Greenwood Avenue N intersection during the PM peak hour, with 1,295 total entering vehicles.

The proposed Greenwood Apartments project is expected to generate 150 vehicle trips per day, with 14 vehicle trips during the AM peak hour and 17 vehicle trips during the PM peak hour. The addition of these trips to the nearby streets and intersections within the site vicinity would be considered a negligible impact, as drivers would not notice the less than one percent increase in traffic volumes during both the peak and non-peak times throughout the day.

2.c. - Transit Service;

Response: The site is well served by King County Metro. The number 45 bus has stops on next block over on N 85th St. The Rapid Ride E line is less than a five minute walk to Aurora Ave. N. The number 5 and 16 express lines on Greenwood Ave. N are also a five minute walk. See diagram on Page 8.

2.d. - Parking capacity;

Response: The proposed project is estimated to generate a peak parking demand of 27 vehicles. Though not required, the project would provide 11 on-site parking spaces. The project could generate an overspill of 16 vehicles on neighborhood streets during the overnight hours. On-street parking is available intermittently along Fremont Avenue N, N 87th Streets, and N 86th Street near the site. The project would include 58 total bicycle parking spaces to encourage non- vehicle usage. The site is conveniently located near transit service with stops on N 85th Street, Greenwood Avenue N, and Aurora Avenue N less than ½ mile from the site, including a stop for Metro's RapidRide E- line. These elements could entice future residents to not own a vehicle, and ultimately reduce the estimated number of neighborhood parking overspill.

2.e. - Utility and sewer capacity;

Response: Existing utility and sewer has the capacity.

2.f. - Shoreline navigation;

Response: Not applicable - not near shoreline.

Response: Circumstances have changed in favor of siting multifamily housing within a couple of blocks of commercial centers and transit. The property within a block or two of a two-mile stretch of 85th (from Interlaken Ave N to 19th Ave NW) has developed largely with multifamily housing in the last 25 years. The apartments just to the south of the site were built in 1997, long after the NR zoning was adopted. Society's understanding of how land use patterns affect climate change and how important dense, urban infill development is has increased markedly in just the last 5-10 years. Not to mention, the Mayor declared an affordable housing emergency five years ago. In only the last few years, Metro has added Bus Rapid Transit on Aurora and greatly improved headways on 85th.

H.Overlay districts. If the area is located in an overlay district, the purpose and boundaries of the overlay district shall be considered.

Response: Not applicable - Not in an overlay district.

I. Critical areas. If the area is located in or adjacent to a critical area (Chapter 25.09), the effect of the rezone on the critical area shall be considered.

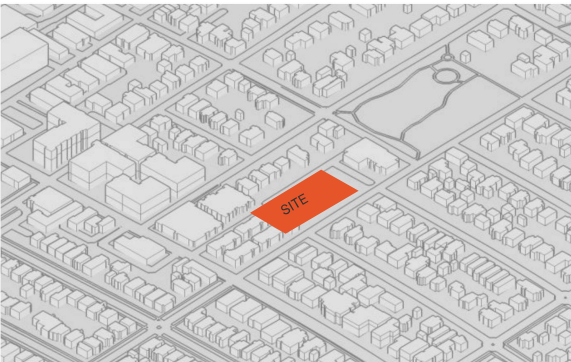
Response: Not applicable - Not in a critical area.

23.34.008.G Changed circumstances. Evidence of changed circumstances shall be taken into consideration in reviewing proposed rezones, but is not required to demonstrate the appropriateness of a proposed rezone. Consideration of changed circumstances shall be limited to elements or conditions included in the criteria for the relevant zone and/or overlay designations in this Chapter 23.34.

23.34.009 Height Limits of the Proposed Rezone

If a decision to designate height limits in residential, commercial, or industrial zones is independent of the designation of a specific zone, in addition to the general rezone criteria of Section 23.34.008, the following shall apply...

Response: Not applicable - The project is not seeking height independent of the requested LR2 (M1) zone.



23.34.010 Designation of NR1, NR2, and NR3 Zones

A. Except as provided in subsections B of Section 23.34.010, areas zoned NR1, NR2, or NR3 may be rezoned to zones more intense than NR3 if the City Council determines that the area does not meet the criteria for NR1, NR2, or NR3 zones.

Response: For the several reasons discussed below, Council should conclude that the subject parcel does not meet the criteria for NR1, NR2, or NR3 designation. In sum, the site is vacant and has never been improved with single-family structures. Several blocks in the immediate vicinity, particularly the half-blocks fronting the west side of Fremont Avenue, are not predominately in single-family use—either as a percentage of existing structures or as a percentage of land area. The site is adjacent to a lowrise zone to the south improved with multifamily structures, and multifamily uses dominate only two blocks north on Fremont Avenue. There has been no recent trend towards expanding or renovating single-family structures in the area. The site is more appropriate for lowrise zoning than it is for Neighborhood Residential.

B. Areas zoned NR1, NR2, or NR3 that meet the criteria contained in subsection B.1 through 23.34.011.B.3 may only be rezoned to zones more intense than NR3 if they are located within the adopted boundaries of an urban village...

Response: Not Applicable - Site is not within an urban village.

23.34.011 NR1, NR2 and NR3 zones, function and locational criteria

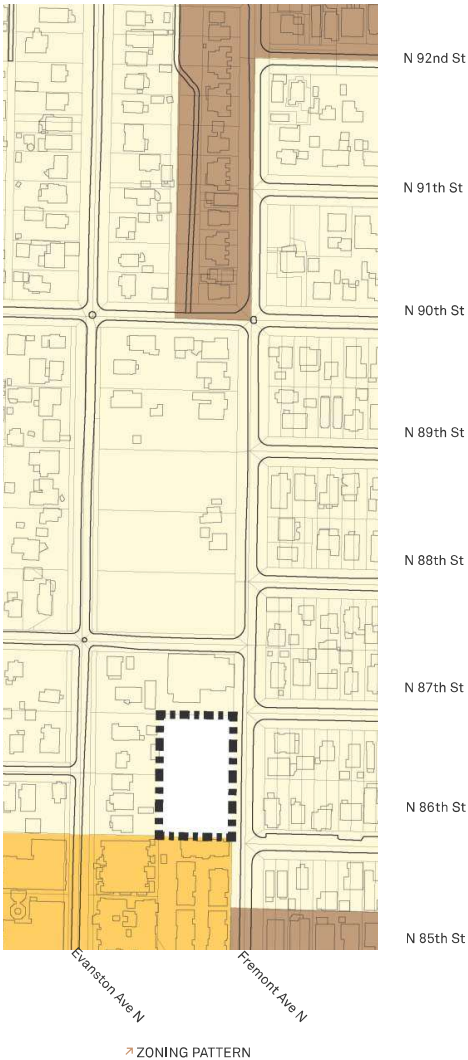
23.34.011.A - Function. An area that provides predominantly detached single-family structures on lot sizes compatible with the existing pattern of development and the character of single-family neighborhoods.

Response: On the west side of Fremont Avenue from south of 85th to north of 95th, there are only three parcels are both zoned NR3 and in single-family use. As discussed above in response to 23.34.008.C, the west side of Fremont Avenue between 85th and 95th is the relevant “area” for the purposes of rezone analysis because, although the blocks to the east of Fremont Avenue and west of Evanston Avenue are predominately single-family, the character of Fremont Avenue itself differs from both. It marks the transition between two historical plats: the Green Lake Addition to the east, and the Osners Suburban Homes Addition to the west.

Due to this transition between plats, the Subject parcel occupies a single block face fronting Fremont Avenue between 85th and 87th (which is ½ block north of 87th on the east side of Fremont), while the structures to the east across Fremont Avenue are mostly corner lots. Taking the side yard of the homes that face north or south as defining the eastern edge of the block for the purposes of 23.84A.004, the block contains ten structures, five of which are single-family houses. Four are apartment buildings and the last one is the Boys & Girls Club.

North of the subject property is Greenwood Park, which occupies two full blocks. North of 90th, the west side of Fremont is zoned LR1, and the lots are predominately in multifamily use - townhomes and duplexes.

North of 90th is the precedent for treating the west side of Fremont Avenue differently from the areas to the east and west. The west side of Fremont Avenue North between 90th and 92nd and in multifamily use. By contrast, the east side of Fremont Avenue is zoned NR3 between 86th and 92nd, as is the east side of Evanston Avenue N. Thus, Council has already approved a finger of multifamily zoning ½ block wide and two blocks long. The applicant here requests the mirror image.



B. Locational criteria. An NR1, NR2, or NR3 zone designation is most appropriate in areas that are outside of urban centers and villages and meet the following criteria:

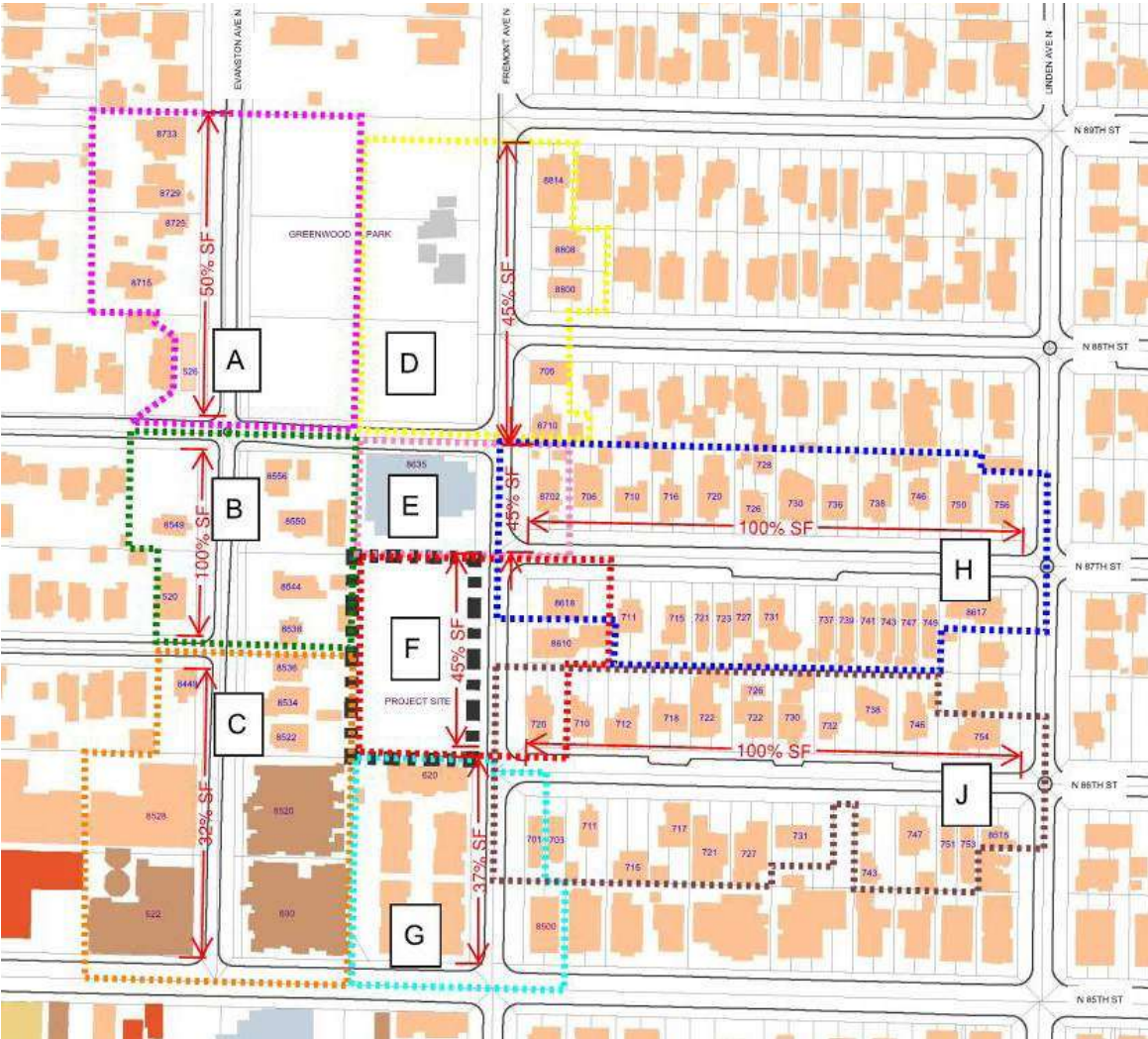
1. Areas that consist of blocks with at least 70 percent of the existing structures, not including detached accessory dwelling units, in single-family residential use; or

Response: Six out of the nine blocks studied in the relevant area are not 70% single-family, when taking in account land mass (refer to page 28). As you can see at the subject block, Block F, the subject site is a existing play field and is not able to counteract the single family dwellings on the same block when looking at number of existing structures. However, if you take in account that the use of the existing site is not single family use then the percentage of single family on Block F goes down to 45%

2. Areas that are designated by an adopted neighborhood plan as appropriate for single-family residential use; or

Response: Not part of Greenwood neighborhood plan.

23.34.011 NR1, NR2 and NR3 zones, function and locational criteria (CONTINUED)



➤ BLOCK ANALYSIS

BLOCK ANALYSIS - PERCENTAGE OF SINGLE-FAMILY (SF) USE BASED ON NUMBER OF BUILDINGS

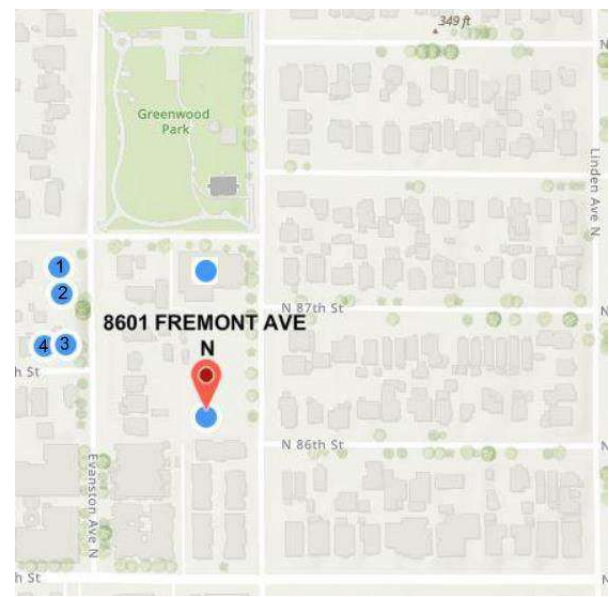
- BLOCK A - 100%
- BLOCK B - 100% SF
- BLOCK C - 50% SF
- BLOCK D - 100% SF
- BLOCK E - 50% SF
- BLOCK F - 100% SF
- BLOCK G - 14% SF
- BLOCK H - 100% SF
- BLOCK J - 100% SF

Basing the analysis solely on number of single-family buildings skews the percentages when the block includes open space. This applies to both the subject site and Greenwood Park. Therefore, we also looked at the percentage of single family based on length of block face. The use of single-family compared to other uses is more accurately reflected when using length of block face than number of buildings.

BLOCK ANALYSIS - PERCENTAGE OF SINGLE FAMILY (SF) USE BASED ON LENGTH OF BLOCK FACE (PER SDCI QUARTER SECTION MAP #26)

- BLOCK A - 50% SF
- BLOCK B - 100% SF
- BLOCK C - 32% SF
- BLOCK D - 45% SF
- BLOCK E - 45% SF
- BLOCK F - 45% SF
- BLOCK G - 37% SF
- BLOCK H - 100% SF
- BLOCK J - 100% SF

23.34.011 NR1, NR2 and NR3 zones, function and locational criteria (CONTINUED)



PERMITTING ACTIVITY
(IMAGE FROM SHAPING SEATTLE 07/19/22 & 08/12/24)

- Block A -No permits in the last 5 years
 - Block B - > 70% in single-family use
 - Block C -No permits in the last 5 years
 - Block D -No permits in the last 5 years
 - Block E - Boys & Girls Club North Seattle STFI Facility bathroom remodel (June 2023)
 - Block F - 8610 Fremont Ave N (interior remodel May 2020)
 - Block G -No permits in the last 5 years
 - Block H - >70% in single-family use
 - Block J - >70% in single-family use
- (Reviewed records on Seattle Service Portal)

3. Areas that consist of blocks with less than 70 percent of the existing structures, not including detached accessory dwelling units, in single-family residential use but in which an increasing trend toward single-family residential use can be demonstrated; for example:
- a. The construction of single-family structures, not including detached accessory dwelling units, in the last five years has been increasing proportionately to the total number of constructions for new uses in the area, or
 - b. The area shows an increasing number of improvements and rehabilitation efforts to single-family structures, not including detached accessory dwelling units, or
 - c. The number of existing single-family structures, not including detached accessory dwelling units, has been very stable or increasing in the last five years, or
- Response: At blocks with less than 70 percent of existing structures in single-family structures.
- a) There has not been recent trend toward single-family use within the subject blocks studied.
 - b) 8610 Fremont Ave N has done an interior remodel back in May of 2020.
 - c) The number of existing single-family structures has been very stable.

- d. The area's location is topographically and environmentally suitable for single-family residential developments.
- Response: The area is topographically suitable for residential development of any type, but is environmentally more suited to multifamily than single-family. The subject parcel is walking distance to Greenwood retail/commercial hub, parks, and schools. The proposal will be far more carbon efficient than are detached single-family structures, and Bellwether residents have lower rates of car ownership/use than the general population. The site is well-served by high-frequency transit a half-block south on 85th and the Rapid Ride E line two blocks east on Aurora.

- C. An area that meets at least one of the locational criteria in subsection 23.34.011.B should also satisfy the following size criteria in order to be designated as a NR1, NR2, or NR3 zone:
- 1. The area proposed for rezone should comprise 15 contiguous acres or more, or should abut existing NR1, NR2, or NR3 zones.
 - 2. If the area proposed for rezone contains less than 15 contiguous acres, and does not abut existing NR1, NR2, or NR3 zones, then it should demonstrate strong or stable single-family residential use trends or potentials such as:
 - a. That the construction of single-family structures, not including detached accessory dwelling units, in the last five years has been increasing proportionately to the total number of constructions for new uses in the area, or
 - b. That the number of existing single-family structures, not including detached accessory dwelling units, has been very stable or increasing in the last five years, or
 - c. That the area's location is topographically and environmentally suitable for single-family structures, or
 - d. That the area shows an increasing number of improvements or rehabilitation efforts to single-family structures, not including detached accessory dwelling units.

Response: Not applicable - None of the locational criteria above are met.

23.34.011 NR1, NR2 and NR3 zones, function and locational criteria (CONTINUED)

D. Half-blocks at the edges of NR1, NR2, or NR3 zones which have more than 50 percent single-family structures, not including detached accessory dwelling units, or portions of blocks on an arterial which have a majority of single-family structures, not including detached accessory dwelling units, shall generally be included. This shall be decided on a case-by-case basis, but the policy is to favor including them.

Response: This provision serves as a locational criterion, even though the Code does not expressly identify it as such. The half-block containing the subject site is vacant and has no single-family home on it (see subject block diagram on page 28). The Code preference for including in Neighborhood residential zones any half-block sites improved with single-family necessarily implies that a lack of single-family structures argues against including the site in a single-family zone. Were Council evaluating the appropriate zoning district for the area in the first instance, the lack of single-family structures on the site would render it inappropriate for single-family zoning.

Conclusion: The property is not in an area that provides predominantly detached single-family structures. The lot size is very large and not compatible with the existing pattern of development and the character of single-family neighborhoods. A denser zoning designation provides more opportunities for development of affordable housing (a stated city priority), and provides transition between denser development along 85th Ave and the Single Family neighborhood to the east and west. Currently, no such transition / buffer exists.

23.34.012 Residential Small Lot (RSL) zone, function and locational criteria

23.34.012. A - Functions. An area within an urban village that provides for the development of homes on small lots that may be appropriate and affordable to households with children and other households which might otherwise choose existing detached houses on larger lots.

Response: Not applicable - The property is not within an Urban Village.

23.34.012.B. Locational Criteria. An RSL zone is most appropriate in areas generally characterized by the following:

1. The area is similar in character to single-family zones;

Response: The area includes some single-family homes to the east and west, but the south is dominated by multifamily. The subject parcel has never been in single-family use and the proposal would provide transition between the more-intense multifamily uses to the south and the single family areas.

2. The area is located inside an urban center, urban village, or Station Area Overlay District where it would provide opportunities for a diversity of housing types within these denser environments;

Response: The Subject site is adjacent to, but outside of, the urban village. Nevertheless, it could help diversify the housing stock within easy walking distance of the urban village as well as high-frequency transit.

3. The area is characterized by, or appropriate for, a mix of single-family dwelling units, multifamily structures that are similar in scale to single-family dwelling units, such as duplex, triplex, rowhouse, and townhouse developments, and single-family dwelling units that have been converted to multifamily residential use or are well-suited to conversion;

Response: The area is similar in scale to the single-family. The subject site sits between higher-density multifamily structures and single-family housing. It is ideally suited to provide transition between existing higher-density multifamily and single-family, whereas single-family zoning (even at the density of RSL) would result in an abrupt edge.

4. The area is characterized by local access and circulation that can accommodate low density development oriented to the ground level and the street, and/or by narrow roadways, lack of alleys, and/or irregular street patterns that make local access and circulation less suitable for higher density multifamily development;

Response: The local access and circulation is suitable for higher density multi-family development. The area is on a rectilinear grid with street widths sufficient to accommodate two-way traffic and sidewalks. 85th, a half-block to the south of the subject parcel, is a principal arterial with high-frequency transit. Aurora Avenue N, another principal arterial with high-frequency transit (including the Rapid Ride E line), is two blocks east of the site. Greenwood Avenue N, a Minor Arterial, is three blocks west of the site.

5. The area is within a reasonable distance of frequency transit service, but is not close enough to make higher density multifamily development more appropriate.

Response: The frequent transit service close to the site makes higher density multi-family development more appropriate.

6. The area would provide a gradual transition between single-family zoned areas and multifamily or neighborhood commercial zoned areas; and

Response: The RSL building height of 30 feet does not provide the transition between the NC3-55 (M) building height of 55 feet and the SF building height of 30 feet.

7. The area is supported by existing or projected facilities and services used by residents, including retail sales and services, parks, and community centers

Response: There are existing facilities and services in the Greenwood neighborhood (see page 8).

Conclusion: Residential Small Lot (RSL) zoning designation is not appropriate for this site. The property is located near an arterial with an increasing trend (and demand) for higher density development. RSL zoning represents an underutilization of available infrastructure, services, amenities and utilities, all of which can support higher density development. The RSL zone does not offer height transitioning from the taller zoning of NC3-55 to the SF height. This zoning does not provide the density needed to make the affordable project cost effective to construct. A denser zoning designation provides more units of housing compared to 9 units for this site under this zone.

23.34.013 Designation of Multifamily Zones

An area zoned single-family that meets the criteria of Section 23.34.011 for single-family designation may not be rezoned to multifamily except as otherwise provided in Section 23.34.010.B.

Response: The site does not meet any of the locational criteria for single-family zoning per Section 23.34.010.B.

23.34.014 Lowrise 1 (LR1) zone, function and location criteria

23.34.014.A – Functions. The function of the LR1 zone is to provide opportunities for low-density multifamily housing, primarily rowhouse and townhouse developments, through infill development that is compatible with single-family dwelling units, or through the conversion of existing single-family dwelling units to duplexes or triplexes.

Response: There are no rowhouse or townhouse developments on the block.

23.34.014.B. Locational Criteria. The LR1 zone is most appropriate in areas generally characterized by the following conditions:

1. The area is similar in character to single-family zones;

Response: The area includes some single-family homes to the east and west, but the south is dominated by multifamily. The subject parcel has never been in single-family use and the proposal would provide transition between the more-intense multifamily uses to the south and the single family areas.

2. The area is either:

- a. Located outside of an urban center, urban village, or Station Area Overlay District;

Response: The site is adjacent to the border of the Greenwood Urban Village.

- b. a limited area within an urban center, urban village, or Station Area Overlay District that would provide opportunities for a diversity of housing types within these denser environments; or

Response: Not applicable – Outside of any urban center, urban village, or Station Area Overlay District.

- c. located on a collector or minor arterial;

Response: The site is not located on a collector or minor arterial.

3. The area is characterized by a mix of single-family dwelling units, multifamily structures that are similar in scale to single-family dwelling units, such as rowhouse and townhouse developments, and single-family dwelling units that have been converted to multifamily residential use or are well-suited to conversion;

Response: The area is similar in scale to the single-family. The subject site sits between higher-density multifamily structures and single-family housing. It is ideally suited to provide transition between existing higher-density multifamily and single-family, whereas single-family zoning (even at the density of LR1) would result in an abrupt edge.

4. The area is characterized by local access and circulation that can accommodate low density multifamily development oriented to the ground level and the street, and/or by narrow roadways, lack of alleys, and/or irregular street patterns that make local access and circulation less suitable for higher density multifamily development;

Response: The local access and circulation is suitable for higher density multi-family development. The area is on a rectilinear grid with street widths sufficient to accommodate two-way traffic and sidewalks. 85th, a half-block to the south of the subject parcel, is a principal arterial with high-frequency transit. Aurora Avenue N, another principal arterial with high-frequency transit (including the Rapid Ride E line), is two blocks east of the site. Greenwood Avenue N, a Minor Arterial, is three blocks west of the site.

5. The area would provide a gradual transition between single-family zoned areas and multifamily or neighborhood commercial zoned areas; and

Response: There is currently no gradual transition from the SF zone to NC3-55 zones. The proposed development would provide transition in scale from commercial scale on N 85th Street to the residential scale to the east and west. LR zones are specifically promoted in the land use code as appropriate for transitions between zones of higher intensity use and lower intensity use.

6. The area is supported by existing or projected facilities and services used by residents, including retail sales and services, parks, and community centers.

Response: The RSL building height of 30 feet does not provide the transition between the NC3-55 (M) building height of 55 feet and the SF building height of 30 feet.

Conclusion: Lowrise 1 (LR1) zoning designation is most appropriate for areas that are predominantly single family in nature. The property is located near an arterial with an increasing trend (and demand) for higher density development. LR1 zoning represents an underutilization of available infrastructure, services, amenities and utilities, all of which can support higher density development. A denser zoning designation provides more opportunities for development of affordable housing (a stated city priority), and provide transition between denser development along N 85th Street. However, this zoning's floor area ratio does not provide density needed to make the affordable project cost effective to construct.

23.34.018 Lowrise 2 (LR2) zone, function and location criteria

23.34.018.A - Functions. The dual functions of the LR2 zone are to:

1. Provide opportunities for a variety of multifamily housing types in existing multifamily neighborhoods and along arterials that have a mix of small scale residential structures; and

Response: LR2 zoning would help provide a transition zone between the NC3-55 (M) along N 85th Street and the single family neighborhood to the east and west. It would allow for more multi-family housing types in the area immediately north of 85th.

2. Accommodate redevelopment in areas within urban centers, urban villages, and Station Area Overlay Districts in order to establish multifamily neighborhoods of low scale and density.

Response: The site is adjacent to an urban village but not within an urban center, urban village or Station Area Overlay District.

23.34.018.B. Locational Criteria. The LR2 zone is most appropriate in areas generally characterized by the following conditions:

1. The area is either:

- a. Located in an urban center, urban village, or Station Area Overlay District where new development could help establish a multifamily neighborhood of moderate scale and density, except in the following urban villages: the Wallingford Residential Urban Village, the Eastlake Residential Urban Village, the Upper Queen Anne Residential Urban Village, the Morgan Junction Residential Urban Village, the Lake City Hub Urban Village, the Bitter Lake Village Hub Urban Village, and the Admiral Residential Urban Village; or

Response: Not applicable - Project is not in an urban village, center or SAOD.

- 1.b. located in or near an urban center, urban village, or Station Area Overlay District, or on an arterial street, and is characterized by one or more of the following conditions:

Response: The site is adjacent to the border of the Greenwood Urban Village.

- 1.b.1) small-scale structures generally no more than 35 feet in height that are compatible in scale with SF and LR1 zones;

Response: The site is vacant but the surrounding area goes from larger-scale multifamily to the south to single-family to the north. The proposal will provide a transition in height and bulk.

Single-family zoning height is 30 feet but allows an additional 5 feet for gable roof pitches greater than 4:12. The proposal uses the same pitched gable roof form at the 40 foot height limit of LR2 (M1). Essentially the pitched gable roof height of this project will only be five feet higher than what is allowed in single-family zoning (see page 18 and 19).

- 1.b.2) the area would provide a gradual transition between SF or LR1 zones and more intensive multifamily or neighborhood commercial zones; and

Response: The current vacant site provides no transition from the NC2-55(M) zoning to the south of the site to the SF 5000 zoning to the north. The proposal would provide an interim step at less than 40 feet.

2. The area is characterized by local access and circulation conditions that accommodate low density multifamily development;

Response: The anticipated 14 -17 peak-hour vehicles trips will not meaningfully affect either the residential Fremont Avenue or the rest of the grid. The existing street network of local access and circulation can accommodate the low density multifamily development.

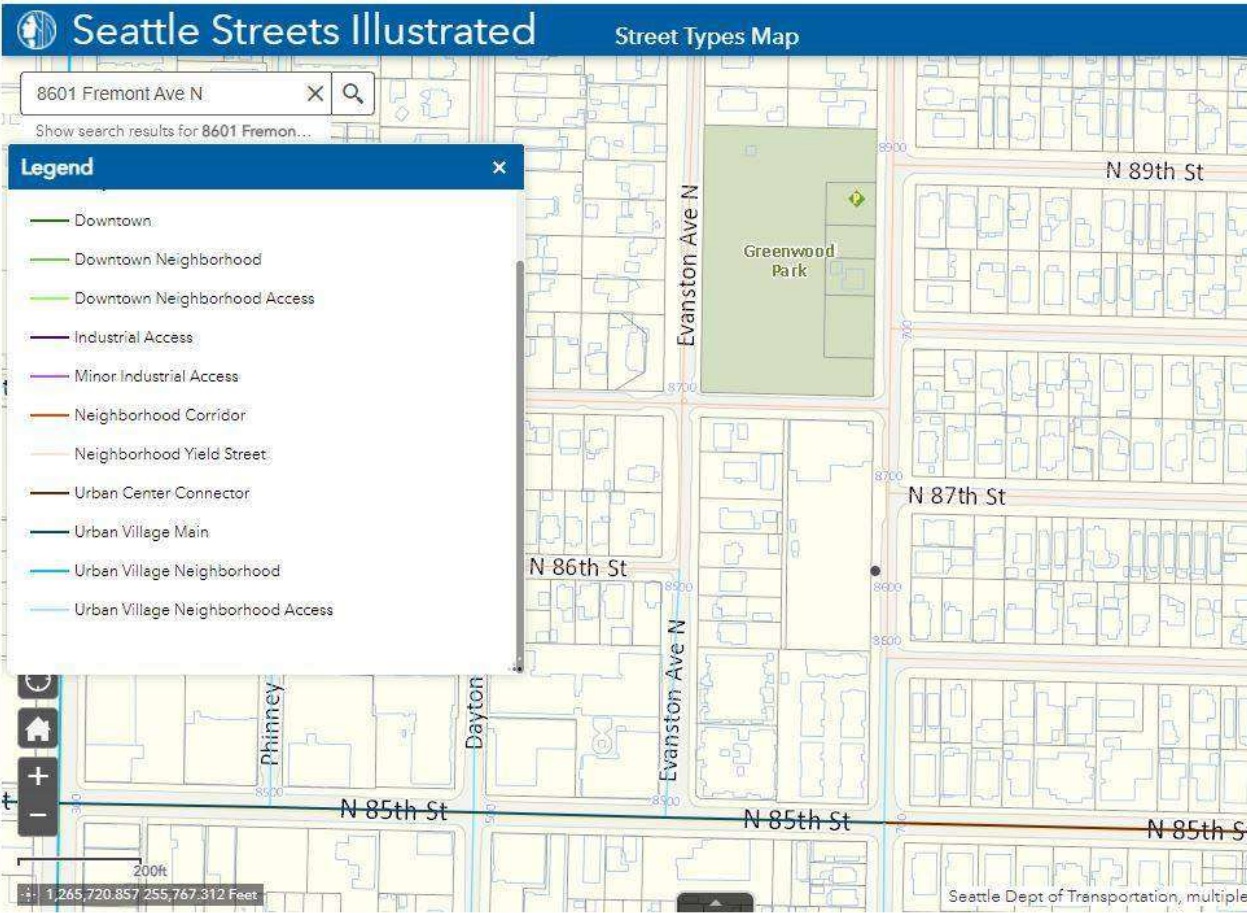
3. The area has direct access to arterial streets that can accommodate anticipated vehicular circulation, so that traffic is not required to use streets that pass through lower density residential zones; and

Response: The southern edge of the site is only a half-block north of a Principal Arterial of N 85th Street denoted on the next page as an Urban Village Main Street. Evanston Ave N and Fremont Ave N are both Urban Village Neighborhood Access streets and are already providing access to multi-family uses as well as other uses like Greenwood Park and the Boy and Girls Club. The Boys and Girls Club estimates approximately 65 - 75 trips are made to their parking lot.

4. The area is well supported by existing or projected facilities and services used by residents, including retail sales and services, parks, and community centers, and has good pedestrian access to these facilities.

Response: The project site is well supported by the near by the local business along Greenwood four blocks away and the Fred Meyer one block further. The Greenwood Library is south of the site on N 80th Street. On the next block north of the site is the Greenwood Park along with other near by parks. Besides the North Seattle Boy and Girls Club next door, the Greenwood Senior Center is just south of N 85th Street on Fremont Ave N. The number 45 bus has stops on next block over on N 85th St. and there are three other bus lines in a less than a five minute walk. See page 8.

23.34.018 Lowrise 2 (LR2) zone, function and location criteria
(CONTINUED)



Conclusion: The property is a good candidate for Lowrise 2 (LR2) zoning because the roads, transit, schools, open space, commercial activity and utility services can support higher density development. LR2 (M1) would provide a needed transition between denser NC3-55 (M) development along N 85th Street and the single family zone. The 40-foot height limit of LR2 (M1) provides a stepping from 55 feet down to 30 - 35 feet of the SF zone. While we are nowhere near the allowed density of this zone, the floor area ratio makes LR2 (M1) a viable option compared to SF, RSL and LR1 zones. More importantly, there is a demonstrated need to establish higher densities in well-served areas such as this one to facilitate the production of affordable housing (a stated city priority).

23.34.020 Lowrise 3 (LR3) zone, function and location criteria

23.34.020.A - Functions. The dual functions of the LR3 zone are to:

1. Provide opportunities for a variety of multifamily housing types in existing multifamily neighborhoods, and along arterials that have a mix of small to moderate scale residential structures; and

Response: LR3 zoning would help provide a transition zone between the NC3-55 (M) along N 85th Street and the single family neighborhood to the east and west. It would allow for more multi-family housing types in the area immediately north of 85th.

2. Accommodate redevelopment in areas within urban centers, urban villages, and Station Area Overlay Districts in order to establish multifamily neighborhoods of moderate scale and density.

Response: The site is adjacent to an urban village but not within an urban center, urban village or Station Area Overlay District.

23.34.020.B. Locational Criteria. The LR3 zone is most appropriate in areas generally characterized by the following conditions:

1. The area is either:

- a. Located in an urban center, urban village, or Station Area Overlay District where new development could help establish a multifamily neighborhood of moderate scale and density, except in the following urban villages: the Wallingford Residential Urban Village, the Eastlake Residential Urban Village, the Upper Queen Anne Residential Urban Village, the Morgan Junction Residential Urban Village, the Lake City Hub Urban Village, the Bitter Lake Village Hub Urban Village, and the Admiral Residential Urban Village; or

Response: Not applicable - Project is not in an urban village, center or SAOD.

- b. located in an existing multifamily neighborhood in or near an urban center, urban village, or Station Area Overlay District, or on an arterial street, and characterized by a mix of structures of low and moderate scale;

Response: The site is adjacent to the border of the Greenwood Urban Village.

2. The area is near neighborhood commercial zones with comparable height and scale;

Response: The site is adjacent to a neighborhood commercial zone of NC3-55 (M).

3. The area would provide a transition in scale between LR1 and/or LR2 zones and more intensive multifamily and/or commercial zones;

Response: The site is not adjacent to LR1 and/or LR2 on this block adjacent to the neighborhood commercial zone.

4. The area has street widths that are sufficient for two-way traffic and parking along at least one curb;

Response: While Fremont Ave N is designated as a neighborhood yield street, the right-of-way currently has two-way traffic and parking bulbed in along the property frontage.

5. The area is well served by public transit;

Response: The number 45 bus has stops on next block over on N 85th St. and there are three other bus lines in a less than a five minute walk. See page 8.

6. The area has direct access to arterial streets that can accommodate anticipated vehicular circulation, so that traffic is not required to use streets that pass through lower density residential zones;

Response: The southern edge of the site is only a half-block north of a Principal Arterial of N 85th Street.

7. The area well supported by existing or projected facilities and services used by residents, including retail sales and services, parks, and community centers, and has good pedestrian access to these facilities.

Response: The project site is well supported by the near by the local business along Greenwood four blocks away and the Fred Meyer one block further. The Greenwood Library is south of the site on N 80th Street. On the next block north of the site is the Greenwood Park along with other near by parks. Besides the North Seattle Boy and Girls Club next door, the Greenwood Senior Center is just south of N 85th Street on Fremont Ave N. The number 45 bus has stops on next block over on N 85th St. and there are three other bus lines in a less than a five minute walk. See page 8.

C.& D

Response: Not Applicable - Not in Delridge or High Point Neighborhood Revitalization Area nor is it designated environmentally critical.

Conclusion: Lowrise 3 (LR3) zoning designation is similarly well suited designation for this area for all the reasons stated in the Lowrise 2 responses. We settled on LR2 (M1) zoning because the height, bulk and scale is closer to the SF zoning but still provides opportunity for the density needed to make the affordable project cost effective to construct.

SUMMARY OF ZONES

ZONE DESIGNATION	APPROPRIATE FOR PROJECT?	NOTES
NR1, NR2 & NR3	NO	ONLY 45% OF STRUCTURES ON THE BLOCK ARE SINGLE FAMILY USE BASED ON LENGTH OF BLOCK FACE. LOT SIZES ON BLOCK FACE ARE MUCH TOO LARGE FOR SINGLE FAMILY. UNDERUTILIZATION OF SITE / INFRASTRUCTURE / SERVICES CAPACITY. NOT ALIGNED WITH NEED FOR AFFORDABLE HOUSING.
RSL/C	NO	SITE NOT APPROPRIATE FOR NEIGHBORHOOD RESIDENTIAL ZONING. SITE IS WELL-SERVED BY TRANSIT AND TRANSPORTATION NETWORK. UNDERUTILIZATION OF SITE / INFRASTRUCTURE / SERVICES CAPACITY. NOT ALIGNED WITH NEED FOR AFFORDABLE HOUSING. INSUFFICIENT ALLOWED DENSITY RSL/T & RSL > 1-2 UNITS/ LOT NOT PERMITTED.
LR1	NO	INSUFFICIENT HEIGHT/BULK/SCALE TO PROVIDE TRANSITION FROM NC2-55 TO NR3. INFRASTRUCTURE AND NEIGHBORHOOD PRESENT TO SERVE GREATER RESIDENTIAL DENSITY THAN PERMITTED IN LR1 WITHOUT CREATING UNDUE HEIGHT, BULK, OR SCALE IMPACTS. NOT ALIGNED WITH NEED FOR AFFORDABLE HOUSING. INSUFFICIENT ALLOWED DENSITY > 3 UNITS/ LOT NOT PERMITTED.
LR2/LR2(M1)	YES	APPROPRIATE AS A TRANSITION ZONE BETWEEN NC-3-55 (M) AND NR3. ALIGNED WITH NEED FOR AFFORDABLE HOUSING. SUFFICIENT ALLOWED DENSITY WITH APPROPRIATE SETBACKS TO NR3 ZONED PROPERTIES.
LR3/LR3(M2)	NO	APPROPRIATE AS A TRANSITION ZONE BETWEEN NC-3-55 (M) AND NR3. ALIGNED WITH NEED FOR AFFORDABLE HOUSING. SUFFICIENT ALLOWED DENSITY WITH APPROPRIATE SETBACKS TO NR3 ZONED PROPERTIES.
NOT CONSIDERED FOR REZONE		
MR		TOO DENSE FOR EXISTING CONTEXT
RC		OVERLAY TO DESIGNATED RESIDENTIAL ZONING
NC		NOT REPRESENTATIVE OF PROPOSED USE
C		NOT REPRESENTATIVE OF PROPOSED USE
HR		TOO DENSE FOR EXISTING CONTEXT
SF9600		N/A NOT PRESENT IN SURROUNDING CONTEXT
SF7200		N/A NOT PRESENT IN SURROUNDING CONTEXT

LR2 (M1)



53 units, 11 parking stalls

This option provides generous open area at grade along Fremont Avenue N, while introducing 2 buildings each maintaining the 90' structure width requirement for LR2 (M1). This option fits within LR2 (M1) zoning. The buildings are nearly identical and would have two separate entries from the courtyards. the overall massing matches up with the parking lot of the boys and girls club, making this NE end of the block a more cohesive whole.

PROS

- Roof pitches stagger to provide more open space to Fremont Ave N.
- Portions of the west facade step farther back away from the west property line.
- Building placement allows for likely pad mounted transformer location at southeast of site.
- As illustrated in the sun study, the shadow impacts internally on the courtyards and the neighboring west residential homes are less.
- Less impacts on the Northeast corner of the Denise Hunt townhomes to the south.
- Buildings are identical - easier for constructibility.

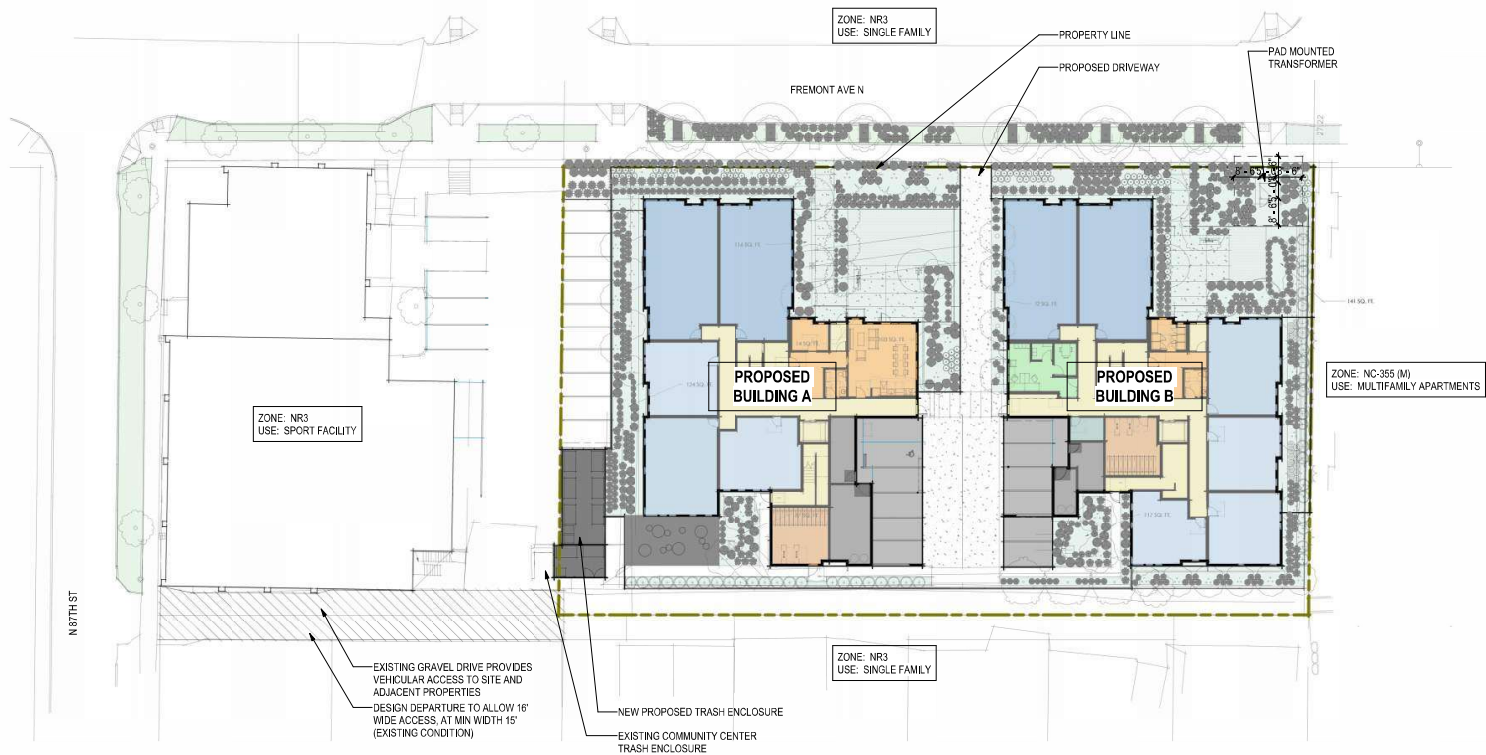
ENCORE ARCHITECTS



VIEW FACING NW



VIEW FACING W



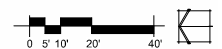
2 LEVEL 01 PLAN
1" = 20'-0"





1 LEVEL 02
1" = 20'-0"

2 LEVEL 03
1" = 20'-0"





➤ VIEW FACING W



➤ VIEW FACING NW FROM



➤ VIEW FACING SW FROM 87TH





➤ KNOXVILLE GRAY



➤ WOOD SLATS



➤ WOODTONE - ASPEN RIDGE



ENCORE ARCHITECTS

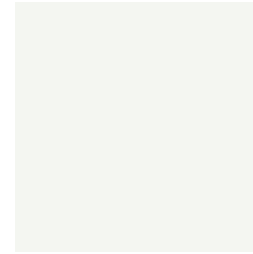
Greenwood Apartments Contract Rezone Application 08.12.2024 42



P-01
Paint - Benjamin Moore
Color: Wickham Gray



R-1
Asphalt Shingle
Malarkey
Color: Midnight Black



P-04
Paint - Benjamin Moore
Color: Chantilly Lace



P-02
Paint - Benjamin Moore
Color: Knoxville Gray



MTL-02
METAL COPING/ROOFING
Pre-Finished
Cascadia Metals
Color: Slate Grey



WDW-01
Vinyl window
VPI - ENDURANCE SERIES
Color: White



P-03
Paint - Benjamin Moore
Color: Black Iron



C -1
Sealed Concrete



ALUM-1
Aluminum Storefront
Color: Dark Bronze



WD-1
"Wood Siding"
Fiber Dement lap Siding
Woodtone - Aspen Ridge



WD - 2
Composite Wood Siding
Resysta Product Profile
REsysta
Color: Burma



ENCORE

ARCHITECTS

DATE: February 23, 2022

TO: Greg Johnson
Seattle Department of Construction and Inspections
700 5th Avenue, Suite 2000
PO Box 34019
Seattle, WA 98124-4019

FROM: Blair Stone
Encore Architects

RE: Rezone Application Submittal Information

Dear Greg;

Below is the information requested for the rezone application submittal:

1. Project number: *3036119-LU*
2. Subject property address(es): *8601 Fremont Ave. N*
3. Existing zoning classification(s) and proposed change(s): *SF 5000 to LR2 (M)*
4. Approximate size of property/area to be rezoned: *34,654 sf*
5. If the site contains or is within 25 feet of an environmentally critical area, provide information if required pursuant to SMC 25.09.330 and CAM 103B, Environmentally Critical Area Site Plan Requirements. *Site does not contain any environmentally critical areas.*
6. Applicant information:
*Encore Architects, PLLC
1402 Third Ave, Suite 1000
Seattle, WA 98101
Contact: Blair Stone
blairs@encorearchitects.com*
7. Legal description of property(s) to be rezoned (also include on plans – see #16, below).
*OSNER'S SUBURBAN HOMES PCL "B" OF SEATTLE LBA#3036839-LU REC# 20210218900013 SD
LBA BEING POR OF LOTS 3-5 OF BLK 5 OF SD ADD*
8. Present use(s) of property. *Playground and play field for the North Seattle Boys and Girls Club*
9. What structures, if any, will be demolished or removed? *Portable shed and play equipment.*
10. What are the planned uses for the property if a rezone is approved? *58 units of affordable housing.*

11. Does a specific development proposal accompany the rezone application? If yes, please provide plans. *Yes, a specific development proposal is included in the rezone package and 30x42 plan sheets per the Land Use Requirement check sheet.*
12. Reason for the requested change in zoning classification and/or new use.
There is great need to establish higher densities in well-served areas such as this one to facilitate the production of affordable housing. Under the proposed LR2 (M) zoning, the density would allow for this affordable housing to provide a mix of unit types including family-size affordable units, which are in very short supply within the City limits.
13. Anticipated benefits the proposal will provide.
The property is a good candidate for Lowrise 2 (LR2) zoning because the roads, transit, schools, open space, commercial activity and utility services can support higher density development. LR2 (M) would provide a needed transition between denser NC3-55 (M) development along N 85th Street and the single family zone. The 40-foot height limit of LR2 (M) provides a stepping from 55 feet down to 30 - 35 feet of the SF zone. While we are nowhere near the allowed density of this zone, the floor area ratio makes LR2 (M) a viable option compared to SF, RSL and LR1 zones. More importantly, there is a demonstrated need to establish higher densities in well-served areas such as this one to facilitate the production of affordable housing (a stated city priority).
14. Summary of potential negative impacts of the proposal on the surrounding area.
The project site was formally a playfield providing pervious surface. However, soil exploration determined that infiltration is low. Shadows will somewhat impact the single family to the west of the site. The negative environmental impacts associated with allowing the proposed denser urban infill development would not appreciably be greater than those that develop under the existing zoning would afford.
15. List other permits or approvals being requested in conjunction with this proposal (e.g., street vacation, design review). *Building and Street Use permits.*
16. Submit a written analysis of rezone criteria (see SMC 23.34.008 and applicable sections of 23.34.009-128). Include applicable analysis locational criteria of 23.60.220 if a shoreline environment redesignation is proposed. *A written analysis of the rezone criteria can be found in the pdf file named 3036119-LU_Rezone Analysis_2022-02-23.*
17. Provide six copies of scale drawings with all dimensions shown that include, at a minimum, existing site conditions, right- of-way information, easements, vicinity map, and legal description. See SMC 23.76.040.D, Application for Council Land Use Decisions for other application materials that may be pertinent. Plans must be accompanied by DPD plans coversheet. *I think this item is out of date. The submittal is electronically. It is my understanding that coversheets are no longer required. If this is not correct, please let me know.*

If there are any additional questions or concerns, please do not hesitate to contact us.

Blair Stone

Encore Architects



**For projects seeking a *retroactive* Design Review Exemption
for Mandatory Housing Affordability Performance or Low-Income Housing Projects (current
applications only)**

I will:

- Date

Date 9/10/2024



STATEMENT OF INTENT

*Request to Remove SEPA For Certain Residential Projects in Accordance with [SB 5412](#)
Effective July 23, 2023*

Recent changes to State Law (SB 5412) may exempt your project from environmental review beginning 7/23/2023 and you may no longer require SEPA review of your project. SEPA may be a component of your Master Use Permit (MUP) subject to other type II decisions like design review, or the only component of your project. If your MUP has more than one component, you may request the SEPA component be withdrawn from your application. Where SEPA is the only component of your MUP, you may cancel your MUP application. Building permits are still required and cannot be issued until 7/23/2023 or later.

Please complete this form if you have a MUP application in for SDCI review that includes residential development that may qualify for the new SEPA exemption according to SB 5412, and you would like to withdraw the SEPA component from your MUP application or cancel your MUP application. You may submit this form at any time.

You may also choose to continue to have the environmental review (SEPA) completed for your project. To continue SEPA review, no action is needed.

In limited instances, you may be entitled to a partial refund according to [DR 3-2011](#). If you believe you are eligible for a refund, please complete and submit the [Cancellation or Refund Request Form](#) according to the instructions on that form.

Applicant to Complete:

☒ Please check this box if you would like to withdraw the SEPA component from your active Master Use Permit or cancel your MUP application. Note: For MUPs with multiple components, your application will stay active and reviews will continue; only the SEPA component will be withdrawn. MUP applications where SEPA is the only component will be canceled.

LU Project Number: 3036119-LU

Related CN, Demo, or other SDCI Project Numbers: _____

Project Address: 8601 Fremont Ave N

Primary Applicant Name: Blair Stone

Signature (Primary Applicant): 

Date Signed: 09/09/2024

PLEASE EMAIL COMPLETED FORM TO DAVID.VANSKIKE@SEATTLE.GOV

To be completed by SDCI

The following are preliminary determinations of eligibility. This is not a final SEPA exemption determination.

☐ **You do not appear to have an eligible project.** No changes will be made to your MUP components or reviews.

☒ **Your project appears eligible for the new SEPA exemption and the SEPA component will be withdrawn from your MUP application per your request.** Upon confirmation, SDCI will return the completed form and begin the process of stopping reviews associated with the SEPA component of your project but will otherwise continue to review your MUP. You will be notified if your proposal is subsequently determined to no longer be exempt from SEPA such as through a change in your proposal or a change in the SEPA rules.

☐ **Your project appears eligible for the new SEPA exemption and SEPA is the only component of your MUP.** Upon confirmation, SDCI will return the completed form and begin the process of canceling your project. You will be notified if your proposal is subsequently determined to no longer be exempt from SEPA such as through a change in your proposal or a change in the SEPA rules.


Completed by: Travis Saunders, SDCI 9/11/2024

TECHNICAL MEMORANDUM

Project: Greenwood Apartments – Affordable Housing
8601 Fremont Avenue N (SDCI #3036071-LU)

Subject: On-Street Parking Utilization Study

Date: July 29, 2024

Authors: Cole Laush, Transportation Planner
Michelle M. Brown, Associate Transportation Engineer 

This memorandum describes on-street parking conditions in the vicinity of the proposed Greenwood Apartments project at 8601 Fremont Avenue N in Seattle.

A detailed on-street parking utilization study was performed according to the City's Tip #135,¹ which outlines the City's preferred methodology to determine the number and type of on-street parking spaces that may exist within a defined study area, and how much of that supply is utilized.

The study area for the on-street parking analysis included all roadways within an 800-foot *walking* distance from the project site. The 800-foot walking distance results in a study area that extends west to Dayton Avenue N, north to N 90th Street, just east of Linden Avenue N, and south to N 83rd Street. Details about parking supply and occupancy are provided in the following sections. The study area consists primarily of single-family residential land uses with some multifamily/commercial pockets located near N 85th Street. Many of the residential driveways in the vicinity are accessed via streets versus alleys.

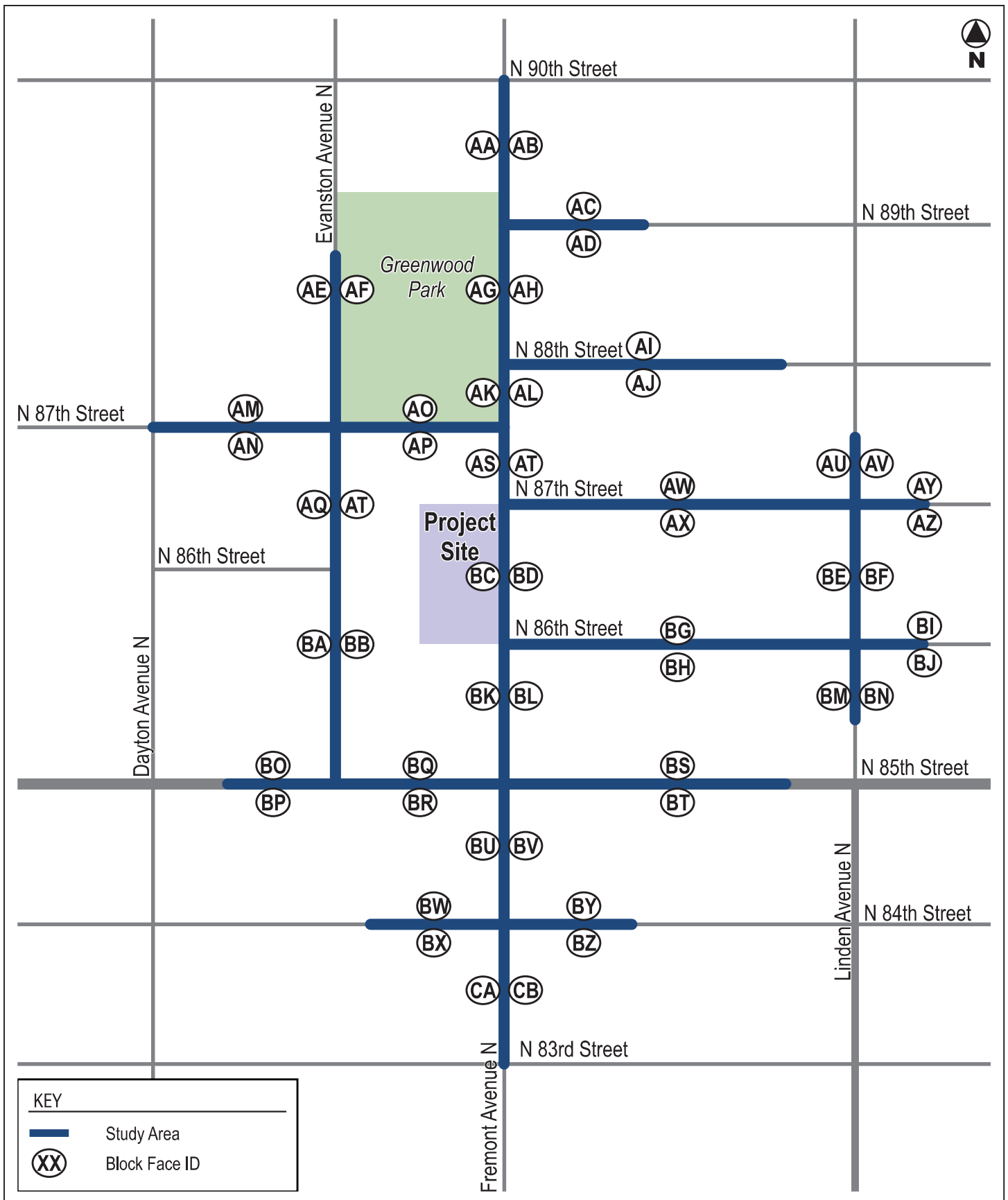
1. On-Street Parking Supply

The study area was separated into individual block faces. A block face consists of one side of a street between two cross-streets. For example, the north side N 87th Street between Evanston Avenue N and Fremont Avenue N is one block face (identified as block face 'AO' for this study). Figure 1 shows the study area and block face designations.

Each block face was measured and analyzed to determine the number of legal on-street parking spaces. First, common street features—such as driveways, fire hydrants, and special parking zones—and their buffer requirements were identified according to Seattle's Municipal Code Regulations. The remaining unobstructed lengths between street features were converted to legal on-street parking spaces using values in the City's Tip #135. Detailed parking supply by block face and methodology used are provided in Attachment A.

The parking supply survey determined that there are 301 on-street parking spaces within the study area. Of the total on-street spaces, 285 have no signed restriction, 14 have a 2-hour time limit, two are load zones and one is reserved for vehicles with a disabled parking permit.

¹ Seattle Department of Construction and Inspection (SDCI), October 5, 2022.



8601 FREMONT AVENUE N PARKING STUDY

Figure 1
Study Area for On-Street
Parking Occupancy Surveys



2. On-Street Parking Occupancy

Parking occupancy counts were performed on two days (Tuesday, July 9 and Thursday, July 11, 2024) at 7:30 P.M. to reflect evening parking conditions.

The counts for each day were compiled and results are summarized in Table 1. On-street parking utilization was calculated using the methodology described in Tip #135 and is the number of vehicles parked on-street divided by the number of legal on-street parking spaces within the study area or on a specific block face. The study area utilization totals are also shown. Detailed summaries of the on-street parking occupancy by block face for all counts are provided in Attachment A.

As shown, the survey determined that parking utilization ranged from 58% to 67% on typical weekday evenings; the number of unused parking spaces ranged from 99 to 127 spaces.

Table 1. On-Street Parking Occupancy Survey Results

Time Period Surveyed	Parking Supply	Total Vehicles Parked	% Utilization
<i>Evening (7:30 to 8:00 P.M.)</i>			
Tuesday, July 9, 2024	301	202	67%
Thursday, July 11, 2024	301	174	58%
<i>Average</i>	301	188	62%

Source: Heffron Transportation, Inc., July 2024.

Attachment: Attachment A – On-Street Parking Supply and Occupancy Details, and Inventories

ATTACHMENT A – Parking Supply and Occupancy Details

Parking Supply Calculation Methodology

Parking Prohibitions

Parking was assumed to be prohibited in the following locations based on provisions in the Revised Code of Washington (RCW):

- **Crosswalk approach** – No parking within 20 feet. (RCW 46.61.570(b)(iii))
- **Fire hydrant** – No parking within 15 feet. (RCW 46.61.570(1)(b)(ii))
- **Intersection** – No parking within an intersection. (RCW 46.61.570(1)(a)(iii))
- **Traffic-control signal approach** – No parking within 30 feet approaching any traffic-control signal located at the side of a roadway. (RCW 46.61.570(1)(b)(iv))
- **Stop sign approach** – No parking within 30 feet approaching any stop sign located at the side of a roadway. (RCW 46.61.570(1)(b)(iv)) *Note: provision also applied to Yield signs.*
- **Driveway or alley entrance** – No Parking in front of a public or private driveway or within 5-feet of the end of the curb radius leading thereto. (RCW 46.61.570(1)(b)(i))

Parking Supply

The number of spaces in each segment of unobstructed parking were based on long-utilized conversion tables that the City of Seattle has used to estimate parking for thousands of projects. Heffron Transportation has found that these tables conservatively underestimate the potential supply given the increased popularity of smaller cars and the tendency for drivers to park closer together in areas with higher utilization. Table A-1 presents the conversion for parallel parking stalls. Angle parking capacity is estimated by assuming 9-foot-wide stalls (unless parked vehicles indicate wider spacing).

Table A-1. Number of Legal On-Street Parking Spaces (Parallel Spaces per Curb Length)

Unobstructed Distance ^a	Number of Parking Spaces	Unobstructed Distance	Number of Parking Spaces	Unobstructed Distance	Number of Parking Spaces
0 – 15 feet	0	206 – 221 feet	11	412 – 433 feet	22
16 – 31 feet	1	222 – 243 feet	12	434 – 449 feet	23
32 – 53 feet	2	244 – 259 feet	13	450 – 471 feet	24
54 – 69 feet	3	260 – 281 feet	14	472 – 487 feet	25
70 – 91 feet	4	282 – 297 feet	15	488 – 509 feet	26
92 – 107 feet	5	298 – 319 feet	16	510 – 525 feet	27
108 – 129 feet	6	320 – 335 feet	17	526 – 547 feet	28
130 – 145 feet	7	336 – 357 feet	18	548 – 563 feet	29
146 – 167 feet	8	358 – 373 feet	19	564 – 585 feet	30
168 – 183 feet	9	374 – 395 feet	20	586 – 601 feet	31
184 – 205 feet	10	396 – 411 feet	21	602 – 623 feet	32

Source: City of Seattle, TIP #135. The numbers of parking spaces for unobstructed lengths over 319 feet were derived by Heffron Transportation using the City's methodology.

a. Excludes the length of curb where parking is prohibited.



Attachment A: Parking Survey Inventory

Project: Greenwood Apartments - 8601 Fremont Avenue N

Block Face ID	Street Name	Street Segment	Side of Street	Parking Supply					Occupancy			Utilization		
				Unrestricted	2hr 7a-6p Exc Sun/Hol	30min L/U Only 7a-6p Exc Sun/Hol	Disabled	Total Parking Spaces	Evening (7:30PM)			Evening (7:30PM)		
									7/9/2024	7/11/2024	Average	7/9/2024	7/11/2024	Average
AA	FREMONT AVE N	N 89TH ST AND N 90TH ST	W	6	0	0	0	6	1	2	2	17%	33%	25%
AB	FREMONT AVE N	N 89TH ST AND N 90TH ST	E	5	0	0	0	5	0	0	0	0%	0%	0%
AC	N 89TH ST	FREMONT AVE N AND 800' BOUNDARY	N	3	0	0	0	3	0	0	0	0%	0%	0%
AD	N 89TH ST	FREMONT AVE N AND 800' BOUNDARY	S	6	0	0	0	6	3	3	3	50%	50%	50%
AE	EVANSTON AVE N	N 87TH ST AND 800' BOUNDARY	W	10	0	0	0	10	0	1	1	0%	10%	5%
AF	EVANSTON AVE N	N 87TH ST AND 800' BOUNDARY	E	12	0	0	0	12	11	12	12	92%	100%	96%
AG	FREMONT AVE N	N 88TH ST AND N 89TH ST	W	8	0	0	0	8	2	4	3	25%	50%	38%
AH	FREMONT AVE N	N 88TH ST AND N 89TH ST	E	10	0	0	0	10	3	3	3	30%	30%	30%
AI	N 88TH ST	FREMONT AVE N AND 800' BOUNDARY	N	8	0	0	0	8	5	3	4	63%	38%	50%
AJ	N 88TH ST	FREMONT AVE N AND 800' BOUNDARY	S	16	0	0	0	16	8	5	7	50%	31%	41%
AK	FREMONT AVE N	N 87TH N ST AND N 88TH ST	W	3	0	0	0	3	0	2	1	0%	67%	33%
AL	FREMONT AVE N	N 87TH N ST AND N 88TH ST	E	3	0	0	0	3	0	1	1	0%	33%	17%
AM	N 87TH ST	DAYTON AVE N AND EVANSTON AVE N	N	3	0	0	0	3	4	4	4	133%	133%	133%
AN	N 87TH ST	DAYTON AVE N AND EVANSTON AVE N	S	4	0	0	0	4	4	2	3	100%	50%	75%
AO	N 87TH ST	EVANSTON AVE N AND FREMONT N AVE N	N	0	0	0	0	0	0	0	0	NA	NA	NA
AP	N 87TH ST	EVANSTON AVE N AND FREMONT N AVE N	S	10	0	0	0	10	6	6	6	60%	60%	60%
AQ	EVANSTON AVE N	N 86TH ST AND N 87TH ST	W	0	0	0	0	0	0	0	0	NA	NA	NA
AR	EVANSTON AVE N	N 86TH ST AND N 87TH ST	E	0	0	0	0	0	0	0	0	NA	NA	NA
AS	FREMONT AVE N	N 87TH S ST AND N 87TH N ST	W	2	0	0	0	2	2	1	2	100%	50%	75%
AT	FREMONT AVE N	N 87TH S ST AND N 87TH N ST	E	2	0	0	0	2	1	1	1	50%	50%	50%

Project: **Greenwood Apartments - 8601 Fremont Avenue N**

Block Face ID	Street Name	Street Segment	Side of Street	Parking Supply					Occupancy			Utilization		
				Unrestricted	2hr 7a-6p Exc Sun/Hol	30min L/U Only 7a-6p Exc Sun/Hol	Disabled	Total Parking Spaces	7/9/2024	7/11/2024	Average	7/9/2024	7/11/2024	Average
AU	LINDEN AVE N	N 87TH ST AND 800' BOUNDARY	W	4	0	0	0	4	0	0	0	0%	0%	0%
AV	LINDEN AVE N	N 87TH ST AND 800' BOUNDARY	E	5	0	0	0	5	1	1	1	20%	20%	20%
AW	N 87TH ST	FREMONT S AVE N AND LINDEN AVE N	N	12	0	0	0	12	8	9	9	67%	75%	71%
AX	N 87TH ST	FREMONT S AVE N AND LINDEN AVE N	S	12	0	0	0	12	7	5	6	58%	42%	50%
AY	N 87TH ST	LINDEN AVE N AND 800' BOUNDARY	N	0	0	0	0	0	1	0	1	Illegal	NA	Illegal
AZ	N 87TH ST	LINDEN AVE N AND 800' BOUNDARY	S	4	0	0	0	4	3	2	3	75%	50%	63%
BA	EVANSTON AVE N	N 85TH ST AND N 86TH ST	W	5	7	1	0	13	12	12	12	92%	92%	92%
BB	EVANSTON AVE N	N 85TH ST AND N 86TH ST	E	0	7	1	0	8	6	6	6	75%	75%	75%
BC	FREMONT AVE N	N 86TH ST AND N 87TH S ST	W	9	0	0	0	9	6	8	7	67%	89%	78%
BD	FREMONT AVE N	N 86TH ST AND N 87TH S ST	E	6	0	0	0	6	3	2	3	50%	33%	42%
BE	LINDEN AVE N	N 86TH ST AND N 87TH ST	W	8	0	0	0	8	2	1	2	25%	13%	19%
BF	LINDEN AVE N	N 86TH ST AND N 87TH ST	E	10	0	0	0	10	3	3	3	30%	30%	30%
BG	N 86TH ST	FREMONT AVE N AND LINDEN AVE N	N	16	0	0	0	16	15	9	12	94%	56%	75%
BH	N 86TH ST	FREMONT AVE N AND LINDEN AVE N	S	13	0	0	0	13	13	7	10	100%	54%	77%
BI	N 86TH ST	LINDEN AVE N AND 800' BOUNDARY	N	0	0	0	0	0	0	0	0	NA	NA	NA
BJ	N 86TH ST	LINDEN AVE N AND 800' BOUNDARY	S	4	0	0	0	4	0	0	0	0%	0%	0%
BK	FREMONT AVE N	N 85TH ST AND N 86TH ST	W	7	0	0	0	7	7	10	9	100%	143%	121%
BL	FREMONT AVE N	N 85TH ST AND N 86TH ST	E	7	0	0	0	7	5	6	6	71%	86%	79%
BM	LINDEN AVE N	800' BOUNDARY AND N 86TH ST	W	3	0	0	0	3	4	2	3	133%	67%	100%
BN	LINDEN AVE N	800' BOUNDARY AND N 86TH ST	E	4	0	0	0	4	6	3	5	150%	75%	113%
BO	N 85TH ST	800' BOUNDARY AND EVANSTON AVE N	N	0	0	0	0	0	0	0	0	NA	NA	NA

Project: **Greenwood Apartments - 8601 Fremont Avenue N**

Block Face ID	Street Name	Street Segment	Side of Street	Parking Supply					Occupancy			Utilization		
				Unrestricted	2hr 7a-6p Exc Sun/Hol	30min L/U Only 7a-6p Exc Sun/Hol	Disabled	Total Parking Spaces	7/9/2024	7/11/2024	Average	7/9/2024	7/11/2024	Average
BP	N 85TH ST	800' BOUNDARY AND EVANSTON AVE N	S	0	0	0	0	0	0	0	0	NA	NA	NA
BQ	N 85TH ST	EVANSTON AVE N AND FREMONT AVE N	N	0	0	0	0	0	0	0	0	NA	NA	NA
BR	N 85TH ST	EVANSTON AVE N AND FREMONT AVE N	S	0	0	0	0	0	0	0	0	NA	NA	NA
BS	N 85TH ST	FREMONT AVE N AND 800' BOUNDARY	N	0	0	0	0	0	0	0	0	NA	NA	NA
BT	N 85TH ST	FREMONT AVE N AND 800' BOUNDARY	S	0	0	0	0	0	0	0	0	NA	NA	NA
BU	FREMONT AVE N	N 84TH ST AND N 85TH ST	W	5	0	0	0	5	5	3	4	100%	60%	80%
BV	FREMONT AVE N	N 84TH ST AND N 85TH ST	E	6	0	0	0	6	6	3	5	100%	50%	75%
BW	N 84TH ST	800' BOUNDARY AND FREMONT AVE N	N	6	0	0	0	6	9	4	7	150%	67%	108%
BX	N 84TH ST	800' BOUNDARY AND FREMONT AVE N	S	9	0	0	0	9	9	7	8	100%	78%	89%
BY	N 84TH ST	FREMONT AVE N AND 800' BOUNDARY	N	4	0	0	1	5	7	4	6	140%	80%	110%
BZ	N 84TH ST	FREMONT AVE N AND 800' BOUNDARY	S	4	0	0	0	4	7	6	7	175%	150%	163%
CA	FREMONT AVE N	N 83RD ST AND N 84TH ST	W	3	0	0	0	3	3	4	4	100%	133%	117%
CB	FREMONT AVE N	N 83RD ST AND N 84TH ST	E	8	0	0	0	8	4	7	6	50%	88%	69%
TOTAL				285	14	2	1	301	202	174	188	67%	58%	62%

MEMORANDUM

Date: July 9, 2024

Project: Greenwood Apartments – Affordable Housing
8601 Fremont Avenue N (SDCI #3036071-LU)

Subject: Response to City Comments

Author: Michelle M. Brown, Associate Transportation Engineer
Marni C. Heffron, Principal Engineer

This memorandum provides updated project information for the proposed affordable housing project at 8601 Fremont Avenue N in Seattle. Based on the project changes, City staff requested additional information and analysis to support the project's rezone application. This memorandum also responds to the transportation-related comments provided to the project team from Seattle's Department of Construction and Inspections (SDCI). Comments from Greg Johnson, Senior Land Use Planner, were provided during a meeting on April 9, 2024 with the development team, and from subsequent correspondence.¹ Additional comments were provided from Audrey Spang, Transportation Reviewer (SDCI).² The comments were provided based on the revised site access proposed for the project.

When the transportation analysis³ completed for the project in April 2022; vehicular access was proposed to use an easement located on the west edge of the site that connects north to N 87th Street. The current site plan proposes site access directly from Fremont Avenue N. The current site plan also reduced the number of residential units from 58 (evaluated in prior transportation analysis) to 53 units, and on-site parking decreased from 23 to 11 stalls. A summary of the project and site location, and updated trip generation and parking demand estimates are presented herein. The City's comments and related responses are also provided.

1. Proposed Project

1.1. Site Location

The project site is located mid-block between N 87th Street and N 85th Street, on the west side of Fremont Avenue N as shown on Figure 1. The North Seattle Boys & Girls Club is located to the north, and residential units bound the site on the south and west. The nearest Principal Arterials are N 85th Street to the south that connects to Interstate 5 (I-5) and Aurora Avenue N (State Route 99) to the east, and Greenwood Avenue to the west. Fremont Avenue N and N 87th Street are residential access streets within the site vicinity, with sidewalks on both sides of the street, and a speed limit of 20 miles per hour (mph). The existing site was previously a green space and play area used by the Boys & Girls Club.

¹ Phone calls and emails with Michelle Brown at Heffron Transportation, Inc., April-May 2024.

² Phone calls and emails with Michelle Brown at Heffron Transportation, Inc., April-May 2024.

³ *Greenwood Apartments – Affordable Housing, 8601 Fremont Avenue N (SDCI #3036071-EG)*, Heffron Transportation, Inc. April 11, 2022.

1.2. Project Program and Site Access

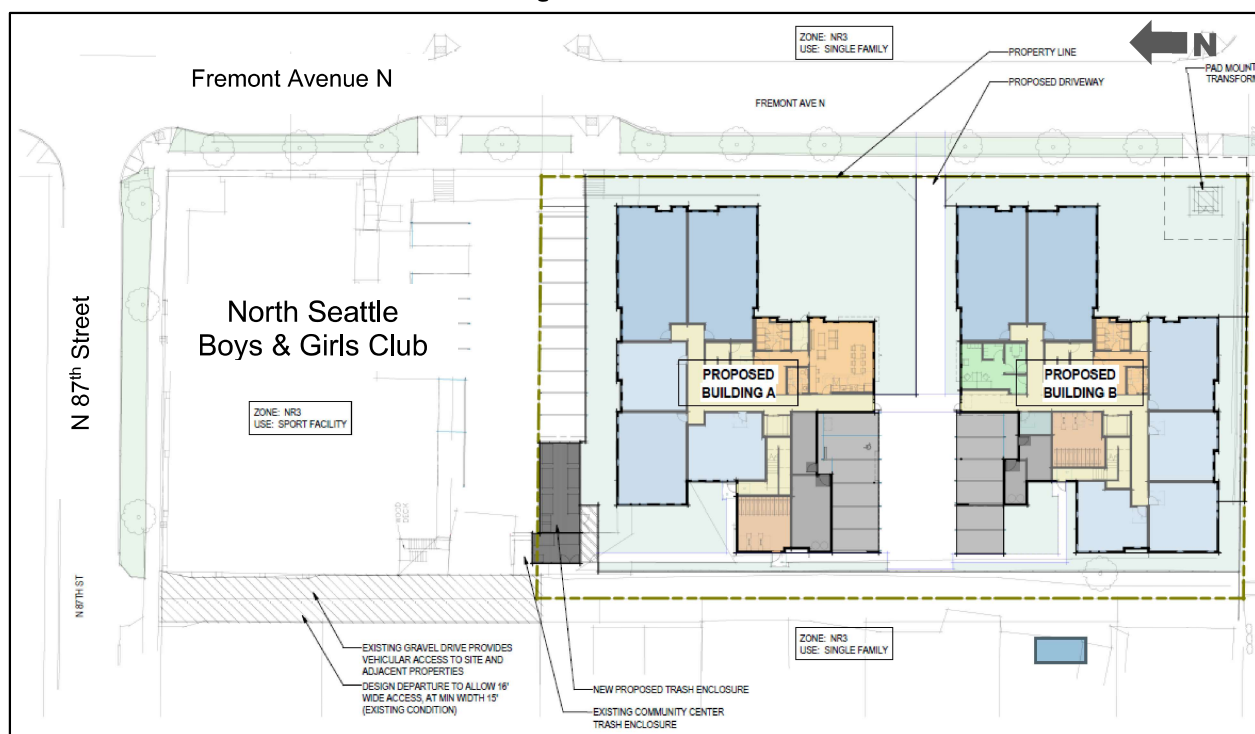
The project would build 53 new affordable housing units on the former playfield for the North Seattle Boy's and Girl's Club. On-site parking is not required; however, the project would include a surface parking lot with 11 vehicle parking spaces that would take access from a new driveway along the middle of the site frontage on Fremont Avenue N. The project would have 54 long-term bike parking spaces within the building and four short-term bike parking spaces along the site frontage. Figure 2 shows the proposed site plan.

Figure 1. Site Location



Source: Google Earth Pro, January 2022.

Figure 2. Site Plan



Source: Encore Architects, June 2024.

1.3. Trip Generation

Trip estimates for the proposed residential project were determined using procedures set forth in the *Trip Generation Handbook*,⁴ and consistent with details as required by SDCI per the *Response to SDCI Correction Notice (9/21/2022) Memorandum*.⁵ Table 1 shows the estimated trip generation for the proposed project. The updated program is estimated to generate the same number of PM peak hour trips, and one less trip during the AM peak hour than the previously-evaluated program.

Table 1. Proposed Project Person Trips by Mode of Travel and Vehicle Trips - **REVISED**

Type of Trip by Mode	% of Trips	Daily	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Walk, Bike, & Other Trips	20%	100	2	7	9	7	3	110
Transit Trips	45%	220	5	15	20	15	8	23
Person Trips by Vehicle	35%	160	4	11	15	11	8	19
Total Person Trips	100%	480	11	33	44	33	19	52
Vehicle Trips		150	4	10	14	10	7	17

Source: Heffron Transportation, Inc., June 2024.

⁴ Institute of Transportation Engineers, *Trip Generation Handbook*, 3rd Edition, September 2017.

⁵ 8601 Fremont Avenue N (SDCI MUP #3036119-LU) – Response to Correction Notice (9/21/2022), Heffron Transportation, Inc., September 29, 2022.

1.4. Parking

The project's parking demand estimate was updated using King County's *Multi-Family Residential Parking Calculator*.⁶

All units were assumed to be designated as affordable housing, with no cost for resident on-site parking. It is estimated the residential parking demand would be 0.50 vehicles per unit, which would result in a peak parking demand of 27 vehicles. The project would provide 11 on-site parking spaces. The project could generate an overspill of 16 vehicles on neighborhood streets during the overnight hours.

2. City Comments and Responses

2.1. Comment from Greg Johnson, SDCI Land Use Planner⁷

Comment 1. *Per Seattle Municipal Code (SMC) 23.31.008.F.2. "Service Capabilities. Development which can reasonably be anticipated based on the proposed development potential shall not exceed the service capacities which can reasonably be anticipated in the area, including:*

- a. **Street access the area;***
- b. **Street capacity in the area;***
- c. **Transit service;***
- d. **Parking capacity;***
- e. **Utility and sewer capacity;***
- f. **Shoreline navigation."***

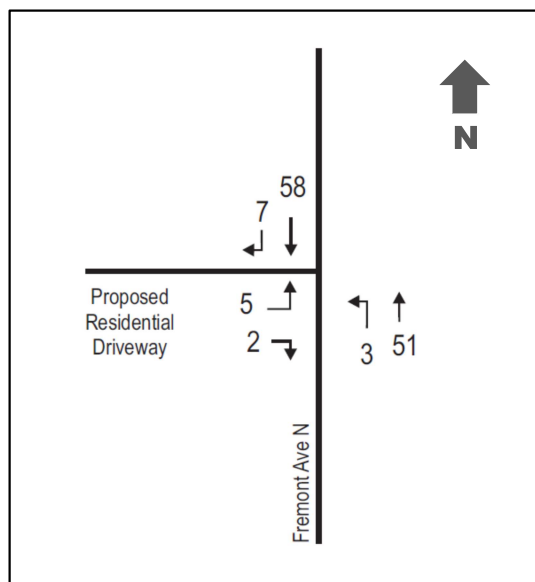
Please provide information for "a" and "d" of this list.

Response for "a": Traffic operations for the proposed site access driveway on Fremont Avenue N were evaluated for the PM peak hour. Traffic counts at the adjacent N 87th Street / Fremont Avenue N intersection, just north of the proposed driveway location, had been performed for the original transportation analysis. The PM peak hour traffic count was conducted by Idax Data Solutions on Tuesday, January 11, 2022 from 4:00 to 6:00 P.M. This traffic count provided vehicle, pedestrian, and bicycle volumes along both N 87th Street and Fremont Avenue N and was deemed adequate to use for this evaluation. The proposed project is estimated to be complete in 2026, so a 2% annual growth rate was applied to the traffic count volumes to estimate 2026 volumes along Fremont Avenue N. The estimated PM peak hour project trips were added to the site driveway to represent with-project conditions as shown on Figure 3. This is a conservative analysis since with the limited on-site parking supply, not all the PM peak hour trips may use this driveway.

⁶ King County Metro, <https://rightsizeparking.org/>, accessed June 2024.

⁷ As relayed to Heffron Transportation, Inc. via phone correspondences (April-May 2024).

Figure 3. Site Access
PM Peak Hour Traffic Volumes



These volumes were used to evaluate the operational levels of service for the proposed residential driveway on Fremont Avenue N, using methodologies established in the *Highway Capacity Manual (HCM)*, 6th Edition.⁸ Levels of service for the driveway intersection during the PM peak hour (time of day with the highest traffic volumes) were determined using the *Synchro 11.1* analysis software. The model reflects the existing roadway geometry, which is assumed to remain unchanged for future 2026 conditions.

The driveway intersection is expected to operate at LOS A during the PM peak hour with the proposed Greenwood Apartments project. This is an excellent level of service. The project would not adversely affect traffic operations along Fremont Avenue N.

Response for “d”: As presented above in *Section 1.4 (Parking)*, the proposed project is estimated to generate a peak parking demand of 27 vehicles. Though not required, the project would provide 11 on-site parking spaces. The project could generate an overspill of 16 vehicles on neighborhood streets during the overnight hours. On-street parking is available intermittently along Fremont Avenue N, N 87th Streets, and N 86th Street near the site. The project would include 58 total bicycle parking spaces to encourage non-vehicle usage. The site is conveniently located near transit service with stops on N 85th Street, Greenwood Avenue N, and Aurora Avenue N less than ½ mile from the site, including a stop for Metro’s RapidRide E-line. These elements could entice future residents to not own a vehicle, and ultimately reduce the estimated number of neighborhood parking overspill.

2.2. Comments from Audrey Spang, SDCI Traffic Reviewer⁹

Comment 1. Please provide a new site plan.

Response: The proposed site plan is shown above as Figure 2. This plan shows the proposed location of the site driveway on Fremont Avenue N.

⁸ Transportation Research Board 2016.

⁹ As relayed to Heffron Transportation, Inc. via phone correspondence (April-May 2024).

**Greenwood Apartments – Affordable Housing
(SDCI #3036071-LU)**

Comment 2. *Please provide site access spacing information and sight distance information for the proposed driveway on Fremont Avenue N.*

Response: The proposed 10-foot-wide driveway would be located about 270 feet south of N 87th Street (west of Fremont Avenue N), about 120 feet south of N 87th Street (east of Fremont Avenue N), and 100 feet north of N 86th Street). The proposed driveway would be located at least 100 feet or more from the nearest intersections.

A sight distance evaluation was completed in the field for the proposed driveway on Fremont Avenue N. The adjacent intersections at N 85th Street to the south, and N 87th Street to the north can be seen from the proposed site driveway location. The intersection sight distance is about 340 feet in both the north and south directions. The stopping sight distance on Fremont Avenue N at the proposed driveway location is over 350 feet from both directions. These measured distances meet the requirements set forth from *Policy on Geometric Design of Highways and Streets* manual.¹⁰ It is noted, vehicles parked along the west side of Fremont Avenue N can limit the sight line for driver's exiting the site. As at other driveways and intersections in the City where on-street parking is provided, vehicles exiting the site driveway may need to pull forward to the edge of the travel lane to gain better visibility if several vehicles are parked along the west side of Fremont Avenue N, both north and south of the driveway. Vegetation along Fremont Avenue N should be maintained to keep visibility clear.

Comment 3. *Please provide the traffic count data that includes pedestrian information, collected in January 2022 for the N 87th Street / Fremont Avenue N intersection.*

Response: The traffic count data collected from Idax Data Solutions on January 11, 2022 is attached.

Attachment: *Traffic Count at N 87th Street / Fremont Avenue N (1/11/2022) – Idax Data Solutions*

MMB/mch

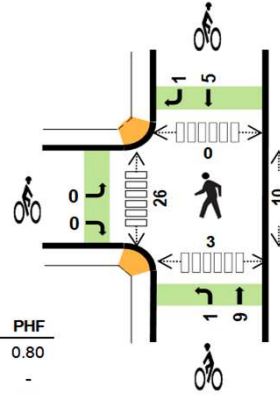
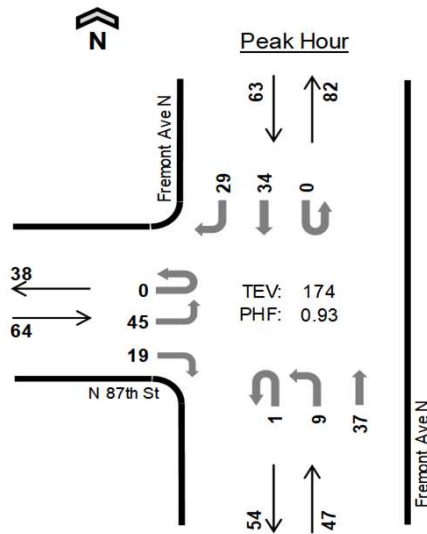
Response Memorandum-8601 Fremont (3036119-LU)-Transportation - July 2024 Final.docx

¹⁰ American Association of State Highway and Transportation Officials (AASHTO), 7th Edition, September 2018.

Fremont Ave N N 87th St



Date: 01/11/2022
Count Period: 4:00 PM to 6:00 PM
Peak Hour: 4:45 PM to 5:45 PM



	HV %:	PHF
EB	0.0%	0.80
WB	-	-
NB	2.1%	0.78
SB	4.8%	0.83
TOTAL	2.3%	0.93

Two-Hour Count Summaries

Interval Start		N 87th St				0				Fremont Ave N				Fremont Ave N				15-min Total	Rolling One Hour
		Eastbound				Westbound				Northbound				Southbound					
		UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
4:00 PM		0	9	0	7	0	0	0	0	0	3	12	0	0	0	12	10	53	0
4:15 PM		0	5	0	6	0	0	0	0	0	2	3	0	0	0	8	7	31	0
4:30 PM		0	7	0	6	0	0	0	0	0	1	6	0	0	0	8	8	36	0
4:45 PM		0	9	0	5	0	0	0	0	0	1	8	0	0	0	10	9	42	162
5:00 PM		0	12	0	3	0	0	0	0	1	2	12	0	0	0	9	6	45	154
5:15 PM		0	9	0	6	0	0	0	0	0	3	10	0	0	0	9	10	47	170
5:30 PM		0	15	0	5	0	0	0	0	0	3	7	0	0	0	6	4	40	174
5:45 PM		0	5	0	4	0	0	0	0	0	3	12	0	0	0	8	5	37	169
Count Total		0	71	0	42	0	0	0	0	1	18	70	0	0	0	70	59	331	0
Peak Hour	All	0	45	0	19	0	0	0	0	1	9	37	0	0	0	34	29	174	0
	HV	0	0	0	0	0	0	0	0	0	0	1	0	0	0	3	0	4	0
	HV%	-	0%	-	0%	-	-	-	-	0%	0%	3%	-	-	-	9%	0%	2%	0

Note: Two-hour count summary volumes include heavy vehicles but exclude bicycles in overall count.

Interval Start	Heavy Vehicle Totals					Bicycles					Pedestrians (Crossing Leg)				
	EB	WB	NB	SB	Total	EB	WB	NB	SB	Total	East	West	North	South	Total
4:00 PM	1	0	1	2	4	0	0	0	3	3	3	21	0	4	28
4:15 PM	0	0	0	0	0	0	0	2	0	2	0	4	0	0	4
4:30 PM	0	0	0	0	0	0	0	2	1	3	0	8	0	0	8
4:45 PM	0	0	0	0	0	0	0	4	3	7	2	6	0	0	8
5:00 PM	0	0	0	2	2	0	0	1	0	1	0	3	0	0	3
5:15 PM	0	0	1	1	2	0	0	2	1	3	4	10	0	0	14
5:30 PM	0	0	0	0	0	0	0	3	2	5	4	7	0	3	14
5:45 PM	0	0	0	0	0	0	0	1	0	1	0	11	0	0	11
Count Total	1	0	2	5	8	0	0	15	10	25	13	70	0	7	90
Peak Hr	0	0	1	3	4	0	0	10	6	16	10	26	0	3	39

Two-Hour Count Summaries - Heavy Vehicles																		
Interval Start	N 87th St				0				Fremont Ave N				Fremont Ave N				15-min Total	Rolling One Hour
	Eastbound				Westbound				Northbound				Southbound					
	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT	UT	LT	TH	RT		
4:00 PM	0	0	0	1	0	0	0	0	0	0	1	0	0	0	2	0	4	0
4:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	2	2
5:15 PM	0	0	0	0	0	0	0	0	0	0	1	0	0	0	1	0	2	4
5:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
5:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4
Count Total	0	0	0	1	0	0	0	0	0	0	2	0	0	0	5	0	8	0
Peak Hour	0	0	0	0	0	0	0	0	0	0	1	0	0	0	3	0	4	0

Two-Hour Count Summaries - Bikes																		
Interval Start	N 87th St				0				Fremont Ave N				Fremont Ave N				15-min Total	Rolling One Hour
	Eastbound				Westbound				Northbound				Southbound					
	LT	TH	RT		LT	TH	RT		LT	TH	RT		LT	TH	RT			
4:00 PM	0	0	0		0	0	0		0	0	0		0	2	1		3	0
4:15 PM	0	0	0		0	0	0		0	2	0		0	0	0		2	0
4:30 PM	0	0	0		0	0	0		0	2	0		0	1	0		3	0
4:45 PM	0	0	0		0	0	0		0	4	0		0	2	1		7	15
5:00 PM	0	0	0		0	0	0		0	1	0		0	0	0		1	13
5:15 PM	0	0	0		0	0	0		1	1	0		0	1	0		3	14
5:30 PM	0	0	0		0	0	0		0	3	0		0	2	0		5	16
5:45 PM	0	0	0		0	0	0		0	1	0		0	0	0		1	10
Count Total	0	0	0		0	0	0		1	14	0		0	8	2		25	0
Peak Hour	0	0	0		0	0	0		1	9	0		0	5	1		16	0

Note: U-Turn volumes for bikes are included in Left-Turn, if any.



