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August 2, 1991

6 AUG 91 1:46

Mr. Joe Hickey
Department of Ecology
Northwest Regional Office
4350 150th Avenue N.E.
Redmond, WA 98052

Re: Cleanup of Usher/Traverso Property *Chevron Sta 9-30 99*

Dear Joe:

When I met with you on July 24, 1991 to discuss the cleanup of the Usher/Traverso property, I failed to bring to your attention the fact that the Ushers had entered into an agreement with Chevron to cleanup the site, dated March 15, 1990. The agreement provides that a regulatory agency will supervise the cleanup effort. Absent the intervention of the Department of Ecology in the present cleanup action, the property owners have no ability to enforce this agreement.

I have enclosed a copy of the agreement as an attachment to this letter.

If you have any questions about this matter, do not hesitate to call.

Thank you for taking the time on Wednesday to meet with me about the cleanup of the Usher/Traverso property.

Very truly yours,

CASEY & PRUZAN



Jane Ryan Koler

JRK:lal
Encl.

ENVIRONMENTAL AGREEMENT

THIS AGREEMENT entered into as of the 15 day of March, 1990 by and between CHEVRON U.S.A. INC., a Pennsylvania corporation ("Chevron") and PHILIP USHER/SUSAN USHER/J. M. ZIELSDORF, ("Owners").

WHEREAS, Owner is the owner of certain real property located at East Marginal Way and U.S. 99, Seattle, Washington (the "Property"); and

WHEREAS, Chevron was the lessee of the Property; and

WHEREAS, Chevron has operated through its sublessee dealer a retail service station on the Property; and

WHEREAS, the parties wish to provide for necessary investigation and/or clean-up of such motor fuel hydrocarbon contamination;

IT IS THEREFORE AGREED AS FOLLOWS:

1. Clean-up

Chevron shall, at its sole cost and expense, perform or cause to be performed such investigation, monitoring and/or clean-up of the motor fuel hydrocarbon contamination on the Property (to the extent said contamination was caused or resulted from Chevron's retail service station) as may be validly directed by the governmental agencies having jurisdiction (collectively "agencies"), and as further outlined in the "Addendum" to this Agreement. Chevron's obligations under this Agreement shall cease when the directives of such agencies have been satisfied.

2. Manner of Performance

Chevron shall perform such investigation, monitoring and/or clean-up activities in a manner and at times that will not unreasonably interfere with Owner's use of the Property.

3. Access to Property

Owner shall provide Chevron with access to the Property for the purpose of such investigation, monitoring and/or clean-up.

In furtherance thereof, Owner shall, on or before 15 May, 1990, execute an easement in the form of Exhibit "A" attached hereto and incorporated herein by this reference, and deliver such easement to Chevron.

4. Liens

Chevron shall discharge at once or bond or otherwise secure against all liens and attachments which are filed in connection with such investigation, monitoring and/or clean-up activities and shall indemnify and save the Owner and the Property harmless from and against any and all loss, damage, injury, liability, and claims thereof resulting directly or indirectly from such liens and attachments.

5. Insurance

In lieu of insurance coverage, Chevron maintains a self-administered claims program with respect to its duties hereunder. Chevron shall require contractors which may perform such investigation, monitoring and/or clean-up to maintain liability insurance coverage in accordance with Chevron's standard practices.

6. Entire Agreement

The mutual obligations and undertakings of the parties hereto as provided herein are the sole and only consideration of this Agreement, and no representations, promises or inducements have been made by the parties hereto other than as appear in this Agreement.

7. Binding Effect

This Agreement is binding upon and inures to the benefit of each of the parties hereto, and their successors, transferees and assigns.

8. Further Assurances

The parties to this Agreement shall execute such other and further documents as may be necessary or proper in order to consummate this Agreement.

9. Captions

The captions and headings used throughout this Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or aid in the interpretation, consideration or meaning of any provisions or the scope or the intent of this Agreement.

10. Compliance with Law

Chevron and Owner shall, in the performance of this agreement, comply with all applicable laws, ordinances, rules and regulations of governmental and quasi-governmental agencies having jurisdiction.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on the date first written above.

CHEVRON U.S.A. INC.

By JBR

OWNER:

By J. M. J. Ziesdorf

J. M. J. Ziesdorf
FOR SUSAN & PHILIP USHER P.A.

Addendum

Chevron and Owners agree that Chevron will do the following:

1. In the area of the concrete pad where a small diameter pipe has been observed, Chevron will remove slabs, concrete foundations on ground and any tank which may be located. Chevron shall also remediate any contaminated soil caused by such tank, in accordance with this Environmental Agreement.
2. The work shall conform to federal, state and local law.
3. Chevron shall pay all costs relating to Item 1 above.
4. The legal rights of both parties shall be reserved in event of dispute.
5. The work shall commence no later than 19 MAR 1990 and be completed no later than ASAP.

CHEVRON U.S.A. INC.
P. O. BOX 220
SEATTLE, WA 98111

Exhibit A

EASEMENT AGREEMENT

1. PHILIP USHER/SUSAN USHER/J. M. ZIELSDORF, ("Owners") grants to Chevron U.S.A. Inc., a Pennsylvania corporation ("Chevron") an easement over, under and across the real property located in the City of Seattle, County of King, State of Washington, described in Exhibit "B" for the following purposes only:

- A. Construction, installation, maintenance, inspection operation, and removal of existing and/or new monitoring wells as may be required by the (herein called Washington Department of Ecology, "WDOE") and/or other governmental agencies having jurisdiction;
- B. Construction, installation, maintenance, inspection, operation, and removal of a hydrocarbon contamination recovery system as required by the WDOE and/or other governmental agencies having jurisdiction; and
- C. Access to the wells and the recovery system if required.

2. The easement granted herein shall terminate when the last to be removed of the existing wells, any additional wells and the recovery system, if any, is so removed.

3. This easement shall run with the land and shall be binding on and shall inure to the benefit of the parties, their heirs, successors and assigns.

4. In consideration of the easement granted herein, Chevron shall conduct its environmental investigation and/or remediation, as required by law, at its sole cost and expense.

IN WITNESS WHEREOF, Owner has caused this Agreement to be executed on 15th March, 1990.

OWNERS:

By J. M. Zielendorf
x J. M. Zielendorf
By FOR SUSAN & PHILIP USHER P.A.

CHEVRON U.S.A. INC.

By [Signature]
Attorney-in-fact

Exhibit B

That portion of Government Lot 10, Section 4, Township 23 North, Range 4 East, W.M., and of the West half of the Southwest quarter of Section 3 of said Township and Range lying between the Westerly margin of East Marginal Way and the Easterly margin of Pacific Highway South, described as follows:

Beginning at a point of the Westerly margin of East Marginal Way, said point being North 17°20'00" West 1153.44 feet; measured along said margin, from the South line of said Section 3;

THENCE South 84°43'30" West 30.68 feet to the True Place of Beginning of this description;

THENCE North 17°20' West 243.58 feet;

THENCE North 82°24'36" West 31.00 feet;

THENCE South 18°27' West 267.74 feet;

THENCE North 84°43'30" East, 138.33 feet to the True Place of Beginning.

Situates in the County of King, State of Washington.