

Return Address:  
175<sup>TH</sup>/15<sup>TH</sup> PARTNERS LIMITED PARTNERSHIP  
562 Mission Street, Suite 201  
San Francisco, CA 94105-2906  
Attn: Robert Isackson



First American Title  
Insurance Company

<b>DOCUMENT TITLE(S)</b> (for transactions contained therein):	
1. Restrictive Covenant	(4) 1ST AM-S 518592-5
2.	
3.	
4.	
<b>Reference Number(s) of Documents assigned or released:</b> (on page of document(s))	
<b>Grantor(s)</b>	
1. State of Washington Department of Ecology	
2.	
3.	
4.	
Additional Names on page of document.	
<b>Grantee(s)</b>	
1. 175 <sup>th</sup> /15 <sup>th</sup> PARTNERS LIMITED PARTNERSHIP, a Washington limited partnership	
2.	
3.	
4.	
Additional Names on page of document.	
<b>Legal Description</b> (abbreviated i.e. lot, block, plat or section, township, range) Lots 16 and 17, Block 30, LAKE FOREST PARK 3 <sup>RD</sup> ADD., VOL 22, PG 4, KING COUNTY, WA	
Additional legal is on page 5 of document.	
<b>Assessor's Property Tax Parcel/Account Number</b> 402410-1321-02	
The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	

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## RESTRICTIVE COVENANT

**PROPERTY OWNER:**

175TH/15TH PARTNERS LIMITED PARTNERSHIP  
A Washington Limited Partnership  
562 Mission Street, Suite 201  
San Francisco, Ca 94105-2906

**PROPERTY ADDRESS:**

See Exhibit "A" attached hereto.  
17508 15<sup>th</sup> Avenue, N.E.  
City of Seattle, County of King, State of Washington

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by 175<sup>th</sup>/15th PARTNERS LIMITED PARTNERSHIP, a Washington Limited 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 subject to this Restrictive Covenant. The Remedial Action conducted at the property is described in the following documents:

1. Site Summary Report, Chevron Service Station 9-5517, 17508 15<sup>th</sup> Avenue NE, Seattle, Washington, prepared by Cambria Environmental Technology, Inc., dated November 1997.
2. Well Abandonment/Soil Sampling, prepared by Pacific Environmental Group, Inc., dated December 15, 1993.
3. Development of MTCA Cleanup Standards, prepared by PTI Environmental Services, dated December 1991.
4. Evaluation of Potential Risks via Inhalation of Volatile Organic Chemicals, prepared by PTI Environmental Services, dated December 5, 1991.
5. Initial Cleanup Standards for Former Chevron Seattle Service Station #9-5517, prepared by PTI Environmental Services, dated September 19, 1991.
6. Soil Quality Assessment report Former Chevron Service Station No. 5517, prepared by Hart Crowser, dated February 7, 1991.
7. Subsurface Petroleum Hydrocarbon Investigation, Chevron Service Station No. 5517, Prepared by Rittenhouse-Zeman and Associates, Inc., dated December 13, 1990.

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8. Underground Storage Tank Removal Summary Report, Chevron Service Station No. 5517(sic), Prepared by Rittenhouse-Zeman and Associates, Inc., dated January 5, 1990.

These documents are on file at Ecology's Northwest Regional Office.

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of petroleum hydrocarbons, as diesel (tph-d) remains in the Northeast and Southeast quadrants of the Property, in which tph-d levels exceed the Model Toxics Control Act ("MICA") Method B Residential Cleanup Level(s) for soil established under WAC 173-340-740. Residual tph-d concentrations exceed site-specific cleanup levels in soil at the following locations as identified in the Site Plan, attached hereto as Exhibit "B" and incorporated herein by reference.

- Beneath the former truck loading rack at depths between 6 and 44 feet below grade surface ("bgs") (SB-4, TP-5). The approximate volume of impact is calculated as 250 cubic yards.
- Localized concentrations at 14 feet bgs beneath one of the former 20,000 gallon heating oil tanks (SB-6). The approximate volume of impact is calculated as 10 cubic yards.
- Beneath the former 550 gallon heating oil tank at depths between 20 and 75 feet bgs (SB-5). The approximate volume of impact is calculated as 200 cubic yards.
- Beneath the former hoists at a depth of 8 to 12 feet bgs (S-34, S-35, S-36, S-37). The approximate volume of impact is calculated as 100 cubic yards.

The undersigned, 175TH/15TH PARTNERS LIMITED PARTNERSHIP, a Washington Limited 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 in Exhibit "A" to this Restrictive Covenant, and made a part hereof.