March 24, 2022

Jonathan Smith
Bellwether Housing

Dear Jonathan,

Thank you for submitting to SPU the solid waste service plans for the proposed project at **8601 Fremont Ave N.**, subject to review by the Seattle Department of Construction and Inspections (SDCI) as Permit **#3036119-LU**.

SPU has reviewed your solid waste plans and approves the following conditions:

58 Apartments

- An easement exists for Bellwether Housing to store solid waste for the **Boys & Girls Club**. SPU grants a **modification to 23.54.040.E.1**.
- Separate solid waste services, billing, and storage enclosures will be provided.
- A turnaround is provided on the Bellwether parking lot to allow solid waste trucks to access the sites from the alley and turnaround.

Bellwether Residential

- Recycle: 4 - 2yd dumpsters
- Garbage: 3 or 4 – 2yd dumpsters
- Compost: 1 or 2 – 96g carts

Boys & Girls Club - Commercial

- Recycle: 1 – 2yd dumpster
- Garbage: 1 – 2yd dumpster
- Compost: 1 - 96-gal cart

Please work with the assigned SDCI zoning reviewer to adopt this plan. **If the attached drawings differ from the Building Permit drawings, you will need to update your permit application to consistently reflect the contents of this letter or seek re-review and re-approval from SPU Solid Waste Development Review of the new solid waste storage and access plan.**

Sincerely,

A handwritten signature in blue ink that reads "Angela Wallis".

Angela Wallis
Development Review Lead
Seattle Public Utilities Solid Waste
angela.wallis@seattle.gov
206-300-8295





APPLICABILITY

This checklist supports Seattle Public Utilities (SPU) and Seattle Department of Construction and Inspections (SDCI) review of planned solid waste storage and access as required under **Land Use Seattle Municipal Code (SMC) 23.54.040** and **Solid Waste SMC 21.36.080**. The checklist is required for projects that:

- Are multifamily, townhouse/rowhouse, Live-Work or mixed-use developments, with 5 or more units; or
- Are new commercial or industrial buildings with a gross floor area of 5,000 square feet or greater, or existing commercial or industrial buildings adding 5,000 square feet or more; or
- Seek a modification from any requirements per [SMC 23.54.040](#); or
- Include compactors; or
- Do not have a curb cut; or
- Plan to stage containers (carts or dumpsters) for collection in the public right-of-way – alleys, streets, or planting strips.

1. APPLICANT INFORMATION

- a. Name Blair Stone
- b. Email blairs@encorearchitects.com
- c. Phone number 206-290-1758

2. PROJECT DETAILS

- a. SDCI permit # 30360-71 EG
- b. Project address 8601 Fremont Avenue North
- c. Project is: ☐ Mixed-use ☒ Residential ☐ Commercial ☐ Industrial
- d. Project is: ☒ New construction ☐ Redevelopment
- e. Commercial or industrial square footage n/a
- f. Number of live-work units n/a

*For live-work solid waste guidance, visit <http://www.seattle.gov/utilities/construction-resources/collection-and-disposal/storage-and-access>

- g. Number of hotel keys _____
- h. Total number of residential units 58 (number should be equal to 1+ 2+ 3 below)
 - i. Number of SEDUs _____
 - ii. Number of apartment units 58
 - iii. Number of townhouse or rowhouse units _____
 - Planning ULS or Short-Plat? ☒ Yes ☐ No
- i. Providing parking? ☒ Yes ☐ No
- j. Providing curb cut? ☐ Yes ☒ No
- k. ☐ No alley ☐ Alley will remain unimproved

3. SOLID WASTE STORAGE AREAS

- a. What is the SMC 23.54.040 **code requirement** for square footage of your solid waste storage area?
 - Residential: 407 sf
 - Commercial: _____
 - Total: 407 SF

- b. Is project implementing code permitted reductions? ☐ Yes ☒ No
 i. If yes, which code permitted reductions will the project implement?
☐ SMC 23.54.040.B ☐ SMC 23.54.040.C
- c. What is the **proposed** square footage (from finish) of your solid waste storage area? 407 sf

If your proposed storage area does *not* meet code, please describe how the project meets modification criteria in **SMC 23.54.040.I**:

- d. Will the new or remodeled building displace solid waste storage, staging, or collection location for any other building? ☐ Yes ☒ No
 i. If yes, please explain the impacts. Include your plans for coordinating solid waste needs with the adjacent building(s).

4. SOLID WASTE CONTAINERS

Complete the table:

SOLID WASTE CONTAINERS				
<ul style="list-style-type: none"> Buildings with 75+ units should strongly consider compaction for garbage & recycle. Multifamily & commercial uses can share garbage containers if adequate capacity is provided for both. Recycle and compost services <i>cannot</i> be shared between multifamily & commercial uses. Townhouses/Rowhouses can share all services if an <u>HOA & shared meter</u> are implemented for SPU billing purposes. Townhouses/Rowhouses with 7 or fewer units can share recycle and compost if <u>CC&Rs</u> are implemented to address SPU billing for the shared compost service. Garbage <i>cannot</i> be shared with this structure. 				
	Number of containers	Container Volumes (96g, 2CY, 3CY, 4CY, or roll-off dumpster). <u>Indicate if material will be compacted*</u>	Pick-up Frequency (Plan for 1x/wk pick-up for all services)	Total cubic yards/wk or gallons/wk (# of containers X size X # pick up days) <u>*Compaction offers 3x the volume</u>
RESIDENTIAL CONTAINERS Apartment Recycle = 1.5 cubic yards/10 units/wk Apartment Garbage = 1 cubic yard/10 units/wk SEDUs/Congregate Units Recycle and Garbage = 1 cubic yard/10 units (or bedrooms)/wk				
Residential RECYCLE	3	2CY	2	6CY/week
Residential GARBAGE	3	2CY	2	6CY/week
Residential COMPOST	2	96g	1	192g/week
COMMERCIAL CONTAINERS Container sizes and service frequency vary by use				
Commercial RECYCLE				
Commercial GARBAGE				
Commercial COMPOST				

5. SOLID WASTE STAGING & COLLECTION

Requirements for ALL dumpsters:

Check all that apply.

- a. ☐ A curb cut is or will be located on the property or within 150' to move dumpsters to the street per **SMC 23.54.040.J**
- b. ☐ Dumpsters are planned to be staged in alley directly behind property.
- c. ☒ 24' of overhead clearance for front-load service.
- d. ☐ 14' of overhead clearance to service rear-load or roll-off dumpsters.
- e. ☒ Alley is asphalt or is planned to be asphalt.

Describe the **staging and collection location**. Indicate street name, alley, or on-site. If staging is planned in the right-of-way, the location must be agreed upon by applicant, SPU Solid Waste, and SDOT and should be in front of or behind the property.

~~Staging and collection will be adjacent to private access easement with entrance from N 87th St.~~

Requirements for containers 2 cubic yards or smaller, uncompacted materials:

Check all that apply.

- a. ☒ Containers will be accessed by the driver from an enclosure or room within 25' of the truck (for 2 CY and smaller containers only; no containers with compacted material; access fees apply for this service).
- b. ☐ Distance between container storage location and truck is greater than 25' but less than 50' (for 2 CY and smaller containers only; no containers with compacted material; Additional pick-up fees will apply to move containers for servicing. Driver will move containers a maximum of 50' per **SMC 23.54.040.F.1.a**).
- c. ☐ Existing grade of collection and staging areas are equal to or less than 6% (requirement per **SMC 23.54.040.F.1.c**).
- d. ☒ Alley must remain passable with a minimum of 10' width to stage dumpsters (per **SMC 23.54.040.F.1.d**)

Requirements for dumpsters larger than 2 cubic yards, or dumpsters with compacted materials:

Confirm project complies with the below requirements by checking the box next to each item.

- a. ☐ Dumpsters will be brought by management to the alley or street for staging and direct access for SPU drivers *direct access required per SMC 23.54.040.F.2.a*.
- b. ☐ Staging area is level (<2% grade; *dumpsters must be staged on the nearest reasonable level area for collection per Solid Waste Code 21.36.080.A.4*).
- c. ☐ 10' wide drive aisle will remain when dumpsters are staged for collection.
- d. ☐ 2' of space around all sides of a compactor to allow adequate access, or space as required by manufacturer/building maintenance.

Requirements for roll-off dumpsters (uncompacted or compacted):

Confirm project complies with the below requirements by checking the box next to each item.

- a. ☐ A minimum of 14' overhead clearance is required to service dumpsters on-site.
- b. ☐ The site plans must demonstrate the truck can access the roll-off dumpster without obstruction when backing into a loading dock. Please include AutoTurn plans ([see specifications for SPU contractor trucks](#)).

6. TOWNHHOUSES and ROWHOUSES

- a. ☐ Developments with 7 or more dwelling units should plan fully shared or hybrid shared solid waste services (dumpsters or carts) to provide efficient collection services and avoid crowded planting strips. For fully shared services, an HOA and a shared water, fire, and/or

irrigation meter is required to set up shared service for SPU billing purposes. For hybrid shared services, CC&Rs are required for SPU billing purposes to set up the shared compost and recycle.

- b. ☐ Demonstrate on the landscape and site plan how carts will be staged for service such that direct access is provided to each container for the Contractor (**Solid Waste Code 21.36.080.A.5**).
- c. ☐ Demonstrate that cart staging is possible within the constraints of planting strip green factor improvements, required street trees, short-term bike parking locations, or other public right-of-way features.
- d. ☐ Individual storage areas for solid waste carts should consider at least **3' x 6'** to accommodate the 96g recycling cart (35"D x 29" W).

7. REQUIREMENTS FOR ARCHITECTURAL PLANS

Please show the following on your plans:

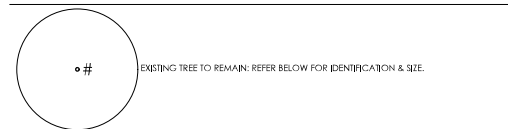
- a. ☒ Plans submitted must include the number and sizes of containers per **SMC 23.54.040.H**.
 - Uncompacted dumpster dimensions can be found [here](#).
 - Dumpsters with compacted materials are purchased from private companies and may vary in their dimensions. SPU does not provide dumpsters for compacted materials.
- b. ☒ All containers and compactor unit locations and positions in the solid waste room or enclosure. *Please note: all three waste streams should be co-located if they are directly accessed by residents and/or commercial tenants for improved waste diversion.*
- c. ☒ 2' of space between every dumpster (for maneuverability)
- d. ☒ 4' of space between dumpsters that face each other (when lids open toward each other), to allow residents to open lids and deposit materials and for maneuverability.
- e. ☒ 6" of space between every dumpster and wall (for maneuverability)
- f. ☐ On-floor solid waste rooms include space for one, 32g food waste container.
- g. ☒ Access door/opening to the primary solid waste room or enclosure is a minimum of **6'** wide for maneuverability and damage prevention.
- h. ☐ Paths and corridors through which dumpsters are transported are a minimum of **6'** wide for maneuverability and prevention of damage.
- i. ☒ Exterior staging area(s) dimensions (refer to **SMC 23.54.040.H** for requirements; demonstrate that enough space is planned to service all containers - service days may differ for each waste stream).
- j. ☒ Grade at staging and collection location(s).
- k. ☒ Staging area(s) for dumpsters is paved or concrete.

8. ATTACHMENTS

- a. SDCI Correction Letter
- b. Detailed site plan that shows solid waste storage, staging, and collection locations (*required per SMC 23.54.040.H*).
- c. One-page detail of the solid waste room or enclosure, including container and room dimensions.
- d. For townhouses and rowhouses - a detailed landscape plan which includes required and new street trees and any other elements being proposed in the right-of-way.

Please submit your Checklist with attachments to: SPU_SolidWastePlanReview@seattle.gov

SIGNIFICANT TREES



TREE #	SPECIES / COMMON NAME	DBH	EXCEPTIONAL STATUS
1	CLADASTRIS KENTUEKA / YELLOWWOOD	8	NO
2	CLADASTRIS KENTUEKA / YELLOWWOOD	7	NO
3	CLADASTRIS KENTUEKA / YELLOWWOOD	7	NO
4	CLADASTRIS KENTUEKA / YELLOWWOOD	7	NO
5	CLADASTRIS KENTUEKA / YELLOWWOOD	7	NO
6	CLADASTRIS KENTUEKA / YELLOWWOOD	7	NO
7	DECIDUOUS TREE	8", 8", 8", 10", 10"	NO

LANDSCAPE NOTES:

- PROJECT MEETS 0.40 SEATTLE GREEN FACTOR SCORE.
- ALL PROPOSED PLANTING AREAS SHALL BE WATERED FOR PLANT ESTABLISHMENT, WITH EXCEPTION OF MULCH BEDS AT EXISTING TREES.
- SEE COS STD PLANS 100 SERIES FOR ADDITIONAL PLANTING REQUIREMENTS AND DETAILS.

ON-GRADE TOPSOIL:

- TOPSOIL: TWO-WAY MIX, AVAILABLE AT CEDAR GROVE COMPOSTING, MAPLE VALLEY, WA, (877) 744-5748, OR APPROVED EQUAL.
- PREPARATION: LOOSEN SUBGRADE SOIL TO MINIMUM DEPTH OF 8 INCHES W/CULT/MULCHER OR SIMILAR EQUIPMENT, EXCEPT WHERE TILING WOULD CAUSE EXTENSIVE DAMAGE TO EXISTING TREE ROOTS. REMOVE STONES, GRAVEL, STICKS, ETC.
- PLACEMENT: TOPSOIL MINIMUM DEPTH 8" SPREAD APPROX. 1/2 THE THICKNESS OF PLANTING SOIL MIX OVER LOOSENED SUBGRADE. MIX THOROUGHLY INTO TOP 4-INCHES OF SUBGRADE. SPREAD REMAINDER TO MEET REQUIRED GRADES. HOLD 3" BELOW ADJACENT PAVED WALKS, CURBS, AND PLANTER WALLS.

BIORETENTION SOILS:

- REF CIVIL DWGS.

MULCH:

- BARK MULCH: PACIFIC GARDEN MULCH, CEDAR GROVE COMPOST, OR APPROVED EQUAL AND SHALL BE NO LESS THAN 2 OR MORE THAN 4 YEARS OLD. 4" DEPTH

MATERIALS LIST - STREET LEVEL



THROUGH JOINT

ALIGN



BOLLARD PATH LIGHT

BIKE RACK



BOLLARD PATH LIGHT

PEDESTRIAN POLE LIGHT, 10-12 HT.

MULCH

4" DEPTH

PLANT SCHEDULE (PLANTS TO BE CHOSEN FROM THIS LIST)

EXISTING TREES

REF. SIGNIFICANT TREE TABLE, THIS SHEET

MID/LRG TREES

SMALL/LRG TREES

SMALL TREES

SHRUBS

HEDGE

BOTANICAL NAME

COMMON NAME

SIZE

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March 17, 2023

Susan Boyd
Chief Executive Officer
Bellwether Housing
433 Minor Ave N
Seattle, WA 98109

Dear Ms. Boyd,

I am pleased to inform you that the Office of Housing has approved Bellwether Greenwood project, located at 8601 Block Fremont Ave N for conditional funding **up to \$7,000,000** for a loan for the development of your project. This amount is subject to change based on final project costs. If there are decreases in development costs or increases in other projected sources such as tax credit equity, OH and other public funders explicitly reserve the right to decrease the final subsidy award to the minimum level needed.

The projected sources of OH capital funding are Levy and other local funds.*

This letter will serve as an award of funds, subject to:

1. the conditions outlined below;
2. approval of the final Project development budget;
3. the 2016 Housing Levy Administrative and Financial Plan;
4. the NOFA (Notice of Funding Availability) dated July 2022;
5. the income and affordability levels in the attached Multi-Family Lending Term Sheet; and
6. additional OH requirements as requested prior to closing.

This letter does not cover all federal, state and local requirements, or all the terms that will be included in loan documents including legal rights and obligations.

Please read this letter carefully and return a signed copy of the Acknowledgement at the bottom to your OH Project Manager, Olin Johansen.

**Sources are subject to change.*

FUNDING CONDITIONS

The City's reservation of funds is based upon representations made in your NOFA application. Changes to those representations must be reported as specified in Section II: Reporting, and approved by OH in writing. Unreported changes may result in a delay of closing and/or a loss of City funding. These requirements are designed to ensure productive communication between the Borrower and the City regarding Project status prior to closing. You are encouraged to visit <http://www.seattle.gov/housing/housing-developers/rental-housing-program> for further information on the City's funding process.

I. Timeline and Budget

A. Timeline

Disbursement of City loan funds is conditioned upon the Borrower meeting the development timeline below.

<u>Task</u>	<u>Completion Date</u>
• All other Project financing secured	06/01/2024
• First written report to OH due	30 days from date of this letter
• Building permit issued	11/30/2024
• Construction started	12/31/2024

B. Development Budget Sources

<u>Source</u>	<u>Amount</u>
City of Seattle Office of Housing	\$7,000,000
Tax Exempt Bonds	\$6,423,885
4% LIHTC Equity (proposed)	\$12,479,210
Deferred Developer Fee (proposed)	\$1,428,228
King County	\$250,000
Total	\$28,541,773

C. Operating and Services Budget

Total Annual Operating Expenses	\$420,251 <i>proposed in year 1</i>
Annual Per-unit Operating Expenses	\$7,246
Total Annual Service Expenses	N/A
Annual Per Unit Service Expenses	N/A
Annual Replacement Reserve deposit	\$350 per unit with 3% inflation factor
Annual Operating Reserve requirement	N/A

II. Reporting Requirements

A. Budget Updates

Borrower shall submit the most current version of the development budget and operating pro forma to the Office of Housing, King County, and Washington State at each of the following milestones. Each submission shall be clearly dated and provide a narrative explanation of changes.

1. Thirty days after Borrower's receipt of this letter.
2. At the time of any application to a potential Project funder for capital, equity, operating or rental assistance, and/or service funds.
3. Each time there is a proposed change to the development budget or operating budget of more than 1%.
4. No less than quarterly, and upon OH request.

B. Status Reports

Borrower shall submit an email status report when changes to the Project cause the proposal to differ from the NOFA application or previous Status Reports. Reports must explain any problems or needed modifications, and propose a plan for addressing them. Items in the status reports include the following:

- Status of architectural and engineering work including explanation of any pending or proposed modification to the design submitted in the NOFA application
- Status of Master Use Permit and Building Permit
- Status of relocation activities, if applicable
- Status of ongoing neighborhood notification activities and good neighbor activities
- Progress in meeting the Project Timeline
- Copies of all documents relevant to the amount and conditions of this award
- Status of environmental review, including copies of SEPA/NEPA determination of non-significance. City funding is contingent upon this determination
- The final Closing Schedule, when available
- The Tenant Rent-Up Plan, if applicable
- A draft RFP which includes the OH Term Sheet soliciting investors as well as LOI's received from potential investors
- All documents related to the limited partnership or limited liability corporation formed for the purpose of raising equity funds through the sale of federal low-income housing tax credits, including a draft limited partnership or limited liability corporation agreement
- A detailed syndication pro forma from the tax credit investor showing all financial sources and uses, shall include the schedule of tax benefits, tax credits and other deductions, as well as a schedule of equity pay-ins

C. Pre-Closing Report

Upon receipt of general contractor bids and not less than 10 days prior to closing, Borrower must submit the following to OH. At that time OH will make a determination of the final loan amount.

1. A summary of contractor bids noting the winner and an explanation of the selection
2. The final Project development budget
3. The most current operating pro forma
4. The unexecuted construction contract with all exhibits

D. Construction Schedule and Subcontractor Bid Summary

Upon closing, the developer shall submit the construction schedule showing the expected start dates of each trade and a summary of all completed subcontractor bids and selections.

III. Bidding and Contracting Requirements

Borrower shall submit proposed competitive selection processes, contract type and project delivery method as soon as possible and not less than 15 business days prior to commencing a solicitation process and receive OH approval prior to implementation.

A. General Contractor Selection

Borrower must competitively select the Project's general contractor, third party construction management services, and subcontractors. If your project is receiving federal funding Borrower shall comply with Section 3 hiring and contracting practices for both construction and non-construction activities. OH, at its discretion, may waive the requirement to competitively select the general contractor provided Borrower can provide sufficient information that a competitive construction price will be achieved with the selected contractor. If a selected general contractor is not able meet the approved construction budget OH may require a new bidding process prior to the OH loan closing.

B. Subcontractor Selection

Borrower must require the general contractor to solicit a minimum of three subcontractors for competitive bids/proposals for each subcontract over \$25,000. Subcontracts shall be awarded based on the lowest responsive and responsible bid.

C. Contracting Practices

Borrower must comply with the City's Fair Contracting Practices ordinance. Borrower and its general contractors shall be encouraged to take actions, consistent with the ordinance that would increase opportunities for women and minority business enterprises (WMBEs). A combined WMBE voluntary goal of 14% of the total construction and other contracted services contracts shall apply to this Project. Borrower shall report periodically on WMBE contracting outcomes. If project funding includes federal funds, Borrower shall comply with Section 3 hiring and contracting practices regarding economic opportunities for low-income persons (24 CFR 135).

D. Wages

Borrower shall require all general contractors and subcontractors to adhere to current OH policies. As of December 2018, this policy requires contractors to pay, at a minimum, State Residential Prevailing Wages for all residential construction activities on the Project. Borrower and its contractors are required to follow the City of Seattle Office of Housing Residential Prevailing Wage Rate policy attached.

IV. Other Requirements and Conditions

A. Community Relations Plan

Borrower shall finalize the draft Community Relations Plan (dated August 2018). Borrower shall implement the Plan throughout the development and operation of the Project. Borrower shall keep OH informed of the status of community relations, and, in particular, of any issues or concerns raised by neighbors or community organizations.

B. Evergreen Sustainable Development Standard

Borrower shall ensure that development meets the Evergreen Sustainable Development Standard.

C. Federal Requirements

If project funding includes federal funds, Borrower shall comply with all applicable federal laws and regulations including but not limited to: NEPA review requirements, federal Displacement, Relocation and Acquisition requirements, Davis Bacon prevailing wage requirements, and Section 3 compliance and reporting.

D. Term Sheet

Please review the attached Multi-Family Lending Term Sheet. OH requires that this term sheet be included in any solicitation for project financing including Requests for Proposals to LIHTC investors and private lenders. Borrower shall provide final drafts of LIHTC investor Letters of Interest (LOI's) prior to execution for OH review.

Your OH Project Manager during the development of Bellwether Greenwood is Olin Johansen. If you have questions regarding any of the enclosed materials, please contact Olin at (206) 386-4370 or olin.johansen@seattle.gov.

Sincerely,



Maiko Winkler-Chin
Office of Housing Director

Enc: Multi-Family Lending Term Sheet
OH Residential Prevailing Wage Policy

Acknowledgement of Funding Conditions

I, Susan Boyd, Chief Executive Officer of Bellwether Housing, acknowledge that I have read and understand the above funding conditions.

ORIGINAL SIGNATURE OF AUTHORIZED OFFICIAL

Signature: 
Susan Boyd (Jun 26, 2023 10:41 PDT)

Title: Chief Executive Officer

Name: Susan Boyd

Date: 4/28/2023

Organization: Bellwether Housing

Bellwether Greenwood Reservation Letter






3.17.2023

Final Audit Report

2023-06-26

Created:	2023-06-26
By:	Nicholas Maue (nmaue@bellwetherhousing.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhliLzVmtFvLj034ma0DyTujW8G3xuCU4

"Bellwether Greenwood Reservation Letter 3.17.2023" History

-  Document created by Nicholas Maue (nmaue@bellwetherhousing.org)
2023-06-26 - 5:24:24 PM GMT
-  Document emailed to Susan Boyd (sboyd@bellwetherhousing.org) for signature
2023-06-26 - 5:24:49 PM GMT
-  Email viewed by Susan Boyd (sboyd@bellwetherhousing.org)
2023-06-26 - 5:40:14 PM GMT
-  Document e-signed by Susan Boyd (sboyd@bellwetherhousing.org)
Signature Date: 2023-06-26 - 5:41:01 PM GMT - Time Source: server
-  Agreement completed.
2023-06-26 - 5:41:01 PM GMT



Low-Income Housing Checklist: Instructions

The City of Seattle has a streamlined process for permitting publicly funded low-income housing. Seattle Department of Construction and Inspections (SDCI) prioritizes developments that meet “low-income housing” criteria to expedite the permit reviews for those projects.

To receive priority permitting status for low-income housing, the following criteria must be met:

- Proposed development includes construction or rehabilitation of residential structure(s) to provide **low-income housing**.
- An application for **public funding** for the **capital costs of constructing or rehabilitating the low-income housing** has been or will be submitted.
- Public funding for capital costs of construction is awarded before SDCI issues the first building permit that includes the structural frame for each structure. Loans for land acquisition do not qualify. The public funding must be conditioned on one or more **regulatory agreements, covenants, or other legal instruments**, enforceable by The City of Seattle, King County, State of Washington, Washington State Housing Finance Commission, or other public agency, if approved by the Director of Housing, being executed and recorded on the title of the property that includes the low-income housing and such legal instruments either:
 - For a minimum period of 40 years, require **rental** of at least 40 percent of the dwelling units, small efficiency dwelling units, or congregate residence sleeping rooms as restricted units with rent and income limits no higher than **60 percent of median income**; or
 - For a minimum period of 50 years, require at least 40 percent of the dwelling units as restricted units sold to **buyers** with incomes no higher than **80 percent of median income** at prices (initial sale and resale) to allow modest growth in homeowner equity while maintaining long-term affordability for income-eligible buyers, all as determined by the Director of Housing.

Next steps:

1. To get your project flagged with Priority 2 permitting status, email a completed checklist to [Laura Hewitt Walker](#) at the Office of Housing before your pre-submittal conference.
2. As soon as you have a public funding award letter *and* term sheet for your project, update your checklist and email it with .pdfs of *both of those documents* to the Office of Housing and the assigned SDCI zoning reviewer.
3. Prior to building permit issuance, a final checklist, approved/signed by both SDCI and OH, must be embedded in the Plan Set for the project.

Your project could be delayed if you fail to provide documentation of a public funding award consistent with “low-income housing” requirements as outlined above prior to when building permit(s) are ready for issuance.

Low-Income Housing Checklist

Date: 9/3/24

Permit numbers: 3036119-LU

Project name: Bellwether Greenwood

Project address: 8601 Fremont Avenue North, Seattle, WA 98103

Legal name of property owner: Bellwether Housing

Sponsor/Developer: Bellwether Housing

Who should City staff contact if they have questions? Name: Jonathan Smith

Phone: 206-588-4798 Email: josmith@bellwetherhousing.org

Tenure of proposed project: ☒ Renter-occupied ☐ Owner-occupied

The project will meet the definition of permanent supportive housing ([SMC 23.84A.030](#))

Yes ☐ No ☒

The property on which the project is being developed is owned or controlled by religious organization ([SMC 23.42.055](#)) Yes ☐ No ☒

Project description:

Two 3-story apartment buildings, providing affordable housing for low-income, workforce residents.

Total number of units in project by affordability limit (i.e., percentage of area median income)

Affordability	# Units
<= 30% of AMI units	
<= 40% of AMI units	
<= 50% of AMI units	38
<= 60% of AMI units	15
<= 70% of AMI units	
<= 80% of AMI units	
Unrestricted units	
TOTAL UNITS	

Status of public funding for the project

- ☐ Intend to apply for public funding for capital costs of construction.

Identify the public funder(s) and their application deadline(s):

- ☐ Application for public funding for capital costs of construction has been submitted and decision is pending. Identify the public funder(s) and their anticipated decision date(s):
-

- ☒ Public funding has been awarded. **Your checklist cannot be finalized until you provide .pdfs of the signed public funding award letter(s) and term sheet(s). The public funding must be permanent funding for capital construction costs, not land acquisition. If you have not yet secured permanent public funding, complete one of the status sections above instead.**

Identify the public funder(s): City of Seattle's Office of Housing

Date(s) of public funding award notice(s): 3/17/23

Status of regulatory agreement that satisfies the "low-income housing" criteria:

- ☐ Regulatory agreement will be executed and recorded at the financial closing

Anticipated financial closing timeline: _____

Grantee (e.g., City of Seattle; Washington State Department of Commerce):

Minimum term (# of years): _____

Project information, including # of housing units by AMI limit, matches the terms of the pending agreement and Plan Set: ☐ Yes ☐ No

- ☐ Regulatory agreement has been executed and recorded

14-digit recording number: _____

Grantee (e.g., City of Seattle; Washington State Department of Commerce):

Minimum term (# of years): _____

Project information, including # of housing units by AMI limit, matches the terms of the executed/recorded agreement and Plan Set: ☐ Yes ☐ No

Comments (optional):

[City Staff determination on following page]

FOR CITY STAFF USE ONLY

Permit record #s: _____

- ☒ PRELIMINARY low-income housing checklist (*temporary pending Final checklist*)
- ☐ FINAL low-income housing checklist to embed in Plan Set (*due prior to Building Permit issuance*)

Office of Housing staff reviewer: _____

Date of review: _____

SDCI staff reviewer: _____

Date of review: _____



3036119-LU: Rezone Hearing

Photo by John Skelton



Seattle Department of
Construction & Inspections

Seattle Hearing Examiner
Greg Johnson | January 14, 2025

Adjacent Uses

On a neighborhood Green way along Fremont Ave N, the project site is mostly surrounded by residential uses, both single family and increasingly more multifamily. Situated directly across from the Greenwood Boys and Girls Club and centered between the commercial streets of Greenwood Ave and Aurora Ave, the project is well suited to transition the neighborhood between single family homes and more commercial uses.

Legend

Residential (single-family & multi-family)	
Mixed-Use	
Commercial	
Public	
Medical	
Community / Religious	
Education / Institutional	
Park/Open Space	



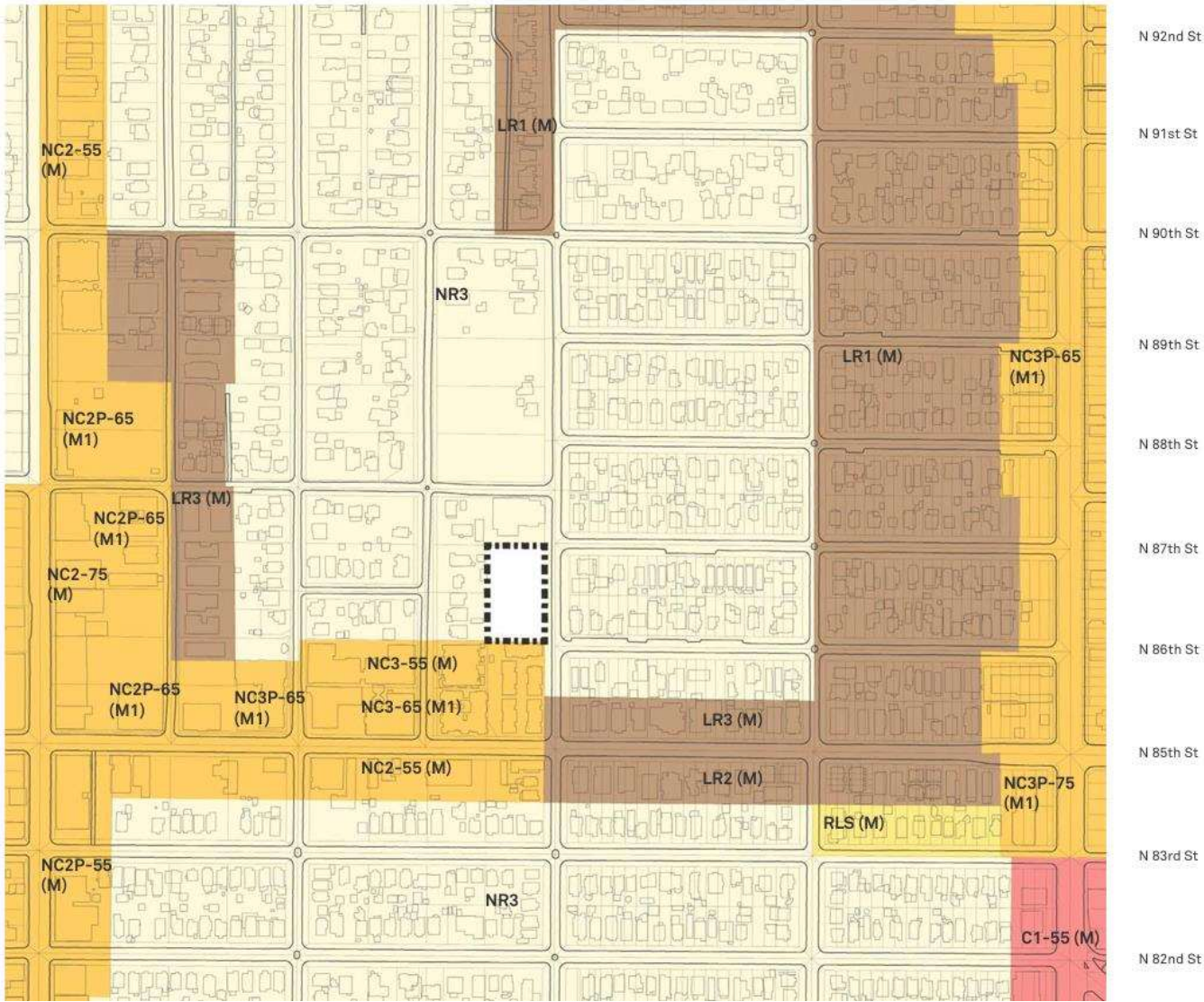
Site

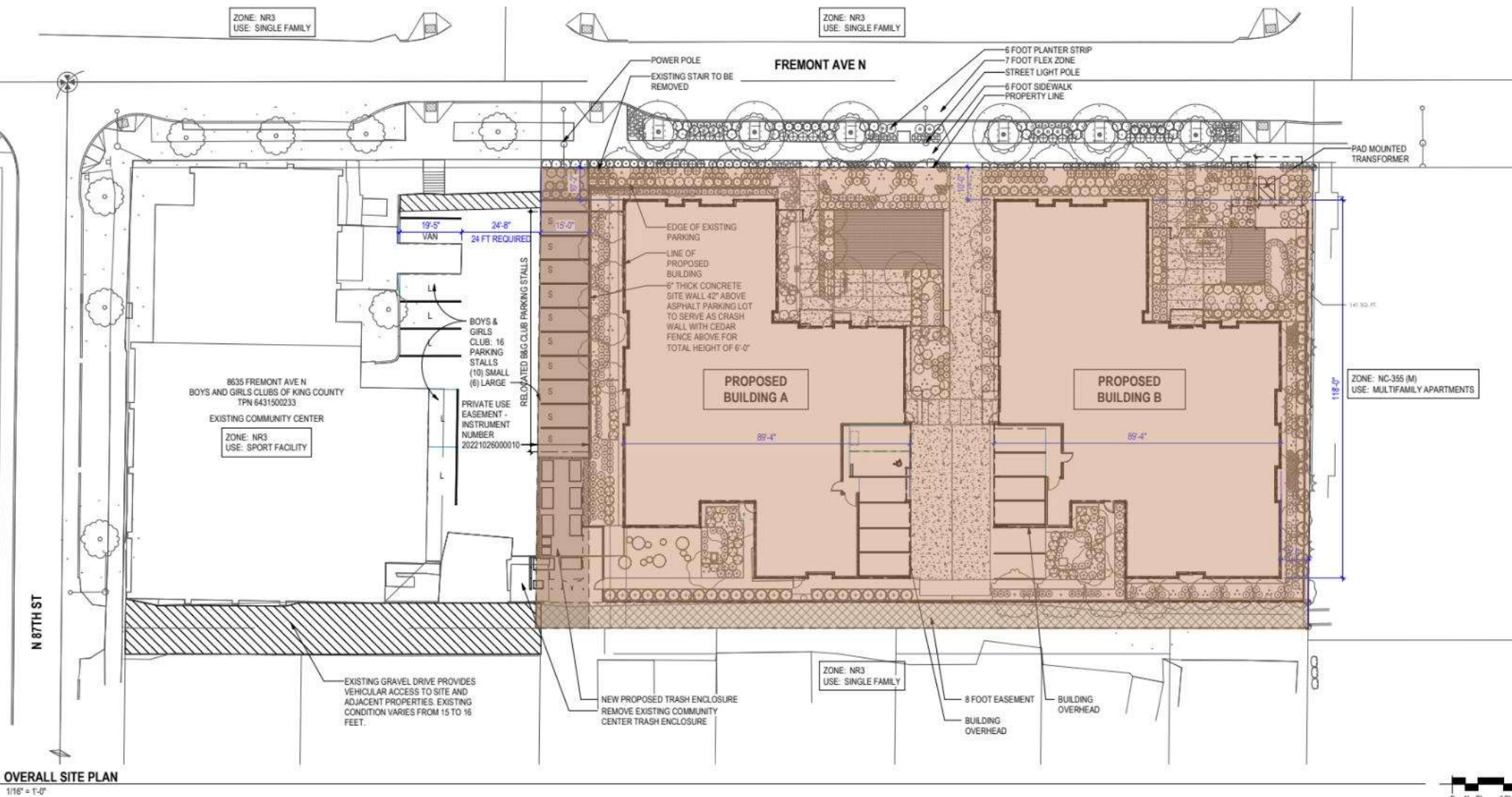


Zoning Map

Zoning Legend

Single Family	
Residential Small Lot	
Lowrise Multi-Family	
Neighborhood Commercial	
Commercial	





RECOMMENDED CONDITIONS

Prior to Issuance of a Master Use Permit

1. The rezone includes a Mandatory Housing Affordability designation of M1. (P)
2. Development of the rezoned property shall be subject to the requirements of SMC 23.58B and/or 23.58C. The PUDA shall specify the payment and performance calculation amounts for purposes of applying Chapter 23.58B and or 23.58C. (P)

Prior to Issuance of a Building Permit

3. Plans shall be in substantial conformance with the approved plans for Master Use Permit number 3036119-LU. (P)

QUESTIONS?

Greg Johnson

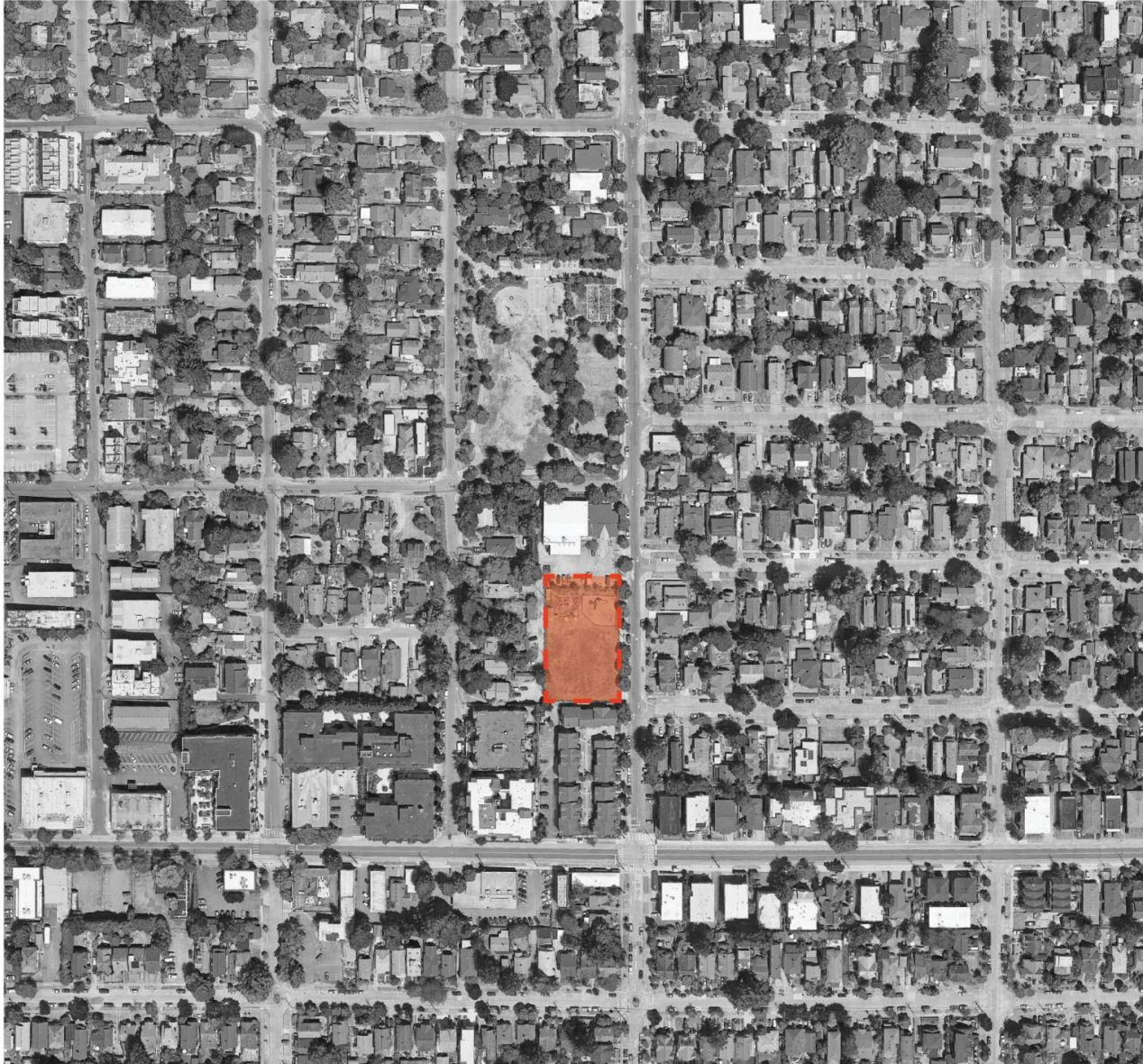
Senior Land Use Planner

Greg.Johnson@seattle.gov

206-727-8736

www.seattle.gov/sdci





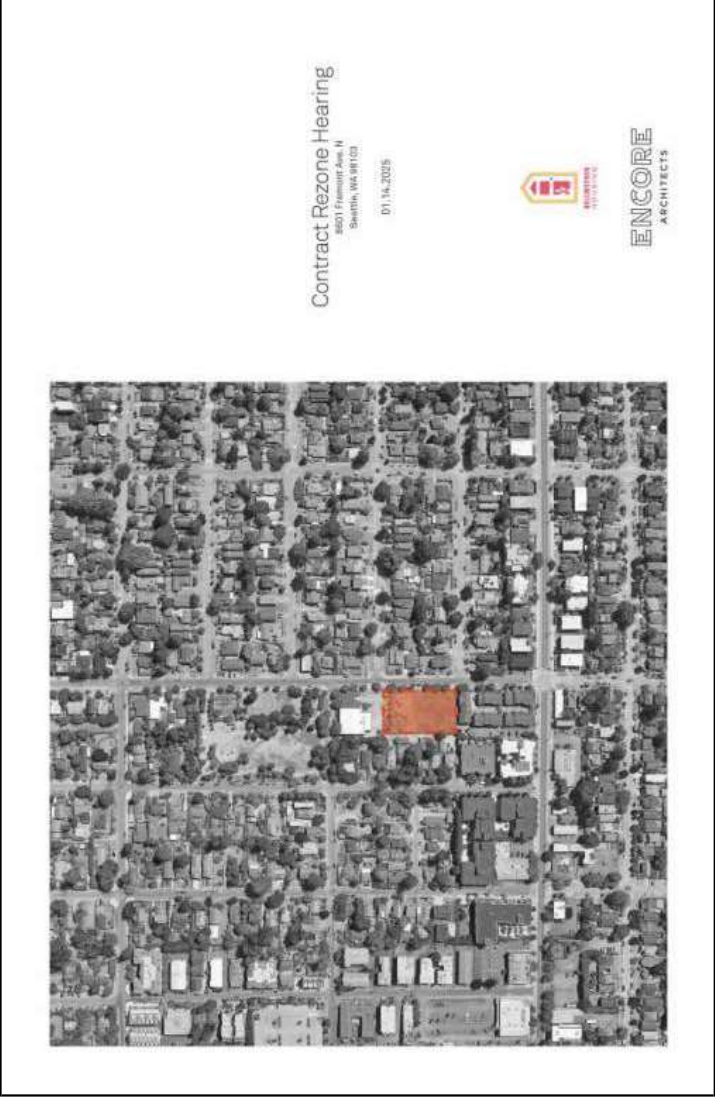
Contract Rezone Hearing

8601 Fremont Ave. N
Seattle, WA 98103

01.14.2025



ENCORE
ARCHITECTS



Blair Stone with Encore Architects
Principal on this project
WA state licensed architect
35 years of experience
1st contract rezone

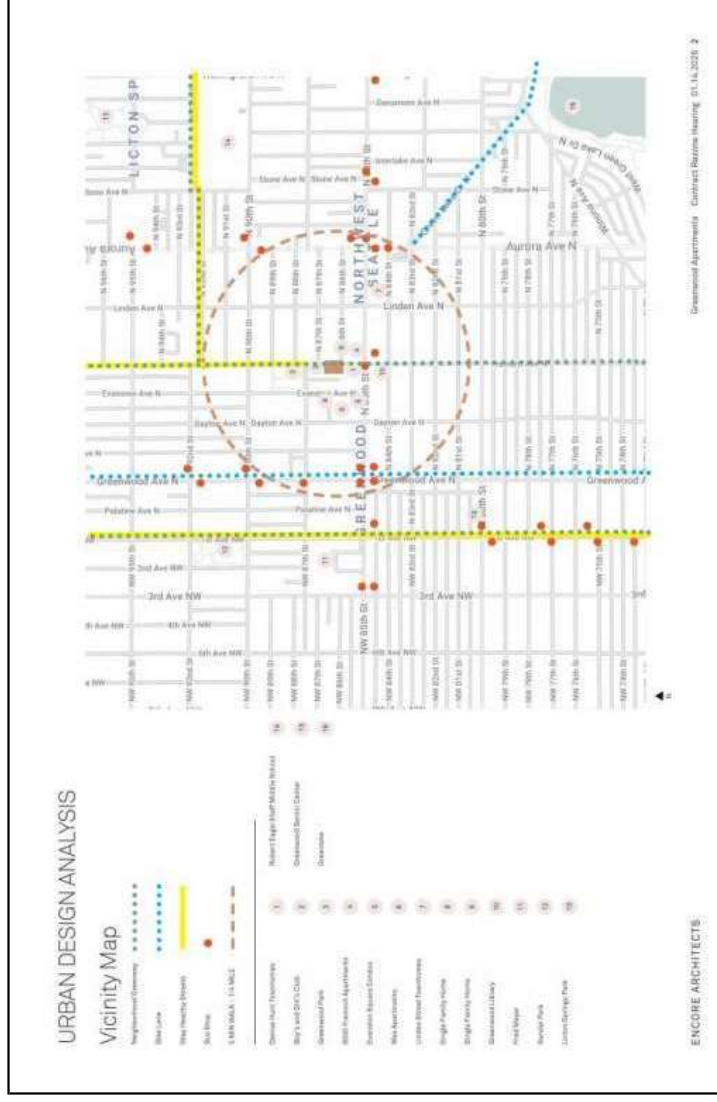
URBAN DESIGN ANALYSIS

Vicinity Map

- Neighborhood Greenway
- Bike Lane
- Stay Healthy Streets
- Bus Stop
- 5 MIN WALK - 1/4 MILE

- | | | | |
|-------------------------|----|----------------------------------|----|
| Denise Hunt Townhomes | 1 | Robert Eagle Staff Middle School | 14 |
| Boy's and Girl's Club | 2 | Greenwood Senior Center | 15 |
| Greenwood Park | 3 | Greenlake | 16 |
| 8500 Fremont Apartments | 4 | | |
| Evanston Square Condos | 5 | | |
| Max Apartments | 6 | | |
| Linden Street Townhomes | 7 | | |
| Single Family Home | 8 | | |
| Single Family Home | 9 | | |
| Greenwood Library | 10 | | |
| Fred Meyer | 11 | | |
| Sandel Park | 12 | | |
| Licton Springs Park | 13 | | |

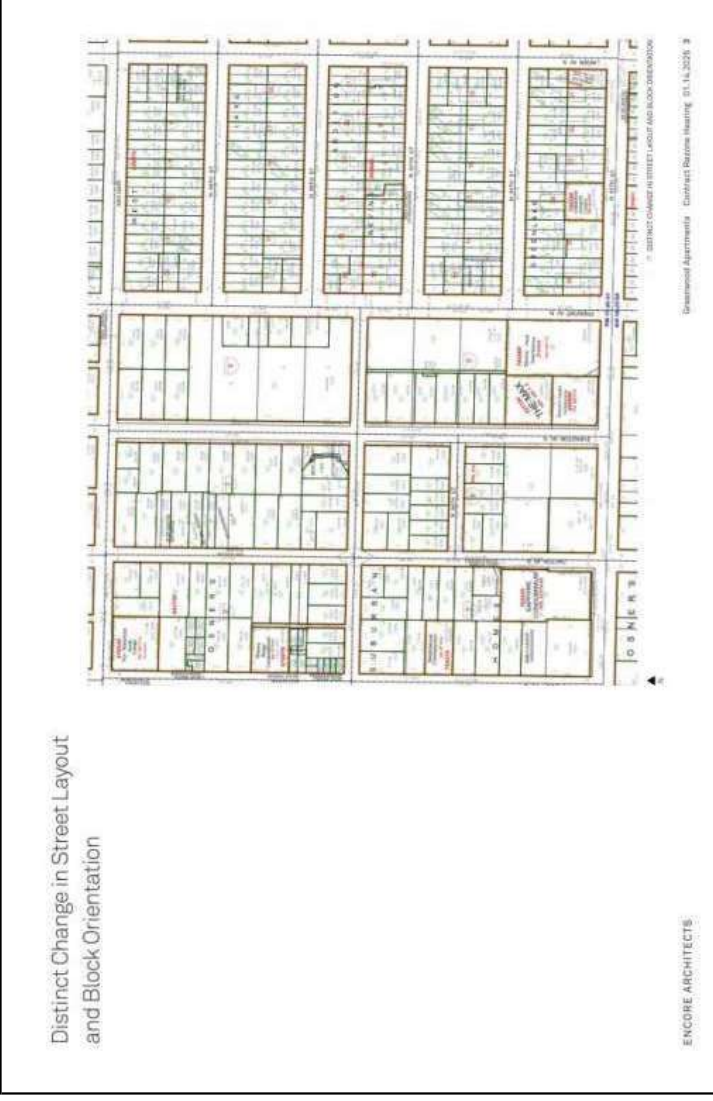




8601 Fremont Ave N – shown as a rectangle at the center of the dashed circle. This circle represents a 5 min walk from the project site

- Site is on Fremont Ave N, a Neighborhood greenway street – promoting biking
 - It is between N 87th St to the north and the N 86th St to the south.
 - To the west is Evanston Ave N
- Well served by King County Metro with frequent transit. The red dots represent bus stops.
- Bus 45 stops on N 85th St at the end of the block
 - Bus 5 & 16 express lines run on Greenwood Ave N
 - It is slightly over a five-minute walk to the Rapid Ride E line on Aurora Ave N
- Just west of Greenwood Ave N is Fred Myer for groceries #11 on the map
 - Greenwood Park on the next block north of the site #3
 - 2 Community centers near by – Boys and Girls Club #2 next door and the Greenwood Senior Center #15 on the south side of N 85th.

[illegible]










A distinct change in block orientation and street layout occurs at N Fremont Ave.

- The west side where our site is located is the Osners Suburban Homes (screen left). The long block faces are oriented east/west.
- On the right side (east) is Greenlake Addition where the long block face is oriented north/south
- Our block is on the edge of this change

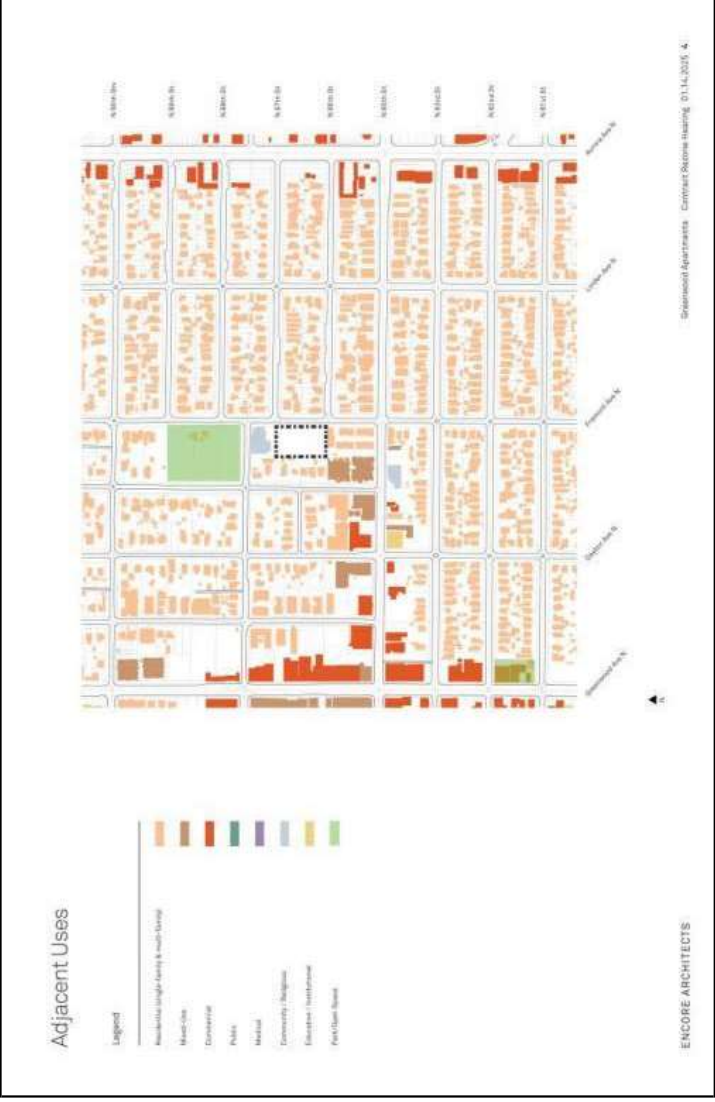
The block orientation change helps with the separation of the site and its multi-family uses from the surrounding development within the NR3 zone.

Adjacent Uses

Legend

Residential (single-family & multi-family)	
Mixed-Use	
Commercial	
Public	
Medical	
Community / Religious	
Education / Institutional	
Park/Open Space	



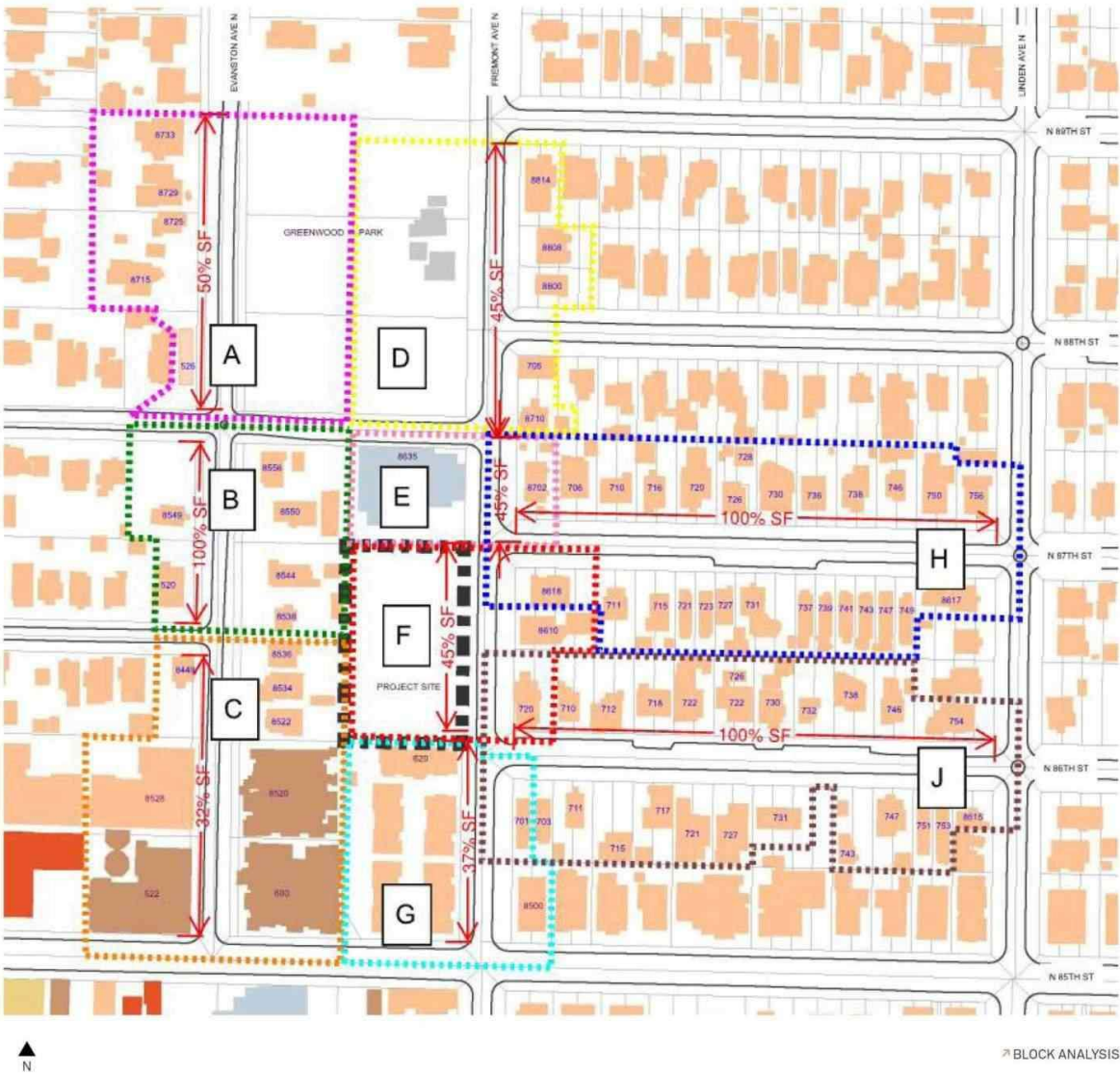


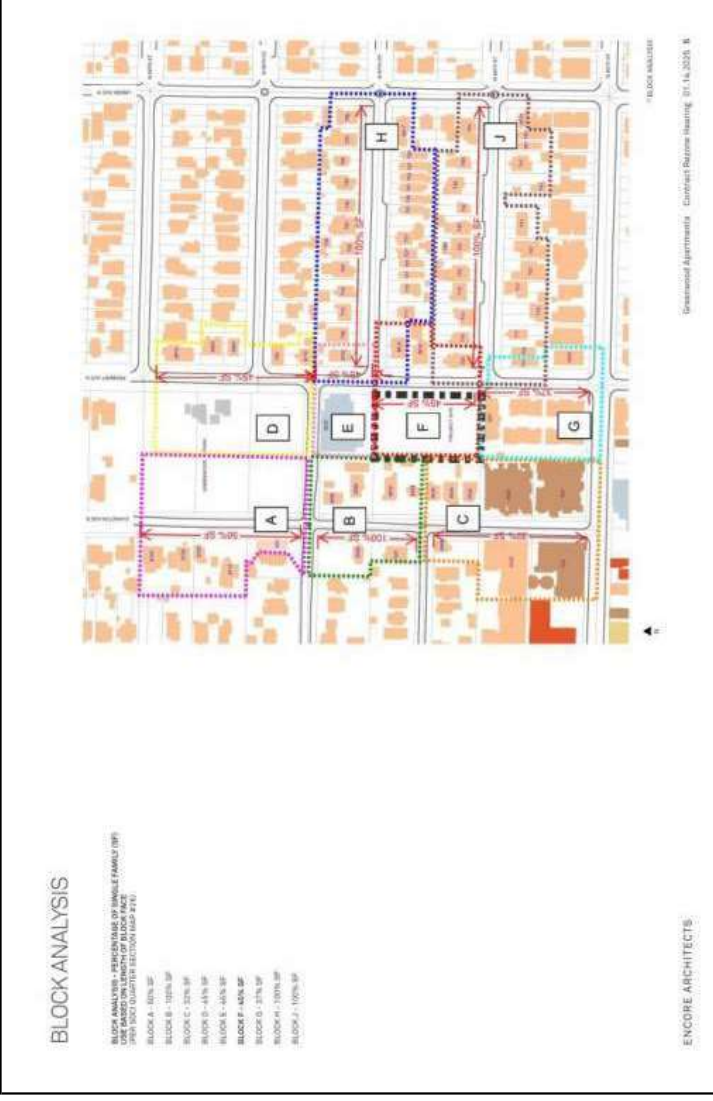
- Adjacent uses on west side of Fremont differs from east side.
- On the west - Starting from N 85th Ave is multifamily, then our site, community service shown in blue and then a park further north in shown in green
 - East side of Fremont is single family homes

BLOCK ANALYSIS

BLOCK ANALYSIS - PERCENTAGE OF SINGLE FAMILY (SF)
USE BASED ON LENGTH OF BLOCK FACE
(PER SDCI QUARTER SECTION MAP #26)

- BLOCK A - 50% SF
- BLOCK B - 100% SF
- BLOCK C - 32% SF
- BLOCK D - 45% SF
- BLOCK E - 45% SF
- BLOCK F - 45% SF
- BLOCK G - 37% SF
- BLOCK H - 100% SF
- BLOCK J - 100% SF





- 9 block analysis studying which block have more than 70% single-family buildings
- We looked at the number of buildings per block but that skews the percentage due to open space. This is true for Blocks A, D & F.
 - For example using buildings per block, Block A would be 100% of the block is single family since there are no buildings in the park but the block certainly isn't 100% single family.
 - More realistic view of the block is to looked at it based on block length shown here. The same Block A is only 50%.
- Results of this analysis is
- 6 out of the 9 blocks studied are not 70% single-family
 - The site on Block F is 45%

A - South of Site





Here is the site in relationship to the adjacent multi-family buildings. Directly south is the Denise Hunt Townhomes and further right are the Max Apartments and Evaston Square Condos.

B - West of Site



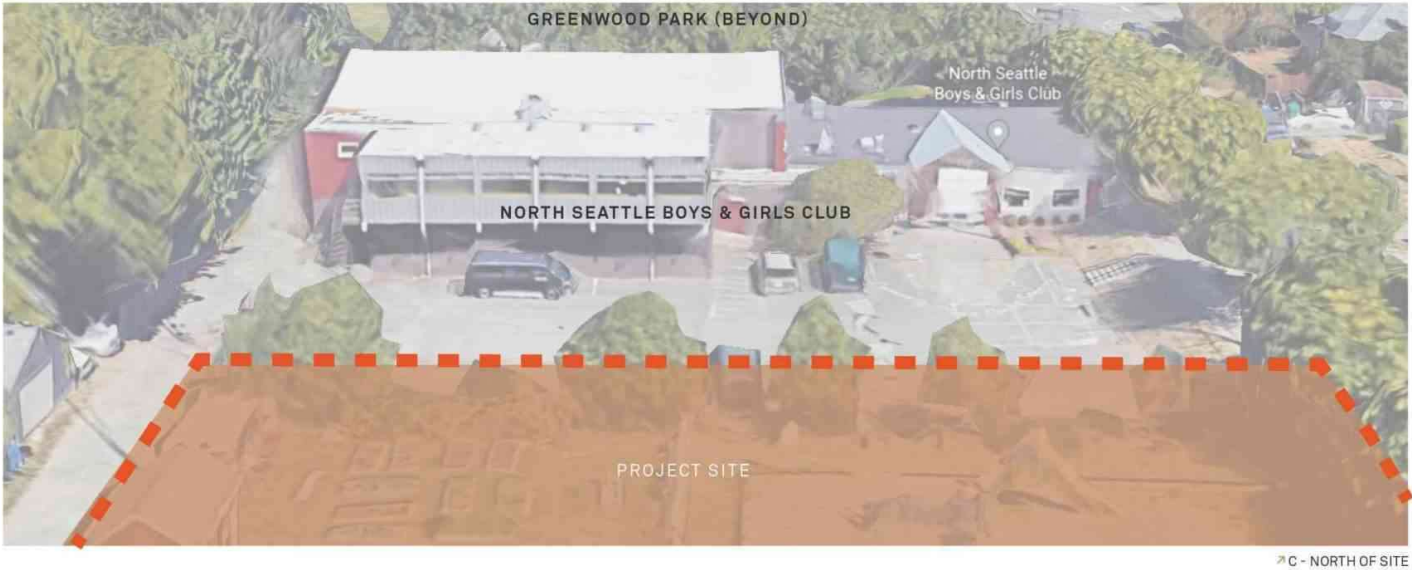
B - WEST OF SITE





(5) Single family home are directly west and you can see on the left is the Max Apartments

C - North of Site










Directly north is the North Seattle Boys & Girls Club with Greenwood Park beyond

D - East of Site

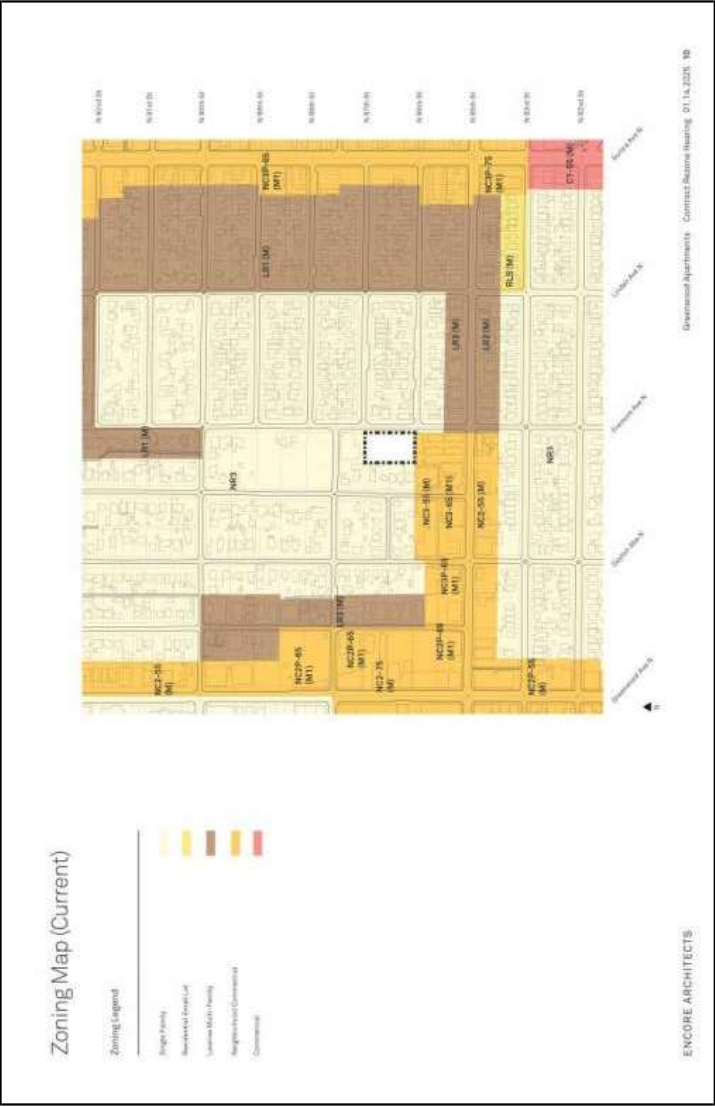


Zoning Map (Current)

Zoning Legend

Single Family	
Residential Small Lot	
Lowrise Multi-Family	
Neighborhood Commercial	
Commercial	



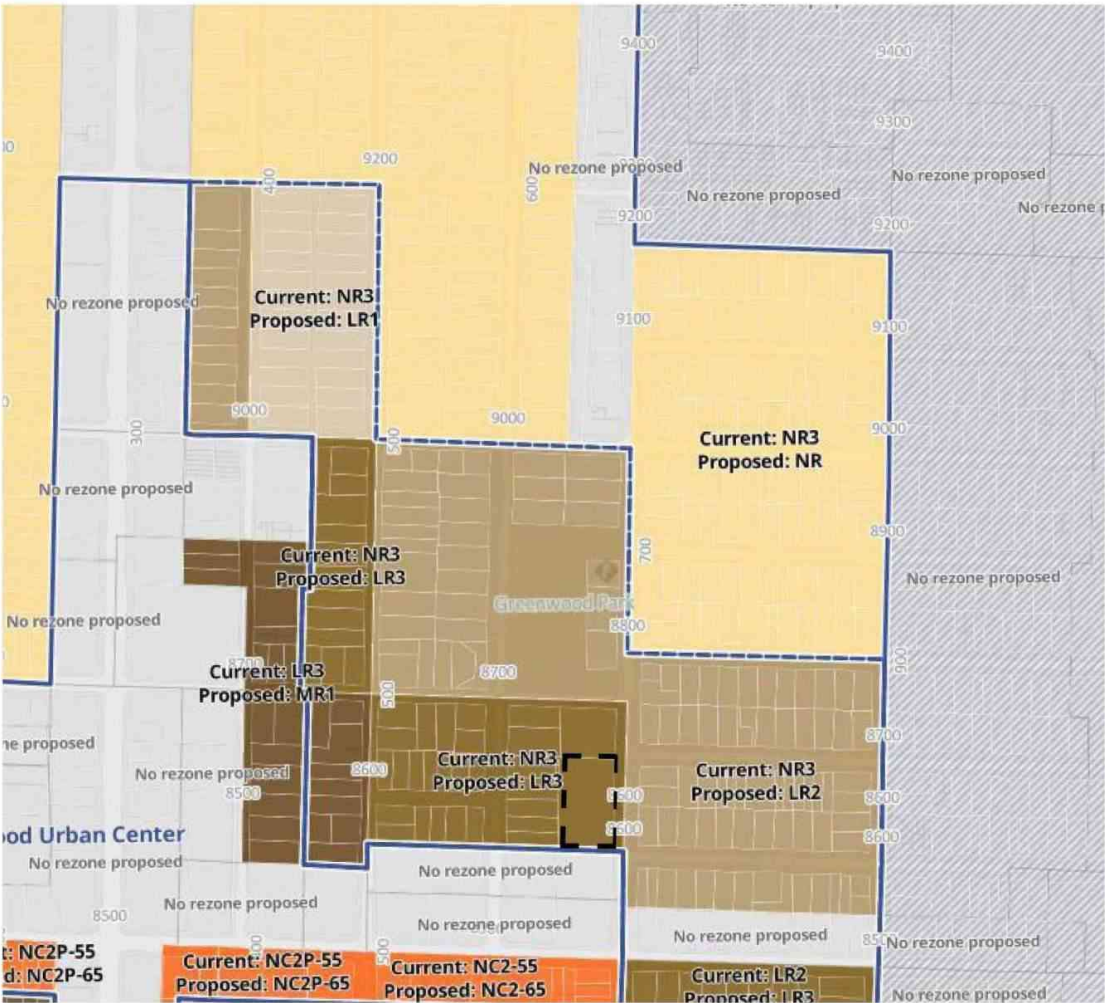


Our site is in white on this zoning map. You can see it is currently NR3 immediately adjacent to the denser taller NC zoning to the south. If you look to the east and west, the NR3 typically has low rise transitioning between the zones but not at our block.

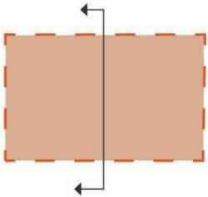
Zoning Map (Proposed)

Zoning Legend

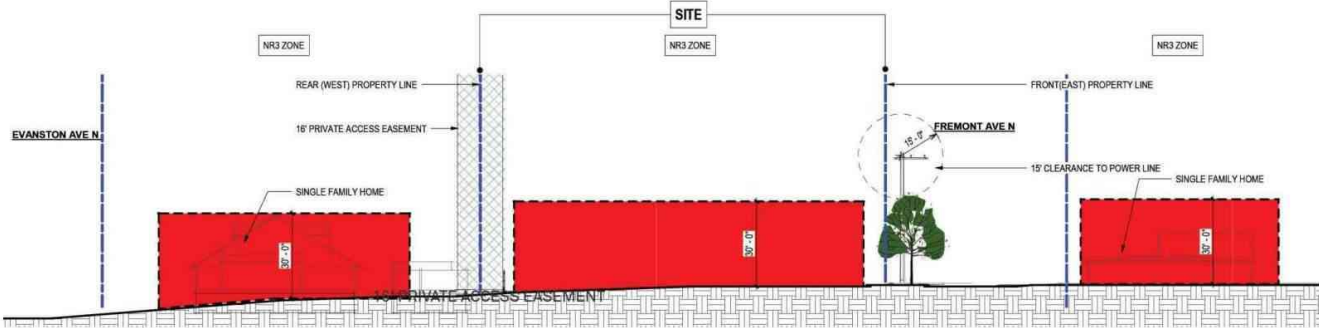
Neighborhood Residential (NR)	<div></div>
Lowrise 1 (LR1)	<div></div>
Lowrise 2 (LR2)	<div></div>
Lowrise 3 (LR3)	<div></div>
Midrise (MR)	<div></div>
Neighborhood Commercial (NC)	<div></div>
No rezone proposed	<div></div>



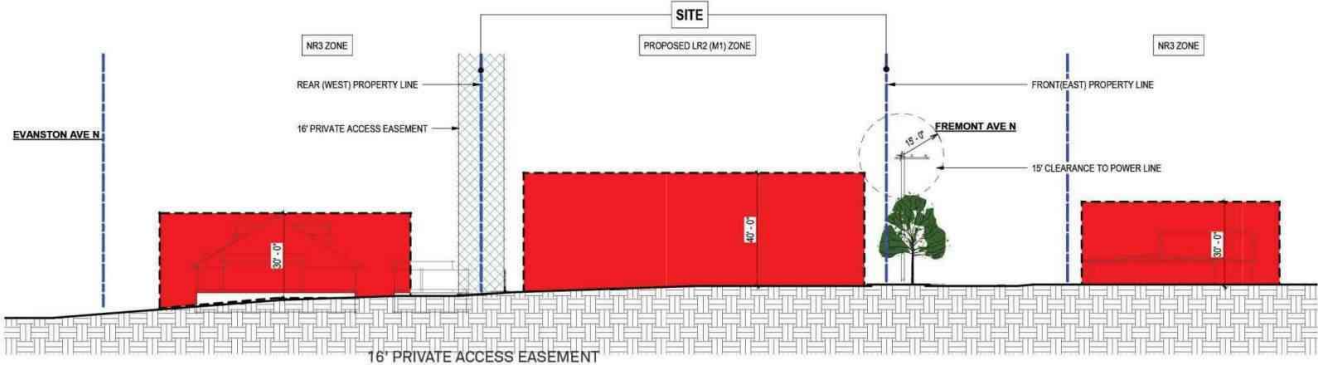
Zoning Sections (NR3 & LR2 (M1)) - Transverse



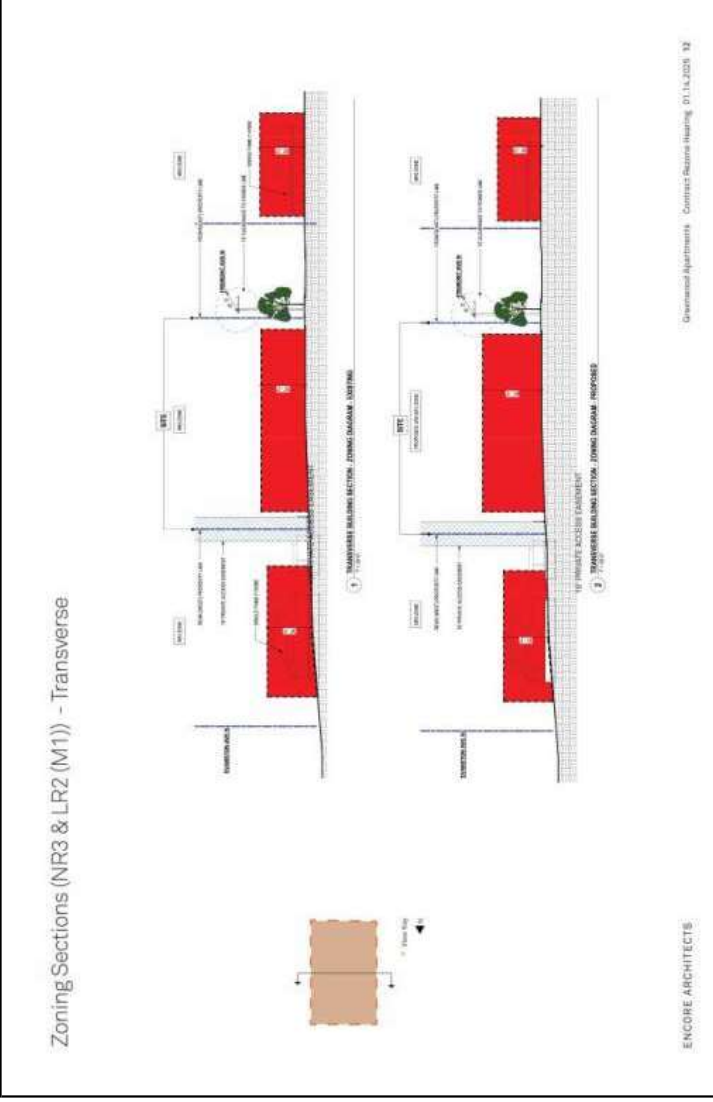
View Key
N



1 TRANSVERSE BUILDING SECTION - ZONING DIAGRAM - EXISTING
1" = 20'-0"



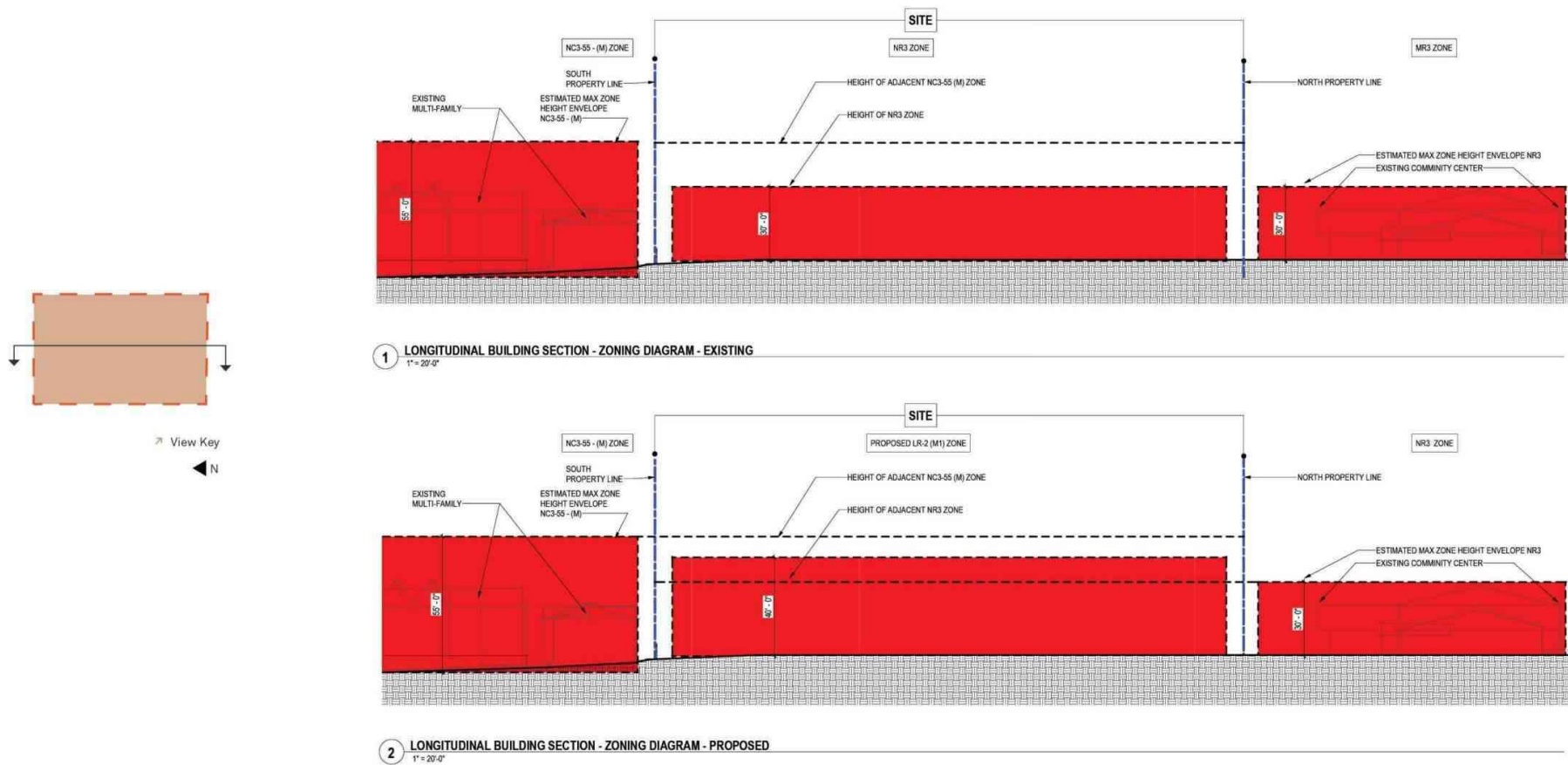
2 TRANSVERSE BUILDING SECTION - ZONING DIAGRAM - PROPOSED
1" = 20'-0"

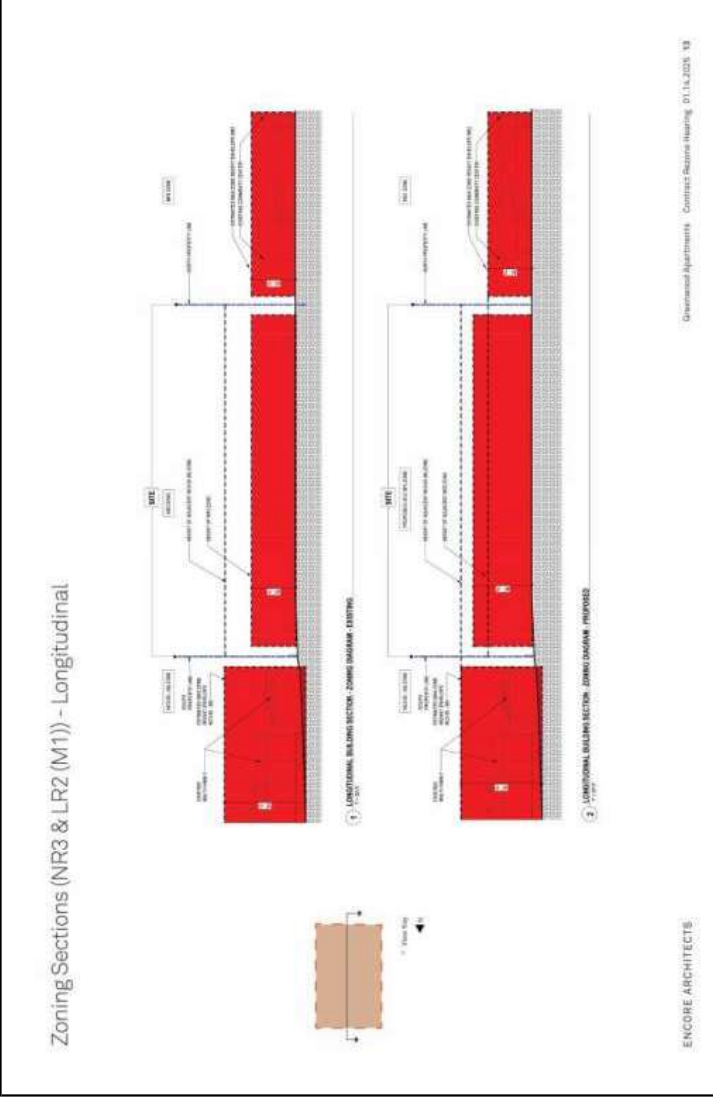


The top section shows the existing NR3 zoning with it's height limit of 30 feet or 35 feet for roof pitched greater than 4:12.

The lower sections shows the height difference between existing NR3 and proposed LR2 (M1) is 10'.

Zoning Sections (NR3 & LR2 (M1)) - Longitudinal



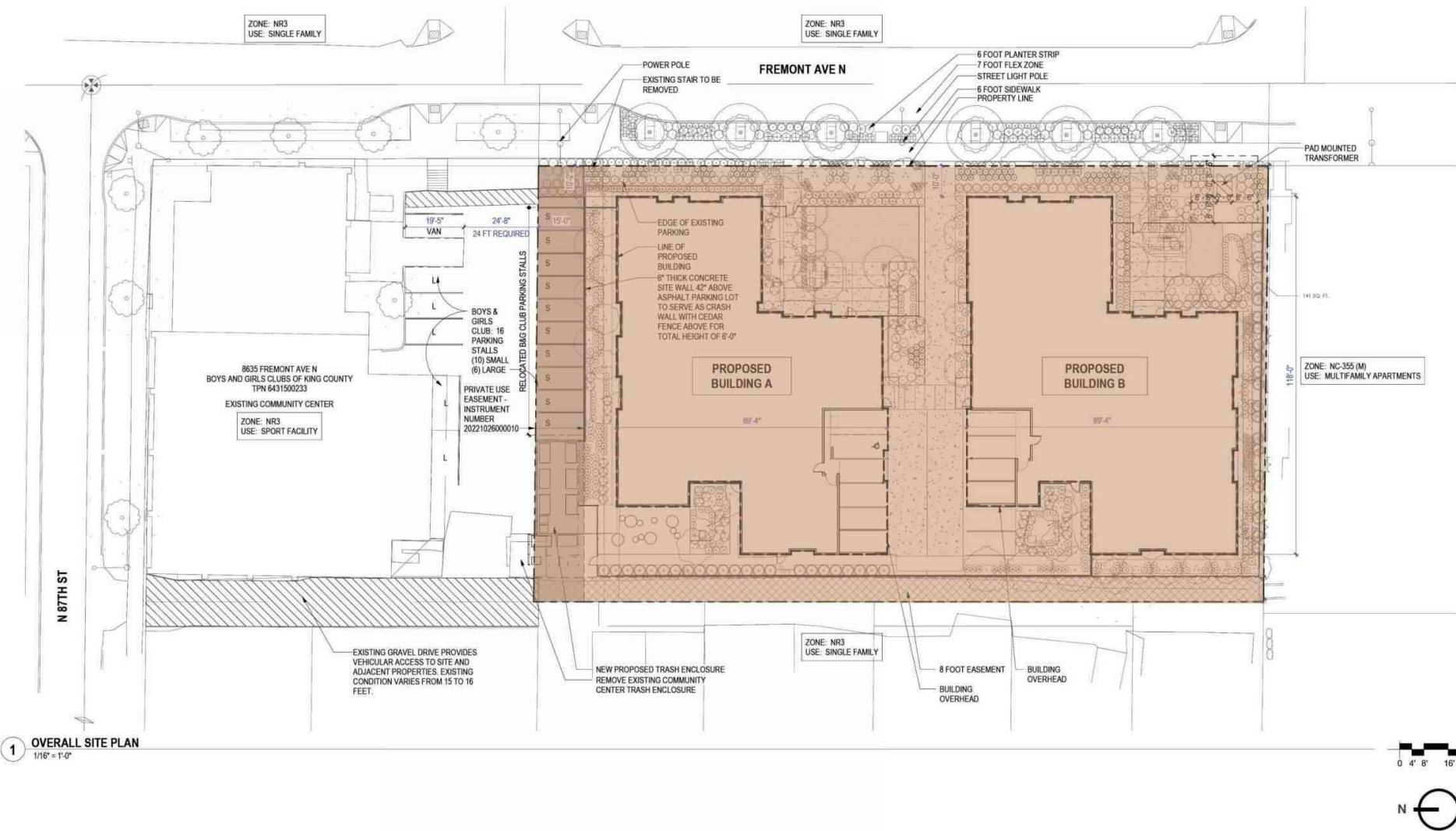


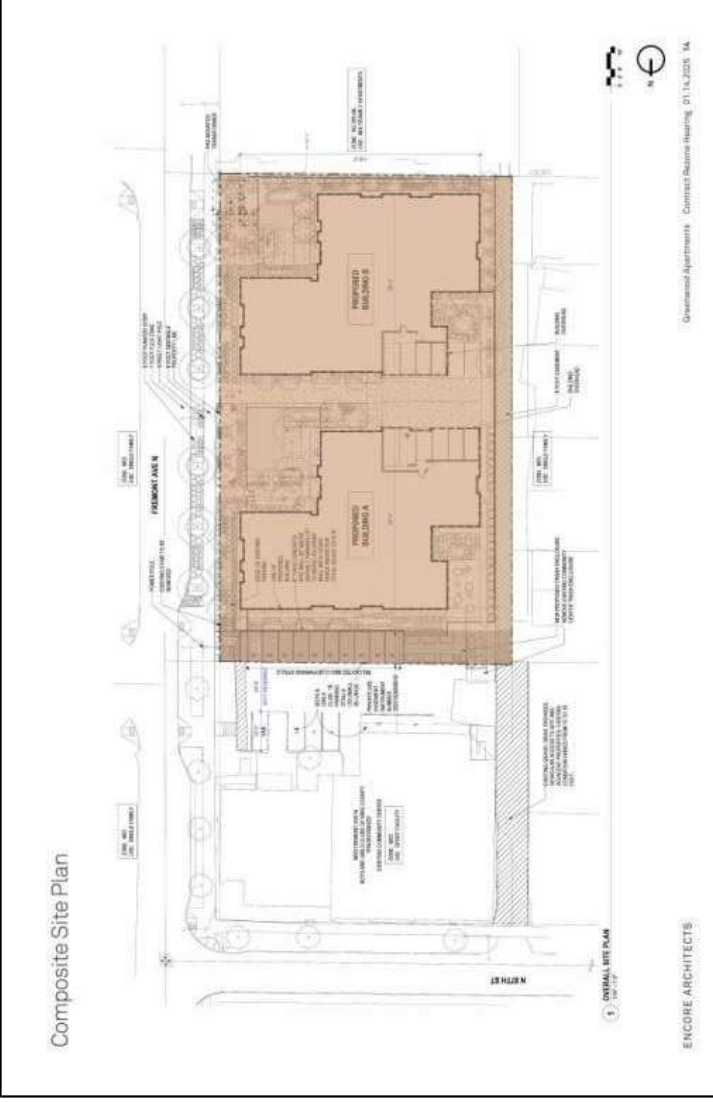
The top section show the exiting MC3-55 (M) of 55 feet and NR3 of 30 feet which is a difference 25 feet

In the lower section you can see how LR2 creates a transition in height between NC3-55 (M) and NR3

- 15' lower from NC3-55 (M)
- 10' higher than NR3

Composite Site Plan





There are 2 easements on the project site

- On the west 8 foot private drive easement
- Ane on the north is a use easement with B&G for parking and waste pick-up

Building Shift - "Front Yards"



➤ "FRONT YARD" OPEN SPACE ALONG FREMONT AVENUE NORTH



When we started the project, we look at the block pattern of the of Boys & Girls Club. We sited the building similarly by sifting the buildings which created “front yards”.

