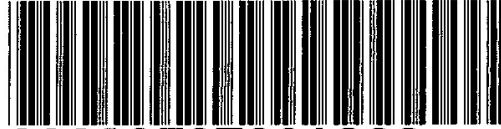


WHEN RECORDED RETURN TO:

Ronald L. Coleman
DAVIES PEARSON, P.C.
P.O. Box 1657
Tacoma, WA 98401-1657



20080507001862

DAVIES COV 45.00
PAGE 001 OF 004
05/07/2008 14:00
KING COUNTY, WA

RESTRICTIVE COVENANT

Grantor: State of Washington Department of Ecology
Grantee: S & W Partnership

This declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f and g), and WAC 173-340-440 Name of Property Owner, its successors and assigns, and the Washington State Department of Ecology, its successors and assigns.

Legal Description:

182305 63 PORTION OF HH TOBIN DONATION CLAIM NO 37 & PORTION OF GOV LOTS 9 & 10 & PORTION OF VACATED LAKE AVENUE SOUTH PER CITY OF RENTON ORDINANCE 4714 RECORDING NO 9804220125 AND PORTION OF TRACTS 13 & 14 SECOND SUPPLEMENTAL MAPS OF RENTON SHORELANDS ADJACENT TO SAID GOV LOTS 9 & 10 ALL IN SE 1/4 OF SECTION 18-23-05 BEGIN INTERSECTION OF W MARGIN OF SHATTUCK AVE SOUTH, (FORMERLY SHATTUCK STREET) & TH N MARGIN OF S 3RD ST (FORMERLY 3RD AVENUE) TH N 88-40-50 W 686.22 FT TO POINT OF BEGINNING TH N 00-07-37 E 189.91 FT TH N 88-19-25 W 222.31 FT TO POINT ON E MARGIN OF RAINIER AVE SOUTH, SAID POINT BEING ON CURVE, CENTER BEARING N 89-02-51 E RADIUS OF 779.02 FT TH E ALONG E MARGIN AND CURVE SLY & ELY ARC DISTANCE OF 139.56 FT THRU C/A OF 10-15-53 TO BEGINNING OF NON TANGENT CURVE CONCAVE NELY RADIAL BEARING N 55-12-41 E RADIUS OF 129.15 FT TH ALONG EAST MARGIN & CURVE SLY & ELY ARC DISTANCE OF 121.48 FT THRU C/A OF 53-53-31 TO POINT ON N MARGIN OF SOUTH 3RD STREET TH S 88-40-50 E 103.96 FT TO POINT OF BEGINNING LOT 1 OF CITY OF RENTON LOT LINE ADJUSTMENT NO LUA 99-089 LLA RECORDING NO 20000111900006.

King County Tax Parcel I.D. # 1823059063

RESTRICTIVE COVENANT

S & W Partnership
Walker's Renton Subaru Used Car Lot
250 Rainier Avenue South, Renton, Washington

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by S & W Partnership, 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:

- *Voluntary Cleanup Report, Letter of Response, Walker Subaru Used Car Lot, 250 Rainier Avenue, South, Renton, Washington* (Completed by ADaPT Engineering, Inc., Project No. WA 99-2641-1, dated June 21, 2000).
- *Voluntary Cleanup Report, Walker Subaru Used Car Lot, 250 Rainier Avenue, South, Renton, Washington* (Completed by ADaPT Engineering, Inc. Project No. S-WA99-2641, dated March 1, 2000).
- *Site Assessment Report, Sound Subaru, 240-250 Rainier Avenue South, Renton, Washington* (Completed by FLUOR DANIEL GTI, Project # 103562, dated March 25, 1998).
- *Report for Phase II Investigation, 100 and 106 South 3- Street, Renton, WA* (Completed by Environmental Partners, Inc., dated August 22, 1996).
- *Phase 2 Environmental Assessment, Sound Subaru, 240-250 Rainier Avenue South, Renton, WA* (Completed by Groundwater Technology, dated May 1, 1996).

These documents are on file at Ecology's Northwest Regional office in Bellevue, Washington.

