

Return Address:

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REAVIS, BROWN, MISC 25 00
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 03/02/2004 14:02
 KING COUNTY, WA

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein) (all areas applicable to your document must be filled in)

1. **RESTRICTIVE COVENANT** 2 _____
 3 _____ 4 _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

Grantor(s) (Last name, first name, initials)

1 **SEATTLE LFP ASSOCIATES, L.P.**

2 _____

Additional names on page _____ of document

Grantee(s) (Last name first, then first name and initials)

1 **STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY**

2 _____

Additional names on page _____ of document

Legal description (abbreviated i.e. lot, block, plat or section, township, range)

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 4 EAST, W.M., BEING A PORTION OF LOT 2, CITY OF LAKE FOREST PARK SHORT PLAT SP99-79, AUDITOR'S FILE 20000307900002, RECORDS OF KING COUNTY, WASHINGTON

Additional legal is on page 5 and 6 of document

Assessor's Property Tax Parcel/Account Number

4019301655

☐ Assessor Tax # not yet assigned

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

 Signature of Requesting Party

RESTRICTIVE COVENANT**Former Forest Park Cleaners**

Lake Forest Park Towne Centre
Bothell Way NE & Ballinger Way NE
Lake Forest Park, Washington

This Declaration of Restrictive Covenant is made pursuant to RCW 70 105D 030(1)(f) and (g) and WAC 173-340-440 by the Seattle LFP Associates, L.P , (Owner) its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology")

An independent remedial action (hereafter "Remedial Action") occurred at the property that is the subject of this Restrictive Covenant The Remedial Action conducted at the property is described in the following documents, which are on file at Ecology's Northwest Regional Office

- 1 Interim Report Voluntary Cleanup Action, VCP, Former Forest Park Cleaners, 17171 Bothell Way N E , Lake Forest Park, WA 98155, by Dames and Moore, December 9, 1999
- 2 Work Plan – Additional Groundwater Remediation & Confirmational Soil Sampling, VCP, Former Forest Park Cleaners, 17171 Bothell Way N E , Lake Forest Park, WA 98155, by Dames & Moore, April 5, 2000
- 3 Ecology issued a No Further Action Determination Letter regarding the remediation of soil on July 31, 2000
- 4 Summary Report Quarterly Confirmation Groundwater Monitoring, VCP, Former Forest Park Cleaners, 17171 Bothell Way N E., Lake Forest Park, WA 98155, by URS Corporation, August 2, 2001
- 5 Confirmation Monitoring and Groundwater Use Assessment Report, VCP Former Forest Park Cleaners, 17171 Bothell Way N E Lake Forest Park, WA 98155, by URS Corporation, June 21, 2002
- 6 Letter from Brown Reavis & Manning to Ecology (Nnamdi Madakor) dated November 13, 2002, including attachments

- 7 Letter from Ecology (Nnamdi Madakor) to Brown Reavis & Manning dated December 2, 2002
- 8 Final Post Remedial Monitoring Plan, Former Forest Park Cleaners, by URS Corporation, December 23, 2002
- 9 Amendments to Final Post Remedial Monitoring Plan, Former Forest Park Cleaners, by URS Corporation, February 13, 2003
- 10 Letter Report Final Post Remedial Monitoring, Indoor Air sampling and First Quarter of 2003 Groundwater Monitoring Data from URS to Ecology, May 8, 2003
- 11 Email from Ecology (Nnamdi Madakor) to Former Forest Park Cleaners, Indoor Air Sampling, Groundwater, NFA and RC, August 20, 2003
- 12 Confirmation Monitoring Results July 2003 (transmittal from URS to Ecology August 2003)
- 13 Long-Term Confirmation Groundwater Monitoring Plan and Summary of 2003 Confirmation Sampling Results, Former Forest Park Cleaners, 17171 Bothell Way N E , Lake Forest Park, WA 98155 by URS Corporation, January 6, 2004
- 14 Letter from Ecology to Former Forest Park Cleaners, Approval of the Long-Term Groundwater Compliance Monitoring Plan, January 14, 2004

This Restrictive Covenant is required because, following the Remedial Action, residual concentrations of vinyl chloride (VC) remain in the groundwater exceeding the MTCA Method A groundwater cleanup levels established in WAC 173-340-720

The undersigned, Seattle LFP Associates, L P , is the fee owner of real property (hereafter "Property") in the County of King, State of Washington that is subject to this Restrictive Covenant

The Property is legally described as follows:

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 4 EAST, W M , BEING A PORTION OF LOT 2, CITY OF LAKE FOREST PARK SHORT PLAT SP99-79, AUDITOR'S FILE 20000307900002, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS
COMMENCING AT THE MOST SOUTHWESTERLY CORNER OF SAID LOT 2 AT THE NORTHWESTERLY MARGIN OF BOTHELL WAY NE,
THENCE NORTH 29°53'20" WEST ALONG THE SOUTHWESTERLY BOUNDARY OF

SAID LOT 2 A DISTANCE OF 143 89 FEET,
THENCE NORTH 00°12'20" EAST ALONG THE WESTERLY BOUNDARY OF SAID LOT
2 A DISTANCE OF 135 59 FEET,
THENCE SOUTH 89°47'40" EAST A DISTANCE OF 22 24 FEET TO THE POINT OF
BEGINNING,
THENCE NORTH 27°21'12" EAST A DISTANCE OF 17 20 FEET,
THENCE NORTH 00°40'45" EAST A DISTANCE OF 98 00 FEET,
THENCE SOUTH 89°44'49" EAST A DISTANCE OF 56 00 FEET;
THENCE SOUTH 00°15'11" WEST A DISTANCE OF 148 67 FEET,
THENCE NORTH 89°44'49" WEST A DISTANCE OF 30 87 FEET,
THENCE NORTH 43°22'14" WEST A DISTANCE OF 48.84 FEET TO THE POINT OF
BEGINNING,

CONTAINING 8,139 SQUARE FEET, OR 0 19 ACRES, MORE OR LESS.

Seattle LFP Associates, L P makes the following declaration as to limitations, restrictions, and uses to which the Property 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 them, including all current and future owners of any portion of or interest in the Property (hereafter "Owner")

Section 1 The Property contains residual concentrations of vinyl chloride (VC) in the groundwater that exceed the MTCA Method A groundwater cleanup level of 0 2 ug/l These concentrations have been detected in the southern portion of the site as shown in Figure 1 (attached), in groundwater monitoring well FPC-9S The Owner will conduct groundwater monitoring as described in the Long-Term Confirmational Monitoring Plan approved by Ecology

The Owner shall not take any of the following actions without prior written approval from Ecology remove the existing structures, alter or modify the existing structures in a way that may result in the release or exposure to the environment of the residual VC-contaminated groundwater that was contained on the site, or create a new exposure pathway, or conduct any other activity on the Property that may result in the release or exposure to the environment of the residual VC-contaminated groundwater that was contained on site, or create a new exposure pathway Some examples of activities that are prohibited without prior written approval from Ecology include drilling, digging, placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capability, piercing the surface with a rod, spike or similar item, bulldozing or earthwork

Section 2 No groundwater may be taken from the Property for any use

Section 3 The Property may not be used for residential, educational, or recreational purposes, nor for day cares, nursing homes, assisted living centers, or similar facilities

Section 4 Any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited

Section 5 Any activity on the Property that may result in the release or exposure to the environment of a hazardous substance that remains on the Property as part of the Remedial Action, or create a new exposure pathway, is prohibited without prior written approval from Ecology.

Section 6 The Owner of the property must give thirty (30) days advance written notice to Ecology of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring of the Remedial Action as specified in the Long-Term Confirmational Monitoring Plan approved by Ecology. Within fifteen (15) days after conveying any interest in the Property, the Owner shall notify Ecology of the name, mailing address and telephone number of the person or persons who acquired the title, easement, lease, or other interest in the Property

Section 7 The Owner must restrict leases to uses and activities consistent with the Restrictive Covenant and notify all lessees of the restrictions on the use of the Property

Section 8 The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Restrictive Covenant. Ecology may approve any inconsistent use only after public notice and comment

Section 9 The Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Remedial Action, to take samples, to inspect remedial actions conducted at the property, and to inspect records that are related to the Remedial Action

Section 10 The Owner of the Property reserves the right under WAC 173-340-440(12) to record an instrument that provides that this Restrictive Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument may be recorded only if Ecology, after public notice and opportunity for comment, concurs

LAKE FOREST PARK ASSOCIATES

By SEATTLE LFP ASSOCIATES, L P ,
a Delaware limited partnership

By LFP REALTY CORP ,
a Delaware corporation,
its General Partner

By Roland V. Siegl
Roland V Siegl
Vice President

DATE 2/26/04

STATE OF California

COUNTY OF Los Angeles

On this 26th day of Feb., 2004, before me, the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared Roland V. Siegl, to me known to be the person who signed as Vice President of LAKE FOREST PARK ASSOC., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and action as said officer of the corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written



Print Name Laura A. Garrick

Notary Public in and for the State of CA

Residing at Los Angeles

My commission expires Nov. 22, 2007