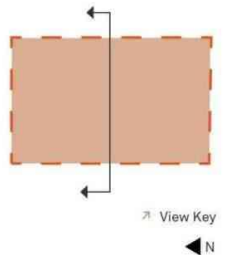
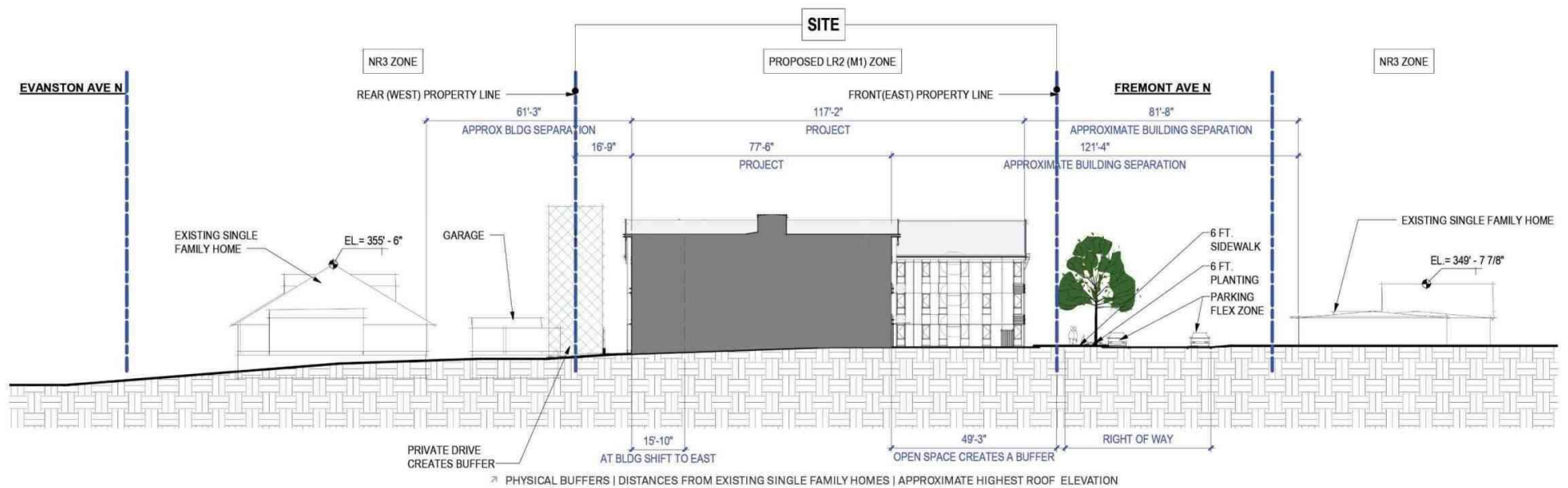
Proposed Site Plan - 53 units





- Drive access from Fremont Ave N – keeping existing street trees and street light
- 53 homes
 - 6 Studios (11%) | 27 1 Bed (51%) | 8 2 Bed (15%) | 12 3 Bed (23%)
 - 70% of the units or 37 units are @ 50% Area Median Income & 30% of the units or 16 units are @ 60% AMI.
- Tuck under parking for 11 vehicles not seen from the street
- Bike parking for 58 bikes

Physical Buffers | Distances from Existing Single Family Homes





➤ Fremont Ave N looking north



Building sitting and design is influence by the neighboring buildings

- “Front Yards” open space
- We used familiar gable forms seen on single family
- Shift in the buildings not only follows the block pattern
 - It also reduces the allowed 90-foot width to be perceived as 48 feet at the street
 - As mentioned before this also adds separation from adjacent neighbors
- Overall building height of 40 feet close to the maximum NR3 permitted height 35 feet for gabled roofs.

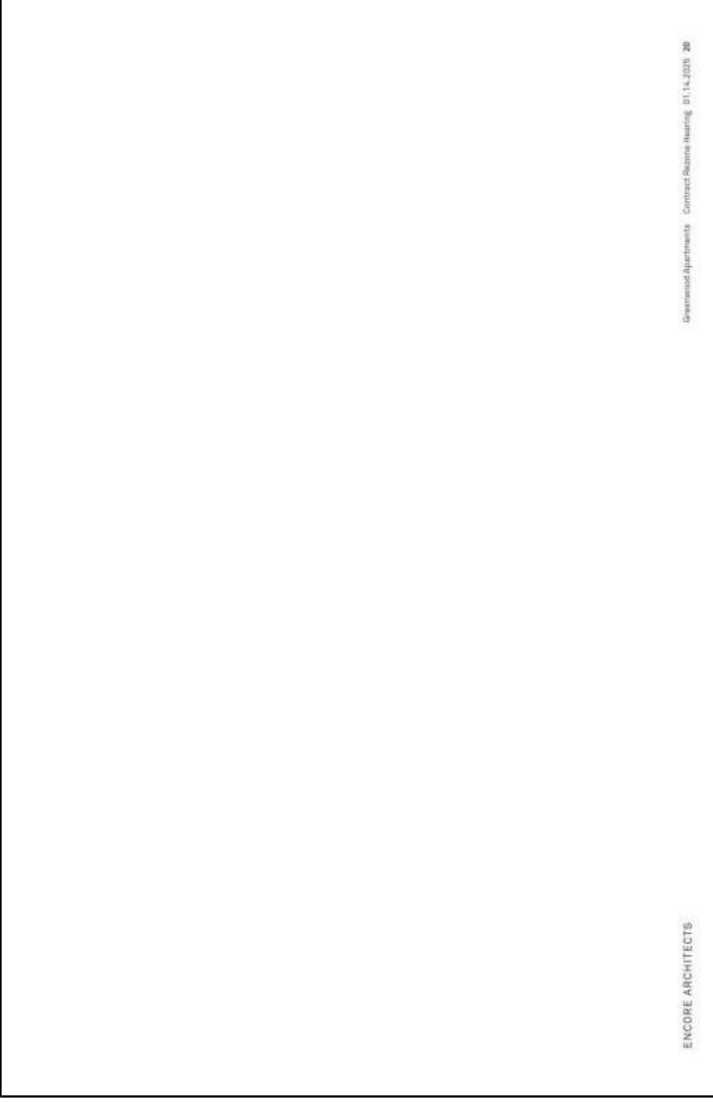


Fremont Ave N looking south

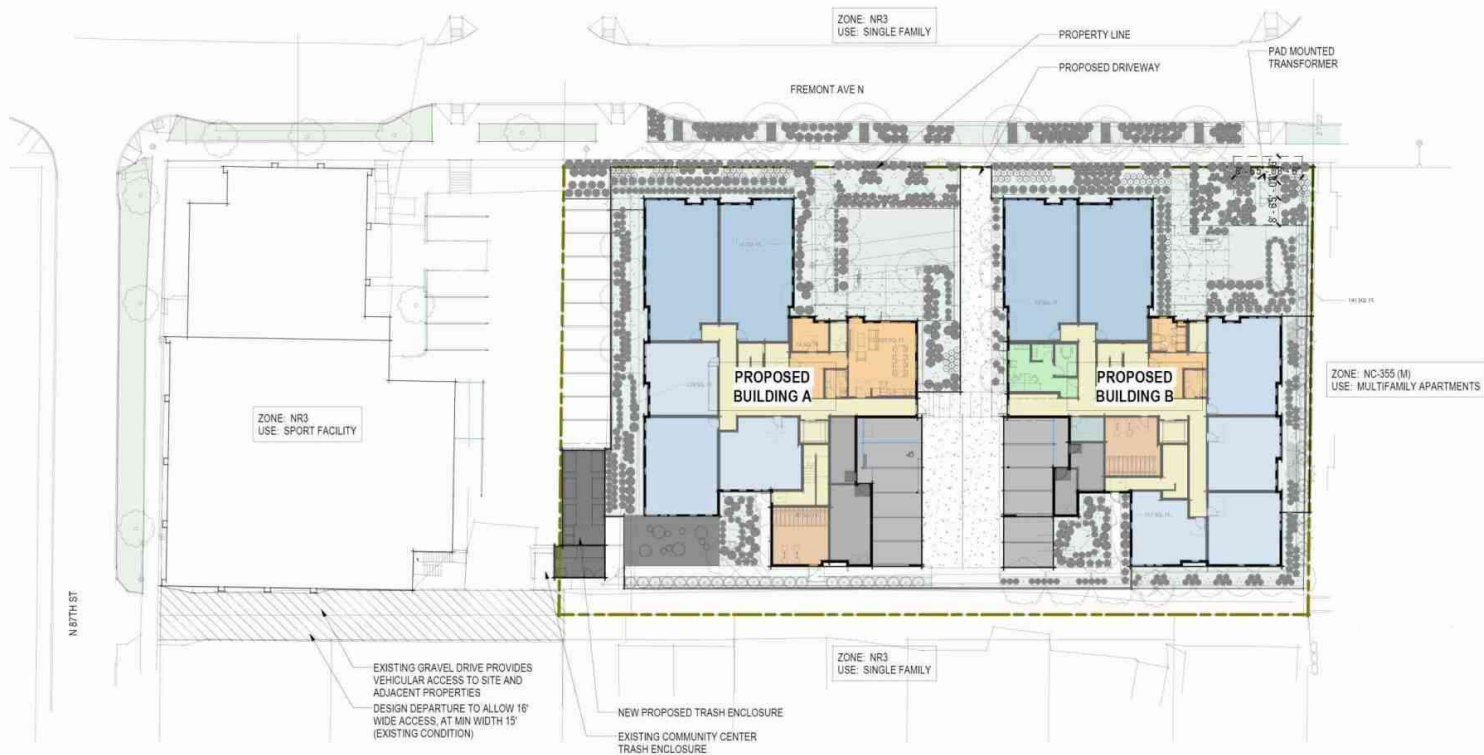


Here is another view looking south.

The property is a good candidate for Lowrise 2 (LR2) zoning because the roads, transit, schools, open space, commercial activity and utility services can support higher density development. LR2 (M1) would provide a needed transition between denser NC3-55 (M) development along N 85th Street and the single family zone. The 40-foot height limit of LR2 (M1) provides a stepping from 55 feet down to 30 - 35 feet of the MR zone. While we are nowhere near the allowed density of this zone, the floor area ratio makes LR2 (M1) a viable option compared to MR, RSL and LR1 zones. More importantly, there is a demonstrated need to establish higher densities in well-served areas such as this one to facilitate the production of affordable housing (a stated city priority).



Parking estimated 14 AM peak hour trips and 17 PM peak hour trips. For parking, the memorandum estimated a parking demand of 27 parking spaces for the proposed development, which would create a need for 16 parking spaces that could not be provided by the 11 parking spaces with the proposed development.



2 LEVEL 01 PLAN
1" = 20'-0"





53 homes

- 6 Studios (11%) | 27 1 Bed (51%) | 8 2 Bed (15%) | 12 3 Bed (23%)
- 70% of the units or 37 units are @ 50% Area Median Income & 30% of the units or 16 units are @ 60% AMI.
- Units are in blue with the darkest being the 3 Bed to the lightest being studios

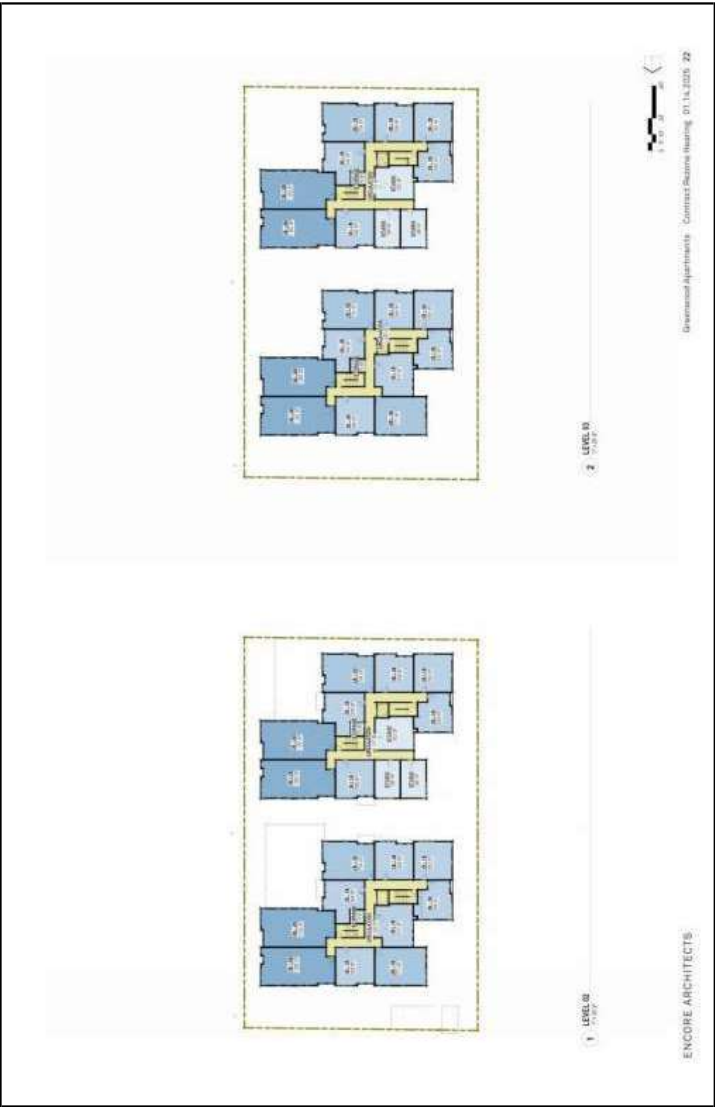
Orange represents common area: Community room, common laundry, restroom, and bike parking

Green is the leasing office

Light grey is the tuck under parking & back of house rooms

Darker grey is the trash enclosures





Units stack above

CF-314491: Proposed PUDA condition

From Steve Gillespie <steve@mhseattle.com>

Date Mon 1/27/2025 9:47 AM

To Examiner, Hearing <Hearing.Examiner@seattle.gov>

Cc Johnson, Greg <Greg.Johnson@seattle.gov>; Blair Stone <blairs@encorearchitects.com>

CAUTION: External Email

Good morning, Ms. Examiner. The Applicant and SDCI (copied) have conferred and have reached agreement about a way to avoid potential conflict between the PUDA and whatever legislative rezoning Council may enact in the future. We propose that you recommend that Council approve this contract rezoning subject to the conditions set forth in the SDCI Director's Report, with a clause in the PUDA that reads as follows (the underscore is language added to the Director's original proposed condition).

Plans shall be in substantial conformance with the approved plans for Master Use Permit number 3036119-LU, provided that, should the City Council adopt legislation that implements a zoning designation for the site with higher development capacity than LR2, the Applicant may revise its proposal to fully conform with the later-adopted zoning designation.

Thank you,

Steve

Steve Gillespie
McCullough Hill PLLC
Direct: (206) 812-3385
Cell: (206) 446-6784
steve@mhseattle.com
www.mhseattle.com

NOTICE: This communication may contain privileged or confidential information. If you have received it in error, please advise the sender by reply email and immediately delete the message and any attachments without copying or disclosing the contents.
Thank you.



Legislation Text

File #: CB 120962, **Version:** 2

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to land use and zoning; amending Chapter 23.32 of the Seattle Municipal Code at page 26 of the Official Land Use Map to rezone the property at 8601 Fremont Avenue N from Neighborhood Residential 3 to Lowrise 2 with a M1 Mandatory Housing Affordability Suffix (LR2 (M1)); and accepting a Property Use and Development Agreement as a condition of rezone approval. (Application of Blair Stone/Encore Architects, C.F. 314491, SDCI Project 3036119-LU)

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. This ordinance rezones the property (“Property”) commonly known as 8601 Fremont Avenue N, legally described as follows:

ALL OF THE EAST ONE-HALF OF LOTS 4 AND 5, BLOCK 5, OSNER’S SUBURBAN HOMES,
ACCORDING TO THE RECORDED PLAT THEREOF IN VOLUME 9 OF PLATS, PAGE 92, IN
KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION LYING NORTH OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEAST CORNER OF LOT 5 OF SAID PLAT, THENCE S 00°43’58”
W, ALONG THE EAST LINE OF SAID LOT 5, 128.08 FEET TO THE POINT OF BEGINNING;
THENCE N 88°37’25” W 143.80 TO THE WEST LINE OF SAID EAST HALF AND THE
TERMINUS OF SAID LINE.

Section 2. Page 26 of the Official Land Use Map, Seattle Municipal Code Section 23.32.016, is amended to rezone the property described in Section 1 of this ordinance, and shown in Exhibit A to this ordinance from Neighborhood Residential 3 (NR3) to Lowrise 2 with an M1 Mandatory Housing Affordability Suffix (LR2 (M1)). Approval of this rezone is conditioned on complying with the Property Use and

Development Agreement (PUDA) approved in Section 4 of this ordinance.

Section 3. The zoning established by Section 2 of this ordinance shall remain in effect until the Property is rezoned by subsequent Council action.

Section 4. The PUDA attached to this ordinance as Exhibit B is approved and accepted.

Section 5. The City Clerk is authorized and directed to file the PUDA with the King County Recorder's Office; to file the original PUDA along with this ordinance at the City Clerk's Office upon return of the recorded PUDA from the King County Recorder's Office; and to deliver copies of the PUDA and this ordinance to the Director of the Seattle Department of Construction and Inspections and to the King County Assessor's Office.

Section 6. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by the City Council the _____ day of _____, 2025, and signed by me in open session in authentication of its passage this _____ day of _____, 2025.

President _____ of the City Council

Filed by me this _____ day of _____, 2025.

Scheereen Dedman, City Clerk

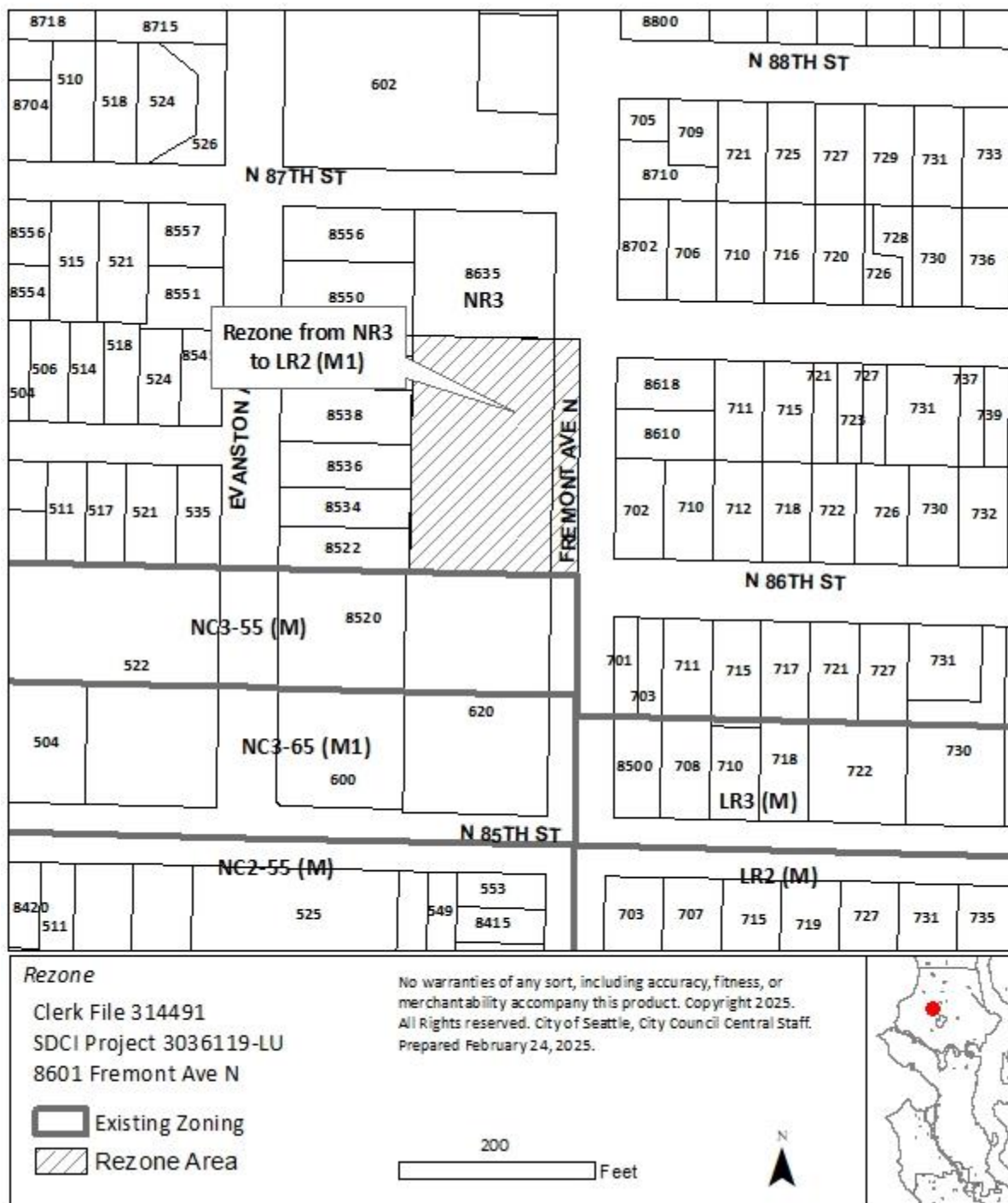
(Seal)

Exhibits:

Exhibit A - Rezone Map

Exhibit B - Property Use and Development Agreement for 8601 Fremont Ave N

Exhibit A – Rezone Map
V1



<i>When Recorded, Return to:</i>	
THE CITY CLERK 600 Fourth Avenue, Floor 3 PO Box 94728 Seattle, Washington 98124-4728	

PROPERTY USE AND DEVELOPMENT AGREEMENT

Grantor(s):	BELLWETHER HOUSING	
Grantee:	THE CITY OF SEATTLE	
Legal Description <i>(abbreviated if necessary):</i>	ALL OF THE EAST ONE-HALF OF LOTS 4 AND 5, BLOCK 5, OSNER’S SUBURBAN HOMES, ACCORDING TO THE RECORDED PLAT THEREOF IN VOLUME 9 OF PLATS, PAGE 92, IN KING COUNTY, WASHINGTON; EXCEPT THAT PORTION LYING NORTH OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE NORTHEAST CORNER OF LOT 5 OF SAID PLAT, THENCE S 00°43’58” W, ALONG THE EAST LINE OF SAID LOT 5, 128.08 FEET TO THE POINT OF BEGINNING; THENCE N 88°37’25” W 143.80 TO THE WEST LINE OF SAID EAST HALF AND THE TERMINUS OF SAID LINE.	
Assessor’s Tax Parcel ID #:	643150-0234	
Reference Nos. of Documents Released or Assigned:	n/a	

PROPERTY USE AND DEVELOPMENT AGREEMENT

THIS PROPERTY USE AND DEVELOPMENT AGREEMENT (the “Agreement”) is executed this ____ day of April, 2025, in favor of the CITY OF SEATTLE (the “City”), a Washington municipal corporation, by BELLWETHER HOUSING, a Washington Nonprofit Corporation (“Owner”).

RECITALS

A. Bellwether Housing is the owner of that certain real property (“Property”) in the City of Seattle currently zoned Neighborhood Residential 3, shown in Attachment A and legally described as:

ALL OF THE EAST ONE-HALF OF LOTS 4 AND 5, BLOCK 5, OSNER’S
SUBURBAN HOMES, ACCORDING TO THE RECORDED PLAT THEREOF IN
VOLUME 9 OF PLATS, PAGE 92, IN KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION LYING NORTH OF THE FOLLOWING DESCRIBED
LINE:

COMMENCING AT THE NORTHEAST CORNER OF LOT 5 OF SAID PLAT,
THENCE S 00°43’58” W, ALONG THE EAST LINE OF SAID LOT 5, 128.08 FEET
TO THE POINT OF BEGINNING; THENCE N 88°37’25” W 143.80 TO THE WEST
LINE OF SAID EAST HALF AND THE TERMINUS OF SAID LINE.

B. In 2022, the Owner submitted to the City an application under Project No. 3036119-LU for a rezone of the Property from Neighborhood Residential 3 (3) to Lowrise 2 with an M1 Mandatory Housing Affordability Suffix (LR2 (M1)).

C. Seattle Municipal Code Section 23.34.004 allows the City to approve a rezone subject to “self-imposed restrictions” upon the development of the Property.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties agree as follows:

AGREEMENT

Section 1. Agreement. Pursuant to Seattle Municipal Code Section (“SMC”) 23.34.004, the Owner covenants, bargains, and agrees, on behalf of itself and its successors and assigns that it will comply with the following conditions in consideration of the Rezone:

Prior to Issuance of a Master Use Permit

1. The rezone includes a Mandatory Housing Affordability designation of M1.
2. Development of the rezoned property shall be subject to the requirements of SMC 23.58B and/or 23.58C.

Prior to Issuance of a Building Permit

3. Plans shall be in substantial conformance with the approved plans for Master Use Permit number 3036119-LU, provided that, should the City Council adopt legislation that implements a zoning designation for the site with higher development capacity than LR2, the Applicant may revise its proposal to fully conform with the later-adopted zoning designation.

Section 2. Agreement Runs With the Land. This Agreement shall be recorded in the records of King County by the City Clerk. The covenants contained in this Agreement shall attach to and run with the land and be binding upon the Owners, their heirs, successors and assigns, and shall apply to after-acquired title of the Owner.

Section 3. Amendment. This Agreement may be amended or modified by agreement between the Owner and the City; provided any amendments are approved by the City Council by ordinance.

Section 4. Exercise of Police Power. Nothing in this Agreement shall prevent the City Council from making further amendments to the Seattle Municipal Code or Land Use Code as it may deem necessary in the public interest.

Section 5. No Precedent. The conditions contained in this Agreement are based on the unique circumstances applicable to the Property and this Agreement is not intended to establish precedent for other rezones in the surrounding area.

Section 6. Repeal as Additional Remedy. Owner acknowledges that compliance with the conditions of this Agreement is a condition of the subject rezone and that if the Owner avails itself of the benefits of this rezone but then fails to comply with the conditions of this Agreement with the City, in addition to pursuing any other remedy, the City may:

- a. Revoke the rezone by ordinance and require the use of the Property to conform to the requirements of the previous zoning designation or some other zoning designation imposed by the City Council; and
- b. Pursue specific performance of this Agreement.

[signature and acknowledgment on following page]

SIGNED this _____ day of April, 2025.

BELLWETHER HOUSING, a Washington Nonprofit Corporation

By: _____

Name: _____

Its: _____

STATE OF WASHINGTON

COUNTY OF _____ } ss.

This record was acknowledged before me on April ____, 2025 by _____ as
_____ of BELLWETHER HOUSING a Washington Nonprofit
Corporation.

[Stamp Below]

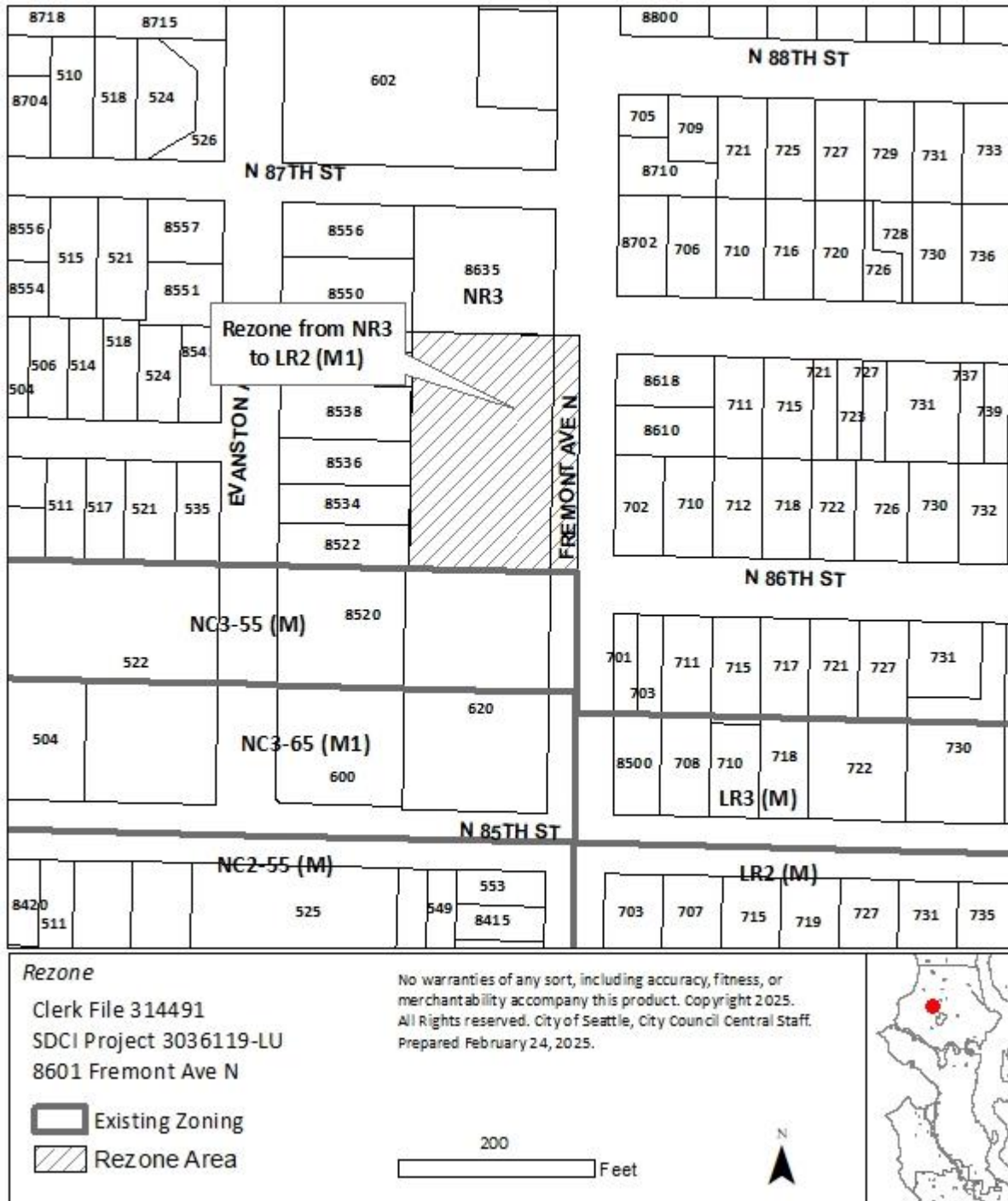
Signature

NOTARY PUBLIC in and for the State of Washington

My Commission

Expires _____

ATTACHMENT A



SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
Legislative	Lish Whitson	N/A

1. BILL SUMMARY

Legislation Title:

AN ORDINANCE relating to land use and zoning; amending Chapter 23.32 of the Seattle Municipal Code at page 26 of the Official Land Use Map to rezone the property at 8601 Fremont Avenue N from Neighborhood Residential 3 to Lowrise 2 with a M1 Mandatory Housing Affordability Suffix (LR2 (M1)); and accepting a Property Use and Development Agreement as a condition of rezone approval. (Application of Blair Stone/Encore Architects, C.F. 314491, SDCI Project 3036119-LU)

Summary and Background of the Legislation:

This bill rezones the property located at 8601 Fremont Avenue N and accepts a property use and development agreement limiting future development on the parcel. The rezone will facilitate the development of two apartment buildings containing 53 affordable apartments.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ☐ Yes ☒ No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the City? ☐ Yes ☒ No

3.d. Other Impacts

Does the legislation have other financial impacts to The City of Seattle, including direct or indirect, one-time or ongoing costs, that are not included in Sections 3.a through 3.c? If so, please describe these financial impacts.

The Office of Housing has committed to funding the affordable units in the project that would be facilitated by this legislation. If the legislation were not adopted, the funding could be reallocated to other eligible projects.

If the legislation has costs, but they can be absorbed within existing operations, please describe how those costs can be absorbed. The description should clearly describe if the absorbed costs are achievable because the department had excess resources within their existing budget or if by absorbing these costs the department is deprioritizing other work that would have used these resources.

Not applicable

Please describe any financial costs or other impacts of *not* implementing the legislation.
See above.

4. OTHER IMPLICATIONS

- a. Please describe how this legislation may affect any departments besides the originating department.** The Office of Housing and the Seattle Department of Construction and Inspections have been involved in financing the project and reviewing the application.
- b. Does this legislation affect a piece of property? If yes, please attach a map and explain any impacts on the property. Please attach any Environmental Impact Statements, Determinations of Non-Significance, or other reports generated for this property.**
Yes, see Exhibit
- c. Please describe any perceived implication for the principles of the Race and Social Justice Initiative.**
 - i. How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.**
This rezone would facilitate the development of 53 units of affordable housing.
 - ii. Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.**
 - iii. What is the Language Access Plan for any communications to the public?**
Not applicable
- d. Climate Change Implications**
 - i. Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.**
Residential development in mixed-use transit-rich environments like the Greenwood-Phinney Ridge Urban Village is likely to result in fewer carbon emissions than a similar number of housing units in a more auto-dependent location.
 - ii. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**
No.

- e. **If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals?**

Not applicable

5. CHECKLIST

Please click the appropriate box if any of these questions apply to this legislation.

- ☒ **Is a public hearing required?**
The Seattle Hearing Examiner held an open record public hearing on this proposal.
- ☐ **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required?**
- ☐ **If this legislation changes spending and/or revenues for a fund, have you reviewed the relevant fund policies and determined that this legislation complies?**
- ☐ **Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?**

6. ATTACHMENTS

Summary Attachments: None



Legislation Text

File #: CB 120960, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to the Lower Duwamish Waterway; authorizing Seattle City Light and Seattle Public Utilities to: continue expending funds to participate in environmental investigation and remediation of the Lower Duwamish Waterway Superfund Site, according to the terms of a Consent Decree with the United States and the State of Washington and according to the terms of settlements with multiple other parties; accept funds from other parties and indemnify them according to settlement agreements with those parties; continue seeking and accepting state Remedial Action Grants for work related to the Superfund Site; commit to spend funds pursuant to the terms of additional orders from the federal and state regulatory agencies for remedial work at sites related to the Lower Duwamish, including T-108, South Park Marina, and North Boeing Field/Georgetown Steam Plant; and commit to sharing costs with other parties regarding those Related Sites; and ratifying and confirming certain prior acts.

WHEREAS, the United States Environmental Protection Agency (EPA) listed the Lower Duwamish Waterway on the National Priorities List on September 13, 2001, thereby designating it a Superfund Site; and

WHEREAS, on April 19, 2000, The City of Seattle (“City”), the Port of Seattle, King County, and The Boeing Company signed an Administrative Order on Consent (AOC) with EPA and the Washington State Department of Ecology (Ecology), thereby agreeing to investigate contamination in the Lower Duwamish Waterway and to explore options for remediation; and

WHEREAS, EPA issued a Proposed Plan for the cleanup in 2013, conducted an Environmental Justice analysis for the affected communities, conducted extensive multilingual public participation for comments on their 2013 Proposed Plan, and responded to public comments in their 2014 Record of Decision; and

WHEREAS, EPA selected the cleanup Remedy for the comprehensive cleanup of the Lower Duwamish Waterway in their 2014 Record of Decision; and

WHEREAS, the City, King County, the Port of Seattle, and The Boeing Company completed five Early Action

Cleanups in the Lower Duwamish Waterway, which substantially reduced average contaminant concentrations in the sediment; and

WHEREAS, the City, King County, the Port of Seattle, and The Boeing Company continued investigation and design work under five separate amendments to the 2000 AOC; and

WHEREAS, under an interim cost share agreement, the City, King County, the Port of Seattle, and The Boeing Company have been equally sharing the costs of the work required by the AOC and amendments; and

WHEREAS, a confidential mediation was completed in 2022 to allocate equitable cost shares for over 40 Potentially Responsible Parties; and

WHEREAS, EPA issued Special Notice Letters on January 24, 2023, to the City, King County, the Port of Seattle, and The Boeing Company requiring entry into Consent Decree negotiations to fully implement the 2014 Record of Decision cleanup requirements; and

WHEREAS, the City, King County, and The Boeing Company issued a joint good faith response to EPA's Special Notice Letter in March 2023 to negotiate potential terms of a joint EPA and Washington Department of Ecology Consent Decree; and

WHEREAS, according to the EPA, the Port of Seattle did not issue a good faith response to EPA's Special Notice Letter and thus did not reach agreement with EPA and the State of Washington; and

WHEREAS, after 18 months of negotiations, the City, King County, and The Boeing Company, reached agreement with EPA and the Washington State Department of Ecology ("Ecology") on the terms of a Consent Decree; and

WHEREAS, Seattle Public Utilities is working to identify and control existing and potential sources of contamination to the Lower Duwamish Waterway; and

WHEREAS, source identification efforts led to additional cleanup sites being identified that are related to the Lower Duwamish Waterway, including T108, South Park Marina, and North Boeing Field/Georgetown Steam Plant, for which the City is participating in investigations and cleanup activities under separate

orders from EPA and Ecology; and

WHEREAS, the City may apply for state grants under the authority of the Model Toxic Control Act to pay for up to 50 percent of the costs for some of the activities associated with the Lower Duwamish Waterway Superfund Site; and

WHEREAS, the work being performed under the current AOC will be incorporated into the Consent Decree; and

WHEREAS, the City, King County, and The Boeing Company have agreed to share costs to implement the Consent Decree based on the equitable shares identified during the confidential mediation process and have begun doing so; and

WHEREAS, the work required by the Consent Decree will continue for decades and is estimated by EPA to cost at least \$667,842,290; and

WHEREAS, RCW 35.32A.070 provides that the City may, by ordinance, authorize public utilities to expend funds beyond their current budget authority; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. Seattle City Light and Seattle Public Utilities are authorized to continue expending funds to participate in the investigation and remediation of contamination of the Lower Duwamish Waterway Superfund Site under the Administrative Order on Consent signed by The City of Seattle on April 14, 2000, and to continue sharing costs with other participating parties.

Section 2. Seattle City Light and Seattle Public Utilities are authorized to commit to spending funds according to the terms of a Consent Decree with the United States and the State of Washington identifying the City as one of three Performing Parties (the City, King County, and The Boeing Company) that will implement the requirements of EPA's 2014 Record of Decision.

Section 3. Seattle City Light and Seattle Public Utilities are authorized to accept funds from other parties to implement the Consent Decree and to indemnify those parties pursuant to the terms of settlements

with them.

Section 4. Seattle City Light and Seattle Public Utilities are authorized to continue seeking and accepting Remedial Action Grants from the Washington State Department of Ecology for work related to the Lower Duwamish Waterway Superfund Site, including the Related Sites and source control efforts.

Section 5. Seattle City Light and Seattle Public Utilities are authorized to commit to expend funds according to the terms of additional orders from the federal and state regulatory agencies for further remedial work at Duwamish Related Sites and to commit to share costs with other parties regarding those Related Sites.

Section 6. Any act consistent with the authority of this ordinance taken prior to its effective date is ratified and confirmed.

Section 7. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by the City Council the _____ day of _____, 2025, and signed by me in open session in authentication of its passage this _____ day of _____, 2025.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2025.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2025.

Scheereen Dedman, City Clerk

(Seal)

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
Seattle Public Utilities	David Schuchardt	Akshay Iyengar

1. BILL SUMMARY

Legislation Title: AN ORDINANCE relating to the Lower Duwamish Waterway; authorizing Seattle City Light and Seattle Public Utilities to: continue expending funds to participate in environmental investigation and remediation of the Lower Duwamish Waterway Superfund Site, according to the terms of a Consent Decree with the United States and the State of Washington and according to the terms of settlements with multiple other parties; accept funds from other parties and indemnify them according to settlement agreements with those parties; continue seeking and accepting state Remedial Action Grants for work related to the Superfund Site; commit to spend funds pursuant to the terms of additional orders from the federal and state regulatory agencies for remedial work at sites related to the Lower Duwamish, including T-108, South Park Marina, and North Boeing Field/Georgetown Steam Plant; and commit to sharing costs with other parties regarding those Related Sites; and ratifying and confirming certain prior acts.

Summary and Background of the Legislation: The U.S. Environmental Protection Agency in 2000 listed the Lower Duwamish Waterway (LDW) as a Federal Superfund Site. Since that time, the City of Seattle has partnered with King County, the Port of Seattle, and the Boeing Company under the auspices of the Lower Duwamish Waterway Group (LDWG). The LDWG members worked voluntarily under an EPA Administrative Order on Consent (AOC) to conduct the cleanup studies that support EPA’s 2014 final cleanup Record of Decision and to prepare for remedial action in the waterway. The LDWG members and EPA have amended the AOC five times since 2014 to continue investigation and design work to prepare for the cleanup. The City is also involved in cleaning up several upland sites related to the LDW, under separate EPA or Ecology cleanup orders (“Related Sites”).

Since 2000, LDWG members shared costs equally under an interim cost sharing Memorandum of Agreement. A confidential mediation process was conducted to allocate equitable shares of past and future costs among 40-plus potentially responsible parties who contributed to the waterway’s contamination. That 8-year process provided a basis for negotiating settlements among the parties. After two years of negotiations, the parties agreed to settlements that result in most of the parties paying the LDWG members a lump sum for their equitable shares of past and future costs of the remedial work. The payments will go into a trust set up by LDWG to partially fund the remedial work. The balance of the needed funds will be provided by the City, King County and Boeing, plus any funds they succeed in obtaining from additional parties. The City also is eligible for State Remedial Action Grant funding, which reimburses up to 50% of City cleanup costs.

This legislation would authorize the City to commit to actions that will entail the expenditure of funds beyond the current budget cycle, pursuant to the terms of the Consent Decree and settlement agreements with other parties and further orders from federal and state regulatory agencies. It would also authorize SPU and Seattle City Light to accept funds from other parties for the past and future costs of implementing the AOC and the Consent Decree, pursuant to the terms of negotiated settlements with those parties.

The total cost of the LDW cleanup, including design, construction, long-term monitoring and maintenance, and institutional controls, was estimated by EPA as at least \$667,842,290. The City will receive about \$83,034,408 of the funds paid by other parties for future costs according to the settlement agreements. Those funds may only be used to implement the Consent Decree. The City also will pay about \$127,089,399 of the future costs estimated by EPA. The City is eligible for State Remedial Action Grant funding, which reimburses up to 50% of City cleanup costs.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ☐ Yes ☒ No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the City? ☐ Yes ☒ No

The cleanup work is currently underway and required under the Federal Unilateral Administrative Order signed by the City. The Consent Decree requires the same work, with the benefits of facilitating settlements and protections against lawsuits. SCL and SPU have each budgeted for these projects assuming signature of the Consent Decree and pursuit of the associated cost settlements.

3.d. Other Impacts

Does the legislation have other financial impacts to The City of Seattle, including direct or indirect, one-time or ongoing costs, that are not included in Sections 3.a through 3.c? If so, please describe these financial impacts.

No

If the legislation has costs, but they can be absorbed within existing operations, please describe how those costs can be absorbed. The description should clearly describe if the absorbed costs are achievable because the department had excess resources within their existing budget or if by absorbing these costs the department is deprioritizing other work that would have used these resources.

N/A

Please describe any financial costs or other impacts of *not* implementing the legislation.
If the City does not sign the Consent Decree, EPA would likely issue a Unilateral Order requiring the City to implement the same work. That would likely cause the other parties to abandon their settlements because they would not be protected from future lawsuits. The City

would therefore not receive funds from them without litigation, which is costly and has uncertain outcomes.

4. OTHER IMPLICATIONS

- a. Please describe how this legislation may affect any departments besides the originating department.**

Seattle City Light (SCL) is also named in the Consent Decree. SPU and SCL share costs at 85% /15% respectively.

- b. Does this legislation affect a piece of property?**

No.

- c. Please describe any perceived implication for the principles of the Race and Social Justice Initiative.**

- i. How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.**

Communities in the Duwamish Valley are both vulnerable and historically disadvantaged. Signing the Consent Decree would affirm Seattle's 20+ year commitment to correct the historic contamination and associated health risks. Seattle works with its project partners and EPA to implement meaningful public participation in the cleanup including multi-lingual meetings and written materials.

- ii. Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.**

- iii. What is the Language Access Plan for any communications to the public?**
EPA leads public outreach and multilingual communications, including specific communications plans developed for the project.

- d. Climate Change Implications**

- i. Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.**

The cleanup is required by EPA and will proceed regardless of this legislation. The cleanup is a construction project with its own associated short-term construction emissions. The engineering design seeks to minimize these emissions using green remediation best practices.

- ii. Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle's resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**

No effects on resiliency are expected.

- e. **If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals?**

This legislation allows the City to move forward with the planned cleanup under the authority of a Consent Decree. The cleanup goals are identified in EPA's Record of Decision for the cleanup project.

5. CHECKLIST

- ☐ **Is a public hearing required?**
- ☐ **Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required?**
- ☐ **If this legislation changes spending and/or revenues for a fund, have you reviewed the relevant fund policies and determined that this legislation complies?**
- ☐ **Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?**

6. ATTACHMENTS

Summary Attachments:

Summary Exhibit A – Consent Decree

Summary Exhibit B – Response Cost Settlement and Implementation Agreement for Lower Duwamish Waterway Superfund Site

Summary Exhibit C – Settlement Agreement and Mutual Release Between Settling Cash-Out Parties, The Boeing Company, The City of Seattle, and King County

Summary Exhibit D – Settlement Agreement and Mutual Release Between Continental Holdings, Inc., The Boeing Company, The City of Seattle, and King County

Summary Exhibit E – Settlement Agreement Regarding Shared Allocation and Database Costs

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

UNITED STATES OF AMERICA,

STATE OF WASHINGTON

Plaintiffs,

Civil Action No. _____

v.

THE BOEING COMPANY, THE CITY OF
SEATTLE, KING COUNTY, et al.

Defendants.

CONSENT DECREE

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WHEREAS, the United States of America (“United States”), on behalf of the Administrator of the United States Environmental Protection Agency (“EPA”) and the Director of the Washington State Department of Ecology (“Ecology”), filed a Complaint in this matter under sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”) and the Washington State Model Toxics Control Act (“MTCA”), RCW 70A.305.030 and 70A.305.050.

WHEREAS, the United States and State of Washington (“State”) in their Complaint seek, *inter alia*: (1) reimbursement of costs incurred by EPA, the Department of Justice (“DOJ”), and Ecology for response actions at the Lower Duwamish Waterway (“LDW”) Superfund Site in Seattle, WA (“Site”), together with accrued interest; and (2) performance by the defendants of a response action at the Site consistent with the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. Part 300 (“NCP”) and the Washington Administrative Code (“WAC”) sections 173-340 and 173-204.

WHEREAS, in accordance with the NCP and section 121(f)(1)(F) of CERCLA, EPA notified the State on March 20, 2022, of negotiations with potentially responsible parties (“PRPs”) regarding the implementation of the remedial design and remedial action (“RD/RA”) for the Site, and EPA has provided the State with an opportunity to participate in such negotiations and to be a party to this Consent Decree (“Decree”).

WHEREAS, the State has joined with the United States in the Complaint against the Settling Defendants in this Court alleging that the Settling Defendants are liable to the State under section 107 of CERCLA, 42 U.S.C. § 9607, and RCW 70A.305.040.

WHEREAS, in accordance with section 122(j)(1) of CERCLA, EPA notified the National Oceanic and Atmospheric Administration, the United States Fish and Wildlife Service, the Washington State Department of Fish and Wildlife, the Washington State Department of Ecology, the Muckleshoot Indian Tribe, and the Suquamish Indian Tribe of the Port Madison

Reservation on May 20, 2021, of negotiations with PRPs regarding the release of hazardous substances that may have resulted in injury to the natural resources under federal trusteeship and encouraged the trustee(s) to participate in the negotiation of this Decree.

WHEREAS, the Settling Defendants that have entered into this Decree do not admit any liability to Plaintiffs arising out of the transactions or occurrences alleged in the Complaint, nor do they acknowledge that the release or threatened release of hazardous substance(s) at or from the Site constitutes an imminent and substantial endangerment to the public health or welfare or the environment. Settling Federal Agencies do not admit any liability arising out of the transactions or occurrences actually or potentially alleged in any counterclaim or crossclaim that was or could have been asserted by Settling Defendants or in any such claim by the State or any administrative action by EPA.

WHEREAS, in accordance with section 105 of CERCLA, EPA listed the Site on the National Priorities List (“NPL”), set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on September 13, 2001, 66 Fed. Reg. 47,583.

WHEREAS, on December 20, 2000, the City of Seattle, King County, the Port of Seattle, and The Boeing Company (“Respondents”) entered into an *Administrative Order on Consent for Remedial Investigation/Feasibility Study*, U.S. EPA, Region 10 Docket No. CERCLA 10-2001-0055, Ecology Docket No. 00TCPNR-1895 (12/20/2000) (the “RI/FS AOC”) with EPA and Ecology. The RI/FS AOC determined Respondents were each PRPs under Sections 104, 107, and 122 of CERCLA, 42 U.S.C. §§ 9604, 9607, and 9622.

WHEREAS, in response to a release or a substantial threat of a release of hazardous substances at or from the Site, The Boeing Company (“Boeing”), King County, the Port of Seattle, and the City of Seattle completed a Remedial Investigation for the Site in 2010 and a Feasibility Study for the Site in 2012, in accordance with 40 C.F.R. § 300.430.

WHEREAS, in accordance with section 117 of CERCLA and 40 C.F.R § 300.430(f), EPA published notice of the completion of the Feasibility Study and of the proposed plan for remedial action in 2013, in a major local newspaper of general circulation. EPA provided an opportunity for written and oral comments from the public on the proposed plan for remedial action. A copy of the transcript of the public meeting and comments received are available to the public as part of the administrative record upon which the then Associate Director of the Office of Environmental Cleanup, EPA Region 10, based the selection of the response action.

WHEREAS, EPA selected a remedial action to be implemented at the Site, which is embodied in a final Record of Decision, executed on November 21, 2014, on which the State has given its concurrence. The Record of Decision includes a summary of responses to the public comments and a description of any significant changes to the proposed remedy. Notice of the final plan was published in accordance with section 117(b) of CERCLA.

WHEREAS, the RI/FS AOC has been amended five times. The First Amendment, effective March 19, 2013, provides for the performance of the Fisher Study for the LDW. The Second Amendment, effective July 17, 2014, provides for the performance of the Enhanced Natural Recovery (“ENR”)/Activated Carbon (“AC”) pilot study. The Third Amendment, effective April 27, 2016, provides for the performance of pre-remedial design studies. The Fourth Amendment, effective July 9, 2018, provides for the performance of remedial design (“RD”) of the LDW Upper Reach. The Fifth Amendment, effective July 8, 2021, provides for the performance of RD of the LDW Middle Reach. All of the outstanding work of the RI/FS AOC, as amended, is incorporated into and enforceable pursuant to this Consent Decree. The Sixth Amendment provides for the termination of the RI/FS AOC.

WHEREAS, authority is conferred upon the Washington State Attorney General by RCW 70A.305.040(4)(a) to agree to a settlement with any potentially liable person (“PLP”) if, after public notice and any required public meeting, Ecology finds the proposed settlement

would lead to a more expeditious cleanup of hazardous substances. RCW 70A.305.040(4)(b) requires that such a settlement be entered as a consent decree issued by a court of competent jurisdiction.

WHEREAS, Ecology has determined that a release or threatened release of hazardous substances has occurred at the Site that is the subject of this Decree.

WHEREAS, Ecology gave notice by letter, dated August 2, 2000, to each Settling Work Defendant of Ecology's determination that each Settling Defendant was a PLP under RCW 70.105D.040, after notice and opportunity for comment. Although the other Settling Defendants dispute that they are Potentially Liable Parties under MTCA, for the purposes of effectuating this settlement and without admitting liability or the factual basis for Ecology's allegations, all other Settling Defendants acknowledge that, absent this settlement, Ecology could have issued preliminary PLP notice letters to all other Settling Defendants.

WHEREAS, the Site includes locations of operating maritime and related businesses and the Parties recognize the importance of minimizing conflict between implementation of the remedy and existing and reasonably anticipated uses of the Site.

WHEREAS, based on the information currently available, EPA and the State have determined that the Work will be properly and promptly conducted by Settling Work Defendants if conducted in accordance with this Decree.

WHEREAS, on July 18, 2024, EPA issued a Unilateral Administrative Order ("UAO") to the Settling Work Defendants to implement remedial action at the Site before entry of the Consent Decree. As specified in the UAO, it will terminate upon the Effective Date of this Consent Decree.

WHEREAS, based on the non-participation of numerous defunct and/or non-viable potentially responsible parties, EPA has agreed to waive its unreimbursed Past Response Costs,

which total approximately \$6.2 million, and 50% of certain Future Response Cost bills up to a total of \$16.9 million.

WHEREAS, the State has agreed to waive its unreimbursed Past Response Costs.

WHEREAS, the Parties recognize, and the Court by entering this Decree finds, that this Decree has been negotiated by the Parties in good faith, that implementation of this Decree will expedite the cleanup of the Site and will avoid prolonged and complicated litigation between the Parties, and that this Decree is fair, reasonable, in the public interest, and consistent with CERCLA and MTCA.

NOW, THEREFORE, it is hereby **ORDERED** and **DECREED** as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action under 28 U.S.C. §§ 1331, 1367, and 1345, and sections 106, 107 and 113(b) of CERCLA, and personal jurisdiction over the Parties. Venue lies in this District under section 113(b) of CERCLA and 28 U.S.C. §§ 1391(b), and 1395(a), because the Site is located in this judicial district. This Court retains jurisdiction over the subject matter of this action and over the Parties for the purpose of resolving disputes arising under this Decree, entering orders modifying this Decree, or effectuating or enforcing compliance with this Decree. Settling Defendants may not challenge the terms of this Decree or this Court's jurisdiction to enter and enforce this Decree.

II. PARTIES BOUND

2. This Decree is binding upon the United States and the State and upon Settling Defendants and their successors. Unless the United States otherwise consents, (a) any change in ownership or corporate or other legal status of any Settling Defendant, including any transfer of assets, or (b) any Transfer of the Site or any portion thereof, does not alter any of Settling Defendants' obligations under this Decree. Settling Defendants' responsibilities under this Decree cannot be assigned except under a modification executed in accordance with ¶ 94.

3. In any action to enforce this Decree, Settling Defendants may not raise as a defense the failure of any of their officers, directors, employees, agents, contractors, subcontractors, or any person representing Settling Defendants to take any action necessary to comply with this Decree. Settling Defendants shall provide notice of this Decree to each person representing Settling Defendants with respect to the Site or the Work. Settling Work Defendants shall provide notice of this Decree to each contractor performing any Work and shall ensure that notice of the Decree is provided to each subcontractor performing any Work.

III. DEFINITIONS

4. Subject to the next sentence, terms used in this Decree that are defined in CERCLA or the regulations promulgated under CERCLA have the meanings assigned to them in CERCLA and the regulations promulgated under CERCLA. Whenever the terms set forth below are used in this Decree, the following definitions apply:

“Affiliated Contractor” shall mean any business entity that serves as (1) a subcontractor to any of the Settling Work Defendants on any of the Settling Work Defendant’s Federal Contracts, or (2) a prime contractor for Federal Contracts, under which a Settling Work Defendant serves as a subcontractor.

“CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675.

“Consent Decree” or “Decree” means this consent decree, all appendices attached hereto (listed in Section XIX), and all deliverables incorporated into the Decree under ¶ 10.5 of the SOW. If there is a conflict between a provision in Sections I through XXIV and a provision in any appendix or deliverable, the provision in Sections I through XXIV controls.

“Contaminants of Concern (COCs)” for purposes of this Decree are those identified in Section 13.2 of the Record of Decision.

“Day” or “day” means a calendar day. In computing any period under this Decree, the day of the event that triggers the period is not counted and, where the last day is not a working day, the period runs until the close of business of the next working day. “Working day” means any day other than a Saturday, Sunday, or federal or State holiday.

“Double Recovery” shall mean (1) any Third-Party Reimbursement of any of the response costs for response actions taken or to be taken at or in connection with the Site, as specified in the definition of “Matters Addressed” in ¶ 78 of this Consent Decree, reflected by the payment by the United States pursuant to this Consent Decree, and/or (2) any compensation of any kind provided by the United States to any or all of the Settling Work Defendants or Affiliated Contractors for any such response costs reflected by the payment by the United States pursuant to this Consent Decree, including, but not limited to, direct payments, Federal Contract payments or credits, and the compromise of any claims, causes of action, suits, or demands of any kind whatsoever in law or in equity for such response costs, whether asserted against the United States or other persons or entities.

“DOJ” means the United States Department of Justice.

“Earle M. Jorgensen ASAO for Implementation of a Removal Action” shall mean the November 5, 2012 Administrative Agreement and Order on Consent for Removal Action Implementation, In the Matter of Lower Duwamish Waterway Superfund Site Jorgensen Forge Early Action Area, CERCLA Docket Number 10-2013-0032, between EPA and the Settling Defendant Earle M. Jorgensen Company. “Effective Date” means the date upon which the Court’s approval of this Decree is recorded on its docket.

“EPA” means the United States Environmental Protection Agency.

“Ecology” means the State of Washington Department of Ecology and its successor, departments, agencies, or instrumentalities.

“Federal Contract” shall mean any prime contract, subcontract, or any other agreement transferring value between a Settling Work Defendant and a department, agency, or instrumentality of the United States, including, but not limited to, contracts for goods or services, grants, cooperative agreements, project partnership agreements, cost share agreements, or other agreements, regardless of whether the Settling Work Defendant is a prime contractor or subcontractor.

“Fund” means the Hazardous Substance Superfund established under section 9507 of the Internal Revenue Code, 26 U.S.C. § 9507.

“Harbor Island Superfund Site” is the NPL-listed Superfund Site downstream of the Lower Duwamish Waterway Superfund Site that has been divided into seven operable units including, among others, the West Waterway Sediments Operable Unit and East Waterway Sediments Operable Unit.

“Including” means “including but not limited to.”

“Institutional Controls” means proprietary controls (*i.e.*, easements or covenants running with the land that (i) limit land, water, or other resource use, provide access rights, or both and (ii) are created under common law or statutory law by an instrument that is recorded, or for which notice is recorded, in the appropriate land records office) and state or local laws, regulations, ordinances, zoning restrictions, or other governmental controls or notices that: (a) limit land, water, or other resource use to minimize the potential for human exposure to COCs at or in connection with the Site; (b) limit land, water, or other resource use to implement, ensure noninterference with, or ensure the protectiveness of the Remedial Action; (c) provide information intended to modify or guide human behavior at or in connection with the Site; or (d) any combination thereof.

“Interest” means interest at the rate specified for interest on investments of the Fund, as provided under section 107(a) of CERCLA, compounded annually on October 1 of each year.

The applicable rate of interest will be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. As of the date of lodging of this Decree, rates are available online at <https://www.epa.gov/superfund/superfund-interest-rates>.

“Jorgensen Forge Early Action Area” means the Jorgensen Forge Early Action Area (EAA) generally located within and on the eastern side of the Lower Duwamish Waterway Superfund Site between approximately 3.6 and 3.7 river miles south of Harbor Island; the Removal Action Boundary (RAB) for removal action work conducted in 2014 encompasses approximately 1.6 acres, from top of the bank (elev. approx. 19-20 ft MLLW) to and into the federal navigation channel of the Lower Duwamish Waterway, as generally depicted on the maps attached as Appendix C.

“Matters Addressed” are those matters as defined and/or prescribed in ¶ 78.

“MTCA” means the Washington State Model Toxics Control Act, Revised Code of Washington (“RCW”) Chapter 70A.305 and its implementing regulations, the Washington Administrative Code (“WAC”) Chapters 173-340 and 173-204.

“National Contingency Plan” or “NCP” means the National Oil and Hazardous Substances Pollution Contingency Plan promulgated under section 105 of CERCLA, codified at 40 C.F.R. Part 300, and any amendments thereto.

“Owner Settling Party” means the General Services Administration and each of the Parties listed in Appendix D that own or control all or a portion of the Site, any Party other than the United States that subsequently is determined to own or control a portion of the Site, and any department, agency, or instrumentality of the United States that subsequently has landholding authority on behalf of the United States and is determined to have jurisdiction, custody, and control of a portion of the Site.

“Paragraph” or “¶” means a portion of this Decree identified by an Arabic numeral or an upper- or lower-case letter.

“Parties” means the United States, the State, and Settling Defendants.

“Performance Standards” means the cleanup levels and other measures of achievement of the remedial action objectives, as set forth in the ROD.

“Plaintiffs” means the United States and the State.

“Potentially Liable Person” means any person whom Ecology finds, based on credible evidence, to be liable under RCW 70A.305.040.

“RCRA” means the Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992k, (also known as the Resource Conservation and Recovery Act).

“Record of Decision” or “ROD” means the EPA decision document that memorializes the selection of the remedial action relating to the Site, and was signed on November 21, 2014, by the Associate Director of the Office of Environmental Cleanup, EPA Region 10, and all attachments thereto and as modified by an Explanation of Significant Differences signed on September 30, 2021, by the Administrator of the EPA, and all attachments thereto. The Record of Decision is attached as Appendix A.

“Remedial Action” means the remedial action selected in the Record of Decision.

“Remedial Design” means those activities to be undertaken by Settling Work Defendants to develop plans and specifications for implementing the Remedial Action as set forth in the SOW.

“Remedial Action Levels” means those levels described in Table 28 of the Record of Decision.

“Seafood Consumption Institutional Controls” means the response actions required in Section 13.2.4 of the ROD and Sections 1.3 and 5 of the Statement of Work to reduce human health risks from exposure to COCs in resident fish and shellfish by providing information about how much and what types of fish and shellfish are safe to consume, in the form of fish advisories, education, and culturally appropriate and effective outreach programs.

“Seafood Consumption Institutional Controls Program” means the program, organization, or arrangement by which the Seafood Consumption Institutional Controls are developed, tested, and documented in an Institutional Control Implementation and Assurances Plan, implemented, as updated and modified by EPA, and through which periodic surveys are performed to update seafood catch and/or consumption information. The 2019 Institutional Control Implementation and Assurances Plan for Seafood Consumption (“Seafood Consumption ICIAP”) was developed by Public Health – Seattle & King County and approved by EPA. Public Health – Seattle & King County, through a cooperative agreement funded by EPA, currently implements the Seafood Consumption Institutional Controls Program.

“Scope of the Remedy” means the scope of the remedy set forth in ¶ 1.3 of the SOW attached as Appendix B.

“Section” means a portion of this Decree identified by a Roman numeral.

“Settling Defendants” means the parties identified in Appendix D, and includes the Settling Cash-Out Defendants, Settling Funding Defendant, and Settling Work Defendants. As used in this Decree, this definition means all settling defendants, collectively, and each settling defendant, individually.

“Settling Cash-Out Defendants” shall mean those entities listed in Appendix D.

“Settling Funding Defendant” shall mean Continental Holdings, Inc.

“Settling Work Defendants” shall mean those entities listed in Appendix D.

“Settling Work Defendants’ Future Response Costs” shall mean those necessary response costs consistent with the NCP that Settling Work Defendants incur after the Effective Date in implementing this Consent Decree, including, but not be limited to, the costs incurred by Settling Work Defendants pursuant to Section V (Performance of the Work), Section VI (Property Requirements), Section VII (Financial Assurance), and ¶¶ 34 and 35 of Section IX (Payment of Response Costs). Settling Work Defendants’ Future Response Costs do not include costs

incurred by Settling Work Defendants for actions that are not required by this Consent Decree, including, but not limited to, costs incurred for any response actions required under a material modification of this Decree in accordance with ¶ 11.e, and costs incurred to identify or control upland sources of contamination to the Site, to comply with NPDES permits, and to treat stormwater to remove contaminants.

“Settling Work Defendants’ Past Response Costs” shall mean response costs at or in connection with the Site consistent with the NCP incurred by Settling Work Defendants to implement the RI/FS Administrative Order, and to implement the Work prior to the Effective Date of this Consent Decree, including but not limited to work performed to implement the UAO, and do not include costs incurred to identify or control upland sources of contamination to the Site, to comply with NPDES permits, and to treat stormwater to remove contaminants.

“Settling Federal Agencies” means the Department of Defense (i.e., the United States Department of Defense as described in 10 U.S.C. § 111, and its predecessor and successor departments, agencies, or instrumentalities), and the General Services Administration, the Department of Health, Education and Welfare, the Department of Interior, the National Youth Administration, the Public Housing Administration, the Federal Aviation Administration, the Bureau of Indian Affairs, the Veterans Administration, the War Assets Administration, the United States Coast Guard, the Civil Aeronautics Administration, the Works Progress Administration, the Emergency Fleet Corporation, the United States Shipping Board, the Maritime Commission, the Defense Plant Corporation, the Civilian Production Administration, the War Production Board, and the Reconstruction Finance Corporation, including all of those agencies’ predecessor and successor departments, agencies, or instrumentalities.

“Site,” for the purposes of this Consent Decree only, means the portion of the Lower Duwamish Waterway that is below mean higher high water (“MHHW”) and extends south five miles from the southern tip of Harbor Island in Seattle, Washington. The southernmost portion of

the Site is located in Tukwila, Washington. The Site includes slips, inlets, and bays connected to the Lower Duwamish Waterway, and banks and other areas (including areas considered or selected for early action) below MHHW. It does not include downstream or upstream areas (such as the Harbor Island Superfund Site), groundwater, or locations above MHHW. The Site is generally depicted on the map attached as Appendix C.

“Special Account” means the special account, within the Fund, established for the Site by EPA under section 122(b)(3) of CERCLA.

“State” means the State of Washington and all of its agencies, including, but not limited to Ecology, but excluding the Washington State Department of Transportation.

“Statement of Work” or “SOW” means the document attached as Appendix B, which describes the activities Settling Work Defendants must perform to implement and maintain the effectiveness of the Remedial Action.

“State Future Response Costs” means all costs (including costs of direct activities and support costs of direct activities as defined in WAC 173-340-550(2)) that the State will incur for work performed by the State and its contractors for the Site under RCW 70A.305 subsequent to the Effective Date that are consistent with WAC 173-340-550(2). State Future Response Costs also includes all interest charges accrued for the State’s unreimbursed costs, if any, not paid within ninety (90) days of receipt of Ecology’s itemized statement of costs at the rate of twelve percent (12%) per annum, compounded monthly, pursuant to WAC 173-340-550(4).

“State Past Response Costs” means all costs (including costs of direct activities and support costs of direct activities as defined in WAC 173-340-550(2)) that the State has incurred at or in connection with the Site prior to the Effective Date.

“Third-Party Reimbursement” shall mean any payment of, or consideration for, response costs for response actions taken or to be taken at or in connection with the Site, as specified in the definition of “Matters Addressed” in ¶ 78 of this Consent Decree, that a Settling Work

Defendant or an Affiliated Contractor receives from any person or entity other than the United States, including, but not limited to, direct payments, insurance or contract recoveries, the discharge of any debt or obligation, or the satisfaction of any claims, causes of action, suits, or demands of any kind whatsoever in law or in equity.

“Transfer” means to sell, assign, convey, lease, mortgage, or grant a security interest in, or where used as a noun, a sale, assignment, conveyance, or other disposition of any interest by operation of law or otherwise.

“United States” means the United States of America and each department, agency, and instrumentality of the United States, including EPA and the Settling Federal Agencies.

“United States Future Response Costs” means all costs (including direct, indirect, payroll, contractor, travel, and laboratory costs) that the United States: (a) pays between September 30, 2022 and the Effective Date; and (b) pays after the Effective Date, in implementing, overseeing, or enforcing this Decree including: (i) in developing, reviewing, and approving deliverables generated under this Decree; (ii) in overseeing Settling Defendants’ performance of the Consent Decree and Work; (iii) in assisting or taking action to obtain access or use restrictions under ¶ 15; (iv) in securing, implementing, monitoring, maintaining, or enforcing Institutional Controls, including any compensation paid; (v) in taking action under ¶ 28 (Access to Financial Assurance); (vi) in taking response action described in ¶ 74 because of Settling Work Defendants’ failure to take emergency action under ¶ 7.6 of the SOW; (vii) in implementing a Work Takeover under ¶ 14; (viii) in implementing community involvement activities including the cost of any technical assistance grant provided under section 117(e) of CERCLA; (ix) in enforcing this Decree, including all costs paid under Section XII (Dispute Resolution) and all litigation costs; and (x) in conducting periodic reviews in accordance with section 121(c) of CERCLA.

“United States Past Response Costs” means all costs (including direct, indirect, payroll, contractor, travel, and laboratory costs) that the United States paid in connection with the Site through September 30, 2022, plus all interest on such costs accrued under section 107(a) of CERCLA through such date.

“Use Restriction Agreement” means a proprietary control in a form compliant with the Washington Uniform Environmental Covenants Act, Chapter 64.70 RCW.

“Waste Material” means (a) any “hazardous substance” under Section 101(14) of CERCLA; (b) any pollutant or contaminant under section 101(33) of CERCLA; (c) any “solid waste” under section 1004(27) of RCRA; and (d) any hazardous substance under the Washington State Model Toxics Control Act, RCW 70A.305.

“Work” means all obligations of Settling Work Defendants under Sections V (Performance of the Work) through VIII (Indemnification and Insurance).

“Work Takeover” means EPA’s assumption of the performance of any of the Work in accordance with ¶ 14.

IV. OBJECTIVES

5. The objectives of the Parties in entering into this Decree are to protect public health, welfare, and the environment through the design, implementation, and maintenance of a response action at the Site by Settling Defendants, to pay response costs of Plaintiffs, and to resolve and settle the claims of Plaintiffs against Settling Defendants and the claims of the State and Settling Defendants that were or could have been asserted against the United States and/or State with regard to the Site as provided in this Decree.

V. PERFORMANCE OF THE WORK

6. This Decree shall supersede the Fourth and Fifth Amendments to the RI/FS AOC as of the Effective Date for the purpose of governing the completion of response actions required by the RI/FS AOC. As directed in the SOW, Settling Work Defendants shall complete remaining

response actions required by the RI/FS AOC in accordance with the requirements for work performance set forth in the Fourth and Fifth Amendments to the AOC, which are incorporated herein by reference and made integral and enforceable parts of this Decree for this purpose, and according to the schedule for remaining deliverables contained in the SOW Section 4.1. This Decree supersedes the UAO.

7. Settling Work Defendants shall finance, develop, implement, operate, maintain, and monitor the effectiveness of the Remedial Action all in accordance with the SOW, any modified SOW and all EPA-approved, conditionally approved, or modified deliverables as required by the SOW or modified SOW. Each Settling Cash-Out Defendant and Settling Funding Defendant shall satisfy its requirements under Section VI (Property Requirements), ¶ 36 (Payments by Settling Cash-Out Defendants), ¶ 37 (Payments by Settling Funding Defendant), and Section XVII (Records). Settling Federal Agencies shall satisfy their requirements under Section VI (Property Requirements) and ¶ 38 (Payments by Settling Federal Agencies).

8. Nothing in this Decree and no EPA approval of any deliverable required under this Decree constitutes a warranty or representation by EPA or the State that completion of the Work will achieve the Performance Standards.

9. Settling Work Defendants' and Settling Funding Defendant's obligations to finance the Work and to pay amounts due under this Decree are joint and several. In the event of the insolvency of any Settling Work Defendant or Settling Funding Defendant or the failure by any Settling Work Defendant or Settling Funding Defendant to fulfill its payment obligations, the remaining Settling Work Defendants and Settling Funding Defendant shall make the payments.

10. Settling Work Defendants' obligations to perform the Work are joint and several. In the event of the insolvency of any Settling Work Defendant or the failure by any Settling

Work Defendant to participate in the implementation of the Decree, the remaining Settling Work Defendants shall complete the Work.

11. Modifications to the Remedial Action and Further Response Actions

a. Nothing in this Decree limits EPA's authority to modify the Remedial Action or to select further response actions for the Site in accordance with the requirements of CERCLA and the NCP. Nothing in this Decree limits Settling Defendants' rights, under sections 113(k)(2) or 117 of CERCLA, to comment on any modified or further response actions proposed by EPA.

b. If EPA modifies the Remedial Action in order to achieve or maintain the Performance Standards, or both, or to carry out and maintain the effectiveness of the Remedial Action, and such modification is consistent with the Scope of the Remedy, then, upon receipt of notice from EPA and subject to the right to initiate dispute resolution under Section XII within 30 days, Settling Work Defendants shall implement the modification as provided in ¶ 11.d.

c. If EPA selects a further response action for the Site because a reopener condition in ¶ 71 is satisfied, then, upon receipt of notice from EPA and subject to the right to initiate dispute resolution under Section XII within 30 days, Settling Work Defendants shall implement the further response action as provided in ¶ 11.d.

d. Settling Work Defendants shall modify the SOW, or related work plans, or both in accordance with the Remedial Action modification, further response action, or the final resolution of the dispute, whichever applies. The Remedial Action modification or further response action, the approved modified SOW, and any related work plans will be deemed to be incorporated into and enforceable under this Decree.

e. Notwithstanding any other provision in this ¶ 11, any modification to implement an amendment to the Record of Decision that “fundamentally alters the basic features” of the Remedial Action within the meaning of 40 C.F.R. § 300.435(c)(2)(ii) shall be considered a material modification under, and may only be implemented in accordance with, ¶ 94.

12. **Compliance with Applicable Law.** Nothing in this Decree affects Settling Defendants’ obligations to comply with all applicable federal and state laws and regulations. Settling Defendants must also comply with all applicable or relevant and appropriate requirements of all federal and state environmental laws as set forth in the Record of Decision and the SOW. The activities conducted in accordance with this Decree, if approved by EPA, will be deemed to be consistent with the NCP as provided under section 300.700(c)(3)(ii).

13. **Coordination with Owner Settling Parties.** Settling Work Defendants shall notify the Owner Settling Parties of the availability of the draft Phase 2 Data Evaluation Report for the Middle and Lower Reaches and shall provide a briefing to inform them of areas subject to active remediation in the Middle Reach and Lower Reach, with a focus on areas to be capped. EPA will consider information the Settling Work Defendants and the Owner Settling Parties provide to EPA within 30 days of a Phase 2 Data Evaluation Report briefing to evaluate and determine whether water-dependent operations warrant a change from capping to dredging to allow for fewer navigational and/or shipping restrictions on the use of a particular area. Settling Work Defendants shall also provide Owner Settling Parties briefing focused on changes to capped areas when the draft 60% remedial design submittal is provided to EPA, and the Owner Settling Parties may submit comments on that submittal to EPA. Nothing in this Paragraph or this Consent Decree shall provide any Owner Settling Party with a basis to dispute an EPA decision related to implementation of the Work required by this Consent Decree.

14. Work Takeover

a. If EPA determines that Settling Work Defendants (i) have ceased to perform any of the Work required under this Section; (ii) are seriously or repeatedly deficient or late in performing the Work required under this Section; or (iii) are performing the Work required under this Section in a manner that may cause an endangerment to human health or the environment, EPA may issue a notice of Work Takeover to Settling Work Defendants, including a description of the grounds for the notice and a period of time (“Remedy Period”) within which Settling Work Defendants must remedy the circumstances giving rise to the notice. The Remedy Period will be 30 days or longer as prescribed by EPA, in its unreviewable discretion, to account for the circumstances and the time reasonably needed to implement a remedy, and unless EPA determines in its unreviewable discretion that there may be an endangerment, in which case the Remedy Period will be 15 days.

b. If, by the end of the Remedy Period, Settling Work Defendants do not remedy to EPA’s satisfaction the circumstances giving rise to the notice of Work Takeover, EPA may notify Settling Work Defendants and, as it deems necessary, commence a Work Takeover.

c. EPA may conduct the Work Takeover during the pendency of any dispute under Section XII (Dispute Resolution) but shall terminate the Work Takeover if and when: (i) Settling Work Defendants remedy, to EPA’s satisfaction, the circumstances giving rise to the notice of Work Takeover; or (ii) upon the issuance of a final determination under Section XII (Dispute Resolution) that EPA is required to terminate the Work Takeover.

VI. PROPERTY REQUIREMENTS

15. Access Agreements and Use Restriction Agreements

a. As used in this Section, “Affected Property” means any real property, or portion thereof, within the Site where EPA determines, at any time, that any of the following are needed to implement, assure noninterference with, or assure protectiveness of the Remedial Action: access; Institutional Controls for capped areas; land, water, or other resource use restrictions; or any combination thereof.

b. **Access Agreements.** Settling Work Defendants shall use best efforts to secure from the owner(s) of Affected Property and the owner(s) of suitable areas in very close proximity to the contamination to which access is necessary for implementation of response actions required by this Decree, an agreement, enforceable by Settling Work Defendants and by Plaintiffs, requiring such owner(s) to provide Plaintiffs and Settling Work Defendants, and their respective representatives, contractors, and subcontractors with access to such owners’ property in order to conduct any activity at the Site required by the Decree (“Access Agreement”). To the extent practicable while implementing the Work according to the schedule approved by EPA, Access Agreements shall limit access by Settling Work Defendants to reasonable times and require Settling Work Defendants to avoid interference with business operations. Access Agreements also shall provide, unless otherwise agreed by EPA, EPA and Ecology access for the following activities:

- (1) implementing the Work and overseeing compliance with the Decree;
- (2) conducting investigations of contamination at or near the Site;
- (3) assessing the need for, planning, or implementing additional response actions at or near the Site;
- (4) determining whether the Site is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted under the Decree; and

- (5) implementing, monitoring, maintaining, reporting on, and enforcing any land, water, or other resource use restrictions and Institutional Controls for capped areas.

c. **Use Restriction Agreements.** When EPA determines that it is necessary to restrict certain property uses (for example, anchoring, spudding, or certain vessel operations) in order to avoid interference with implementation or maintenance of the Remedial Action or to prevent disturbance or damage to a capped area, Settling Work Defendants shall use best efforts to secure from the owner of the Affected Property a Use Restriction Agreement, pursuant to which the owner commits to refrain from using its property in such a manner. All Use Restriction Agreements shall be recorded by the owner of the Affected Property subject to such restriction.

d. Settling Work Defendants shall provide EPA and the State a copy of each Access Agreement and Use Restriction Agreement required under this ¶ 15. If Settling Work Defendants cannot obtain an Access Agreement or Use Restriction Agreement that meets the requirements of this ¶ 15 through best efforts in a timely manner, they shall notify EPA, and include a description of the steps taken to achieve the requirements. EPA may assist Settling Work Defendants, or take independent action, to obtain an Access Agreement or Use Restriction Agreement that incorporates the provisions listed herein.

e. As used in this Section, “best efforts” means the efforts that a reasonable person in the position of Settling Work Defendants would use to achieve the goal in a timely manner, including employing professional assistance or paying reasonable sums of money to secure Access Agreements or Use Restriction Agreements.

16. **Affirmative Obligation for Access by Owner Settling Parties.** The Owner Settling Parties shall provide Plaintiffs and the Settling Work Defendants, and their representatives, contractors, and subcontractors with access to their Affected Property(ies) and suitable areas in very close proximity to the contamination to which access is necessary for implementation of response actions required by this Decree according to the provisions in ¶ 15.b.

17. **Affirmative Obligation for Use Restrictions by Owner Settling Parties.** The Owner Settling Parties shall refrain from using their Affected Property(ies) within the Site in any manner that EPA determines will pose an unacceptable risk to human health or to the environment because of exposure to COCs, or will interfere with or adversely affect the implementation, integrity, or protectiveness of the Remedial Action, including through recording Use Restriction Agreement(s) as provided pursuant to ¶ 15.c. If an Owner Settling Party would like to conduct an activity at its Affected Property that could disturb a capped area, the Owner Settling Party shall, in addition to obtaining all applicable federal, state, or local permits or approvals, provide EPA with a proposal, for EPA review and approval, pursuant to Section XVIII (Notices and Submissions) of this Decree that describes how the activity will be conducted, including how releases of COCs will be controlled during the activity and how the capped area will be restored after the activity is completed.

18. If EPA determines in a decision document prepared in accordance with the NCP that Institutional Controls (in the form of state or local laws, regulations, ordinances, zoning restrictions, or other governmental controls or notices) for capped areas are appropriate for any Affected Property, Settling Work Defendants shall cooperate with EPA's efforts to secure and ensure compliance with such Institutional Controls.

19. **Notice to Successors-in-Title.**

a. Each Owner Settling Party, except lessees and the General Services Administration and any other department, agency or instrumentality of the

United States that becomes an Owner Settling Party, shall, within 30 days after the Effective Date, submit for EPA approval a notice to be recorded regarding its property(ies) at the Site in the appropriate land records. This requirement to provide notice within 30 days of the Effective Date does not apply to properties that are not known to be an Affected Property on the Effective Date. For properties identified after the Effective Date to be an Affected Property, such notice by Owner Settling Party shall be submitted to EPA within 30 days after that identification. The notice must: (1) include a proper legal description of the property(ies); (2) provide notice to all successors-in-title: (i) that the property is part of, or affected by, the Site; (ii) that EPA has selected a remedy for the Site; and (iii) that potentially responsible parties have entered into a Decree requiring implementation of such remedy; and (3) identify the U.S. District Court in which the Decree was filed, the name and civil action number of this case, and the Effective Date of the Decree. Owner Settling Parties shall record the notice within 10 days after EPA's approval of the notice and submit to EPA a copy of the recorded notice, which includes an acknowledgement that it has been recorded by the appropriate land records office, within 14 days of recording.

b. Any Owner Settling Party, except the General Services Administration and any other department, agency or instrumentality of the United States that becomes an Owner Settling Party, shall, prior to entering into a contract to Transfer any interest in its property that is part of the Site, or 60 days prior to a Transfer of such property(ies), whichever is earlier:

- (1) Notify the proposed transferee that EPA has selected a remedy regarding the Site, that potentially responsible parties have entered into a Consent Decree requiring implementation of such remedy, and that the United

States District Court has entered the Decree (identifying the name and civil action number of this case and the date the Court entered the Decree);

- (2) Notify EPA and the State of the name and address of the transferee and provide EPA and the State with a copy of the notice that it provided to the transferee; and
- (3) Provide a copy of this Decree to any prospective purchaser, lessee, transferee, assignee, or other successor in said interest, notify all transferee(s) of the restrictions on the activities and uses of the property under this Decree, and incorporate any such access authorizations and use restrictions into the transfer documents.

20. **Settling Federal Agencies Acknowledgement.** The United States acknowledges that each department, agency, or instrumentality of the United States is subject to section 120(h) of CERCLA, as applicable, and use restrictions may be required for any property within the Site transferred to a non-federal entity in accordance with section 120(h)(3)(C)(II). In addition, the General Services Administration will provide notice to EPA 60 days prior to any transfer of custody and accountability to another federal agency and the transfer documents will include a notice of EPA's selected remedy and the restrictions on the activities and use of the property at the Site.

21. Notwithstanding any provision of the Decree, EPA and the State retain all of their access authorities and rights, as well as all of their rights to require land, water, or other resource use restrictions and Institutional Controls, including related enforcement authorities, under CERCLA, RCRA, and any other applicable statute or regulations.

VII. FINANCIAL ASSURANCE

22. To ensure completion of the Work required under Section V, Settling Work Defendants shall secure financial assurance, initially in the amount of \$667,842,290 ("Estimated

Cost of the Work”) for the benefit of EPA. The financial assurance must: (i) be one or more of the mechanisms listed below, in a form substantially identical to the relevant sample documents available from EPA; and (ii) be satisfactory to EPA. As of the date of lodging of this Decree, the sample documents can be found under the “Financial Assurance - Settlements” category on the Cleanup Enforcement Model Language and Sample Documents Database at <https://cfpub.epa.gov/compliance/models/>. Settling Work Defendants may use multiple mechanisms if they are limited to surety bonds guaranteeing payment, letters of credit, trust funds, insurance policies, or some combination thereof, or as otherwise provided below. The following are acceptable mechanisms:

- a. a surety bond guaranteeing payment, performance of the Work, or both, that is issued by a surety company among those listed as acceptable sureties on federal bonds as set forth in Circular 570 of the U.S. Department of the Treasury;
- b. an irrevocable letter of credit, payable to EPA or at the direction of EPA, that is issued by an entity that has the authority to issue letters of credit and whose letter-of-credit operations are regulated and examined by a federal or state agency;
- c. a trust fund established for the benefit of EPA that is administered by a trustee that has the authority to act as a trustee and whose trust operations are regulated and examined by a federal or state agency;
- d. a policy of insurance that provides EPA with acceptable rights as a beneficiary thereof and that is issued by an insurance carrier that has the authority to issue insurance policies in the applicable jurisdiction(s) and whose insurance operations are regulated and examined by a federal or state agency;
- e. a demonstration by one or more Settling Work Defendants that they meet the relevant test criteria of ¶ 23, accompanied by a standby funding

commitment that requires the affected Settling Work Defendants to pay funds to or at the direction of EPA, up to the amount financially assured through the use of this demonstration in the event of a Work Takeover;

f. a guarantee to fund or perform the Work executed in favor of EPA by a company: (1) that is a direct or indirect parent company of a Settling Defendant or has a “substantial business relationship” (as defined in 40 C.F.R. § 264.141(h)) with a Settling Work Defendant; and (2) demonstrates to EPA’s satisfaction that it meets the financial test criteria of ¶ 23; or

g. a demonstration by one or more local government Settling Work Defendant(s) that it meets the relevant test criteria of ¶ 25.

23. Settling Work Defendants seeking to provide financial assurance by means of a demonstration or guarantee under ¶ 22.e or ¶ 22.f must, within 45 days after the Effective Date:

a. demonstrate that:

(1) the affected Settling Work Defendant or guarantor has:

- i. two of the following three ratios: a ratio of total liabilities to net worth less than 2.0; a ratio of the sum of net income plus depreciation, depletion, and amortization to total liabilities greater than 0.1; and a ratio of current assets to current liabilities greater than 1.5; and
- ii. net working capital and tangible net worth each at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; and
- iii. tangible net worth of at least \$10 million; and

- iv. assets located in the United States amounting to at least 90 percent of total assets or at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; or
- (2) the affected Settling Work Defendant or guarantor has:
- i. a current rating for its senior unsecured debt of AAA, AA, A, or BBB as issued by Standard and Poor's or Aaa, Aa, A or Baa as issued by Moody's; and
 - ii. tangible net worth at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; and
 - iii. tangible net worth of at least \$10 million; and
 - iv. assets located in the United States amounting to at least 90 percent of total assets or at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee.
- b. submit to EPA for the affected Settling Work Defendant or guarantor: (1) a copy of an independent certified public accountant's report of the entity's financial statements for the latest completed fiscal year, which must not express an adverse opinion or disclaimer of opinion; and (2) a letter from its chief financial or operating officer and a report from an independent certified public accountant substantially identical to the sample letter and reports available from

EPA. As of the date of lodging of this Decree, a sample letter and report are available under the “Financial Assurance - Settlements” subject list category on the Cleanup Enforcement Model Language and Sample Documents Database at <https://cfpub.epa.gov/compliance/models/>.

24. Settling Work Defendants providing financial assurance by means of a demonstration or guarantee under ¶ 22.e or ¶ 22.f must also:
- a. annually resubmit the documents described in ¶ 23.b within 90 days after the close of the affected Settling Work Defendant’s or guarantor’s fiscal year;
 - b. notify EPA within 30 days after the affected Settling Work Defendant or guarantor determines that it no longer satisfies the relevant financial test criteria and requirements set forth in this Section; and
 - c. provide to EPA, within 30 days of EPA’s request, reports of the financial condition of the affected Settling Work Defendant or guarantor in addition to those specified in ¶ 23.b; EPA may make such a request at any time based on a belief that the affected Settling Work Defendant or guarantor may no longer meet the financial test requirements of this Section.
25. A local government Settling Work Defendant seeking to provide financial assurance by means of a demonstration under ¶ 22.g must, within 45 days after the Effective Date:
- a. demonstrate that:
 - (1) the local government Settling Work Defendant providing the demonstration is a local government unit (for example a United States city or county).

