

960617-1159 02:11:00 PM KING COUNTY RECORDS E04 THS

When recorded return to:
Jim Douma
GROUP HEALTH COOPERATIVE
OF PUGET SOUND
521 Wall Street
Seattle, Washington 98121



Restrictive Covenant

The undersigned, Group Health Cooperative of Puget Sound, is the fee owner of real property in the County of King, State of Washington (legal description attached as Exhibit A), hereafter referred to as the site. The Site contains the following subsurface areas which have been confirmed with residual concentrations of petroleum hydrocarbons at levels which exceed the Method A Cleanup Guidelines as published in the Model Toxics Control Act, (MTCA, Chapter 173340 WAC).

- (1) Soil at a depth of ten to eighteen feet at the location of excavation site illustrated in the ATC Environmental, Inc. report dated June 4, 1996 contained elevated levels (up to 11,000 parts per million - ppm) of total petroleum hydrocarbons (TPH) in the gasoline range. The area lies at the southwest corner of the Group Health Distribution Center building.
- (2) Benzene concentrations (0.5 - 120 ppm) exceeding the MTCA cleanup standards have been identified in soils at a depth of six to eighteen feet at the location of borings 18 - 24, etc. Groundwater has been impacted in the area surrounding the excavation location, however, impact to groundwater has been isolated by the removal of all accessible source materials and substantiated by post - excavation groundwater sampling data. Off-source groundwater compliance monitoring wells have produced nondetectable results surrounding the Site.

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Group Health Cooperative makes the following declaration as to limitations, restrictions, and uses to which the Site may be put, and specifies that such declarations shall constitute covenants to run with the land, as provided by law, and shall be binding on all parties and all persons claiming under it, including all current and future owners of any portion of or interest in the site.

Section 1. Any activity on the site that may materially interfere with the ongoing monitoring of groundwater wells is prohibited. In addition, no groundwater may be taken for domestic purposes at the site. The owner shall conduct or cause to be conducted semi-annual sampling of ATC Environmental Inc. monitoring wells MW-17, MW-18, MW-19 and MW-20 (shown on Exhibit "B"), commencing on the date of this document and continuing while the terms of this Restrictive Covenant are in effect. The owner shall

also analyze or cause to be analyzed the collected samples for TPH using Method WTPH-D extended.

- Section 2. No conveyance of title, easement, lease or other interest in the Site shall be consummated by the owner without adequate and complete provision for the continued operations, maintenance and monitoring of the groundwater wells while the terms of this Restrictive Covenant are in effect.
- Section 3. The owner of the Site must notify and obtain approval from the department of Ecology, or from a successor agency, prior to any use of the Site that is inconsistent with the terms of this Restrictive Covenant. Public notice and comment may be sought by the Department of Ecology or a successor agency prior to approval of the proposed change.
- Section 4. The owner of the Site shall allow authorized representatives of the Department of Ecology, or from a successor agency, the right to enter the Site at reasonable times with 24 hour notice to owner to coordinate entry for the purpose of evaluating compliance with the monitoring of groundwater wells and the remedial action, to take samples and to inspect records.
- Section 5. The owner of the Site and owner's assigns and successors in interest, reserve the right under WAC 173-340-720 and WAC 173-340-440 (1991 ed.) to record an instrument which provides that this Restrictive Covenant shall no longer limit use of the Site or be of any further force or effect. However, such an instrument may be recorded only with the consent of the Department of Ecology, or of a successor agency. Public notice and comment may be sought by the Department of Ecology or a successor agency prior to the recording of such an instrument.

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EXHIBIT A - LEGAL DESCRIPTION

ALL OF VACATED BLOCKS 32,33 AND 34 OF C.D. HILLMAN'S EARLINGTON
GARDENS ADDITION TO THE CITY OF SEATTLE, DIV.1 AS PER PLAT
RECORDED IN VOLUME 17 OF PLATS, PAGE 74, RECORDS OF KING COUNTY;

TOGETHER WITH VACATED KENNY (82nd) STREET AND VACATED EVANS (83rd)
STREETS ADJOINING

EXCEPTING FROM ALL OF THE FOREGOING ANY PORTION THEREOF LYING
EASTERLY OF A LINE 40 FEET WEST OF AND PARALLEL TO THE EAST LINE OF
SECTION 24, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M.

EXCEPT THAT PORTION CONVEYED TO THE CITY OF RENTON FOR STREET
BY DEED RECORDED UNDER RECORDING No.7812040683)

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

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KING COUNTY ASSESSOR ACCOUNT NO.: 334040-5300-0

TAX I.D. NUMBER: 578-011-461

GROUP HEALTH COOPERATIVE OF PUGET SOUND
801 SW 16TH STREET
RENTON, WASHINGTON 98005

Signatures:

[Signature]
Group Health Cooperative
of Puget Sound

[Signature]
Group Health Cooperative
of Puget Sound

David R. O'Brien Vice President
Printed Name and Title

GRANT E. McLAUGHLIN
Printed Name and Title

6/14/96
Date

6/17/96
Date

STATE OF WASHINGTON)
County of King) ss.

I, Jean Fayer, Notary public in and for the State of Washington,
residing at Seattle, WA, do hereby certify that on this 14 day of June,
1996, personally appeared before me Grant McLaughlin
David R. O'Brien to me known to
be the individual described in and who executed the within instrument and
acknowledged that he/she signed the same.

Given Under My Hand and Official Seal this 14 day of June 1996.

[Signature]
Notary Public in and for the State of Washington

Jean Fayer
Name Printed

My Appointment Expires: April 21, 1999

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