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KING COUNTY, WASHINGTON

AUG 19 1994

DEPARTMENT OF
JUDICIAL ADMINISTRATION

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR THE COUNTY OF KING

STATE OF WASHINGTON DEPARTMENT OF
ECOLOGY,

Plaintiff,

v.

PACCAR Inc,

Defendant.

No. 91 2 25053 7

STIPULATION TO AMEND
CONSENT DECREE

INTRODUCTION

A. The Washington State Department of Ecology (Ecology) and PACCAR Inc. (Defendant) stipulate and agree to the following amendments to the consent decree between Ecology and Defendant approved and ordered by the Court on November 8, 1991 (the Decree).

B. The Court is fully advised of the reasons for entry of this Stipulation to Amend Decree, and good cause having been shown: IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

AMENDMENT I

The following parcel, commonly referred to as the Puget Western parcel, is added to Exhibit A, the legal description of the Site:

Lots 1 through 5 in Block 4 of Car Works
Addition to Renton, as per plat recorded in

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1 Volume 15 of Plats, Page 47, records of King
2 County; together with

3 Parcel I: That portion of the alley adjoining
4 to the East of Lots 1 through 5 in Block 4 of
5 Car Works Addition to Renton, as per plat
6 recorded in Volume 15 of Plats, Page 47,
7 Records of King County which, upon vacation,
8 will attach to said property by operation of
9 law; and

10 Parcel II: That portion of the alley
11 adjoining to the West of Lots 6 through 10 in
12 Block 4 of Car Works Addition to Renton, as
13 per plat recorded in Volume 15 of Plats,
14 Page 47, Records of King County which, upon
15 vacation, will attach to said property by
16 operation of law;

17 situate in the City of Renton, County of King,
18 State of Washington.

19 Pursuant to Section XXIII of the Decree, the legal description in
20 the restrictive covenant attached to the Decree as Exhibit C is
21 amended to include the above-listed parcel and Defendant agrees to
22 record the amended restrictive covenant with the Office of the
23 King County Auditor.

24 AMENDMENT II

25 The following parcel, commonly referred to as the Garden
26 Avenue North parcel, is added to Exhibit A, the legal description
27 of the Site:

28 All that portion of Garden Avenue North in the southeast
quarter of the southwest quarter of Section 8, Township
23 North, Range 5 East, W.M., In the City of Renton,
King County, Washington, described as follows:

Commencing at the centerline intersection of North 5th
Street and Garden Avenue North, as shown on Record of
Survey on file in Volume 58 of Surveys, pages 249 and
249A, under Recording Number 8712189002, records of said
County, thence S88°54'26"E 30.00 feet to the east right
of way line of Garden Ave. North; thence S01°05'34"W,
along said east right of way line, 410.00 feet to the

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1 TRUE POINT OF BEGINNING of the herein described tract;
2 thence N88°54'26"W 60.00 feet to the west right of way
3 line of said Garden Avenue North; thence N01°05'34"E,
4 along said west line right of way line, 380.00 feet to
5 the south right of way line of said North 5th Street;
6 thence S88°54'26"E 60.00 feet to the east right of way
7 line of said Garden Avenue North; thence S01°05'34"W,
8 along said east right of way line 380.00 feet to the
9 TRUE POINT OF BEGINNING.

10 AMENDMENT III

11 The following new paragraph is added after the first
12 paragraph of Section V of the Decree, Work to be Performed:

13 Defendant shall remediate the soils
14 located underneath Building 17 at the Site if
15 and when Building 17 is demolished. All work
16 to be performed by Defendant under this Decree
17 at the Site, including work under the
18 foundation of Building 17 if the Building is
19 demolished, and any other work addressing
20 existing contamination discovered after the
21 effective date of this Decree, shall comply
22 with the cleanup levels and hot-spot action
23 levels in Exhibit B.

24 AMENDMENT IV

25 To comport with the 1994 amendments to chapter 70.105D RCW,
26 the first paragraph of Section XVIII of the Decree is deleted and
27 replaced with the following:

28 All actions carried out by Defendant
pursuant to this Decree shall be conducted in
accordance with the substantive provisions of
chapters 70.94, 70.95, 70.105, 75.20, 90.48
and 90.58 RCW, and the substantive provisions
of any laws requiring or authorizing local
government permits of approval, but are exempt
from the procedural requirements of those
chapters and laws. A summary of the
substantive provisions of the applicable local
permits of approval is attached hereto as
Exhibit D.

STIPULATION TO AMEND CONSENT
DECREE - 3

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ATTORNEYS

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1 THIS STIPULATION TO AMEND DECREE is approved and IT IS SO
2 ORDERED this 19th day of August, 1994.