- (2) if the local government Settling Work Defendant providing the demonstration has outstanding, rated, general obligation bonds that are not secured by insurance, a letter of credit, or other collateral or guarantee, it must have a current rating of Aaa, Aa, A, or Baa, as issued by Moody's, or AAA, AA, A, or BBB, as issued by Standard and Poor's on all such bonds; or
- (3) each of the following financial ratios based on that local government Settling Work Defendant's most recent audited annual financial statement: a ratio of cash plus marketable securities to total expenditures greater than or equal to 0.05; and a ratio of annual debt service to total expenditures less than or equal to 0.20.

b. The local government Settling Work Defendant providing the demonstration must prepare its financial statements in conformity with Generally Accepted Accounting Principles for governments and have its financial statements audited by an independent certified public accountant (or the Washington State Auditor).

c. The local government Settling Work Defendant providing the demonstration must not (1) be currently in default on any outstanding general obligation bonds; (2) must not have any outstanding general obligation bonds rated lower than Baa as issued by Moody's or BBB as issued by Standard and Poor's; (3) must not have operated at a deficit equal to five percent or more of total annual revenue in each of the past two fiscal years; and (4) must not have received an adverse opinion, disclaimer of opinion, or other qualified opinion from the independent certified public accountant (or the Washington State Auditor) auditing its financial statement as required under ¶ 25.b (except for qualifications that are

immaterial or deemed insufficient to warrant disallowance of use of the test by the EPA).

d. The following terms used in this section are defined as follows:

(1) Deficit equals total annual revenues, minus total annual expenditures, measured on a government-wide basis; (2) Total annual revenues includes all revenues recognized in a fiscal year under applicable accounting principles, from all taxes, fees, charges, and other sources of income, including all utility gross revenues, plus any reserves or fund balance applied or used in that year, but does not include the proceeds from borrowing for capital purposes or revenues realized from asset sales; (3) Total annual expenditures includes all expenditures made during a fiscal year, excluding capital outlays and excluding funds applied to debt repayment and costs of debt issuance; (4) Cash plus marketable securities is all the cash plus marketable securities held by the local government Settling Work Defendant on the last day of a fiscal year, excluding cash and marketable securities designated to satisfy past obligations such as pensions or held by a trustee on behalf of the local government Settling Work Defendant; and (5) Debt service is the amount of principal and interest due on a debt obligation in a given time period, typically the current year.

e. The local government Settling Work Defendant providing the demonstration must place a reference to the estimated cost of the Work assured through the financial test into its next annual comprehensive financial report (“ACFR”) after the Effective Date.

f. The amount that can be financially assured by this financial test mechanism by a local government Settling Work Defendant is determined as follows:

- (1) If the local government Settling Work Defendant does not assure other environmental obligations through a financial test, the estimated cost of the Work may equal up to 43 percent of the local government Settling Work Defendant's total annual revenue.
- (2) If the local government Settling Work Defendant assures any other environmental obligations through a financial test, it must add those costs to the estimated cost of the Work it seeks to assure under this Paragraph. The total that may be assured must not exceed 43 percent of the local government Settling Work Defendant's total annual revenue.

g. A local government Settling Work Defendant providing the demonstration under this section must provide the following documents within 45 days of the Effective Date. These documents must also be resubmitted annually, within 270 days following the close of the local government Settling Work Defendant's fiscal year, until the financial assurance requirements are released, or an alternative instrument is accepted by EPA.

- (1) A letter signed by the local government Settling Work Defendant's Director of Finance or other official serving as chief financial or operating officer that: lists all the current cost estimates covered by a financial test, as described in ¶ 25.f of this section; provides evidence and certifies that the local government Settling Work Defendant meets the conditions of ¶ 25.a(1) and either ¶ 25.a(2) or ¶ 25.a(3) of this ¶ 25; and certifies that the local government Settling Work Defendant is in compliance with all conditions of this section;
- (2) The local government Settling Work Defendant's independently audited year-end financial statements for the latest fiscal year, including the

unqualified opinion of the auditor who must be an independent, certified public accountant or an appropriate State agency that conducts equivalent comprehensive audits;

- (3) A report to the local government Settling Work Defendant from the local government Settling Work Defendant's independent certified public accountant ("CPA") or the appropriate State agency based on performing an agreed upon procedures engagement relative to the financial ratios required by ¶ 25.a(3), if applicable, and the requirements of ¶ 25.f(1) or f(2). The CPA or State agency's report should state the procedures performed and the CPA or State agency's findings. If the financial ratios under ¶ 25.a(3) are not applicable, then the foregoing requirement may be satisfied by a certificate provided by the local government Settling Work Defendant's Chief Financial or Operating Officer, in reliance upon audited financial statements, attesting that the requirements of ¶ 25.f(1) or 25.f(2), as applicable, have been satisfied; and
- (4) A copy of the annual comprehensive financial report used to comply with ¶ 25.e of this section or certification that the requirements of General Accounting Standards Board Statement 18 have been met.

26. Settling Work Defendants shall select and present to EPA for its approval a draft of the form of Settling Defendants' financial assurance at any time prior to, but not later than, 14 days after the Effective Date. Settling Work Defendants shall, within the later of 45 days after EPA approval of the form of the financial assurance or 14 days after the Effective Date, secure all executed or otherwise finalized mechanisms or other documents consistent with the EPA-approved form of financial assurance and shall submit such mechanisms and documents to the Regional Financial Management Officer, DOJ, EPA, and the State in accordance with ¶ 92.

27. Settling Work Defendants shall diligently monitor the adequacy of the financial assurance. If any Settling Work Defendant becomes aware of any information indicating that the financial assurance provided under this Section is inadequate or otherwise no longer satisfies the requirements of this Section, such Settling Work Defendant shall notify EPA of such information within 10 days. If EPA determines that the financial assurance provided under this Section is inadequate or otherwise no longer satisfies the requirements of this Section, EPA will notify the affected Settling Work Defendant of such determination. Settling Work Defendants shall, within 30 days after notifying EPA or receiving notice from EPA under this Paragraph, secure and submit to EPA for approval a proposal for a revised or alternative financial assurance mechanism that satisfies the requirements of this Section. EPA may extend this deadline for such time as is reasonably necessary for the affected Settling Work Defendant, in the exercise of due diligence, to secure and submit to EPA a proposal for a revised or alternative financial assurance mechanism, not to exceed 60 days. Settling Work Defendants shall follow the procedures of ¶ 29 in seeking approval of, and submitting documentation for, the revised or alternative financial assurance mechanism. Settling Work Defendants' inability to secure financial assurance in accordance with this Section does not excuse performance of any other requirement of this Decree.

28. Access to Financial Assurance

a. If EPA issues a notice of a Work Takeover under ¶ 14.b, then, in accordance with any applicable financial assurance mechanism including the related standby funding commitment(s), EPA may require that any funds guaranteed be paid in accordance with ¶ 28.d.

b. If EPA is notified that the issuer of a financial assurance mechanism intends to cancel the mechanism, and the affected Settling Work Defendant fails to provide an alternative financial assurance mechanism in

accordance with this Section at least 90 days prior to the cancellation date, the funds guaranteed under such mechanism must be paid prior to cancellation in accordance with ¶ 28.d.

c. If, upon issuance of a notice of a Work Takeover under ¶ 14.b, either: (1) EPA is unable for any reason to promptly secure the resources guaranteed under any applicable financial assurance mechanism, whether in cash or in kind, to continue and complete the Work; or (2) the financial assurance is a demonstration or guarantee under ¶ 22.e, 22.f, or 22.g, then EPA is entitled to demand an amount, as determined by EPA, sufficient to cover the cost of the Work to be taken over. Settling Work Defendants' obligation to pay the demanded amount is joint and several, however, EPA will accept payment by each of the Settling Work Defendants of its own share of such costs as well as its proportion of shares of such costs for which other parties are responsible to reimburse Settling Work Defendants, the total of which will be 100% of the demanded costs. Payments shall be made within 30 days of the demand except for amounts exceeding the current budget authority of the responsible departments for the City of Seattle and King County. For amounts exceeding current budget authority, the City of Seattle and King County shall immediately initiate the steps necessary to obtain sufficient budget authority. Payment of the remaining amounts shall be made no later than 30 days after the necessary budget authority has been enacted and in any event within 120 days of the demand unless an alternative payment schedule is approved by EPA.

d. Any amounts required to be paid under this ¶ 28 must be, as directed by EPA: (i) paid to EPA in order to facilitate the completion of the Work by EPA or by another person; or (ii) deposited into an interest-bearing account, established at a duly chartered bank or trust company that is insured by the FDIC, in

order to facilitate the completion of the Work by another person. If payment is made to EPA, EPA may deposit the payment into the Fund or into the Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the Fund.

29. **Modification of Amount, Form, or Terms of Financial Assurance.** Beginning after the first anniversary of the Effective Date, and no more than once per calendar year, Settling Work Defendants may submit a request to change the form, terms, or amount of the financial assurance mechanism. Any such request must be submitted to EPA in accordance with ¶ 26 and must include an estimate of the cost of the remaining Work, an explanation of the basis for the cost calculation, and a description of the proposed changes, if any, to the form or terms of the financial assurance. EPA will notify Settling Work Defendants of its decision regarding the request. Settling Work Defendants may initiate dispute resolution under Section XII regarding EPA's decision within 30 days after receipt of the decision. Settling Work Defendants may modify the form, terms, or amount of the financial assurance mechanism only: (a) in accordance with EPA's approval; or (b) in accordance with any resolution of a dispute under Section XII. The affected Settling Work Defendant(s) shall submit to EPA, within 30 days after receipt of EPA's approval or consistent with the terms of the resolution of the dispute, documentation of the change to the form, terms, or amount of the financial assurance.

30. **Release, Cancellation, or Discontinuation of Financial Assurance.** Settling Work Defendants may release, cancel, or discontinue any financial assurance provided under this Section only: (a) if EPA issues a Certification of Work Completion under ¶ 7.10 of the SOW; (b) in accordance with EPA's approval of such release, cancellation, or discontinuation; or (c) if there is a dispute regarding the release, cancellation, or discontinuance of any financial assurance, in accordance with the agreement, final administrative decision, or final judicial decision resolving such dispute under Section XII.

VIII. INDEMNIFICATION AND INSURANCE

31. Indemnification

a. Plaintiffs do not assume any liability by entering into this Decree or by virtue of any designation of Settling Work Defendants as EPA's and the State's authorized representatives under section 104(e)(1) of CERCLA. To the extent permitted by law, Settling Work Defendants shall indemnify and save and hold harmless Plaintiffs and their officials, agents, employees, contractors, subcontractors, and representatives for or from any claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Settling Work Defendants, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on Settling Work Defendants' behalf or under their control, in carrying out activities under this Decree, including any claims arising from any designation of Settling Work Defendants as EPA's and the State's authorized representatives under section 104(e)(1) of CERCLA. Further, to the extent permitted by law, Settling Work Defendants agree to pay Plaintiffs all costs they incur including attorneys' fees and other expenses of litigation and settlement arising from, or on account of, claims made against Plaintiffs based on negligent or other wrongful acts or omissions of Settling Work Defendants, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control in carrying out activities under this Decree. Plaintiffs may not be held out as a party to any contract entered into by or on behalf of Settling Work Defendants in carrying out activities under this Decree. The Settling Work Defendants and any such contractor may not be considered an agent of Plaintiffs.

b. Each Plaintiff shall give Settling Work Defendants notice of any claim for which such Plaintiff plans to seek indemnification in accordance with this ¶ 31 and shall consult with Settling Work Defendants prior to settling such claim.

32. Settling Defendants covenant not to sue and shall not assert any claim or cause of action against Plaintiffs for damages or reimbursement or for set-off of any payments made or to be made to Plaintiffs, arising from or on account of any contract, agreement, or arrangement between any one or more of the Settling Defendants and any person for performance of Work or other activities on or relating to the Site, including claims on account of construction delays. In addition, Settling Work Defendants shall indemnify and save and hold Plaintiffs harmless with respect to any claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between any one or more of the Settling Work Defendants and any person for performance of work at or relating to the Site, including claims on account of construction delays.

33. **Insurance.** Settling Work Defendants shall secure, by no later than 15 days before commencing any on-Site Work, the following insurance: (a) commercial general liability insurance with limits of liability of \$1 million per occurrence; (b) automobile liability insurance with limits of liability of \$1 million per accident; and (c) umbrella liability insurance with limits of liability of \$5 million in excess of the required commercial general liability and automobile liability limits. The insurance policy must name Plaintiffs as additional insured with respect to all liability arising out of the activities performed by or on behalf of Settling Work Defendants under this Decree. Settling Work Defendants shall maintain this insurance until the first anniversary after issuance of EPA's Certification of Remedial Action Completion under ¶ 7.9 of the SOW. In addition, for the duration of this Decree, Settling Work Defendants shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations

regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Settling Work Defendants in furtherance of this Decree. Prior to commencement of the Work, Settling Work Defendants shall provide to EPA certificates of such insurance and a copy of each insurance policy. Settling Work Defendants shall resubmit such certificates and copies of policies each year on the anniversary of the Effective Date. If Settling Work Defendants demonstrate by evidence satisfactory to EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering the same risks but in a lesser amount, then, with respect to that contractor or subcontractor, Settling Work Defendants need provide only that portion of the insurance described above that is not maintained by the contractor or subcontractor. Settling Work Defendants shall ensure that all submittals to EPA under this Paragraph identify the Lower Duwamish Waterway Superfund Site, Seattle, Washington, and the civil action number of this case.

IX. PAYMENTS FOR RESPONSE COSTS

34. Payments by Settling Work Defendants for United States Future Response Costs

a. **Periodic EPA Bills.** On a periodic basis, EPA will send Settling Work Defendants a bill for United States Future Response Costs, including a "SCORPIOS Report" or other standard cost summary listing direct and indirect costs paid by EPA, its contractors, subcontractors, and DOJ. Settling Work Defendants may initiate a dispute under Section XII regarding a United States Future Response Cost billing, but only if the dispute relates to one or more of the following issues: (i) whether EPA has made an arithmetical error; (ii) whether EPA has included a cost item that is not within the definition of United States Future Response Costs; or (iii) whether EPA has paid excess costs as a direct result of an EPA action that was inconsistent with a specific provision or provisions of the NCP.

Settling Work Defendants must specify in the Notice of Dispute the contested costs and the basis for the objection.

b. **Payment of EPA Bill.** Settling Work Defendants shall pay all United States Future Response Costs that EPA incurs in implementing the Seafood Consumption Institutional Controls Program and shall pay 50% of each bill for all other United States Future Response Costs they receive until EPA has forgiven \$16.9 million in billed United States Future Response Costs. Thereafter, Settling Work Defendants shall pay EPA for all United States Future Response Costs which EPA incurs. In addition, if EPA conducts a Work Takeover pursuant to ¶ 14 Settling Work Defendants shall pay 100% of all United States Future Response Costs EPA incurs conducting said Work Takeover. Settling Work Defendants shall pay the bill, or if they initiate dispute resolution, the uncontested portion of the bill, if any, within 45 days after receipt of the bill. Settling Work Defendants shall pay the contested portion of the bill determined to be owed, if any, within 45 days after the determination regarding the dispute. Each payment for: (i) the uncontested bill or portion of bill, if late, and (ii) the contested portion of the bill determined to be owed, if any, must include an additional amount for Interest accrued from the date of receipt of the bill through the date of payment. Settling Work Defendants shall make payment at <https://www.pay.gov> using the “EPA Miscellaneous Payments Cincinnati Finance Center” link, and include references to the Site/Spill ID and DJ numbers listed in ¶ 92 and the purpose of the payment. Settling Work Defendants shall send notices of this payment to DOJ and EPA in accordance with ¶ 92.

35. **Payments by Settling Work Defendants for State Future Response Costs**

a. **Payment of State Future Response Costs.** Settling Work Defendants shall pay to Ecology the State Future Response Costs incurred by

Ecology pursuant to this Decree and consistent with WAC 173-340-550(2). These costs shall include work performed by Ecology or its contractors for, or on, the Site under RCW 70A.305, including remedial actions, oversight, and administration.

These costs are for work performed subsequent to the entry of this Decree.

Ecology's costs shall include costs of direct activities and support costs of direct activities as defined in WAC 173-340-550(2). For all costs incurred, Settling Work Defendants shall pay the required amount within 45 days of receiving from Ecology an itemized statement of costs that includes a summary of costs incurred, an identification of involved staff, and the amount of time spent by involved staff members on the project. A general statement of work performed will be provided upon request. Itemized statements shall be prepared quarterly. Pursuant to WAC 173-340-550(4), failure to pay Ecology's costs within 90 days of receipt of the itemized statement of costs will result in interest charges at the rate of twelve percent (12%) per annum, compounded monthly.

b. **Payment of State Bill.** Settling Work Defendants shall make payments to the State of Washington in the form of a certified check payable to the "Model Toxics Control Capital Account" at Washington State Department of Ecology, Cashiering Unit, PO Box 47611, Olympia, WA 98504-7611.

36. **Payments by Settling Cash-Out Defendants.** Within 30 days after the Effective Date, or as otherwise provided in Appendix D, Settling Cash-Out Defendants shall deposit into an account as specified by Settling Work Defendants and as approved by EPA the amounts listed in Appendix D in contribution towards Settling Work Defendants' Future Response Costs and provide notice to EPA of the payments made, consistent with Section XVIII (Notices and Submissions). No Settling Cash-Out Defendant shall be responsible for any payment required of any other party.

37. **Payments by Settling Funding Defendant.** Settling Funding Defendant shall deposit in an account(s) as specified by Settling Work Defendants and as approved by EPA amounts as determined pursuant to Appendix D in contribution towards Settling Work Defendants' Future Response Costs, including Settling Work Defendants' obligations to pay United States Future Response Costs and State Future Response Costs pursuant to this Section, and provide notice to EPA of the payments made, consistent with Section XVIII (Notices and Submissions).

38. **Responsibility for Payments by Settling Federal Agencies**

a. As soon as reasonably practicable after the Effective Date, the United States, on behalf of Settling Federal Agencies, shall pay to Settling Work Defendants \$140,000,000.00 for Settling Work Defendants' Past Response Costs and Settling Work Defendants' Future Response Costs by Automated Clearing House ("ACH") Electronic Funds Transfer in accordance with instructions provided by Settling Work Defendants on or before the Effective Date that specify the following funds transfer information.

EFT Payable to: *****

Bank Name: *****

Bank address: *****

ABA Routing Number: *****

Account number: *****

Name & Type of account: *****

Taxpayer ID #: *****

b. **Interest.** If any payment required by ¶ 38.a is not made within 120 days after the Effective Date, or within 120 days after the Settling Work Defendants provide full and correct payment instructions, whichever is later, the

United States, on behalf of Settling Federal Agencies, shall pay Interest on the unpaid balance, with such Interest commencing on the 121st day after the Effective Date and accruing through the date of the payment.

c. The Settling Federal Agencies' payments under this Decree can only be paid from appropriated funds legally available for such purpose. Nothing in this Decree constitutes a commitment or requirement that any Settling Federal Agency obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable provision of law.

39. No Double Recovery

a. As a matter of comity in this particular case between the United States and the City of Seattle and King County, requirements in this Consent Decree regarding Third Party Reimbursements do not apply to the City of Seattle or King County. For purposes of this particular case only, payments by any of the entities and individuals listed on Appendix F of this Consent Decree for response costs at or in connection with the Site shall not be treated in this Consent Decree as Third-Party Reimbursements to Boeing. Disbursements made under Section X of this Consent Decree (Disbursement of Special Account Funds) shall not be treated as Double Recovery in this Consent Decree as to the City of Seattle, King County, or Boeing.

b. Except for the Double Recovery that was received by Boeing and then reimbursed to the United States by Boeing on January 10, 2019, pursuant to the consent decree entered on Dec. 20, 2018 in *The Boeing Co. v. United States*, Case No. 18-0567-JCC (W.D. Wash.), Boeing hereby warrants that it has not sought or received, and shall not in the future seek or receive, any Double Recovery. With regard to Federal Contracts, if any, the other Settling Work Defendants hereby

warrant that they have not sought or received, and shall not in the future seek or receive, any Double Recovery.

Each Settling Work Defendant shall take additional steps necessary to ascertain the amount of charges, if any, to the United States for response costs for response actions taken or to be taken at or in connection with the Site, as specified in the definition of “Matters Addressed” in ¶ 78 of this Consent Decree, in contracts with the United States for the contract performance periods prior to the Effective Date of this Consent Decree, if any, and, within 180 days of the date of entry of this Consent Decree, each Settling Work Defendant shall identify said amounts in a notice to the United States and shall pay the United States dollar for dollar the amount of any such response costs that may have been charged to Federal Contracts. Said payments shall be made: in the form of credits on ongoing Federal Contracts between the Settling Work Defendant and the United States Army Corps of Engineers or the United States Department of Defense (which includes any other component, office, agency, command, or instrumentality thereof), with said Federal Contracts to be identified by the Department of Defense; or, at the option of the Department of Defense, in such other form as the Department of Defense directs.

c. With the exception of disbursements made under Section X (Disbursement of Special Account Funds) and payments by any of the entities and individuals listed on Appendix F of this Consent Decree for response costs at or in connection with the Site, Boeing shall not include in any claim, contract charge, reimbursement request, or invoice to the United States any response costs for response actions taken or to be taken at or in connection with the Site, as specified in the definition of “Matters Addressed” in ¶ 78 of this Consent Decree, for which

Boeing has received payment or for which Boeing has received credit toward its share of the Settling Work Defendants' Past Response Costs or Settling Work Defendants' Future Response Costs, either under this Decree or through Third-Party Reimbursement, whether such a claim, charge, request, or invoice is submitted pursuant to any Federal Contract, or any claim, cause of action, suit, or demand of any kind whatsoever in law or in equity. All such costs, whether direct or indirect, shall be deemed to be and shall be identified in Boeing's accounting system as "mutually agreed to be unallowable" costs subject to Federal Acquisition Regulation ("FAR") 31.201-6, Accounting for Unallowable Costs, and Cost Accounting Standard ("CAS") 405 (including any subsequent amendments or modifications to FAR 31.201-6 and CAS 405) and thus excluded from any billing, claim, or proposal applicable to any Federal Contracts, including, but not limited to, any final billing, final contract cost proposal, or final overhead rate proposal.

d. Each Settling Work Defendant shall not claim or receive response costs for response actions taken or to be taken in connection with the Site, as specified in the definition of Matters Addressed, pursuant to any indemnification, hold-harmless, or other provision in any Federal Contract.

e. Each Settling Work Defendant shall comply with CAS 405 (including any subsequent amendments or modifications thereto) when accounting for unallowable costs in any billing, claim, or proposal applicable to any Federal Contract. CAS 405 shall apply even if the Settling Work Defendant is not otherwise subject to CAS.

f. Any costs rendered unallowable under the terms of this Consent Decree, if included by a Settling Work Defendant in any billing, claim or proposal applicable to any Federal Contract and not returned in accordance with

¶ 39.g below shall be deemed to be costs that have been “determined to be unallowable” and therefore subject to penalties within the meaning of FAR 42.709-1, clause 52.242-3 (Penalties for Unallowable Costs), and related provisions.

g. The Settling Work Defendants shall provide a complete copy of this Consent Decree to the administrative contracting officials of the United States with cognizance over future response costs related to response actions taken or to be taken at or in connection with the Site, as specified in the definition of Matters Addressed, and to the responsible official or employee of the Settling Work Defendant with the responsibility for implementing the obligations or requirements of this Consent Decree.

h. In the event that a Settling Work Defendant or an Affiliated Contractor receives a Double Recovery under part (2) of the definition of Double Recovery set forth above, within 90 days after such receipt, the Settling Work Defendant shall repay the United States dollar for dollar in the amount of the Double Recovery (e.g., the full amount received pursuant to a Federal Contract); in addition, Boeing shall credit the United States 12.25% for all sums that Boeing receives as a Third-Party Reimbursement or for which Boeing has received credit toward its share of the Settling Work Defendants’ Past Response Costs or Settling Work Defendants’ Future Response Costs. Such amount shall accrue interest as described in 26 U.S.C. §§ 6621 and 6622 from the date on which it was received. If a Double Recovery is received from the United States pursuant to a Federal Contract, the Settling Work Defendant shall notify the cognizant Contracting Officer for that Federal Contract in writing within 30 days after discovery of such receipt, and reimburse the United States by transmitting a sum equal to the amount of the Double Recovery in accordance with written instructions provided by the cognizant Contracting Officer.

40. **Deposit of Payments.** EPA may, in its unreviewable discretion, deposit the amounts paid under ¶ 34.b in the Fund, in the Special Account, or both. EPA may, in its unreviewable discretion, retain and use any amounts deposited in the Special Account to conduct or finance response actions at or in connection with the Site, or transfer those amounts to the Fund.

X. DISBURSEMENT OF SPECIAL ACCOUNT FUNDS

41. **Creation of the Disbursement Special Account and Agreement to Disburse Funds to Settling Work Defendants.** Within 45 days after the Effective Date, EPA will establish the Lower Duwamish Waterway Disbursement Special Account (“Disbursement Special Account”) and shall transfer \$3,971,559.33 from the Special Account to the Disbursement Special Account. Subject to the terms and conditions set forth in this Section, and as additional incentive for the commitment by Settling Work Defendants to perform the Work under Section V of this Decree, EPA agrees to make the funds in the Disbursement Special Account, including Interest Earned on the funds in the Disbursement Special Account, available for disbursement to Settling Work Defendants. EPA shall disburse funds from the Disbursement Special Account to Settling Work Defendants in accordance with the procedures and milestones for phased disbursement set forth in this Section. For purposes of this Paragraph, “Interest Earned” means interest earned on amounts in the Lower Duwamish Waterway Disbursement Special Account, which will be computed monthly at a rate based on the annual return on investments of the EPA Hazardous Substance Superfund. The applicable rate of interest will be the rate in effect at the time the interest accrues.

42. **Timing and Amount of Disbursements.** Within 45 days after EPA’s receipt of a Cost Summary and Certification, as defined by ¶ 44.b, or if EPA has requested additional information under ¶ 44.b or a revised Cost Summary and Certification under ¶ 44.d, within 45 days after receipt of the additional information or revised Cost Summary and Certification,

and subject to the conditions set forth in this Section, EPA shall disburse the funds from the Disbursement Special Account at the completion of the following milestones, and in the amounts set forth below:

Milestone	Funds to be Disbursed
Effective Date of the Consent Decree	\$2,271,833.33
EPA approval of Remedial Action Work Plan for the Middle Reach	\$1,699,726 or remainder of funds

43. EPA shall disburse the funds from the Disbursement Special Account to Settling Work Defendants in accordance with instructions provided by Settling Work Defendants on or before the Effective Date that specify the following funds transfer information:

EFT Payable to: *****

Bank Name: *****

Bank address: *****

ABA Routing Number: *****

Account number: *****

Name & Type of account: *****

Taxpayer ID #: *****

44. Requests for Disbursement of Special Account Funds

a. Within 45 days after issuance of EPA's written confirmation that a milestone of the Work, as defined in ¶ 42, has been satisfactorily completed, Settling Work Defendants shall submit to EPA a Cost Summary and Certification, as defined in ¶ 44.b, that documents that costs were incurred by Settling Work Defendants during the period between November 21, 2014 and December 31, 2022 to develop and perform response actions reviewed and approved by EPA at the Site. Settling Work Defendants shall not include in any submission costs included in a

previous Cost Summary and Certification following completion of an earlier milestone of the Work if those costs have been previously sought or reimbursed in accordance with ¶ 42.

b. Each Cost Summary and Certification must include a complete and accurate written cost summary and certification of the necessary costs incurred and paid by Settling Work Defendants for costs incurred by Settling Work Defendants after November 21, 2014 through December 31, 2022 to develop and perform response actions reviewed and approved by EPA at the Site covered by the particular submission, excluding costs not eligible for disbursement under ¶ 45. Each Cost Summary and Certification must contain the following statement signed by the Chief Financial or Operating Officer of a Settling Work Defendant, or a designee of that person or other financial officer approved by EPA:

To the best of my knowledge, after thorough investigation and review of Settling Work Defendants' documentation of costs for this submission, which were incurred and paid during the period between November 21, 2014 and December 31, 2022 to develop and perform response actions reviewed and approved by EPA at the Site, I certify that the information contained in or accompanying this submission is true, accurate, and complete. I am aware that there are significant penalties for knowingly submitting false information, including the possibility of fine and imprisonment.

c. The Chief Financial or Operating Officer of a Settling Work Defendant, or a designee of that person or other financial officer approved by EPA shall also provide EPA a list of the documents that they reviewed in support of the Cost Summary and Certification. Upon request by EPA, Settling Work Defendants shall submit to EPA any additional information that EPA deems necessary for its review and approval of a Cost Summary and Certification.

d. If EPA finds that a Cost Summary and Certification includes an arithmetical error, costs excluded under ¶ 45, costs that are inadequately documented, or costs submitted in a prior Cost Summary and Certification, it will notify Settling Work Defendants and provide them an opportunity to cure the deficiency by submitting a revised Cost Summary and Certification. If Settling Work Defendants fail to cure the deficiency within 45 days after being notified of, and given the opportunity to cure, the deficiency, EPA will recalculate Settling Work Defendants' costs eligible for disbursement for that submission and disburse the corrected amount to Settling Defendants in accordance with the procedures in ¶ 42. Settling Work Defendants may dispute EPA's recalculation under this Paragraph in accordance with Section XII. In no event may Settling Work Defendants be disbursed funds from the Disbursement Special Account in excess of amounts properly documented in a Cost Summary and Certification accepted or modified by EPA.

45. **Costs Excluded from Disbursement.** The following costs are excluded from, and may not be sought by Settling Work Defendants for, disbursement from the Disbursement Special Account: (a) response costs paid in accordance with Section IX (Payments for Response Costs); (b) any other payments made by Settling Work Defendants to the United States in accordance with this Decree, including any Interest or stipulated penalties paid in accordance with Sections IX (Payments for Response Costs) or XIII (Stipulated Penalties); (c) attorneys' fees and costs, except for reasonable attorneys' fees and costs necessarily related to obtaining access or institutional controls as required to implement response actions approved by EPA at the Site; (d) costs of any response activities Settling Work Defendants perform that are not required to implement response actions approved by EPA at the Site; (e) costs related to Settling Work Defendants' litigation, settlement, development of potential contribution claims, or identification

of defendants; (f) internal costs of Settling Work Defendants, including salaries, travel, or in-kind services, except for those costs that represent the work of employees of Settling Work Defendants directly performing the response actions; or (g) any costs incurred by Settling Work Defendants under Section XII (Dispute Resolution).

46. **Termination of Disbursements.** EPA's obligation to disburse funds from the Disbursement Special Account under this Decree terminates upon EPA's determination that Settling Work Defendants: (a) have knowingly submitted a materially false or misleading Cost Summary and Certification; (b) have submitted a materially inaccurate or incomplete Cost Summary and Certification, and have failed to correct the materially inaccurate or incomplete Cost Summary and Certification within 45 days after being notified of, and given the opportunity to cure, the deficiency; or (c) failed to submit a Cost Summary and Certification as required by ¶ 44 within 45 days (or such longer period as EPA agrees) after being notified that EPA intends to terminate its obligation to make disbursements under this Section because of Settling Work Defendants' failure to submit the Cost Summary and Certification as required by ¶ 44. EPA's obligation to disburse funds from the Disbursement Special Account also terminates upon EPA's assumption of performance of any portion of the Work in accordance with ¶ 14, when such assumption of performance of the Work is not challenged by Settling Defendants or, if challenged, is upheld under Section XII (Dispute Resolution). Settling Defendants may dispute EPA's termination of special account disbursements under Section XII (Dispute Resolution).

47. **Recapture of Disbursements.** Upon termination of disbursements from the Disbursement Special Account under ¶ 46, if EPA has previously disbursed funds from the Disbursement Special Account for activities specifically related to the reason for termination, e.g., discovery of a materially false or misleading submission after disbursement of funds based on that submission, EPA shall submit a bill to Settling Defendants for those amounts already disbursed from the Disbursement Special Account specifically related to the reason for

termination, plus Interest on that amount covering the period from the date of disbursement of the funds by EPA to the date of repayment of the funds by Settling Defendants. Within 45 days after receipt of EPA's bill, Settling Defendants shall reimburse the Fund for the total amount billed. Payment must be made in accordance with ¶ 34.b. Upon receipt of payment, EPA may, in its sole discretion, deposit all or any portion thereof in the Special Account, the Disbursement Special Account, or the Fund.

48. **Balance of Special Account Funds.** After EPA issues its written Certification of Remedial Action Completion in accordance with this Decree, and after EPA completes all disbursement to Settling Work Defendants in accordance with this Section, if any funds remain in the Disbursement Special Account, EPA may, in its sole discretion, transfer such funds to the Special Account or to the Fund.

XI. FORCE MAJEURE

49. "Force majeure," for purposes of this Decree, means any event arising from causes beyond the control of Settling Work Defendants, of any entity controlled by Settling Work Defendants, or of Settling Work Defendants' contractors that delays or prevents the performance of any obligation under this Decree despite Settling Work Defendants' best efforts to fulfill the obligation. Given the need to protect public health and welfare and the environment, the requirement that Settling Work Defendants exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure and best efforts to address the effects of any potential force majeure (a) as it is occurring and (b) following the potential force majeure such that the delay and any adverse effects of the delay are minimized to the greatest extent possible. "Force majeure" does not include financial inability to complete the Work or a failure to achieve the Performance Standards.

50. If any event occurs for which Settling Work Defendants will or may claim a force majeure, Settling Work Defendants shall notify EPA's Project Coordinator by email. The

deadline for the initial notice is 7 days after the date Settling Work Defendants first knew or should have known that the event would likely delay performance. Settling Work Defendants shall be deemed to know of any circumstance of which any contractor of, subcontractor of, or entity controlled by Settling Work Defendants knew or should have known. Within 14 days after the initial notice, Settling Work Defendants shall send a further notice to EPA and the State that includes: (i) a description of the event and its effect on Settling Work Defendants' completion of the requirements of the Decree; (ii) a description of all actions taken or to be taken to prevent or minimize the adverse effects or delay; (iii) the proposed extension of time for Settling Work Defendants to complete the requirements of the Decree; (iv) a statement as to whether, in the opinion of Settling Work Defendants, such event may cause or contribute to an endangerment to public health or welfare, or the environment; and (v) all available proof supporting their claim of force majeure. Failure to comply with the notice requirements herein regarding an event precludes Settling Work Defendants from asserting any claim of force majeure regarding that event, provided, however, that if EPA, despite late or incomplete notice, is able to assess to its satisfaction whether the event is a force majeure under ¶ 49 and whether Settling Work Defendants have exercised their best efforts under ¶ 49, EPA may, in its unreviewable discretion, excuse in writing Settling Work Defendants' failure to submit timely or complete notices under this Paragraph.

51. EPA will notify Settling Work Defendants of its determination whether Settling Work Defendants are entitled to relief under ¶ 49, and, if so, the duration of the extension of time for performance of the obligations affected by the force majeure. An extension of the time for performance of the obligations affected by the force majeure shall not, of itself, extend the time for performance of any other obligation. Settling Work Defendants may initiate dispute resolution under Section XII regarding EPA's determination within 15 days after receipt of the determination. In any such proceeding, Settling Work Defendants have the burden of proving

that they are entitled to relief under ¶ 49 and that their proposed extension was or will be warranted under the circumstances.

52. The failure by EPA to timely complete any activity under the Decree or the SOW is not a violation of the Decree, provided, however, that if such failure prevents Settling Work Defendants from timely completing a requirement of the Decree, Settling Work Defendants may seek relief under this Section.

XII. DISPUTE RESOLUTION

53. Unless otherwise provided in this Decree, Settling Defendants must use the dispute resolution procedures of this Section to resolve any dispute arising under this Decree. Settling Defendants shall not initiate a dispute challenging the Record of Decision. The United States may enforce any requirement of the Decree that is not the subject of a pending dispute under this Section.

54. A dispute will be considered to have arisen when one or more Settling Defendants sends a written notice of dispute (“Notice of Dispute”). Disputes arising under this Decree must in the first instance be the subject of informal negotiations between the parties to the dispute. The period for informal negotiations may not exceed 20 days after the dispute arises, unless the parties to the dispute otherwise agree. If the parties cannot resolve the dispute by informal negotiations, the position advanced by EPA is binding unless the Settling Defendant or Settling Defendants initiate formal dispute resolution under ¶ 55. By agreement of the parties, mediation may be used during this informal negotiation period to assist the parties in reaching a voluntary resolution or narrowing of the matters in dispute.

55. Formal Dispute Resolution

a. **Statements of Position.** The Settling Defendant(s) may initiate formal dispute resolution by serving on the Plaintiffs, within 20 days after the conclusion of informal dispute resolution under ¶ 54, an initial Statement of Position

regarding the matter in dispute. The Plaintiffs' responsive Statement of Position are due within 20 days after receipt of the initial Statement of Position. All Statements of Position must include supporting factual data, analysis, opinion, and other documentation. A reply, if any, is due within 5 working days after receipt of the response. If appropriate, EPA may extend the deadlines for filing statements of position for up to 30 days and may allow the submission of supplemental statements of position.

b. **Formal Decision.** The Director of the Superfund & Emergency Management Division, EPA Region 10, will issue a formal decision resolving the dispute ("Formal Decision") based on the statements of position and any replies and supplemental statements of position. The Formal Decision is binding on Settling Defendant(s) unless they timely seek judicial review under ¶ 57.

c. **Compilation of Administrative Record.** EPA shall compile an administrative record regarding the dispute, which must include all statements of position, replies, supplemental statements of position, and the Formal Decision.

56. **Resolution of Disputes with the State**

a. In the event that Settling Defendant(s) elect to invoke dispute resolution regarding State Future Response Costs, Settling Defendant(s) must utilize the procedure set forth below.

- (1) Prior to when payment is due on any Ecology itemized statement of costs under ¶ 34.a, Settling Defendant(s) shall notify Ecology's Toxics Cleanup Program Manager in writing of any disputed amounts (Dispute Notice) including the nature of the dispute, Settling Defendants' position with regards to the dispute, and information relied upon to support their position.

- (2) Ecology's Toxics Cleanup Program Manager shall conduct a review of the dispute and shall issue a written decision regarding the dispute (Formal Decision) within 30 calendar days of receipt of the Dispute Notice. The Toxics Cleanup Program Manager's decision shall be Ecology's final decision on the disputed matter.
- (3) The Formal Decision is binding on Settling Defendants unless they timely seek judicial review under this Decree. The Parties agree to only utilize the dispute resolution process in good faith and agree to expedite, to the extent possible, the dispute resolution process whenever it is used. Where either party utilizes the dispute resolution process in bad faith or for purposes of delay, the other party may seek sanctions. Implementation of these dispute resolution procedures shall not provide a basis for delay of any activities required in this Decree, unless Ecology/EPA agrees in writing to a schedule extension or the Court so orders.

57. Judicial Review

a. Settling Defendant(s) may obtain judicial review of a Formal Decision by filing, within 20 days after receiving it, a motion with the Court and serving the motion on all Parties. The motion must describe the matter in dispute and the relief requested. The parties to the dispute shall brief the matter in accordance with local court rules.

b. **Review on the Administrative Record.** Judicial review of disputes regarding the following issues must be on the administrative record: (i) the adequacy or appropriateness of deliverables required under the Decree; (ii) the adequacy of the performance of the Remedial Action; (iii) whether a Work Takeover is warranted under ¶ 14; (iv) determinations about financial assurance under

Section VII; (v) whether a reopener condition under ¶ 71 is satisfied, including whether the Remedial Action is not protective of human health and the environment; (vi) EPA's selection of modified or further response actions; (vii) any other items requiring EPA approval under the Decree; and (viii) any other disputes that the Court determines should be reviewed on the administrative record. For all of these disputes, Settling Defendant(s) bear the burden of demonstrating that the Formal Decision was arbitrary and capricious or otherwise not in accordance with law.

c. Judicial review of any dispute not governed by ¶ 57.b shall be governed by applicable principles of law.

58. **Escrow Account.** For disputes regarding a United States or State Future Response Cost billing, Settling Work Defendants shall: (a) establish, in a duly chartered bank or trust company, an interest-bearing escrow account that is insured by the Federal Deposit Insurance Corporation ("FDIC"); (b) remit to that escrow account funds equal to the amount of the contested United States or State Future Response Costs; and (c) send to EPA or the State, in accordance with ¶ 92, copies of the correspondence and of the payment documentation (e.g., the check) that established and funded the escrow account, including the name of the bank, the bank account number, and a bank statement showing the initial balance in the account. EPA or the State may, in their unreviewable discretion, waive the requirement to establish the escrow account. Settling Work Defendants shall cause the escrow agent to pay the amounts due to EPA or the State under ¶¶ 34 or 35, if any, by the deadline for such payment in ¶¶ 34 or 35. Settling Work Defendants are responsible for any balance due under ¶¶ 34 or 35 after the payment by the escrow agent.

59. The initiation of dispute resolution procedures under this Section does not extend, postpone, or affect in any way any requirement of this Decree, except as EPA agrees, or as

determined by the Court. Stipulated penalties with respect to the disputed matter will continue to accrue, but payment is stayed pending resolution of the dispute, as provided in ¶ 62.

XIII. STIPULATED PENALTIES

60. Unless the noncompliance is excused under Section XI (Force Majeure), Settling Defendants are liable to the United States and the State for the following stipulated penalties:

a. Settling Cash-Out Defendants and Settling Funding Defendant.

Each Settling Cash-Out Defendant and Settling Funding Defendant is liable for its failure: (i) to pay any amount due under Section IX; (ii) to timely submit Use Restriction Agreements to EPA for approval for its property; (iii) to timely file EPA-approved Use Restriction Agreements for its property with the King County Recorder's Office; or (iv) to satisfy any obligation pursuant to Section VI (Property Requirements).

Period of Noncompliance	Penalty Per Noncompliance Per Day
1st through 14th day	\$3,000
15th through 30th day	\$6,000
31st day and beyond	\$12,000

b. Settling Work Defendants. Settling Work Defendants are liable for:

- (1) any failure: (i) to pay any amount due under Section IX; (ii) to establish and maintain financial assurance in accordance with Section VII; (iii) to submit timely or adequate deliverables under Section 10 of the SOW; (iv) to timely submit Use Restriction Agreements for Affected Property owned by a Settling Work Defendant or not owned by another Owner Settling Party to EPA for approval (v) to timely file EPA-approved Use Restriction Agreements for Affected Property owned by a Settling Work Defendant or not owned by another Owner Settling Party with the King

County Recorder's Office; (vi) to timely initiate remedial action construction; (vii) to implement any and all components of remedial action as approved in remedial design and/or remedial action work plans; (viii) to timely complete remedial action construction; (ix) to timely and adequately perform any actions required by ¶¶ 6.8, 6.9, 6.10, or 6.11 of the SOW; and (x) to timely and adequately perform any action required by

¶ 11 of this Consent Decree:

Period of Noncompliance	Penalty Per Noncompliance Per Day
1st through 20th day	\$3,000
21st through 40th day	\$6,000
41st day and beyond	\$12,000

(2) any failure to submit timely or adequate deliverables required by this Decree other than those specified in ¶ 60.b(1):

Period of Noncompliance	Penalty Per Noncompliance Per Day
1st through 20th day	\$1,500
21st through 40th day	\$2,750
41st day and beyond	\$5,500

c. The United States may seek stipulated penalties under this Section by sending a written demand to Settling Defendants, with a copy to the State, or by sending a joint written demand to the Settling Defendants on behalf of the United States and the State. Where the United States and the State jointly seek stipulated penalties for the same violation of this Decree, the Settling Defendants shall pay 50 percent to the United States and 50 percent to the State.

61. **Work Takeover Penalty.** If EPA commences a Work Takeover, Settling Work Defendants are liable for a stipulated penalty in an amount equal to the present value of the Work to be taken over, as determined by EPA in its unreviewable discretion. This stipulated penalty is

in addition to the remedy available to EPA under ¶ 28 (Access to Financial Assurance) to fund the performance of the Work by EPA.

62. **Accrual of Penalties.** Stipulated penalties accrue from the date performance is due, or the day a noncompliance occurs, whichever is applicable, until the date the requirement is completed or the final day of the correction of the noncompliance. Nothing in this Decree prevents the simultaneous accrual of separate penalties for separate occurrences of noncompliance with this Decree. Stipulated penalties accrue regardless of whether Settling Defendants have been notified of their noncompliance, and regardless of whether Settling Defendants have initiated dispute resolution under Section XII, provided, however, that no penalties will accrue as follows:

- a. with respect to a submission that EPA subsequently determines is deficient under ¶ 10.5 of the SOW, during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies Settling Defendants of any deficiency;
- b. with respect to a matter that is the subject of dispute resolution under Section XII, during the period, if any, beginning on the 21st day after the later of the date that EPA's Statement of Position is received or the date that Settling Defendants' reply thereto (if any) is received until the date of the Formal Decision under ¶ 55.b; or
- c. with respect to a matter that is the subject of judicial review by the Court under ¶ 57, during the period, if any, beginning on the 31st day after the Court's receipt of the final submission regarding the dispute until the date that the Court issues a final decision regarding such dispute.

63. **Demand and Payment of Stipulated Penalties.** EPA may send a Settling Defendant or the Settling Work Defendants, collectively, a demand for stipulated penalties. The

demand will include a description of the noncompliance by the Settling Defendant(s) and will specify the amount of the stipulated penalties owed. Settling Defendants may initiate dispute resolution under Section XII within 45 days after receipt of the demand. Settling Defendants shall pay the amount demanded or, if they initiate dispute resolution, the uncontested portion of the amount demanded, within 45 days after receipt of the demand. Settling Defendants shall pay the contested portion of the penalties determined to be owed, if any, within 45 days after the resolution of the dispute. Each payment for: (a) the uncontested penalty demand or uncontested portion, if late; and (b) the contested portion of the penalty demand determined to be owed, if any, must include an additional amount for Interest accrued from the date of receipt of the demand through the date of payment. Settling Defendants shall make payment at <https://www.pay.gov> using the link for “EPA Miscellaneous Payments Cincinnati Finance Center,” including references to the Site/Spill ID and DJ numbers listed in ¶ 92, and the purpose of the payment. Settling Defendants shall send a notice of this payment to DOJ and EPA, in accordance with ¶ 92. The payment of stipulated penalties and Interest, if any, does not alter any obligations by Settling Defendants under the Decree. Payments should reference the court case and/or docket number.

64. Nothing in this Decree limits the authority of the United States: (a) to seek any remedy otherwise provided by law for Settling Defendants’ failure to pay stipulated penalties or interest; or (b) to seek any other remedies or sanctions available by virtue of Settling Defendants’ noncompliance with this Decree or of the statutes and regulations upon which it is based, including penalties under section 122(l) of CERCLA, provided, however, that the United States may not seek civil penalties under section 122(l) of CERCLA for any noncompliance for which a stipulated penalty is provided for in this Decree, except in the case of a willful noncompliance with this Decree.

65. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued under this Decree.

XIV. COVENANTS BY PLAINTIFFS

66. **Covenants for Settling Defendants by the United States.** Subject to ¶¶ 71 and 73, the United States covenants not to sue or to take administrative action against Settling Defendants under sections 106 and 107(a) of CERCLA regarding the Site.

67. **Covenants for Settling Defendants by the State.** Subject to ¶¶ 72 and 73, the State covenants not to sue Settling Defendants under CERCLA sections 107(a) or 310 and covenants not to sue or take administrative action against Settling Defendants under RCW 70A.305.040 of MTCA regarding the Site.

68. **Covenants for Settling Federal Agencies by EPA.** Subject to ¶¶ 71 and 73, EPA covenants not to take administrative action against Settling Federal Agencies under sections 106 and 107(a) of CERCLA regarding the Site.

69. **Covenants for Settling Federal Agencies by the State.** Subject to ¶¶ 72 and 73, the State covenants not to sue Settling Federal Agencies under CERCLA sections 107(a) or 310 and covenants not to sue or take administrative action against Settling Federal Agencies under RCW 70A.305.040 of MTCA regarding the Site.

70. The covenants for Settling Work Defendants and Settling Funding Defendant under ¶¶ 66 and 67: (a) take effect upon the Effective Date, except with respect to future liability, for which these covenants take effect upon Certification of Remedial Action Completion by EPA under ¶ 7.9 of the SOW; (b) are conditioned on the satisfactory performance by Settling Work and Settling Funding Defendants of their obligations under this Decree; (c) extend to the successors of each Settling Work and Settling Funding Defendant but only to the extent that the alleged liability of the successor of the Settling Work and Settling Funding Defendant is based

solely on its status as a successor of the Settling Work or Settling Funding Defendant; and (d) do not extend to any other person. The covenants for each Settling Cash-Out Defendant under ¶¶ 66 and 67 (a) take effect upon the Effective Date; (b) are conditioned on the satisfactory performance by the Settling Cash-Out Defendant of their obligations under this Decree; (c) extend to the successors of the Settling Cash-Out Defendant but only to the extent that the alleged liability of the successor of the Settling Cash-Out Defendant is based solely on its status as a successor of the Settling Cash-Out Defendant; and (d) do not extend to any other person. The covenants for Settling Federal Agencies under ¶¶ 68 and 69: (a) take effect upon the Effective Date except with respect to future liability, for which these covenants take effect upon Certification of Remedial Action Completion by EPA under ¶7.9 of the SOW; (b) are conditioned on the satisfactory performance by Settling Federal Agencies of their obligations in this Decree; and (c) do not extend to any other person.

71. United States' Pre- and Post-certification Reservations.

a. Notwithstanding any other provision of this Decree, the United States reserves, and this Decree is without prejudice to, the right to issue an administrative order or to institute proceedings in this action or in a new action seeking to compel Settling Work Defendants and Settling Funding Defendant, and EPA reserves the right to issue an administrative order seeking to compel Settling Federal Agencies, to perform further response actions relating to the Site, to pay the United States for additional costs of response, or any combination thereof. The United States may exercise this reservation only if, at any time, conditions at the Site previously unknown to EPA are discovered, or information previously unknown to EPA is received, and EPA determines, in consultation with the State, based in whole or in part on these previously unknown conditions or information, that the Remedial Action is not protective of human health or the environment.

b. Before certification of Remedial Action Completion, the information and the conditions known to EPA include only that information and those conditions known to EPA as of the date the November 21, 2014 Record of Decision was signed and set forth in the November 21, 2014 Record of Decision for the Site and the administrative record supporting the Record of Decision; except with respect to cPAH contamination, in which case the information and conditions known to EPA also include that known regarding cPAHs as of the date of the Explanation of Significant Differences signed on September 30, 2021 and set forth in the administrative record supporting the Explanation of Significant Differences.

c. After certification of Remedial Action Completion, the information and the conditions known to EPA include only that information and those conditions known to EPA as of the date of Certification of Remedial Action Completion and set forth in the November 21, 2014 Record of Decision, the administrative record supporting the November 21, 2014 Record of Decision, the post-Record of Decision administrative record, or in any information received by EPA in accordance with the requirements of this Decree prior to Certification of Remedial Action Completion.

d. Any modification, after the Effective Date, of a cleanup level identified in Tables 19 and 20 of the ROD, or to a remedial action level identified in Tables 27 and 28 of the ROD, or the addition of cleanup levels or remedial action levels not included in these Tables may only be the basis for further remedial action if the modification or addition is in a ROD amendment or explanation of significant differences.

72. **State Pre- and Post-certification Reservations.** The State reserves any right it may have under State law to issue an administrative order or to institute proceedings in this

action or in a new action seeking to compel Settling Work Defendants, Settling Funding Defendant, and Settling Federal Agencies to perform further response actions relating to the Site, to pay the State for additional costs of response, or any combination thereof, if factors not known to the State at the time this Decree is entered are discovered and present a previously unknown threat to human health or the environment. Subject to ¶ 81, Settling Work Defendants, Settling Funding Defendant, and Settling Federal Agencies do not waive any defenses to such orders or proceedings. Before certification of Remedial Action Completion, the information and the conditions known to the State include only that information and those conditions known as of the time of entry of this Decree. Such information includes, but is not limited to, the administrative record supporting the ROD, information related to Ecology's source control activities and orders addressing source control or remediation of upland areas related to the Site; and information and conditions known regarding cPAHs as of the date of the Explanation of Significant Differences signed on September 30, 2021. After certification of Remedial Action Completion, the information and the conditions known to the State include the information listed above and the post-ROD administrative record, or as contained in state records as of the date of the Certification of Remedial Action Completion including as related to Ecology's source control activities and orders addressing source control or remediation of upland areas related to the Site, or in any information received by the State in accordance with the requirements of this Decree prior to Certification of Remedial Action Completion.

73. **General Reservations.** Notwithstanding any other provision of this Decree, the United States and the State reserve, and this Decree is without prejudice to, all rights against Settling Defendants, and EPA, the federal natural resource trustees, and the State reserve, and this Decree is without prejudice to, all rights against Settling Federal Agencies, regarding the following, as each reservation applies to each Settling Defendant and each Settling Federal Agency:

- a. liability for failure by Settling Defendants or Settling Federal Agencies to meet a requirement of this Decree;
- b. liability arising from the past, present, or future disposal, release, or threat of release of Waste Material that is or comes to be located, and remains, outside of the Site;
- c. liability based on any Settling Defendant's or Settling Federal Agency's ownership of any facility at the Site when such ownership commences after that Defendant's signature of this Decree;
- d. liability based on any Settling Defendant's or Settling Federal Agency's operation of any facility at the Site when such operation commences after that Settling Defendant's or Settling Federal Agency's signature of this Decree and does not arise solely from a Settling Work Defendant's performance of the Work;
- e. liability based on any Settling Defendant's or Settling Federal Agency's transportation, treatment, storage, or disposal, or arrangement for transportation, treatment, storage, or disposal of Waste Material at or in connection with the Site, after signature of this Decree by Settling Defendants or on behalf of Settling Federal Agencies, other than as provided in the Record of Decision, under this Decree, or ordered by EPA or the State;
- f. only as to Settling Work Defendants, Settling Funding Defendant, and Settling Federal Agencies, liability, prior to achievement of Performance Standards, for additional response actions that EPA determines are necessary to achieve and maintain Performance Standards or to carry out and maintain the effectiveness of the Remedial Action, but that are not covered by ¶ 11.b;

g. only as to Settling Defendant Earle M. Jorgensen Company, liability for removal action under the Earle M. Jorgensen ASAO for Implementation of a Removal Action and any other CERCLA administrative order issued by EPA to Earle M. Jorgensen Company or entered by EPA and Earle M. Jorgensen Company to implement removal action approved by EPA for the portion of the Site within the Jorgensen Forge Early Action Area;

h. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments; and

i. criminal liability.

74. Subject to ¶¶ 66, 67, 68, and 69, nothing in this Decree limits any authority of Plaintiffs to take, direct, or order all appropriate action to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Site, or to request a Court to order such action.

XV. COVENANTS BY SETTLING DEFENDANTS AND SETTLING FEDERAL AGENCIES

75. Covenants by Settling Defendants

a. Subject to ¶ 76, Settling Defendants covenant not to sue and shall not assert any claim or cause of action against the United States, or the State, under CERCLA, section 7002(a) of RCRA, the United States Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, MTCA, the State Constitution, State law, or at common law regarding the Site.

b. Subject to ¶ 76, Settling Defendants covenant not to seek reimbursement from the Fund through CERCLA or reimbursement from the United States under any other law for costs regarding the Site.

c. Subject to ¶ 76, Settling Defendants covenant not to seek to recover any costs accrued in implementing the remedial action required by this Decree from the State of Washington; and further, that Settling Defendants will make no claim against any MTCA account for any costs incurred in implementing this Decree. This section does not limit or address funding that may be provided under WAC 173-322A.

76. Settling Defendants' Reservations

a. Notwithstanding any other provision of this Decree, Settling Defendants reserve all rights against Settling Federal Agencies for liability arising from the past, present, or future disposal, release, or threat of release of Waste Material that is or comes to be located, and remains, outside of the Site.

b. The covenants in ¶ 75 do not apply to any claim or cause of action brought, or order issued, after the Effective Date by the United States or the State to the extent such claim, cause of action, or order is within the scope of a reservation under ¶¶ 71, 72, or 73.a through 73.f or 73.h.

c. ***De Minimis/Ability to Pay Waiver.*** Settling Defendants shall not assert any claims and waive all claims or causes of action (including claims or causes of action under sections 107(a) and 113 of CERCLA) that they may have against any third party who enters or has entered into a *de minimis* or “ability-to-pay” settlement with EPA to the extent Settling Defendants’ claims and causes of action are within the scope of the matters addressed in the third party’s settlement with EPA, provided, however, that this waiver does not apply if the third party asserts a claim or cause of action regarding the Site against the Settling Defendants. Nothing in the Decree limits Settling Defendants’ rights under section 122(d)(2) of

CERCLA to comment on any *de minimis* or ability-to-pay settlement proposed by EPA.

d. Notwithstanding any provision in this Consent Decree, Settling Defendant King County reserves its right to continue participating in the Monsanto PCB class action settlement process, *City of Long Beach, et al. v. Monsanto Company, et al.*, U.S. District Court Central District of California, Western Division Case No. 2:16-cv-03493-FMO-A, if still pending, to settle submitted claims. Nothing in this Decree shall be construed to affect the rights of any other party participating in the Monsanto PCB Class Action Settlement process.

77. **Covenant by Settling Federal Agencies.** Settling Federal Agencies shall not seek reimbursement from the Fund through CERCLA or any other law for costs regarding the Site. This covenant does not preclude demand for reimbursement from the Fund of costs incurred by a Settling Federal Agency in the performance of its duties (other than in accordance with this Decree) as lead or support agency under the NCP, or pursuant to an interagency agreement to provide services to EPA to carry out any of its responsibilities under CERCLA.

XVI. EFFECT OF SETTLEMENT; CONTRIBUTION

78. The Parties agree and the Court finds that: (a) the Complaint filed by the United States and the State in this action is a civil action within the meaning of section 113(f)(1) of CERCLA and RCW 70A.305.040; (b) this Decree constitutes a judicially approved settlement under which each Settling Defendant and each Settling Federal Agency has, as of the Effective Date, resolved its liability to the United States within the meaning of sections 113(f)(2) and 113(f)(3)(B) of CERCLA and the State within the meaning of RCW 70A.305.040; and (c) each Settling Defendant and each Settling Federal Agency is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by section 113(f)(2) of CERCLA, and by RCW 70A.305.040(4)(d), or as may be otherwise provided by law, for the “Matters

Addressed” in this Decree. The “Matters Addressed” in this Decree are all response actions taken before the Effective Date or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States or any other person (including but not limited to for the Work, Settling Work Defendants’ Past Response Costs, Settling Work Defendants’ Future Response Costs, United States Past Response Costs, United States Future Response Costs, State Past Response Costs, and State Future Response Costs), provided, however, that: (a) if the United States or the State exercises their rights against Settling Defendants (or if EPA or the State assert rights against Settling Federal Agencies) (i) under the reservations in ¶¶ 73.b through 73.f, then the “Matters Addressed” in this Decree will not include those response costs or response actions that are within the scope of the exercised reservation, or (ii) under the reservations in ¶¶ 73.a or 73.g, then, with respect only to the Settling Defendant(s) against whom the United States or the State have exercised their rights, the “Matters Addressed” in this Decree will not include those response costs or response actions that are within the scope of the exercised reservation; and (b) if the United States or the State exercises their rights against Settling Work Defendants or Settling Funding Defendant (or if EPA or the State assert rights against Settling Federal Agencies) under the reservations in ¶¶ 71 and 72, then the “Matters Addressed” in this Decree will not include, as to Settling Work Defendants, Settling Funding Defendant, and Settling Federal Agencies, those response costs or response actions that are within the scope of the exercised reservation, unless the exercise of the reservation in ¶ 71 results in implementation of response actions pursuant to ¶ 11.c and d and the incurrence or payment of the response costs by Settling Work Defendants, by Settling Funding Defendant for its 1.7406% share of such costs (as stated in Appendix D), or by Settling Federal Agencies for their share of such costs (as subsequently agreed upon by Settling Federal Agencies and Settling Work Defendants), in which case the response actions and response costs become “Matters Addressed” under this Decree for the part(ies) which have incurred or paid such response costs (and

provided, however, that, as to the exercise of the reservation in ¶ 71, nothing in this Paragraph shall be construed to prevent Settling Federal Agencies from filing a claim in contribution under CERCLA Section 113(f) against a party that files a CERCLA Section 107(a) claim in order to necessitate the equitable allocation of response costs for the exercised reservation).

79. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Sections 107 or 113 of CERCLA or Sections 7002 and 7003 of RCRA and common law), defenses, claims, demands, and causes of action that each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

80. Each Settling Defendant shall, with respect to any suit or claim brought by it for matters related to this Decree, notify DOJ and EPA and the State no later than 60 days prior to the initiation of such suit or claim. Settling Defendant shall, with respect to any suit or claim brought against it for matters related to this Decree, notify DOJ and EPA within 10 days after service of the complaint on such Settling Defendant. In addition, each Settling Defendant shall notify DOJ and EPA within 10 days after service or receipt of any Motion for Summary Judgment and within 10 days after receipt of any order from a court setting a case for trial.

81. **Res Judicata and Other Defenses.** In any subsequent administrative or judicial proceeding initiated against any Settling Defendant by either Plaintiff for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, Settling Defendants, and, with respect to a State proceeding initiated against a Settling Federal Agency, Settling Federal Agencies, shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, claim preclusion (res judicata), issue preclusion (collateral estoppel), claim-splitting, or other defenses based upon any contention that the claims raised by the United States or the State in the subsequent proceeding were or should have been brought in the instant case.

All other defenses (including, without limitation, defenses based on preemption or lack of authority or on the United States' sovereign immunity) are preserved in this action or any other proceeding.

82. Nothing in this Decree diminishes the right of the United States under section 113(f)(2) and (3) of CERCLA or the State under RCW 70A.305.040(4)(d) to pursue any person not a party to this Decree to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to section 113(f)(2) and/or by RCW 70A.305.040(4)(d).

XVII. RECORDS

83. **Settling Defendant Certification.** Each Settling Defendant certifies individually that: (a) it has implemented a litigation hold on documents and electronically stored information relating to the Site, including information relating to its potential liability under CERCLA regarding the Site, since the earlier of notification of potential liability by the United States or the State or the filing of suit against it regarding the Site; and (b) it has fully complied with any and all EPA and State requests for information under sections 104(e) and 122(e) of CERCLA, section 3007 of RCRA, and State law.

84. **Settling Federal Agency Acknowledgment.** The United States acknowledges that each Settling Federal Agency: (a) is subject to all applicable federal record retention laws, regulations, and policies; and (b) has certified that it has fully complied with any and all EPA and State requests for information regarding the Site under sections 104(e) and 122(e)(3)(B) of CERCLA, section 3007 of RCRA, and state law.

85. **Retention of Records and Information**

a. Each Settling Defendant shall retain, and instruct their contractors and agents to retain, non-identical copies of the following documents and

electronically stored data (“Records”) until 10 years after the Certification of Work Completion under ¶ 7.10 of the SOW (the “Record Retention Period”):

- (1) All records regarding or related to each Settling Defendant’s liability under CERCLA regarding the Site;
- (2) All reports, plans, permits, and documents submitted to EPA in accordance with this Decree, including all underlying research and data; and
- (3) All data developed by, or on behalf of, Settling Work Defendants in the course of performing the Remedial Action.

b. Settling Work Defendants shall retain all Records regarding the liability of any person under CERCLA regarding the Site during the Record Retention Period that were obtained, provided, or exchanged in connection with the allocation process for the Site.

c. At the end of the Record Retention Period, each Settling Defendant shall notify EPA that it has 90 days to request the Settling Defendant’s Records subject to this Section. Each Settling Defendant shall retain and preserve its Records subject to this Section until 90 days after EPA’s receipt of the notice. These record retention requirements apply regardless of any corporate record retention policy.

86. Each Settling Defendant shall provide to EPA, upon request, copies of all Records required to be retained under this Section. Each Settling Defendant shall also make reasonably available to Plaintiffs, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

87. **Public Records Documenting Waste Materials.** Settling Work Defendants shall maintain and make publicly available records documenting areas where Waste Materials are located vertically and horizontally within the Site, including maps or other representations of the data.

88. **Privileged and Protected Claims**

a. A Settling Defendant may assert that all or part of a record requested by Plaintiffs is privileged or protected as provided under federal law and under the Washington Uniform Mediation Act, RCW 7.07, in lieu of providing the record, provided that the Settling Defendant complies with ¶ 88.b, and except as provided in ¶ 88.c.

b. If a Settling Defendant asserts a claim of privilege or protection, the Settling Defendant shall provide that Plaintiff with the following information regarding such record: its title; its date; the name, title, affiliation (e.g., company or firm), and address of the author, of each addressee, and of each recipient; a description of the record's contents; and the privilege or protection asserted. If a claim of privilege or protection applies only to a portion of a record, the Settling Defendant shall provide the record to the Plaintiff in redacted form to mask the privileged or protected portion only. Each Settling Defendant shall retain all records that it claims to be privileged or protected until the Plaintiff has had a reasonable opportunity to dispute the privilege or protection claim and any such dispute has been resolved in the Settling Defendant's favor.

c. No Settling Defendant shall make any claim of privilege or protection regarding: (1) any data regarding the Site, including all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological or engineering data, or the portion of any other record that evidences conditions at or

around the Site; or (2) the portion of any record that a Settling Defendant is required to create or generate in accordance with this Decree.

89. **Confidential Business Information (CBI) Claims.** A Settling Defendant may claim that all or part of a record provided to a Plaintiff under this Decree is CBI to the extent permitted by and in accordance with section 104(e)(7) of CERCLA and 40 C.F.R. § 2.203(b). Settling Defendant shall segregate and shall clearly identify all records or parts thereof submitted under this Decree for which it claims is CBI by labeling each page or each electronic file “claimed as confidential business information” or “claimed as CBI.” Records that a Settling Defendant claims to be CBI will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no CBI claim accompanies records when they are submitted to a Plaintiff, or if EPA notifies the Settling Defendant that the records are not entitled to confidential treatment under the standards of section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such records without further notice to the Settling Defendant.

90. In any proceeding under this Decree, validated sampling or monitoring data generated in accordance with the SOW and reviewed and approved by EPA, if relevant to the proceeding, is admissible as evidence, without objection.

91. Notwithstanding any provision of this Decree, Plaintiffs retain all of their information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

XVIII. NOTICES AND SUBMISSIONS

92. All agreements, approvals, consents, deliverables, modifications, notices, notifications, objections, proposals, reports, waivers, and requests specified in this Decree must be in writing unless otherwise specified. Whenever a notice is required to be given or a report or other document is required to be sent by one Party to another under this Decree, it must be sent as specified below. All notices under this Section are effective upon receipt, unless otherwise

specified. In the case of emailed notices, there is a rebuttable presumption that such notices are received on the same day that they are sent. Any Party may change the method, person, or address applicable to it by providing notice of such change to all Parties.

As to DOJ on eescdcopy.enrd@usdoj.gov
behalf of EPA: Re: DJ # 90-11-3-07227

and

erika.wells@usdoj.gov and
genevieve.parshalle@usdoj.gov

As to DOJ on MailProcessing_EDS.ENRD@usdoj.gov
behalf of Settling Re: DJ # 90-11-6-19857
Federal Agencies:

and

mark.nieczynski@usdoj.gov

As to EPA: EPA Project Coordinator
hale.elly@epa.gov

EPA Project Coordinator
erdelyi.nasrin@epa.gov

EPA Regional Counsel
yackulic.ted@epa.gov

EPA Regional Counsel
vidargas.nick@epa.gov

Re: Site/Spill ID #s 10NQ and 10XN

As to the Regional
Financial

Management johnson.edward@epa.gov
Officer: Re: Site/Spill ID # 10NQ and 10XN

As to the State: Ecology Project Coordinator
brec461@ecy.wa.gov

Ecology Assistant Attorney General
derek.threet@atg.wa.gov

Ecology Senior Counsel
ivy.anderson@atg.wa.gov

As to Ann Fitzpatrick, Principal Project
Settling Coordinator
Work afitzpatrick@geosyntec.com
Defendants:

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Dave.Schuchardt@seattle.gov

Allison Crowley
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Jason Hamilton
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Joe Flaherty
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Katie Page
kpage@perkinscoie.com

As to
Settling
Cashout Tisha Pagalilauan
Defendants: tpagalilauan@cascadialaw.com

As to
Settling
Funding Vann Ellerbruch, Esq.
Defendant: vann.ellerbruch@lumen.com

XIX. APPENDICES

93. The following appendices are attached to and incorporated into this Decree:

“Appendix A” is the Record of Decision.

“Appendix B” is the SOW.

“Appendix C” is the map of the Site.

“Appendix D” is the complete list of Settling Defendants and Owner Settling Parties (with the exception of the General Services Administration, which is an Owner Settling Party).

“Appendix E” is the RI/FS AOC and SOW as amended.

“Appendix F” is the list of entities and individuals referenced in ¶¶ 39.a and 39.c.

XX. MODIFICATIONS TO DECREE

94. Except as provided in ¶ 11 of the Decree and ¶ 10.5 of the SOW (Approval of Deliverables), nonmaterial modifications to Sections I through XXIV and the Appendices must be in writing and are effective when signed (including electronically signed) by the Parties. Material modifications to Sections I through XXIV and the Appendices must be in writing, signed (including electronically signed) by the Parties, and are effective upon approval by the Court. Notwithstanding the above, modifications that do not affect the rights or obligations of one or more of the Settling Cash-Out Defendants may be executed without the signature(s) of such Settling Cash-Out Defendant(s). As to changes to the remedy, a modification to the Decree, including the SOW, to implement an amendment to the Record of Decision that “fundamentally alters the basic features” of the Remedial Action within the meaning of 40 C.F.R. § 300.435(c)(2)(ii) will be considered a material modification.

XXI. SIGNATORIES

95. The undersigned representative of the United States and each undersigned representative of a Settling Defendant certifies that he or she is fully authorized to enter into the terms and conditions of this Decree and to execute and legally bind such Party to this document.

XXII. PRE-ENTRY PROVISIONS

96. If for any reason the Court should decline to approve this Decree in the form presented, this agreement, except for ¶ 97 and ¶ 98, is voidable at the sole discretion of any Party and its terms may not be used as evidence in any litigation between the Parties.

97. This Decree will be lodged with the Court for at least 30 days for public notice and comment in accordance with section 122(d)(2) of CERCLA and 28 C.F.R. § 50.7. The United States may withdraw or withhold its consent if the comments regarding the Decree disclose facts or considerations that indicate that the Decree is inappropriate, improper, or inadequate.

98. Settling Defendants agree not to oppose or appeal the entry of this Decree.

XXIII. INTEGRATION

99. This Decree constitutes the entire agreement among the Parties regarding the subject matter of the Decree and supersedes all prior representations, agreements, and understandings, whether oral or written, regarding the subject matter of the Decree. Notwithstanding this Paragraph or any other provision of this Decree, this Decree does not supersede the Earle M. Jorgensen ASAO for Implementation of a Removal Action.

XXIV. FINAL JUDGMENT

100. Upon entry of this Decree by the Court, this Decree constitutes a final judgment under Fed. R. Civ. P. 54 and 58 among the Parties.

SO **ORDERED** this ____ day of _____ 20__.

United States District Judge

Signature Page for Consent Decree in *U.S. v. The Boeing Company, et al.* (W.D. Wash.)

FOR THE UNITED STATES:

Dated

Associate Attorney General
U.S. Department of Justice
Environment and Natural Resources Division

Assistant Attorney General
U.S. Department of Justice
Environment and Natural Resources Division

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(OR Bar # 055004)
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Signature Page for Consent Decree in *U.S. v. The Boeing Company, et al.* (W.D. Wash.)

**FOR THE U.S. ENVIRONMENTAL
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Region 10

Calvin Terada
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Nick Vidargas
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Signature Page for Consent Decree in *U.S. v. The Boeing Company, et al.* (W.D. Wash.)

FOR THE STATE OF WASHINGTON

Laura Watson, Director of Ecology

Andy Fitz, Assistant Attorney General

Ivy Anderson, Assistant Attorney General

Derek Threet, Assistant Attorney General

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: THE BOEING COMPANY

January 9, 2025



Dated

Name: Meredith Weinberg
Title: Partner
Address: Perkins Coie LLP
1201 3rd Avenue, Suite 4900
Seattle, WA 98101

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: Corporation Service Company
Title: Registered Agent for Service of Process for
Company: The Boeing Company
Address: 300 Deschutes Way SW, Suite 208
Tumwater, WA 98501
Phone: 800-927-9800
Email: SOP@cscglobal.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: THE CITY OF SEATTLE

Dated Name: Bruce Harrell
 Title: Mayor
 Address: P.O. Box 94749
 Seattle, WA 98124-4749

Dated Name: Ann Davison
 Title: City Attorney
 Address: 701 5th Ave., Suite 2050
 Seattle, WA 98104

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: Laura Wishik
Title: Assistant City Attorney
Company: Seattle City Attorney's Office
Address: 701 5th Ave., Suite 2050
 Seattle, WA 98104-7095
Phone: 206-684-8199
Email: Laura.Wishik@Seattle.gov

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: DUWAMISH SHIPYARD, INC.

12/20/24

Dated

Kyle McCleary
Name: Kyle McCleary
Title: Secretary/Treasurer
Address: 22014 7th Avenue South, Suite 204
Des Moines, WA 98198

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: Kim Maree Johannessen
Title: President
Company: Johannessen & Associates, P.S.
Address: 5413 Meridian Avenue North, Suite B
Seattle, WA 98103
Phone: (206) 632-2000
Email: kmj@johanassoc.com

CONSENT DECREE - 89

U.S. DEPARTMENT OF JUSTICE
Environment and Natural Resources Division
7600 Sand Point Way NE
Seattle, WA 98115

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: PHARMACIA LLC

January 7, 2025
Dated
Name: Molly M. Jones
Title: Sr. Assistant General Counsel
~~Head of North America Environmental and Sustainability~~
Bayer U.S. LLC
Address: 800 North Lindbergh Blvd
St. Louis, MO 63167

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: Connie Sue Martin
Title: Attorney
Company: Schwabe Williamson & Wyatt
Address: 1420 5th Ave., Suite 3400
Seattle, WA 98101
Phone: 206-407-1556
Email: csmartin@schwabe.com

CONSENT DECREE - 90

U.S. DEPARTMENT OF JUSTICE
Environment and Natural Resources Division
7600 Sand Point Way NE
Seattle, WA 98115

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: CONTINENTAL HOLDINGS INC.

12-20-2024



Dated

Name: MARCY HERONIMUS
Title: ASSISTANT SECRETARY
Address: 931 14TH STREET, 9TH FLOOR
DENVER, CO 80202

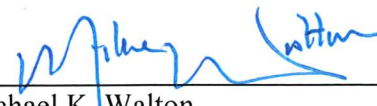
If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Company: CT Corporation System
Address: 2232 Dell Range Blvd., Ste. 200
Cheyenne, WY 82009

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: PACCAR INC

Jun. 7, 2025
Dated


Name: Michael K. Walton
Title: Vice President and General Counsel
Address: 777 106th Avenue Northeast
Bellevue, WA 98004

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.


Name: Andy F. Rigel
Title: Attorney
Company: Hillis Clark Martin & Peterson P.S.
Address: 999 Third Avenue, Suite 4600
Seattle, WA 98104
Phone: (206) 470-7643
Email: andy.rigel@hcmp.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: SEATTLE BOILER WORKS, INC.

1-7-25


Dated


Name: Craig Hopkins
Title: President/Manager
Address: 500 S. Myrtle Street
Seattle, WA 98108

FOR: FRANK H. HOPKINS FAMILY L.L.C.

1-7-25


Dated


Name: Craig Hopkins
Title: President/Manager
Address: 500 S. Myrtle Street
Seattle, WA 98108

**FOR: FREDRICK J. HOPKINS FAMILY
L.L.C.**

1-7-25

Dated


Name: Jamieson Hopkins
Title: Manager
Address: 500 S. Myrtle Street
Seattle, WA 98108

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, these Settling Defendants agree to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **These Settling Defendants hereby designate the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** These Settling Defendants understand that they do not need to file an answer to the complaint until they have executed the waiver of service or otherwise have been served with the complaint.

Name: John J. Houlihan Jr./ John (JT) Cooke
Title: Outside Counsel to Seattle Boiler Works, Inc.
Company: Houlihan Law P.C.
Address: 100 N. 35th Street
Seattle, WA 98103

CONSENT DECREE - 93

U.S. DEPARTMENT OF JUSTICE
Environment and Natural Resources Division
7600 Sand Point Way NE
Seattle, WA 98115


Phone: (206)547-5052
Email: john@houlihan-law.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: MANSON CONSTRUCTION CO.

12/23/2024


Dated


Name: John A. Holmes
Title: President
Address: 5209 East Marginal Way South
Seattle, WA 98134

FOR: MANSON INTERNATIONAL, INC.

12/23/2024


Dated


Name: John A. Holmes
Title: President
Address: 5209 East Marginal Way South
Seattle, WA 98134

FOR: 5055 PROPERTIES, LLC

12/23/2024

Dated


Name: John A. Holmes
Title: Manager
Address: 5209 East Marginal Way South
Seattle, WA 98134

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, these Settling Defendants agree to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **These Settling Defendants hereby designate the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** These Settling Defendants understand that they do not need to file an answer to the complaint until they have executed the waiver of service or otherwise have been served with the complaint.

Name: Douglas Steding
Title: Managing Partner
Company: Northwest Resource Law PLLC
Address: 71 Columbia Street, Suite 325
Seattle, WA 98104
Phone: (206) 971-1567

CONSENT DECREE - 95

U.S. DEPARTMENT OF JUSTICE
Environment and Natural Resources Division
7600 Sand Point Way NE
Seattle, WA 98115

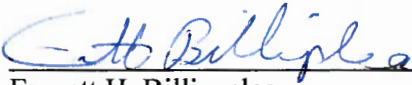
Email: dsteding@nwresource.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: ALASKA MARINE LINES, INC.

12/20/2024


Dated


Name: Everett H. Billingslea
Title: Secretary
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

FOR: KNIK CONSTRUCTION CO., INC.

12/20/2024

Dated


Name: Everett H. Billingslea
Title: Secretary
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

**FOR: 5600 W. MARGINAL WAY, SW, SEATTLE,
LLC**

12/20/2024


Dated


Name: Everett H. Billingslea
Title: Manager
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

**FOR: 5615 W. MARGINAL WAY SW, SEATTLE,
LLC**

12/20/2024

Dated


Name: Everett H. Billingslea
Title: Manager
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

CONSENT DECREE - 97


U.S. DEPARTMENT OF JUSTICE
Environment and Natural Resources Division
7600 Sand Point Way NE
Seattle, WA 98115

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: LYNDEN TRANSPORT, INC.

12/20/2024

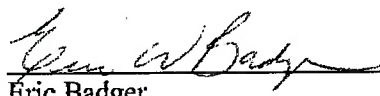
Dated


Name: Paul A. Grimaldi
Title: President
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

FOR: LTI, INC.

12/20/2024


Dated


Name: Eric Badger
Title: President
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

FOR: DOUGLAS MANAGEMENT CO.

12/20/2024


Dated


Name: Everett H. Billingslea
Title: Secretary
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

FOR: SWAN BAY HOLDINGS, INC.

12/20/2024

Dated


Name: Everett H. Billingslea
Title: Assistant Secretary
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255


CONSENT DECREE - 98

U.S. DEPARTMENT OF JUSTICE
Environment and Natural Resources Division
7600 Sand Point Way NE
Seattle, WA 98115

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

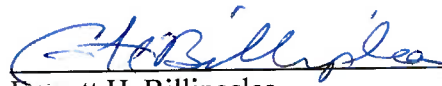
FOR: BERING MARINE CORPORATION

12/20/2024
Dated


Name: Everett H. Billingslea
Title: Secretary
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

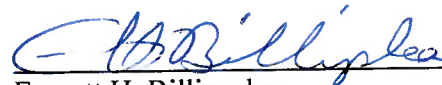
FOR: 7100 1ST AVE. S, SEATTLE, LLC

12/20/2024
Dated


Name: Everett H. Billingslea
Title: Manager
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

FOR: LYNDEN INCORPORATED

12/20/2024
Dated



Name: Everett H. Billingslea
Title: Sr. Vice President and Secretary
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

**FOR: LYNDEN MARINE LEASING, LLC,
AND ITS SUBSIDIARIES:**

Alaska Provider, LLC;
Alaska Trader, LLC;
Aleutian Trader, LLC;
Anchorage Provider, LLC;
Anchorage Trader, LLC;
Arctic Bear, LLC;
Arctic Gull, LLC;
Arctic Provider, LLC;
Baranof Provider, LLC;
Bering Trader LLC;

Chatham Provider, LLC;
Chichagof Provider, LLC;
Cordova Provider, LLC;
Fairbanks Provider, LLC;
Greta, LLC;
Hawaii Trader, LLC;
Ivan, LLC;
Kamakani, LLC;
Kenai Trader, LLC;
Koyukuk, LLC;
Krystal Sea, LLC;
Kuskokwim Trader, LLC;
Marine Boneyard, LLC;
Naknek Trader LLC;
Nunaniq, LLC;
Pacific Trader, LLC;
Polar Cloud, LLC;
Polar Endurance, LLC;
Polar King, LLC;
Polar Trader, LLC;
Polar Viking, LLC;
Polar Wind, LLC;
Rampart, LLC;
Sam M. Taalak, LLC;
Skagway Provider, LLC;
Southeast Provider, LLC;
Spencer Brewer, LLC;
Stickeen, LLC;
Stikine Provider, LLC;
Taku Provider, LLC;
Togiak Trader, LLC;
Tongass Provider, LLC;
Westward Trader, LLC;
Whittier Provider, LLC; and
Yukon Trader, LLC.

12/20/2024
Dated


Name: Everett H. Billingslea
Title: Secretary and Manager
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

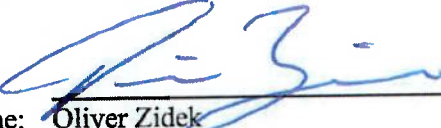
CONSENT DECREE - 100

U.S. DEPARTMENT OF JUSTICE
Environment and Natural Resources Division
7600 Sand Point Way NE
Seattle, WA 98115

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*


FOR: NORTHLAND SERVICES, INC.

12/20/2024
Dated


Name: Oliver Zidek
Title: General Manager
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

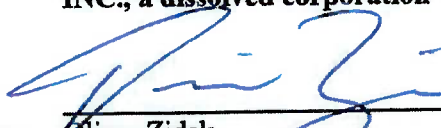
**FOR: NORTHLAND SERVICES, INC., ON
BEHALF OF NAKNEK BARGE LINES, LLC,
a dissolved company**

12/20/2024
Dated


Name: Oliver Zidek
Title: General Manager
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

**FOR: NORTHLAND SERVICES, INC., ON
BEHALF OF JORE MARINE SERVICES,
INC., a dissolved corporation**

12/20/2024
Dated


Name: Oliver Zidek
Title: General Manager
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, these Settling Defendants agree to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **These Settling Defendants hereby designate the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** These Settling Defendants understand that they do not need to file an answer to the complaint until they have executed the waiver of service or otherwise have been served with the complaint.

CONSENT DECREE - 101


U.S. DEPARTMENT OF JUSTICE
Environment and Natural Resources Division
7600 Sand Point Way NE
Seattle, WA 98115

Name: Tisha Pagalilauan
Title: Legal Counsel
Company: Cascadia Law Group
Address: 1201 Third Avenue, Suite 320
Seattle, WA 98101
Phone: (206) 292-2647
Email: tpagalilauan@cascadialaw.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*


FOR: CROWLEY MARINE SERVICES, INC.

1/6/25
Dated


Name: Reece Alford
Title: Corporate Secretary
Address: 9487 Regency Square Blvd.
Jacksonville, FL 32225

FOR: 8TH AVENUE TERMINALS, INC.

1/6/25
Dated


Name: Reece Alford
Title: Corporate Secretary
Address: 9487 Regency Square Blvd.
Jacksonville, FL 32225

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, these Settling Defendants agree to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **These Settling Defendants hereby designate the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** These Settling Defendants understand that they do not need to file an answer to the complaint until they have executed the waiver of service or otherwise have been served with the complaint.

Name: Joshua Lipsky
Title: Legal Counsel
Company: Cascadia Law Group
Address: 1201 Third Avenue, Suite 320
Seattle, WA 98101
Phone: (206) 292-2633
Email: JLIPSKY@CASCADIALAW.COM

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: HOLCIM (US) INC.

January 6, 2025
Dated

Name: Jodie Earle
Title: Director, Litigation & Assistant Secretary
Address: 6211 N. Ann Arbor Road
Dundee, MI 48131

FOR: SURPLUS ITEMS INC.

Dated

Name: Lisa McCormick
Title: Assistant Secretary
Address: 6211 N. Ann Arbor Road
Dundee, MI 48131

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, these Settling Defendants agree to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **These Settling Defendants hereby designate the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** These Settling Defendants understand that they do not need to file an answer to the complaint until they have executed the waiver of service or otherwise have been served with the complaint.


Name: Paula Jantzen
Title: Director
Company: Ryan Whaley PLLC
Address: 400 North Walnut Avenue
Oklahoma City, OK 73104
Phone: (405) 239-6040
Email: pjantzen@ryanwhaley.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: HOLCIM (US) INC.

Dated Name: Jodie Earle
 Title: Director, Litigation & Assistant Secretary
 Address: 6211 N. Ann Arbor Road
 Dundee, MI 48131

FOR: SURPLUS ITEMS INC.

1.6.2025
Dated Name: 
 Title: Assistant Secretary
 Address: 6211 N. Ann Arbor Road
 Dundee, MI 48131

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, these Settling Defendants agree to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **These Settling Defendants hereby designate the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** These Settling Defendants understand that they do not need to file an answer to the complaint until they have executed the waiver of service or otherwise have been served with the complaint.

Name: Paula Jantzen
Title: Director
Company: Ryan Whaley PLLC
Address: 400 North Walnut Avenue
 Oklahoma City, OK 73104
Phone: (405) 239-6040
Email: pjantzen@ryanwhaley.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

**FOR: SEATTLE IRON & METALS
CORPORATION**



Dated
12-30-24

Name: Alan P. Sidell
Title: President/Manager
Address: 601 S. Myrtle St.
Seattle, WA 98108

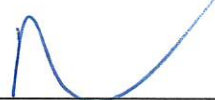
FOR: THE SHALMAR GROUP, LLC



Dated
12-30-24

Name: Alan P. Sidell
Title: President/Manager
Address: 601 S. Myrtle St.
Seattle, WA 98108

FOR: SHALMAR 08, LLC



Dated
12-30-24

Name: Alan P. Sidell
Title: President/Manager
Address: 601 S. Myrtle St.
Seattle, WA 98108

FOR: SIMCO PROPERTIES, LLC



Dated
12-30-24

Name: Alan P. Sidell
Title: President/Manager
Address: 601 S. Myrtle St.
Seattle, WA 98108

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, Settling Defendants agree to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **These Settling Defendants hereby designate the agent below to accept service of the complaint by mail and to execute the**


Rule 4 waiver of service. Settling Defendants understand that they do not need to file an answer to the complaint until they have executed the waiver of service or otherwise have been served with the complaint.

Name: Alexandra Kleeman
Title: Attorney
Company: Hillis Clark Martin & Peterson P.S.
Address: 999 Third Avenue, Suite 4600
Seattle, WA 98104
Phone: (206) 470-7697
Email: alexandra.kleeman@hcmp.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: EARLE M. JORGENSEN COMPANY

1/8/2025
Dated _____


Name: William A. Smith II
Title: Vice President and Secretary
Address: Earle M. Jorgensen Company
10650 Alameda Street
Lynwood, CA 90262

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: Scott H. Reisch
Title: Partner
Company: Hogan Lovells US LLP
Address: 1601 Wewatta St. Ste. 900
Denver, CO 80202
Phone: (303) 899-7355
Email: scott.reisch@hoganlovells.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: LINDE INC. (f/k/a PRAXAIR, INC.)

1/8/2025

Dated

Name: 
Guillermo Bichara
Linde Inc.

Title: Executive Vice President & Chief Legal Officer

Address: 10 Riverview Drive
Danbury, CT 06810

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: Sanaa Almarayati

Title: Manager Legal Services

Company: Linde Inc.

Address: 10 Riverview Drive
Danbury, CT 06810


Phone: 203-837-2046

Email: sanaa.almarayati@linde.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*


FOR: GLACIER NORTHWEST, INC.

1/6/2025
Dated


Name: Allen Hamblen
Title: President and CEO
Address: 10655 W Park Run Dr, Ste 275
Las Vegas, NV 89144

FOR: NORTHWEST AGGREGATES CO.

1/6/2025
Dated


Name: Allen Hamblen
Title: President and CEO
Address: 10655 W Park Run Dr, Ste 275
Las Vegas, NV 89144

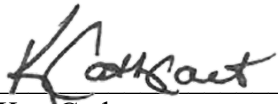
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Name: Deborah Murphey
Title: Associate General Counsel
Company: Glacier Northwest, Inc.
Address: 2025 E Financial Way
Glendora, CA 91741
Phone: 626-852-6293
Email: dmurphey@calportland.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

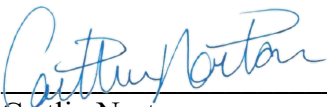
**FOR: HOLCIM CANADA HOLDINGS LLC
(f/k/a LAFARGE NORTH AMERICA
INC.)**

January 6, 2025
Dated


Name: Ken Cathcart
Title: Vice President, General Counsel North
America and Assistant Secretary
Address: 6509 Airport Road
Mississauga, ON, Canada L4V 1S7

FOR: LAFARGE PNW INC.

January 6, 2025
Dated


Name: Caitlin Norton
Title: General Counsel and Assistant Secretary
Address: 6509 Airport Road
Mississauga, ON, Canada L4V 1S7

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, these Settling Defendants agree to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **These Settling Defendants hereby designate the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** These Settling Defendants understand that they do not need to file an answer to the complaint until they have executed the waiver of service or otherwise have been served with the complaint.

Name: Steven C. Kohl
Title: Of Counsel
Company: Warner Norcross + Judd LLP
Address: 2715 Woodward Avenue, Suite 300
Detroit, MI 48201
Phone: 248-568-1123
Email: skohl@wnj.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: INTERNATIONAL PAPER COMPANY

01/08/2025

Dated

Name: Joseph R. Saab
Title: Senior Vice President, General Counsel &
Corporate Secretary
Address: 6400 Poplar Avenue
Memphis, TN 38197

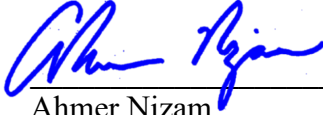
If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: Brian E. Heim
Title: General Counsel, EHS & Sustainability
Company: International Paper Company
Address: 6400 Poplar Avenue
Memphis, TN 38197
Phone: 901-419-3824
Email: brian.heim@ipaper.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

**FOR: WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION**

December 20, 2024
Dated


Name: Ahmer Nizam
Title: WSDOT Environmental Services Director
Address: 310 Maple Park Ave SE, Olympia WA 98501
Mail Stop 47331

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: Yasmine L. Tarhouni
Title: Assistant Attorney General
Company: Office of Attorney General, Washington State
Transportation and Public Construction
Division
Address: P.O. Box 40113
Olympia, WA 98504-0113
Phone: (360) 753-6130
Email: serviceATG@atg.wa.gov
tpcEF@atg.wa.gov

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: SILVER BAY LOGGING, INC.

12/27/2024
Dated
Name: Betty Buhler
Title: Secretary
Address: PO Box 270
Kelso, WA 98626-0023

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: Laura Maffei
Title: Partner
Company: Cable Huston LLP
Address: 1455 SW Broadway, Suite 1500
Portland, OR 97201-3412
Phone: (503) 224-3092
Email: lmaffei@cablehuston.com

CONSENT DECREE - 113

U.S. DEPARTMENT OF JUSTICE
Environment and Natural Resources Division
7600 Sand Point Way NE
Seattle, WA 98115

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

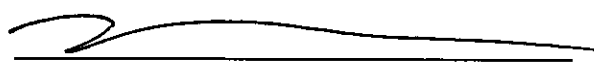
FOR: BOYER TOWING, INC.

