



File

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

P.O. Box 47600 • Olympia, Washington 98504-7600  
(360) 407-6000 • TDD Only (Hearing Impaired) (360) 407-6006

October 3, 2002

David R. Raubvogel, Senior Geologist  
DAMES & MOORE  
500 Market Place Tower  
2025 1<sup>st</sup> Avenue  
Seattle, WA 98121

Dear Mr. Raubvogel

Re: Voluntary Cleanup Program TCP I.D. #NW0167 The Former Forest Park  
Cleaners, 17171 Bothell Way N.E. Lake Forest Park, WA. 98155.

The Toxics Cleanup Program (TCP) has completed its review of the remedial action reports submitted for the above referenced property. The Department of Ecology (Ecology) is prepared to issue a No Further Action (NFA) determination for the groundwater with groundwater compliance monitoring provided a Restrictive Covenant is filed for the site groundwater with the King County Assessor's or Records' office.

The Model Toxics Control Act (MTCA) regulation, specifically WAC 173-340-440(10) requires you to notify and seek comment from the City of Lake Forest Park Planning and Community Development, which is the agency with land use planning authority (or the appropriate agency) for the real property subject to the Restrictive Covenant.

The enclosed Restrictive Covenant is based on a model that has been approved by the Office of the Attorney General. Any changes to this Covenant with regard to its prohibitions, terms or requirements will generally not be considered or accepted. If you believe there is an error in the technical details regarding the contamination remaining on site, please contact me so we can discuss the issue and revise the covenant, if necessary.

Please provide Ecology with:

1. A notarized copy of the Restrictive Covenant, once it has been recorded. Copies must be legible and the recording number must be evident.

VCP – The Former Forest Park Cleaners  
RC Required TCP ID #NW0167  
October 3, 2002  
Page 2 of 2

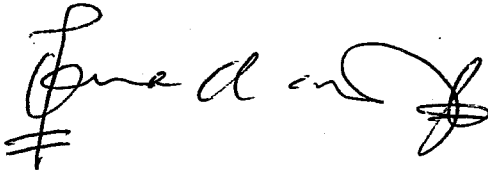
2. A copy of the correspondence to, and the response from, the department that has land use planning authority for the real property subject to the Restrictive Covenant.

Once we have received confirmation that the covenant has been recorded, we will issue the NFA letter, as stated above. The NFA determination will automatically terminate if any portions of the Restrictive Covenant or conditions for the NFA that include compliance monitoring are violated.

If you fail to record this Restrictive Covenant, Ecology will not issue its NFA determination and the site will continue to appear in future publications of the *Confirmed & Suspected Contaminated Sites Report*.

Please contact me at (360) 407-7244 if you have any questions regarding the process or the Restrictive Covenant.

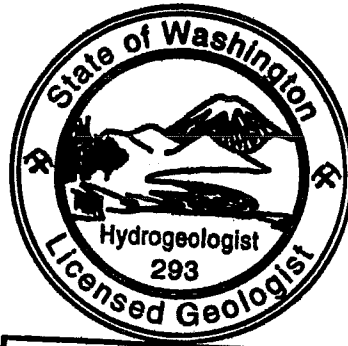
Sincerely,



Nnamdi Madakor P.G., P.HG  
Senior Hydrogeologist  
Toxics Cleanup Program, HQ

NM: lt

Enclosure



NNAMDI I. MADAKOR

## **RESTRICTIVE COVENANT**

### **Former Forest Park Cleaners**

Lake Forest Park Town Center  
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. The Seattle LFP Associates, L.P. ("Seattle LFP"), its successors and assigns, and the Washington State Department of Ecology, its successors and assigns.

The Legal Description is 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.

# **RESTRICTIVE COVENANT**

## **Former Forest Park Cleaners**

Lake Forest Park Town Center  
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. The Seattle LFP, (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 Magic 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 Magic Cleaners, 17171 Bothell Way N.E. Lake Forest Park, WA. 98155. Project #28171-927-005 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 Magic Cleaners, 17171 Bothell Way N.E. Lake Forest Park, WA. 98155. By DAMES & MOORE, August 2, 2001
5. Confirmation Monitoring and Groundwater Use Assessment Report, VCP Former Magic Cleaners, 17171 Bothell Way N.E. Lake Forest Park, WA. 98155. Project #53-01000407.00 by DAMES & MOORE, June 21, 2002

This Restrictive Covenant is required because the Remedial Action resulted in leaving residual concentrations of vinyl chloride (VC) in the groundwater that exceed the MTCA Method A groundwater cleanup levels established in WAC 173-340-720.

The undersigned, Seattle LFP, 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:

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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.

The Seattle LFP, 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 levels of 0.2 ug/l at the southern location of the site as shown in Figure 2 (enclosed) in the groundwater monitoring wells FPC-3 and FPC-9S. There is ongoing compliance monitoring at these two monitoring wells, FPC3 and FPC9s, to confirm completeness of the cleanup action and to determine when to discontinue monitoring. Terms to discontinue monitoring are outlined in the NFA Determination Letter for the site groundwater that accompanies this restrictive covenant.

The Owner shall not alter, modify or remove the existing structures nor 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 without prior

written approval from Ecology. 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 or pumping of groundwater.

Section 2. No groundwater may be taken from the Property for any use pending completion of groundwater compliance monitoring or that is inconsistent with the remedial action implementation.

Section 3. 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 4. 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 5. The Owner of the property must give thirty (30) day 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, operation and maintenance of the Remedial Action. The Owner conveying any interest in the property 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 within fifteen (15) days of the transaction.

Section 6. 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 7. 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 8. 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 9. The Owner of the Property reserves the right under WAC 173-340-440 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.

SEATTLE LFP ASSOCIATES, L.P.

By \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_  
DATE

STATE OF WASHINGTON )

)ss.

COUNTY OF KING )

On this \_\_\_\_ day of \_\_\_\_\_, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the person who signed as \_\_\_\_\_ of The SEATTLE LFP ASSOCIATES, L.P., 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: \_\_\_\_\_

Notary Public in and for the State of Washington,

Residing at \_\_\_\_\_

My commission expires: \_\_\_\_\_

DRAFT