3
4 **STEPHEN M. GADDIS**

5 SUPERIOR COURT JUDGE
6 King County Superior Court

7 **AUG 19 1994**

8 LRPB\PACCAR.STP

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27 STIPULATION TO AMEND CONSENT
28 DECREE - 7

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EXHIBIT D
Substantive Requirements For Work
Within Public Right-of-Way (Garden Avenue North)

1. City Standards.

All work within the public right-of-way shall conform to the 1991 (or latest adopted edition) Standard Specification for Road, Bridge and Municipal Construction; published by the Washington State Department of Transportation and the Washington State Chapter of the American Public Works Association as modified or supplemented by the City of Renton Supplemental Specification, together with the Standard Plans for Road, Bridge and Municipal Construction published by the Washington State Department of Transportation and the Washington State Chapter of the American Public Works Association as modified or supplemented by the City of Renton Standard Plans/Details. Grading work on the Site shall conform to Title IV, Chapter 10, City of Renton Mining, Excavation, and Grading Ordinance.

2. Plan Approvals.

A. Review and Approval of Plans: Plans for all work within the Garden Avenue North right-of-way shall be submitted for review and approval of the City prior to beginning to this portion of the project. The construction plans shall be prepared in conformance with the City's Standard Specifications for Municipal Construction and Standard Detail documents. The plans are to show the location and plan of the construction, excavation, cutting, utility replacement, shoring and other work desired to be done, together with a full description of the nature of the work. The City shall thereupon examine the plan submittal and approve or prepare correction comments for the plans. The plans must be approved by the City prior to beginning work within the public right-of-way.

B. Traffic Control Plan: Traffic Control Plans must be approved by the City prior to beginning work within the public right-of-way.

3. Construction Requirements.

A. Restoration: All portions of the street, sidewalk, driveways, pavement, curbs, gutters, utility mains, drainage system, or other improvements that may have been disturbed or affected in any way during the work must be replaced to its former or better condition.

B. Traffic Control: During the progress of the work such barriers shall be erected and maintained as may be necessary for the protection of the travelling public; the same shall be properly lighted at night.

C. Drainage: If any grading or street work interferes with the drainage of the street in any way, such catch basins and outlets shall be constructed as may be necessary, in the opinion of the City inspector.

D. Street Cleaning: The streets shall be kept clear of all dirt from the excavation. In the event the streets are not kept clean, the City can cause the streets to be swept by a separate contractor at the expense of PACCAR. On the completion of the work herein contemplated all rubbish and debris shall be removed and the street and roadsides shall be left neat and presentable and satisfactory to the City Inspector.

E. Water Main Tie-in. The existing water main in the excavation area is to be removed to at least 10 feet beyond the area of contamination. The new main will be constructed by PACCAR. The new main will be connected to the existing City system by the City, at PACCAR's expense.

F. Non-compliance. If the City determines that the work is not in compliance with the provisions of this agreement; it shall, if it deems it advisable, cause such work to be done by the City or any other party in order to return the street area to its original and proper condition as it existed immediately prior to such excavation. In such case, PACCAR shall be liable unto the City for any and all work performed. The City shall have a right of action against such PACCAR for all fees, expenses and costs paid out and incurred in connection with such work.

4. Inspection.

A. City Inspector: The City shall appoint an inspector over the work who shall represent the interests of the City on the work, and any compensation arranged for shall be paid wholly by PACCAR.

B. Material Approvals: All materials used in the work shall be approved by the City Inspector before installation. Such materials shall include, but not be limited to, backfill material, pavement and subbase material, drainage and water mains and all related appurtenances.

C. Test Information: The City will be supplied copies of all tests performed on the excavated soil removed from the street right-of-way. The City will also be supplied with copies of all tests, including compaction tests, performed on the backfill material used within the street right of way.

5. City Expenses.

PACCAR shall reimburse the City for all costs relative to this project, including but not limited to time and material

furnished for review and approval of plans, specifications and materials; administrative work associated with the project; inspections; street cleaning associated with the project; connections to existing water mains; water purity tests and related utility work. PACCAR will sign an "Authorization of Special Billing" allowing the City to perform all necessary billing for the project on a timely basis.

6. Permanent Record of Installation.

PACCAR shall keep a full and complete plan, profile and record noting location, installed depth and size of all utility and street improvements within the street right-of-way. This information will be provided to the City upon completion of the project.

7. Department of Ecology Requirements: In the event of conflict between any of these City of Renton Substantive Requirements for Work within Public Right-of Way (Garden Avenue North) and any requirements of Washington Department of Ecology and its representatives respecting the conduct of remediation of contamination (including any work plan therefor) within said right-of-way, such requirements of Ecology and its representatives shall prevail. However, it is understood that remediation shall be in full compliance with the Consent Decree. In addition, the City of Renton noise ordinance will be observed.