12/30/24
Dated


Name: Boyer Halvorsen
Title: President
Address: 7318 4th Avenue South
Seattle, WA 98108


FOR: BOYER LOGISTICS, INC.

12/30/24
Dated


Name: Boyer Halvorsen
Title: President
Address: 7318 4th Avenue South
Seattle, WA 98108

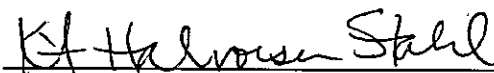
FOR: BOYER HALVORSEN

12/30/24
Dated


Name: Boyer Halvorsen
Address: 7318 4th Avenue South
Seattle, WA 98108

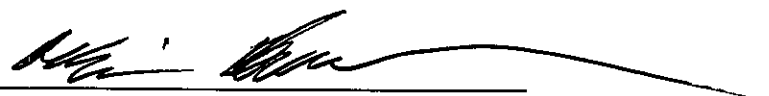
FOR: KIRSTEN HALVORSEN STAHL

12-27-24
Dated


Name: Kirsten Halvorsen Stahl
Address: 7318 4th Avenue South
Seattle, WA 98108

FOR: MAIA HALVORSEN

1-02-25
Dated


Name: Maia Halvorsen
Address: 7318 4th Avenue South
Seattle, WA 98108


If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, these Settling Defendants agree to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **These Settling Defendants hereby designate the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** These Settling Defendants understand that they do not need to file an answer to the complaint until they have executed the waiver of service or otherwise have been served with the complaint.

Name: Kim Maree Johannessen
Title: President
Company: Johannessen & Associates, P.S.
Address: 5413 Meridian Avenue North, Suite B
Seattle, WA 98103
Phone: (206) 632-2000
Email: kmj@johanassocs.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*


FOR: SEATAC MARINE PROPERTIES, LLC

Jan 6, 2025
Dated


Name: Walter Seay
Title: Governor
Address: 6701 Fox Avenue South
Seattle, WA 98108

FOR: SEATAC MARINE SERVICES, LLC

Jan 6, '25
Dated


Name: Walter Seay
Title: Governor
Address: 6701 Fox Avenue South
Seattle, WA 98101


If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, these Settling Defendants agree to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **These Settling Defendants hereby designate the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** These Settling Defendants understand that they do not need to file an answer to the complaint until they have executed the waiver of service or otherwise have been served with the complaint.

Name: Douglas Steding
Title: Managing Partner
Company: Northwest Resource Law PLLC
Address: 71 Columbia Street, Suite 325
Seattle, WA 98104
Phone: (206) 971-1567
Email: dsteding@nwresourcelaw.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: PUGET SOUND ENERGY, INC.

12/19/24
Dated


Name: Lorna Luebke
Title: General Counsel/SVP Chief Sustainability
Officer
Address: PO Box 97034, Bellevue, WA 98009

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: Courtney Seim
Title: Partner
Company: Seyfarth Shaw LLP
Address: 999 Third Ave., Suite 4700
Seattle, WA 98104
Phone: 206-946-4913
Email: cseim@seyfarth.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

**FOR: WELLS FARGO BANK, NATIONAL
ASSOCIATION**

Signed by:



93381AB941C94EA

1/2/2025

Dated

Name: Craig Baldauf
Title: Deputy General Counsel | Executive Vice President
Address: 401 S. Tryon St., Charlotte, NC 28202-1675

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.


Company: Corporation Service Company
Address: 2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833-3505
Phone: 1.800.927.9800

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: CONGLOBAL INDUSTRIES, LLC

1/3/2025

Dated


Name: Paul Kleppetsch
Title: Vice President and General Counsel
Address: 8205 S. Cass Avenue, Suite 115
Darien, IL 60561


If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: John J. Houlihan Jr./ John (JT) Cooke
Title: Outside Counsel to ConGlobal Industries, LLC
Company: Houlihan Law P.C.
Address: 100 N. 35th Street
Seattle, WA 98103
Phone: (206)547-5052
Email: john@houlihan-law.com; jt@houlihan-law.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*


FOR: WESTROCK LONGVIEW, LLC (f/k/a
LONGVIEW FIBRE PAPER AND
PACKAGING, INC.)

1/6/25
Dated


Name: Nina E. Butler
Title: VP, Chief Environmental Officer and
Deputy General Counsel
Address: 1000 Abernathy Road NE
Atlanta, GA 30328

FOR: WESTROCK SERVICES, LLC

1/6/25
Dated


Name: Nina E. Butler
Title: VP, Chief Environmental Officer and
Deputy General Counsel
Address: 1000 Abernathy Road NE
Atlanta, GA 30328

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, these Settling Defendants agree to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **These Settling Defendants hereby designate the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** These Settling Defendants understand that they do not need to file an answer to the complaint until they have executed the waiver of service or otherwise have been served with the complaint.

Name: David C. Weber
Title: Principal
Company: Beveridge & Diamond, P.C.
Address: 600 University Street, Suite 1601
Seattle, WA 98101
Phone: 206-315-4800
Email: dweber@bdlaw.com

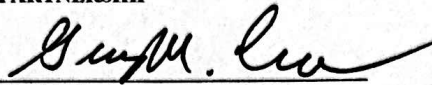
CONSENT DECREE - 120

U.S. DEPARTMENT OF JUSTICE
Environment and Natural Resources Division
7600 Sand Point Way NE
Seattle, WA 98115

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

**FOR: SOUTH PARK MARINA LIMITED
PARTNERSHIP**

12/31/24
Dated


Name: Guy M. Crow
Title: General Partner and Limited Partner
Address: South Park Marina
8604 Dallas Ave. S
Seattle, WA 98108

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: Thomas D. Adams
Title: Attorney
Company: Karr Tuttle Campbell
Address: 701 Fifth Ave., Suite 3300
Seattle, WA 98104
Phone: (206) 223-1313
Email: tadams@karrtuttle.com

CONSENT DECREE - 121

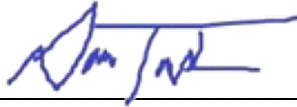
U.S. DEPARTMENT OF JUSTICE
Environment and Natural Resources Division
7600 Sand Point Way NE
Seattle, WA 98115

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: ASH GROVE CEMENT COMPANY

12/27/2024

Dated



Name: David M. Toolan
Title: Assistant Secretary
Address: 900 Ashwood Parkway, Suite 800
Atlanta, GA 30338

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: Joshua Lipsky
Title: Legal Counsel
Company: Cascadia Law Group
Address: 1201 Third Avenue, Suite 320
Seattle, WA 98101
Phone: (206) 292-2633
Email: jlipsky@cascadialaw.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

**FOR: NORTHWEST CONTAINER
SERVICES, INC.**

1/8/2025
Dated



Name: Patrick J. Shea
Title: Executive Vice President, General Counsel
and Secretary
Address: 3 Waterway Square Place, Suite 110
The Woodlands, TX 77380


If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: Eric L. Christensen
Title: Principal
Company: Beveridge & Diamond P.C.
Address: 600 University Street, Suite 601
Seattle, Washington 98101
Phone: 206-315-3025
Email: echristensen@bdlaw.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

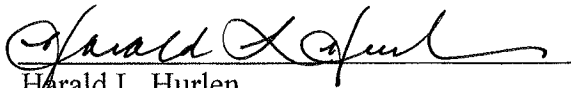
FOR: HARALD L. HURLEN

Dated
27 DEC 2024


Name: Harald L. Hurlen
Address: 2505 School Street
Solvang, CA 93463


FOR: HURLEN CONSTRUCTION COMPANY

Dated
27 DEC 2024


Name: Harald L. Hurlen
Title: President/Manager
Address: 2505 School Street
Solvang, CA 93463


FOR: HURLEN LOGISTICS, LLC, a dissolved company

Dated
27 DEC 2024


Name: Harald L. Hurlen
Title: President/Manager
Address: 2505 School Street
Solvang, CA 93463

FOR: SIX TWENTY SOUTH LOGISTICS, LLC, a dissolved company

Dated
27 DEC 2024


Name: Harald L. Hurlen
Title: President/Manager
Address: 2505 School Street
Solvang, CA 93463

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, these Settling Defendants agree to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **These Settling Defendants hereby designate the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** These Settling Defendants understand that they do not need to file an answer to the complaint until they have executed the waiver of service or otherwise have been served with the complaint.

CONSENT DECREE - 124

U.S. DEPARTMENT OF JUSTICE
Environment and Natural Resources Division
7600 Sand Point Way NE
Seattle, WA 98115

Name: Alexandra Kleeman
Title: Attorney
Company: Hillis Clark Martin & Peterson P.S.
Address: 999 Third Avenue, Suite 4600
Seattle, WA 98104
Phone: (206) 470-7697
Email: alexandra.kleeman@hcmp.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

**FOR: PSFL LEASING, INC. (f/k/a PUGET
SOUND TRUCK LINES, INC.), a
dissolved corporation**

12/23/2024
Dated

Name: Thomas Lovejoy
Title: Former Chairman
Address: 10700 N.E. 4th St.
Unit 3414
Bellevue, WA 98004

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, these Settling Defendants agree to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **These Settling Defendants hereby designate the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** These Settling Defendants understand that they do not need to file an answer to the complaint until they have executed the waiver of service or otherwise have been served with the complaint.

Name: Patrick M. Paulich
Title: Of Counsel
Company: Betts Patterson & Mines, P.S.
Address: 701 Pike St., #1025
Seattle, WA 98101-3915
Phone: (206) 268-8651
Email: ppaulich@bpmlaw.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: WEYERHAEUSER COMPANY

1/7/2025

Dated

Name: Kristy T. Harlan

Title: SVP General Counsel & Corporate Secretary

Address: 220 Occidental Ave S, Seattle, WA 98104

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: Jeffrey C. Miller

Title: Counsel for Weyerhaeuser Company

Company: Miller Nash LLP

Address: 1140 SW Washington St, Ste 700
Portland, OR 97205

Phone: (503) 205-2542

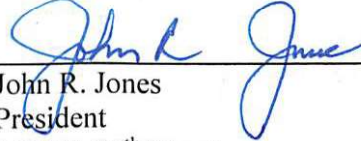
Email: jeff.miller@millernash.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: DELTA MARINE INDUSTRIES, INC.

12/30/24
Dated

Name: John R. Jones
Title: President
Address: 1608 S. 96th Street
Seattle, WA 98108



If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: Clark J. Davis
Title: Attorney
Company: Davis Law Office, PLLC
Address: 7191 Wagner Way NW, Suite 202
Gig Harbor, WA 98335
Phone: 253-858-9422
Email: cdavis@cjd-law.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

**FOR: ARDAGH GLASS INC. (f/k/a SAINT-
GOBAIN CONTAINERS INC.)**

1/4/25
Dated

Name: Jason Ty Sibbitt
Title: Associate General Counsel
Address: 10194 Crosspoint Blvd. #410
Indianapolis, IN 46256


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Name: E. Sean Griggs
Title: Attorney
Company: Barnes & Thornburg LLP
Address: 11 South Meridian Street
Indianapolis, IN 46204
Phone: (317) 231-7793
Email: sean.griggs@btlaw.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: BALL CORPORATION

1.3.25
Dated _____

Name:  _____
Title: Chief Legal Officer
Address: 9200 W. 108th Circle
Westminster, CO 80021

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: Katie C. Gannon
Title: Principal
Company: Bressler, Amery & Ross, P.C.
Address: 325 Columbia Turnpike
Florham Park, NJ 07932
Phone: 973.937.6726
Email: kgannon@bressler.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: BAYER CROPSCIENCE INC.

January 7, 2025
Dated

Name: Molly M. Jones
Title: Head of North America Environmental and Sustainability
Address: Bayer U.S. LLC
Sustainability, Safety, Health & Environment
800 N. Lindbergh Blvd.
St. Louis, MO 63167

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: Connie Sue Martin
Title: Attorney
Company: Schwabe Williamson & Wyatt
Address: 1420 5th Ave., Suite 3400
Seattle, WA 98101
Phone: 206-407-1556
Email: csmartin@schwabe.com


CONSENT DECREE - 131

U.S. DEPARTMENT OF JUSTICE
Environment and Natural Resources Division
7600 Sand Point Way NE
Seattle, WA 98115

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: BNSF RAILWAY COMPANY

1/2/25
Dated


Name: John Lovenburg
Title: Vice President Environment & Sustainability
Address: BNSF Railway Company
2500 Lou Menk, AOB-3
Fort Worth, TX 76131

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: Denise L. Ashbaugh
Title: Attorney
Company: Arete Law Group, PLLC
Address: 1218 Third Avenue, Suite 2100
Seattle, WA 98101
Phone: (206) 428-3252
Email: dashbaugh@aretelaw.com

CONSENT DECREE - 132

U.S. DEPARTMENT OF JUSTICE
Environment and Natural Resources Division
7600 Sand Point Way NE
Seattle, WA 98115

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

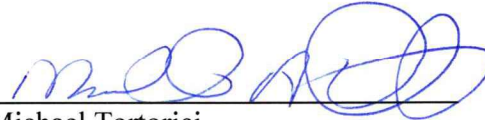
FOR: CENTERPOINT 8801 MARGINAL LLC

By: CENTERPOINT PROPERTIES
TRUST, a Maryland real estate investment
trust, its Member

1/7/25

Dated

Name: Michael Tortorici
Title: Senior Vice President and Treasurer
Address: 1808 Swift Drive
Oak Brook, IL 60523



1/7/25

Dated

Name: Rick Mathews
Title: General Counsel
Address: 1808 Swift Drive
Oak Brook, IL 60523



If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: John J. Houlihan Jr./ John (JT) Cooke
Title: Outside Counsel to Centerpoint 8801 Marginal
LLC
Company: Houlihan Law P.C.
Address: 100 N. 35th Street
Seattle, WA 98103
Phone: (206)547-5052
Email: john@houlihan-law.com; jt@houlihan-
law.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: FORD MOTOR COMPANY

Jan-05-2025

Dated

Name: David J. Witten
Title: Assistant Secretary
Address: One American Road, Dearborn, Michigan
48126

DocuSigned by:



22B1409E26D7402...


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Name: Kristen Klick
Title: Attorney, Environmental
Company: Ford Motor Company
Address: Office of the General Counsel
One American Road
Dearborn, Michigan 48126
Phone: 313-920-2129
Email: kklick@ford.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*


**FOR: GENERAL RECYCLING OF
WASHINGTON, LLC**

1/7/2025
Dated


Name: Chris D. Trunck
Title: Secretary
Address: 1915 Rexford Rd, Charlotte, NC 28211


FOR: DAVID J. JOSEPH COMPANY

1/7/2025
Dated


Name: Chris D. Trunck
Title: Secretary
Address: 1915 Rexford Rd, Charlotte, NC 28211

FOR: NUCOR STEEL SEATTLE, INC.

1/7/2025
Dated


Name: Chris D. Trunck
Title: Secretary
Address: 1915 Rexford Rd, Charlotte, NC 28211


If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, these Settling Defendants agree to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **These Settling Defendants hereby designate the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** These Settling Defendants understand that they do not need to file an answer to the complaint until they have executed the waiver of service or otherwise have been served with the complaint.

Name: Christopher J. Esbrook
Title: Partner
Company: Esbrook P.C.
Address: 321 N. Clark St., Suite 1930
Chicago, IL 60654
Phone: 312-319-7681
Email: christopher.esbrook@esbrook.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: CHIYODA CORPORATION


1/7/2025
Dated


Name: Koji Ota
Title: Representative Director, President & CEO

Address: 4-6-2, Minatomirai, Nishi-ku,
Yokohama 220-8765, Japan

FOR: CHIYODA INTERNATIONAL
CORPORATION

1/7/2025
Dated


Name: Katsuhiko Jogan
Title: President
Address: 2050 West Sam Houston Parkway South,
Suite 850, Houston, TX 77042

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, these Settling Defendants agree to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **These Settling Defendants hereby designate the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** These Settling Defendants understand that they do not need to file an answer to the complaint until they have executed the waiver of service or otherwise have been served with the complaint.

Name: Clark J. Davis
Title: Attorney
Company: Davis Law Office, PLLC
Address: 7191 Wagner Way NW, Suite 202
Gig Harbor, WA 98335
Phone: 253-858-9422
Email: cdavis@cjd-law.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

**FOR: S & JA HALE FAMILY LIMITED
PARTNERSHIP**

Signed by:

11B0D8A141DE4B3

Dated
1/3/2025

Name: Kristine Shimmin
Title: Owner
Address: 4312 Muirwood Drive
Pleasanton, CA 94588

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Name: Jeffrey Bilanko
Title: Partner
Company: Carroll, Biddle, & Bilanko, PLLC
Address: 411 W. Mercer St.
Seattle, WA 98119
Phone: 206-338-1496
Email: jbilanko@cbblegal.com

Signature Page for Consent Decree in *United States v. The Boeing Company, et al.*

FOR: FOX AVENUE BUILDING, LLC

Dated

Name: Robert Code
Title: Member
Address: 6900 Fox Avenue South
Seattle, WA 98108

If the Decree is not approved by the Court within 60 days after the date of lodging, and the United States requests, this Settling Defendant agrees to accept service of the complaint by mail, and to execute a waiver of service of a summons under Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court. **This Settling Defendant hereby designates the agent below to accept service of the complaint by mail and to execute the Rule 4 waiver of service.** This Settling Defendant understands that it does not need to file an answer to the complaint until it has executed the waiver of service or otherwise has been served with the complaint.

Name: Alexandra Kleeman
Title: Attorney
Company: Hillis Clark Martin & Peterson P.S.
Address: 999 Third Avenue, Suite 4600
Seattle, WA 98104
Phone: (206) 470-7697
Email: alexandra.kleeman@hcmp.com

CONSENT DECREE - 139

U.S. DEPARTMENT OF JUSTICE
Environment and Natural Resources Division
7600 Sand Point Way NE
Seattle, WA 98115

RESPONSE COST SETTLEMENT AND IMPLEMENTATION AGREEMENT FOR LOWER DUWAMISH WATERWAY SUPERFUND SITE

This **Agreement** is made as of the **Effective Date**¹ between and among The **Boeing Company**, the **City of Seattle**, and **King County** (collectively, “**Performing Parties**”) whose authorized representatives have executed counterparts of this **Agreement**.

RECITALS

WHEREAS, the **EPA**, pursuant to its authority under **CERCLA**, listed the **LDW Site** on the National Priorities List on September 13, 2001;

WHEREAS, the **City of Seattle**, **King County**, **Port of Seattle**, and The **Boeing Company** entered into the **LDWG MOA** to form a performing **PRP** group referred to as **LDWG** in June 2000. **LDWG** members shortly thereafter each entered into an **AOC** with **EPA** and **Ecology**, which required **LDWG** members to perform a **RI/FS** for the **LDW Site**. The **AOC** has since been amended several times to require **LDWG** members to perform other studies and a portion of the design work for the **LDW Site**. Some of that work is ongoing;

WHEREAS, following **LDWG**’s completion of the **RI/FS** and **EPA**’s issuance of a Proposed Plan, **EPA** issued a **ROD** in November 2014, which sets forth the remedy for remediation of the **LDW Site**;

WHEREAS, the **LDWG** members plus around 40 other parties entered into the **Allocation MOA**, which became effective on April 25, 2014 and was later amended multiple times, for the purpose of developing recommended shares of costs incurred to perform the **Work** under the **AOC**, other **Work** required by **EPA** or **Ecology**, and costs to be incurred in the future relating to remediation of the **LDW Site**;

WHEREAS, pursuant to the **Allocation MOA**, the **Allocation Parties** hired the **Allocator** for the purpose of making a recommendation of each **Allocation Party**’s allocated share of costs for the **LDW Site**;

WHEREAS, the **Allocation Parties** participated in the **Allocation Process** contemplated by the **Allocation MOA** and the **Allocator** issued a **Final Allocation Report** which, among other things, set forth the **Allocator**’s recommendation of each **Allocation Party**’s allocated share of costs;

WHEREAS, the **Port** withdrew from the **Allocation Process** and from **LDWG** in July 2022; the remaining **LDWG** members continue to perform and the **Port** continues to fund its share of ongoing **Work** under the **AOC** pursuant to the terms of the **LDWG MOA**, though the **AOC** will terminate per the terms of the Sixth Amendment to the **AOC** on the date the **Consent Decree** is entered by a federal court;

¹ All bolded terms are defined in the Definitions section.

WHEREAS, except for the **Port** and **Hanson**, all of the **Allocation Parties**, including the remaining **LDWG** members, accepted their **FAR Shares** for the purpose of settlement negotiations;

WHEREAS, **Hanson** previously settled with the **LDWG** members and others in bankruptcy proceedings;

WHEREAS, the remaining **LDWG** members have expressed the intent to serve as **Performing Parties** for implementation of the **LDW Site** remedy;

WHEREAS, the remaining **LDWG** members and other parties have negotiated a **Consent Decree** with **EPA** and **Ecology**, which is anticipated to be entered in federal court;

WHEREAS, to allow implementation of the **LDW Site** remedy to proceed on schedule, on July 18, 2024, **EPA** issued a “bridge” **UAO** to the remaining **LDWG** members;

WHEREAS, the remaining **LDWG** members in September 2024 amended the **LDWG MOA** for a ninth time to cover their cooperation and cost sharing to implement the **UAO**, and intend for this **Agreement** to supersede the **LDWG MOA** including all amendments thereto upon the **Effective Date** of the **Consent Decree** that supersedes the **UAO**;

WHEREAS, instead of participating in the performance of the remedy selected by **EPA** in the **ROD**, the remaining **Allocation Parties** negotiated settlements to resolve their liability for the cleanup of the **LDW Site** by paying **Settlement Funds** to the **Performing Parties** either as one-time lump sum payments (**Cash Out Parties**) or on a pay-as-you-go basis (**Funding Party**);

WHEREAS, the **Performing Parties** have negotiated a settlement with the **Settling Federal Agencies**, terms of which are contained in the **Consent Decree**, and may reach settlements regarding **Response Costs** for the **LDW Site** with other parties, such as the **Port** and parties who did not participate in the allocation process.

NOW, THEREFORE, in consideration of the foregoing, the **Performing Parties** mutually agree as follows:

A. **Definitions**

1. “**Agreement**” means this Response Cost Settlement and Implementation Agreement for Lower Duwamish Waterway Superfund Site.

2. “**Allocation MOA**” means the Alternative Dispute Resolution Memorandum of Agreement for the **Allocation Process** signed by 25 parties as of April 25, 2014 and later amended to add more parties and make additional changes. This definition is inclusive of all amendments to the **Allocation MOA**.

3. “**Allocation Parties**” means the parties that entered into the **Allocation MOA** and have participated in the **Allocation Process**; the composition of the **Allocation Parties** has changed over time.

4. “**Allocation Process**” means the alternative dispute resolution process conducted pursuant to the **Allocation MOA**.

5. “**Allocator**” means the practicing attorney with substantial experience with **CERCLA** and allocating costs between **PRPs** who was hired to provide a recommended allocation of responsibility among the **Allocation Parties** and others for costs associated with the **LDW Site**.

6. “**AOC**” means the Administrative Order on Consent executed by **LDWG** members, **EPA**, and **Ecology** in December 2000, and all amendments thereto.

7. “**Boeing**” means The Boeing Company.

8. “**Cash Out Party**” (in the singular) or “**Cash Out Parties**” (collectively) shall mean any remaining **Allocation Party** or any other party, other than the **Settling Federal Agencies**, that makes a one-time payment (or in the case of those claiming financial hardship, a limited number of payments) to the **Performing Parties** to resolve its liability at the **LDW Site**.

9. “**CERCLA**” means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq.

10. “**City**” means City of Seattle.

11. “**Consent Decree**” means a consent decree entered in federal court that is signed by the **Performing Parties** and **EPA**, at minimum, and that governs the **Performing Parties’** implementation of the **LDW Site** remedy consistent with the **ROD** and under **EPA** oversight, and including any modifications to the **Work** under Paragraph 11(d) of the **Consent Decree**.

12. “**Confidential Information**” means any portions of any documents or communications exchanged between **Performing Parties** regarding the **Site**, including but not limited to communications concerning the development and implementation of this **Agreement**, the **Work**, or negotiations with **Cash Out Parties** or other **PRPs**, and that are subject to the application of a legal privilege or doctrine or other legal protection from disclosure (including but not limited to the mediation privilege, joint-defense privilege, attorney-client or work-product privilege), and that have not been disclosed in a manner that is a waiver of the applicable privilege (absent any unauthorized or unintentional disclosure).

13. “**Contracting LDWG Member**” means a member of **LDWG** (i.e., a **Performing Party**) that the **LDWG** members (**Performing Parties**) agree should contract with a consultant or contractor to manage or perform any part of the **Work** and who does so.

14. “**County**” means King County.

15. “**Covered Matters**” means claims or liabilities for **Past Costs**, **Interim Costs**, **Future Costs**, and other costs incurred by remaining **LDWG** members to implement orders regarding the **Early Action Areas**.

16. “**Early Action Areas**” means the five areas of the **LDW Site** identified in the **ROD** where early cleanup was performed: Duwamish Diagonal CSO/SD, Slip 4, Plant 2/Jorgensen Forge, Terminal 117, and Norfolk CSO/SD.

17. “**Ecology**” means the Washington State Department of Ecology.

18. “**Effective Date**” means the date this **Agreement** takes effect, which is the date when the **Consent Decree** has been entered by the Court. The **Performing Parties** may unanimously agree in writing to change the definition of **Effective Date** at any time after they execute this **Agreement**.

19. “**EPA**” means the United States Environmental Protection Agency.

20. “**Final Allocation Report**” or “**FAR**” means the **Final Allocation Report** issued by the **Allocator** in May 2022.

21. “**FAR Shares**” means the shares set forth in Attachment 1 to the **FAR** (entitled “MOA Participants and the United States”).

22. “**Funding Parties**” means **Allocation Parties** or others that settle their liability for **Future Costs** by paying their share of such costs as they are incurred rather than becoming **Cash Out Parties**. As of the date this **Agreement** is signed, Continental Holdings, Inc. is the only **Funding Party**.

23. “**Future Costs**” means **Response Costs** incurred by **Performing Parties** to implement the remedy and meet other requirements of the **Consent Decree**, whether incurred collectively (“**Future Shared Costs**”) or individually (“**Future Individual Costs**”), on or after the **Effective Date**.

24. “**Gap Cost(s)**” means short-term or permanent gaps in funding as a result of some parties who were assigned **FAR Shares** not paying their full **FAR Shares** of **Response Costs** for the **Work**.

25. “**Hanson**” means Hanson Permanente Cement, Inc. and Kaiser Gypsum Co., Inc.

26. “**Individual Costs**” are necessary, NCP-consistent costs other than **Shared Costs** that are incurred on an individual basis by each **Performing Party** to implement the **Work**. The costs incurred by the **City** and **Boeing** to perform the monitoring required by **EPA** in their respective **Early Action Areas** until those **Early Action Areas** are incorporated into the **Site** remedy for long-term monitoring and institutional controls under the **Consent Decree**, Appendix B (Statement of Work) are not considered **Individual Costs** that can be reallocated for purposes of this **Agreement**.

27. “**Interim Costs**” means **Response Costs** incurred by remaining **LDWG** members to implement the **Work** required by the **AOC** or the **UAO** (or incurred in anticipation of the **UAO** or **Consent Decree**) for the period from January 1, 2023 up to the **Effective Date**,

whether incurred collectively (“**Shared Interim Costs**”) or individually (“**Individual Interim Costs**”), and further sub-categorized as follows:

(a) “**Interim AOC Costs**” means **Interim Costs** incurred by the remaining **LDWG** members to perform work required by the **AOC**; and

(b) “**Interim Bridge Costs**” means **Interim Costs** incurred by the remaining **LDWG** members to perform work that was (1) necessary in order to commence construction of the remedy in 2024, (2) not addressed by the **AOC**, and (3) required by or incurred in anticipation of the **UAO** or **Consent Decree** and their attached **SOWs**.

28. “**Joint Contractors/Consultants**” means all of the contractors and consultants hired by **Contracting LDWG Members** to manage or perform any part of the **Work**.

29. “**LDW**” or “**LDW Site**” or “**Site**” means the Lower Duwamish Waterway Superfund Site, which **EPA** listed on the National Priorities List on September 13, 2001, as defined as “**Site**” in the **Consent Decree**.

30. “**LDWG**” means the performing **PRP** group known as the Lower Duwamish Waterway Group, as that group has changed over time (or individually, “**LDWG member**”); **LDWG** originally consisted of the **City**, the **County**, **Boeing** and the **Port**; remaining **LDWG** members following the **Port**’s withdrawal now consist of the **City**, the **County** and **Boeing**, and the three are referred to as either “remaining **LDWG** members” or **Performing Parties** in this **Agreement** based on the point of reference.

31. “**LDWG MOA**” means the Memorandum of Agreement executed by **LDWG** members in 2000, its nine amendments, and future amendments, if any.

32. “**Past Costs**” means **Response Costs** to implement the **AOC** incurred by the remaining **LDWG** members, whether incurred collectively (“**Past Shared Costs**”) or individually (“**Past Individual Costs**”), through December 31, 2022.

33. “**Performing Parties**” means the parties responsible for performing the **Work** required by the **Consent Decree**, which are **Boeing**, the **City**, and the **County** (or individually “**Performing Party**”).

34. “**Performing Party Share**” means the percentage share that results from redistributing 100% of all **FAR Shares** among the **Performing Parties** in proportion to each of their **FAR Shares**. The **Performing Party Shares** are as follows:

Performing Party	FAR Share	Performing Party Share
Boeing	30.1091%	53.5896%
City	17.6774%	31.4631%

County	8.3981%	14.9473%
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35. “**Person**” (in the singular) or “**Persons**” (in the plural) shall have the same definition as “person,” as defined in 42 U.S.C. § 9601(21).

36. “**Port**” means the Port of Seattle.

37. “**PRP**” means Potentially Responsible Party as that term is defined in 40 C.F.R. § 304.12.

38. “**Response Actions**” means actions taken at the **LDW Site** in “response” as that term is defined in 40 C.F.R. § 307.14, performed by **LDWG** members or the **Performing Parties** to implement the **AOC**, the **UAO** or **Consent Decree** or in anticipation of the **UAO** or **Consent Decree**, or orders regarding **Early Action Areas**.

39. “**Response Costs**” means costs of “response” as that term is defined in 40 C.F.R. § 307.14 and incurred or paid in connection with **Response Actions**, including any penalties that may be assessed under the **Consent Decree**.

40. “**RI/FS**” means the Remedial Investigation and Feasibility Study prepared for the **LDW Site**.

41. “**ROD**” means the Record of Decision that selected the remedy for the **LDW Site** and was issued by **EPA** in November 2014, and all attachments thereto, as modified by the Explanation of Significant Differences issued by **EPA** in September 2021, and all attachments thereto.

42. “**Settling Party**” or “**Settling Parties**” means all parties that settle their liability for the **LDW Site** with the **Performing Parties**, including **Cash Out Parties**, the **Funding Party**, and the **Settling Federal Agencies**. “**Settlement Funds**” are the funds received from **Settling Parties** pursuant to settlement agreements between **Performing Parties** and **Settling Parties**.

43. “**Settling Federal Agencies**” means the agencies of the United States Government that settle their liability for the **LDW Site** with the **Performing Parties**. The **Settling Federal Agencies** are those that are listed in the **Consent Decree**.

44. “**Shared Costs**,” shall mean necessary, NCP-consistent costs the **Performing Parties** have agreed were or will be incurred for the following: 1) payments, including payments associated with changes to original contracts when the changes are agreed to by the **Performing Parties** or required by **EPA**, to **Joint Contractors/Consultants**; 2) **EPA** and **Ecology** oversight costs invoiced to the **Performing Parties** for the **Work**; 3) costs associated with any **EPA**-required modifications to the SOWs attached to the **AOC**, **UAO**, or **Consent Decree** and incurred for the **Work**; 4) costs associated with implementing changes or additional **Work** required by the **AOC**, **UAO** or **Consent Decree**; 5) costs of a **Contracting LDWG Member’s** staff directly involved with procuring a **Joint Contractor/Consultant**, contract negotiations, project management, construction management, and other related tasks (including

providing subject matter expertise, such as real property, health and safety, archeological, etc. expertise) for the **Work**; 6) costs of developing, negotiating and implementing appropriate access, easement, or tribal agreements, including but not limited to the cost of covering associated indemnities except to the extent of the willful or negligent acts or omissions of any one **Performing Party's** representative(s), as necessary to implement the **Work**; and 7) costs for drafting, negotiating and implementing required institutional controls. The **LDWG Manager** group or Director group may determine by consensus that additional costs should be treated as **Shared Costs**.

45. “**Trust Agreement**” means an agreement between the **Performing Parties** and a trustee (the “**Trustee**”) for the trust required by this **Agreement** and the settlements with the **Settling Parties** (the “**Trust**”), which shall define how the **Trustee** is to manage funds in the **Trust** and perform other tasks.

46. “**UAO**” means the Unilateral Administrative Order issued by **EPA** on July 18, 2024 to all the remaining **LDWG** members for the **LDW Site** to bridge the gap between the timely commencement of cleanup construction and the effective date of the **Consent Decree**, which will thereafter govern continued implementation of the **LDW Site** remedy by the **Performing Parties**.

47. “**Work**” means those actions required to implement the **AOC**, the **UAO** or the **Consent Decree**.

B. Effective Date and Appendices

1. The provisions of this **Agreement** shall take effect upon the **Effective Date**.

2. The following Appendices are attached to and incorporated into this **Agreement**:

- (a) Additional Terms for Settlement Implementation – Lower Duwamish Waterway (Appendix A)
- (b) Amount and Distribution of Settlement Funds (Appendix B)
- (c) Past Cost Reallocation Among Performing Parties (Appendix C)
- (d) Distribution of Orphan Share Relief (Appendix D)

C. Implementation of the Work and Decision-Making

1. The **Performing Parties** agree to perform (or to contract with third parties to perform), to make decisions and to pay for the cost of the **Work** required by the **Consent Decree** consistent with the terms of this **Agreement** including the Additional Terms for Settlement Implementation (Appendix A) and other appendices attached hereto.

2. The **City** and **Boeing** agree to continue to individually perform and pay separately for the monitoring required by **EPA** in their respective **Early Action Areas**, which costs shall not be subject to the cost sharing and reallocation terms of this **Agreement**. After those **Early Action Areas** are incorporated into the **Site** remedy for long-term monitoring and institutional controls under the **Consent Decree**, Appendix B (Statement of Work), such subsequent costs will become subject to the cost sharing and reallocation terms of this **Agreement**.

D. Funding the Work required by the Consent Decree

1. For purposes of settlement and to ensure that 100% of the cost is funded, the **Performing Parties** agree to fund the **Work** required by the **Consent Decree**, including **Gap Costs**, by paying their respective **Performing Party Shares** of the necessary, NCP-consistent costs of that **Work**. Sources of the funds that the **Performing Parties** will use to pay their **Performing Party Shares** include funds received from or paid by other parties for the **Work** in addition to any other available source(s) of funds. This obligation is made subject to subsequent adjustment for certain **Future Costs** under Appendix D only to accomplish the distribution of orphan share relief among the **Performing Parties**.

2. The **Consent Decree** requires the **Performing Parties** to provide one of several specified mechanisms of financial assurance initially in the amount of \$667,842,290. The **City** agrees to perform the demonstration showing it meets the specified financial test under Paragraph 25 of the **Consent Decree**, in order to satisfy the **Consent Decree's** requirement that the **Performing Parties** provide financial assurance. By agreeing to meet the financial test required by the **Consent Decree**, however, the **City** is not agreeing to be responsible for providing funds to cover the **Performing Party Shares** of the **County** and **Boeing** in the event of a work takeover by **EPA**. In the event that **EPA** takes over part or all of the **Work**, each of the **Performing Parties** will be responsible for providing its **Performing Party Share** of the estimated cost for the **Work** being taken over.

3. The **Performing Parties** agree to establish a **Trust** and contract with a **Trustee** to, among other things, hold and manage **Settlement Funds** received, maintain payment records, make payments for the **Work** or reimburse the **Performing Party** that has paid for the **Work**, issue cash calls to the **Funding Party** as needed, and make investments of funds in various designated sub-accounts in accordance with the **Trust Agreement** and the direction of the **Performing Party** for that sub-account.

4. The **Trust** shall have a sub-account for each of the **Performing Parties** that is further separated into sub-accounts for **Past Costs** and **Future Costs**. The **Trust** also shall have a sub-account for the **Funding Party's Future Costs** payments.

(a) Each **Performing Party** may draw upon or direct the **Trustee** to draw upon the funds in its **Future Costs** sub-account only to pay or reimburse for its share of **Future Costs** of the **Work**. In no event, absent **EPA** issuing a Certification of Work Completion pursuant to the **Consent Decree**, may funds be withdrawn from a **Performing Party's Future Costs** sub-account for any purpose other than to pay or reimburse for its share of **Future Costs** of the **Work**.

(b) Each **Performing Party** may either draw upon the funds in its **Past Costs** sub-account to pay or reimburse for its share of **Future Costs** for the **Work** or may direct disbursement of any or all such funds to itself at any point and for any use or purpose in its sole discretion.

(c) Each **Performing Party** may direct the **Trustee** to invest any funds that are in its sub-accounts in accordance with the **Trust Agreement**. Investments of funds in **Future Costs** sub-accounts shall be retained in the **Future Costs** sub-accounts. Investment of funds in **Future Costs** sub-accounts must be maintained in liquid investments.

5. In the event that the provisions of Section N below are invoked against a **Performing Party**, any and all funds in that **Performing Party's Future Costs** sub-account shall remain in the **Trust** and shall be used to pay that **Performing Party's Performing Party Share of Future Costs** until all such funds have been expended.

E. Additional Settlements

1. The **Performing Parties** acknowledge and agree that additional settlements may occur after this **Agreement** is executed. Nothing in this **Agreement** is intended to prohibit the **Performing Parties** from entering into settlement agreements with other parties, including other **Allocation Parties**, that result in those parties becoming **Cash Out Parties** or **Funding Parties** consistent with the terms herein.

F. Division and Distribution of Settlement Funds Received from Settling Parties

1. All amounts due from current **Settling Parties** for **Past Costs** and the amounts due from the **Cash Out Parties** and the **Settling Federal Agencies** for **Future Costs** are set forth in the settlement agreements with those parties and/or the **Consent Decree**. Appendix B states the amounts of such funds that will be distributed to each **Performing Party's** sub-accounts.

2. **Settlement Funds** from **Cash Out Parties**, whether initially paid to the **Trust** or one of the **Performing Parties** under settlement terms, shall be distributed to **Performing Party Trust** sub-accounts as follows:

(a) Funds from **Cash Out Parties** for **Future Costs** (including any premium payments) shall be deposited into each **Performing Party's Future Costs** sub-account according to (i.e., in an amount proportionate to) **Performing Party Shares** as shown in Appendix B or as Appendix B is later modified in writing by unanimous agreement of the **Performing Parties**.

(b) Payments from **Cash Out Parties** for **Past Shared Costs** shall be divided equally among the **Performing Parties**, as shown in Appendix B, with the amounts deposited into each **Performing Party's Past Costs** sub-account.

(c) Payments from **Cash Out Parties** for each **Performing Party's Past Individual Costs**, as shown in Appendix B, shall be deposited into each **Performing Party's Past Costs** sub-account.

3. **Settlement Funds** that the **Performing Parties** receive from the **Funding Party** shall be divided and distributed as follows:

(a) Payments by the **Funding Party** of its share of advance estimated **Future Shared Costs** shall be deposited in a separate sub-account and shall be drawn upon by the **Trustee** to reimburse each **Contracting LDWG Member** for the **Funding Party's FAR Share of Future Shared Costs** as those costs are invoiced by each **Contracting LDWG Member**. The other **Performing Parties** shall pay their respective **Performing Party Shares** of the invoice reduced by the amount drawn from the **Funding Party's** sub-account to pay that invoice.

(b) The **Funding Party's** payments of its share for advance estimated **Future Individual Costs** shall be held in the same **Funding Party** sub-account, which shall also be drawn upon by the **Trustee** to reimburse each **Performing Party** for the **Funding Party's** share of its **Future Individual Costs** as those costs are reallocated on an annual basis among the **Performing Parties**. The **Trustee** shall only draw upon the **Funding Party's** sub-account for **Future Individual Costs** after the **Performing Parties** finalize the amounts of the **Future Individual Costs** to be reallocated per Section G below.

(c) The **Funding Party's** payment for **Past Shared Costs**, in the amount set forth in Appendix B, shall be divided equally among the **Performing Parties** and shall be deposited into each **Performing Party's Past Costs** sub-account.

(d) The **Funding Party's** payment of its **FAR Share** of each **Performing Party's Past Individual Costs**, in the amounts set forth in Appendix B, shall be deposited into each **Performing Party's Past Costs** sub-account.

(e) The **Funding Party's** payment of its **FAR Share** of **Interim Costs** shall be divided among the **Performing Parties** as follows:

(i) The **Funding Party's** payment for **Shared Interim Costs** shall be divided among the **Performing Parties** in the same way as they were paid by the **Performing Parties** (i.e., either equally for **Interim AOC Costs** or according to **Performing Party Shares** for **Interim Bridge Costs**) and shall be deposited into each **Performing Party's Past Costs** sub-account.

(ii) The **Funding Party's** payment for each **Performing Party's Individual Interim Costs** shall be deposited into each **Performing Party's Past Costs Trust** sub-account. The amount shall be determined after the **Performing Parties** finalize the amounts of their **Individual Interim Costs** to be reallocated per Section G below.

4. **Settlement Funds** that the **Performing Parties** receive from the **Settling Federal Agencies** shall be divided and distributed as follows:

(a) The **Performing Parties** shall assign \$132,000,000 of the **Settling Federal Agencies'** total settlement payment of \$140,000,000 to **Future Costs** (which includes the portion that may be considered a premium payment), which amount shall be divided and deposited into each **Performing Party's Future Costs** sub-account according to (i.e., in an amount proportionate to) **Performing Party Shares** as shown in Appendix B.

(b) The **Performing Parties** shall assign \$8,000,000 of the **Settling Federal Agencies'** total settlement payment of \$140,000,000 to **Past Costs**, which amount shall be divided into **Past Shared Costs** and **Past Individual Costs** in proportion to the percentage of each type of costs that make up the total amount (as shown in Appendix B, approximately 73% of the **Past Costs** total is **Shared Costs** and 27% is **Individual Costs**). The resulting amount of the **Settling Federal Agencies'** payment that constitutes **Past Shared Costs** shall be divided equally between the **Performing Parties**. The resulting amount of the **Settling Federal Agencies'** payment that constitutes **Past Individual Costs** shall be divided in proportion to the amount of **Past Individual Costs** incurred by each **Performing Party**. These amounts, which are shown in Appendix B, shall be deposited into each **Performing Party's Past Costs** sub-account.

5. The Disbursement Special Account (as that term is defined in the Paragraph 41 of the **Consent Decree**) funds disbursed by EPA pursuant to the **Consent Decree** shall constitute payment toward **Future Costs** and shall be deposited into each **Performing Party's** respective **Future Costs** sub-account according to (i.e., in amounts proportionate to) **Performing Party Shares**.

G. Reallocation of Costs Among the Performing Parties

1. **Purpose of Reallocation and Disclaimer Regarding Double Recovery**

Reallocation payments made under this Section do not constitute payment for or excuse payment by any non-settling party for its equitable share of **Response Costs**.

2. **Reallocation of Past Costs**

In reallocating **Past Costs** among the **Performing Parties**, each **Performing Party** shall owe its **FAR Share** of each other **Performing Party's Past Shared Costs** and **Past Individual Costs** as determined based on the performance of a net reallocation as set forth in Appendix C. Net reallocation payments for **Past Costs** shall be made within 60 days of the **Effective Date**, and shall be deposited into each **Performing Party's Past Costs** sub-account.

3. **Reallocation of Interim Costs**

(a) **Interim Cost Compilations**

(i) Within 90 days of the **Effective Date**, the **Contracting LDWG Members** shall compile the amount and supporting documentation for all **Shared Interim Costs**.

(ii) Within 90 days of the **Effective Date**, each **Performing Party** shall submit the amount and supporting documentation for its **Individual Interim AOC Costs** and its **Individual Interim Bridge Costs** to the other **Performing Parties** for their review. Each **Performing Party** shall submit in writing any questions or concerns about the **Individual Interim Costs** submitted by the other **Performing Parties** within 60 days of receipt. The **Performing Parties** shall resolve any questions or concerns about **Interim Costs** and finalize the amounts within 210 days of the **Effective Date**.

(b) **Shared Interim AOC Costs**

Each **Performing Party** shall owe its **FAR Share** of each other **Performing Party's Shared Interim AOC Costs** with a net reallocation performed. The **Trustee** shall calculate net reallocation payments and net reallocation payments shall be paid within 60 days of receipt of the **Trustee's** calculation to each **Performing Party's Past Costs** sub-account.

(c) **Individual Interim AOC Costs**

(i) Each **Performing Party's** amount of **Individual Interim AOC Costs** shall be adjusted, if needed, such that no **Performing Party** shall be entitled to an **Individual Interim AOC Costs** amount that is greater than 125% of the **Individual Interim AOC Costs** amount incurred by the **Performing Party** with the lowest **Individual Interim AOC Costs** amount for that year. The resulting amounts (whether or not adjusted) shall be referred to as the **Adjusted Individual Interim AOC Costs Amounts**.

(ii) Each **Performing Party** shall owe its **FAR Share** of each other **Performing Party's Adjusted Individual Interim AOC Costs Amount** with a net reallocation performed.

(iii) The **Trustee** shall calculate net reallocation payments and net reallocation payments shall be paid within 60 days of receipt of the **Trustee's** calculation to each **Performing Party's Past Costs** sub-account.

(d) **Interim Bridge Costs**

(i) No reallocation of **Shared Interim Bridge Costs** will be needed or will occur because each **Performing Party** will have paid its **Performing Party Share** of such costs.

(ii) Each **Performing Party's** amount of **Individual Interim Bridge Costs** shall be adjusted, if needed, such that no **Performing Party** shall be entitled to an **Individual Interim Bridge Costs** amount that is greater than

125% of the **Individual Interim Bridge Costs** amount incurred by the **Performing Party** with the lowest **Individual Interim Bridge Costs** amount for that year. The resulting amounts (whether or not adjusted) shall be referred to as the **Adjusted Individual Interim Bridge Costs Amounts**.

(iii) The **Funding Party's** payment of its **FAR Share** of each **Performing Party's Adjusted Individual Interim Bridge Costs Amount** shall be subtracted from the total amount of that **Performing Party's Adjusted Individual Interim Bridge Costs Amount**. The resulting amounts shall be referred to as **Adjusted Individual Interim Bridge Costs Reallocation Amounts**.

(iv) The **Performing Parties** shall reallocate **Adjusted Individual Interim Bridge Costs Reallocation Amounts** among themselves based on their **Performing Party Shares** (i.e., each **Performing Party** shall pay its **Performing Party Share** of the other **Performing Parties' Adjusted Individual Interim Bridge Costs Reallocation Amounts**).

(v) The **Trustee** shall calculate net reallocation payments and net reallocation payments shall be made within 60 days of receipt of the **Trustee's** calculation to each **Performing Party's Past Costs** sub-account.

4. **Future Costs**

(a) No reallocation of **Future Shared Costs** will be needed or will occur because each **Performing Party** shall pay its **Performing Party Share** of such costs as they are incurred (except as specified in Appendix D only for distribution of orphan share relief).

(b) The following process applies to the reallocation of **Future Individual Costs** among the **Performing Parties**:

(i) Reallocation of **Future Individual Costs** shall occur on an annual basis for the prior year's costs.

(ii) The **Performing Parties** will agree by consensus on the documentation required for **Future Individual Costs**. Each **Performing Party** shall submit the amount and supporting documentation for its **Future Individual Costs** for the prior calendar year to the other **Performing Parties** for their review by April 1 of each year. Each **Performing Party** shall submit in writing any questions or concerns about the **Future Individual Costs** submitted by the other **Performing Parties** by June 1. The **Performing Parties** shall resolve any questions or concerns about **Future Individual Costs**, finalize the amounts and adjust them under Section G(4)(b)(iii) below, and by August 1, provide the documentation to the **Trustee**.

(iii) Each **Performing Party's** amount of **Future Individual Costs** shall be adjusted, if needed, such that no **Performing Party** shall be

entitled to a **Future Individual Costs** amount that is greater than 125% of the **Future Individual Costs** amount incurred by the **Performing Party** with the lowest **Future Individual Costs** amount for that year. The resulting amounts (whether or not adjusted) shall be referred to as the **Adjusted Future Individual Costs Amounts**.

(iv) The **Funding Party's** payment of its **FAR Share** of each **Performing Party's Adjusted Future Individual Costs Amount** shall be subtracted from the total amount of that **Performing Party's Adjusted Future Individual Costs Amount**. The resulting amounts shall be referred to as **Adjusted Future Individual Costs Reallocation Amounts**.

(v) Each **Performing Party** shall owe its **Performing Party Share** of each other **Performing Party's Adjusted Future Individual Costs Reallocation Amount** with a net reallocation performed.

(vi) The **Trustee** shall calculate net reallocation payments and net reallocation payments shall be paid within 60 days of receipt of the **Trustee's** calculation to the **Performing Party's Past Costs** sub-account as relevant.

H. Indemnification and Defense of Cash Out Parties or Other Settling Parties

1. In the event that the **Performing Parties** collectively have agreed or agree to indemnify and defend one or more of the **Cash Out Parties** or any other **Settling Party**, the **Performing Parties** agree to pay for indemnity and defense costs proportionate to their respective **Performing Party Shares**.

2. In the event that a **Performing Party** agrees to individually indemnify and defend one or more of the **Cash Out Parties** or any other **Settling Party**, the other **Performing Parties** shall have no obligation to join or contribute to such indemnity or defense except when otherwise provided for herein.

3. To the extent that the indemnity and defense promise made by any of the **Performing Parties** individually to one or more of the **Settling Parties** in a settlement executed by all the **Performing Parties** is deemed null and void by a court of law, then to the extent permitted by law, that **Performing Party** hereby agrees to compensate the other **Performing Parties** for its share of the associated expenses that the other **Performing Parties** pay for indemnity or defense of one or more of the **Settling Parties** (which would be calculated based on that party's **Performing Party Share**).

I. Application of Orphan Share Waiver

EPA, pursuant to the **Consent Decree**, is waiving some or all of its past or future oversight costs pursuant to EPA's orphan share policy. The application of EPA's orphan share waiver shall be dealt with according to the procedures laid out in Appendix D.

J. Double Recovery

To the extent that any of the **Performing Parties** receives a Double Recovery (as defined in the **Consent Decree** or any agreements with **Settling Parties**) and that **Performing Party** is obligated under the **Consent Decree** or any agreements with **Settling Parties** to reimburse one or more **Settling Parties** for that Double Recovery, it shall be the sole responsibility of the **Performing Party** who received the Double Recovery to pay such reimbursement(s). No **Performing Party** shall be responsible for a Double Recovery received by any other **Performing Party**.

K. No Admission of Liability; Reservation of Rights

1. This **Agreement** is given in compromise of disputed claims, and the obligations provided for by this **Agreement** are not to be construed as an admission of liability on the part of any **Performing Party**. Each of the **Performing Parties** denies any liability to or among the rest of the **Performing Parties**, and this **Agreement**, including the assumption of **Performing Party** roles and **Performing Party Shares**, is solely for the purpose of avoiding potential litigation.

2. Neither this **Agreement**, nor the obligations made pursuant to it, shall be offered as evidence by any person or received into evidence in any forum for any purpose other than the enforcement and/or implementation of the terms of this **Agreement**, except that the existence of the **Agreement** and the **Performing Parties'** agreement to cooperate in implementing the remedy may be offered into evidence in any forum for any purpose.

3. The **Performing Parties** are not through this **Agreement** releasing any claims or demands that any or all of them have or may have against any **Person** other than the other **Performing Parties**, and the **Performing Parties** reserve herein their respective rights to make claims against any and every other **Person**.

4. The **Performing Parties** reserve and may pursue, either jointly or individually, any claims and actions against any non-parties to this **Agreement** (other than those that the **Performing Parties** have collectively or individually agreed to defend and indemnify). The **Performing Parties** agree that the **Performing Party** pursuing such non-party may use portions of the **FAR** that relate to that non-party in settlement negotiations or litigation with that non-party.

(a) Prior to asserting any claims or taking any actions against non-parties to this **Agreement**, the **Performing Parties** will discuss and will endeavor to reach consensus about jointly pursuing such claims or actions. However, such decisions are ultimately up to each **Performing Party**.

(b) In the event that the **Performing Parties** decide to jointly sue one or more parties to recover **Response Costs**, the **Performing Parties** (i) shall pay the fees and costs for any agreed-upon joint representation of **Performing Parties** in such litigation according to their respective **Performing Party Shares**, (ii) shall continue to pay their **Performing Party Shares** of the costs of the **Work**, including any **Gap Costs**, regardless of the shares assigned by the court or shares agreed to as the result of a

settlement of the lawsuit, and (iii) shall disburse any judgment (or settlement) funds received according to the **Performing Party Shares**.

L. Mutual Release, Notices, and Remedies Under This Agreement

1. The **Performing Parties** mutually release each other for **Covered Matters** except for the reservation under Section L(4) below.

2. This **Agreement** may be pleaded as a complete defense to, and may be used as a basis for dismissing, any action purporting to assert a claim or demand for any **Covered Matters** released hereunder.

3. Once this **Agreement** takes effect, then none of the **Performing Parties** shall file claims against each other in any case for the **Covered Matters** except for claims for breach of this **Agreement**. In the event that a **Performing Party** takes an action or brings a claim against another **Performing Party** regarding a breach of this **Agreement**, that **Performing Party** shall not include claims or seek to litigate a **Performing Party's** liability or responsibility in contribution for **Covered Matters** under CERCLA, the Model Toxics Control Act, or common law. Nothing in this **Agreement** is intended to bar enforcement of access agreements entered into pursuant to the **Consent Decree**.

4. **Reservation regarding Early Action Areas.** Boeing and the County believe the **Consent Decree** bars any contribution claim by **Cash Out Party** Earle M. Jorgensen ("EMJ") for Jorgensen Forge **Early Action Area** costs. If a court were to disagree and permit EMJ to bring suit, **Boeing** and the **County** reserve claims between them for such costs; however, **Boeing** and the **County** agree they would endeavor to resolve claims between them through a separate mediation or settlement process, and to present a unified defense against EMJ's claims.

5. All notices required under this **Agreement** shall be in writing and sent by e-mail to a known and active email address as specified below. All notices under this Section are effective upon receipt, unless otherwise specified. In the case of emailed notices, there is a rebuttable presumption that such notices are received on the same day that they are sent. Any **Performing Party** may change the method, person, or address applicable to it by providing notice of such change to all **Performing Parties**.

As to the **City**:

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*As of June 15, 2025

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M. Confidentiality

1. **Confidential Information.** From time to time, the **Performing Parties** may elect to disclose or transmit **Confidential Information** to each other or to any **Joint Contractors/Consultants** retained by the **Performing Parties** pursuant to this **Agreement**. The

Performing Parties intend that no claim of attorney-client privilege or work product immunity or any other privilege be waived by reason of such disclosure or transmittal.

2. **Preservation of Privilege.** It is the purpose of this Section to ensure that the exchanges and disclosures of **Confidential Information** contemplated herein do not diminish in any way the confidentiality of such information and do not constitute a waiver of any applicable privilege or other confidentiality protection. The **Performing Parties** intend by this Section to protect from disclosure all **Confidential Information** exchanged among any **Performing Parties** and their attorneys and consultants to the greatest extent permitted by law regardless of whether the exchange occurred before execution of this **Agreement** and regardless of whether the writing or document is marked "Confidential."

3. **Maintenance of Confidentiality.** Each **Performing Party** agrees that all **Confidential Information** received from (1) any other **Performing Party** or its individual consultant or counsel, or (2) any **Joint Contractor/Consultant** shall be held in confidence by the receiving **Performing Party**, and that such **Confidential Information** shall be used only in connection with the assertion of any common claims or defenses in connection with the **Work** and conducting such other activities as are necessary and proper to carry out the purposes of this **Agreement**. Each **Performing Party** shall take all necessary and appropriate measures to ensure that any person who is granted access to any **Confidential Information** or who participates in the **Work** or who otherwise assists any counsel or technical consultant in connection with this **Agreement** is familiar with the terms of this **Agreement** and complies with the terms hereof as they relate to the duties of such person.

4. **Anticipation of Litigation.** As parties who have been made jointly and severally responsible to perform the **Work** under the **AOC**, **UAO** and **Consent Decree**, the **Performing Parties** share a common interest and joint defense in anticipation of litigation related to the **Work** for the **Site**. This includes a common interest in developing and implementing this **Agreement** and other settlements with other parties. It is expressly agreed that the provision and/or sharing among the **Performing Parties** of attorney-client advice and attorney work product be considered **Confidential Information** under a joint defense privilege.

5. **Compelled Disclosure.** If any **Confidential Information** becomes the subject of an administrative or judicial order requiring disclosure by a **Performing Party**, the **Performing Party** may satisfy its confidentiality obligations hereunder by either (i) objecting to production of any such **Confidential Information** on grounds of confidentiality and/or any privilege, such as the joint defense privilege, attorney work product and/or attorney-client privilege, and seeking an order for protection from disclosure, or (ii) promptly notifying the **Performing Party** that generated the **Confidential Information**, if possible at least five (5) business days prior to any such required disclosure and informing the generating **Performing Party** of all material information concerning the required disclosure.

6. **Discovery Requests and Public Records Act Requests.** If any communications, information or documents exchanged among the **Performing Parties** that (i) were subject to a confidentiality provision in the **LDWG MOA**, (ii) relate to the **Allocation Process** or the **Allocation MOA**, (iii) relate to the **UAO** that the **Consent Decree** supersedes, (iv) relate to **Covered Matters**, the **Work**, the **Consent Decree**, this **Agreement**, settlements

with other parties, or (v) relate to pursuit of other parties for their share of **Response Costs** for **Covered Matters**, are the subject of a discovery request or a request for public records under the Washington Public Records Act, Chapter 42.56 RCW, the recipient of the request shall immediately inform the other **Performing Parties** of the request. The recipient shall endeavor to provide at least five business days' notice to the other **Performing Parties** before providing the requested documents to the requestor. The recipient of the request will assert any exemptions or privileges that it reasonably believes are applicable to the requested documents, but the recipient is not obligated to withhold documents. The other **Performing Parties** may take such steps as they deem appropriate to resist the production, which may include but are not limited to, seeking a restraining order, moving to quash a subpoena, or intervening in the litigation.

7. **Non-Confidential Information.** The **Performing Parties** may disclose information and communications that they reasonably believe are not **Confidential Information**. Further, nothing in this **Agreement** shall prevent the **Performing Parties** from disclosing to others or using in any manner information that the **Performing Party** can show:

(a) Was known by a **Performing Party** prior to execution of this **Agreement** and is not subject to the mediation privilege or another privilege, doctrine, or protection, or has been disclosed in a manner that would waive the applicable privilege, doctrine or protection or been published or become part of the public domain absent an unauthorized or unintentional disclosure in violation of this **Agreement**; or

(b) Has been furnished or made known to a **Performing Party** by third parties (other than those acting directly or indirectly for or on behalf of the **Performing Parties**) or was obtained by a **Performing Party** in some manner other than pursuant to this **Agreement**, as a matter of legal right, without any applicable restrictions on its disclosure; or

(c) Was in the **Performing Party's** possession prior to the disclosure thereof by or on behalf of any of the **Performing Parties** and was not subject to a separate confidentiality agreement between or among the **Performing Parties**.

8. **Confidentiality of this Agreement.** The **Performing Parties** agree that this **Agreement**, in and of itself, is not **Confidential Information**.

9. **Permitted Disclosures.** Nothing in this Section shall preclude any **Performing Party** from communicating **Confidential Information** with its insurers, auditors, and government contracting agencies as may be necessary, provided that the recipients agree to maintain the confidentiality of any information received pursuant to Section M(3) above.

10. **Prior Confidentiality Obligations.** Subject to Section K(4), nothing in this Section M is intended to alter the **Performing Parties'** confidentiality obligations pursuant to the **Allocation MOA** which confidentiality-related obligations remain in full force and effect.

N. **Non-Payment**

1. In the event that a **Performing Party** fails to pay its share of costs when due, that **Performing Party** shall have 120 days, or such longer time as the other **Performing**

Parties agree to allow, after receiving written notice of the non-payment to cure the non-payment.

2. If the non-paying **Performing Party** does not pay its share of costs before the end of the 120-day period, or such longer time as the other **Performing Parties** agree to allow, it becomes a **Defaulting Party**. Any **Defaulting Party** shall not be entitled to:

(a) absent the agreement of the non-defaulting **Performing Parties**, participate in the review of documents and submissions to **EPA**, or in consensus-based decision-making among the non-defaulting **Performing Parties** for implementation of this **Agreement** and **Work** required by the **Consent Decree**;

(b) distribute or direct distribution of any remaining funds in its **Past Costs** sub-account or its **Future Costs** sub-account to itself or for any purpose other than directing those funds be used to pay the outstanding amount of costs due;

(c) receive additional settlement funds from additional settling parties under Section E, which shall instead be directed to pay the outstanding amount of costs due to the **Performing Party** entitled to receive it or deposit it into the **Defaulting Party's Future Costs** sub-account;

(d) receive additional settlement funds from the **Funding Party** under Section F(3), which shall instead be directed to pay the outstanding amount of costs due to the **Performing Party** entitled to receive it or deposited into the **Defaulting Party's Future Costs** sub-account;

(e) receive reallocation payments for its **Future Individual Costs** under Section G(4)(b).

3. A **Defaulting Party** can cure its default and regain status as a **Performing Party** in good standing by paying the entire amount of its outstanding share of costs plus 12% interest, compounded daily, from the date the payments were originally due. If and when a **Defaulting Party** returns to status as a **Performing Party**, the provisions of Section N(2) shall not apply.

4. A **Defaulting Party** shall remain subject to all obligations of **Performing Parties**. The other non-defaulting **Performing Parties**, in any action or suit for breach of this **Agreement**, may seek among any other remedies specific performance of any or all such obligations.

O. Miscellaneous Provisions

1. **Governing Law and Forum Selection.** This **Agreement** shall be governed by, and construed and interpreted in accordance with, the laws of the State of Washington without regard to choice of law rules. Any claim to enforce this **Agreement** shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not

exercise jurisdiction, the **Performing Parties** agree that any disputes arising under this **Agreement** shall be heard in King County Superior Court in Seattle.

2. **Agreement Freely Negotiated.** The **Performing Parties** have freely negotiated this **Agreement** and have read and are familiar with its terms. It is agreed that no provision in this **Agreement** shall be presumptively construed against any **Performing Party**.

3. **Counterparts.** This **Agreement** may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

4. **Entire Agreement.** This **Agreement** embodies the entire agreement and understanding of the **Performing Parties** with respect to the subject matter herein and supersedes any and all prior agreements, arrangements, and understandings entered into with respect to the subject matter herein, including the **LDWG MOA**.

5. **Severability.** The provisions of this **Agreement** shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision except as required by the terms of those provisions. If any provision of this **Agreement** is found by a Court of competent jurisdiction to be invalid or unenforceable, (1) the **Performing Parties** may substitute a suitable and equitable alternate provision in order to carry out their intent; and (2) the Court shall enforce the remainder of this **Agreement** to the extent appropriate in light of the totality of the circumstances.

6. **Headings for Reference Only.** The headings used herein are for reference only and shall not affect the construction of this **Agreement**.

7. **No Joint Venture, Partnership, or Agency Relationship.** Nothing herein shall be deemed to create a partnership or joint venture and/or principal and agent relationship between or among the **Performing Parties**.

8. **Agreement Admissible for Purposes of Enforcing Agreement.** This **Agreement** shall be fully admissible in any proceeding to enforce the **Performing Parties'** rights and obligations hereunder, and the **Performing Parties** agree not to assert any objection to its admissibility.

9. **Successors, Assigns, and Heirs.** This **Agreement** shall be binding upon the successors and assigns of the **Performing Parties**. No assignment or delegation by a **Performing Party** of its obligations under this **Agreement** or of this **Agreement** will release the assigning **Performing Party** without the prior written consent of the other **Performing Parties**.

10. **Amendment.** No amendment, waiver of compliance with any provision or condition hereof, or consent pursuant to this **Agreement** will be effective unless evidenced by an instrument in writing signed by all of the **Performing Parties**.

11. **Authority to Sign.** The **Performing Parties** warrant to each other that all necessary authorizations and all other actions have been taken such that execution, delivery, and

performance of this **Agreement** and all other actions taken or to be taken in connection with this **Agreement** have been fully authorized.

12. **No Third Party Beneficiaries.** Nothing in this **Agreement** shall be construed to create any rights in, or grant any cause of action to, any person not a **Performing Party**. The preceding sentence shall not be construed to waive or nullify any rights that any person not a **Performing Party** may have under applicable law. Each **Performing Party** reserves any and all rights, defenses, claims, and liabilities, demands, and causes of action that it may have with respect to any matter, transaction, or occurrence against any person not a **Performing Party**.

13. **Independent Counsel.** Each of the **Performing Parties** represents and warrants that, in connection with the negotiation and execution of this **Agreement**, it has been represented by independent counsel of its own choosing and that it has had an adequate opportunity to conduct an independent investigation of all facts, allegations, and circumstances with respect to all matters that are the subject of this **Agreement**.

DATED: January 9, 2025

THE BOEING COMPANY

By: 

Printed Name: Meredith Weinberg

Its: Counsel (Perkins Coie LLP)

DATED: _____, 2025

CITY OF SEATTLE

By: _____

Printed Name: _____

Its: _____

DATED: _____, 2025 **KING COUNTY**

By: _____

Printed Name: _____

Its: _____

APPENDIX A: ADDITIONAL TERMS FOR SETTLEMENT IMPLEMENTATION LOWER DUWAMISH WATERWAY

These Additional Terms for Settlement Implementation (“**Additional Terms**”) supplement the Response Cost Settlement and Implementation Agreement for Lower Duwamish Waterway Superfund Site (“**Settlement and Implementation Agreement**”) between the City of Seattle, King County, and The Boeing Company (collectively, the “**Performing Parties**”), and address the **Performing Parties’** implementation of any Consent Decree that the **Performing Parties** are all subject to for the **LDW Site**. These **Additional Terms** shall be attached to and shall become effective at the same time as the **Settlement and Implementation Agreement**.¹

I. Definitions

Unless defined herein, capitalized terms used in these **Additional Terms** shall have the same meaning as in the **Settlement and Implementation Agreement**. In the event of any inconsistencies between these **Additional Terms** and the **Settlement and Implementation Agreement**, the definition or provision in the **Settlement and Implementation Agreement** shall prevail.

II. No Separate Entity

A. The **Performing Parties** are not forming a partnership, incorporated association, joint venture, principal/agent relationship, or any other legal entity. They are settling potential claims against each other and agreeing to work cooperatively to implement required **Response Actions** at the **LDW Site**. The **Performing Parties** are separate potentially responsible parties (“**PRPs**”) that are jointly and severally responsible for implementation of the **Work** required by the **Consent Decree**.

B. The **Performing Parties** are cooperating to implement the **Work** required by the Consent Decree as members of a performing **PRP** group referred to as the **Lower Duwamish Waterway Group (“LDWG”)**. **LDWG** does not and shall not have any office, staff, or budget, and is not itself a governmental agency or entity.

C. A **Performing Party** may not: (a) bind other **Performing Parties** to any contract, agreement or other obligation related to the **LDW Site** or (b) incur liability related to the **LDW Site** on behalf of other **Performing Parties**, without agreement of all the **Performing Parties**.

D. In carrying out these **Additional Terms**, the **Performing Parties** agree to cooperate with each other under a standard of good faith and fair dealing. This standard is not a fiduciary duty, and, notwithstanding any other provision in these **Additional Terms**, no **Performing Party** owes a fiduciary duty to any other **Performing Party**.

¹ To the extent any obligations under the July 18, 2024 **Unilateral Administrative Order (“UAO”)** remain after these **Additional Terms** become effective, these **Additional Terms** also govern **Work** performed under the **UAO**.

III. Roles and Responsibilities

Each of the **Performing Parties** shall appoint one or more designated representative(s) to each of three groups: 1) a Technical group; 2) a Manager group; and 3) a Director group. The **Performing Parties** may have more than one designated representative or additional staff attend meetings, but only one designated representative per **Performing Party** may state that **Performing Party's** position when a decision is being made. A **Performing Party** may change its designated representative(s) at any time.

A. Each group shall make decisions by consensus, meaning a unanimous vote by one designated representative per **Performing Party**. If the Technical group cannot reach consensus, they shall elevate the disputed issue to the Manager or Director group, as appropriate. If the Manager group cannot reach consensus, they shall elevate the disputed issue to the Director group.

B. Each group shall rotate administrative responsibilities among its members (setting meetings, developing agendas, and the like) or make other arrangements they deem appropriate to perform administrative tasks.

C. Each group shall confer and meet as often as they deem appropriate. Any **Performing Party** may call for a meeting and the other members shall promptly cooperate in setting one. As a guideline, the Technical group should meet at least once per month; the Manager group should meet at least once every two months; and the Director group should meet at least once every six months.

D. Technical group: The responsibilities of the Technical group shall include, but are not limited to: reviewing, evaluating and revising deliverables required by the applicable Statement of Work attached to the **Consent Decree** (or **UAO**) for the **LDW Site ("SOW")**, before they are provided to **EPA**; responding to **EPA** technical documents; responding to **EPA** and **Ecology** requests and directives; identifying needs for consultants and contractors to implement the applicable **SOW** and recommending to the Manager group that they be retained; participating in selecting consultants and contractors; directing consultants and contractors who are implementing the **SOW**; keeping the Manager and Director groups informed of the status of the **Work**; carrying out tasks assigned by the Manager group or Director group; and overseeing the development of cost forecasts.

E. Manager group: The responsibilities of the Manager group shall include, but are not limited to: evaluating and implementing approaches to strategic and policy issues; guiding communication with the public and with stakeholder groups; overseeing the work of the Technical group; communicating with **EPA**, **Ecology** and other regulatory agencies as appropriate; authorizing the retention of **Joint Contractors/Consultants**.

F. Director group: The responsibilities of the Director group shall include but are not limited to: making decisions on disputed issues; overseeing the Manager group; making strategic and policy decisions.

G. The **Performing Parties** may choose to employ a neutral person, such as a facilitator or mediator, if the Director group is unable to resolve a disputed issue.

H. The **Performing Parties** shall have equal access to all consultant and contractor work products, both drafts and final versions, including but not limited to: reports, sampling plans, analytical data, cost estimates, and memoranda.

IV. **Finance Group**

A. In addition to the groups identified in Section III, the **Performing Parties** may choose to establish a Finance group, composed of one representative from each **Performing Party**. A **Performing Party** may change its designated Finance group representative at any time. The Finance group shall be responsible for tasks the **Performing Parties** assign to it, which may include, but are not limited to:

1. Supervising the work of the **Trustee** for the **Trust**;
2. Advising the Manager group and Director group regarding the **Trust**, including investment and management of **Trust** funds;
3. In conjunction with the **Trustee**, Technical group, and **Joint Contractors/Consultants**, assisting with making determinations regarding the need for and amount of **Funding Party** assessments;
4. In conjunction with the **Trustee**, Technical group, and **Joint Contractors/Consultants**, assisting with the preparation of an annual forecast of response costs for the **Performing Parties**; and
5. In conjunction with the **Trustee**, Technical group, and **Joint Contractors/Consultants**, assisting with the development of a forecast of future costs for a duration of time set by the **Performing Parties** if requested by the Director group.

V. **Procedure for Payment of Shared Costs.**

A. This Section governs payment procedures for **Shared Costs** under the **Settlement and Implementation Agreement** and these **Additional Terms**. Each **Contracting LDWG Member** shall invoice the other **Performing Parties** for and provide copies of each invoice from any **Joint Contractor/Consultant** at a frequency agreed to by the **Performing Parties**, following receipt by the **Contracting LDWG Member** of invoice(s) that meet the **Contracting LDWG Member's** requirements. The other **Performing Parties** shall have at least ten (10) days to notify the **Contracting LDWG Member** if they believe the invoice: 1) Does not comport with requirements for documentation of costs that were agreed upon in accordance with Section VI(C)(3) below; 2) Includes charges for work outside the scope of the contract (as amended, if applicable); 3) Includes charges for work outside the scope of the **Consent Decree** (as amended, if applicable); 4) Includes charges for work pursuant to contract modifications that were disputed by another **Performing Party**. The **Contracting LDWG Member** shall respond to any such questions or concerns and the **Performing Parties** shall attempt to resolve any questions or concerns within ten (10) days. Any remaining questions or concerns shall be

resolved as described in Section III(A) or (G) above but shall not delay payment by the other **Performing Parties** of their shares of the **Shared Costs**. If the matter is resolved in a manner that means a **Performing Party** has overpaid the **Contracting LDWG Member**, the overage shall be reimbursed to the **Performing Party** that overpaid either by a direct payment from the **Contracting LDWG Member** or by the **Contracting LDWG Member** directing the **Trustee** to transfer funds from its **Past Costs** or **Future Costs** sub-account to the sub-account for the **Performing Party** that overpaid.

B. A **Contracting LDWG Member** shall pay its respective **Joint Contractor/Consultant** according to the terms of the applicable contracts with that **Joint Contractor/Consultant**. Once any questions or concerns raised by **Performing Parties** under Section V(A) for the same invoice(s) have been resolved, the **Contracting LDWG Member** shall seek reimbursement from the **Trust** for the **Funding Party's** 1.7406% share of those costs.

C. With respect to **Joint Contractors/Consultants**, the **Contracting LDWG Member** will keep track of salary, benefits and overhead for hours worked by its staff involved in contract development, procurement, oversight and management, and related expenses (such as publication of an RFP; travel costs to meet with contractors; and the like) and for legal review of contracts, access and tribal agreements and business interruption agreements. At least quarterly, each **Contracting LDWG Member** shall submit documentation to the other **Performing Parties** of such costs. The other **Performing Parties** shall have ten (10) days to notify the **Contracting LDWG Member** of any questions or concerns they have and the **Performing Parties** shall attempt to resolve any questions or concerns within ten (10) days. Once questions and concerns have been resolved, the **Contracting LDWG Member** shall seek payment from the **Funding Party's Future Costs** sub-account of the **Funding Party's** 1.7406% share of those costs.

D. The **Contracting LDWG Member** will submit documentation of **Shared Costs** to the **Trust**. The other **Performing Parties** may choose to pay their share (of the remaining amount after deduction of the **Funding Party's** 1.7406% share) of the **Shared Costs** directly to the **Contracting LDWG Member** or direct the **Trustee** to pay their share out of the **Performing Party's Future Costs** or **Past Costs** sub-account.

E. The **Performing Parties** shall agree on the documentation required for internal staff time in order for a **Performing Party's** internal staff costs to be reallocated, as provided in the **Settlement and Implementation Agreement**.

F. The amount included in any invoice to the **City** should be split between Seattle City Light and Seattle Public Utilities with 85% of the invoiced amount being charged to Seattle Public Utilities and 15% of the invoice amount being charged to Seattle City Light.

G. The **Shared Costs** of the cPAH work the **City** and **County** voluntarily agreed to perform that is no longer required by the **Consent Decree** ("cPAH-specific Costs") are to be documented separately and invoiced and paid at an equal percentage for the **City** and **County** (half each). These **cPAH-specific Costs** are to be invoiced and paid at the same time as set forth above in this section. **Individual Costs** consisting of staff time for **cPAH-specific Costs** work will not be separately compiled, invoiced, and reallocated.

VI. Selection of Joint Contractors/Consultants

A. The following **Performing Parties** have hired the following **Joint Contractors/Consultants**:

1. The **County** has hired a contractor to construct the Upper Reach (“UR”) Remedy (“**UR Construction Contractor**”). The **UR Construction Contractor’s** scope shall be according to the **SOW**, modifications to the **SOW** that are required by **EPA**, the 100% design bid package, and associated **EPA**-approved construction changes.

2. The **County** has hired a consultant for design and outreach support during **UR Remedy** construction as well as for certain other tasks provided for in the **SOW** (“**UR Construction Consultant**”). The **UR Construction Consultant’s** scope shall be according to the **SOW**, any modifications to the **SOW** that are required by **EPA**, and any other scope items approved by the **Performing Parties**.

3. The **City** has hired a consultant to provide construction management and support and program management support for construction of the **Remedy** (“**Construction Management Consultant**”). The **Construction Management Consultant’s** scope shall be consistent with the **SOW**, any applicable **County** and **City** requirements for this contract, any modifications to the **SOW** that are required by the **EPA**, and any other scope items that are approved by the **Performing Parties**.

4. The **City** has hired a **Joint Contractor/Consultant** for design in the Middle Reach.

5. The **Performing Parties** have agreed that the **City** will hold the contract for a **Joint Contractor/Consultant** to work on design in the Lower Reach.

6. The **Performing Parties** have agreed that **Boeing** will hold the contract for the **Trustee** who shall be a **Joint Contractor/Consultant**, and whose scope shall include holding monies in a **Trust**, managing and tracking settlement payments by other parties, tracking invoices for other **Joint Contractors/Consultants**, and performing other tasks as assigned.

B. The **Performing Parties** will need to hire other **Joint Contractors/Consultants** to perform the **Work**. Following agreement by the Manager group or Director group, any **Contracting LDWG Member** may enter into a contract for a portion of the **Work** on behalf of the **Performing Parties**.

C. The **Performing Parties** will employ consensus-based decision-making for selecting **Joint Contractors/Consultants**, subject to the **Contracting LDWG Member’s** contracting and legal requirements.

1. Joint Consultant Selection. Before candidates are interviewed and/or scored, each **Performing Party** shall identify any candidate that has done work for the **Performing Party** related to the **LDW Site** and the **Performing Parties** shall reach an agreement concerning which consultants have a conflict of interest based on their work for individual **Performing Parties** or agree on mitigating measures necessary to address a conflict

of interest. The **Contracting LDWG Members** will execute contracts with the **Joint Consultants** that are selected using the agreed upon selection process.

2. Joint Contractor Selection. The **Performing Parties** shall agree by consensus on the package that will be put out for bid by potential **Joint Contractors**. They will also agree by consensus on provisions regarding conflicts of interest, including identifying potential bidders that a **Performing Party** believes would have a conflict of interest and any mitigating measures that could address a conflict of interest. Once bids are received, the **Contracting LDWG Member** shall select the **Joint Contractor** according to its own internal requirements and all applicable laws.

3. For **Joint Contractors/Consultants** retained before November 2024, the documentation requirements for invoices are set forth in their contracts. For **Joint Contractors/Consultants** retained after November 2024, the **Performing Parties** shall agree on documentation requirements for invoices from those **Joint Contractors/Consultants** before they are retained.

4. The **Contracting LDWG Member** shall confer with the other **Performing Parties** and seek their concurrence to incur any significant additional commitments or costs (for example, through access, relocation, or tribal agreements, or contract modifications (change orders) to construction contracts); however, when a contract modification is necessary to comply with deadlines set by **EPA**, or is necessary to avoid construction delays, or is necessary to avoid payments to or claims by the contractor for delays, then the **Contracting LDWG Member** may issue the change order without agreement of the other **Performing Parties**. The disagreement shall be resolved in the same manner as other issues.

VII. Oversight of Joint Contractors/Consultants

A. The Technical group shall determine the types of decisions regarding work by **Joint Contractors/Consultants** that are substantive and those that are routine. Substantive decisions regarding **Joint Contractors'/Consultants'** work product will be made by consensus of the **Performing Parties**. Such decisions will be communicated to each **Joint Contractor/Consultant** by the applicable **Contracting LDWG Member**. Routine decisions may be made by the **Contracting LDWG Member**.

B. The **Joint Contractors/Consultants** will not communicate with third parties, including **EPA** or **Ecology** personnel, on substantive matters without first notifying the Technical group and receiving authorization for the communication. Such authorization will be made by consensus of the **Performing Parties** and communicated by the applicable **Contracting LDWG Member**. However, **Joint Contractors/Consultants** may communicate with **EPA** and **Ecology** regarding routine matters and in emergency situations involving an imminent hazard to people, property, the environment, or natural resources. The Technical group will determine the types of communications that are substantive and the types that are routine.

C. The Technical group will determine the types of work products and analytical data that are prepared, developed or generated by the **Joint Contractors/Consultants** that must

be provided to all **Performing Parties** for review prior to submission to **EPA** or any other third party. For such documents, **Performing Parties** shall be given at least fifteen (15) business days to review and comment on the documents before they are provided to **EPA** or any other third party, unless **EPA's** deadlines require that a shorter review time be provided. The **Contracting LDWG Member** shall compile and respond to all **Performing Party** comments and distribute to all **Performing Parties**. The project manager for each respective **Contracting LDWG Member** will direct each **Joint Contractor/Consultant** as needed on consensus changes to work product.

VIII. Responsibility for Changes to the Schedule

The **Performing Parties** are jointly responsible for delays to the schedule for the **Work**, as set forth in the **SOW**, including delays related to acquisition of property rights required for the **Work**.

IX. Cooperation on Model Toxics Control Act Grants

The **Performing Parties** will coordinate and cooperate concerning the documentation of costs that are eligible for partial reimbursement through Model Toxics Control Act grants.

X. Indemnity and Insurance

A. For all contracts executed with **Joint Contractors/Consultants** with the exception of the **Trustee**, the **Contracting LDWG Member** will include provisions obtaining indemnities and additional insured status for all **Performing Parties** and, as required by the **UAO** and **Consent Decree**, for the United States and the State of Washington. Costs incurred by a **Contracting LDWG Member** in fulfilling obligations to insure or indemnify other **Performing Parties**, the United States and the State of Washington are **Shared Costs**.

B. In the event that one **Performing Party** indemnifies a third party for the willful or negligent actions of another **Performing Party** or its contractor(s) pursuant to an agreement with that third party relating to the **Work**, then the latter **Performing Party** shall either take over that indemnity obligation or indemnify the former **Performing Party** for the indemnity being provided to the third party to the extent of the **Performing Party** or its contractor's negligence or willful conduct.

XI. Common Legal Counsel

A. The **Performing Parties** may engage common counsel to pursue non-settling **PRPs** who may be liable for **Response Costs** at the **LDW Site** or to perform other services on matters of common interest.

B. Common counsel will be required to provide the **Performing Parties** with an annual budget for anticipated fees/costs.

C. Common counsel fees and costs and any other litigation expenses that are authorized by the **Performing Parties** will be paid for by the **Performing Parties** according to their **Performing Party Shares**.

D. The **Performing Parties** may establish a Legal group, consisting of legal representative(s) from each **Performing Party**. The responsibilities of the Legal group, if established, shall include but not be limited to overseeing the work of common counsel, including approving proposed budgets, directing litigation strategy, and advising the Director group on significant litigation decisions.

XII. Communication with regulators and others

The **Performing Parties** agree to confer with each other prior to having substantive communications regarding the **LDW Site** with **EPA, Ecology**, tribes, other regulatory agencies, the public, stakeholders and the news media. The Technical group may identify types of communications that are routine, rather than substantive, however, there may be other communications that are not substantive. The **Performing Parties** shall endeavor to make any such communications in the best interests of all **LDWG** members. If a **Performing Party** has substantive communications regarding the **LDW Site** with any such entities, the communication shall be promptly disclosed to the other **Performing Parties**.

XIII Bar on testimony

Performing Parties shall request that any **Joint Consultants/Contractors** that are retained to implement the **Work** with agreement of the **Performing Parties** include terms in their relevant contract that the **Joint Consultant/Contractor** shall not testify against any of the **Performing Parties** in litigation or in any other proceeding concerning the **LDW Site**, without the consent of all the **Performing Parties** and/or in response to a subpoena. Provided that, a **Performing Party** that becomes a **Defaulting Party** shall not be able to bar the other **Performing Parties** from using such consultants and contractors in litigation or other proceedings relating to breach of the **Settlement and Implementation Agreement**.

XIV Amendment.

These **Additional Terms** may be amended in writing by unanimous consent of the **Performing Parties** as set forth in the **Settlement and Implementation Agreement**.

APPENDIX B: Amount and Distribution of Settlement Funds

Party	PAST COSTS (Shared)	PAST COSTS (Individual)	TOTAL PAST COSTS	TOTAL FUTURE COSTS	TOTAL AMOUNT
Cash Out Parties	\$ 6,951,390.68	\$ 2,256,801.67	\$ 9,208,192.35	\$ 131,910,702.80	\$ 141,118,895.15
Funding Parties	\$ 982,779.71	\$ 319,064.05	\$ 1,301,843.76	N/A	\$ 1,301,843.76
Settling Federal Agencies	\$ 5,838,669.67	\$ 2,161,330.33	\$ 8,000,000.00	\$ 132,000,000.00	\$ 140,000,000.00
Total	\$ 13,772,840.05	\$ 4,737,196.06	\$ 18,510,036.11	\$ 263,910,702.80	\$ 282,420,738.91

Distribution of Settlement Funds to Boeing

	Boeing (Past Costs)	Boeing (Future Costs)	Total to Boeing
Cash Out Party Payments	\$ 3,543,707.23	\$ 70,690,412.35	\$ 74,234,119.58
Funding Party Payments	\$ 501,005.30	N/A	\$ 501,005.30
SFA Payments	\$ 2,941,163.33	\$ 70,738,266.36	\$ 73,679,429.69
GRAND TOTALS	\$ 6,985,875.87	\$ 141,428,678.71	\$ 148,414,554.57

Distribution of Settlement Funds to City

	City (Past Costs)	City (Future Costs)	Total to City
Cash Out Party Payments	\$ 2,651,572.61	\$ 41,503,156.70	\$ 44,154,729.31
Funding Party Payments	\$ 374,876.32	N/A	\$ 374,876.32
SFA Payments	\$ 2,548,228.41	\$ 41,531,252.34	\$ 44,079,480.75
GRAND TOTALS	\$ 5,574,677.34	\$ 83,034,409.03	\$ 88,609,086.38

Distribution of Settlement Funds to County

	County (Past Costs)	County (Future Costs)	Total to County
Cash Out Party Payments	\$ 3,012,912.51	\$ 19,717,133.76	\$ 22,730,046.26
Funding Party Payments	\$ 425,962.14	N/A	\$ 425,962.14
SFA Payments	\$ 2,510,608.25	\$ 19,730,481.31	\$ 22,241,089.56
GRAND TOTALS	\$ 5,949,482.90	\$ 39,447,615.06	\$ 45,397,097.96

APPENDIX C: PAST COST REALLOCATION AMONG PERFORMING PARTIES

The net reallocation of Past Costs among the Performing Parties is based on separate reallocation for Past Shared Costs versus Past Individual Costs based on FAR Shares.

Performing Party Past Shared Costs through 2022:

- LDWG Past Shared Costs (3-party total): \$54,784,918.50
(Each): \$18,261,639.50

The following table summarizes the agreed-upon Past Cost amounts subject to reallocation for each Performing Party:

Performing Party	Past Shared Costs	Past Individual Costs	Total Past Costs
Boeing	\$18,261,639.50	\$9,962,775.00	\$28,224,414.50
City	\$18,261,639.50	\$6,028,144.00	\$24,289,783.50
County	\$18,261,639.50	\$5,651,436.70	\$23,913,076.20
Total	\$54,784,918.50	\$21,642,355.70	\$76,427,274.20

Reallocation of Past Shared Costs through 2022:

- Boeing owes City its 30.1091% share of City's \$18,261,639.50 (\$5,498,415.30) minus the City's 17.6774% share of Boeing's \$18,261,639.50 (\$3,228,183.06) = \$2,270,231.70.
- Boeing owes County its 30.1091% share of County's \$18,261,639.50 (\$5,498,415.30) minus the County's 8.3981% share of Boeing's \$18,261,639.50 (\$1,533,630.75) = \$3,964,784.55.
- City owes County its 17.6774% share of the County's \$18,261,639.50 (\$3,228,183.06) minus the County's 8.3981% share of the City's \$18,261,639.50 (\$1,533,630.75) = \$1,694,552.31.

Reallocation of Past Individual Costs through 2022:

- Boeing owes City its 30.1091% share of the City's \$6,028,144.00 (\$1,815,019.91) minus the City's 17.6774% share of Boeing's \$9,962,775.00 (\$1,761,159.59) = \$53,860.32.
- Boeing owes County its 30.1091% share of County's \$5,651,436.70 (\$1,701,596.73) minus the County's 8.3981% share of Boeing's \$9,962,775.00 (\$836,683.81) = \$864,912.92.

- City owes County its 17.6774% share of the County's \$5,651,436.70 (\$999,027.07) minus the County's 8.3981% share of City's \$6,028,144.00 (\$506,249.56) = \$492,777.51.

