



File

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Northwest Regional Office, 3190 - 160th Ave S.E. • Bellevue, Washington 98008-5452 • (425) 649-7000

June 27, 2000

Mr. Charles C. Cacek
AdaPT Engineering, Inc.
800 Maynard Avenue South, Suite 403
Seattle, WA 98134

Dear Mr. Cacek:

Re: Voluntary Cleanup Program, Walker Subaru Used Car Lot, 250 Rainier Avenue, South, Renton, Washington 98055. TCP I.D. #NW0420.

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

The Model Toxics Control Act regulation, specifically WAC 173-340-440(6) requires you to notify and seek comment from the City of Renton Department of 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 the 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.
2. A copy of the correspondence to, and the response from, the department with land use planning authority for the real property subject to the Restrictive Covenant



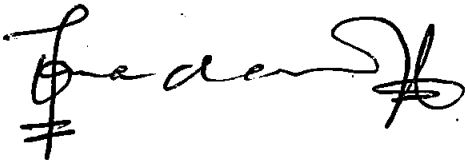
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Once we have received confirmation that the covenant has been recorded, we will issue the No Further Action letter for soil only. The NFA determination will automatically terminate if any portions of the Restrictive Covenant are violated.

If you fail to record this Restrictive Covenant, Ecology will not issue its No Further Action determination and the site will continue to appear in future publications of the *Confirmed & Suspected Contaminated Sites Report*.

Please contact me at (425) 649-7112 if you have any questions regarding the process or the Restrictive Covenant.

Sincerely,

A handwritten signature in black ink, appearing to read "Nnamdi Madakor", with a stylized flourish at the end.

Nnamdi Madakor
Senior Hydrogeologist
Toxics Cleanup Program, NWRO

NM:nm

Enclosure

RESTRICTIVE COVENANT

Walker Subaru Used Car Lot.

Walker Subaru Used Car Lot
250 Rainier Avenue, South, Renton, Washington 98055

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

Legal Description: *(enclosed)*

Tax Parcel I.D. #: 182305-9062, 182305-9063-03, 722950-0130 and 722950-0120

RESTRICTIVE COVENANT

Walker Subaru Used Car Lot.

Walker Subaru Used Car Lot
250 Rainier Avenue, South, Renton, Washington 98055

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Walker Subaru Used Car Lot (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. Voluntary Cleanup Report, Walker Subaru Used Car Lot, 250 Rainier Avenue, South, Renton, Washington 98055. Project No. S-WA99-2641, by AdaPT Engineering, Inc. March 1, 2000.
2. Site Assessment Report, Sound Subaru, 240/250 Rainier Avenue South, Renton, WA 98055. Project 103562, by FLUOR DANIEL GTI of March 25, 1998.
3. Report for Phase II Investigation, 100 and 106 South 3rd Street, Renton, WA by Environmental Partners, Inc. August 22, 1996.
4. Phase 2 Environmental Assessment, Sound Subaru, 240-250 Rainier Avenue South, Renton, WA by Groundwater Technology of May 1, 1996.
5. Voluntary Cleanup Report, Letter of Response, Walker Subaru Used Car Lot, 250 Rainier Avenue, South, Renton, Washington 98055. Project No. WA 99-2641-1, by AdaPT Engineering, Inc. June 21, 2000.

This Restrictive Covenant is required because the Remedial Action resulted leaving residual TPH concentrations which exceed the Model Toxics Control Act Method A Residential Cleanup Levels for soil established under WAC 173-340-740.

The undersigned, Walker Subaru Used Car Lot, 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: *(legal description enclosed).*

Walker Subaru Used Car Lot, 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 (Tax Lot 722950-0120) contains residual TPH in the soil which exceed the Model Toxics Control Act Method A Residential Cleanup Levels for soil, at the southwest location of the former service island as shown in Figure 1 (enclosed). 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 TPH contaminated soil 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.

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

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.

Walker Subaru Used Car Lot.

[DATE SIGNED]

[illegible]

On this ____ day of _____, 1999, 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 Walker Subaru Used Car Lot, 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: _____