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of gasoline-range total petroleum hydrocarbons (100 ppm) and benzene (5.9 ppm) which exceed the Model Toxics Control Act Method A Residential Cleanup Level(s) for soil established under WAC 173-340-900.

The undersigned, S & W Partnership, 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:

"182305 63 PORTION OF HH TOBIN DONATION CLAIM NO 37 & PORTION OF GOV LOTS 9 & 10 & PORTION OF VACATED LAKE AVENUE SOUTH PER CITY OF RENTON ORDINANCE 4714 RECORDING NO 9804220125 AND PORTION OF TRACTS 13 & 14 SECOND SUPPLEMENTAL MAPS OF RENTON SHORELANDS ADJACENT TO SAID GOV LOTS 9 & 10 ALL IN SE 1/4 OF SECTION 18-23-05 BEGIN INTERSECTION OF W MARGIN OF SHATTUCK AVE SOUTH, (FORMERLY SHATTUCK STREET) & TH N MARGIN OF S 3RD ST (FORMERLY 3RD AVENUE) TH N 88-40-50 W 686.22 FT TO POINT OF BEGINNING TH N 00-07-37 E 189.91 FT TH N 88-19-25 W 222.31 FT TO POINT ON E MARGIN OF RAINIER AVE SOUTH, SAID POINT BEING ON CURVE, CENTER

BEARING N 89-02-51 E RADIUS OF 779.02 FT TH E ALONG E MARGIN AND CURVE SLY & ELY ARC DISTANCE OF 139.56 FT THRU C/A OF 1015-53 TO BEGINNING OF NON TANGENT CURVE CONCAVE NELY RADIAL BEARING N 55-12-41 E RADIUS OF 129.15 FT TH ALONG EAST MARGIN & CURVE SLY & ELY ARC DISTANCE OF 121.48 FT THRU C/A OF 53-53-31 TO POINT ON N MARGIN OF SOUTH 3RD STREET TH S 88-40-50 E 103.96 FT TO POINT OF BEGINNING LOT 1 OF CITY OF RENTON LOT LINE ADJUSTMENT NO LUA 99-089 LLA RECORDING NO 20000111900006."

S & W Partnership 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. "A portion of the Property contains gasoline-range TPH and benzene contaminated soil located in the central parking lot, as depicted on the attached site drawing. The Owner shall not alter, modify, or remove the existing structure[s] in any manner that may result in the release or exposure to the environment of that contaminated soil or create a new exposure pathway without prior written approval from Ecology." "Any activity on the Property that may result in the release or exposure to the environment of the contaminated soil that was contained as part of the Remedial Action, or create a new exposure pathway, is prohibited. Some examples of activities that are prohibited in the capped areas 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. 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 3. 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 4. 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.

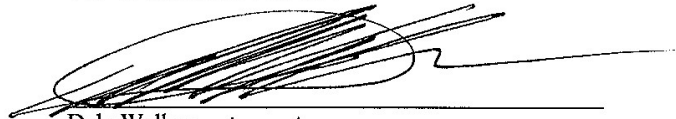
Section 5. The Owner must restrict leases to uses and activities consistent with the Restrictive Covenant and notify all lessees of the restrictions on the use of the Property.

Section 6. 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 7. 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 8. 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.

S& W PARTNERSHIP



Dale Walker

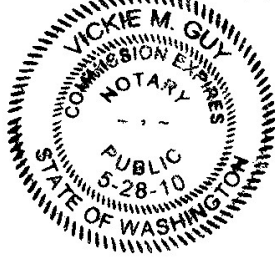
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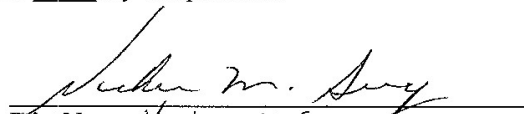
4/28/08

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this day personally appeared before me Dale Walker, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that it was signed as a free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 28th day of April 2008.




Print Name: Vickie M Guy
Notary Public in and for the State of Washington.
My appointment expires: 5/28/2010

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