Net Reallocation of Costs through 2022:

- Boeing owes the County \$4,829,697.46 (\$3,964,784.55 + \$864.912.91)
- Boeing owes the City \$2,324,092.02 (\$2,270,231.70 + \$53,860.32)
- The City owes the County \$2,187,329.82 (\$1,694,552.31 + \$492,777.51)

Appendix D: Distribution of Orphan Share Relief

The Performing Parties shall apply among themselves the amounts that EPA waives of its past and future oversight costs as follows:

1. EPA has agreed to waive its unreimbursed Past Response Costs in the amount of \$6.2 million pursuant to its orphan share policy. If EPA had not agreed to waive that amount, all of the Settling Parties would have paid their FAR Shares of such costs as part of the global settlement. Boeing would have owed its 30.1091% FAR Share, which amounts to \$1,866,764.20.
2. In his Final Allocation Report, the Allocator assigned a significant portion of the orphan share to the City and County.
3. Because EPA is forgiving \$6.2 million in unreimbursed Past Response Costs under its orphan share policy, Boeing will not have to pay EPA its FAR Share of EPA's Past Response Costs (\$1,866,764.20). In order for EPA's forgiveness of its unreimbursed Past Response Costs to benefit only the Performing Parties who were assigned the orphan shares in the Allocation (i.e., City and County), Boeing will pay the amount it would have paid to EPA to the City and County instead.
4. Boeing shall pay the \$1,866,764.20 in three equal installments of \$622,254.73. Boeing shall pay 66.7% of each installment to the City (\$415,043.91) and 33.3% of each installment to the County (\$207,210.82). Boeing shall pay the first installment no later than 60 days after the Effective Date, the second installment no later than one year and 60 days after the Effective Date, and the third installment no later than two years and 60 days after the Effective Date.
5. Pursuant to Paragraph 34(b) of the Consent Decree, EPA has agreed to forgive 50% of its Future Response Costs up to a total of \$16.9 million pursuant to its orphan share policy.
6. Under Section D.1 of the Response Cost Settlement and Implementation Agreement, the Performing Parties have established a method to pay for the cost of the Work required by the Consent Decree, including EPA oversight costs, according to their

- Performing Party Shares (which are consistent with their FAR shares) to ensure 100% of the costs for the Work required by the Consent Decree are paid. If not for EPA's forgiveness of a portion of its Future Response Costs, the Performing Parties would pay their Performing Party Shares of such costs to EPA, less any Funding Party payment for such costs. This Appendix adjusts the amounts subsequently owed by the Performing Parties for certain future EPA oversight costs only for the purpose of distributing the benefit of orphan share relief among the Performing Parties.
7. The City and County are entitled to the majority of the orphan share relief as described in Paragraph 2 above. However, because one allocation party (Kaiser/Hanson) went into bankruptcy after the Allocator finalized the allocation, Boeing's Performing Party Share includes a portion of the orphan share. Boeing's Performing Party Share (53.5896%) of Kaiser/Hanson's FAR Share (0.696%) is 0.373%. Boeing's Performing Party Share minus its share of Kaiser/Hanson's FAR Share is 53.2166% ("Owed Share").
 8. Of the 50% of oversight costs that EPA does not forgive, the Funding Party shall be responsible for its FAR Share and Boeing shall be responsible for the remainder. Boeing also shall pay the balance of its Owed Share of 53.2166% of EPA's total oversight costs minus the 50% paid to EPA for oversight costs (which equals 3.2166%) of EPA's total oversight costs to the City and County on a 66.7%/33.3% basis within 60 days of receiving an invoice from EPA for oversight costs.
 9. If and when the total amount of EPA's future oversight costs that EPA has forgiven exceeds \$16.9 million, such that no further forgiveness is due or applied, the Performing Parties shall begin to pay their Performing Party Shares of all subsequently-invoiced EPA oversight costs (less the Funding Party's payment of such costs) consistent with Section D.1 of the Response Cost Settlement and Implementation Agreement.
 10. Payments made by Boeing to the City and County shall be deposited as the recipient directs into their respective Past or Future Cost Trust sub-accounts.

Settlement Agreement and Mutual Release

**SETTLEMENT AGREEMENT AND MUTUAL RELEASE BETWEEN SETTLING
CASH-OUT PARTIES, THE BOEING COMPANY, THE CITY OF SEATTLE, AND
KING COUNTY**

This Settlement Agreement and Mutual Release (the “**Agreement**”) is entered into by and between the “**Settling Cash-Out Parties**” (as defined below), on the one hand, and the “**Settling LDWG Parties**” (as defined below), on the other hand. The Settling Cash-Out Parties and Settling LDWG Parties collectively shall be referred to as the “**Settling Parties**,” and each individually as a “**Settling Party**.” This Agreement shall be effective on the Effective Date as defined in Paragraph 1.2 of this Agreement.

RECITALS

WHEREAS,

A. In accordance with section 105 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601-9675 (“**CERCLA**”), the United States Environmental Protection Agency (“**EPA**”) listed the Site on the National Priorities List (“**NPL**”), set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on September 13, 2001, 66 Fed. Reg. 47,583.

B. On December 20, 2000, the City of Seattle, King County, the Port of Seattle (“**Port**”), and The Boeing Company (“**Respondents**”) entered into an Administrative Order on Consent for Remedial Investigation/Feasibility Study, U.S. EPA, Region 10 Docket No. CERCLA 10-2001-0055, Ecology Docket No 00TCPNR-1895 (12/20/2000) (the “**RI/FS AOC**”) with the EPA and the Washington Department of Ecology (“**Ecology**”). The RI/FS AOC has been amended five times and will be terminated under the terms of a sixth amendment.

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C. In response to a release or a substantial threat of a release of hazardous substances at or from the Site, Respondents completed a Remedial Investigation for the Site in 2010, and a Feasibility Study for the Site in 2012, in accordance with 40 C.F.R. § 300.430.

D. EPA selected a remedial action to be implemented at the Site, which is embodied in a final Record of Decision (“**ROD**”), executed on November 21, 2014, on which the State has given its concurrence. The ROD established the remedy to be implemented at the Site. Notice of the final plan was published in accordance with section 117(b) of CERCLA. In 2021, EPA issued an Explanation of Significant Differences, which revised the cleanup levels and remedial action levels in the ROD for cPAHs, including BaP, in sediments, and the target level of cPAHs in clam tissue.

E. Ecology gave notice by letter, dated August 2, 2000, to each **Respondent** that it was a Potentially Liable Person (“**PLP**”) under RCW 70A.305.040, after notice and opportunity for comment. Ecology has represented that, absent entry of a Consent Decree as described in this Agreement, Ecology could have issued preliminary PLP notice letters to the other Settling Parties.

F. In accordance with an Alternative Dispute Resolution Memorandum of Agreement (the “**MOA**”), the Settling Parties and others participated in a confidential, non-binding Alternative Dispute Resolution Allocation Process (the “**Allocation**”) as to certain costs of response incurred and to be incurred at the Site.

G. The Settling Parties have negotiated a Consent Decree among themselves, the United States and Ecology, and others relating to response actions at the Site. The Settling LDWG Parties will perform Site response actions as required by the Consent Decree.

Settlement Agreement and Mutual Release

H. The Settling Parties anticipate that the Consent Decree will be entered by the United States District Court, after public notice and opportunity for comment, in an action to be filed by the United States and Ecology against the Settling Parties.

I. EPA has issued a Unilateral Administrative Order to the Settling LDWG Parties as a bridge (“Bridge UAO”), to address response actions at the Site that will take place prior to entry of the Consent Decree. The Settling Parties expect that the Bridge UAO will be terminated upon entry of the Consent Decree.

J. The Site includes locations of operating maritime and related businesses and the Settling Parties recognize the importance of minimizing conflict between implementation of the Work (as defined in the Consent Decree) and existing and reasonably anticipated uses of the Site by one or more of the Settling Cash-Out Parties and their tenants.

K. The Settling LDWG Parties have entered or may enter into separate settlement agreements with other parties, including but not limited to a Settling Funding Party to provide ongoing funding commitments related to the Site.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Settling Parties agree as follows:

1. Definitions.

1.1 In addition to the definitions that are provided in any other Paragraph or Recital of this Agreement, the following definitions shall apply to this Agreement. If a definition is not contained herein, the definitions in the Consent Decree shall apply and, if a term is not defined in the Consent Decree, the definitions in CERCLA shall apply to this Agreement. If a term is not defined in this Agreement and is defined

Settlement Agreement and Mutual Release

in both the Consent Decree and in CERCLA, the Consent Decree's terms shall apply.

- 1.2** “**Effective Date**” is defined as the date the Court approves and enters the Consent Decree; provided, however, that the Release of Claims described in Paragraph 5 of this Agreement shall become effective as set forth in Paragraph 5.
- 1.3** “**FAR Share**” is defined as the MOA Participant and United States Allocation shares assigned to each Settling Party in the Final Allocation Report (“**FAR**”) Attachment 1.
- 1.4** “**MTCA**” is defined as the Washington State Model Toxics Control Act, Revised Code of Washington (RCW) Chapter 70A.305 and its implementing regulations, the Washington Administrative Code (WAC) Chapters 173-340 and 173-204.
- 1.5** The terms “**Release**” and “**Released Claims**” shall have the meanings set forth in Paragraph 5 below.
- 1.6** “**Response Costs**” as used herein consist of Settling Work Defendants’ Past Response Costs and Settling Work Defendants’ Future Response Costs, as those terms are defined in the Consent Decree.
- 1.7** “**Settling Funding Party**” is defined as the party listed in Appendix A that signs a settlement agreement with the Settling LDWG Parties and executes Appendix F.
- 1.8** “**Settling LDWG Party**” is defined as any one of The Boeing Company, the City of Seattle, and King County. “**Settling LDWG Parties**” means The Boeing Company, the City of Seattle, and King County, collectively.
- 1.9** “**Settling Cash-Out Party**” is defined as a party listed in the attached Appendix B. “**Settling Cash-Out Parties**” means all of the Appendix B Parties.

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1.10 The “**Site**” or the “**Lower Duwamish Waterway Site**” is defined as the portion of the Lower Duwamish Waterway (**Waterway**) that is below mean higher high water (**MHHW**) and extends south five miles from the southern tip of Harbor Island in Seattle, Washington. The southernmost portion of the Site is located in Tukwila, Washington. The Site includes slips, inlets, and bays connected to the Waterway, and banks and other areas (including areas considered or selected for early action) below MHHW. It does not include downstream or upstream areas (such as the Harbor Island Superfund Site, defined in the Consent Decree), groundwater, or locations above MHHW. The Site is generally depicted on the map attached to the Consent Decree.

1.11 “**Waste Materials**” means any material now or hereafter defined as (a) any “hazardous substance” under section 101(14) of CERCLA; (b) any pollutant or contaminant under section 101(33) of CERCLA; (c) any “solid waste” under section 1004(27) of RCRA; and (d) any “hazardous substance” under MTCA, RCW 70A.305.020(13).

2. Payment.

2.1 Each Settling Cash-Out Party listed in Appendix B shall pay its “**Cash-Out Settlement Payment**” indicated in Appendix B. Except for certain **Appendix C Parties**, described in Paragraph 2.1.3 below, Cash-Out Settlement Payments consist of the following:

2.1.1 A “**Past Cost Payment**,” defined as each Settling Cash-Out Party’s FAR Share of \$74,792,816.15, which, solely for the purpose of this settlement, is the total amount of the Settling LDWG Parties’ past Response Costs that

Settlement Agreement and Mutual Release

Settling LDWG Parties and Settling Cash-Out Parties agreed were recoverable under CERCLA or MTCA associated with the Site through December 31, 2022; and

2.1.2 A “**Future Cost Payment**,” defined as each Settling Cash-Out Party’s FAR Share of estimated future Response Costs for the Site, as agreed upon by the Settling Parties, including but not limited to all Response Costs recoverable under CERCLA or MTCA associated with the Site that are or were incurred by the Settling LDWG Parties on or after January 1, 2023 (including costs related to the Bridge UAO), and not included in the Past Cost Payment (“**Future Costs**”), together with a premium on each Settling Cash-Out Party’s FAR Share, as agreed upon by the Settling Parties.

2.1.3 The parties listed in Appendix C (“**Appendix C Parties**”) are Settling Cash-Out Parties that enter into separate supplemental settlement agreement(s) with the Settling LDWG Parties, which are attached as Appendix D. Appendix C Parties’ Cash-Out Settlement Payments are included in Appendix B. Appendix C Parties are not subject to Paragraph 2.3 below and are instead subject to the payment terms set forth in the supplemental settlement agreements included as Appendix D.

2.2 No Joint and Several Liability: Each Settling Cash-Out Party shall make its Cash-Out Settlement Payment as set forth in Appendix B. In no event shall any Settling Cash-Out Party be obligated to pay any amount greater than its Cash-Out Settlement Payment for claims covered by this Agreement. Any failure of a

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Settling Cash-Out Party to pay its Cash-Out Settlement Payment shall not affect the validity or enforceability of this Agreement as to any other Settling Cash-Out Party.

- 2.3** Except for the Appendix C Parties, no later than thirty (30) days after the Effective Date, each Settling Cash-Out Party listed in Appendix B shall make its Cash-Out Settlement Payment as follows: (i) Each Settling Cash-Out Party shall pay its Past Cost Payment to the Settling LDWG Parties as the Settling LDWG Parties reasonably direct; and (ii) Each Settling Cash-Out Party shall pay its Future Cost Payment by depositing such payment into a trust fund managed by an independent party retained by the Settling LDWG Parties, which payment shall be used for the sole purpose of paying for recoverable Response Costs incurred after December 31, 2022, associated with the Site and/or funding implementation of the scope of work required by the Consent Decree. The Settling LDWG Parties shall not assert claims against any Settling Cash-Out Party with respect to Cash-Out Settlement Payments prior to thirty (30) days after the Effective Date. The portion of any Cash-Out Settlement Payment by a Settling Cash-Out Party that is made more than thirty (30) days after the Effective Date defined below shall accrue interest at the rate of 12% per year until paid. The Settling LDWG Parties will provide instructions as necessary for making the Cash-Out Settlement Payments no later than three (3) days after the lodging of the Consent Decree.

3. Consent Decree with EPA and Ecology

- 3.1** Except as provided in Paragraph 9, this Agreement shall not become effective with respect to any Settling Cash-Out Party, except for the parties set forth in Appendix E (“**Appendix E Parties**”), unless and until: (1) that Settling Cash-Out Party enters

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into a final Consent Decree with the United States and the State of Washington, resolving its liability to the United States and the State of Washington for all matters addressed in the Consent Decree; (2) that Consent Decree includes a covenant not to sue and contribution protection that, as to the Settling Cash-Out Parties, (i) contains no reopeners for changed conditions or emerging contaminants; (ii) contains no general reservation of rights by the United States or the State for releases, threats of release, or disposal of Waste Materials to the Site prior to any Settling Cash-Out Party's signature on the Consent Decree, other than a general reservation with respect to the liability of "EMJ" (as defined in footnote 1) for removal action under existing CERCLA orders and any other CERCLA administrative order issued by EPA to EMJ or entered by EPA and EMJ to implement removal action approved by EPA for the portion of the Site within the "Jorgensen Forge EAA" (as defined in footnote 1); (iii) is conditioned only on the satisfactory performance by each Settling Cash-Out Party of its obligations under the Consent Decree; and (iv) includes a definition of "Site" consistent with the definition in this Agreement; and (3) that Consent Decree is approved and entered by the court. Each Settling Cash-Out Party, except the Appendix E Parties, agrees to execute the Consent Decree if it meets the requirements of this Paragraph. In the event that the Consent Decree does not meet the requirements of this Paragraph, is inconsistent with this Paragraph, or that changes are made after the Settling Cash-Out Parties have signed during review by DOJ or the legislative bodies of the City of Seattle or King County that would have more than a de minimis adverse effect on the obligations, responsibilities, or protections afforded to any Settling Cash-Out Party set out in

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the Consent Decree, then any Settling Cash-Out Party shall have the sole and absolute discretion not to execute the final Consent Decree. For a Settling Cash-Out Party that chooses not to execute the final Consent Decree, this Agreement, except with regards to Paragraph 9 (disclosure of Axlors Report and FAR), shall be null and void only as to that Settling Cash-Out Party and its related entities set forth in Appendix E. As to any Settling Cash-Out Party that executes the final Consent Decree and this Agreement, this Agreement shall become effective on the Effective Date. Parties that were not allowed by EPA to sign the Consent Decree may enter into this Agreement if they are included on Appendix E and their related Settling Cash-Out Party has signed this Agreement and the Consent Decree.

3.2 The Settling LDWG Parties shall comply with the Consent Decree.

3.3 The Settling LDWG Parties may oppose the execution of the Consent Decree by any party that has not entered into this Agreement or a separate settlement agreement with the Settling LDWG Parties. If the Consent Decree meets the requirements of Paragraph 3.1, each Settling Cash-Out Party that executes this Agreement agrees not to object to the Consent Decree. Each entity on Appendix E agrees not to object to the Consent Decree if their related Settling Cash-Out Party has signed the Consent Decree.

4. Bar Order

4.1 The Settling Cash-Out Parties who sign the Consent Decree shall work together with the Settling LDWG Parties to seek an order from the Court that bars all claims arising out of or related to Response Costs or Matters Addressed, as those terms are defined in the Consent Decree, brought by anyone, including the United States and

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State of Washington (other than the claims reserved by the United States and the State of Washington in the Consent Decree), against the Settling LDWG Parties, the Settling Funding Party and/or the Settling Cash-Out Parties (“**Bar Order Claims**”). Bar Order Claims may be styled as (without limitation) claims for cost recovery, contribution, equitable indemnity, or damages under CERCLA, MTCA, other federal or state statutes, or the common law. No Settling Cash-Out Party shall object to such Bar Order, regardless of whether they sign the Consent Decree.

- 4.2** The requested bar order will not apply to bar settlement of the County’s claims in the Monsanto PCB class action settlement process in *City of Long Beach v. Monsanto Company*, U.S. District Court Central District of California – Western Division Case No. 2:16-cv-03493-FMO-AS, if still pending, or an action to enforce this Agreement.

5. Mutual Release of Claims.

- 5.1** Each Settling Party releases all other Settling Parties from any and all Released Claims as defined in this Paragraph 5, and each Settling Cash-Out Party releases the Settling Funding Party from any and all Released Claims, subject to the terms and limitations described in this Paragraph 5 (the “**Release of Claims**” or “**Release**”); however, these Releases do not apply as between and among the Settling LDWG Parties, who have separately executed an agreement between themselves addressing releases among them. The Release between the Settling LDWG Parties and the Settling Cash-Out Parties shall take effect as described below.

- 5.2** When the Releases take effect:

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- 5.2.1 The Release between the Settling LDWG Parties and each Settling Cash-Out Party shall take effect and be binding upon that Settling Cash-Out Party's payment in full to the Settling LDWG Parties of its Cash-Out Settlement Payment, provided that, if a Settling Cash-Out Party does not pay its Cash-Out Settlement Payment when due, the Settling Cash-Out Party's release of the Settling LDWG Parties shall take effect and be binding on the payment due date but the Settling LDWG Parties' release of the Settling Cash-Out Party shall not take effect and be binding until payment in full is made.
- 5.2.2 The Release between each Settling Cash-Out Party and the Settling Funding Party shall take effect and be binding upon the Effective Date, if the Settling Funding Party has executed a settlement agreement with the Settling LDWG Parties that contains the same scope of release by the Settling Funding Party of the Settling Cash-Out Parties as in this Agreement on or before the Effective Date and the Settling Funding Party has signed Appendix F to this Agreement, and otherwise shall take effect and be binding on the date when the Settling Funding Party has executed a settlement agreement with the Settling LDWG Parties that contains the same scope of release as to Settling Cash-Out Parties as in this Agreement and has signed Appendix F to this Agreement.
- 5.2.3 The Release between the Settling Cash-Out Parties shall take effect and be binding upon the Effective Date.
- 5.2.4 The Releases provided in Paragraph 5.1 above extend to each released party's parent companies, subsidiaries, agents, heirs, successors, assigns, principals,

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officers, directors, members, governors, employees, and vessels but do not cover claims based on the liability of any entity that has become or becomes affiliated with a Settling Cash-Out Party, such as through a contractual relationship or through a merger or acquisition, and that: (1) meets the definition in CERCLA of a Potentially Responsible Party or the definition in MTCA of a Potentially Liable Party for the LDW Site; (2) did not sign the MOA; and (3) was not disclosed in the Allocation either: (a) as related to a party that participated in the Allocation (and actually met the definition of “Related Entities” in the MOA) or (b) as an entity whose liability was included in the Allocator’s assignment of a share to a Settling Party.

- 5.3** Subject to the reservations in Paragraph 5.5, “**Released Claims**” are any and all claims related to or arising from (1) any release(s) of Waste Materials to the Site before the Effective Date; (2) the resuspension or migration, after the Effective Date, of Waste Materials initially released to the Site before the Effective Date, except as provided in Paragraph 8 below; (3) any past or future response actions addressing any such releases, resuspension or migration described in items (1) or (2) above in this subparagraph 5.3, including (without limitation) all claims for cost recovery, contribution, or indemnity arising under CERCLA, MTCA, other statutes, or common law; and (4) any response actions occurring before the Effective Date addressing the Boeing Plant 2/Jorgensen Forge Early Action Area (“**EAA 4**”) ¹, including (without limitation) all claims for cost recovery,

¹ EAA 4 initially was identified as a single Early Action Area, but it was addressed as though it were two separate Early Action Areas. As noted in Section 2.3 of the ROD, Boeing addressed contaminated sediments in the

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contribution, or indemnity arising under CERCLA, MTCA, other statutes, or common law.

5.3.1 Bayer CropScience Inc., on behalf of its subsidiaries or related companies Pharmacia LLC, Monsanto Company, and Solutia, Inc. (collectively the “Bayer Entities”), waives and releases all other Settling Parties from any and all claims arising from or associated with the Bayer Entities’ settlement payment to the City of Seattle in *City of Seattle v. Monsanto*, U.S. District Court Western District of Washington Case No. 2:16-cv-00107-RAJ.

5.4 Application of the Releases.

5.4.1 The Release between the Settling LDWG Parties and the Settling Cash-Out Parties applies to any and all Released Claims they have or may have against each other. Each entity on Appendix E must sign the representation and warranty contained in Appendix E applicable to that entity in order for the Release in this Agreement to take effect and be binding as to that entity.

5.4.2 The Release between the Settling Cash-Out Parties and the Settling Funding Party applies to any and all Released Claims that they have or may have against each other.

5.4.3 Released Claims include any and all claims or potential claims that may be asserted against any Settling LDWG Party’s or Settling Cash-Out Party’s insurer(s), provided that the insurer(s) sign a waiver of Released Claims against the Settling LDWG Parties and the Settling Cash-Out Parties in a

portion of EAA 4 that is adjacent to its Plant 2 facility under a RCRA order (“**Boeing Plant 2 EAA**”), and Earle M. Jorgensen Company (“**EMJ**”) has and is continuing to separately address under CERCLA orders contaminated sediments in the portion of EAA 4 that is adjacent to the Jorgensen Forge facility (“**Jorgensen Forge EAA**”)

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form substantially equivalent to Appendix H, except to the extent a Settling Cash-Out Party's full Cash-Out Settlement Payment has not been paid. Nothing in this Agreement provides that a Settling Party releases its insurer from its obligations to that Settling Party.

5.4.4 The Settling LDWG Parties and the Settling Cash-Out Parties have resolved claims against each other related to the reallocation of shared Allocation and Database costs in a separate agreement entitled "Settlement Agreement Regarding Shared Allocation and Database Costs." Shared Allocation and Database costs are defined in that separate agreement.

5.5 Reservation of Claims.

5.5.1 Notwithstanding the foregoing, the terms "Released Claims" and "Release of Claims" do not include, and the parties to which the Release of Claims applies reserve all claims and defenses at law or in equity against each other for (i) breach or enforcement of the MOA, other than claims for reallocation of shared Allocation and Database costs (which are being settled and released separately); (ii) breach of this Agreement or any access agreement pursuant to Paragraph 7; (iii) natural resource damages that a natural resource trustee has claimed or may claim against a Settling Party now or in the future; (iv) upland source control requirements imposed by Ecology or EPA; (v) personal injuries that arise out of or relate to the release of any Waste Materials to the Site; (vi) Waste Materials at any other CERCLA or MTCA site or area, including but not limited to the Harbor Island Superfund site or any of its Operable Units, including Waste Materials that have

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migrated from the Site; or (vii) as to each Settling Party, any release(s) of Waste Materials to the Site initially occurring and for which that Settling Party has liability between the date that this Agreement is signed and the Effective Date. The City of Seattle and King County reserve their right to enforce any federal, state or local laws, including but not limited to enforcement of laws regarding controlling sources of contamination, to the extent that they do not seek performance of response actions or recovery for investigation or Response Costs within the scope of this Agreement or the Consent Decree. The City of Seattle and Pharmacia each reserves its right to enforce the settlement agreement regarding Case No. C16-107-RAJ (W.D. Wash.) and the County and Pharmacia each reserves its right to enforce the settlement agreement in the Monsanto PCB class action. The Settling LDWG Parties reserve their rights for breach of their separate settlement agreement among themselves. The Settling LDWG Parties reserve all claims in contribution, and shall have the exclusive rights and the Settling Cash-Out Parties shall have no rights, to bring contribution claims for Site Response Costs against any person or entity not released under Paragraph 5.

- 5.6** The Settling LDWG Parties believe that the Consent Decree will bar any claims for future costs against any Settling Parties incurred for response actions in the Jorgensen Forge EAA and that this paragraph does not preserve any such claims. Settling Cash-Out Party EMJ believes the Consent Decree would not bar such claims. If a court were to rule that the Consent Decree does not bar claims for

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EMJ's future Jorgensen Forge EAA costs, then the Settling LDWG Parties and EMJ agree that EMJ's claims for response costs to address the Jorgensen Forge EAA against the Settling Parties shall be limited to asserting a future cost claim against only Boeing and/or the County of up to \$3,000,000 (EMJ's future cost estimate as reflected in the Supplemental Engineering Evaluation and Cost Analysis for the Jorgensen Forge EAA ("EE/CA")) for response actions outlined in the EE/CA and any other response actions in the Jorgensen Forge EAA occurring after the Effective Date. Boeing and the County shall be permitted to assert any and all defenses and counterclaims against EMJ to such claim, and to assert related cross claims and third-party claims against any person or entity other than a Settling Cash-Out Party or the Settling Funding Party.

- 5.7** The Settling LDWG Parties will meet with EMJ to discuss the possibility of the Settling LDWG Parties voluntarily assuming responsibility to implement the Jorgensen Forge EAA response action, and the terms that would apply if LDWG were to voluntarily assume such responsibility, no later than 60 days after EPA issues its Action Memo for the Jorgensen Forge EAA.

6. Defense, Indemnity and Hold Harmless

- 6.1** The following Paragraphs 6.2 and 6.3 are applicable to any Settling Cash-Out Party that executes this settlement agreement with the Settling LDWG Parties and the Consent Decree described in Paragraph 3 of this Agreement; however, as to the Appendix C Parties, to the extent the supplemental agreements attached as Appendix D alter the effective date of this Paragraph 6 as to the Appendix C Party, then the terms of the supplemental agreement shall govern the effective date of this

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Paragraph 6 as to such party. The following Paragraphs 6.2 and 6.3 are also applicable to those entities listed on Appendix E who sign the representation and warranty contained in Appendix E and execute this settlement agreement with the Settling LDWG Parties.

- 6.2** Subject to Paragraph 6.3 through 6.5 of this Agreement, the Settling LDWG Parties shall defend (with counsel selected by the Settling LDWG Parties), indemnify, and hold harmless Settling Cash-Out Parties from and against any and all Released Claims asserted by any person or entity (other than the Port of Seattle) that is not a Settling Party or a Settling Funding Party. The Settling LDWG Parties shall control the defense and resolution of the indemnified matters, provided that such defense and resolution shall not require any Settling Cash-Out Party to incur any fees or costs or impose on any Settling Cash-Out Party the obligation to undertake any action, other than to reasonably cooperate with the defense of the claim(s).
- 6.3** The Settling LDWG Parties shall defend, indemnify, and hold harmless each Settling Cash-Out Party from and against any and all claims arising from implementation of the Consent Decree and Statement of Work, including without limitation the Settling LDWG Parties' actual or alleged non-compliance with the Consent Decree (including any future modifications thereto), unless and to the extent the claim against a Settling Cash-Out Party arises from (i) a Settling Cash-Out Party's negligence or intentional conduct after the Effective Date; (ii) from a Settling Cash-Out Party's failure to fulfill any of its obligations under this Agreement or an access agreement with the Settling LDWG Parties; or (iii) from a Settling Cash-Out Party's failure to fulfill any of its obligations under the Consent

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Decree. The Settling LDWG Parties shall control the defense and resolution of the indemnified matters; provided, however, that such defense and resolution shall not require any Settling Cash-Out Party to incur any fees or costs or impose on any Settling Cash-Out Party the obligation to undertake any action other than to reasonably cooperate with the defense of the claim(s).

6.4 The defense and indemnity obligations in Paragraph 6.2 shall not apply to any claim against EMJ arising out of contamination in the Jorgensen Forge EAA, and the Settling LDWG Parties shall not owe EMJ any duty to defend or indemnify EMJ from any such claims.

6.5 This defense and indemnity also does not apply to claims against the Bayer Entities arising from the production, distribution or promotion of PCBs.

7. Use of the Waterway and Access Agreements

7.1 Uses of Waterway. The Settling LDWG Parties agree to continue supporting inclusion of provisions in the Consent Decree, the Statement of Work (SOW), or another written commitment by EPA to (i) when practicable, avoid conflicts between existing and reasonably foreseeable future uses of specific areas of the Site; (ii) limit use restrictions or other (non-Seafood) Institutional Controls (as defined in the Consent Decree) to those needed solely to maintain the integrity of caps; (iii) preserve the Settling Parties' rights to negotiate reasonable terms of any access agreements or other agreements required under the Settlement Agreement(s), the Consent Decree, or the SOW, while allowing the Settling LDWG Parties to implement the requirements of the Consent Decree within the schedule set by EPA, and (iv) provide for the Settling Cash-out Parties to receive briefings

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and provide input to the Settling LDWG Parties and to EPA when the Phase 2 Data Evaluation Report is available and at the 60% design stage for the Middle and Lower Reaches of the Site regarding response actions, Institutional Controls, and use restrictions that will impact a Settling Cash-out Party's property or business operations. The provisions of this Paragraph 7.1 are in addition to the requirements of the Consent Decree and SOW.

7.2 Access Agreements. For any access needed to implement the Work (as defined in the Consent Decree), the Settling LDWG Parties and the affected Settling Cash-Out Parties will negotiate reasonable access agreements as set forth in the Consent Decree. Within 30 days after Settling LDWG Parties notify the affected Settling Cash-Out Parties, those affected Settling Cash-Out Parties will provide the Settling LDWG Parties with a list and map of properties and locations they own, lease, or control in and adjacent to the Site, including the locations of known functional and derelict in-water structures (such as docks, buoys, dolphins, pilings, moorings, and piers) or attachments thereto (such as floats or gangways). Access agreements will require the Settling LDWG Parties to restore or replace functional in-water structures removed or damaged by Work performance to the same or similar condition in which they existed before the Work, unless or to the extent that restoration is technically impracticable or legally impermissible, if the owner of the structures wants them to be restored or replaced. If the owner of the structures is a Settling Party, then the owner and the Settling LDWG Parties will share the costs of any upgrades in materials or other aspects of the restored or replaced structures on a reasonable basis. The owner of the structures will cooperate with the Settling

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LDWG Parties to keep to the schedule for the Work, for example by providing timely review of the design of structural elements. In order to facilitate coordination, the Settling LDWG Parties shall provide notices using a listserv provided by those Settling Cash-Out Parties who own or occupy property(ies) or locations at the Site (including moorage and berthing areas) of the availability of information regarding anticipated capping and dredging areas and changes to those areas and to any in-water structures or attachments thereto. In addition, within thirty (30) days following completion of the 90% design, the Settling LDWG Parties shall provide initial written notice to affected Settling Cash-Out Parties, to the extent such information is available, regarding the need for, timing, and duration of anticipated needed access to property or locations that Settling Parties own or occupy. The Settling LDWG Parties shall update the notice following finalization of the construction schedule and shall update the notice further upon any changes to the construction schedule that affect the access. The Settling LDWG Parties will seek access that is reasonable in terms of the time, manner and extent of access while allowing for implementation of the Work in accordance with the schedule set by EPA. Those Settling Cash-Out Parties who own, lease, or control property(ies) or locations at the Site or in those areas adjacent to the Site where access is needed to perform response actions required by the Consent Decree agree to designate a contact person to communicate directly with Settling LDWG Party's designated person and to provide the Settling LDWG Parties and their representatives, contractors, and subcontractors with reasonable access to such property(ies) pursuant to their respective access agreements. Any access sought from a Settling Cash-Out

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Party shall be subject to reasonable compensation by the Settling LDWG Parties if the Settling Cash-Out Party providing such access incurs and documents financial harm due to business interference, or harm to real or personal property (including in-water structures and attachments thereto, for time frames prior to completion of restoration) that is unavoidable with implementation of reasonable measures. Staging shall, whenever practicable, occur on property owned by the Settling LDWG Parties, except as otherwise agreed by an applicable Settling Cash-Out Party or to allow the Settling LDWG Parties to respond to an emergency pursuant to section 7.6 of the SOW. These access provisions are in addition to the requirements of the Consent Decree and SOW.

8. **Post-Consent Decree Contamination.** The Settling Parties shall not seek cost recovery, contribution or indemnity from each other for Response Costs for any release of Waste Materials to the Site that initially occurs on or after the Effective Date (“**New Release**”), unless the claimant demonstrates that such New Release originated from a property, plant or facility currently owned or operated by the Settling LDWG Party or the Settling Cash-Out Party at the time of the alleged New Release, or the Settling LDWG Party or the Settling Cash-Out Party qualifies, as to the New Release, as an arranger, transporter or generator under CERCLA or MTCA. For purposes of this Paragraph 8, “New Release” shall not include the resuspension or migration of Waste Materials initially released before the Effective Date, which is addressed in Paragraph 5 of this Agreement. Notwithstanding the terms of Paragraph 5, a resuspension resulting from a Settling Cash-Out Party’s negligent, intentional or reckless disturbance of a remedial cap, which results in Settling LDWG Parties incurring costs to implement new or additional response actions required

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by EPA or Ecology, shall constitute a “New Release.” The claimant shall meet and confer with the Settling LDWG Party or the Settling Cash-Out Party at least thirty (30) days prior to initiating any action for cost recovery, contribution, or indemnity for Response Costs for any New Release.

9. Authorized Disclosures

9.1 The Settling Cash-Out Parties consent to and will not object to disclosure by the Settling LDWG Parties in litigation or in settlement negotiations regarding claims under CERCLA or MTCA for contribution or recovery of Response Costs for the Site or for specific upland properties identified in the Allocation as sources of contaminants to the Site: (i) all or portions of Axlors final remedial cost estimate report; (ii) all or portions of the FAR, including its appendices; and (iii) the Settling Parties’ respective Allocation shares, together with a disclosure that the Settling Cash-Out Parties’ respective settlement payments constitute, as defined in Paragraph 2 above, each party’s FAR Share of the Settling LDWG Parties’ past costs through December 31, 2022, plus each party’s FAR Share of estimated future costs plus a premium on estimated future costs. In addition, the Settling Parties consent to and will not object to disclosure by any Settling Cash-Out Party or any Settling Funding Party that executes a final settlement with the Settling LDWG Parties of the same three documents and information as above, in litigation or in settlement negotiations regarding claims under CERCLA or MTCA for contribution or recovery of response costs or for specific upland properties identified in the Allocation as sources of contaminants to the Site. Except for disclosure of the Axlors final remedial cost estimate report, a disclosure authorized

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in this Paragraph 9 is referred to as the “**Disclosure**,” which shall be subject to the limitations set forth in subparagraphs 9.2.1 through 9.2.4 below. This Paragraph 9 allowing the Disclosure is not a waiver of the Mediation Privilege or any other privilege for other documents and communications that were part of the Allocation, the subsequent mediations, or the settlement negotiations among the parties.

9.2 Disclosure Requirements: In the event that any of the Settling Parties seek to make a Disclosure under this Paragraph 9, the party or parties seeking to make the Disclosure shall:

9.2.1 if the Disclosure will be used in litigation, seek a protective order with respect to use of the FAR and/or any portion of the FAR appendices in the litigation, which includes at least as much protection as the Model Stipulated Protective Order for the U.S. District Court for the Western District of Washington and any of the Settling Parties involved in such litigation shall support the motion for a protective order.

9.2.2 seek the same confidentiality treatment as required in Paragraph 9.2.1 above in connection with any regulatory or administrative proceeding; except for Disclosure to the United States, if the existing Confidentiality Agreement (defined in Paragraph 9.5) is applicable. Any of the Settling Parties involved in such proceeding shall support the confidentiality treatment.

9.2.3 cooperate with any of the other Settling Parties that seek to file a declaration or other document in support of the motion, application or other request for a protective order or confidentiality treatment, which cooperation shall include (without limitation) providing notice to all Settling Parties that will

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be named in or the subject of the Disclosure of such motion, application or other request at least seven (7) days prior to any deadline for the notice recipient to file a response or otherwise provide such supporting documentation. No such notice shall be required if the Settling Party that will be named in or will be the subject of the Disclosure is a party in the relevant lawsuit or proceeding.

9.2.4 not use or make any Disclosure in any litigation or administrative proceeding initiated by a Settling Cash-Out Party against another Settling Cash-Out Party that does not involve a Settling LDWG Party or the United States, without the affected party's consent, except as otherwise expressly allowed under this Agreement or the MOA.

9.3 King County Disclosure to Ecology. The Settling Parties consent to King County disclosing only that portion(s) of the FAR addressing King County's insurance recovery and grant funding to Ecology and only if needed for purposes of grant funding administration. Such disclosure shall redact all other participant names or identifying information and shall be made expressly on the condition that such disclosure (i) is limited in scope; and (ii) shall, in no event, effectuate or result in any broader disclosure or waiver of King County's or any other parties' mediation privileges as those privileges relate to the FAR, the Allocation, or otherwise.

9.4 Axlor Contract Amendment. The Settling Cash-Out Parties' consent to any disclosure of Axlor's final remedial cost estimate report to any third party (including, without limitation, the United States and the Port of Seattle) is

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conditioned upon written agreement by Axlор to the disclosure. The Settling Party obtaining Axlор's written agreement shall provide it to the other Settling Parties.

9.5 United States Confidentiality Agreement. The Settling Parties agree that pursuant to Paragraph 10 of the Confidentiality Agreement Among the United States and Lower Duwamish Waterway Superfund Site Allocation Participants ("**Confidentiality Agreement**"), the FAR constitutes "information known or available to the Allocation Participants outside of the settlement negotiations" with the United States and, therefore, is not subject to that Confidentiality Agreement's terms if disclosed pursuant to this Paragraph 9.

9.6 The provisions of this Paragraph 9 take effect for each signatory party upon its signature of this Agreement.

10. Transfer of Claims. The Settling Parties, and each of them, represent and warrant that no other person or entity has claimed or now claims any interest in the Released Claims, or any interest in the subject matter of this Agreement. The Settling Parties, and each of them, represent and warrant that they have not sold, assigned, transferred, conveyed, donated or otherwise set over to any person or entity any claim or demand relating to the matters covered by this Agreement.

11. Agreement Not An Admission. This Agreement is made as a negotiated compromise and settlement of disputed claims. This Agreement shall not constitute, nor shall it be construed as or deemed to be evidence of, any admission of liability or wrongdoing or the truth of any allegations or correctness of any claims asserted by any of the Settling Parties. Nor shall this Agreement be deemed to be evidence of the existence, nature or amount of

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damages alleged by any Settling Party, as all payments made hereunder are in compromise only, and to avoid litigation.

- 12. Represented By Counsel.** Each Settling Party acknowledges that it has been represented by legal counsel, and that each Settling Party has reviewed, and has had the benefit of legal counsel's advice concerning, all of the terms and conditions of this Agreement.
- 13. Ambiguity.** Each Settling Party acknowledges that this Agreement is the product of informed, arms-length negotiations among the Settling Parties, and if any part of this Agreement is deemed ambiguous or in conflict, it shall be construed as if it were drafted jointly by all Settling Parties.
- 14. Authority.** Each Settling Party represents and warrants that each person who has signed this Agreement in a representative capacity on that Settling Party's behalf is duly authorized to enter into this Agreement and to bind the Settling Party on whose behalf he or she is signing.
- 15. Representations and Warranties.** Each of the Settling Parties represents and warrants that the representations made by that Settling Party in this Agreement are true and correct, and that Settling Party has the sole right and exclusive authority to execute this Agreement and to receive the consideration therefor.
- 16. Attorneys' Fees and Costs.** The Settling Parties mutually waive their right to recover any of their respective costs, attorneys' fees, consultant fees, or expert fees from the other Settling Parties in connection with Released Claims. In the event of an action for breach of this Agreement, however, the prevailing party shall recover its attorneys' fees and costs from the non-prevailing party or parties.

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- 17. Binding Effect.** This Agreement shall be binding on successors and assigns of the Settling Parties and shall inure to the benefit of each Settling Party's parent companies, subsidiaries, agents, heirs, successors, assigns, principals, officers, directors, members, governors, employees, and vessels. The provisions under Paragraph 7 governing upland access shall be binding on future owners of property currently owned by Settling Cash-Out Parties.
- 18. Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Agreement shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not exercise jurisdiction, the Settling Parties agree that any disputes arising under this Agreement shall be heard in King County Superior Court in Seattle.
- 19. Notice.** Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Appendix I to this Agreement. All notices specified in this Agreement must be in writing and sent using electronic mail addresses listed in Appendix I unless otherwise specified. All notices under this Paragraph are effective upon receipt, unless otherwise specified. In the case of emailed notices, there is a rebuttable presumption that such notices are received on the same day that they are sent. Any Party may change the method, person, or address applicable to it by providing notice of such change to all Parties.
- 20. Entire Agreement; Amendment.** The Appendices to this Agreement are incorporated herein as terms of this Agreement. Except as otherwise stated in this Paragraph, this

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Agreement and all Appendices hereto contain all of the terms and conditions agreed upon by the Settling Parties relating to its subject matter and supersedes any and all prior and contemporaneous agreements, negotiations, correspondence, understandings, and communications between or among the Settling Parties, whether oral or written, respecting the subject matter of this Agreement. This Agreement may be amended or modified only by a writing signed by the Settling Parties. It shall not be modified by any oral statement, communication, agreement, course of conduct, or by anything else other than a writing signed by the Settling Parties. ***However***, nothing in this Agreement shall supersede, cancel, modify or otherwise amend: (1) any separate agreement between the Settling LDWG Parties; (2) the Consent Decree; or (3) the MOA.

- 21. Counterparts.** This Agreement may be executed in counterparts and by facsimile or portable document format (.pdf) signature, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.
- 22. Agreement Not A Waiver of Privileges.** Nothing in this Agreement is a waiver of the Mediation Privilege, or any other privilege, or the Attorney Work Product Doctrine for documents and communications that were part of the Allocation, the subsequent mediations, or the settlement negotiations among the parties.

IN WITNESS WHEREOF, the Settling Parties have executed this Agreement as of the day and year indicated below.

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FOR: THE BOEING COMPANY

January 9, 2025



Dated

Name: Meredith Weinberg
Title: Partner
Address: Perkins Coie LLP
1201 3rd Avenue, Suite 4900
Seattle, WA 98101

FOR: THE CITY OF SEATTLE

Dated

Name: Bruce Harrell
Title: Mayor
Address: P.O. Box 94749
Seattle, WA 98124-4749

FOR: KING COUNTY

Dated

Name: Dow Constantine
Title: King County Executive
Address: King County Chinook Building
401 5th Ave. Suite 800
Seattle, WA 98104

FOR: DUWAMISH SHIPYARD, INC.

Dated

Name: Kyle McCleary
Title: Secretary/Treasurer
Address: P.O. Box 13368
Des Moines, WA 98198

Settlement Agreement and Mutual Release

FOR: THE BOEING COMPANY

Dated

Name: Meredith Weinberg
Title: Partner
Address: Perkins Coie LLP
1201 3rd Avenue, Suite 4900
Seattle, WA 98101

FOR: THE CITY OF SEATTLE

Dated

Name: Bruce Harrell
Title: Mayor
Address: P.O. Box 94749
Seattle, WA 98124-4749

FOR: KING COUNTY

Dated

Name: Dow Constantine
Title: King County Executive
Address: King County Chinook Building
401 5th Ave. Suite 800
Seattle, WA 98104

FOR: DUWAMISH SHIPYARD, INC.

12/26/24
Dated

Kyle McCleary

Name: Kyle McCleary
Title: Secretary/Treasurer
Address: P.O. Box 13368
Des Moines, WA 98198

Settlement Agreement and Mutual Release

FOR: PHARMACIA LLC

January 6, 2024
Dated
Name: Molly M. Jones
Title: Head of North America Environmental and Sustainability *Sr. Asst. General Counsel*
Address: Bayer U.S. LLC
800 North Lindbergh Blvd
St. Louis, MO 63167

FOR: PACCAR INC

Dated
Name: Michael K. Walton
Title: Vice President and General Counsel
Address: 777 106th Avenue Northeast
Bellevue, WA 98004

FOR: SEATTLE BOILER WORKS, INC.

Dated
Name: Craig Hopkins
Title: President/Manager
Address: 500 S. Myrtle Street
Seattle, WA 98108

FOR: FRANK H. HOPKINS FAMILY L.L.C.

Dated
Name: Craig Hopkins
Title: President/Manager
Address: 500 S. Myrtle Street
Seattle, WA 98108

Settlement Agreement and Mutual Release

FOR: PHARMACIA LLC

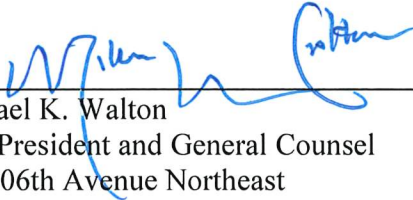
Dated

Name: Drew Reavis
Title: Head of North America Environmental and
Sustainability
Bayer U.S. LLC
Address: 800 North Lindbergh Blvd
St. Louis, MO 63167

FOR: PACCAR INC

1/7/2025

Dated



Name: Michael K. Walton
Title: Vice President and General Counsel
Address: 777 106th Avenue Northeast
Bellevue, WA 98004

FOR: SEATTLE BOILER WORKS, INC.

Dated

Name: Craig Hopkins
Title: President/Manager
Address: 500 S. Myrtle Street
Seattle, WA 98108

FOR: FRANK H. HOPKINS FAMILY L.L.C.

Dated

Name: Craig Hopkins
Title: President/Manager
Address: 500 S. Myrtle Street
Seattle, WA 98108

Settlement Agreement and Mutual Release

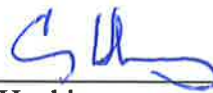
FOR: PHARMACIA LLC

Dated Name:
 Title: Head of North America Environmental and
 Sustainability
 Bayer U.S. LLC
Address: 800 North Lindbergh Blvd
 St. Louis, MO 63167

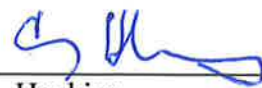
FOR: PACCAR INC

Dated Name:
 Title: Vice President and General Counsel
Address: 777 106th Avenue Northeast
 Bellevue, WA 98004

FOR: SEATTLE BOILER WORKS, INC.

1-7-25 
Dated Name:
 Title: President/Manager
Address: 500 S. Myrtle Street
 Seattle, WA 98108

FOR: FRANK H. HOPKINS FAMILY L.L.C.

1-7-25 
Dated Name:
 Title: President/Manager
Address: 500 S. Myrtle Street
 Seattle, WA 98108

Settlement Agreement and Mutual Release

**FOR: FREDRICK J. HOPKINS FAMILY
L.L.C.**

1-7-25
Dated

Name: Jamieson Hopkins
Title: Manager
Address: 500 S. Myrtle Street
Seattle, WA 98108

FOR: MANSON CONSTRUCTION CO.

Dated _____

Name: John A. Holmes
Title: President
Address: 5209 East Marginal Way South
Seattle, WA 98134

FOR: MANSON INTERNATIONAL, INC.

Dated

Name: John A. Holmes
Title: President
Address: 5209 East Marginal Way South
Seattle, WA 98134

FOR: 5055 PROPERTIES, LLC

Dated

Name: John A. Holmes
Title: Manager
Address: 5209 East Marginal Way South
Seattle, WA 98134

Settlement Agreement and Mutual Release

**FOR: FREDRICK J. HOPKINS FAMILY
L.L.C.**


Dated

Name: Jamieson Hopkins
Title: Manager
Address: 500 S. Myrtle Street
Seattle, WA 98108

FOR: MANSON CONSTRUCTION CO.

12/23/2024

Dated




Name: John A. Holmes
Title: President
Address: 5209 East Marginal Way South
Seattle, WA 98134

FOR: MANSON INTERNATIONAL, INC.

12/23/2024

Dated




Name: John A. Holmes
Title: President
Address: 5209 East Marginal Way South
Seattle, WA 98134

FOR: 5055 PROPERTIES, LLC

12/23/2024

Dated



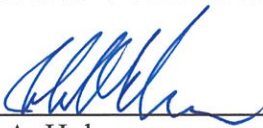
Name: John A. Holmes
Title: Manager
Address: 5209 East Marginal Way South
Seattle, WA 98134

Settlement Agreement and Mutual Release

**FOR: MANSON CONSTRUCTION
HOLDING COMPANY**

12/23/2024

Dated


Name: John A. Holmes
Title: President
Address: 5209 East Marginal Way South
Seattle, WA 98134

FOR: ALASKA MARINE LINES, INC.

Dated

Name: Everett H. Billingslea
Title: Secretary
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

FOR: KNIK CONSTRUCTION CO., INC.

Dated

Name: Everett H. Billingslea
Title: Secretary
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

**FOR: 5600 W. MARGINAL WAY, SW,
SEATTLE, LLC**

Dated

Name: Everett H. Billingslea
Title: Manager
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

Settlement Agreement and Mutual Release

**FOR: MANSON CONSTRUCTION
HOLDING COMPANY**


Dated

Name: John A. Holmes
Title: President
Address: 5209 East Marginal Way South
Seattle, WA 98134

FOR: ALASKA MARINE LINES, INC.

12/20/2024


Dated


Name: Everett H. Billingslea
Title: Secretary
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

FOR: KNIK CONSTRUCTION CO., INC.

12/20/2024


Dated


Name: Everett H. Billingslea
Title: Secretary
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

**FOR: 5600 W. MARGINAL WAY, SW,
SEATTLE, LLC**

12/20/2024

Dated


Name: Everett H. Billingslea
Title: Manager
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

Settlement Agreement and Mutual Release

**FOR: 5615 W. MARGINAL WAY SW,
SEATTLE, LLC**

12/20/2024

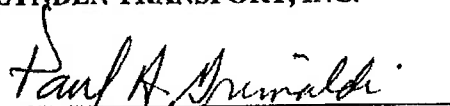
Dated


Name: Everett H. Billingslea
Title: Manager
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

FOR: LYNDEN TRANSPORT, INC.

12/20/2024

Dated


Name: Paul A. Grimaldi
Title: President
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

FOR: LTI, INC.

12/20/2024


Dated


Name: Eric Badger
Title: President
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

FOR: DOUGLAS MANAGEMENT CO.

12/20/2024

Dated

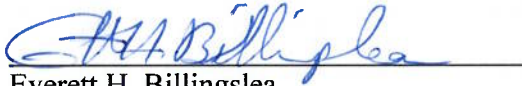

Name: Everett H. Billingslea
Title: Secretary
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

Settlement Agreement and Mutual Release

FOR: SWAN BAY HOLDINGS, INC.

12/20/2024


Dated


Name: Everett H. Billingslea
Title: Assistant Secretary
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

FOR: BERING MARINE CORPORATION

12/20/2024


Dated


Name: Everett H. Billingslea
Title: Secretary
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

FOR: 7100 1ST AVE. S, SEATTLE, LLC

12/20/2024


Dated


Name: Everett H. Billingslea
Title: Manager
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

FOR: LYNDEN INCORPORATED

12/20/2024

Dated


Name: Everett H. Billingslea
Title: Sr. Vice President and Secretary
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

Settlement Agreement and Mutual Release

**FOR: LYNDEN MARINE LEASING,
LLC, AND ITS SUBSIDIARIES:**

Alaska Provider, LLC;
Alaska Trader, LLC;
Aleutian Trader, LLC;
Anchorage Provider, LLC;
Anchorage Trader, LLC;
Arctic Bear, LLC;
Arctic Gull, LLC;
Arctic Provider, LLC;
Baranof Provider, LLC;
Bering Trader LLC;
Chatham Provider, LLC;
Chichagof Provider, LLC;
Cordova Provider, LLC;
Fairbanks Provider, LLC;
Greta, LLC;
Hawaii Trader, LLC;
Ivan, LLC;
Kamakani, LLC;
Kenai Trader, LLC;
Koyukuk, LLC;
Krystal Sea, LLC;
Kuskokwim Trader, LLC;
Marine Boneyard, LLC;
Naknek Trader LLC;
Nunaniq, LLC;
Pacific Trader, LLC;
Polar Cloud, LLC;
Polar Endurance, LLC;
Polar King, LLC;
Polar Trader, LLC;
Polar Viking, LLC;
Polar Wind, LLC;
Rampart, LLC;
Sam M. Taalak, LLC;
Skagway Provider, LLC;
Southeast Provider, LLC;
Spencer Brewer, LLC;
Stickeen, LLC;
Stikine Provider, LLC;
Taku Provider, LLC;
Togiak Trader, LLC;
Tongass Provider, LLC;
Westward Trader, LLC;
Whittier Provider, LLC; and

Settlement Agreement and Mutual Release

Yukon Trader, LLC.

12/20/2024



Dated

Name: Everett H. Billingslea
Title: Secretary and Manager
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

FOR: LYNDEN SERVICES, INC.

12/20/2024



Dated

Name: Everett H. Billingslea
Title: Secretary
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

FOR: NORTHLAND SERVICES, INC.

12/20/2024



Dated

Name: Oliver Zidek
Title: General Manager
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

**FOR: NORTHLAND SERVICES, INC., ON
BEHALF OF NAKNEK BARGE
LINES, LLC, a dissolved company**

12/20/2024



Dated

Name: Oliver Zidek
Title: General Manager
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

**FOR: NORTHLAND SERVICES, INC., ON
BEHALF OF JORE MARINE
SERVICES, INC., a dissolved
corporation**

12/20/2024

Dated

Name: Oliver Zidek
Title: General Manager
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

**FOR: CROWLEY MARINE SERVICES,
INC.**

Dated

Name: Reece Alford
Title: Corporate Secretary
Address: 9487 Regency Square Blvd.
Jacksonville, FL 32225

FOR: 8TH AVENUE TERMINALS, INC.

Dated

Name: Reece Alford
Title: Corporate Secretary
Address: 9487 Regency Square Blvd.
Jacksonville, FL 32225

FOR: HOLCIM (US) INC.

Dated

Name: Jodie Earle
Title: Director, Litigation & Assistant Secretary
Address: 6211 N. Ann Arbor Road
Dundee, MI 48131

Settlement Agreement and Mutual Release

**FOR: NORTHLAND SERVICES, INC., ON
BEHALF OF JORE MARINE
SERVICES, INC., a dissolved
corporation**

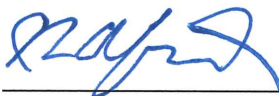
Dated

Name: Oliver Zidek
Title: General Manager
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

**FOR: CROWLEY MARINE SERVICES,
INC.**

1/6/25

Dated




Name: Reece Alford
Title: Corporate Secretary
Address: 9487 Regency Square Blvd.
Jacksonville, FL 32225

FOR: 8TH AVENUE TERMINALS, INC.

1/6/25

Dated



Name: Reece Alford
Title: Corporate Secretary
Address: 9487 Regency Square Blvd.
Jacksonville, FL 32225

FOR: HOLCIM (US) INC.

Dated

Name: Jodie Earle
Title: Director, Litigation & Assistant
Secretary
Address: 6211 N. Ann Arbor Road
Dundee, MI 48131

Settlement Agreement and Mutual Release

**FOR: NORTHLAND SERVICES, INC., ON
BEHALF OF JORE MARINE
SERVICES, INC., a dissolved
corporation**

Dated

Name: Oliver Zidek
Title: General Manager
Address: 18000 International Blvd.,
Suite 800
Seattle, WA 98188-4255

**FOR: CROWLEY MARINE SERVICES,
INC.**

Dated

Name: Reece Alford
Title: Corporate Secretary
Address: 9487 Regency Square Blvd.
Jacksonville, FL 32225

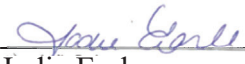
FOR: 8TH AVENUE TERMINALS, INC.

Dated

Name: Reece Alford
Title: Corporate Secretary
Address: 9487 Regency Square Blvd.
Jacksonville, FL 32225

FOR: HOLCIM (US) INC.


January 6, 2025
Dated



Name: Jodie Earle
Title: Director, Litigation & Assistant
Secretary
Address: 6211 N. Ann Arbor Road
Dundee, MI 48131

FOR: SURPLUS ITEMS INC.

Dated


Name: Lisa McCormick
Title: Assistant Secretary
Address: 6211 N. Ann Arbor Road
Dundee, MI 48131

**FOR: SEATTLE IRON & METALS
CORPORATION**

Dated

Name: Alan P. Sidell
Title: President/Manager
Address: 601 S. Myrtle St.
Seattle, WA 98108

FOR: THE SHALMAR GROUP, LLC

Dated

Name: Alan P. Sidell
Title: President/Manager
Address: 601 S. Myrtle St.
Seattle, WA 98108

FOR: SHALMAR 08, LLC

Dated

Name: Alan P. Sidell
Title: President/Manager
Address: 601 S. Myrtle St.
Seattle, WA 98108

Settlement Agreement and Mutual Release


FOR: SURPLUS ITEMS INC.

Dated

Name: Lisa McCormick
Title: Assistant Secretary
Address: 6211 N. Ann Arbor Road
Dundee, MI 48131

**FOR: SEATTLE IRON & METALS
CORPORATION**


12-30-24
Dated



Name: Alan P. Sidell
Title: President/Manager
Address: 601 S. Myrtle St.
Seattle, WA 98108

FOR: THE SHALMAR GROUP, LLC

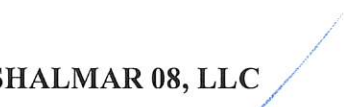
12-30-24
Dated



Name: Alan P. Sidell
Title: President/Manager
Address: 601 S. Myrtle St.
Seattle, WA 98108

FOR: SHALMAR 08, LLC

12-30-24
Dated



Name: Alan P. Sidell
Title: President/Manager
Address: 601 S. Myrtle St.
Seattle, WA 98108

Settlement Agreement and Mutual Release

FOR: SIMCO PROPERTIES, LLC

12-30-24

Dated

Name: Alan P. Sidell

Title: President/Manager

Address: 601 S. Myrtle St.
Seattle, WA 98108

**FOR: EARLE M. JORGENSEN
COMPANY**

Dated

Name: William A. Smith II

Title: Vice President and Secretary

Address: Earle M. Jorgensen Company
10650 Alameda Street
Lynwood, CA 90262

FOR: LINDE INC. (f/k/a PRAXAIR, INC.)

Dated

Name: Guillermo Bichara
Linde Inc.

Title: Executive Vice President & Chief Legal
Officer

Address: 10 Riverview Drive
Danbury, CT 06810

FOR: GLACIER NORTHWEST, INC.

Dated

Name: Allen Hamblen

Title: President and CEO

Address: 10655 W Park Run Dr, Ste 275
Las Vegas, NV 89144

Settlement Agreement and Mutual Release

FOR: SIMCO PROPERTIES, LLC


Dated

Name: Alan P. Sidell
Title: President/Manager
Address: 601 S. Myrtle St.
Seattle, WA 98108

**FOR: EARLE M. JORGENSEN
COMPANY**

1/9/2025

Dated



Name: William A. Smith II
Title: Vice President and Secretary
Address: Earle M. Jorgensen Company
10650 Alameda Street
Lynwood, CA 90262

FOR: LINDE INC. (f/k/a PRAXAIR, INC.)

Dated

Name: Guillermo Bichara
Linde Inc.
Title: Executive Vice President & Chief Legal
Officer
Address: 10 Riverview Drive
Danbury, CT 06810

FOR: GLACIER NORTHWEST, INC.

Dated

Name: Allen Hamblen
Title: President and CEO
Address: 10655 W Park Run Dr, Ste 275
Las Vegas, NV 89144

Settlement Agreement and Mutual Release

FOR: SIMCO PROPERTIES, LLC

Dated

Name: Alan P. Sidell
Title: President/Manager
Address: 601 S. Myrtle St.
Seattle, WA 98108

**FOR: EARLE M. JORGENSEN
COMPANY**

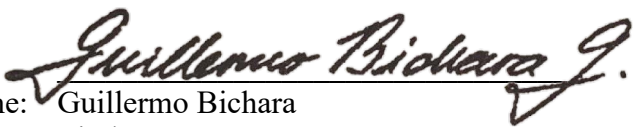
Dated

Name: William A. Smith II
Title: Vice President and Secretary
Address: Earle M. Jorgensen Company
10650 Alameda Street
Lynwood, CA 90262

FOR: LINDE INC. (f/k/a PRAXAIR, INC.)

1/8/2025

Dated



Name: Guillermo Bichara
Linde Inc.
Title: Executive Vice President & Chief Legal
Officer
Address: 10 Riverview Drive
Danbury, CT 06810

FOR: GLACIER NORTHWEST, INC.

Dated

Name: Allen Hamblen
Title: President and CEO
Address: 10655 W Park Run Dr, Ste 275
Las Vegas, NV 89144

Settlement Agreement and Mutual Release

FOR: SIMCO PROPERTIES, LLC

Dated

Name: Alan P. Sidell
Title: President/Manager
Address: 601 S. Myrtle St.
Seattle, WA 98108

**FOR: EARLE M. JORGENSEN
COMPANY**

Dated

Name: William A. Smith II
Title: Vice President and Secretary
Address: Earle M. Jorgensen Company
10650 Alameda Street
Lynwood, CA 90262

FOR: LINDE INC. (f/k/a PRAXAIR, INC.)

Dated

Name: Guillermo Bichara
Linde Inc.
Title: Executive Vice President & Chief Legal
Officer
Address: 10 Riverview Drive
Danbury, CT 06810

FOR: GLACIER NORTHWEST, INC.

1/6/2025

Dated

Name: Allen Hamblen
Title: President and CEO
Address: 10655 W Park Run Dr, Ste 275
Las Vegas, NV 89144

Settlement Agreement and Mutual Release

FOR: NORTHWEST AGGREGATES CO.

Dated

Name: Allen Hamblen
Title: President and CEO
Address: 10655 W Park Run Dr, Ste 275
Las Vegas, NV 89144

**FOR: HOLCIM CANADA HOLDINGS LLC
(f/k/a LAFARGE NORTH AMERICA
INC.)**

Dated

Name: Ken Cathcart
Title: Vice President, General Counsel North
America and Assistant Secretary
Address: 6509 Airport Road
Mississauga, ON, Canada L4V 1S7

FOR: LAFARGE PNW INC.

Dated

Name: Caitlin Norton
Title: General Counsel and Assistant Secretary
Address: 6509 Airport Road
Mississauga, ON, Canada L4V 1S7

FOR: INTERNATIONAL PAPER COMPANY

Dated

Name: Joseph R. Saab
Title: Senior Vice President, General Counsel &
Corporate Secretary
Address: 6400 Poplar Avenue
Memphis, TN 38197

Settlement Agreement and Mutual Release

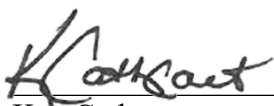
FOR: NORTHWEST AGGREGATES CO.

Dated

Name: Allen Hamblen
Title: President and CEO
Address: 10655 W Park Run Dr, Ste 275
Las Vegas, NV 89144

**FOR: HOLCIM CANADA HOLDINGS LLC
(f/k/a LAFARGE NORTH AMERICA
INC.)**

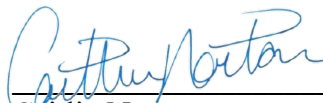
January 6, 2025
Dated



Name: Ken Cathcart
Title: Vice President, General Counsel North
America and Assistant Secretary
Address: 6509 Airport Road
Mississauga, ON, Canada L4V 1S7

FOR: LAFARGE PNW INC.

January 6, 2025
Dated



Name: Caitlin Norton
Title: General Counsel and Assistant Secretary
Address: 6509 Airport Road
Mississauga, ON, Canada L4V 1S7

FOR: INTERNATIONAL PAPER COMPANY

Dated

Name: Joseph R. Saab
Title: Senior Vice President, General Counsel &
Corporate Secretary
Address: 6400 Poplar Avenue
Memphis, TN 38197

Settlement Agreement and Mutual Release

FOR: NORTHWEST AGGREGATES CO.

Dated

Name: Allen Hamblen
Title: President and CEO
Address: 10655 W Park Run Dr, Ste 275
Las Vegas, NV 89144

**FOR: HOLCIM CANADA HOLDINGS LLC
(f/k/a LAFARGE NORTH AMERICA
INC.)**

Dated

Name: Ken Cathcart
Title: Vice President, General Counsel North
America and Assistant Secretary
Address: 6509 Airport Road
Mississauga, ON, Canada L4V 1S7

FOR: LAFARGE PNW INC.

Dated

Name: Caitlin Norton
Title: General Counsel and Assistant Secretary
Address: 6509 Airport Road
Mississauga, ON, Canada L4V 1S7

FOR: INTERNATIONAL PAPER COMPANY

1/7/25
Dated

Name: ~~Joseph R. Saab~~ *Brian E. Heim*
Title: ~~Senior Vice President, General Counsel & EHS +~~
~~Corporate Secretary~~ *Sustainability*
Address: 6400 Poplar Avenue
Memphis, TN 38197

Settlement Agreement and Mutual Release

**FOR: WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION**

Dated

Name: Ahmer Nizam
Title: WSDOT Environmental Services Director
Address: 310 Maple Park Ave SE, Olympia WA 98501
Mail Stop 47331

FOR: SILVER BAY LOGGING, INC.

12/27/2024

Dated

Name: Betty Buhler
Title: Secretary
Address: PO Box 270
Kelso, WA 98626-0023

FOR: BOYER TOWING, INC.

Dated

Name: Boyer Halvorsen
Title: President
Address: 7318 4th Avenue South
Seattle, WA 98108

FOR: BOYER LOGISTICS, INC.

Dated

Name: Boyer Halvorsen
Title: President
Address: 7318 4th Avenue South
Seattle, WA 98108

Settlement Agreement and Mutual Release

**FOR: WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION**

Dated

Name: Ahmer Nizam
Title: WSDOT Environmental Services Director
Address: 310 Maple Park Ave SE, Olympia WA 98501
Mail Stop 47331

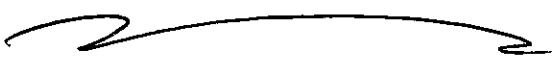
FOR: SILVER BAY LOGGING, INC.

Dated

Name: Betty Buhler
Title: Secretary
Address: PO Box 270
Kelso, WA 98626-0023

FOR: BOYER TOWING, INC.


12/31/24
Dated



Name: Boyer Halvorsen
Title: President
Address: 7318 4th Avenue South
Seattle, WA 98108

FOR: BOYER LOGISTICS, INC.

12/31/24
Dated



Name: Boyer Halvorsen
Title: President
Address: 7318 4th Avenue South
Seattle, WA 98108

Settlement Agreement and Mutual Release

FOR: BOYER HALVORSEN

Dated

Name: Boyer Halvorsen
Address: 7318 4th Avenue South
Seattle, WA 98108

FOR: KIRSTEN HALVORSEN STAHL

Dated

Name: Kirsten Halvorsen Stahl
Address: 7318 4th Avenue South
Seattle, WA 98108

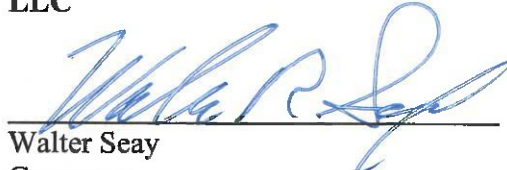
FOR: MAIA HALVORSEN

Dated

Name: Maia Halvorsen
Address: 7318 4th Avenue South
Seattle, WA 98108

**FOR: SEATAC MARINE PROPERTIES,
LLC**


Jan 6 '25
Dated



Name: Walter Seay
Title: Governor
Address: 6701 Fox Avenue South
Seattle, WA 98108

FOR: SEATAC MARINE SERVICES, LLC

Jan 6 '25
Dated



Name: Walter Seay
Title: Governor
Address: 6701 Fox Avenue South
Seattle, WA 98101

Settlement Agreement and Mutual Release

FOR: PUGET SOUND ENERGY, INC.



12/24/2024

Dated

Name: Lorna Luebbe
Title: General Counsel/SVP Chief Sustainability Officer
Address: PO Box 97034, Bellevue, WA 98009

FOR: WELLS FARGO BANK, NATIONAL ASSOCIATION

Dated

Name: Craig Baldauf
Title: Deputy General Counsel
Address: 401 S. Tryon St., Charlotte, NC 28202-1675

FOR: CONGLOBAL INDUSTRIES, LLC

Dated

Name: Paul Kleppetsch
Title: Vice President and General Counsel
Address: 8205 S. Cass Avenue, Suite 115
Darien, IL 60561

FOR: WESTROCK LONGVIEW, LLC (f/k/a LONGVIEW FIBRE PAPER AND PACKAGING, INC.)

Dated

Name: Nina E. Butler
Title: Vice President and Senior EHS Counsel - North America
Address: 1000 Abernathy Road NE
Atlanta, GA 30328

Settlement Agreement and Mutual Release

FOR: PUGET SOUND ENERGY, INC.

Dated

Name: Lorna Luebbe
Title: General Counsel/SVP Chief Sustainability
Officer
Address: PO Box 97034, Bellevue, WA 98009

**FOR: WELLS FARGO BANK, NATIONAL
ASSOCIATION**

1/2/2025

Dated

Name: Craig Baldauf
Title: Deputy General Counsel | Executive Vice President
Address: 401 S. Tryon St., Charlotte, NC 28202-1675

Signed by:

Craig Baldauf

93381AB941C94FA...

FOR: CONGLOBAL INDUSTRIES, LLC

Dated

Name: Paul Kleppetsch
Title: Vice President and General Counsel
Address: 8205 S. Cass Avenue, Suite 115
Darien, IL 60561

**FOR: WESTROCK LONGVIEW, LLC (f/k/a
LONGVIEW FIBRE PAPER AND
PACKAGING, INC.)**

Dated

Name: Nina E. Butler
Title: Vice President and Senior EHS
Counsel - North America
Address: 1000 Abernathy Road NE
Atlanta, GA 30328

Settlement Agreement and Mutual Release

FOR: PUGET SOUND ENERGY, INC.

Dated

Name: Lorna Luebbe
Title: General Counsel/SVP Chief Sustainability
Officer
Address: PO Box 97034, Bellevue, WA 98009

**FOR: WELLS FARGO BANK, NATIONAL
ASSOCIATION**


Dated

Name: Craig Baldauf
Title: Deputy General Counsel
Address: 401 S. Tryon St., Charlotte, NC 28202-1675

FOR: CONGLOBAL INDUSTRIES, LLC

1/3/2025

Dated



Name: Paul Kleppetsch
Title: Vice President and General Counsel
Address: 8205 S. Cass Avenue, Suite 115
Darien, IL 60561

**FOR: WESTROCK LONGVIEW, LLC (f/k/a
LONGVIEW FIBRE PAPER AND
PACKAGING, INC.)**

Dated

Name: Nina E. Butler
Title: Vice President and Senior EHS
Counsel - North America
Address: 1000 Abernathy Road NE
Atlanta, GA 30328

Settlement Agreement and Mutual Release

FOR: PUGET SOUND ENERGY, INC.

Dated

Name: Lorna Luebbe
Title: General Counsel/SVP Chief Sustainability
Officer
Address: PO Box 97034, Bellevue, WA 98009

**FOR: WELLS FARGO BANK, NATIONAL
ASSOCIATION**

Dated

Name: Craig Baldauf
Title: Deputy General Counsel
Address: 401 S. Tryon St., Charlotte, NC 28202-1675

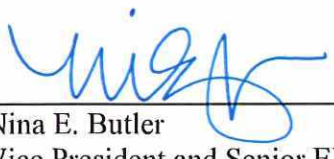
FOR: CONGLOBAL INDUSTRIES, LLC

Dated

Name: Paul Kleppetsch
Title: Vice President and General Counsel
Address: 8205 S. Cass Avenue, Suite 115
Darien, IL 60561

**FOR: WESTROCK LONGVIEW, LLC (f/k/a
LONGVIEW FIBRE PAPER AND
PACKAGING, INC.)**

1/6/25
Dated

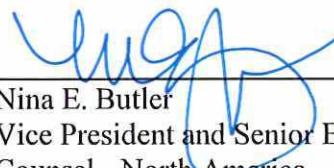


Name: Nina E. Butler
Title: Vice President and Senior EHS
Counsel - North America
Address: 1000 Abernathy Road NE
Atlanta, GA 30328

Settlement Agreement and Mutual Release

FOR: WESTROCK SERVICES, LLC

1/6/25
Dated


Name: Nina E. Butler
Title: Vice President and Senior EHS
Counsel - North America
Address: 1000 Abernathy Road NE
Atlanta, GA 30328

**FOR: SOUTH PARK MARINA LIMITED
PARTNERSHIP**

Dated

Name: Guy M. Crow
Title: General Partner and Limited Partner
Address: South Park Marina
8604 Dallas Ave. S
Seattle, WA 98108

FOR: ASH GROVE CEMENT COMPANY

Dated

Name: David M. Toolan
Title: Assistant Secretary
Address: 900 Ashwood Parkway, Suite 800
Atlanta, GA 30338

**FOR: NORTHWEST CONTAINER
SERVICES, INC.**

Dated

Name: Patrick J. Shea
Title: Executive Vice President, General Counsel
and Secretary
Address: 3 Waterway Square Place, Suite 110
The Woodlands, TX 77380

Settlement Agreement and Mutual Release

FOR: WESTROCK SERVICES, LLC

Dated

Name: Nina E. Butler
Title: Vice President and Senior EHS
Counsel - North America
Address: 1000 Abernathy Road NE
Atlanta, GA 30328

**FOR: SOUTH PARK MARINA LIMITED
PARTNERSHIP**

12/31/2024
Dated

Name: Guy M. Crow
Title: General Partner and Limited Partner
Address: South Park Marina
8604 Dallas Ave. S
Seattle, WA 98108

FOR: ASH GROVE CEMENT COMPANY

Dated

Name: David M. Toolan
Title: Assistant Secretary
Address: 900 Ashwood Parkway, Suite 800
Atlanta, GA 30338

**FOR: NORTHWEST CONTAINER
SERVICES, INC.**

Dated

Name: Patrick J. Shea
Title: Executive Vice President, General Counsel
and Secretary
Address: 3 Waterway Square Place, Suite 110
The Woodlands, TX 77380

Settlement Agreement and Mutual Release

FOR: WESTROCK SERVICES, LLC

Dated

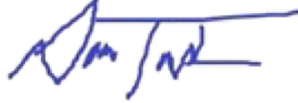
Name: Nina E. Butler
Title: Vice President and Senior EHS
Counsel - North America
Address: 1000 Abernathy Road NE
Atlanta, GA 30328

**FOR: SOUTH PARK MARINA LIMITED
PARTNERSHIP**

Dated

Name: Guy M. Crow
Title: General Partner and Limited Partner
Address: South Park Marina
8604 Dallas Ave. S
Seattle, WA 98108

FOR: ASH GROVE CEMENT COMPANY



12/27/2024

Dated

Name: David M. Toolan
Title: Assistant Secretary
Address: 900 Ashwood Parkway, Suite 800
Atlanta, GA 30338

**FOR: NORTHWEST CONTAINER
SERVICES, INC.**

Dated

Name: Patrick J. Shea
Title: Executive Vice President, General Counsel
and Secretary
Address: 3 Waterway Square Place, Suite 110
The Woodlands, TX 77380

Settlement Agreement and Mutual Release

FOR: WESTROCK SERVICES, LLC

Dated

Name: Nina E. Butler
Title: Vice President and Senior EHS
Counsel - North America
Address: 1000 Abernathy Road NE
Atlanta, GA 30328

**FOR: SOUTH PARK MARINA LIMITED
PARTNERSHIP**

Dated

Name: Guy M. Crow
Title: General Partner and Limited Partner
Address: South Park Marina
8604 Dallas Ave. S
Seattle, WA 98108


FOR: ASH GROVE CEMENT COMPANY

Dated

Name: David M. Toolan
Title: Assistant Secretary
Address: 900 Ashwood Parkway, Suite 800
Atlanta, GA 30338

**FOR: NORTHWEST CONTAINER
SERVICES, INC.**

1/6/2025
Dated



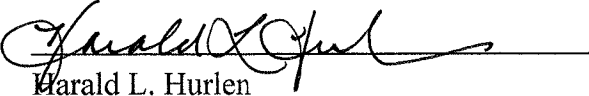
Name: Patrick J. Shea
Title: Executive Vice President, General Counsel
and Secretary
Address: 3 Waterway Square Place, Suite 110
The Woodlands, TX 77380

Settlement Agreement and Mutual Release

FOR: HARALD L. HURLEN

27 DEC 2024


Dated


Name: Harald L. Hurlen
Title: President/Manager
Address: 2505 School Street
Solvang, CA 93463

FOR: HURLEN CONSTRUCTION COMPANY

27 DEC 2024


Dated


Name: Harald L. Hurlen
Title: President/Manager
Address: 2505 School Street
Solvang, CA 93463

FOR: HURLEN LOGISTICS, LLC, a dissolved company

27 DEC 2024

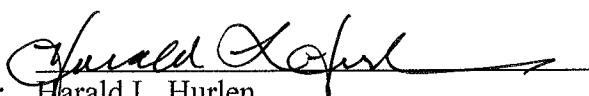
Dated


Name: Harald L. Hurlen
Title: President/Manager
Address: 2505 School Street
Solvang, CA 93463

FOR: SIX TWENTY SOUTH LOGISTICS, LLC, a dissolved company

27 DEC 2024


Dated


Name: Harald L. Hurlen
Title: President/Manager
Address: 2505 School Street
Solvang, CA 93463

FOR: SIX FOURTEEN SOUTH LOGISTICS, LLC, a dissolved company

27 DEC 2024

Dated


Name: Harald L. Hurlen
Title: President/Manager
Address: 2505 School Street
Solvang, CA 93463

Settlement Agreement and Mutual Release

**FOR: PSFL LEASING, INC. (f/k/a PUGET
SOUND TRUCK LINES, INC.), a
dissolved corporation**

12/23/2024
Dated

Thomas Lovejoy
Name: Thomas Lovejoy
Title: Former Chairman
Address: 10700 N.E. 4th St.
Unit 3414
Bellevue, WA 98004

FOR: WEYERHAEUSER COMPANY

Dated

Name: Kristy T. Harlan
Title: SVP General Counsel & Corporate Secretary
Address: 220 Occidental Ave S, Seattle, WA 98104

FOR: WEYERHAEUSER NR COMPANY

Dated

Name: Kristy T. Harlan
Title: SVP General Counsel & Corporate Secretary
Address: 220 Occidental Ave S, Seattle, WA 98104

FOR: DELTA MARINE INDUSTRIES, INC.

Dated

Name: John R. Jones
Title: President
Address: 1608 S. 96th Street
Seattle, WA 98108

**FOR: PSFL LEASING, INC. (f/k/a PUGET
SOUND TRUCK LINES, INC.), a
dissolved corporation**

Name: Thomas Lovejoy
Title: Former Chairman
Address: 10700 N.E. 4th St.
Unit 3414
Bellevue, WA 98004

Name: Kristy T. Harlan
Title: SVP General Counsel & Corporate Secretary
Address: 220 Occidental Ave S, Seattle, WA 98104

Name: Kristy T. Harlan
Title: SVP General Counsel & Corporate Secretary
Address: 220 Occidental Ave S, Seattle, WA 98104

Name: John R. Jones
Title: President
Address: 1608 S. 96th Street
Seattle, WA 98108

Settlement Agreement and Mutual Release

**FOR: PSFL LEASING, INC. (f/k/a PUGET
SOUND TRUCK LINES, INC.), a
dissolved corporation**

Dated

Name: Thomas Lovejoy
Title: Former Chairman
Address: 10700 N.E. 4th St.
Unit 3414
Bellevue, WA 98004

FOR: WEYERHAEUSER COMPANY

Dated

Name: Kristy T. Harlan
Title: SVP General Counsel & Corporate Secretary
Address: 220 Occidental Ave S, Seattle, WA 98104

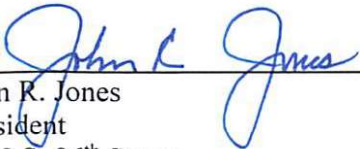
FOR: WEYERHAEUSER NR COMPANY

Dated

Name: Kristy T. Harlan
Title: SVP General Counsel & Corporate Secretary
Address: 220 Occidental Ave S, Seattle, WA 98104

FOR: DELTA MARINE INDUSTRIES, INC.

12/30/24
Dated



Name: John R. Jones
Title: President
Address: 1608 S. 96th Street
Seattle, WA 98108

Settlement Agreement and Mutual Release

**FOR: ARDAGH GLASS INC. (f/k/a SAINT-
GOBAIN CONTAINERS INC.)**

1/4/25
Dated

Name: Jason Ty Sibbitt
Title: Associate General Counsel
Address: 10194 Crosspoint Blvd. #410
Indianapolis, IN 46256

FOR: BALL CORPORATION

Dated

Name: _____
Title: Chief Legal Officer
Address: 9200 W. 108th Circle
Westminster, CO 80021

FOR: BAYER CROPSCIENCE INC.

Dated

Name: _____
Title: Head of North America Environmental and
Sustainability
Address: Bayer U.S. LLC
Sustainability, Safety, Health & Environment
800 N. Lindbergh Blvd.
St. Louis, MO 63167

FOR: MONSANTO COMPANY

Dated

Name: _____
Title: Head of North America Environmental and
Sustainability
Address: Bayer U.S. LLC
Sustainability, Safety, Health & Environment
800 N. Lindbergh Blvd.
St. Louis, MO 63167

Settlement Agreement and Mutual Release

**FOR: ARDAGH GLASS INC. (f/k/a SAINT-
GOBAIN CONTAINERS INC.)**


Dated

Name: Jason Ty Sibbitt
Title: Associate General Counsel
Address: 10194 Crosspoint Blvd. #410
Indianapolis, IN 46256

FOR: BALL CORPORATION

1.3.25

Dated



Name: Hannah Lim-Johnson
Title: Chief Legal Officer
Address: 9200 W. 108th Circle
Westminster, CO 80021

FOR: BAYER CROPSCIENCE INC.

Dated

Name: Drew Reavis
Title: Head of North America Environmental and
Sustainability
Address: Bayer U.S. LLC
Sustainability, Safety, Health & Environment
800 N. Lindbergh Blvd.
St. Louis, MO 63167

FOR: MONSANTO COMPANY

Dated

Name: Drew Reavis
Title: Head of North America Environmental and
Sustainability
Address: Bayer U.S. LLC
Sustainability, Safety, Health & Environment
800 N. Lindbergh Blvd.
St. Louis, MO 63167

Settlement Agreement and Mutual Release

**FOR: ARDAGH GLASS INC. (f/k/a SAINT-
GOBAIN CONTAINERS INC.)**

Dated

Name: Jason Ty Sibbitt
Title: Associate General Counsel
Address: 10194 Crosspoint Blvd. #410
Indianapolis, IN 46256

FOR: BALL CORPORATION

Dated

Name: Hannah Lim-Johnson
Title: Chief Legal Officer
Address: 9200 W. 108th Circle
Westminster, CO 80021

FOR: BAYER CROPSCIENCE INC.

Jan. 6, 2024
Dated

Name: ~~Drew Reavis~~ Molly M. Jones
Title: ~~Head of North America Environmental and Sustainability~~ Sr. Asst. General Counsel
Address: Bayer U.S. LLC
Sustainability, Safety, Health & Environment
800 N. Lindbergh Blvd.
St. Louis, MO 63167

FOR: MONSANTO COMPANY

Jan. 6, 2024
Dated

Name: ~~Drew Reavis~~ Molly M. Jones
Title: ~~Head of North America Environmental and Sustainability~~ Sr. Asst. General Counsel
Address: Bayer U.S. LLC
Sustainability, Safety, Health & Environment
800 N. Lindbergh Blvd.
St. Louis, MO 63167

Settlement Agreement and Mutual Release

FOR: SOLUTIA INC.

Jan. 6, 2024
Dated

Name: Molly M. Jones
Title: Sr. Asst. General Counsel
Address: Bayer U.S. LLC
Sustainability, Safety, Health & Environment
800 N. Lindbergh Blvd.
St. Louis, MO 63167

FOR: BNSF RAILWAY COMPANY

Dated

Name: John Lovenburg
Title: Vice President Environment &
Sustainability
Address: BNSF Railway Company
2500 Lou Menk, AOB-3
Fort Worth, TX 76131

FOR: CENTERPOINT 8801 MARGINAL LLC

By: CENTERPOINT PROPERTIES
TRUST, a Maryland real estate investment
trust, its Member

Dated

Name: Michael Tortorici
Title: Senior Vice President and Treasurer
Address: 1808 Swift Drive
Oak Brook, IL 60523

Dated

Name: Rick Mathews
Title: General Counsel
Address: 1808 Swift Drive
Oak Brook, IL 60523

Settlement Agreement and Mutual Release

FOR: SOLUTIA INC.

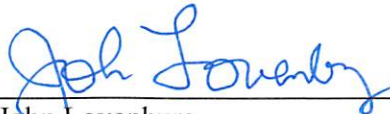
Dated

Name: _____
Title: Head of North America Environmental and
Sustainability
Address: Bayer U.S. LLC
Sustainability, Safety, Health & Environment
800 N. Lindbergh Blvd.
St. Louis, MO 63167

FOR: BNSF RAILWAY COMPANY

1/2/25

Dated



Name: John Lovenburg
Title: Vice President Environment &
Sustainability
Address: BNSF Railway Company
2500 Lou Menk, AOB-3
Fort Worth, TX 76131

FOR: CENTERPOINT 8801 MARGINAL LLC

By: CENTERPOINT PROPERTIES
TRUST, a Maryland real estate investment
trust, its Member

Dated

Name: _____
Title: Senior Vice President and Treasurer
Address: 1808 Swift Drive
Oak Brook, IL 60523

Dated

Name: _____
Title: General Counsel
Address: 1808 Swift Drive
Oak Brook, IL 60523

Settlement Agreement and Mutual Release

FOR: SOLUTIA INC.

Dated Name: Drew Reavis
 Title: Head of North America Environmental and
 Sustainability
Address: Bayer U.S. LLC
 Sustainability, Safety, Health & Environment
 800 N. Lindbergh Blvd.
 St. Louis, MO 63167

FOR: BNSF RAILWAY COMPANY

Dated Name: John Lovenburg
 Title: Vice President Environment &
 Sustainability
Address: BNSF Railway Company
 2500 Lou Menk, AOB-3
 Fort Worth, TX 76131

FOR: CENTERPOINT 8801 MARGINAL LLC

By: CENTERPOINT PROPERTIES
TRUST, a Maryland real estate investment
trust, its Member

1/7/25

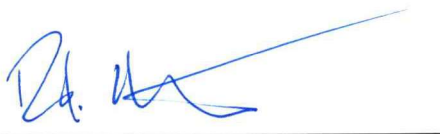
Dated



Name: Michael Tortorici
Title: Senior Vice President and Treasurer
Address: 1808 Swift Drive
Oak Brook, IL 60523

1/7/25

Dated



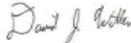
Name: Rick Mathews
Title: General Counsel
Address: 1808 Swift Drive
Oak Brook, IL 60523

Settlement Agreement and Mutual Release

FOR: FORD MOTOR COMPANY

Jan-05-2025

Dated

DocuSigned by:

22B1409E26D7402...
Name: David J. Wrench
Title: Assistant Secretary
Address: One American Road, Dearborn, Michigan
48126

**FOR: General Recycling of Washington, LLC;
David J. Joseph Company; and
Nucor Steel Seattle, Inc.**

Dated

Name: Chris D. Trunck
Title: Secretary
Address: 1915 Rexford Rd, Charlotte, NC 28211

FOR: DAVID J. JOSEPH COMPANY

Dated

Name: Chris D. Trunck
Title: Secretary
Address: 1915 Rexford Rd, Charlotte, NC 28211

FOR: NUCOR STEEL SEATTLE, INC.

Dated

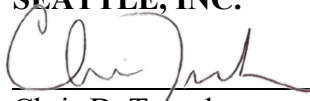
Name: Chris D. Trunck
Title: Secretary
Address: 1915 Rexford Rd, Charlotte, NC 28211

Settlement Agreement and Mutual Release

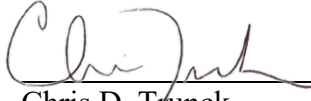
FOR: FORD MOTOR COMPANY

Dated Name: David J. Witten
Title: Assistant Secretary
Address: One American Road, Dearborn, Michigan
48126


**FOR: GENERAL RECYCLING OF
WASHINGTON, LLC; DAVID J. JOSEPH
COMPANY; and NUCOR STEEL
SEATTLE, INC.**

1/7/2025
Dated Name: 
Title: Secretary
Address: 1915 Rexford Rd, Charlotte, NC 28211

FOR: DAVID J. JOSEPH COMPANY

1/7/2025
Dated Name: 
Title: Secretary
Address: 1915 Rexford Rd, Charlotte, NC 28211

FOR: NUCOR STEEL SEATTLE, INC.

1/7/2025
Dated Name: 
Title: Secretary
Address: 1915 Rexford Rd, Charlotte, NC 28211

Settlement Agreement and Mutual Release.

FOR: CHIYODA CORPORATION

1/7/2025
Dated

Name: Koji Otá
Title: Representative Director, President & CEO

Address: 4-6-2, Minatomirai, Nishi-ku,
Yokohama 220-8765, Japan

**FOR: CHIYODA INTERNATIONAL
CORPORATION**

1/7/2025
Dated

Name: Katsuhiko Jogan
Title: President
Address: 2050 West Sam Houston Parkway South,
Suite 850, Houston, TX 77042

**FOR: S & JA HALE FAMILY LIMITED
PARTNERSHIP**

Dated

Name: Kristine Shimmin
Title: Owner
Address: 4312 Muirwood Drive
Pleasanton, CA 94588

FOR: FOX AVENUE BUILDING, LLC

Dated

Name: Robert Code
Title: Member
Address: 6900 Fox Avenue South
Seattle, WA 98108

Settlement Agreement and Mutual Release

FOR: CHIYODA CORPORATION

Dated Name: Masakazu Sakakida
 Title: Representative Director, Chairman of the
 Board, President & CEO
Address: 4-6-2, Minatomirai, Nishi-ku,
 Yokohama 220-8765, Japan

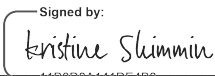
FOR: CHIYODA INTERNATIONAL CORPORATION

Dated Name: Masato Matsubara
 Title: President
Address: 2050 West Sam Houston Parkway South,
 Suite 850, Houston, TX 77042

FOR: S & JA HALE FAMILY LIMITED PARTNERSHIP

1/3/2025

Dated Name: Kristine Shimmin
 Title: Owner
Address: 4312 Muirwood Drive
 Pleasanton, CA 94588

Signed by:


FOR: FOX AVENUE BUILDING, LLC

Dated Name: Robert Code
 Title: Member
Address: 6900 Fox Avenue South
 Seattle, WA 98108

Settlement Agreement and Mutual Release

FOR: CHIYODA CORPORATION

Dated

Name: Masakazu Sakakida
Title: Representative Director, Chairman of the
Board, President & CEO
Address: 4-6-2, Minatomirai, Nishi-ku,
Yokohama 220-8765, Japan

**FOR: CHIYODA INTERNATIONAL
CORPORATION**

Dated

Name: Masato Matsubara
Title: President
Address: 2050 West Sam Houston Parkway South,
Suite 850, Houston, TX 77042

**FOR: S & JA HALE FAMILY LIMITED
PARTNERSHIP**

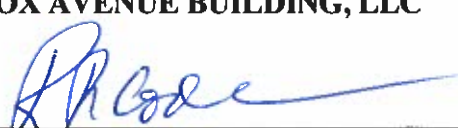
Dated

Name: Kristine Shimmin
Title: Owner
Address: 4312 Muirwood Drive
Pleasanton, CA 94588

FOR: FOX AVENUE BUILDING, LLC

12-23-24

Dated



Name: Robert Code
Title: Member
Address: 6900 Fox Avenue South
Seattle, WA 98108

Settlement Agreement and Mutual Release

Appendices to Final Settlement Agreement and Mutual Release

Appendix A...Settling Funding Party

Appendix B...Settling Cash-Out Parties and Payment Amounts

Appendix C...Appendix C Parties

Appendix D...Appendix C Party Supplemental Settlement Agreements

Appendix E...Parties Not Signing Consent Decree

Appendix F...Funding Party Release

Appendix G...Intentionally omitted

Appendix H...Insurance Waiver

Appendix I...Notice recipients and addresses

Settlement Agreement and Mutual Release

Appendix A

Settling Funding Party

Settlement Agreement and Mutual Release

Appendix A

Settling Funding Party

Continental Holdings, Inc.