175TH/15TH PARTNERS LIMITED 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. There shall be installed and maintained on the Property an asphalt or functionally equivalent cap that will help contain and prevent migration to groundwater and air and prevent human direct contact with petroleum contaminated soil; and, the Property shall not be used, in whole or in part, for any

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use or activity involving single or multi-family residential occupancy, temporary overnight occupancy (including hotels, motels, camps, campgrounds or any other lodgings), school, day care or hospital use.

Section 2. The Owner shall not alter, modify or remove the existing soils of the Property 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 written approval from Ecology. 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 a 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, or to a Successor agency, 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.

Continued to next page.

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175<sup>th</sup> 15th PARTNERS LIMITED  
PARTNERSHIP

A Washington Limited Partnership

By: VPI, Inc.

Its: General Partner

By:

Robert Isackson

Robert Isackson

Title: President

Tax I.D. No.: 94-3300375

Date: 5/28/98

Attachment: Exhibit "A" - Property Description  
Exhibit "B" - Site Plan showing locations of former facilities and soil  
samples.

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Acknowledgment

STATE OF CALIFORNIA )

COUNTY OF San Francisco ) ss.

On May 28, 19 98, before me, Dona Gomez, a Notary Public in and for the State of California, personally appeared Robert Isackson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

[Handwritten Signature]

(SEAL)



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**EXHIBIT "A" TO THE RESTRICTIVE COVENANT**

**Description of the Property**

That certain real property located in the City of Seattle, County of King, State of Washington, and described as follows:

Lots 16 and 17, Block 30, Lake Forest Park 3rd Addition, according to the plat thereof recorded in Volume 22 of Plats, page 4 in King County, Washington; EXCEPT the North 150 feet thereof, AND EXCEPT that portion thereof conveyed to King County for road purposes by deed recorded on January 28, 1971, under recording Number 7101280210.

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# CAMBRIA

Table 1. Historic Soil Analytical Results, VOC's AND TPH - Former Chevron Service #9-5517, NE 175th Street & 15th Avenue NE, Shoreline, WA

Sample ID	Location	Date	Depth (ft)	Benzene	Toluene	Ethylbenzene	Xylene	TPH	TPH	8015	Disposition of soil	Shown on Figure
Analytic Method:				(Concentrations in mg/kg)				418.1	8015	if any		
S-34	Hoist Sidewall Composite	7/11/90	8.0-12.0	---	---	---	---	1,294	960	---	in-situ	RZA 2B
S-35	Hoist Base Composite	7/11/90		---	---	---	---	6,588	6,249	---	in-situ	RZA 2B
S-36	Hoist Sidewall Composite	7/11/90		---	---	---	---	18.4	N.D.	---	in-situ	RZA 2B
S-37	Hoist Sidewall Composite	7/11/90		---	---	---	---	2,240	N.D.	---	in-situ	RZA 2B
S-32	Test Pit 5, base, Composite	7/13/90	16-17.0	---	---	---	---	3,566	2,123	---	in-situ	RZA 1B
S-53	Test Pit 5, s-wall Composite	7/13/90	16-17.0	---	---	---	---	2,328	1,522	---	in-situ	RZA 1B
SB4/S-2	Boring SB-4	10/16/90	5.0-6.5	N.D.	N.D.	0.56	0.82	14,000	---	---	in-situ	HC 2
SB4/S-3	Boring SB-4	10/16/90	7.5-9.0	---	---	---	---	14,000	---	---	in-situ	HC 2
SB4/S-13	Boring SB-4	10/16/90	32.5-33.5	---	---	---	---	740	---	---	in-situ	HC 2
SB4/S-1(dup)	Boring SB-4	10/16/90	32.5-33.5	---	---	---	---	160	---	---	in-situ	HC 2
SB4/S-17	Boring SB-4	10/16/90	42.5-44.0	---	---	---	---	8,600	22,400	---	in-situ	HC 2
SB5/S-13	Boring SB-5	10/16/90	32.5-33.5	---	---	---	---	3,700	7,000	---	in-situ	HC 2
SB5/S-23	Boring SB-5	10/16/90	72.5-73.5	N.D.	N.D.	N.D.	N.D.	7,600	11,600	---	in-situ	HC 2
SB6/S-5	Boring SB-6	10/17/90	12.5-14.0	N.D.	N.D.	N.D.	18	14,000	---	---	in-situ	HC 2

## Notes:

N.D. = Compound(s) not detected above method detection limit.

in-situ = soil in the vicinity of the soil sample was left in place.

excavated = soil in the vicinity of the soil sample was excavated.

RZA 2B = Location of soil samples is shown on Figure 2 of "Subsurface Petroleum Hydrocarbon Investigation", RZA, December 13, 1990.

HC 2 = Location of soil sample is shown on Figure 2 of "Soil Quality Assessment Report", Hart Crowser, February 7, 1991.

Exhibit "B"

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