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EXHIBIT E
Declaration of Restrictive Covenants
on the Garden Avenue North Property
City of Renton, Washington

The City of Renton ("Declarant") is current owner of the following real property (the "Property"):

All that portion of Garden Avenue North in the southeast quarter of the southwest quarter of Section 8, Township 23 North, Range 5 East, W.M., In the City of Renton, King County, Washington, described as follows:

Commencing at the centerline intersection of North 5th Street and Garden Avenue North, as shown on Record of Survey on file in Volume 58 of Surveys, pages 249 and 249A, under Recording Number 8712189002, records of said County, thence S88°54'26"E 30.00 feet to the east right of way line of Garden Ave. North; thence S01°05'34"W, along said east right of way line, 410.00 feet to the TRUE POINT OF BEGINNING of the herein described tract; thence N88°54'26"W 60.00 feet to the west right of way line of said Garden Avenue North; thence N01°05'34"E, along said west line right of way line, 380.00 feet to the south right of way line of said North 5th Street; thence S88°54'26"E 60.00 feet to the east right of way line of said Garden Avenue North; thence S01°05'34"W, along said east right of way line 380.00 feet to the TRUE POINT OF BEGINNING.

Pursuant to amendments entered in July 1994 in King County Superior Court to a Consent Decree entered in October 1991, said property became the subject of a Cleanup Action Plan (as from time to time amended, the "CAP") conducted by PACCAR Inc ("PACCAR") under Washington Department of Ecology ("Ecology") supervision to remediate certain environmental contamination of the Property as more particularly described in said amended Consent Decree and CAP.

Pursuant to said amended Consent Decree, Declarant hereby subjects the Property to the following restrictive covenants:

1. At least 30 days prior to conveyance of any real property interest in any portion of the Property the grantor shall give written notice to Ecology of such contemplated conveyance describing the particulars thereof.
2. Any conveyance of any real property interest in any portion of the Property is hereby expressly made subject to the provisions of the CAP, including without limitation PACCAR's obligations for continued operation and maintenance, monitoring,

containment, or other measures necessary to assure the integrity of the cleanup action. A copy of the 1994 amended Consent Decree and CAP as amended shall be furnished to any transferee of any real property interest in any portion of the Property prior to conveyance thereof to such transferee.

3. No wells for the extraction of potable water for human ingestion shall be hereafter installed in the Property without Ecology approval.

4. No redevelopment of the Property other than for street or industrial use shall hereafter be undertaken unless 30 days prior notice has been given to Ecology. For purposes of this restriction, "industrial use" means and includes any use permitted pursuant to the provisions of Renton Municipal Code 4-713 (Heavy Industry District (H-1)), 4-712 (Light Industry District (L-1)), 4-730 (Manufacturing Park (M-P) District), Business District (B-1), and 4-748 (Conditional Use Permit) as in effect on the date hereof, and any substantially similar uses hereafter permitted under successor Renton zoning ordinances. The Property shall not be used for a day care center without Ecology approval.

5. Ecology and its designated representatives are hereby given the right to enter the property at reasonable times, upon 48 hours prior notice for the purpose of evaluating compliance with the cleanup action plan, including the right to take samples, inspect the operation of cleanup action measures, and inspect cleanup records.

6. This Declaration of Restrictive Covenants may be amended by the agreement of Declarant and Ecology after public notice and comment.

7. Notices given to Ecology pursuant to this Declaration of Restrictive Covenants shall be deemed effectively given if delivered by hand or mailed by U.S. certified Mail, return receipt requested, to Washington Department of Ecology, Northwest Regional Office, Attn: Section Head, Toxics Cleanup Program, or to any successor agency or officer thereof having substantially comparable functions.

8. Declarant, and Ecology by its approval of this Declaration as endorsed hereon, agree that any dispute concerning the interpretation, duration, or applicability of the foregoing restrictive covenants shall, failing agreement between the parties, be submitted for determination to the Superior Court for King County, Washington, having jurisdiction over the Consent Decrees.

9. The foregoing Restrictive Covenants shall no longer limit uses of the Site or be of any further force or effect upon

recordation by Declarant, or its grantees, successors, or assigns of an instrument terminating this Declaration of Restrictive Covenants pursuant to the terms of the amended 1994 Consent Decree.

The foregoing restrictive covenants shall henceforth burden and run with the Property and bind Declarant, its grantees, successors, and assigns, and shall inure to the benefit of and be enforceable by Ecology and its successors and assigns. Except only as limited by the express provisions of the foregoing restrictive covenants, Declarant expressly reserves all right of ownership, use, and enjoyment of the Property.

Executed this 14 day of June, 1994

CITY OF RENTON

By

Its

Attest

By

Its:

Approved:

State of Washington
Department of Ecology
Kenneth O. Eikenberry
Attorney General

By

Jerry A. Ackerman
Jerry A. Ackerman
Assistant Attorney General
Attorneys for State

Carol P. Kraege
Carol P. Kraege
Program Manager, Toxics
Cleanup Program, Washington
Department of Ecology