Settlement Agreement and Mutual Release

Appendix B

Settling Cash-Out Parties and Payment Amounts

Appendix B: Settling Cash-Out Parties

Name of Settling Cash-Out Party	Total Cash-Out Payment	Portion of Total Cash-Out Payment Attributable to Share of Future Costs Plus Premium	Portion of Total Cash-Out Payment Attributable to Share of Claimed Past Costs Through 2022 (\$74,792,816.15)
Duwamish Shipyard, Inc. (see Note 1)	\$22,120,830.53	\$20,697,972.00	\$1,422,858.53
Pharmacia (fka Monsanto Company)	\$22,138,783.01	\$20,769,251.75	\$1,369,531.26
PACCAR Inc	\$19,010,989.24	\$17,834,947.00	\$1,176,042.24
Seattle Boiler Works, Inc. / Frank H. Hopkins Family L.L.C. / Frederick J. Hopkins Family L.L.C. (see Note 2)	\$3,550,000.00	\$3,062,276.05	\$487,723.95
Manson Construction Co., 5055 Properties, LLC, Manson Construction Holding Company, Manson International Inc. (see Notes 3 and 4)	\$3,861,875.98	\$3,467,119.50	\$394,756.48
"Lynden Parties": Alaska Marine Lines, Inc. / Knik Construction Co., Inc. / 5600 W. Marginal Way, SW, Seattle, LLC / 5615 W. Marginal Way, SW, Seattle, LLC / Lynden Transport, Inc. / LTI, Inc. / Douglas Management Co. / Swan Bay Holdings, Inc. / Bering Marine Corporation / 7100 1st Ave S, Seattle, LLC / Lynden Incorporated / Northland Services, Inc. / Naknek Barge Lines, LLC (a dissolved corporation) / Northland Services, Inc. on behalf of Jore Marine Services, Inc. (a dissolved corporation) / Lynden Services, Inc. / Lynden Marine Leasing, LLC and its subsidiaries: <ul style="list-style-type: none"> Alaska Provider, LLC; Alaska Trader, LLC; Aleutian Trader, LLC; 	\$6,260,423.70	\$5,873,146.50	\$387,277.20

<ul style="list-style-type: none"> • Anchorage Provider, LLC; • Anchorage Trader, LLC; • Arctic Bear, LLC; • Arctic Gull, LLC; • Arctic Provider, LLC; • Baranof Provider, LLC; • Bering Trader LLC; • Chatham Provider, LLC; • Chichagof Provider, LLC; • Cordova Provider, LLC; • Fairbanks Provider, LLC; • Greta, LLC; • Hawaii Trader, LLC; • Ivan, LLC; • Kamakani, LLC; • Kenai Trader, LLC; • Koyukuk, LLC; • Krystal Sea, LLC; • Kuskokwim Trader, LLC; • Marine Boneyard, LLC; • Naknek Trader LLC; • Nunaniq, LLC; • Pacific Trader, LLC; • Polar Cloud, LLC; • Polar Endurance, LLC; • Polar King, LLC; • Polar Trader, LLC; • Polar Viking, LLC; • Polar Wind, LLC; • Rampart, LLC; • Sam M. Taalak, LLC; • Skagway Provider, LLC; • Southeast Provider, LLC; • Spencer Brewer, LLC; • Stickeen, LLC; • Stikine Provider, LLC; • Taku Provider, LLC; • Togiak Trader, LLC; 			
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<ul style="list-style-type: none"> • Tongass Provider, LLC; • Westward Trader, LLC; • Whittier Provider, LLC; and • Yukon Trader, LLC <p>(See also Note 4)</p>			
Crowley Marine Services, Inc./ 8th Avenue Terminals, Inc.	\$5,445,528.84	\$5,108,662.00	\$336,866.84
Holcim (US) Inc. and its wholly-owned subsidiary, Surplus Items Inc.	\$5,255,709.12	\$4,930,584.75	\$325,124.37
Seattle Iron & Metals Corporation/ The Shalmar Group, LLC / Shalmar 08, LLC / Simco Properties, LLC	\$5,255,709.12	\$4,930,584.75	\$325,124.37
Earle M. Jorgensen Company	\$4,205,050.91	\$3,944,921.50	\$260,129.41
Linde Inc. (f/k/a Praxair, Inc.)	\$3,952,360.97	\$3,707,863.25	\$244,497.72
Glacier Northwest, Inc. / Northwest Aggregates Co.	\$3,468,743.84	\$3,254,163.25	\$214,580.59
Lafarge North America Inc. n/k/a Holcim Canada Holdings LLC and Lafarge PNW Inc.	\$3,217,262.93	\$3,018,239.25	\$199,023.68
International Paper Company	\$3,153,183.66	\$2,958,124.00	\$195,059.66
Washington State Dept. of Transportation (WSDOT)	\$2,864,222.43	\$2,687,038.25	\$177,184.18
Silver Bay Logging Inc.(see Note 2)	\$2,743,318.15	\$2,573,613.25	\$169,704.90
Boyer Towing, Inc. / Boyer Logistics, Inc. / Boyer Halvorsen / Kirsten Halvorsen Stahl / Maia Halvorsen	\$2,691,329.31	\$2,524,840.50	\$166,488.81
SeaTac Marine Properties, LLC / SeaTac Marine Services, LLC	\$2,422,921.80	\$2,273,037.00	\$149,884.80
Puget Sound Energy, Inc.	\$2,207,712.18	\$2,071,140.50	\$136,571.68
Wells Fargo Bank, N.A.	\$2,102,525.46	\$1,972,460.75	\$130,064.71
ConGlobal Industries LLC	\$1,955,022.23	\$1,834,082.25	\$120,939.98

Name of Settling Cash-Out Party	Total Cash-Out Payment	Portion of Total Cash-Out Payment Attributable to Share of Future Costs Plus Premium	Portion of Total Cash-Out Payment Attributable to Share of Claimed Past Costs Through 2022 (\$74,792,816.15)
WestRock Longview, LLC (f/k/a Longview Fibre Paper and Packaging, Inc.) and WestRock Services, LLC	\$1,681,778.56	\$1,577,741.75	\$104,036.81
South Park Marina Limited Partnership (see Note 2)	\$1,576,591.83	\$1,479,062.00	\$97,529.83
Ash Grove Cement Company	\$1,261,031.66	\$1,183,022.75	\$78,008.91
Northwest Container Services, Inc.	\$1,155,844.93	\$1,084,343.00	\$71,501.93
Harald Hurlen/ Hurlen Construction Co. / Hurlen Logistics, LLC / Six Twenty South Logistics, LLC / Six Fourteen South Logistics, LLC (see Note 4)	\$1,077,257.15	\$1,010,616.75	\$66,640.40
PSFL Leasing, Inc. (formerly known as Puget Sound Truck Lines, Inc.), a dissolved corporation	\$1,050,658.21	\$985,663.25	\$64,994.96
Weyerhaeuser Company and its wholly-owned subsidiary, Weyerhaeuser NR Company (see Note 4)	\$1,050,658.21	\$985,663.25	\$64,994.96
Delta Marine Industries, Inc.	\$568,250.12	\$533,097.50	\$35,152.62
Ardagh Glass Inc. F.K.A. Saint-Gobain Containers Inc.	\$525,933.63	\$493,398.75	\$32,534.88
Ball Corporation	\$525,933.63	\$493,398.75	\$32,534.88
Bayer CropScience Inc.	\$525,933.63	\$493,398.75	\$32,534.88
BNSF Railway Company	\$525,933.63	\$493,398.75	\$32,534.88
Centerpoint 8801 Marginal LLC	\$420,746.90	\$394,719.00	\$26,027.90
Ford Motor Company	\$420,746.90	\$394,719.00	\$26,027.90

Name of Settling Cash-Out Party	Total Cash-Out Payment	Portion of Total Cash-Out Payment Attributable to Share of Future Costs Plus Premium	Portion of Total Cash-Out Payment Attributable to Share of Claimed Past Costs Through 2022 (\$74,792,816.15)
General Recycling of Washington, LLC / David J. Joseph Company / Nucor Steel Seattle, Inc.	\$420,746.90	\$394,719.00	\$26,027.90
Chiyoda International Corporation / Chiyoda Corporation	\$210,373.45	\$197,359.50	\$13,013.95
S&JA Hale Family Limited Partnership	\$131,785.67	\$123,633.25	\$8,152.42
Fox Avenue Building, LLC	\$105,186.73	\$98,679.75	\$6,506.98
Totals of Cash Out Parties' Shares	Cash-Out Payments \$141,118,895.15	Future Costs + Premium \$131,910,702.80	Past Cost Payments \$9,208,192.35

Note 1: Duwamish Shipyard, Inc.'s total settlement payment was calculated as follows:

\$23,000,830.53 minus \$880,000 (representing the Home Insurance Liquidator's payments to EPA, which is being disbursed by EPA to the LDWG settling parties) = \$22,120,830.53. The \$880,000 represents the sum of payments that have been made to EPA by the Home Insurance Liquidator on Duwamish Shipyard, Inc.'s behalf, which EPA has agreed to make available to the Settling LDWG Parties for use in the remediation. Therefore, Duwamish Shipyard, Inc.'s share of the Cash-Out Settlement Payment has been reduced by the amounts already paid to EPA. If, after execution of this Agreement, any future payments are made to EPA by the Home Insurance Liquidator on Duwamish Shipyard, Inc.'s behalf and such payments are thereafter made available to the Settling LDWG Parties to pay for the remediation, the Settling LDWG Parties shall reimburse Duwamish Shipyard, Inc. for any payments made under its Home Insurance policies.

Note 2: The following parties are also listed on Appendix C: (a) Seattle Boiler Works, Inc., Frank H. Hopkins Family, LLC, and Frederick J. Hopkins Family, LLC; (b) Silver Bay Logging Inc.; and (c) South Park Marina Limited Partnership. Appendix C Parties are considered Settling Cash-Out Parties when they execute their respective supplements to this settlement agreement with the Settling LDWG Parties which are included in Appendix D. Silver Bay Logging's allocated share will be paid as follows, pursuant to its supplemental agreement with the Settling LDWG Parties: Silver Bay Logging will pay \$1,700,000, which includes \$169,704.90 in past costs and \$1,530,295.10 in future costs, and the City of Seattle will pay the remainder of Silver Bay Logging's future costs of \$1,043,318.15 in exchange for transfer of Silver Bay's property. Seattle Boiler Works Inc., Frank H. Hopkins Family L.L.C. and Frederick J. Hopkins Family L.L.C. negotiated settlement and payment terms with the Settling LDWG Parties based on an inability to pay its full MOA allocated share.

Note 3: Manson Construction's total settlement payment was calculated as follows: \$6,381,327.98 minus \$2,519,452 (representing the Home Insurance Liquidator's payments to EPA, which is being disbursed by EPA to the LDWG settling parties) = \$3,861,875.98. The \$2,519,452 represents the sum of payments that have been made to EPA by the Home Insurance Liquidator on Manson Construction's behalf, which EPA has agreed to make available to the Settling LDWG Parties for use in the remediation. Therefore, Manson Construction's share of the Cash-Out Settlement Payment has been reduced by the amounts already paid to EPA. If, after execution of this Agreement, any future payments are made to EPA by the Home Insurance Liquidator on Manson Construction's behalf and such payments are thereafter made available to the Settling LDWG Parties to pay for the remediation, the Settling LDWG Parties shall reimburse Manson Construction for any payments made under its Home Insurance policies.

Note 4: The following parties are listed on Appendix E: (a) Manson Construction Holding Company; (b) Lynden Services, Inc.; (c) Weyerhaeuser NR Company; and (d) Six Fourteen South Logistics LLC.

Settlement Agreement and Mutual Release

Appendix C

Appendix C Parties

Settlement Agreement and Mutual Release

Appendix C

Appendix C Parties

Seattle Boiler Works, Inc., Frank H. Hopkins Family, LLC, and Frederick J. Hopkins Family, LLC

Silver Bay Logging Inc.

South Park Marina Limited Partnership

Settlement Agreement and Mutual Release

Appendix D

Appendix C Party Supplemental Settlement Agreements

Settlement Agreement and Mutual Release

SUPPLEMENTAL SETTLEMENT AGREEMENT BETWEEN SEATTLE BOILER WORKS INC. AND THE BOEING COMPANY, THE CITY OF SEATTLE, AND KING COUNTY

This *Supplemental Settlement Agreement* (“*Supplemental Agreement*”) is entered into by and between Seattle Boiler Works Inc. (“SBW”), Frank H. Hopkins Family L.L.C. and Frederick J. Hopkins Family L.L.C. (collectively “SBW Settling Parties”), on the one hand, and The Boeing Company, the City of Seattle, and King County (“LDWG Parties”), on the other hand.¹

The purpose of this *Supplemental Agreement* is to set forth the terms upon which the SBW Settling Parties will satisfy their payment obligation arising under the separate *Settlement Agreement and Mutual Release Between Settling Cash-Out Parties, The Boeing Company, The City of Seattle, and King County*, (“*Settlement Agreement*”), to which this *Supplemental Agreement* is attached as Appendix D.

For good and valuable consideration, the SBW Settling Parties and LDWG Parties agree as follows:

1. Except as otherwise stated, all definitions of the *Settlement Agreement* are incorporated by this reference as though fully set forth herein;
2. As set forth in Appendix B of the *Settlement Agreement*, the SBW Settling Parties shall pay \$3,550,000.00 to the LDWG Parties and may pay up to an additional \$425,000.00 subject to the terms described below (“Cash-Out Settlement Payment”). The SBW Settling Parties and the LDWG Parties have agreed to the following payment terms that vary from the *Settlement Agreement*:

¹ “SBW Settling Parties” and “LDWG Parties” include their respective parent companies, subsidiaries, agents, heirs, principals, officers, directors, members, governors, employees, and vessels.

Settlement Agreement and Mutual Release

- a. The SBW Settling Parties shall make an initial payment of \$3,550,000.00 (“Initial Payment”) within thirty (30) days of the Effective Date as that date is defined in the Settlement Agreement (“Initial Payment Due Date”).
- b. The Initial Payment shall be paid and allocated as follows: (i) the SBW Settling Parties shall pay \$487,723.95 as their Past Cost Payment to the LDWG Parties as the LDWG Parties reasonably direct; and (ii) the SBW Settling Parties shall pay \$3,062,276.05 as their initial Future Cost Payment by depositing such amount into a trust fund managed by an independent party retained by the LDWG Parties, which payment shall be used for the sole purpose of paying for recoverable Response Costs incurred after January 1, 2023, associated with the Site and/or funding implementation of the Work required by the Consent Decree.
- c. Any portion of the Initial Payment that is made by the SBW Settling Parties more than thirty (30) days after the Effective Date shall accrue interest at the rate of 12% per year until paid.
- d. After the Initial Payment, the remaining portion of the SBW Settling Parties’ Cash-Out Settlement Payment shall be made solely from the SBW Settling Parties’ remaining insurance limits, if any, in an amount not to exceed \$425,000.00 (“Remainder Limits”). The SBW Settling Parties shall be permitted to use all or any portion of the Remainder Limits to resolve the Residual Liabilities, as defined below, in their sole and absolute discretion. The SBW Settling Parties shall pay the remaining balance, if any, of the Remainder Limits when and if the SBW Settling Parties’ potential liability, if

Settlement Agreement and Mutual Release

any, is fully and finally resolved for claims asserted by: (i) the Port of Seattle for response costs at the Site; (ii) the Lower Duwamish Natural Resource Trustees for natural resource damages and assessment costs at the Site; and (iii) any third-party PFAS (as that term is defined in Section 5.b. below) claims associated with the Site, and excluded from LDWG's defense and indemnity obligation to the SBW Settling Parties, or (iv) third-party claims for upland contamination, which third-party claims are pending in either state or federal court prior to final resolution of the claims referenced in subsections i and ii above (collectively the "Residual Liabilities"). The dollar amount, if any, of the Remainder Limits remaining after the SBW Settling Parties resolve their Residual Liabilities shall constitute the "Final Payment."

- e. Once per year, beginning on the first-year anniversary of the Effective Date, the LDWG Parties may request a status report from the SBW Settling Parties concerning the Residual Liabilities (e.g., whether any such claims have been threatened or filed, and whether any such claims have been resolved) (the "Annual Status Report"). SBW shall respond to such request for Annual Status Report within sixty (60) days of receipt. The obligation to provide an Annual Status Report shall cease upon the earlier of the date: (i) the Final Payment is made or (ii) SBW provides notice to the LDWG parties that the Residual Limits have been exhausted.
- f. The Final Payment shall be paid to the LDWG Parties as follows: within 60 days of the effective date of a settlement agreement with the third-party claimant or judicially required payment (e.g. judgment or consent order) that

Settlement Agreement and Mutual Release

fully and finally resolves the last remaining of the Residual Liabilities ("Final Payment Deadline"), the SBW Settling Parties shall deposit the Final Payment into a trust fund managed by an independent party retained by the LDWG Parties, which payment shall be used for the sole purpose of paying for recoverable Response Costs incurred by the LDWG Parties after the date of deposit, associated with the Site and/or funding implementation of the Work required by the Consent Decree.

3. Notwithstanding any provision to the contrary in the *Settlement Agreement*, the release extended by the LDWG Parties to the Cash-Out Parties shall not apply to the SBW Settling Parties until the SBW Settling Parties' payment in full to the LDWG Parties of the Initial Payment (and any applicable interest). The Settling SBW Parties' release of the LDWG Parties shall take effect and be binding on the Initial Payment Due Date.
4. If the SBW Parties do not make their Initial Payment to the LDWG Parties, as specified in Section 2.a of this *Supplemental Agreement*, or if the SBW Parties do not make their Final Payment, if any, to the LDWG Parties as specified in Section 2.d and f of this *Supplemental Agreement*, then, notwithstanding any provision of the Consent Decree, (a) the LDWG Parties' release and indemnity, as set forth in Sections 5 and 6 of the *Settlement Agreement*, will be of no force and effect, and (b) the LDWG Parties, collectively and individually, will have the right and be able to pursue any and all relief against the SBW Settling Parties, including but not limited to, for breach of this *Supplemental Agreement* or the *Settlement Agreement*, and any and all Response Costs directly or indirectly related to cleanup of the Lower Duwamish Waterway Site, as

Settlement Agreement and Mutual Release

those terms are defined in the *Settlement Agreement* at paragraphs 1.6 and 1.10, respectively.

5. SBW represents and warrants to, and for the benefit of, the LDWG Parties and each of them that:
 - a. SBW has not used or disposed aqueous film forming foam (“AFFF”) or AFFF-containing products; mist/fume suppressants; or electroplating fluids at the SBW facilities located at 500 S. Myrtle Street and 5237 E. Marginal Way in Seattle, Washington (the “SBW Facilities”); and
 - b. To SBW’s knowledge, as defined below, it has not used or disposed at the SBW Facilities other products or materials that contained per- or poly- fluoroalkyl substances (“PFAS”).

For purposes of this representation and warranty, “SBW’s Knowledge” shall mean, as of the date SBW executes the *Settlement Agreement*, the information and documents disclosed by SBW in its allocation questionnaire responses and the best recollection and actual knowledge of Craig Hopkins (given Mr. Hopkins’ employment at SBW since 1976 through present and his current role as President) regarding SBW’s PFAS use or disposal prior to the Effective Date of the *Settling Agreement*, each without obligation of investigation or inquiry.

6. In the event of a judicial determination that SBW has breached the representation and warranty in Paragraph 5 above:
 - a. The LDWG Parties’ release of the SBW Settling Parties in Section 5.1 of the *Settlement Agreement* shall not apply to claims for response actions for SBW’s use or disposal of PFAS at the SBW Facilities; and

Settlement Agreement and Mutual Release

- b. The defense and indemnity of the SBW Settling Parties in Section 6 of the *Settlement Agreement*, including all of its sub-paragraphs, shall be null and void and of no effect with respect to the SBW Settling Parties for any claim that relates to the SBW Settling Parties' use or disposal of PFAS at the SBW Facilities.
7. This Supplemental Agreement is made as a negotiated compromise and settlement of disputed claims. This Agreement shall not constitute, nor shall it be construed as or deemed to be evidence of, any admission of liability or wrongdoing or the truth of any allegations or correctness of any claims asserted by any of the Settling Parties. Nor shall this Agreement be deemed to be evidence of the existence, nature or amount of damages alleged by any Settling Party, as all payments made hereunder are in compromise only, and to avoid litigation.
8. The SBW Settling Parties and each of the LDWG Parties acknowledge that they have been represented by legal counsel, and that each of them has reviewed, and has had the benefit of legal counsel's advice concerning, all of the terms and conditions of this *Supplemental Agreement*.
9. The SBW Settling Parties and each of the LDWG Parties acknowledge that this *Supplemental Agreement* is the product of informed, arms-length negotiations among them, and if any part of this *Supplemental Agreement* is deemed ambiguous or in conflict, it shall be construed as if it were drafted jointly by all of them.
10. The SBW Settling Parties and each of the LDWG Parties represent and warrant that each person who has signed this *Supplemental Agreement* in a representative capacity

Settlement Agreement and Mutual Release

on that party's behalf is duly authorized to enter into this *Supplemental Agreement* and to bind the party on whose behalf he or she is signing.

11. This *Supplemental Agreement* shall be binding on successors and assigns of the parties and shall inure to the benefit of each of the parties' parent companies, subsidiaries, agents, heirs, successors, assigns, principals, officers, directors, members, governors, employees, and vessels.
12. This *Supplemental Agreement* shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules.
13. This *Supplemental Agreement* and the *Settlement Agreement* contain all of the terms and conditions agreed upon by the SBW Settling Parties and the LDWG Parties and supersede any and all prior and contemporaneous agreements, negotiations, correspondence, understandings, and communications between or among them, whether oral or written, regarding the subject matter of this *Supplemental Agreement*. This *Supplemental Agreement* may be amended or modified only by a writing signed by the SBW Settling Parties and the LDWG Parties. It shall not be modified by any oral statement, communication, agreement, course of conduct, or by anything else other than a writing signed by the SBW Settling Parties and the LDWG Parties. *However*, nothing in this Agreement shall supersede, cancel, modify or otherwise amend: (1) the Consent Decree; or (2) the LDW Alternative Dispute Resolution Memorandum of Agreement.
14. This *Supplemental Agreement* may be executed in counterparts and by facsimile or portable document format (.pdf) signature, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

Settlement Agreement and Mutual Release

15. Nothing in this *Supplemental Agreement* is a waiver of the Mediation Privilege, or any other privilege, or the Attorney Work Product Doctrine for documents and communications that were part of the Allocation, the subsequent mediations, or the settlement negotiations among the parties.

16. In the event of a conflict between this *Supplemental Agreement* and the *Settlement Agreement*, the terms of this *Supplemental Agreement* shall control.

IN WITNESS WHEREOF, the SBW Settling Parties and the LDWG Parties have executed this *Supplemental Agreement* as of the day and year indicated below.

DATED: 1/7/25, 2024

SEATTLE BOILER WORKS INC.

By: 

Printed Name: CRAIG HOPKINS

Its: PRESIDENT

DATED: 1/7/25, 2024

FRANK H. HOPKINS FAMILY L.L.C.

By: 

Printed Name: CRAIG HOPKINS

Its: MANAGER

DATED: 1-7, 2025

FREDERICK J. HOPKINS FAMILY L.L.C.

By: 

Printed Name: JAMIESON HOPKINS

Its: _____

Settlement Agreement and Mutual Release

DATED: January 9, 2025

THE BOEING COMPANY

By: M. Weinberg

Printed Name: Meredith Weinberg

Its: Counsel (Perkins Coie LLP)

DATED: _____, 2024

CITY OF SEATTLE

By: _____

Printed Name: _____

Its: _____

DATED: _____, 2024

KING COUNTY

By: _____

Printed Name: _____

Its: _____

Settlement Agreement and Mutual Release

SUPPLEMENTAL SETTLEMENT AGREEMENT AND MUTUAL RELEASE BETWEEN SILVER BAY LOGGING, INC., THE BOEING COMPANY, THE CITY OF SEATTLE, AND KING COUNTY

This Supplemental Settlement Agreement (“Supplemental Agreement”) is entered into by and between Silver Bay Logging, Inc. (“SBL”) and The Boeing Company, the City of Seattle, and King County (the “LDWG Parties”).

The purpose of this Supplemental Agreement is to set forth the terms upon which SBL will satisfy its payment obligation arising under the separate Settlement Agreement and Mutual Release Between Settling Cash-Out Parties, The Boeing Company, The City of Seattle, and King County, (“Settlement Agreement”), to which this Supplemental Agreement is attached as Appendix D.

For good and valuable consideration, the parties hereto agree as follows:

1. All terms, conditions, definitions, appendices, and other provisions of the Settlement Agreement are incorporated by this reference as though fully set forth herein except as expressly modified or stated otherwise herein.

2. As set forth in Appendix B of the Settlement Agreement, SBL shall pay \$2,743,318.15 to the LDWG Parties. SBL and the LDWG Parties have agreed to the following payment terms that vary from the Settlement Agreement:

- a. SBL shall pay \$1,700,000 within thirty (30) days of the Effective Date as that date is defined in the Settlement Agreement, and on the terms set forth in paragraph 2.3 of the Settlement Agreement (“Initial Payment”). That Initial Payment shall be paid and allocated as follows: (i) SBL shall pay \$169,704.90 as its Past Cost Payment to the LDWG Parties as the LDWG Parties reasonably direct; and (ii) SBL shall pay \$1,530,295.10 as part of its Future Cost Payment

Settlement Agreement and Mutual Release

by depositing such amount into a trust fund managed by an independent party retained by the LDWG Parties.

- b. The remaining balance of \$1,043,318.15 shall be paid by the City of Seattle on behalf of SBL pursuant to the terms of the Purchase and Sale Agreement for Sale of Real Property dated February 28, 2024 between SBL and the City of Seattle (the “Final Payment”) as part of SBL’s Future Cost Payment by depositing such amount into a trust fund managed by an independent party retained by the LDWG Parties within thirty (30) days of the Effective Date. Any portion of the Final Payment by the City on behalf of SBL that is made by the City more than thirty (30) days after the Effective Date shall accrue interest at the rate of 12% per year until paid.
- c. Notwithstanding any provision to the contrary in the Settlement Agreement, the release extended by the LDWG Parties to the Cash-Out Parties shall not apply to SBL until SBL has satisfied its Initial Payment obligation as specified in Section 2(a) of this Supplemental Agreement, and the City has satisfied the Final Payment obligation on behalf of SBL as specified in Section 2(b) of this Supplemental Agreement. SBL’s release of the Settling LDWG Parties shall take effect and be binding as outlined in Section 5.2.1 of the Settlement Agreement.
- d. Notwithstanding any provision to the contrary in the Settlement Agreement, the indemnity obligations owed by the LDWG Parties under the Settlement Agreement shall not apply to SBL until SBL has satisfied its Initial Payment obligation as specified in Section 2(a) of this Supplemental Agreement, and the

Settlement Agreement and Mutual Release

City has satisfied the Final Payment obligation on behalf of SBL as specified in Section 2(b) of this Supplemental Agreement.

- e. If SBL does not pay the LDWG Parties the Initial Payment as specified in Section 2(a) of this Supplemental Agreement, then, notwithstanding any provision of the Consent Decree, (i) the LDWG Parties' release and indemnity, as set forth in Sections 5 and 6 of the Settlement Agreement, will be of no force and effect, and (ii) the LDWG Parties, collectively and individually, will have the right and be able to pursue any and all relief against SBL, including but not limited to, for breach of this Supplemental Agreement or the Settlement Agreement, and any and all Response Costs directly or indirectly related to cleanup of the Lower Duwamish Waterway Site, as those terms are defined in the Settlement Agreement at paragraphs 1.6 and 1.10, respectively.

3. This Supplemental Agreement may be executed in counterparts and by facsimile or portable document format (.pdf) signature, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

4. In the event of a conflict between this Supplemental Agreement and the Settlement Agreement the terms of this Supplemental Agreement shall control.

5. SBL and each of the LDWG Parties acknowledge that it has been represented by legal counsel, and that each of them has reviewed, and has had the benefit of legal counsel's advice concerning, all of the terms and conditions of this Supplemental Agreement.

6. SBL and each of the LDWG Parties acknowledge that this Supplemental Agreement is the product of informed, arms-length negotiations among them, and if any part

Settlement Agreement and Mutual Release

of this Supplemental Agreement is deemed ambiguous or in conflict, it shall be construed as if it were drafted jointly by all of them.

7. SBL and each of the LDWG Parties represent and warrant that each person who has signed this Supplemental Agreement in a representative capacity on that party's behalf is duly authorized to enter into this Supplemental Agreement and to bind the party on whose behalf he or she is signing.

8. This Supplemental Agreement shall be binding on successors and assigns of the parties and shall inure to the benefit of each of the parties' parent companies, subsidiaries, agents, heirs, successors, assigns, principals, officers, directors, members, governors, employees, and vessels.

9. This Supplemental Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules.

10. This Supplemental Agreement and the Settlement Agreement, including appendices, contain all of the terms and conditions agreed upon by SBL and the LDWG Parties relating to its subject matter and supersedes any and all prior and contemporaneous agreements, negotiations, correspondence, understandings, and communications between or among them, whether oral or written, respecting the subject matter of this Supplemental Agreement. This Supplemental Agreement may be amended or modified only by a writing signed by SBL and LDWG Parties. It shall not be modified by any oral statement, communication, agreement, course of conduct, or by anything else other than a writing signed by the Settling Parties. However, nothing in this Supplemental Agreement shall supersede, cancel, modify or otherwise amend: (1) the Consent Decree; or (2) the LDW Alternative Dispute Resolution Memorandum of Agreement.

Settlement Agreement and Mutual Release

11. Nothing in this Supplemental Agreement is a waiver of the Mediation Privilege, or any other privilege, or the Attorney Work Product Doctrine for documents and communications that were part of the Allocation, the subsequent mediations, or the settlement negotiations among the parties.


Dated this 27 day of December, 2024.

Silver Bay Logging, Inc. <u>Betty Buhler</u> By: Betty Buhler Its: Secretary	The Boeing Company _____ By: Its:
	City of Seattle _____ By: Andrew Lee Its: General Manager, Seattle Public Utilities
	King County _____ By: Its:

Settlement Agreement and Mutual Release

11. Nothing in this Supplemental Agreement is a waiver of the Mediation Privilege, or any other privilege, or the Attorney Work Product Doctrine for documents and communications that were part of the Allocation, the subsequent mediations, or the settlement negotiations among the parties.

Dated this ____ day of _____, 2024.

Silver Bay Logging, Inc. _____ By: Betty Buhler Its: Secretary	The Boeing Company  _____ By: Meredith Weinberg Its: Counsel (Perkins Coie LLP)
	City of Seattle _____ By: Andrew Lee Its: General Manager, Seattle Public Utilities
	King County _____ By: Its:

Settlement Agreement and Mutual Release

SUPPLEMENTAL SETTLEMENT AGREEMENT BETWEEN SOUTH PARK MARINA, L.P. AND THE BOEING COMPANY, THE CITY OF SEATTLE, AND KING COUNTY

This *Supplemental Settlement Agreement* (“*Supplemental Agreement*”) is entered into by and between South Park Marina Limited Partnership (“the Marina”), on the one hand, and The Boeing Company, the City of Seattle, and King County (“LDWG Parties”), on the other hand.

The purpose of this *Supplemental Agreement* is to set forth the terms upon which the Marina will satisfy its payment obligation arising under the separate *Settlement Agreement and Mutual Release Between Settling Cash-Out Parties, The Boeing Company, The City of Seattle, and King County*, (“*Settlement Agreement*”), to which this *Supplemental Agreement* is attached as Appendix D.

For good and valuable consideration, the Marina and LDWG Parties agree as follows:

1. Except as otherwise stated, all definitions of the Settlement Agreement are incorporated by this reference as though fully set forth herein;
2. As set forth in Appendix B of the *Settlement Agreement*, the Marina shall pay \$1,576,591.83 to the LDWG Parties. The Marina and LDWG Parties have agreed to the following payment terms that vary from the *Settlement Agreement*:
3. The Marina shall pay \$500,000.00 within thirty (30) days of the Effective Date as that date is defined in the Settlement Agreement, and on the terms set forth in paragraph 2.3 of the *Settlement Agreement*. This amount shall be paid and allocated as follows: (i) the Marina shall pay \$97,529.83 as its Past Cost Payment to the LDWG Parties as the LDWG Parties reasonably direct; and (ii) the Marina shall pay \$402,470.17 as its initial

Settlement Agreement and Mutual Release

Future Cost Payment by depositing such amount into a trust fund managed by an independent party retained by the LDWG Parties, which payment shall be used for the sole purpose of paying for recoverable Response Costs incurred after January 1, 2023, associated with the Site and/or funding implementation of the Work required by the Consent Decree.

4. The Marina shall pay the remaining balance of \$1,076,591.83 to the LDWG Parties on or before May 1, 2025 from the proceeds payable to the Marina under a certain secured promissory note (“the Mazzarella Note”), a copy of which is attached hereto. The Marina shall deposit such amount into a trust fund managed by an independent party retained by the LDWG Parties, which payment shall be used for the sole purpose of paying for recoverable Response Costs incurred after January 1, 2023, associated with the Site and/or funding implementation of the Work required by the Consent Decree. The Marina shall execute all documents reasonably requested by the LDWG Parties to perfect and maintain a security interest in the Mazzarella Note in the amount of \$1,076,591.83, including but not limited to:
 - a. Promissory Note.
 - b. Security and Pledge Agreement.
 - c. Allonge for Seller Note.
 - d. Assignment of Deed of Trust.
 - e. UCC-Financing Statement.

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5. Beginning 31 days after the Effective Date, the Marina shall pay interest to the LDWG Parties on the \$1,076,591.83 at the Secured Overnight Financing Rate applicable on the Effective Date.
6. Notwithstanding any provision to the contrary in the *Settlement Agreement*, the release extended by the LDWG Parties to the Cash-Out Parties shall not apply to the Marina until the Marina has satisfied all payment obligations owed under the *Settlement Agreement* and this *Supplemental Agreement*.
7. In addition to the “Released Claims” in the *Settlement Agreement*, and provided that the Marina has satisfied all payment obligations owed under the *Settlement Agreement* and this *Supplemental Agreement*, the LDWG Parties also shall release the Marina for any and all claims relating to any dispute between or among the LDWG Parties concerning how to distribute among them the amounts that the Marina pays under the *Settlement Agreement* and this *Supplemental Agreement*.
8. Notwithstanding any provision to the contrary in the *Settlement Agreement*, the indemnity obligations owed by the LDWG Parties under the *Settlement Agreement* shall not apply to the Marina until the Marina has satisfied all payment obligations owed under the *Settlement Agreement* and this *Supplemental Agreement*.
9. If the Marina does not pay the LDWG Parties \$500,000, as specified in Section 3 of this *Supplemental Agreement*, or if the Marina does not make full payment of \$1,576,591.83 plus interest to the LDWG Parties by May 1, 2025, as specified in Sections 4-5 of this *Supplemental Agreement*, then, notwithstanding any provision of the Consent Decree, (a) the LDWG Parties’ release and indemnity, as set forth in

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- Sections 5 and 6 of *the Settlement Agreement*, will be of no force and effect, and (b) the LDWG Parties, collectively and individually, will have the right and be able to pursue any and all relief against the Marina, including but not limited to, for breach of this *Supplemental Agreement* or the *Settlement Agreement*, and any and all Response Costs directly or indirectly related to cleanup of the Lower Duwamish Waterway Site, as those terms are defined in the *Settlement Agreement* at paragraphs 1.6 and 1.10, respectively.
10. The Marina and each of the LDWG Parties acknowledges that it has been represented by legal counsel, and that each of them has reviewed, and has had the benefit of legal counsel's advice concerning, all of the terms and conditions of this *Supplemental Agreement*.
11. The Marina and each of the LDWG Parties acknowledges that this *Supplemental Agreement* is the product of informed, arms-length negotiations among them, and if any part of this *Supplemental Agreement* is deemed ambiguous or in conflict, it shall be construed as if it were drafted jointly by all of them.
12. The Marina and each of the LDWG Parties represents and warrants that each person who has signed this *Supplemental Agreement* in a representative capacity on that party's behalf is duly authorized to enter into this *Supplemental Agreement* and to bind the party on whose behalf he or she is signing.
13. This *Supplemental Agreement* shall be binding on successors and assigns of the parties and shall inure to the benefit of each of the parties' parent companies, subsidiaries,

Settlement Agreement and Mutual Release

agents, heirs, successors, assigns, principals, officers, directors, members, governors, employees, and vessels.

14. This *Supplemental Agreement* shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules.
15. This *Supplemental Agreement* and all Appendices hereto and the *Settlement Agreement* contain all of the terms and conditions agreed upon by the Marina and LDWG Parties relating to its subject matter and supersedes any and all prior and contemporaneous agreements, negotiations, correspondence, understandings, and communications between or among them, whether oral or written, respecting the subject matter of this *Supplemental Agreement*. This *Supplemental Agreement* may be amended or modified only by a writing signed by the Marina and LDWG Parties. It shall not be modified by any oral statement, communication, agreement, course of conduct, or by anything else other than a writing signed by the Settling Parties. *However*, nothing in this Agreement shall supersede, cancel, modify or otherwise amend: (1) the Consent Decree; or (2) the LDW Alternative Dispute Resolution Memorandum of Agreement.
16. This *Supplemental Agreement* may be executed in counterparts and by facsimile or portable document format (.pdf) signature, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.
17. Nothing in this *Supplemental Agreement* is a waiver of the Mediation Privilege, or any other privilege, or the Attorney Work Product Doctrine for documents and

Settlement Agreement and Mutual Release

communications that were part of the Allocation, the subsequent mediations, or the settlement negotiations among the parties.

18. In the event of a conflict between this *Supplemental Agreement* and the *Settlement Agreement*, the terms of this *Supplemental Agreement* shall control.

IN WITNESS WHEREOF, the Marina and LDWG Parties have executed this *Supplemental Agreement* as of the day and year indicated below.

DATED: 12/31, 2024

SOUTH PARK MARINA Limited Partnership

By: Guy M. Crow

Printed Name: Guy M. Crow

Its: Managing General Partner of
South Park Marina L.P.

DATED: 12/31, 2024

THE BOEING COMPANY

By: _____

Printed Name: _____

Its: _____

DATED: _____, 2024

CITY OF SEATTLE

By: _____

Printed Name: _____

Its: _____

Settlement Agreement and Mutual Release

communications that were part of the Allocation, the subsequent mediations, or the settlement negotiations among the parties.

18. In the event of a conflict between this *Supplemental Agreement* and the *Settlement Agreement*, the terms of this *Supplemental Agreement* shall control.

IN WITNESS WHEREOF, the Marina and LDWG Parties have executed this *Supplemental Agreement* as of the day and year indicated below.

DATED: _____, 2024

SOUTH PARK MARINA Limited Partnership

By: _____

Printed Name: _____

Its: _____

DATED: January 9, 2025

THE BOEING COMPANY

By:  _____

Printed Name: Meredith Weinberg _____

Its: Counsel (Perkins Coie LLP) _____

DATED: _____, 2024

CITY OF SEATTLE

By: _____

Printed Name: _____

Its: _____

Settlement Agreement and Mutual Release

DATED: _____, 2024

KING COUNTY

By: _____

Printed Name: _____

Its: _____

Settlement Agreement and Mutual Release

Appendix E

Parties Not Signing Consent Decree

Lynden Services, Inc.

Manson Construction Holding Company

Monsanto Company

Six Fourteen South Logistics LLC.

Solutia Inc.

Weyerhaeuser NR Company

Settlement Agreement and Mutual Release

Appendix E, Lynden Services, Inc.

This Addendum is a part of that Settlement Agreement and Mutual Release between Settling Cash-Out Parties, The Boeing Company, the City of Seattle, and King County ("Settlement Agreement"). In consideration of the mutual promises set forth in the Settlement Agreement and in this Addendum, the below signatories additionally agree as follows:

1. Lynden Services, Inc. is a signatory to the Settlement Agreement but is not signing or is not a signatory to the Consent Decree in United States and State of Washington v. The Boeing Company, the City of Seattle, King County, et al., No. _____ (W.D. Wash 2024) ("Consent Decree").
2. Lynden Services, Inc. represents and warrants to, and for the benefit of, The Boeing Company, the City of Seattle, and King County, and each of them, that Lynden Services, Inc. is not a covered person with respect to the Site under the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601, et seq. or the Model Toxics Control Act, RCW 70A.105D, et seq., except insofar as any liability may be attributed to Lynden Services, Inc. because of the actions of another Lynden entity who is a signatory to the Consent Decree, the actions of whom it or its related entities disclosed in the Lower Duwamish Waterway allocation process are reflected in the Final Allocation Report dated May 16, 2022, as revised, and are settled as part of the Settlement Agreement.
3. Notwithstanding the release of claims set forth in the Settlement Agreement, Lynden Services, Inc. shall remain liable to The Boeing Company, the City of Seattle, and King County, and each of them, alone or together, for breach of the representations and warranties set forth in Section [or Paragraph] 2 of this Addendum.
4. In the event of a judicial determination that Lynden Services, Inc. has breached the above representation or warranty, the defense and indemnity of Lynden Services, Inc. set out in the Settlement Agreement at Section 6, including all of its sub paragraphs, is null and void and of no effect as to only Lynden Services, Inc.

By: Everett H. Bingslea

Printed Name: Everett H. Bingslea

Title: Secretary

Date: December 23, 2024

Settlement Agreement and Mutual Release

Appendix E, Manson Construction Holding Company

This Addendum is a part of that Settlement Agreement and Mutual Release between Settling Cash-Out Parties, The Boeing Company, the City of Seattle, and King County ("Settlement Agreement"). In consideration of the mutual promises set forth in the Settlement Agreement and in this Addendum, the below signatories additionally agree as follows:

1. Manson Construction Holding Company ("Manson Holding") is a signatory to the Settlement Agreement but is not signing or is not a signatory to the Consent Decree in United States and State of Washington v. The Boeing Company, the City of Seattle, King County, et al., No. _____ (W.D. Wash 2024).
2. Manson Holding represents and warrants to, and for the benefit of, The Boeing Company, the City of Seattle, and King County, and each of them, that Manson Holding is not a covered person with respect to the Site under the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601, et seq. or the Model Toxics Control Act, RCW 70A.105D, et seq., except insofar as any liability may be attributed to Manson Holding because of the actions of Manson Construction Co., the actions of whom it or its related entities disclosed in the Lower Duwamish Waterway allocation process are reflected in the Final Allocation Report dated May 16, 2022, as revised, and are settled as part of the Settlement Agreement.
3. Notwithstanding the release of claims set forth in the Settlement Agreement, Manson Holding shall remain liable to The Boeing Company, the City of Seattle, and King County, and each of them, alone or together, for breach of the representations and warranties set forth in Section [or Paragraph] 2 of this Addendum.
4. In the event of a judicial determination that Manson Holding has breached the above representation or warranty, the defense and indemnity of Manson Holding set out in the Settlement Agreement at Section 6, including all of its sub paragraphs, is null and void and of no effect as to only Manson Holding.

By:  _____

Printed Name: John A. Holmes

Title: President

Date: December 23, 2024

Settlement Agreement and Mutual Release

Appendix E, Monsanto Company

This Addendum is a part of that Settlement Agreement and Mutual Release between Settling Cash-Out Parties, The Boeing Company, the City of Seattle, and King County ("Settlement Agreement"). In consideration of the mutual promises set forth in the Settlement Agreement and in this Addendum, the below signatories additionally agree as follows:

1. Monsanto Company ("Monsanto") is a signatory to the Settlement Agreement but is not signing or is not a signatory to the Consent Decree in United States and State of Washington v. The Boeing Company, the City of Seattle, King County, et al., No. _____ (W.D. Wash 2024).
2. Monsanto represents and warrants to, and for the benefit of, The Boeing Company, the City of Seattle, and King County, and each of them, that: (a) Monsanto is not a covered person with respect to the Site under the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601, et seq. (CERCLA) or the Model Toxics Control Act, RCW 70A.105D, et seq. (MTCA), except insofar as any liability may be attributed to Monsanto because of the actions of Bayer Crop Science or Pharmacia LLC ("Pharmacia"), who are signatories to the Consent Decree; and, (b) actions of Bayer Crop Science and Pharmacia that could give rise to liability under CERCLA or MTCA, were disclosed in the Lower Duwamish Waterway allocation process, and are reflected in the Final Allocation Report dated May 16, 2022, as revised. This representation and warranty does not apply to liability for the production, distribution or promotion of PCBs, which Monsanto expressly denies.
3. Regardless of the release of claims set forth in the Settlement Agreement, Monsanto shall remain liable to The Boeing Company, the City of Seattle, and King County, and each of them, alone or together, for breach of these representations and warranties.
4. With respect to any breach of the above representation or warranty, the defense and indemnity of Monsanto set out in the Settlement Agreement at Section 6, including all of its sub paragraphs, is null and void and of no effect. Exclusions to the defense and indemnity shall nevertheless remain in effect.

By: Molly M. Jones

Printed Name: Molly M. Jones

Title: Sr. Assistant General Counsel


Date: January 6, 2024

Settlement Agreement and Mutual Release

Appendix E, Six Fourteen South Logistics LLC.

This Addendum is a part of that Settlement Agreement and Mutual Release between Settling Cash-Out Parties, The Boeing Company, the City of Seattle, and King County ("Settlement Agreement"). In consideration of the mutual promises set forth in the Settlement Agreement and in this Addendum, the below signatories additionally agree as follows:

1. Six Fourteen South Logistics LLC. ("Six Fourteen") is a signatory to the Settlement Agreement but is not signing or is not a signatory to the Consent Decree in United States and State of Washington v. The Boeing Company, the City of Seattle, King County, et al., No. _____ (W.D. Wash 2024).
2. Six Fourteen represents and warrants to, and for the benefit of, The Boeing Company, the City of Seattle, and King County, and each of them that Six Fourteen is not a covered person with respect to the Site under the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601, et seq. or the Model Toxics Control Act, RCW 70A.105D, et seq. except insofar as any liability may be attributed to it because of the actions of Harald Hurlen, Hurlen Construction Co., Hurlen Logistics, LLC, and Six Twenty South Logistics, LLC the actions of whom it or its related entities disclosed in the allocation between the parties, are reflected in the Final Allocation Report dated May 16, 2022, as revised, and are settled as part of the Settlement Agreement.
3. Regardless of the release of claims set forth in the Settlement Agreement, Six Fourteen shall remain liable to The Boeing Company, the City of Seattle, and King County, and each of them, alone or together, for breach of these representations and warranties.
4. With respect to any breach of the above representation or warranty, the defense and indemnity of Six Fourteen set out in the Settlement Agreement at Section 6, including all of its sub paragraphs, is null and void and of no effect.

By: 

Printed Name: HARALD L. HURLEN

Title: PRESIDENT

Date: 27 DEC 2024

Settlement Agreement and Mutual Release

Appendix E, Solutia Inc.

This Addendum is a part of that Settlement Agreement and Mutual Release between Settling Cash-Out Parties, The Boeing Company, the City of Seattle, and King County ("Settlement Agreement"). In consideration of the mutual promises set forth in the Settlement Agreement and in this Addendum, the below signatories additionally agree as follows:

1. Solutia Inc. ("Solutia") is a signatory to the Settlement Agreement but is not signing or is not a signatory to the Consent Decree in United States and State of Washington v. The Boeing Company, the City of Seattle, King County, et al., No. _____ (W.D. Wash 2024).
2. Solutia represents and warrants to, and for the benefit of, The Boeing Company, the City of Seattle, and King County, and each of them, that: (a) Solutia is not a covered person with respect to the Site under the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601, et seq. (CERCLA) or the Model Toxics Control Act, RCW 70A.105D, et seq. (MTCA), except insofar as any liability may be attributed to Solutia because of the actions of Bayer Crop Science or Pharmacia LLC ("Pharmacia"), who are signatories to the Consent Decree; and, (b) actions of Bayer Crop Science and Pharmacia that could give rise to liability under CERCLA or MTCA, were disclosed in the Lower Duwamish Waterway allocation process, and are reflected in the Final Allocation Report dated May 16, 2022, as revised. This representation and warranty does not apply to liability for the production, distribution or promotion of PCBs, which Solutia expressly denies.
3. Regardless of the release of claims set forth in the Settlement Agreement, Solutia shall remain liable to The Boeing Company, the City of Seattle, and King County, and each of them, alone or together, for breach of these representations and warranties.
4. With respect to any breach of the above representation or warranty, the defense and indemnity of Solutia set out in the Settlement Agreement at Section 6, including all of its sub paragraphs, is null and void and of no effect. Exclusions to the defense and indemnity shall nevertheless remain in effect.

By: Molly M. Jones

Printed Name: Molly M. Jones

Title: Sr. Asst General Counsel

Date: Jan. 16, 2024

Settlement Agreement and Mutual Release

Appendix E, Weyerhaeuser NR Company

This Addendum is a part of that Settlement Agreement and Mutual Release between Settling Cash-Out Parties, The Boeing Company, the City of Seattle, and King County ("Settlement Agreement"). In consideration of the mutual promises set forth in the Settlement Agreement and in this Addendum, the below signatory additionally agree as follows:

1. Weyerhaeuser NR Company ("Weyerhaeuser NR") is a signatory to the Settlement Agreement but is not signing or is not a signatory to the Consent Decree in United States and State of Washington v. The Boeing Company, the City of Seattle, King County, et al., No. _____ (W.D. Wash 2024).
2. Weyerhaeuser NR represents and warrants to, and for the benefit of, The Boeing Company, the City of Seattle, and King County, and each of them, that Weyerhaeuser NR is not a covered person with respect to the Site under the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601, et seq. or the Model Toxics Control Act, RCW 70A.105D, et seq., except insofar as any liability may be attributed to Weyerhaeuser NR because of the actions of Weyerhaeuser Company, the actions of whom it or its related entities disclosed in the Lower Duwamish Waterway allocation process are reflected in the Final Allocation Report dated May 16, 2022, as revised, and are settled as part of the Settlement Agreement.
3. Notwithstanding the release of claims set forth in the Settlement Agreement, Weyerhaeuser NR shall remain liable to The Boeing Company, the City of Seattle, and King County, and each of them, alone or together, for breach of the representations and warranties set forth in Section 2 of this Addendum.
4. In the event of a judicial determination that Weyerhaeuser NR has breached the above representation or warranty, the defense and indemnity of Weyerhaeuser NR set out in the Settlement Agreement at Section 6, including all of its sub paragraphs, is null and void and of no effect as to only Weyerhaeuser NR.

By: Kristy T. Harlan

Printed Name: Kristy T. Harlan

Title: SVP General Counsel & Corporate Secretary

Date: 1/7/2025

Settlement Agreement and Mutual Release

Appendix F

Funding Party Release

Settlement Agreement and Mutual Release

Appendix F

Settling Funding Party Release

For and in consideration of the mutual promises and covenants contained in the Settlement Agreement and Mutual Release Between Settling Cash-Out Parties, the Boeing Company, the City of Seattle, and King County (the “Agreement”), and any separate agreements among the undersigned Settling Funding Party, on the one hand, and the Boeing Company, the City of Seattle, and King County, on the other hand, the undersigned Settling Funding Party acknowledges that it has received and reviewed a copy of the final, fully executed Agreement; and agrees to be bound by the Release of Claims with respect to the Settling Cash-Out Parties, as set forth in Paragraph 5 of the Agreement. Consistent with Paragraph 5.2.2 of the Agreement, the Release of Claims set forth in this Appendix F shall take effect and be binding upon the Effective Date, as defined in the Agreement.

DATED:

Continental Holdings, Inc.

January 3, 2025, 2024



By:

Printed Name: Marcy Heronimus

Its: Assistant Secretary

Settlement Agreement and Mutual Release

Appendix G

Intentionally Omitted

Settlement Agreement and Mutual Release

Appendix H
Release and Waiver

Settlement Agreement and Mutual Release

Appendix H

Release and Waiver

[Name of Insurer], undersigned (Insurer), may carry insurance on [Name of Insured] (Insured). Insured is a signatory on the Settlement Agreement and Mutual Release Between Settling Cash-Out Parties, the Boeing Company, the City of Seattle, and King County (the “Agreement”), resolving certain claims relating to contamination of the Lower Duwamish Waterway in Seattle, Washington. Insurer will benefit from the signing of the Agreement by Insured. Such benefit includes but is not limited to certain commitments by signatories to the Agreement (Settling Parties) that are conditioned upon execution of the present Release and Waiver. Insurer acknowledges that such benefit is sufficient consideration for its commitment in the present Release and Waiver. In return for such benefit Insurer hereby releases and waives all claims against any Settling Party arising from or related to Released Claims. This Release and Waiver includes but is not limited to subrogation claims, statutory or common law claims, claims under the federal Comprehensive Environmental Response Compensation and Liability Act (CERCLA) and claims under the Washington Model Toxics Control Act (MTCA).

DATED: _____, 2024

[Insurer]

By: _____

Printed Name: _____

Its: _____

Settlement Agreement and Mutual Release

Appendix I

Notice recipients and addresses

Settlement Agreement and Mutual Release

Appendix I

Notice Recipients

The LDWG Settling Parties and the Cash-Out Settling Parties will provide changes or updates to their respective notice recipients as necessary.

Settling Party	Designated Notice Recipient	Co-Recipient of Written Communications
Ardagh Glass Inc. F.K.A. Saint-Gobain Containers Inc.	Jason Ty Sibbitt Associate General Counsel Ardagh Glass Inc. 10194 Crosspoint Blvd., #410 Indianapolis, IN 46256 (765) 702-5083 Ty.Sibbitt@ardaghgroup.com	E. Sean Griggs Barnes & Thornburg LLP 11 South Meridian Street Indianapolis, IN 46204 (317) 231-7793 Sean.Griggs@btlaw.com
Ash Grove Cement Company	Chintan Amin, Deputy General Counsel CRH Americas, Inc. 900 Ashwood Parkway, Suite 600 Atlanta, GA 30338 (470) 618-1948 chintan.amin@crh.com	Joshua M. Lipsky Cascadia Law Group PLLC 1201 Third Avenue, Suite 320 Seattle, WA 98101 (206) 292-2633 jlipsky@cascadialaw.com
Ball Corporation	Andrew Gomez, General Attorney Ball Corporation 9200 W. 108th Circle Westminster, CO 80021 (720) 614-1006 andrew.gomez@ball.com	Katie Gannon Bressler, Amery & Ross P.S. 325 Columbia Turnpike Florham Park, NJ 07932 (973) 937-6726 kgannon@bressler.com
Bayer CropScience Inc.	Mark Bowers, Senior Remediation Manager Bayer U.S. LLC 800 N. Lindbergh Blvd. St. Louis, MO 63167 (919) 762-6165 mark.bowers@bayer.com	Connie Sue Martin Schwabe, Williamson & Wyatt, P.C. 1420 Fifth Avenue, Suite 3400 Seattle, WA 98101 (206) 407-1556 csmartin@schwabe.com
BNSF Railway Company	Shane DeGross BNSF Railway Company Attn: Asst. Director of Remediation 605 Puyallup Avenue Tacoma, WA 98421 (253) 591-2567 Shane.DeGross@bnsf.com	Brooke Kuhl, Senior General Attorney BNSF Railway Company 101 International Drive Missoula, MT 59808 (406) 256-4293 Brooke.kuhl@bnsf.com

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The Boeing Company	Marc Luesebrink Senior Counsel EHS Law Group The Boeing Company P. O. Box 3707 MX-11XT Seattle, WA 98124-2207 Marc.d.luesebrink@boeing.com	Katie Page Perkins Coie LLP 1201 3 rd Avenue, #4900 Seattle, WA 98101 kpage@perkinscoie.com *As of June 15, 2025 Katie Page Perkins Coie LLP 1301 2 nd Avenue Seattle, WA 98101 kpage@perkinscoie.com
Boyer Towing, Inc. / Boyer Logistics, Inc. / Boyer Halvorsen / Kirsten Halvorsen Stahl / Maia Halvorsen	Boyer Halvorsen 7318 Fourth Avenue South Seattle, WA 98108 (206) 763-8696 boyer@boyertowing.com	Kim Maree Johannessen Johannessen & Associates, P.S. 5413 Meridian Ave N., Suite B Seattle, WA 98103 (206) 632-2000 / (206) 471-2361 kmj@johanassocs.com
Centerpoint 8801 Marginal LLC	Rick Mathews, General Counsel 1808 Swift Drive Oak Brook, IL 60523	John T. (JT) Cooke Houlihan Law PC 100 N. 35th Street Seattle, WA 98103 (253) 722-8267 jt@houlihan-law.com
Chiyoda International Corporation / Chiyoda Corporation	Clark J. Davis (primary notice recipient) Davis Law Office, PLLC 7191 Wagner Way NW, Suite 202 Gig Harbor, WA 98335 (253) 858-9422 cdavis@cjd-law.com	Evan Marcos Chiyoda Corporation Minato Mirai Grand Central Tower, 24th Floor 4-6-2, Minatomirai, Nishi-ku Yokohama 220-8765 Japan (81) 45-274-9382 marcos.dana_evan@chiyodacorp.com
ConGlobal Industries LLC	Paul Kleppetsch, General Counsel ConGlobal Industries LLC 8205 S. Cass Avenue, Suite 115 Darien, IL 60561 (708) 225-9846 pkleppetsch@conglobal.com	Houlihan Law PC Attn: John T. (JT) Cooke 100 N. 35th Street Seattle, WA 98103 (253) 722-8267 jt@houlihan-law.com
City of Seattle	Laura Wishik, Assistant City Attorney Seattle City Attorney's Office 701 5th Avenue, Suite 2050 Seattle, WA 98104 (206) 684-8199 Laura.Wishik@seattle.gov	Megan Joplin, Assistant City Attorney Seattle City Attorney's Office 701 5th Avenue, Suite 2050 Seattle, WA 98104 (206) 615-0885 Megan.Joplin@seattle.gov

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Crowley Marine Services, Inc. / 8th Avenue Terminals, Inc.	Reece Alford, Corporate Secretary Crowley Maritime Corporation 9487 Regency Square Blvd. Jacksonville, FL 32225 (904) 727-1978 reece.alford@crowley.com	Joshua M. Lipsky Cascadia Law Group PLLC 1201 Third Avenue, Suite 320 Seattle, WA 98101 (206) 292-2633 jlipsky@cascadialaw.com
Delta Marine Industries, Inc.	Michelle Jones Delta Marine Industries, Inc. 1608 S. 96th Street Seattle, WA 98108 (206) 763-2383 mjones@deltamarine.com	Clark J. Davis Davis Law Office, PLLC 7191 Wagner Way NW, Suite 202 Gig Harbor, WA 98335 (253) 858-9422 cdavis@cjd-law.com
Duwamish Shipyard, Inc.	Kyle McCleary Duwamish Shipyard, Inc. P. O. Box 13368 Des Moines, WA 98198 (206) 767-4880 kylem@duwamishshipyard.com	Kim Maree Johannessen Johannessen & Associates, P.S. 5413 Meridian Ave N., Suite B Seattle, WA 98103 (206) 632-2000 / (206) 471-2361 kmj@johanassocs.com
Earle M. Jorgensen Company	Ash Botros Earle M. Jorgensen Company 10650 Alameda Street Lynwood, CA 90262 abotros@emjmetals.com	Scott H. Reisch Hogan Lovells US LLP 1601 Wewatta Street, Suite 900 Denver, CO 80202 (303) 899-7355 scott.reisch@hoganlovells.com William A. Smith II c/o Reliance Steel & Aluminum Co. 55 S. Lake Avenue, Suite 500 Pasadena, CA 91101 will.smith@rsac.com
Ford Motor Company	David J. Witten, Assistant Secretary Ford Motor Company One American Road Dearborn, MI 48126 (313) 845-8476 dwitten@ford.com	Jennifer L. Sanscrainte Ogden Murphy Wallace P.L.L.C. 901 Fifth Avenue, Suite 3500 Seattle, WA 98164 (206) 233-2001 / (206) 714-3595 jsanscrainte@omwlaw.com

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Fox Avenue Building, LLC	Robert Code Fox Avenue Building, LLC 6900 Fox Avenue South Seattle, WA 98108 (206) 382-6334 bobc@CascadeColumbia.com	Alexandra Kleeman Hillis Clark Martin & Peterson P.S. 999 Third Avenue, Suite 4600 Seattle, WA 98104 (206) 470-7697 alexandra.kleeman@hcmp.com
General Recycling of Washington, LLC / David J. Joseph Company / Nucor Steel Seattle, Inc.	Greg Murphy Patrick Jablonski General Recycling of Washington, LLC 2424 SW Andover Street Seattle, WA 98106 (704) 366-7000 greg.murphy@nucor.com pat.jablonski@nucor.com	Christopher J. Esbrook Michael Kozlowski América A. Guzmán Esbrook P.C. 321 N. Clark Street, Suite 1930 Chicago, IL 60654 (312) 319-7681 christopher.esbrook@esbrook.com michael.kozlowski@esbrook.com america.guzman@esbrook.com
Glacier Northwest, Inc. / Northwest Aggregates Co.	Pete Stoltz, Sr. Manager Permitting & Government Affairs Glacier Northwest, Inc. 3450 S. 344th Way, Suite 201 Federal Way, WA 98001 (206) 764-3036 pstoltz@calportland.com	Deborah Murphey, Associate General Counsel CalPortland Company 2025 E. Financial Way Glendora, CA 91741 (626) 852-6293 dmurphey@calportland.com
Harald Hurlen / Hurlen Construction Co. / Hurlen Logistics, LLC / Six Twenty South Logistics, LLC / Six Fourteen South Logistics, LLC	Harald Hurlen 2505 School Street Solvang, CA 93463-9754 (206) 856-9987 hlhurlen@gmail.com	Alexandra Kleeman Hillis Clark Martin & Peterson P.S. 999 Third Avenue, Suite 4600 Seattle, WA 98104 (206) 470-7697 alexandra.kleeman@hcmp.com
Holcim (US) Inc. and its wholly-owned subsidiary, Surplus Items Inc.	Jodie Earle, Director, Litigation & Assistant Secretary Holcim (US) Inc. 6211 N. Ann Arbor Road Dundee, MI 48131 (734) 529-4360 Jodie.Earle@lafargeholcim.com	Paula Jantzen Ryan Whaley PLLC 400 North Walnut Avenue Oklahoma City, OK 73104 (405) 239-6040 pjantzen@ryanwhaley.com
International Paper Company	Brian E. Heim, General Counsel EHS & Sustainability International Paper 6500 Poplar Avenue Memphis, TN 38197 (901) 419-3824 Brian.heim@ipaper.com	

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Lafarge North America Inc. n/k/a Holcim Canada Holdings LLC and Lafarge PNW Inc.	<p>Kevin McNab Jonathan Hall Daniel Waldron Stephane Voysey Lafarge PNW Inc. 5400 West Marginal Way S.W. Seattle, WA 98106 (206) 937-8025 Kevin.McNab@Lafargeholcim.com Jonathan.Hall@Lafargeholcim.com Daniel.Waldron@Lafargeholcim.com Stephane.Voysey@Lafarge.com</p>	<p>Jodie Earle Holcim Canada Holdings LLC 6211 N. Ann Arbor Road Dundee, MI 48131 (734) 529-4360 Jodie.Earle@Holcim.com</p>
Linde Inc. (f/k/a Praxair, Inc.)	<p>Sanaa Almarayai, Manager, Legal Services Linde Inc. 10 Riverview Drive Danbury, CT 06810 (203) 837-2046 sanaa.almarayati@linde.com</p>	<p>Evynn M. Overton Beveridge & Diamond P.C. 201 N. Charles Street, Suite 2210 Baltimore, MD 21201 (410) 230-1300 eoverton@bdlaw.com</p>
"Lynden Parties": Alaska Marine Lines, Inc. / Knik Construction Co., Inc. / 5600 W. Marginal Way, SW, Seattle, LLC / 5615 W. Marginal Way, SW, Seattle, LLC / Lynden Transport, Inc. / LTI, Inc. / Douglas Management Co. / Swan Bay Holdings, Inc. / Bering Marine Corporation / 7100 1st Ave S, Seattle, LLC / Lynden Incorporated / Northland Services, Inc. / Naknek Barge Lines, LLC (a dissolved corporation) / Northland Services, Inc. on behalf of Jore Marine Services, Inc. (a dissolved corporation) / Lynden	<p>Everett Billinglea 18000 International Blvd. Seattle, WA 98188 (206) 439-5490 ehb@lynden.com notices@lynden.com</p>	<p>Tisha Pagalilauan Cascadia Law Group 1201 Third Avenue, Suite 320 Seattle, WA 98101 (206) 292-6300 tpagalilauan@cascadialaw.com</p>

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<p>Services, Inc. / Lynden Marine Leasing, LLC and its subsidiaries:</p> <ul style="list-style-type: none"> • Alaska Provider, LLC; • Alaska Trader, LLC; • Aleutian Trader, LLC; • Anchorage Provider, LLC; • Anchorage Trader, LLC; • Arctic Bear, LLC; • Arctic Gull, LLC; • Arctic Provider, LLC; • Baranof Provider, LLC; • Bering Trader LLC; • Chatham Provider, LLC; • Chichagof Provider, LLC; • Cordova Provider, LLC; • Fairbanks Provider, LLC; • Greta, LLC; • Hawaii Trader, LLC; • Ivan, LLC; • Kamakani, LLC; • Kenai Trader, LLC; • Koyukuk, LLC; • Krystal Sea, LLC; • Kuskokwim Trader, LLC; • Marine Boneyard, LLC; • Naknek Trader LLC; • Nunaniq, LLC; • Pacific Trader, LLC; • Polar Cloud, LLC; • Polar Endurance, LLC; • Polar King, LLC; • Polar Trader, LLC; • Polar Viking, LLC; • Polar Wind, LLC; • Rampart, LLC; • Sam M. Taalak, LLC; • Skagway Provider, LLC; 		
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<ul style="list-style-type: none"> • Southeast Provider, LLC; • Spencer Brewer, LLC; • Stickeen, LLC; • Stikine Provider, LLC; • Taku Provider, LLC; • Togiak Trader, LLC; • Tongass Provider, LLC; • Westward Trader, LLC; • Whittier Provider, LLC; and • Yukon Trader, LLC 		
Manson Construction Co., 5055 Properties, LLC, Manson Holding Co., Manson International, Inc.	John D. Heckel Assistant Secretary Manson Construction Co. 5209 E. Marginal Way S. Seattle, WA 98134 (206) 764-8531 jheckel@mansonconstruction.com	Douglas Steding Managing Partner Northwest Resource Law PLLC 71 Columbia Street, Suite 325 Seattle, WA 98104 (206) 971-1567 dsteding@nwresourcelaw.com
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PACCAR Inc	Brian Haderlie PACCAR Inc 777 106th Avenue NE Bellevue, WA 98004 (425) 468-7055 Brian.Haderlie@PACCAR.com <i>and</i> PACCAR INC Attn: Law Department 777 106th Avenue NE Bellevue, WA 98004	Andy F. Rigel Hillis Clark Martin & Peterson P.S. 999 Third Avenue, Suite 4600 Seattle, WA 98104 (206) 470-7643 andy.rigel@hcmp.com

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Pharmacia LLC (fka Monsanto Company)	Molly M. Jones, Senior Assistant General Counsel Bayer U.S. LLC 800 N. Lindbergh Blvd. St. Louis, MO 63167 (314) 304-5046 molly.jones@bayer.com	Connie Sue Martin Schwabe, Williamson & Wyatt, P.C. 1420 Fifth Avenue, Suite 3400 Seattle, WA 98101 (206) 407-1556 csmartin@schwabe.com
PSFL Leasing, Inc. (formerly known as Puget Sound Truck Lines, Inc.), a dissolved corporation, pursuant to RCW 23B.14.050(1)	Thomas Lovejoy, Former Chairman 10700 NE 4th Street, Unit 3414 Bellevue, WA 98004 (206) 387-0023 pslovejoy@aol.com	Patrick M. Paulich Betts Patterson & Mines, P.S. 701 Pike Street, Suite 1025 Seattle, WA 98101-3915 (206) 268-8651 ppaulich@bpmlaw.com
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S&JA Hale Family Limited Partnership	Kristine Shimmin, Owner S&JA Hale Family Limited Partnership 4312 Muirwood Drive Pleasanton, CA 94588 (925) 998-6469 hb.kris@gmail.com	Jeffrey Bilanko Carroll, Biddle & Bilanko, PLLC 411 W. Mercer Street Seattle, WA 98119 (206) 338-1496 / (206) 450-1181 jbilanko@cbblegal.com

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Seattle Iron & Metals Corporation / The Shalmar Group, LLC / Shalmar 08, LLC / Simco Properties, LLC	Alan Sidell 601 S. Myrtle Street Seattle, WA 98108 (206) 682-0040 asidell@seairon.com	Alexandra Kleeman Hillis Clark Martin & Peterson P.S. 999 Third Avenue, Suite 4600 Seattle, WA 98104 (206) 470-7697 alexandra.kleeman@hcmp.com
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South Park Marina Limited Partnership	Guy Crow South Park Marina Limited Partnership 8604 Dallas Avenue South Seattle, WA 98108 (206) 762-3880 Crow45@aol.com	Thomas D. Adams Karr Tuttle Campbell 701 Fifth Avenue, Suite 3300 Seattle, WA 98104 (206) 224-8026 tadams@karrtuttle.com

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WestRock Longview, LLC (f/k/a Longview Fibre Paper and Packaging, Inc.) / WestRock Services, LLC	<p>Nina Butler, Vice President and Senior EHS Counsel – North America Smurfit WestRock 1000 Abernathy Road NE Atlanta, GA 30328 (770) 326-8130 nina.butler@smurfitwestrock.com</p>	<p>David C. Weber, Principal Beveridge & Diamond, PC 600 University Street, Suite 1601 Seattle, WA 98101 (206) 315-4800 / (206) 315-4811 dweber@bdlaw.com</p>
Weyerhaeuser Company and its wholly-owned subsidiary, Weyerhaeuser NR Company	<p>Weyerhaeuser Company Attn: Law Department 220 Occidental Avenue South Seattle, WA 98104 (206) 539-4359 Zach.Hiatt@weyerhaeuser.com</p> <p><i>and</i></p> <p>Weyerhaeuser Company Attn: Luke Thies 105 Mills Drive Columbia Falls, MT 59912 (406) 897-8010 Luke.Thies@weyerhaeuser.com</p>	<p>Jeff C. Miller Miller Nash LLP 1140 SW Washington Street, Suite 700 Portland, OR 97205 (503) 205-2542 jeff.miller@millernash.com</p>

Settlement Agreement and Mutual Release

**SETTLEMENT AGREEMENT AND MUTUAL RELEASE BETWEEN CONTINENTAL HOLDINGS, INC.,
THE BOEING COMPANY, THE CITY OF SEATTLE, AND KING COUNTY**

This Settlement Agreement and Mutual Release (the “**Agreement**”) is entered into by and between the “**Settling Funding Party**” (as defined below), on the one hand, and the “**Settling LDWG Parties**” (as defined below), on the other hand. The Settling Funding Party and Settling LDWG Parties collectively shall be referred to as the “**Settling Parties**,” and each individually as a “**Settling Party**,” for the purpose of this Agreement only. This Agreement shall be effective on the Effective Date as defined in this Agreement.

RECITALS

WHEREAS,

A. In accordance with section 105 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601-9675 (“**CERCLA**”), the United States Environmental Protection Agency (“**EPA**”) listed the Site on the National Priorities List (“**NPL**”), set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register on September 13, 2001, 66 Fed. Reg. 47,583.

B. On December 20, 2000, the City of Seattle, King County, the Port of Seattle (“**Port**”), and The Boeing Company (“**Respondents**”) entered into an Administrative Order on Consent for Remedial Investigation/Feasibility Study, U.S. EPA, Region 10 Docket No. CERCLA 10-2001-0055, Ecology Docket No 00TCPNR-1895 (12/20/2000) (the “**RI/FS AOC**”) with the EPA and the Washington Department of Ecology (“**Ecology**”). The RI/FS AOC has been amended five times and will be terminated under the terms of a sixth amendment.

C. In response to a release or a substantial threat of a release of hazardous substances at or from the Site, Respondents completed a Remedial Investigation for the Site in 2010, and a Feasibility Study for the Site in 2012, in accordance with 40 C.F.R. § 300.430.

D. EPA selected a remedial action to be implemented at the Site, which is embodied in a final Record of Decision (“**ROD**”), executed on November 21, 2014, on which the State has given its concurrence. The ROD established the remedy to be implemented at the Site. Notice of the final plan was published in accordance with section 117(b) of CERCLA. In 2021, EPA issued an Explanation of Significant Differences, which revised the cleanup levels and remedial action

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levels in the ROD for cPAHs, including BaP, in sediments, and the target level of cPAHs in clam tissue.

E. Ecology gave notice by letter, dated August 2, 2000, to each Respondent that it was a Potentially Liable Person (“**PLP**”) under RCW 70A.305.040, after notice and opportunity for comment. Ecology has represented that, absent entry of the Consent Decree as defined below in Recital G, Ecology could have issued preliminary PLP notice letters to others, including the Settling Funding Party.

F. In accordance with the **Allocation MOA**, as defined below, the Settling Parties and others participated in a confidential, non-binding Alternative Dispute Resolution Allocation Process (the “**Allocation**”) as to certain costs of response incurred and to be incurred at the Site.

G. The Settling LDWG Parties have negotiated a Consent Decree among themselves, the United States, Ecology, the Settling Funding Party and the other parties listed in an appendix to the Consent Decree (the “**Settling Cash-Out Parties**,” defined below) relating to response action at the Site (“**Consent Decree**”). The Settling LDWG Parties will perform Site response action as required by the Consent Decree.

H. The Settling Parties anticipate that the Consent Decree will be entered by the United States District Court, after public notice and opportunity for comment, in an action to be filed by the United States and Ecology against the Settling Parties.

I. EPA has issued the **Bridge UAO**, as defined below, to address response actions at the Site that will take place prior to entry of the Consent Decree. The Settling Parties expect that the Bridge UAO will be terminated upon entry of the Consent Decree.

J. The Settling LDWG Parties have entered or may enter into separate settlement agreements with other parties, including but not limited to certain Settling Cash-Out Parties to provide lump sum payments toward past response costs and estimated future response costs for the Site, plus a premium.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Settling Parties agree as follows:

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1. Definitions. In addition to the definitions that are provided in any other part of this Agreement, the following definitions shall apply to this Agreement. If a definition is not contained herein, the definitions in the Consent Decree shall apply and, if a term is not defined in the Consent Decree, the definitions in CERCLA shall apply to this Agreement. If a term is defined in both the Consent Decree and in CERCLA, the Consent Decree's terms shall apply.

1.1 "Allocation MOA" means the LDW Alternative Dispute Resolution Memorandum of Agreement that governed the Allocation process among the Settling Parties and others.

1.2 "Bridge UAO" means the Unilateral Administrative Order regarding the Lower Duwamish Waterway Site (CERCLA Docket No. 10-2024-1077) and dated July 18, 2024.

1.3 "Double Recovery" is defined as any collateral funds that the Settling LDWG Parties, collectively or any of them, receive from any source that would pay for or reimburse one or more of the Settling LDWG Parties for part or all of the Funding Party's FAR share of Response Costs paid or to be paid under the Decree, such that the Settling LDWG Parties would be reimbursed twice for part or all of the Funding Party's share of costs absent an offset. Provided, however, that the following sources of funds shall not be considered double recovery: (i) MTCA grants issued to the County and/or City; (ii) King County's insurance recovery; (iii) funds the City received in settlement of its lawsuit against Monsanto, et al., Case No. 2-16-cv-00107 RAJ (W.D. WA.); (iv) funds the County has or will receive in settlement of *City of Long Beach v. Monsanto Co.*, No. 2-16-cv-03493-FMO-A (C.D. CA); (v) funds one or more Settling LDWG Parties obtain from parties listed on Appendix D or F of the Consent Decree or the Settling Federal Agencies as defined in the Consent Decree; and, (vi) funds EPA

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disburses to the Settling LDWG Parties pursuant to the Consent Decree.

- 1.4 “Effective Date”** of this Agreement is defined as the date a federal court approves and enters the Consent Decree; provided, however, that the release described in Paragraph 10 of this Agreement shall become effective as set forth in that Paragraph.
- 1.5 “FAR Share”** is defined as the MOA Participant and the United States Allocation shares assigned to each Settling Party in the Final Allocation Report (“**FAR**”) Attachment 1. The Settling Funding Party’s FAR Share is 1.7406%.
- 1.6 “MTCA”** is defined as the Washington State Model Toxics Control Act, Revised Code of Washington (RCW) Chapter 70A.305 and its implementing regulations, the Washington Administrative Code (WAC) Chapters 173-340 and 173-204, including amendments thereto.
- 1.7 “Released Claims”** shall have the meaning set forth in Paragraph 10 below.
- 1.8 “Response Costs”** means Past Response Costs, Interim Response Costs, and Future Response Costs as defined in Section 2.1 through 2.5 below.
- 1.9 “Settling Cash-Out Party”** is defined as each entity that participated in the Allocation and that executes a final settlement agreement with the Settling LDWG Parties that requires the Settling Cash-Out Party to pay its FAR Share of the Settling LDWG Parties’ Past Response Costs and Future Response Costs, plus a premium, or such other amount as agreed to by the Settling LDWG Parties. Each Settling Cash-out Party is listed in Appendix D to the Consent Decree (collectively, “**Settling Cash Out Parties**”).

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- 1.10** “**Settling Funding Party**” is Continental Holdings Inc. as a successor to Continental Can Company, Inc.
- 1.11** “**Settling LDWG Party**” is defined as one of The Boeing Company, the City of Seattle, and King County.
- 1.12** “**Settling Parties**” for purposes of this Agreement is defined as the Settling Funding Party and Settling LDWG Parties collectively, with each individually referred to as a “**Settling Party.**”
- 1.13** The “**Site**” or the “**Lower Duwamish Waterway Site**” is as defined in the Consent Decree.
- 1.14** “**Waste Materials**” means any material now or hereafter defined as (a) any “hazardous substance” under section 101(14) of CERCLA; (b) any pollutant or contaminant under section 101(33) of CERCLA; (c) any “solid waste” under section 1004(27) of the Resource Conservation and Recovery Act; and (d) any “hazardous substance” under MTCA, RCW 70A.305.020(13).

2. Settlement Payments.

- 2.1** Within thirty (30) days after the Effective Date, the Settling Funding Party shall pay \$1,301,843.76, as directed by the Settling LDWG Parties. This payment amount is Settling Funding Party’s FAR Share of \$74,792,816.15, which, solely for the purpose of this Agreement, is the total amount of Response Costs for the Site that Settling LDWG Parties and Settling Funding Party have agreed are recoverable under CERCLA or MTCA and were incurred through December 31, 2022 (“**Past Response Costs**”).
- 2.2** Within sixty (60) days of receiving a payment demand from the Settling LDWG Parties, the Settling Funding Party shall pay its FAR Share of Response Costs incurred by the Settling LDWG Parties

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between January 1, 2023, and the Effective Date (“**Interim Response Costs**”).

2.3 The Settling Funding Party shall pay its FAR Share of the Settling LDWG Parties’ Response Costs incurred after the Effective Date (“**Future Response Costs**”).

2.4 **Interim Response Costs** and **Future Response Costs** under this agreement are limited to all costs that the **Settling LDWG Parties** reasonably allocate among themselves consistent with their respective **FAR Shares** in a timely manner.

2.5 Solely for the purpose of this Agreement, **Interim Response Costs** and **Future Response Costs** do not include costs the Settling LDWG Parties incur to provide the financial assurance mechanism that the Bridge UAO or Consent Decree requires them to provide.

2.6 The Settling LDWG Parties will establish a Trust (with a trustee) to receive funds for Future Response Costs from the Settling Funding Party (“**Trust**” and “**Trustee**”). The Settling LDWG Parties will direct the Trustee to issue an invoice within sixty (60) days after the Effective Date to the Settling Funding Party for its FAR Share of estimated Response Costs from the Effective Date through the remainder of the funding year in question, with each year running from January 1st through December 31st. The Settling Funding Party will pay the invoice no more than sixty (60) days after receipt.

2.6.1 The Settling LDWG Parties will direct the Trustee to draw on funds received from the Settling Funding Party to pay its FAR Share of Future Response Costs for the funding year period as those costs are incurred or invoiced for payment or reimbursement.

2.6.2 When funds are withdrawn from the Trust to pay or reimburse for the Settling Funding Party’s share of costs, the Settling Funding Party shall be

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provided with copies of the same invoices and/or other documentation the LDWG Parties receive.

- 2.6.3** If a shortfall is anticipated for the current funding year, a call for additional funds will be made by the Trustee to the Settling Funding Party to cover the Settling Funding Party's FAR Share of the estimated shortfall of costs through the end of the current funding year with funds due in ninety (90) days.
- 2.6.4** The Settling Funding Party will be provided with the same information provided by the Trustee to the Settling LDWG Parties regarding the notice of a potential shortfall and the calculation of the amount.
- 2.6.5** The Settling LDWG Parties will direct the Trustee to thereafter issue an invoice to the Settling Funding Party by November 1st of each year for its FAR Share of estimated Response Costs for the subsequent funding year. The Settling Funding Party will pay each invoice no more than sixty (60) days after receipt.
- 2.6.6** The Settling Funding Party will be provided with the same budgeting information available to the Settling LDWG Parties before the estimate of Response Costs for the coming funding year is finalized.
- 2.6.7** Neither the Trustee nor the Settling LDWG Parties have any obligation to invest funds paid by the Settling Funding Party or to deposit such funds into an interest-bearing account. However, if interest is earned or there is a positive return on invested funds from the Settling Funding Party, such interest or investment return shall inure to the benefit of the Settling Funding Party.
- 2.6.8** The Settling LDWG Parties shall direct the Trustee to provide the Settling Funding Party with an annual report showing the amounts and vendors paid with funds from the Settling Funding Party and any interest earned or positive return on investment of funds paid by the Settling Funding Party.

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- 2.7** Twelve percent (12%) interest will accrue on any amount owed by the Settling Funding Party if not paid by the due date.
- 2.8** The Settling LDWG Parties will not charge the Settling Funding Party for amounts that would constitute a Double Recovery.
- 2.9** In the event a Settling LDWG Party receives a Double Recovery, that Settling LDWG Party shall repay the Settling Funding Party's share of the amount that qualified as a Double Recovery to the Trust for deposit in the sub-account of the Settling Funding Party within sixty (60) days of the Settling LDWG Party's acknowledgment that a Double Recovery was received or a determination through dispute resolution under this Agreement or by a court that a Double Recovery was received. If not paid within the sixty (60) days, such funds shall accrue twelve percent interest (12%) in favor of the Settling Funding Party until paid.

3. Other Entities.

- 3.1** The Settling LDWG Parties will have the sole right to bring and exclusive control over any future contribution or cost-recovery litigation to recover Response Costs from any entity.
- 3.2** Except for any funds that constitute a Double Recovery, the Settling LDWG Parties will be the sole beneficiaries of proceeds received from any other party for Response Costs, whether through a judgment or settlement.
- 3.3** The Settling Funding Party will be responsible for negotiating and paying the Port, whether in settlement or as a result of a judgment, whatever share of the Port's past response costs that the Settling Funding Party and the Port or a court determines is appropriate.

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- 4. Control of the Work.** The Settling LDWG Parties shall control the means, manner and scope of the Work (defined in the Consent Decree) in consultation with EPA and the contractors. The Settling Funding Party is not entitled to control over the Work or any role in decision-making concerning the Work.
- 5. Disputes.** The Settling Funding Party shall be able to reasonably dispute: (a) whether invoiced costs constitute Response Costs, including whether they are necessary and consistent with the National Contingency Plan; (b) whether a Double Recovery has occurred; (c) whether the Settling Funding Party's FAR Share of the invoiced costs has been calculated correctly; and (d) whether there are mathematical errors or other mistakes in an invoice, such as double-counting of costs.

 - 5.1** Any dispute must be initiated by the Settling Funding Party within sixty (60) days of an invoice, or within sixty (60) days of when it knew or should have known of an alleged Double Recovery.
 - 5.2** Any dispute over costs shall first be addressed by a good faith effort by the Settling Parties to reach agreement. If that is not successful within a reasonable amount of time, then any of the Settling Parties may require that the Settling Parties involved in the dispute engage a mutually acceptable person with knowledge of the recoverability of costs incurred under CERCLA to render a recommendation. Costs for engaging the person shall be borne seventy-five percent (75%) by the Settling LDWG Parties involved in the dispute and twenty-five (25%) by the Settling Funding Party, unless the dispute is between the Settling Funding Party and only one of the Settling LDWG Parties in which case the costs for engaging the person would then be borne fifty percent (50%) by that single Settling LDWG Party and fifty percent (50%) by the Settling Funding Party.
 - 5.3** The Settling Funding Party shall pay the full amount invoiced while the dispute proceeds, unless the Settling LDWG Parties agree otherwise.

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If a dispute is resolved in favor of the Settling Funding Party, the Settling Funding Party will be assigned a credit for the disputed amount that was paid, with twelve percent (12%) interest accrued on that amount from the date the dispute was initiated until the date of resolution.

5.4 Settling Parties reserve the right to engage in litigation over disputes regarding this Agreement if good faith discussions and mediation are not successful in resolving the dispute.

6. Financial Assurance. The attached Guaranty of Lumen Technologies, Inc. and Level 3 Parent LLC ("**Guaranty**") forms a part of the consideration for this Agreement without which the Settling LDWG Parties would not have agreed to settle.

7. Liability. The Settling Funding Party will remain jointly and severally liable to the United States and the State of Washington as long as the Settling LDWG Parties are jointly and severally liable to the United States and the State of Washington.

7.1 Settling Funding Party's joint and several liability under the Consent Decree will be as provided in the Consent Decree.

7.2 As long as the Settling Funding Party or its Guarantors meet the Settling Funding Party's obligation under this Agreement and the Consent Decree to pay its 1.7406% FAR Share of Response Costs in accordance with the terms of this Agreement, the Settling Funding Party is not jointly and severally liable to the Settling LDWG Parties and will only be responsible to the Settling LDWG Parties for funding its own FAR Share of Response Costs, as provided in this Agreement.

8. Insurance. Whenever the Settling LDWG Parties execute a new contract after the Effective Date with a consultant or contractor and the Settling LDWG Parties are named as additional insured(s) or indemnified in policies by consultants or contractors retained

Settlement Agreement and Mutual Release

for the Work, they will use commercially reasonable efforts to require their consultants or contractors to extend the insurance coverage or indemnity so that the Settling Funding Party is also named as an additional insured/indemnatee under the same policies.

- 9. Consent Decree.** The Settling Funding Party shall sign the Consent Decree and shall not object to the Consent Decree.

9.1 The Settling Funding Party agrees that its 1.7406% FAR Share may be included in the Consent Decree and/or an appendix thereto.

- 10. Released Claims.**

10.1 Subject to the reservations in Paragraph 11, the Settling Funding Party and the Settling LDWG Parties shall mutually release each other for the “**Matters Addressed**,” as defined in the Consent Decree (“**Released Claims**”); however, this mutual release is conditioned upon each individual Settling Party fulfilling its obligations under the Consent Decree and this Agreement. Any Settling Party that does not fulfill its obligations under the Consent Decree or this Agreement and does not cure its default within sixty (60) days or as otherwise mutually agreed, shall no longer benefit from the release.

10.2 The release by the Settling Funding Party of claims against the Settling LDWG Parties shall take effect on the Effective Date. The release by the Settling LDWG Parties of the Settling Funding Party shall take effect upon payment by the Settling Funding Party of its FAR Share of Past Response Costs.

10.3 The Settling Funding Party shall sign an Appendix to the settlement between the Settling LDWG Parties and the Settling Cash-Out Parties that is a release between the Settling Funding Party and the Settling Cash-Out Parties as described in Appendix F to the settlement between the Settling LDWG Parties and the Settling Cash-out Parties.

Settlement Agreement and Mutual Release

11. Reservations. The Released Claims do not include the claims listed below and the Settling Parties to which the releases apply reserve all claims and defenses at law or in equity against each other for the claims listed below.

- 11.1** Breach or enforcement of the Allocation MOA, except for the reallocation of shared Allocation costs and database costs, which are being settled separately.
- 11.2** Breach of this Agreement.
- 11.3** Natural resource damages that a natural resource trustee has claimed or may claim against a Settling Party now or in the future.
- 11.4** Source control requirements imposed by Ecology or EPA, or the City or County consistent with Paragraph 11.10.
- 11.5** Personal injuries.
- 11.6** The presence of Waste Materials at any other CERCLA or MTCA site or area, including but not limited to the Harbor Island Superfund Site or any of its Operable Units, including Waste Materials that migrated to any other site or area from the Lower Duwamish Waterway Site.
- 11.7** As to each Settling Party, any release(s) of Waste Materials, including migration, to the Site initially occurring, and for which that Settling Party has potential liability, between the date that this Agreement is signed and the Effective Date.
- 11.8** Response Costs incurred by the Settling LDWG Parties for new or additional remedial actions due to the negligent, reckless or intentional disturbance of a remedial cap by the Settling Funding Party.
- 11.9** The releases provided in Paragraph 10 do not extend to any entity that: (1) is or becomes affiliated with the Settling Funding Party (such as through an indemnity, merger or acquisition); (2) meets the definition in CERCLA of a Potentially Responsible Party or the

Settlement Agreement and Mutual Release

definition in MTCA of a Potentially Liable Party for the Lower Duwamish Waterway Site; (3) did not participate as a party in the Allocation; and (4) was not disclosed in the Allocation as a Potentially Liable Party or a Potentially Responsible Party (disclosure as a “Related Party” is insufficient).

11.10 The City and County reserve their rights to enforce any federal, state or local laws, including but not limited to enforcement of laws regarding controlling sources of contamination, to the extent that they do not seek performance of the Work or recovery for past Response Costs or future Response Costs.

11.11 The Settling LDWG Parties reserve their rights for breach of their separate settlement agreement among themselves.

12. Bar Order. The Settling Funding Party shall not object to and may join in a request that the court issue an order that bars all claims arising out of or related to Response Costs or Matters Addressed, as those terms are defined in the Consent Decree, that are brought against the Settling Parties or Settling Cash Out Parties by anyone, including claims by the United States and State of Washington (other than the claims reserved by the United States and the State of Washington in the Consent Decree) (“**Bar Order Claims**”). Bar Order Claims may be styled (without limitation) as claims for cost recovery, contribution, equitable indemnity, or damages under CERCLA, MTCA, other federal or state statutes, or the common law. Provided, however, that the Bar Order will not apply to bar claims that a Settling Party has breached this Agreement or has defaulted on its obligations under the Consent Decree. Further, the Bar Order shall not apply to settlement of the County’s claims in the Monsanto PCB class action settlement process in *City of Long Beach v. Monsanto Company*, U.S. District Court Central District of California – Western Division Case No. 2:16-cv-03493-FMO-AS, if still pending.

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13. Disclosure. The Settling Funding Party consents and will not object to the Settling LDWG Parties, in their sole discretion, disclosing in contribution or cost recovery litigation or settlement negotiations regarding the Site, all or portions of Axlors remedial cost estimate report, all or portions of the FAR and its appendices, the Allocation parties' respective Allocation shares, that the Settling Funding Party agrees to pay its FAR Share of the Settling LDWG Parties' past Response Costs, and that the Settling Funding Party agrees to pay its FAR Share of the Settling LDWG Parties' future Response Costs. The Settling LDWG Parties shall seek a protective order with respect to use of the FAR and/or any portion of the FAR appendices in litigation or any other proceeding and shall seek a confidentiality agreement before disclosing the FAR and its appendices with any party that did not participate in the Allocation.

13.1 The Settling Funding Party consents to King County's disclosure to the State of Washington Department of Ecology, if needed for purposes of grant funding administration, only the portion(s) of the FAR addressing King County's insurance recovery and grant funding, with all other participant names or identifying information redacted, and made expressly on the condition that such disclosure is limited in scope and in no event effects any broader disclosure or waiver of the County's or other parties' mediation privilege as to the FAR otherwise.

13.2 The Settling LDWG Parties consent and will not object to the Settling Funding Party's disclosure of the FAR and its appendices in defense to a contribution or cost recovery claim, whether in litigation or settlement negotiations under CERCLA or MTCA regarding the Site. If the Settling Funding Party wishes to disclose the FAR in such litigation, it shall seek a protective order prior to disclosing the FAR and/or any portion of the FAR appendices in such litigation.

13.3 Nothing in this Agreement is intended to limit or restrict disclosure of the FAR as permitted by the Allocation MOA.

Settlement Agreement and Mutual Release

13.4 The Settling LDWG Parties and the Settling Funding Party agree nothing in this Agreement, including the limited, permitted disclosure of all or portions of the FAR and its appendices, constitutes a general waiver of the mediation privilege for the FAR and its appendices or for any other documentary or oral communication made in the context of the Allocation or in the related mediations and settlement negotiations, and further agree that they will not assert the mediation privilege has been waived more broadly than expressly allowed in this Agreement or in the Allocation MOA.

14. Future Cash-Out Settlement. The Settling Funding Party may seek a cash-out settlement with the Settling LDWG Parties in the future.

15. Transfer of Claims. The Settling Funding Party represents and warrants that no other person or entity has claimed or now claims any interest in the Released Claims, or any interest in the subject matter of this Agreement. The Settling Parties, and each of them, represent and warrant that they have not sold, assigned, transferred, conveyed, donated or otherwise set over to any person or entity any claim or demand relating to the matters covered by this Agreement. The Settling Funding Party agrees it will not transfer its obligations under this Agreement or under the Consent Decree to any other person or entity without the express written consent of the Settling LDWG Parties.

16. Agreement Not An Admission. This Agreement is made as a negotiated compromise and settlement of disputed claims. This Agreement shall not constitute, nor shall it be construed as or deemed to be evidence of, any admission of liability or wrongdoing or the truth of any allegations or correctness of any claims asserted by any of the Settling Parties. Nor shall this Agreement be deemed to be evidence of the existence, nature or amount of damages alleged by any Settling Party, as all payments made hereunder are in compromise only, and to avoid litigation.

Settlement Agreement and Mutual Release

- 17. Represented By Counsel.** Each Settling Party acknowledges that it has been represented by legal counsel, and that each Settling Party has reviewed, and has had the benefit of legal counsel's advice concerning, all of the terms and conditions of this Agreement.
- 18. Ambiguity.** Each Settling Party acknowledges that this Agreement is the product of informed, arms-length negotiations among the Settling Parties, and if any part of this Agreement is deemed ambiguous or in conflict, it shall be construed as if it were drafted jointly by all Settling Parties.
- 19. Authority.** Each Settling Party represents and warrants that each person who has signed this Agreement in a representative capacity on that Settling Party's behalf is duly authorized to enter into this Agreement and to bind the Settling Party on whose behalf he or she is signing.
- 20. Representations and Warranties.** The Settling Parties, and each of them, represent and warrant that the representations made in this Agreement are true and correct, and that they have the sole right and exclusive authority to execute this Agreement and to receive the consideration therefor.
- 21. Attorneys' Fees and Costs.** The Settling Parties mutually waive their right to recover any of their respective costs, attorneys' fees, consultant fees, or expert fees from the other Settling Parties in connection with Released Claims. In the event of an action for breach of this Agreement, however, the prevailing party shall recover its attorneys' fees and costs from the non-prevailing party or parties.
- 22. Binding Effect.** This Agreement shall be binding on successors and assigns of the Settling Parties and shall inure to the benefit of each Settling Party's parent companies,

Settlement Agreement and Mutual Release

subsidiaries, agents, heirs, successors, assigns, principals, officers, directors, members, governors, employees, and vessels.

- 23. Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Agreement shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not exercise jurisdiction, the Settling Parties agree that any disputes arising under this Agreement shall be heard in King County Superior Court in Seattle.
- 24. Notice.** Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated below and/or the designees of the Guarantors as indicated in Section 10 of the attached Guaranty. The Settling Parties will provide in writing changes or updates to their respective notice recipients as necessary.

Settling Party	Designated Notice Recipient	Co-Recipient of Written Communications
City of Seattle	Laura Wishik, Assistant City Attorney Seattle City Attorney's Office 701 5th Avenue, Suite 2050 Seattle, WA 98104 (206) 684-8199 Laura.Wishik@seattle.gov	Megan Joplin, Assistant City Attorney Seattle City Attorney's Office 701 5th Avenue, Suite 2050 Seattle, WA 98104 (206) 615-0885 Megan.Joplin@seattle.gov
King County	Kristie Elliott King County Prosecuting Attorney's Office 701 Fifth Avenue, Suite 600 Seattle, WA 98104 (206) 477-6758 Kristie.Elliott@kingcounty.gov	Jeff Stern King County Wastewater Treatment Division KSC-NR-0512 201 S. Jackson Street Seattle, WA 98104-3855 (206) 477-5479 Jeff.Stern@kingcounty.gov

Settlement Agreement and Mutual Release

Settling Party	Designated Notice Recipient	Co-Recipient of Written Communications
		Debra Williston King County Wastewater Treatment Division KSC-NR-0512 201 S. Jackson Street Seattle, WA 98104-3855 (206) 477-4850 Debra.Williston@kingcounty.gov
The Boeing Company	Katie Page Perkins Coie LLP 1201 Third Avenue Suite 4900 Seattle, WA 98101 kpage@perkinscoie.com	Marc Luesebrink Senior Counsel EHS Law Group The Boeing Company PO Box 3707 MX-11XT Seattle, WA 98124-2207 Marc.d.luesebrink@boeing.com
Continental Holdings, Inc.	Marcy Heronimus Assistant Secretary 931 14 th Street, 9 th Floor Denver, CO 80202 Marcy.Heronimus@Lumen.com	Vann Ellerbruch Senior Attorney 931 14 th Street, 9 th Floor Denver, CO 80202 Vann.Ellerbruch@Lumen.com

25. Entire Agreement; Amendment. Except as otherwise stated in this Paragraph and in the attached Guaranty, this Agreement contains all of the terms and conditions agreed upon by the Settling Parties relating to its subject matter and supersedes any and all prior and contemporaneous agreements, negotiations, correspondence, understandings, and communications between or among the Settling Parties, whether oral or written, respecting the subject matter of this Agreement. This Agreement may be amended or modified only by a writing signed by the Settling Parties. It shall not be modified by any oral statement, communication, agreement, course of conduct, or by anything else other than a writing signed by the Settling Parties. **However**, nothing in this Agreement shall supersede, cancel, modify or otherwise amend: (1) any separate agreement(s) between the Settling LDWG Parties; (2) the Consent Decree; or (3) the Allocation MOA.

Settlement Agreement and Mutual Release

26. Counterparts. This Agreement may be executed in counterparts and by facsimile or portable document format (.pdf) signature, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the Settling Parties have executed this Agreement as of the day and year indicated below.

DATED: December 20 2024

CONTINENTAL HOLDINGS INC.,
The Settling Funding Party

By: 

Printed Name: Marcy Heronimus

Its: Assistant Secretary

DATED: _____, 2024

THE BOEING COMPANY,
A Settling LDWG Party

By:

Printed Name:

Its:

Settlement Agreement and Mutual Release

26. Counterparts. This Agreement may be executed in counterparts and by facsimile or portable document format (.pdf) signature, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the Settling Parties have executed this Agreement as of the day and year indicated below.

DATED: _____, 2024

CONTINENTAL HOLDINGS INC.,
The Settling Funding Party

By: _____

Printed Name: _____

Its: _____

DATED: January 9, 2025

THE BOEING COMPANY,
A Settling LDWG Party

By:



Meredith Weinberg

Printed Name: _____

Counsel (Perkins Coie LLP)

Its: _____

Settlement Agreement and Mutual Release

DATED: _____, 2024

CITY OF SEATTLE,
A Settling LDWG Party

By:

Printed Name: _____

Its: _____

DATED: _____, 2024

KING COUNTY,
A Settling LDWG Party

By:

Printed Name: _____

Its: _____

Settlement Agreement and Mutual Release

GUARANTY OF LUMEN TECHNOLOGIES, INC. AND LEVEL 3 PARENT LLC

This Guaranty of Lumen Technologies, Inc. and Level 3 Parent LLC (“Guaranty”) is made in connection with, and as part of the consideration for, the Settlement Agreement and Mutual Release Between Continental Holdings, Inc., The Boeing Company, the City of Seattle, and King County (“Settlement Agreement”) to which this Guaranty is attached.

Definitions:

1. The definitions in the Settlement Agreement shall apply to this Guaranty as if fully set forth herein.
2. “CHI” shall mean Continental Holdings, Inc., the Settling Funding Party under the Settlement Agreement;
3. “Guarantor” or “Guarantors” shall mean one or both of Lumen Technologies, Inc. (“Lumen”) and Level 3 Parent LLC (“Level 3”). Except as otherwise set forth in this Guaranty, the terms “Guarantor” and “Guarantors” are used interchangeably and in each case means each Guarantor separately and together;
4. “Party” or “Parties” as used in this Guaranty shall mean and include one or both of the Guarantors together with CHI and the Settling LDWG Parties.

Guaranty:

For and in consideration of the mutual promises set forth herein and in consideration of the mutual promises set forth in the Settlement Agreement, the Guarantors and each of them, separately and together, agree as follows:

Settlement Agreement and Mutual Release

1. The above definitions and the terms of the Settlement Agreement are incorporated into this Guaranty as if fully set forth herein.

2. Each Guarantor separately, and together, absolutely and unconditionally guarantees CHI's timely payment of its payment obligations under the Settlement Agreement. This Guaranty applies to and is for payment, not collection.

3. If CHI defaults on any payment obligation under the Settlement Agreement, or otherwise fails for any reason to make any payment in a timely fashion, Level 3 in its capacity as the primary Guarantor, within ten (10) business days of receipt of a written demand by the Settling LDWG Parties, will absolutely, unconditionally, and fully pay that amount and all future amounts to the Settling LDWG Parties in the manner described in the Settlement Agreement. Settling LDWG Parties must make commercially reasonable efforts to obtain payment under this Guaranty from Level 3 before making a written demand for payment under this Guaranty from Lumen. In the event that Level 3 does not respond to a written demand for payment by the Settling LDWG Parties by making such payment within thirty (30) days of a written demand or is otherwise unable to fulfill the obligations set forth in this Guaranty for any reason, including because of any voluntary or involuntary liquidation, insolvency, bankruptcy, or reorganization of, or any other such events with respect to Level 3, then Lumen in its capacity as the secondary Guarantor, within thirty (30) days of receipt of a written demand by the Settling LDWG Parties, will absolutely, unconditionally, and fully pay that amount and all future amounts to the Settling Parties in the manner described in the Settlement Agreement.

4. In any effort to enforce this Guaranty, the prevailing party under such action shall be paid its attorney fees and costs by the opposing party.

Settlement Agreement and Mutual Release

5. This Guaranty shall not be discharged, reduced in its scope, or otherwise affected by: (i) any waiver of, extension of time with respect to, or failure to enforce, any obligation of CHI and/or the Guarantor(s) to the Settling LDWG Parties together, or any of them individually, (ii) any failure of the Settling LDWG Parties, or any of them individually, to give notice after the initial notice of any subsequent default or failure to pay by CHI or any other notice, (iii) any transfer by CHI of its interest in the underlying obligations, (iv) any unilateral attempt by Guarantor(s) to discharge any of CHI's obligations, or any compromise, settlement, release, renewal, change in, or modification of such obligations, (v) any voluntary or involuntary liquidation, insolvency, bankruptcy, or reorganization of, or any other such events with respect to, CHI, (vi) any setoff or counterclaim that CHI may have, or (vii) any other circumstances which might otherwise constitute a legal or equitable defense or discharge of a guarantor or surety.

6. Guarantors shall not be entitled to and hereby waive any and all defenses available to Guarantors, sureties and other secondary parties at law or in equity. Upon CHI's failure to pay as set forth in Paragraph 3 above, in order to hold either or both of the Guarantors liable hereunder, the Settling LDWG Parties need not further demand or resort to payment or performance by CHI or demand or resort to payment from any other person or corporation, their properties or assets or to any security, property or other rights or remedies whatsoever. Settling LDWG Parties shall have the right to enforce this Guaranty irrespective of whether or not legal proceedings or other enforcement efforts against CHI are pending. Without limiting the foregoing, it is understood that repeated and successive demands may be made to either or both of the Guarantors and recoveries may be had hereunder and this Guaranty shall nevertheless

Settlement Agreement and Mutual Release

remain in force and effect and shall apply to each and every subsequent payment obligation under the Settlement Agreement.

7. This Guaranty shall be a continuing, absolute, and unconditional guaranty, and shall remain in full force and effect until all monies guaranteed have been paid in full. Each Guarantor acknowledges that the total amount of CHI's obligation under the Settlement Agreement is unknown at this time and each nevertheless agrees to guaranty the full amount of CHI's obligation whatever it may be.

8. The Settling LDWG Parties, separately or together, may enforce this Guaranty directly against either or both of the Guarantors as set forth in Paragraph 3, whether or not the Settling LDWG Party or Parties are taking or have taken any actions against or with respect to CHI. The failure of Settling LDWG Parties to take any action against CHI shall in no way impair the obligations of Guarantors under this Guaranty.

9. Guarantors hereby acknowledge that (i) each will be benefitted by this Guaranty; (ii) this Guaranty does not violate any other contracts or obligations of the Guarantors and is the legal, valid, and binding obligation of the Guarantors; and (iii) each Guarantor has independently reviewed the facts underlying the anticipated Response Costs under the Consent Decree, made its own assessment thereof, and has not relied upon any representation of the Settling LDWG Parties as to the total amount of Response Costs to which CHI is obligated to contribute.

10. Notices to the Guarantors shall be made by regular US Mail or by email to the following:

Guarantor	Designated Notice Recipient	Co-Recipient of Written Communications
Level 3 Parent LLC	Lumen Legal Department 931 14 th Street, 9 th Floor	Vann Ellerbruch Senior Attorney

Settlement Agreement and Mutual Release

Guarantor	Designated Notice Recipient	Co-Recipient of Written Communications
	Denver, CO 80202 Legalaffairs@Lumen.com	931 14 th Street, 9 th Floor Denver, CO 80202 Vann.Ellerbruch@Lumen.com
Lumen Technologies, Inc.	Lumen Legal Department 931 14 th Street, 9 th Floor Denver, CO 80202 Legalaffairs@Lumen.com	Vann Ellerbruch Senior Attorney 931 14 th Street, 9 th Floor Denver, CO 80202 Vann.Ellerbruch@Lumen.com

11. Each Party to this Guaranty acknowledges that it has been represented by legal counsel, and that each has reviewed, and has had the benefit of legal counsel's advice concerning, all of the terms and conditions of this Guaranty and all of the Work required under the Consent Decree and any estimated total amount of Response Costs.

12. Each Party acknowledges that this Guaranty is the product of informed, arms-length negotiations among the Parties, and if any part of this Guaranty is deemed ambiguous or in conflict, it shall be construed as if it were drafted jointly by all Parties.

13. Each Party represents and warrants that each person who has signed this Guaranty in a representative capacity on that Party's behalf is duly authorized to enter into this Guaranty and to bind the Party on whose behalf he or she is signing.

14. The Parties, and each of them, represent and warrant that the representations made in this Guaranty are true and correct, and that they have the sole right and exclusive authority to execute this Guaranty and to receive the consideration therefor.

15. This Guaranty shall be binding on successors and assigns of the Parties and shall inure to the benefit of each Party's parent companies, subsidiaries, agents, heirs, successors,

Settlement Agreement and Mutual Release

assigns, principals, officers, directors, members, governors, employees, and vessels. This Guaranty shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Guaranty shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not exercise jurisdiction, the Parties agree that any dispute arising under this Guaranty shall be heard in King County Superior Court in Seattle. This Guaranty may be executed in counterparts and by facsimile or portable document format (.pdf) signature, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

DATED: Dec 20, 2024

LUMEN TECHNOLOGIES, INC.

By:



Printed Name: Andrea Genschaw

Its:

Chief Accounting Officer and Controller

Settlement Agreement and Mutual Release

DATED: Dec 20, 2024

LEVEL 3 PARENT LLC

By: Agusluw

Printed Name: Andrea Genschaw

Its: Chief Accounting Officer and Controller

DATED: _____, 2024

THE BOEING COMPANY,

A Settling LDWG Party

By:

Printed Name: _____

Its: _____

DATED: _____, 2024

CITY OF SEATTLE,

A Settling LDWG Party

By:

Printed Name: _____

Its: _____

Settlement Agreement and Mutual Release

DATED: _____, 2024

LEVEL 3 PARENT LLC

By:

Printed Name: _____

Its: _____

DATED: January 9, 2025

THE BOEING COMPANY,

A Settling LDWG Party

By: 

Meredith Weinberg

Printed Name: _____

Counsel (Perkins Coie LLP)

Its: _____

DATED: _____, 2024

CITY OF SEATTLE,

A Settling LDWG Party

By:

Printed Name: _____

Its: _____

Settlement Agreement and Mutual Release

DATED: _____, 2024

KING COUNTY,

A Settling LDWG Party

By:

Printed Name: _____

Its: _____

**SETTLEMENT AGREEMENT REGARDING SHARED ALLOCATION AND
DATABASE COSTS**

This Settlement Agreement Regarding Shared Allocation and Database Costs (“**Allocation Costs Settlement Agreement**”) is entered into by and between the “**Non-LDWG Parties**” (as defined below), on the one hand, and the “**LDWG Parties**” (as defined below), on the other hand. The Non-LDWG Parties and LDWG Parties collectively shall be referred to as the “**Settling Parties**,” and each individually as a “**Settling Party**.” This Allocation Costs Settlement Agreement shall be effective on the date when all Settling Parties have signed this Allocation Costs Settlement Agreement (“**Effective Date**”).

WHEREAS,

A. The Settling Parties engaged in an alternative dispute resolution process called the Duwamish Allocation;

B. The Duwamish Allocation was governed by an agreement called the Alternative Dispute Resolution Memorandum of Agreement (April 2014), and any subsequent amendments thereto (“**Allocation MOA**”);

C. Paragraph 11.2 of the Allocation MOA provided that the LDWG Parties and the Port of Seattle would initially pay half of the “Shared Costs,” as defined in the Allocation MOA (the definition of which is provided below in Paragraph 1.4), and the other half initially would be shared equally by the Non-LDWG Parties;

D. Paragraph 11.3 of the Allocation MOA provided that once the Duwamish Allocation was completed, the parties would reallocate “Shared Costs” to reflect the Final Allocation, as defined in the Allocation MOA. The Settling Parties agree that their Final Allocation shares for this purpose are the shares on the “Participating Parties Plus US” attachment to the Final

***Shared Allocation and Database Costs
Settlement Agreement***

Allocation Report (“**FAR**”) (i.e. FAR Attachment 1). The Settling Parties wish to memorialize the amount of Shared Costs and their reallocation in this Allocation Costs Settlement Agreement; and

E. The parties to the Allocation MOA paid for the costs of a shared document repository and database (“**Database Costs**”). The Settling Parties dispute whether the Database Costs are “Shared Costs,” subject to reallocation under the Allocation MOA, but have decided to settle that dispute in this Allocation Costs Settlement Agreement.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Settling Parties agree as follows:

1. Definitions.

1.1 “**LDWG Parties**” means the City of Seattle, King County and The Boeing Company.

1.2 “**Non-LDWG Parties**” means all other parties to this Allocation Costs Settlement Agreement.

1.3 “**Duwamish Allocation Trust**” means the trust that has handled funds from the parties participating in the Duwamish Allocation and the payments to the Allocator and others. The Trustee is Dan Silver.

1.4 “**Shared Costs**” were defined in the Allocation MOA Paragraph 11.1 as follows:

"Shared Costs" are “costs incurred pursuant to the contract with the Allocator pursuant to Section 4.2 [of the MOA] and any other contract or invoice approved by a majority of the Steering Committee for services related to the Allocation Process. If the Steering Committee determines certain costs should be shared on other than a per capita or Final Participating Party Equitable Share basis, it shall notify the Participating Parties and give them an opportunity to comment before issuing any

***Shared Allocation and Database Costs
Settlement Agreement***

notice of Shared Costs that would contain an adjustment for those costs. Any such determination requires the approval of a majority of the Steering Committee.”

2. Reallocation of Shared Costs.

2.1 The Settling Parties agree that Shared Costs include fees and costs for:

1. The Allocator (John Barkett and others at Shook Hardy Bacon LLP)
2. Axlor Future Cost Estimate
3. Trustee Dan Silver
4. Paralegal Support for Allocation
5. Third Party Support for Mediation
6. Tax Return Accounting

2.2 To effectuate the Settling Parties’ agreement on reallocation of the Shared Costs, the City, which holds the contract with the Trustee, shall direct the Trustee to issue invoices to the following Settling Parties to pay the amounts specified in Column B of Attachment 1 (titled, “Payments and Distributions of Shared Allocation Costs and Database Costs”) into the Duwamish Allocation Trust: The Boeing Company, the City of Seattle, Duwamish Shipyard, Inc., Pharmacia, Continental Can Co./Continental Holdings, Inc., and PACCAR Inc. The Trustee shall also be directed to send invoices to the City of Seattle and The Boeing Company for the amounts in paragraph 3.1. Payments shall be made within thirty (30) days of receipt of the invoice.

2.3 The City will direct Trustee Dan Silver to disburse the payments made pursuant to Paragraph 2.2 to the Settling Parties other than those identified in Paragraph 2.2. Those payments shall be made by Trustee Dan Silver in accordance with the amounts shown in Column C of Attachment 1 (“Distributions of Shared Allocation Costs”) and further payment instructions as stated in Attachment 1.

*Shared Allocation and Database Costs
Settlement Agreement*

3. Settlement of Database Costs.

3.1 The Settling Parties do not agree whether the Database Costs qualify as Shared Costs under the Allocation MOA, and therefore do not agree which part(ies) are responsible for payment of the Database Costs. In order to resolve the dispute over Database Costs, the LDWG Parties shall pay the following amounts, totaling Four Hundred Thousand and 00/100 Dollars (\$400,000):

3.1.1 Boeing: \$214,358.38

3.1.2 City of Seattle: \$125,852.28

3.1.3 King County: \$59,789.34, to be made by way of a \$59,789.34 reduction in the \$180,151.45 amount to be paid to the County, for a net total payment to the County of \$120,362.11, as set forth in Column F of Attachment 1.

These payments are reflected in Column D of Attachment 1 (“Payments of Database Costs.”)

3.2 The City will direct Trustee Dan Silver to disburse the payments made pursuant to Paragraph 3.1 to the Non-LDWG Parties in accordance with Column E in Attachment 1 (“Distributions of Database Costs”) and further payment instructions as stated in Attachment 1.

3.3 The payments to and disbursements by Trustee Dan Silver required by Paragraphs 2.2, 2.3, 3.1, and 3.2 above are combined as shown in Column F in Attachment 1. Parties required to make payments to Trustee Dan Silver under Paragraphs 2.2 and 3.1 are authorized to make a single payment as shown in Column F in Attachment 1. Trustee Dan Silver is authorized to disburse a single payment to each Settling Party entitled to a payment as shown in Column F in Attachment 1.

***Shared Allocation and Database Costs
Settlement Agreement***

- 3.4 The LDWG Parties shall not have responsibility for distribution of the payments made pursuant to Paragraph 3.1 to or among the Non-LDWG Parties, and the Non-LDWG Parties agree that they shall not bring any claims against one or more LDWG Parties or against one another based on the distribution of the payments made pursuant to Paragraph 3.1 to or among Non-LDWG Parties.
- 3.5 The LDWG Parties shall retain copies of the shared database for purposes of complying with their records retention obligations in the Unilateral Administrative Order issued by EPA on July 18, 2024 (Docket No. 10-2024-1077) and the Consent Decree that the Settling Parties may enter into with EPA in the future. The LDWG Parties are not obligated to maintain the documents in a database in a searchable format. The “copy of the shared database” may be in any electronic format that the LDWG Parties deem appropriate. The LDWG Parties shall expeditiously notify the other Settling Parties when they receive an EPA information request for information or records in the database, addressing such notice to the designees according to paragraph 10 of this Allocation Costs Settlement Agreement. Such notice shall include a copy of EPA’s request. The LDWG Parties may disclose the information and records in the database to respond to EPA information requests, provided that the LDWG Parties shall assert that the Mediation Privilege applies to documents that were created for the Allocation, including, but not limited to, responses to the Allocation questionnaire, position papers, expert reports, rebuttals, replies, deposition transcripts, and communications with the Allocator and with one another during the Allocation Process, as described in section 5.1.5.4 of the Allocation MOA, and that the LDWG Parties shall assert applicable privileges or exemptions under federal or

***Shared Allocation and Database Costs
Settlement Agreement***

state law that apply to documents marked as “Confidential Business Information,” “Confidential,” “Proprietary,” or “Business Secret” as described in sections 5.1.5.2 and 5.1.5.3 in the Allocation MOA. If EPA requires disclosure of “Mediation Privileged” documents or documents marked as “Confidential Business Information,” “Confidential,” “Proprietary,” or “Business Secret” as described in sections 5.1.5.2 and 5.1.5.3 of the Allocation MOA, the other Settling Parties may take such action as they deem appropriate. A Settling Party may also communicate with EPA or take action regarding other documents for which EPA seeks disclosure. Further, the provisions in sections 5.1.5.4, 5.1.5.6 and 5.1.5.7 of the Allocation MOA regarding confidentiality and requests for public records continue to apply to the records from the shared database. This paragraph does not obligate the LDWG Parties to provide the Non-LDWG Parties with access to or copies of any records contained in the database at any point in the future. Retention of copies of the shared database by the LDWG Parties is not intended to and will not satisfy the record retention obligations of the Non-LDWG Parties.

4. Final Settlement. This Allocation Costs Settlement Agreement fully and finally resolves all claims the Settling Parties have or could have against each other for reallocation of Shared Costs and Database Costs, whether or not such claims arise under the Allocation MOA or under other contract or law. This Allocation Costs Settlement Agreement contains all of the terms and conditions agreed upon by the Settling Parties relating to Shared Costs and Database Costs. It supersedes any and all prior and contemporaneous agreements, negotiations, correspondence, understandings, and communications between or among the Settling Parties, whether oral or written, respecting Shared Costs and Database Costs.

***Shared Allocation and Database Costs
Settlement Agreement***

5. Counterparts. This Allocation Costs Settlement Agreement may be executed in counterparts or portable document format (.pdf) signature, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.
6. Authority. Each Settling Party represents and warrants that it has the sole right and exclusive authority to execute this Allocation Costs Settlement Agreement and to receive the consideration therefor; and each person who has signed this Allocation Costs Settlement Agreement in a representative capacity on that Settling Party's behalf is duly authorized to enter into this Allocation Costs Settlement Agreement and to bind the Settling Party on whose behalf he or she is signing.
7. Represented By Counsel. Each Settling Party acknowledges that it has been represented by legal counsel, and that each Settling Party has reviewed, and has had the benefit of legal counsel's advice concerning, all of the terms and conditions of this Allocation Costs Settlement Agreement.
8. Ambiguity. Each Settling Party acknowledges that this Allocation Costs Settlement Agreement is the product of informed, arms-length negotiations among the Settling Parties, and if any part of this Allocation Costs Settlement Agreement is deemed ambiguous or in conflict, it shall be construed as if it were drafted jointly by all Settling Parties.
9. Binding Effect. This Allocation Costs Settlement Agreement shall be binding on successors and assigns of the Settling Parties and shall inure to the benefit of each Settling Party's parent companies, subsidiaries, agents, heirs, successors, assigns, principals, officers, directors, members, governors, employees, and vessels.

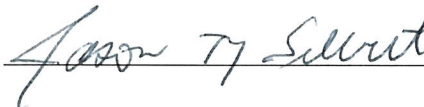
*Shared Allocation and Database Costs
Settlement Agreement*

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.
11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.
12. Governing Law. This Allocation Costs Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Allocation Costs Settlement Agreement shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not exercise jurisdiction, the Settling Parties agree that any disputes arising under this Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the
following Settling Party has executed
this Allocation Costs Settlement
Agreement as of the day and year
indicated below. DATED:

12/29, 2024

Party Name: Ardagh Glass Inc. F.K.A.
Saint Gobain Containers Inc.

Its: 

Printed Name: Jason Ty Sibbitt

Its: Associate General Counsel

***Shared Allocation and Database Costs
Settlement Agreement***

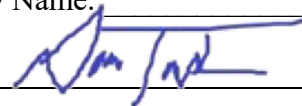
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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December 27, 2024

Party Name: Ash Grove Cement Company
By: 
Printed Name: David M. Toolan
Its: Assistant Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

January 3, 2025

Party Name: Ball Corporation

By: 

Printed Name: Hannah Lim-Johnson

Its: SVP & Chief Legal Officer

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

January 6, 2024

Party Name: Bayer CropScience LP

By: Molly M. Jones

Printed Name: Molly M. Jones

Its: Sr. Asst. General Counsel

*Shared Allocation and Database Costs
Settlement Agreement*

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

1/2, 2025

Party Name: BNSF Railway Company

By: John Lovenburg

Printed Name: John Lovenburg

Its: Vice President Environment & Sustainability

***Shared Allocation and Database Costs
Settlement Agreement***

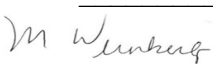
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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

January 9, 2025

Party Name: The Boeing Company
By: 
Printed Name: Meredith Weinberg
Its: Counsel (Perkins Coie LLP)

***Shared Allocation and Database Costs
Settlement Agreement***

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

12/30/24, 2024

Boyer Towing, Inc. and its affiliate,

Party Name: Boyer Logistics, Inc.

By: 

Printed Name: Boyer Halvorsen

Its: President / President

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

Jan. 7, 2025, 2024

Party Name: CenterPoint 8801 Marginal LLC
By: CenterPoint Properties Trust,
it's sole member

By: 

Printed Name: Rick A. Mathews
Senior Vice President, General Counsel

Its: 

Michael Tortorici
Senior Vice President, Treasurer

*Shared Allocation and Database Costs
Settlement Agreement*

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IN WITNESS WHEREOF, the
following Settling Party has executed
this Allocation Costs Settlement
Agreement as of the day and year
indicated below. DATED:

1/17/2025, 2025

Party Name: Chiyoda Corporation

By: _____

Printed Name: Koji Ota

Its: Representative Director,

President & CEO

***Shared Allocation and Database Costs
Settlement Agreement***

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

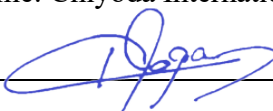
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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

07 January, 2025

Party Name: Chiyoda International Corporation

By: _____

Printed Name: Katsuhiko Jogan

Its: President

*Shared Allocation and Database Costs
Settlement Agreement*

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.
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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

January 3, 2024⁵

Party Name: Conglobal Industries, LLC

By: Paul Kleppetsch

Printed Name: Paul Kleppetsch

Its: VP, General Counsel

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December 23, 2024

Party Name: Continental Holdings, Inc.



By:

Printed Name: Marcy Heronimus

Its: Assistant Secretary

*Shared Allocation and Database Costs
Settlement Agreement*

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.
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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

JAN 6, 2025, 2024

Party Name: 8th Avenue Terminals. Inc.

By: 

Printed Name: Reece Alford

Its: Corporate Secretary

*Shared Allocation and Database Costs
Settlement Agreement*

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IN WITNESS WHEREOF, the
following Settling Party has executed
this Allocation Costs Settlement
Agreement as of the day and year
indicated below. DATED:

JAN 6, 2025, 2024

Party Name: Crowley Marine Services, Inc.

By: 

Printed Name: Reece Alford

Its: Corporate Secretary

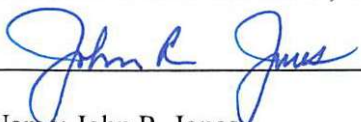
*Shared Allocation and Database Costs
Settlement Agreement*

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December 30,
_____, 2024

Party Name: Delta Marine Industries, Inc.

By: 

Printed Name: John R. Jones

Its: President

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

12/12, 2024

Party Name: Duwamish Shipyard, Inc.

By: 

Printed Name: Kyle McCleary

Its: Secretary/Treasurer

*Shared Allocation and Database Costs
Settlement Agreement*

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IN WITNESS WHEREOF, the
following Settling Party has executed
this Allocation Costs Settlement
Agreement as of the day and year
indicated below. DATED:

1/9/2025, 2024

Party Name: EARLE H. JORGENSEN COMPANY

By: W. J.

Printed Name: WILLIAM A. SMITH JR

Its: VP & SECRETARY

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

January 5, 2025
_____, 2024

Ford Motor Company

Party Name: _____

By: _____

Printed Name: _____

Assistant Secretary
Its: _____

DocuSigned by:



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David J. Witten

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

12 - 23, 2024

Party Name: Fox Ave Building
By: [Signature]
Printed Name: Robert B Cole
Its: member

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below.

Party Name: **GENERAL RECYCLING OF WASHINGTON, LLC; DAVID J. JOSEPH COMPANY; and NUCOR STEEL SEATTLE, INC.**

By: _____

DATED:

Printed Name: Chris Trunck

1/7/2025, 2024

Its: _____

***Shared Allocation and Database Costs
Settlement Agreement***

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

12. Governing Law. This Allocation Costs Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Allocation Costs Settlement Agreement shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not exercise jurisdiction, the Settling Parties agree that any disputes arising under this Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December 30, 2024

Party Name: Glacier Northwest, Inc. and Northwest Aggregates Co.

By: 

Printed Name: Allen Hamblen

Their: President and CEO

***Shared Allocation and Database Costs
Settlement Agreement***

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.
11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.
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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:
January 8, 2025

Hanson Permanente Cement, Inc. (f/k/a
Kaiser Cement Corp.) & its wholly-owned

Party Name: subsidiary Kaiser Gypsum Co., Inc.

By:  Digitally signed by Charles E. McChesney II
DN: cn=Charles E. McChesney II, ou=Three Rivers Management, Inc.,
ou=Hessdellberg Materials US, Inc.,
email=charles.mcchesney@hessdellbergmaterials.com, c=US
Date: 2025.01.08 12:50:45 -05'00'
Unique identifier=9509-9509-9509-9509

Printed Name: Charles E. McChesney II

V. Pres. & Sec., Hanson Permanente Cement, Inc.
Its: V. Pres. & Sec., Kaiser Gypsum Co., Inc.
Chief Legal Counsel, Three Rivers Management, Inc.
agent for Hanson Permanente Cement, Inc. & for Kaiser
Gypsum Co., Inc.
c/o Three Rivers Management, Inc.
600 River Ave, Ste 200
Pittsburgh, PA 15212
(412) 327-8207
charles.mcchesney@trmi.biz
TRMINoticeProvisions@trmi.biz

***Shared Allocation and Database Costs
Settlement Agreement***

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

January 6, 2025

Party Name: Holcim (US) Inc.

By: 

Printed Name: Jodie Earle

Its: Assistant Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

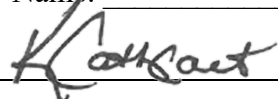
11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

12. Governing Law. This Allocation Costs Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Allocation Costs Settlement Agreement shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not exercise jurisdiction, the Settling Parties agree that any disputes arising under this Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

January 6, 2025

Party Name: Holcim Canada Holdings LLC (f/k/a Lafarge North America)

By: 

Printed Name: Ken Cathcart

Its: Vice President, General Counsel, North America and Assistant Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

12. Governing Law. This Allocation Costs Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Allocation Costs Settlement Agreement shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not exercise jurisdiction, the Settling Parties agree that any disputes arising under this Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

27 DEC 2024, 2024

Party Name: HURLEN CONSTRUCTION COMPANY

By: 

Printed Name: HAROLD L. HURLEN

Its: 27 DEC 2024 PRESIDENT

*Shared Allocation and Database Costs
Settlement Agreement*

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

12. Governing Law. This Allocation Costs Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Allocation Costs Settlement Agreement shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not exercise jurisdiction, the Settling Parties agree that any disputes arising under this Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

January 7, 2025

Party Name: International Paper Company

By: Brian E. Heim

Printed Name: Brian E. Heim

Its: General Counsel, EHS & Sustainability

***Shared Allocation and Database Costs
Settlement Agreement***

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

12. Governing Law. This Allocation Costs Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Allocation Costs Settlement Agreement shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not exercise jurisdiction, the Settling Parties agree that any disputes arising under this Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

January 6, 2025

Party Name: Lafarge PNW Inc.

By: _____

Printed Name: Caitlin Norton

Its: General Counsel and Assistant Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

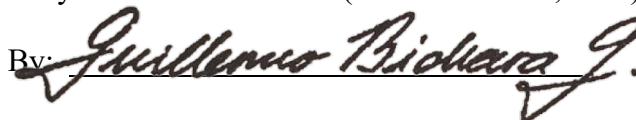
11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

January 8, 2025

Party Name: LINDE INC. (f/k/a PRAXAIR, INC.)

By: 

Printed Name: Guillermo Bichara

Its: Executive Vice President & Chief Legal Officer

Lynden Parties

***Shared Allocation and Database Costs
Settlement Agreement***

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11. No Third-Party Beneficiary. This Allocation Costs Settlement Agreement is for the sole benefit of the Settling Parties and is not for the benefit of, nor may any provision hereof be enforced by, any other person.
12. Governing Law. This Allocation Costs Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Allocation Costs Settlement Agreement shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not exercise jurisdiction, the Settling Parties agree that any disputes arising under this Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Party Name: Alaska Marine Lines, Inc.

By: 

Printed Name: Everett H. Billingslea

Its: Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Party Name: Douglas Management Co.

By: 

Printed Name: Everett H. Billingslea

Its: Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Party Name: Swan Bay Holdings, Inc.

By: 

Printed Name: Everett H. Billingslea

Its: Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.


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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Party Name: Bering Marine Corporation

By: 

Printed Name: Everett H. Billingslea

Its: Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Party Name: 7100 1st Ave., S., Seattle, LLC

By: 

Printed Name: Everett H. Billingslea

Its: Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Party Name: Lynden Incorporated

By: 

Printed Name: Everett H. Billingslea

Its: Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the
following Settling Party has executed
this Allocation Costs Settlement
Agreement as of the day and year
indicated below. DATED:

December, 2024

Party Name: Lynden Services Inc.

By: 

Printed Name: Everett H. Billingslea

Its: Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Party Name: Lynden Marine Leasing LLC, and its Subsidiaries*

By: 

Printed Name: Everett H. Billingslea

Its: Secretary

*see attached

LYNDEN MARINE LEASING, LLC, AND ITS SUBSIDIARIES:

Alaska Provider, LLC;
Alaska Trader, LLC;
Aleutian Trader, LLC;
Anchorage Provider, LLC;
Anchorage Trader, LLC;
Arctic Bear, LLC;
Arctic Gull, LLC;
Arctic Provider, LLC;
Baranof Provider, LLC;
Bering Trader LLC;
Chatham Provider, LLC;
Chichagof Provider, LLC;
Cordova Provider, LLC;
Fairbanks Provider, LLC;
Greta, LLC;
Hawaii Trader, LLC;
Ivan, LLC;
Kamakani, LLC;
Kenai Trader, LLC;
Koyukuk, LLC;
Krystal Sea, LLC;
Kuskokwim Trader, LLC;
Marine Boneyard, LLC;
Naknek Trader LLC;
Nunaniq, LLC;
Pacific Trader, LLC;
Polar Cloud, LLC;
Polar Endurance, LLC;
Polar King, LLC;
Polar Trader, LLC;
Polar Viking, LLC;
Polar Wind, LLC;
Rampart, LLC;
Sam M. Taalak, LLC;
Skagway Provider, LLC;
Southeast Provider, LLC;
Spencer Brewer, LLC;
Stickeen, LLC;
Stikine Provider, LLC;
Taku Provider, LLC;
Togiak Trader, LLC;
Tongass Provider, LLC;
Westward Trader, LLC;
Whittier Provider, LLC; and
Yukon Trader, LLC.

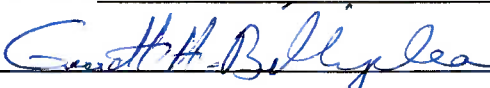
***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Party Name: Knik Construction, Co., Inc.

By: 

Printed Name: Everett H. Billingslea

Its: Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the
following Settling Party has executed
this Allocation Costs Settlement
Agreement as of the day and year
indicated below. DATED:

December, 2024

Party Name: 5600 W. Marginal Way, SW, Seattle, LLC

By: 

Printed Name: Everett H. Billingslea

Its: Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

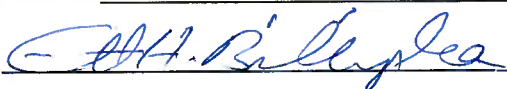
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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Party Name: 5615 W. Marginal Way, SW, Seattle, LLC

By: 

Printed Name: Everett H. Billingslea

Its: Secretary

*Shared Allocation and Database Costs
Settlement Agreement*

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Party Name: Lynden Transport, Inc.

By: Paul A. Grimaldi

Printed Name: Paul A. Grimaldi

Its: President

***Shared Allocation and Database Costs
Settlement Agreement***

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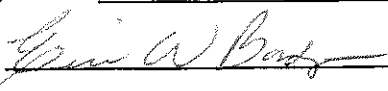
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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Party Name: LTI, Inc.

By: 

Printed Name: Eric Badger

Its: President

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Northland Services, Inc. on behalf of
Jore Marine Services, Inc., a dissolved

Party Name: corporation

By: 

Printed Name: Oliver Zidek

Its: General Manager

***Shared Allocation and Database Costs
Settlement Agreement***

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12. Governing Law. This Allocation Costs Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to choice of law rules. Any claim to enforce this Allocation Costs Settlement Agreement shall be brought in the United States District Court for the Western District of Washington. In the event the United States District Court for the Western District of Washington cannot or does not exercise jurisdiction, the Settling Parties agree that any disputes arising under this Allocation Costs Settlement Agreement shall be heard in King County Superior Court in Seattle.

Northland Services, Inc. on Behalf of
Naknek Barge Lines, a dissolved company

IN WITNESS WHEREOF, the
following Settling Party has executed
this Allocation Costs Settlement
Agreement as of the day and year
indicated below. DATED:

Party Name: _____

By: _____

Printed Name: Oliver Zidek

December, 2024

Its: General Manager

***Shared Allocation and Database Costs
Settlement Agreement***

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December, 2024

Party Name: Northland Services, Inc.

By: 

Printed Name: Oliver Zidek

Its: General Manager

End of Lynden Parties

*Shared Allocation and Database Costs
Settlement Agreement*

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December 23, 2024

Party Name: Manson Construction Co.

By: 

Printed Name: John A. Holmes

Its: President

***Shared Allocation and Database Costs
Settlement Agreement***

10. Notice. Unless a different individual has been designated in writing by a Settling Party, any and all communication intended for them shall be directed to the designees of Settling Parties as indicated in Attachment 2 to this Allocation Costs Settlement Agreement.

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

January 6, ~~2024~~
2025

Party Name: Northwest Container Services, Inc.

By: 

Printed Name: Patrick J. Shea

Its: Executive Vice President, General Counsel and Secretary

*Shared Allocation and Database Costs
Settlement Agreement*

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

January 7, 2024

Party Name: PACCAR Inc

By: 

Printed Name: Michael K. Walton

Its: Vice President and General Counsel

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the
following Settling Party has executed
this Allocation Costs Settlement
Agreement as of the day and year
indicated below. DATED:

_____, 2024

Party Name: Pharmacia LLC

By: Molly M. Jones

Printed Name: Molly M. Jones

Its: Sr. Assistant General Counsel

*Shared Allocation and Database Costs
Settlement Agreement*

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IN WITNESS WHEREOF, the
following Settling Party has executed
this Allocation Costs Settlement
Agreement as of the day and year
indicated below. DATED:

December 19th, 2024

Party Name: Puget Sound Energy, Inc.

By: Lorna Luebbe

Printed Name: Lorna Luebbe

Its: Sr VP General Counsel & Chief Sustainability Officer

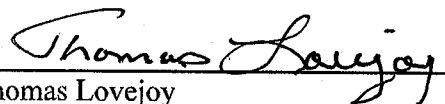
***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

12/23/2024, 2024

FOR: PSFL Leasing, Inc. (formerly known as Puget Sound Truck Lines, Inc.), a dissolved corporation, pursuant to RCW 23B.14.050(1)


Name: Thomas Lovejoy
Title: Former Chairman

All reallocation payments to PSFL Leasing, Inc. (formerly known as Puget Sound Truck Lines, Inc.), shall be made to its insurers.

*Shared Allocation and Database Costs
Settlement Agreement*

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

1/3/2025
_____, 2024

Party Name: S&JA Hale Family Limited Partnership

By: Signed by:


11B0D8A141DE4B3
Printed Name: Kristine Shimmin

Its: Co-Personal Representative Estate of Jo Ann Hale

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

6 Jan 2025, 2024

Party Name: SeaTac Marine Properties
By: Walter R. Seay
Printed Name: Walter R. Seay
Its: President

*Shared Allocation and Database Costs
Settlement Agreement*

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

16 Jan 2025, 2024

Party Name: SeaTite Marine Services

By: Walter R. Seay

Printed Name: Walter R. Seay

Its: President

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

1/6/2025, ~~2024~~

Party Name: SEATTLE BOILERWORKS INC

By: 

Printed Name: CRAIG HOPKINS

Its: PRESIDENT

*Shared Allocation and Database Costs
Settlement Agreement*

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

December 30, 2024

Party Name: SEATTLE IRON & METALS CORP
By: [Signature]
Printed Name: ALAN SIDELL
Its: PRESIDENT

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

12/27/, 2024

Party Name: Silver Bay Logging, Inc.

By: Betty Buhler

Printed Name: Betty Buhler

Its: Secretary

***Shared Allocation and Database Costs
Settlement Agreement***


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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below.

Party Name: **South Park Marina Limited Partnership***

By: 

Printed Name: Guy Crow

DATED: 1/2/2025, 2024

Its: General Partner and Limited Partner

*shown in Attachment 1 as "South Park Marina, L.P."

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

January 6, 2025

Party Name: SURPLUS ITEMS INC.

By:

Printed Name: Lisa McCormick

Its:

Assistant Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

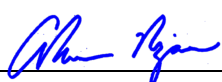
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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:
January 2, 2025

Party Name: Washington State Department of Transportation

By: 

Printed Name: Ahmer Nizam

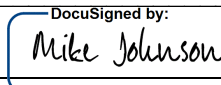
Its: Director of Environmental Services

***Shared Allocation and Database Costs
Settlement Agreement***

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

1/6/2025, 2024

Party Name: Wells Fargo Bank, N.A.
By: 
Printed Name: Mike Johnson
Its: Assistant General Counsel | Executive Director

*Shared Allocation and Database Costs
Settlement Agreement*

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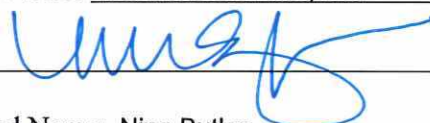
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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

Jan. 6, 2024 15

Party Name: WestRock Services, LLC

By:  _____

Printed Name: Nina Butler

Its: Vice President and Senior EHS Counsel – North America

*Shared Allocation and Database Costs
Settlement Agreement*

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED:

Jan. 6, 2024 5

WestRock Longview, LLC (f/k/a Longview Fibre Paper and

Party Name: Packaging, Inc.)

By: _____

Printed Name: Nina Butler

Its: Vice President and Senior EHS Counsel – North America

*Shared Allocation and Database Costs
Settlement Agreement*

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IN WITNESS WHEREOF, the following Settling Party has executed this Allocation Costs Settlement Agreement as of the day and year indicated below. DATED: 1/7/2025, 2024

Party Name: Weyerhaeuser Company and its wholly-owned subsidiary, Weyerhaeuser NR Company

By: 

Printed Name: Kristy T. Harlan

Its: SVP, General Counsel & Corporate Secretary

***Shared Allocation and Database Costs
Settlement Agreement***

Attachment 1

Total Distributions
\$3,183,835.32

Total Distributions
\$3,183,835.32

Page 10

***Shared Allocation and Database Costs
Settlement Agreement***

Attachment 2

Attachment 2

Notice Recipients

The LDWG Settling Parties and the Cash-Out Settling Parties will provide changes or updates to their respective notice recipients as necessary.

Settling Party	Designated Notice Recipient	Co-Recipient of Written Communications
Ardagh Glass Inc. F.K.A. Saint-Gobain Containers Inc.	Jason Ty Sibbitt Associate General Counsel Ardagh Glass Inc. 10194 Crosspoint Blvd., #410 Indianapolis, IN 46256 (765) 702-5083 Ty.Sibbitt@ardaghgroup.com	E. Sean Griggs Barnes & Thornburg LLP 11 South Meridian Street Indianapolis, IN 46204 (317) 231-7793 Sean.Griggs@btlaw.com
Ash Grove Cement Company	Chintan Amin, Deputy General Counsel CRH Americas, Inc. 900 Ashwood Parkway, Suite 600 Atlanta, GA 30338 (470) 618-1948 chintan.amin@crh.com	Joshua M. Lipsky Cascadia Law Group PLLC 1201 Third Avenue, Suite 320 Seattle, WA 98101 (206) 292-2633 jlipsky@cascadialaw.com
Ball Corporation	Andrew Gomez, General Attorney Ball Corporation 9200 W. 108th Circle Westminster, CO 80021 (720) 614-1006 andrew.gomez@ball.com	Katie Gannon Bressler, Amery & Ross P.S. 325 Columbia Turnpike Florham Park, NJ 07932 (973) 937-6726 kgannon@bressler.com
Bayer CropScience Inc.	Mark Bowers, Senior Remediation Manager Bayer U.S. LLC 800 N. Lindbergh Blvd. St. Louis, MO 63167 (919) 762-6165 mark.bowers@bayer.com	Connie Sue Martin Schwabe, Williamson & Wyatt, P.C. 1420 Fifth Avenue, Suite 3400 Seattle, WA 98101 (206) 407-1556 csmartin@schwabe.com
BNSF Railway Company	Shane DeGross BNSF Railway Company Attn: Asst. Director of Remediation 605 Puyallup Avenue Tacoma, WA 98421 (253) 591-2567 Shane.DeGross@bnsf.com	Brooke Kuhl, Senior General Attorney BNSF Railway Company 101 International Drive Missoula, MT 59808 (406) 256-4293 Brooke.kuhl@bnsf.com

***Shared Allocation and Database Costs
Settlement Agreement***

Settling Party	Designated Notice Recipient	Co-Recipient of Written Communications
The Boeing Company	Steve Rusak, Chief Counsel Environment Health and Safety Law Group, Law Department The Boeing Company P. O. Box 3707 MC 11-XT Seattle, WA 98124-2207 (425) 865-1074 Steven.E.Rusak@Boeing.com	Meredith Weinberg Perkins Coie LLP 1201 Third Avenue, Suite 4900 Seattle, WA 98101-3099 (206) 359-3229 MWeinberg@perkinscoie.com
Boyer Towing, Inc. / Boyer Logistics, Inc. / Boyer Halvorsen / Kirsten Halvorsen Stahl / Maia Halvorsen	Boyer Halvorsen 7318 Fourth Avenue South Seattle, WA 98108 (206) 763-8696 boyer@bovertowing.com	Kim Maree Johannessen Johannessen & Associates, P.S. 5413 Meridian Ave N., Suite B Seattle, WA 98103 (206) 632-2000 / (206) 471-2361 kmj@johanassocs.com
Centerpoint 8801 Marginal LLC	Rick Mathews, General Counsel 1808 Swift Drive Oak Brook, IL 60523	John T. (JT) Cooke Houlihan Law PC 100 N. 35th Street Seattle, WA 98103 (253) 722-8267 jt@houlihan-law.com
Chiyoda International Corporation / Chiyoda Corporation	Clark J. Davis (primary notice recipient) Davis Law Office, PLLC 7191 Wagner Way NW, Suite 202 Gig Harbor, WA 98335 (253) 858-9422 cdavis@cjd-law.com	Evan Marcos Chiyoda Corporation Minato Mirai Grand Central Tower, 24th Floor 4-6-2, Minatomirai, Nishi-ku Yokohama 220-8765 Japan (81) 45-274-9382 marcos.dana_evan@chiyodacorp.com
City of Seattle	Laura Wishik, Assistant City Attorney Seattle City Attorney's Office 701 5th Avenue, Suite 2050 Seattle, WA 98104 (206) 684-8199 Laura.Wishik@seattle.gov	Megan Joplin, Assistant City Attorney Seattle City Attorney's Office 701 5th Avenue, Suite 2050 Seattle, WA 98104 (206) 615-0885 Megan.Joplin@seattle.gov
ConGlobal Industries LLC	Paul Kleppetsch, General Counsel ConGlobal Industries LLC 8205 S. Cass Avenue, Suite 115 Darien, IL 60561 (708) 225-9846 pkleppetsch@conglobal.com	Houlihan Law PC Attn: John T. (JT) Cooke 100 N. 35th Street Seattle, WA 98103 (253) 722-8267 jt@houlihan-law.com

***Shared Allocation and Database Costs
Settlement Agreement***

Settling Party	Designated Notice Recipient	Co-Recipient of Written Communications
Continental Holdings, Inc.	Marcy Heronimus Assistant Secretary 931 14th Street, 9th Floor Denver, CO 80202	David L. Isabel Trenk Isabel Siddiqi & Shahdanian P.C. 290 W. Mt. Pleasant Avenue Suite 2370 Livingston, NJ 07039 (973) 533.1000 disabel@trenkisabel.law
Crowley Marine Services, Inc. / 8th Avenue Terminals, Inc.	Reece Alford Corporate Secretary Crowley Maritime Corporation 9487 Regency Square Blvd. Jacksonville, FL 32225 (904) 727-1978 reece.alford@crowley.com	Reece Alford, Corporate Secretary Crowley Maritime Corporation 9487 Regency Square Blvd. Jacksonville, FL 32225 (904) 727-1978 reece.alford@crowley.com <i>and</i> Joshua M. Lipsky Cascadia Law Group PLLC 1201 Third Avenue, Suite 320 Seattle, WA 98101 (206) 292-2633 jlipsky@cascadialaw.com
Delta Marine Industries, Inc.	Michelle Jones Delta Marine Industries, Inc. 1608 S. 96th Street Seattle, WA 98108 (206) 763-2383 mjones@deltamarine.com	Clark J. Davis Davis Law Office, PLLC 7191 Wagner Way NW, Suite 202 Gig Harbor, WA 98335 (253) 858-9422 cdavis@cjd-law.com
Duwamish Shipyard, Inc.	Kyle McCleary Duwamish Shipyard, Inc. P. O. Box 13368 Des Moines, WA 98198 (206) 767-4880 kylem@duwamishshipyard.com	Kim Maree Johannessen Johannessen & Associates, P.S. 5413 Meridian Ave N., Suite B Seattle, WA 98103 (206) 632-2000 / (206) 471-2361 kmj@johanassocs.com
Earle M. Jorgensen Company	Ash Botros Earle M. Jorgensen Company 10650 Alameda Street Lynwood, CA 90262 abotros@emjmetals.com	Scott H. Reisch Hogan Lovells US LLP 1601 Wewatta Street, Suite 900 Denver, CO 80202 (303) 899-7355 scott.reisch@hoganlovells.com William A. Smith II c/o Reliance Steel & Aluminum Co. 55 S. Lake Avenue, Suite 500 Pasadena, CA 91101 will.smith@rsac.com

***Shared Allocation and Database Costs
Settlement Agreement***

Settling Party	Designated Notice Recipient	Co-Recipient of Written Communications
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Fox Avenue Building, LLC	Robert Code Fox Avenue Building, LLC 6900 Fox Avenue South Seattle, WA 98108 (206) 382-6334 bobc@CascadeColumbia.com	Alexandra Kleeman Hillis Clark Martin & Peterson P.S. 999 Third Avenue, Suite 4600 Seattle, WA 98104 (206) 470-7697 alexandra.kleeman@hcmp.com
General Recycling of Washington, LLC / David J. Joseph Company / Nucor Steel Seattle, Inc.	Greg Murphy Patrick Jablonski General Recycling of Washington, LLC 2424 SW Andover Street Seattle, WA 98106 (704) 366-7000 greg.murphy@nucor.com pat.jablonski@nucor.com	Christopher J. Esbrook Michael Kozlowski América A. Guzmán Esbrook P.C. 321 N. Clark Street, Suite 1930 Chicago, IL 60654 (312) 319-7681 christopher.esbrook@esbrook.com michael.kozlowski@esbrook.com america.guzman@esbrook.com
Glacier Northwest, Inc. / Northwest Aggregates Co.	Pete Stoltz, Sr. Manager Permitting & Government Affairs Glacier Northwest, Inc. 3450 S. 344th Way, Suite 201 Federal Way, WA 98001 (206) 764-3036 pstoltz@calportland.com	Deborah Murphey, Associate General Counsel CalPortland Company 2025 E. Financial Way Glendora, CA 91741 (626) 852-6293 dmurphey@calportland.com
Hanson Permanente Cement, Inc. (fka Kaiser Cement Corporation) & Kaiser Gypsum Co., Inc.	Charles E. McChesney II Vice President & Secretary Hanson Permanente Cement, Inc. & Kaiser Gypsum Co., Inc. c/o Three Rivers Management, Inc. 600 River Ave., Ste. 200 Pittsburgh, PA 15212 412-208-8839(o);412-327-8207(m) Charles.mcchesney@trmi.boz trminoticeprovisions@heidelbergmaterials.com	Jeff C. Miller Miller Nash LLP 1140 SW Washington Street, Suite 700 Portland, OR 97205 (503) 205-2542 Jeff.Miller@MillerNash.com

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Settling Party	Designated Notice Recipient	Co-Recipient of Written Communications
Harald Hurlen / Hurlen Construction Co. / Hurlen Logistics, LLC / Six Twenty South Logistics, LLC / Six Fourteen South Logistics, LLC	Harald Hurlen 2505 School Street Solvang, CA 93463-9754 (206) 856-9987 hlhurlen@gmail.com	Alexandra Kleeman Hillis Clark Martin & Peterson P.S. 999 Third Avenue, Suite 4600 Seattle, WA 98104 (206) 470-7697 alexandra.kleeman@hcmp.com
Holcim (US) Inc. and its wholly-owned subsidiary, Surplus Items Inc.	Jodie Earle, Director, Litigation & Assistant Secretary Holcim (US) Inc. 6211 N. Ann Arbor Road Dundee, MI 48131 (734) 529-4360 Jodie.Earle@lafargeholcim.com	Paula Jantzen Ryan Whaley PLLC 400 North Walnut Avenue Oklahoma City, OK 73104 (405) 239-6040 pjantzen@ryanwhaley.com
International Paper Company	Brian E. Heim, General Counsel EHS & Sustainability International Paper 6500 Poplar Avenue Memphis, TN 38197 (901) 419-3824 Brian.heim@ipaper.com	
King County	Jeff Stern King County Wastewater Treatment Division KSC-NR-0512 201 S. Jackson Street Seattle, WA 98104-3855 (206) 477-5479 Jeff.Stern@kingcounty.gov	Kristie Elliott King County Prosecuting Attorney's Office 701 Fifth Avenue, Suite 600 Seattle, WA 98104 (206) 477-6758 Kristie.Elliott@kingcounty.gov
Lafarge North America Inc. n/k/a Holcim Canada Holdings LLC and Lafarge PNW Inc.	Kevin McNab Jonathan Hall Daniel Waldron Stephane Voysey Lafarge PNW Inc. 5400 West Marginal Way S.W. Seattle, WA 98106 (206) 937-8025 Kevin.McNab@Lafargeholcim.com Jonathan.Hall@Lafargeholcim.com Daniel.Waldron@Lafargeholcim.com Stephane.Voysey@Lafarge.com	Jodie Earle Holcim Canada Holdings LLC 6211 N. Ann Arbor Road Dundee, MI 48131 (734) 529-4360 Jodie.Earle@Holcim.com

***Shared Allocation and Database Costs
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Settling Party	Designated Notice Recipient	Co-Recipient of Written Communications
Linde Inc. (f/k/a Praxair, Inc.)	Sanaa Almarayai, Manager, Legal Services Linde Inc. 10 Riverview Drive Danbury, CT 06810 (203) 837-2046 sanaa.almarayati@linde.com	Evynn M. Overton Beveridge & Diamond P.C. 201 N. Charles Street, Suite 2210 Baltimore, MD 21201 (410) 230-1300 eovert@bdlaw.com
"Lynden Parties": Alaska Marine Lines, Inc. / Knik Construction Co., Inc. / 5600 W. Marginal Way, SW, Seattle, LLC / 5615 W. Marginal Way, SW, Seattle, LLC / Lynden Transport, Inc. / LTI, Inc. / Douglas Management Co. / Swan Bay Holdings, Inc. / Bering Marine Corporation / 7100 1st Ave S, Seattle, LLC / Lynden Incorporated / Northland Services, Inc. / Naknek Barge Lines, LLC (a dissolved corporation) / Northland Services, Inc. on behalf of Jore Marine Services, Inc. (a dissolved corporation) / Lynden	Everett Billingslea 18000 International Blvd. Seattle, WA 98188 (206) 439-5490 ehb@lynden.com notices@lynden.com	Tisha Pagalilauan Cascadia Law Group 1201 Third Avenue, Suite 320 Seattle, WA 98101 (206) 292-6300 tpagalilauan@cascadialaw.com

***Shared Allocation and Database Costs
Settlement Agreement***

Settling Party	Designated Notice Recipient	Co-Recipient of Written Communications
<p>Services, Inc. / Lynden Marine Leasing, LLC and its subsidiaries:</p> <ul style="list-style-type: none"> • Alaska Provider, LLC; • Alaska Trader, LLC; • Aleutian Trader, LLC; • Anchorage Provider, LLC; • Anchorage Trader, LLC; • Arctic Bear, LLC; • Arctic Gull, LLC; • Arctic Provider, LLC; • Baranof Provider, LLC; • Bering Trader LLC; • Chatham Provider, LLC; • Chichagof Provider, LLC; • Cordova Provider, LLC; • Fairbanks Provider, LLC; • Greta, LLC; • Hawaii Trader, LLC; • Ivan, LLC; • Kamakani, LLC; • Kenai Trader, LLC; • Koyukuk, LLC; • Krystal Sea, LLC; • Kuskokwim Trader, LLC; • Marine Boneyard, LLC; • Naknek Trader LLC; • Nunaniq, LLC; • Pacific Trader, LLC; • Polar Cloud, LLC; • Polar Endurance, LLC; • Polar King, LLC; • Polar Trader, LLC; • Polar Viking, LLC; • Polar Wind, LLC; • Rampart, LLC; • Sam M. Taalak, LLC; • Skagway Provider, LLC; 	<p style="text-align: center;"><i>Page 18</i></p>	

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Settling Party	Designated Notice Recipient	Co-Recipient of Written Communications
<ul style="list-style-type: none"> • Southeast Provider, LLC; • Spencer Brewer, LLC; • Stickeen, LLC; • Stikine Provider, LLC; • Taku Provider, LLC; • Togiak Trader, LLC; • Tongass Provider, LLC; • Westward Trader, LLC; • Whittier Provider, LLC; and • Yukon Trader, LLC 		
Manson Construction Co., 5055 Properties, LLC, Manson Holding Co., Manson International, Inc.	John D. Heckel Assistant Secretary Manson Construction Co. 5209 E. Marginal Way S. Seattle, WA 98134 (206) 764-8531 jheckel@mansonconstruction.com	Douglas Steding Managing Partner Northwest Resource Law PLLC 71 Columbia Street, Suite 325 Seattle, WA 98104 (206) 971-1567 dsteding@nwresourceclaw.com
Northwest Container Services, Inc.	Patrick J. Shea, Executive Vice President, General Counsel and Secretary Northwest Container Services, Inc. 3 Waterway Square Place, Suite 110 The Woodlands, TX 77380 (832) 442-2274 Patrick.Shea@WasteConnections.com	Erika H. Spanton Beveridge & Diamond P.C. 600 University Street, Suite 601 Seattle, WA 98101 (206) 315-3025 espanton@bdlaw.com
PACCAR Inc	<p>Brian Haderlie PACCAR Inc 777 106th Avenue NE Bellevue, WA 98004 (425) 468-7055 Brian.Haderlie@PACCAR.com</p> <p><i>and</i></p> <p>PACCAR INC Attn: Law Department 777 106th Avenue NE Bellevue, WA 98004</p>	<p>Andy F. Rigel Hillis Clark Martin & Peterson P.S. 999 Third Avenue, Suite 4600 Seattle, WA 98104 (206) 470-7643 andy.rigel@hcmp.com</p>

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Settling Party	Designated Notice Recipient	Co-Recipient of Written Communications
Pharmacia LLC (fka Monsanto Company)	Molly M. Jones, Senior Assistant General Counsel Bayer U.S. LLC 800 N. Lindbergh Blvd. St. Louis, MO 63167 (314) 304-5046 molly.jones@bayer.com	Connie Sue Martin Schwabe, Williamson & Wyatt, P.C. 1420 Fifth Avenue, Suite 3400 Seattle, WA 98101 (206) 407-1556 csmartin@schwabe.com
PSFL Leasing, Inc. (formerly known as Puget Sound Truck Lines, Inc.), a dissolved corporation, pursuant to RCW 23B.14.050(1)	Thomas Lovejoy, Former Chairman 10700 NE 4th Street, Unit 3414 Bellevue, WA 98004 (206) 387-0023 pslovejoy@aol.com	Patrick M. Paulich Betts Patterson & Mines, P.S. 701 Pike Street, Suite 1025 Seattle, WA 98101-3915 (206) 268-8651 ppaulich@bpmlaw.com
Puget Sound Energy, Inc.	Lorna Luebbe, General Counsel / SVP Chief Sustainability Officer Puget Sound Energy P. O. Box 97034 Bellevue, WA 98009-9734 (425) 462-3031 lorna.luebbe@pse.com <i>and</i> Sara Leverette, Director Environmental Program Services Assistant General Counsel Puget Sound Energy P.O. Box 97034 Bellevue, WA 98009-9734 (503) 381-0281 sara.leverette@pse.com <i>and</i> Mary Mitchener, Manager Environmental Services Puget Sound Energy P. O. Box 97034 Bellevue, WA 98009-9734 (206) 369-3132 mary.mitchener@pse.com	Courtney Seim Seyfarth Shaw LLP 999 Third Avenue, Suite 4700 Seattle, WA 98104-4041 (206) 946-4913 cseim@seyfarth.com
S&JA Hale Family Limited Partnership	Kristine Shimmin, Owner S&JA Hale Family Limited Partnership 4312 Muirwood Drive Pleasanton, CA 94588 (925) 998-6469 hb.kris@gmail.com	Jeffrey Bilanko Carroll, Biddle & Bilanko, PLLC 411 W. Mercer Street Seattle, WA 98119 (206) 338-1496 / (206) 450-1181 jbilanko@cbblegal.com

***Shared Allocation and Database Costs
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Settling Party	Designated Notice Recipient	Co-Recipient of Written Communications
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Seattle Boiler Works, Inc. / Frank H. Hopkins Family, LLC / Frederick J. Hopkins Family, LLC	Craig Hopkins 500 S. Myrtle Street Seattle, WA 98101	John J. Houlihan Jr. / John T. Cooke Houlihan Law PC 100 N. 35th Street Seattle, WA 98103 (206) 547-5052 / (206) 547-1075 john@houlihan-law.com jt@houlihan-law.com
Seattle Iron & Metals Corporation / The Shalmar Group, LLC / Shalmar 08, LLC / Simco Properties, LLC	Alan Sidell 601 S. Myrtle Street Seattle, WA 98108 (206) 682-0040 asidell@seairon.com	Alexandra Kleeman Hillis Clark Martin & Peterson P.S. 999 Third Avenue, Suite 4600 Seattle, WA 98104 (206) 470-7697 alexandra.kleeman@hcmp.com
Silver Bay Logging Inc.	Betty Buhler, Secretary P. O. Box 270 Kelso, WA 98626-0023 (206) 715-4355 betbuhler@aol.com	Laura Maffei Cable Huston LLP 1455 SW Broadway, Suite 1500 Portland, OR 97201-3412 (503) 224-3092 lmaffei@cablehuston.com
South Park Marina Limited Partnership	Guy Crow South Park Marina Limited Partnership 8604 Dallas Avenue South Seattle, WA 98108 (206) 762-3880 Crow45@aol.com	Thomas D. Adams Karr Tuttle Campbell 701 Fifth Avenue, Suite 3300 Seattle, WA 98104 (206) 224-8026 tadams@karrtuttle.com

***Shared Allocation and Database Costs
Settlement Agreement***

Settling Party	Designated Notice Recipient	Co-Recipient of Written Communications
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Wells Fargo Bank, N.A.	<p>Mike Johnson, Assistant General Counsel Wells Fargo Legal Department 90 S. 7th Street, 16th Floor Minneapolis, MN 55402 (612) 316-0744 Mike.Johnson@wellsfargo.com</p>	<p>Thomas M. Donnelly Daniel L. Corbett Jones Day 555 California Street, 26th Floor San Francisco, CA 94104 (415) 626-3939 tmdonnelly@jonesday.com dcorbett@jonesday.com</p>
WestRock Longview, LLC (f/k/a Longview Fibre Paper and Packaging, Inc.) / WestRock Services, LLC	<p>Nina Butler, Vice President and Senior EHS Counsel – North America Smurfit WestRock 1000 Abernathy Road NE Atlanta, GA 30328 (770) 326-8130 nina.butler@smurfitwestrock.com</p>	<p>David C. Weber, Principal Beveridge & Diamond, PC 600 University Street, Suite 1601 Seattle, WA 98101 (206) 315-4800 / (206) 315-4811 dweber@bdlaw.com</p>
Weyerhaeuser Company and its wholly-owned subsidiary, Weyerhaeuser NR Company	<p>Weyerhaeuser Company Attn: Law Department 220 Occidental Avenue South Seattle, WA 98104 (206) 539-4359 Zach.Hiatt@weyerhaeuser.com</p> <p><i>and</i></p> <p>Weyerhaeuser Company Attn: Luke Thies 105 Mills Drive Columbia Falls, MT 59912 (406) 897-8010 Luke.Thies@weyerhaeuser.com</p>	<p>Jeff C. Miller Miller Nash LLP 1140 SW Washington Street, Suite 700 Portland, OR 97205 (503) 205-2542 Jeff.Miller@MillerNash.com</p>



Legislation Text

File #: CB 120956, **Version:** 1

CITY OF SEATTLE

ORDINANCE _____

COUNCIL BILL _____

AN ORDINANCE relating to the regulation of after-hours nightlife lounges; defining after-hours nightlife lounges; establishing operational and safety requirements for such businesses; describing enforcement mechanisms; and adding a new Chapter 10.10 to the Seattle Municipal Code.

WHEREAS, Donald “Donnie” Chin, the director of the International District Emergency Center was shot and killed at approximately 3 a.m. on July 23, 2015, while trying to protect his community from shootings and fight disturbances connected to after-hours nightlife activity in the International District; and

WHEREAS, Nadia Kassa, Jonathan Bishu, and Trevis Bellard were killed and six more were injured at approximately 4:30 a.m. on August 19, 2023, in a shooting at an after-hours nightlife lounge on Rainier Avenue South; and

WHEREAS, Francisco Escatell was killed at approximately 3 a.m. on August 17, 2024, in a shooting inside of an after-hours nightlife lounge in the SODO neighborhood; and

WHEREAS, over the past decade, there have been dozens of shootings and homicides that have occurred in connection with after-hours nightlife lounges that operate between the hours of 2 a.m. and 6 a.m.; and

WHEREAS, the Seattle Police Department reports that nightlife-related shootings, particularly in connection with after-hours nightlife lounges, account for over ten percent of all shootings in the City; and

WHEREAS, some of these after-hours nightlife lounges reportedly serve alcohol without a liquor license from the Washington State Liquor and Cannabis Board; and

WHEREAS, The City of Seattle regulates businesses as an exercise of its police power to protect and preserve the public peace, health, safety, and welfare; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. A new Chapter 10.10 is added to the Seattle Municipal Code as follows:

Chapter 10.10 AFTER-HOURS NIGHTLIFE LOUNGES

10.10.010 Definitions

For the purposes of this Chapter 10.10:

“After-hours nightlife lounge” means a business, nonprofit, or club establishment open between the hours of 2 a.m. and 6 a.m. and whose purposes in those hours include socializing and either smoking or dancing. “After-hours nightlife lounge” does not include businesses whose principal purpose between the hours of 2 a.m. and 6 a.m. is operating as a restaurant; businesses with an all-ages dance license issued under Chapter 6.295; businesses with an adult entertainment premises license issued under Chapter 6.270; or theater and spectator sports facilities as defined in Section 23.84A.010.

"Director" means the Director of Finance and Administrative Services.

“Liquor” has the same meaning as in chapter 66.04 RCW.

“Restaurant” means a food business with an active permit from Public Health - Seattle & King County that operates at the same location for more than 21 consecutive days.

"Written safety plan" means a written document produced by an after-hours nightlife lounge operator that includes at minimum the following information about the lounge:

1. The number and location of all security personnel;
2. The after-hours nightlife lounge’s identification checking and patron search procedures;
3. Procedures for ensuring that only persons 21 years or older are served alcohol;
4. The after-hours nightlife lounge’s procedures for handling violent incidents, other emergencies, and calling the Seattle Police Department;
5. A description of the training provided or completed by security and other personnel, including conflict de-escalation training;

6. The after-hours nightlife lounge's procedures for crowd control and preventing overcrowding; and

7. Current contact information for the person or position responsible for addressing safety, security, or City Code related complaints by patrons or neighborhood residents.

10.10.020 General provisions

A. No after-hours nightlife lounge may:

1. Operate without a valid liquor license with an extended hours added activity issued pursuant to chapter 66.24 RCW;

2. Be open between 6 a.m. and 10 a.m.;

3. Sell, give, or otherwise supply liquor to any person between the hours of 2 a.m. and 6 a.m.; or

4. Allow the consumption of liquor on the premises between the hours of 2 a.m. and 6 a.m.

B. An after-hours nightlife lounge shall:

1. Obtain and comply with all other required state and City permits and licenses necessary for operation of the establishment;

2. Employ at least two security personnel during operating hours between 2 a.m. and 6 a.m. to maintain order and ensure compliance with the law. All security personnel must have received formal training in crowd control and event management;

3. Operate video surveillance at each point of entry and maintain all recordings for at least 96 hours;

4. Take steps such as metal detectors, metal-detecting wands, or pat-downs to detect weapons and prevent them from entering the premises; and

5. Prepare a written safety plan:

a. After-hours nightlife lounge operators shall file their written safety plans with the Director, who shall distribute them to the Chief of Police. For existing after-hours nightlife lounges, safety

plans shall be filed within 45 days of the effective date of this ordinance. New after-hours nightlife lounges shall file safety plans no later than the date they open to the public.

b. After-hours nightlife lounges subject to this Chapter 10.10 shall have an updated copy of their safety plan reviewed by personnel employed by the after-hours nightlife lounge. The safety plan shall be made available upon request by City nightlife enforcement staff, patrons, or neighborhood residents.

c. After-hours nightlife lounge operators shall file an updated written safety plan annually with the Director. If there have been no material changes to an after-hours nightlife lounge's programming, operation, ownership, or size, the updated written safety plan may take the form of a letter from the after-hours nightlife lounge operator to the Director certifying that there have been no such material changes.

C. All peace officers of the City and the Director shall have free access to public areas of after-hours nightlife lounges when guests, patrons, or club members are present for the purpose of inspection and to enforce compliance with the provisions of this Chapter 10.10.

10.10.030 Penalties

A. A violation of Section 10.10.020 shall constitute a civil violation and shall be enforced by the Director under the citation provisions set forth in this Section 10.10.030.

B. Citation

1. If after investigation the Director determines that a person has violated or failed to comply with Section 10.10.020, the Director shall issue a citation to the person responsible for the violation. The citation shall include: (1) the name and address of the person to whom the citation is issued; (2) a reasonable description of the location of the property on which the violation occurred; (3) a separate statement of each standard or requirement violated; (4) the date of the violation; (5) a statement that the person cited must respond to the citation within 15 days after service; (6) a space for entry of the applicable penalty; (7) a statement that a response must be sent to the Hearing Examiner and received not later than 5 p.m. on the day the response is due; (8) the name, address, and phone number of the Hearing Examiner where the citation is to

be filed; (9) a statement that the citation represents a determination that a violation has been committed by the person named in the citation and that the determination shall be final unless contested as provided in this Chapter 10.10; and (10) a certified statement of the Director's representative issuing the citation, authorized by RCW 5.50.050, setting forth facts supporting issuance of the citation.

2. The citation may be served by personal service in the manner set forth in RCW 4.28.080 for service of a summons or sent by first class mail, addressed to the last known address of such person(s). Service shall be complete at the time of personal service, or if mailed, three days after the date of mailing. If a citation sent by first class mail is returned as undeliverable, service may be made by posting the citation at a conspicuous place on the property and service shall be complete on the date of posting.

C. Response to citation. A person must respond to a citation in one of the following ways:

1. Paying the amount of the monetary penalty specified in the citation, in which case the record shall show a finding that the person cited committed the violation;

2. Requesting in writing a mitigation hearing to explain the circumstances surrounding the commission of the violation and providing an address to which notice of such hearing may be sent; or

3. Requesting a contested hearing in writing specifying the reason why the cited violation did not occur or why the person cited is not responsible for the violation, and providing an address to which notice of such hearing may be sent.

A response to a citation must be received by the Office of the Hearing Examiner no later than 15 days after the date the citation is served. When the last day of the appeal period so computed is a Saturday, Sunday, or federal or City holiday, the period shall run until 5 p.m. on the next business day.

D. Failure to respond. If a person fails to respond to a citation within 15 days of service, an order shall be entered by the Hearing Examiner finding that the person cited committed the violation stated in the citation, and assessing the penalty specified in the citation.

E. Mitigation hearings

1. Date and notice. If a person requests a mitigation hearing, the mitigation hearing shall be held within 30 days after written response to the citation requesting a hearing is received by the Hearing Examiner. Notice of the time, place, and date of the hearing shall be sent to the address specified in the request for hearing not less than ten days before the date of the hearing.

2. Procedure at hearing. The Hearing Examiner shall hold an informal hearing that shall not be governed by the Rules of Evidence. The person cited may present witnesses, but witnesses shall not be compelled to attend. A representative from the Department may also be present and may present additional information, but attendance by a representative from the Department is not required.

3. Disposition. The Hearing Examiner shall determine whether the person's explanation justifies reduction of the monetary penalty. Factors that may be considered in whether to reduce the penalty include whether the violation was caused by the act, neglect, or abuse of another.

4. Entry of order. After hearing the explanation of the person cited and any other information presented at the hearing, the Hearing Examiner shall enter an order finding that the person cited committed the violation and assessing a monetary penalty in an amount determined pursuant to subsection 10.10.030.H. The Hearing Examiner's decision is the final decision of the City on the matter.

F. Contested hearing

1. Date and notice. If a person requests a contested hearing, the hearing shall be held within 60 days after the written response to the citation requesting such hearing is received.

2. Hearing. Contested hearings shall be conducted pursuant to the procedures for hearing contested cases contained in Section 3.02.090 and the rules adopted by the Hearing Examiner for hearing contested cases, except as modified by this Section 10.10.030. The issues heard at the hearing shall be limited to those that are raised in writing in the response to the citation and that are within the jurisdiction of the Hearing Examiner. The Hearing Examiner may issue subpoenas for the attendance of witnesses and the production of documents.

3. Sufficiency. No citation shall be deemed insufficient for failure to contain a detailed statement of the facts constituting the specific violation which the person cited is alleged to have committed or by reason of defects or imperfections, provided such lack of detail or such defects or imperfections do not prejudice substantial rights of the person cited.

4. Amendment of citation. A citation may be amended prior to the conclusion of the hearing to conform to the evidence presented if substantial rights of the person cited are not thereby prejudiced.

5. Evidence at hearing. The certified statement or declaration authorized by RCW 5.50.050 shall be prima facie evidence that a violation occurred and that the person cited is responsible. The certified statement or declaration authorized under RCW 5.50.050 and any other evidence accompanying the report shall be admissible without further evidentiary foundation. Any certifications or declarations authorized under RCW 5.50.050 shall also be admissible without further evidentiary foundation. The person cited may rebut the Department evidence and establish that the cited violation(s) did not occur or that the person contesting the citation is not responsible for the violation.

6. Disposition. The Hearing Examiner shall determine by a preponderance of the evidence whether the violation occurred. If the Hearing Examiner determines that the violation occurred, the citation shall be sustained and the Hearing Examiner shall enter an order finding that the person cited committed the violation and imposing the applicable penalty. If the Hearing Examiner determines that the violation did not occur, the Hearing Examiner shall enter an order dismissing the citation.

7. Final decision. The Hearing Examiner's decision is the final decision of the City.

G. Failure to appear for hearing. Failure to appear for a requested hearing will result in an order being entered finding that the person cited committed the violation stated in the citation and assessing the penalty specified in the citation. For good cause shown and upon terms the Hearing Examiner deems just, the Hearing Examiner may set aside an order entered upon a failure to appear.

H. Penalties

1. First violation. The first time a person is found by the Director to have violated Section 10.10.020, the person shall be subject to a penalty of \$1,000.

2. Second and subsequent violations. Any second or subsequent time a person is found by the Director to have violated Section 10.10.020 within a five-year period, the person shall be subject to a penalty of \$5,000.

I. Collection of penalties. If the person cited fails to pay a penalty imposed pursuant to this Chapter 10.10, the penalty may be referred to a collection agency. The cost to the City for the collection services will be assessed as costs, at the rate agreed to between the City and the collection agency, and added to the penalty. Alternatively, the City may pursue collection in any other manner allowed by law.

J. Each day a separate violation. Each day a person violates Section 10.10.020 may be considered a separate violation subject to the penalties of this Section 10.10.030.

10.10.040 Additional relief

The Director may seek legal or equitable relief to enjoin any acts or practices when necessary to achieve compliance, including denial, revocation of, or refusal to renew a business license pursuant to Chapter 6.208.

Section 2. This ordinance shall take effect as provided by Seattle Municipal Code Sections 1.04.020 and 1.04.070.

Passed by the City Council the _____ day of _____, 2025, and signed by
me in open session in authentication of its passage this _____ day of _____, 2025.

President _____ of the City Council

Approved / returned unsigned / vetoed this _____ day of _____, 2025.

Bruce A. Harrell, Mayor

Filed by me this _____ day of _____, 2025.

Scheereen Dedman, City Clerk

(Seal)

SUMMARY and FISCAL NOTE

Department:	Dept. Contact:	CBO Contact:
LEG	Freeman – 206.684.8178	NA

1. BILL SUMMARY

Legislation Title:

AN ORDINANCE relating to the regulation of after-hours nightlife lounges; defining after-hours nightlife lounges; establishing operational and safety requirements for such businesses; describing enforcement mechanisms; and adding a new Chapter 10.10 to the Seattle Municipal Code.

Summary and Background of the Legislation:

The proposed legislation would create new safety regulations for lounges that are open between the hours of 2:00 a.m. and 6:00 a.m. Regulated businesses would not be able to remain open past 2:00 am unless they:

1. Have extended hours permission as part of a valid liquor license issued by the Washington Liquor and Cannabis Board;
2. Maintain minimum security requirements, including having at least two security personnel, taking steps to prevent patrons with weapons from entering the establishment, preparing a written safety plan, and operating video surveillance; and
3. Allow access to public areas of the business by City enforcement staff during business hours.

The proposed regulations would not apply to restaurants, licensed adult entertainment establishments, licensed all-ages dance venues, and theater and sports and recreation facilities.

Violation of the regulations could result in civil citations and escalating penalties. Continued violations could ultimately result in suspension or revocation of a City business license. Businesses that receive a citation could request a mitigation hearing or contested case hearing before the City Hearing Examiner.

The legislation is intended to help address public safety events at and around after-hours lounges by establishing uniformly applicable safety regulations.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project?

☐ Yes ☒ No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation have financial impacts to the City?

☐ Yes ☒ No

3.d. Other Impacts

Does the legislation have other financial impacts to The City of Seattle, including direct or indirect, one-time or ongoing costs, that are not included in Sections 3.a through 3.c? If so, please describe these financial impacts.

The proposed legislation could require after-hours enforcement by Department of Finance and Administrative Services (FAS) license and standards inspectors and other City staff. Those inspectors may be required to work during non-regular business hours to perform inspections, which could require overtime. Additionally, FAS would need to develop outreach and engagement materials in multiple languages to educate affected business about new regulatory requirements.

Costs associated with those activities are uncertain and depend on the number of regulated businesses. FAS estimates that ongoing costs could be as high as \$100,000 for overtime and outreach. In 2025 that cost could be absorbed by departmental underspend. After 2025, ongoing costs could require additional appropriation authority.

If the legislation has costs, but they can be absorbed within existing operations, please describe how those costs can be absorbed. The description should clearly describe if the absorbed costs are achievable because the department had excess resources within their existing budget or if by absorbing these costs the department is deprioritizing other work that would have used these resources.

See above.

Please describe any financial costs or other impacts of *not* implementing the legislation.

The Seattle Police Department, Seattle Fire Department, and other departments currently spend a significant amount of time responding to incidents associated with after-hours nightlife lounges. Those responses have significant costs. Not implementing this legislation could mean continuing police and fire responses to several dozen serious public safety incidents per year.

Please describe how this legislation may affect any City departments other than the originating department.

See above.

4. OTHER IMPLICATIONS

a. Is a public hearing required for this legislation?

No

b. Is publication of notice with The Daily Journal of Commerce and/or The Seattle Times required for this legislation?

No

c. Does this legislation affect a piece of property?

No

d. Please describe any perceived implication for the principles of the Race and Social Justice Initiative.

- i. How does this legislation impact vulnerable or historically disadvantaged communities? How did you arrive at this conclusion? In your response please consider impacts within City government (employees, internal programs) as well as in the broader community.**

The proposed legislation would require that regulated after-hours venues comply with uniformly applicable safety regulations. Regulated business could include hookah lounges and other types of businesses that are owned and operated immigrant and refugee communities.

Many victims of violence associated with after-hours venues are from historically disadvantaged communities. Those victims include Donnie Chin, Nadia Kassa, Jonathan Bishu, Trevis Bellard, and Francisco Escatell.

- ii. Please attach any Racial Equity Toolkits or other racial equity analyses in the development and/or assessment of the legislation.**

Not applicable.

- iii. What is the Language Access Plan for any communications to the public?**

FAS will develop explanatory outreach materials for regulated businesses consistent with the City's Language Access Program ([Language Access Program - IandRaffairs | seattle.gov](#)) administered by the Office of Immigrant and Refugee Affairs.

e. Climate Change Implications

- i. Emissions: How is this legislation likely to increase or decrease carbon emissions in a material way? Please attach any studies or other materials that were used to inform this response.**

Not applicable.

- ii. **Resiliency: Will the action(s) proposed by this legislation increase or decrease Seattle’s resiliency (or ability to adapt) to climate change in a material way? If so, explain. If it is likely to decrease resiliency in a material way, describe what will or could be done to mitigate the effects.**

Not applicable.

- f. **If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program’s desired goal(s)? What mechanisms will be used to measure progress towards meeting those goals?**

The legislation is intended to help address public safety events at and around after-hours lounges by establishing uniformly applicable safety regulations. The effectiveness of the legislation could be measured by changes in public safety calls for service and significant public safety events, like gun violence, in or around regulated businesses

- g. **Does this legislation create a non-utility CIP project that involves a shared financial commitment with a non-City partner agency or organization?**

5. ATTACHMENTS

Summary Attachments:

Amendment A to CB 120956 – After-Hours Nightlife Regulations ORD

Sponsor: Councilmember Rinck

Reporting requirements

Effect: This amendment would request the Department of Finance and Administrative Services to provide an initial implementation plan for this legislation as well as annual reports on enforcement.

Add a new Section 2 to CB 120956 as follows and renumber subsequent sections as appropriate:

Section 2. The Director of Finance and Administrative Services (FAS) is requested to transmit:

A. An initial implementation plan describing the intended activities and timeline for implementation of this ordinance to the Public Safety Committee by June 1, 2025; and

B. A annual report detailing the implementation of this ordinance to the Public Safety Committee or successor committee by December 31 of each year. This annual report shall include a description of enforcement activities under this ordinance during the year and the results of those enforcement activities.