

July 7, 2014

## Notice of Intent to Sell Property

Via E-mail Only to: [dale.myers@ecy.wa.gov](mailto:dale.myers@ecy.wa.gov)  
Mr. Dale Myers  
Washington Department of Ecology

Ref: Notice of Intent to Sell Property  
2210 S. 320<sup>th</sup> Street  
Federal Way, WA  
Parcel No. 242320-0050-00

Dear Mr. Myers:

I am the listing broker for the subject property. My associate Bob spoke to you this morning and was advised that because of the existence of the attached Restrictive Covenants on title, our Seller would have to give the Department of Ecology 30 days written notice of his intent to sell the property.

Byung Chan Park is the owner of the property, and his signature above mine on this letter is formal 30 day notice that he intends to sell the property to Troy Gessel. Mr. Park has a signed around purchase and sale agreement, and closing is not expected inside of 30 days from today.

You also advised Bob that once the property is sold, another document would have to be sent to you by the buyers, notifying Ecology that they have assumed ownership of the property. We will let the buyers know exactly what they must do later today.

30 Day Notice of Intent to Sell  
SeaTac Plaza (242320-0050-00)  
Dale Myers, WA Dept. of Ecology  
July 7, 2014  
Page 2

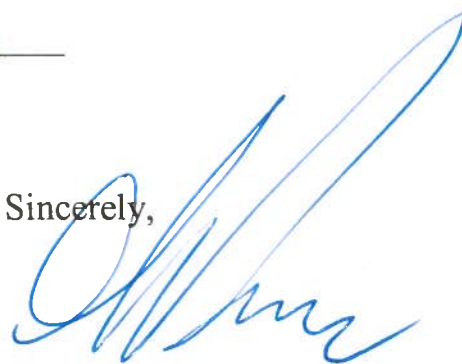
Please call me should you have any questions at all. Thank you, and  
God Bless.

"I am the owner of the SeaTac Plaza (parcel number 242320-0050-00),  
against which the attached Restrictive Covenants are recorded. This letter is  
my formal 30 day notice that I intend to sell the property within the next 60  
days to Troy Gessel. I will advise the Department of Ecology when that sale  
is consummated, and will comply with any other Department requests  
necessary to complete the sale."

Signed at Lynnwood, WA this 7<sup>th</sup> day of July, 2014.

  
Byung Chan Park

Sincerely,



Greg Perry  
Office No. 425-744-5314  
Cell No. 206-799-9610  
Fax No. 425-744-5355  
gregoryp@johnlscott.com  
John L. Scott Real Estate  
19221 – 36<sup>th</sup> Ave. W., Suite 106  
Lynnwood, WA 98036

### RESTRICTIVE COVENANT



The undersigned, Sea-Tac Plaza Limited Partnership, is the current owner of real property in King County, Washington, legally described in the attached Exhibit A, hereafter referred to as the "Site". The Site contains subsurface areas which were the subject of a voluntary independent remedial action commenced by the owners in 1992 to respond to releases of certain dry cleaning solvents. Following installation of a vapor extraction system to remove solvents from the soils at portions of the Site, it has been confirmed that residual concentrations of solvents at levels exceeding the Method A cleanup guidelines as published in the Model Toxics Control Act ("MTCA") Chapter 173-340 WAC remain in portions of the site as follows.

1. Soils at a depth of 5 to 6.5 feet at the location of Boring B-4, as illustrated in Figure 2 of the AGRA Environmental report dated December 22, 1994, contained levels of tetrachloroethene (PCE) at 1.3 parts per million. This area lies under the foundation of the former Y-Pay-Mor Dry Cleaners.
2. Soils at a depth of 6.5 to 8 feet at the location of Boring B-5 as shown on Figure 2 of the AGRA Environmental report dated December 22, 1994, contained elevated levels (71 PPM) of Cis-1, 2, Dichloroethene. Boring B-5 is located beneath the foundation of the former Y-Pay-Mor Dry Cleaners.
3. As a result of spills at the former Y-Pay-Mor Dry Cleaners, portions of the concrete foundations were removed. A soil vapor extraction system was installed to clean soils and the concrete foundation was replaced.
4. Groundwater contamination was identified in a single boring, known as Boring B-12, as shown in the December 22, 1994 AGRA report. This location is also located beneath the former Y-Pay-Mor Dry Cleaning facility.
5. As a result of the residual contamination left underneath the concrete foundation, it will be necessary to conduct semiannual sampling of existing monitoring wells over a three year period, commencing on the date of this document.

Sea-Tac Plaza Limited Partnership makes the following declaration as to limitations, restrictions, and uses to which the Site 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 it, including all current and future owners of any portion of or interest in the Site.

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1. Any activity on the Site that may interfere with the ongoing monitoring of groundwater wells is prohibited. In addition, no groundwater underlying the Site may be taken for domestic purposes.

2. The Owner shall allow authorized representatives of the Department of Ecology, or from any successor agency, the right to enter the Site at reasonable times for the purpose of evaluating compliance with the monitoring of groundwater wells and the remedial action, and to take samples and to inspect records, as provided by law.

3. The Owner of the Site and the Owner's assigns and successors in interest, reserve the right under WAC 173-340-720 and WAC 173-340-440 to record an instrument which provides that this restrictive covenant shall no longer limit use of the Site or be of any further force and effect. However, such an instrument may be recorded only with the consent of the Department of Ecology, or of any successor agency. Public notice and comment may be sought by the Department of Ecology or its successor agency, prior to the recording of such an instrument.

DATED this 21 day of September, 1995.

**SEA-TAC PLAZA LIMITED PARTNERSHIP**

By: TRI-CENTER ASSOCIATES, a general partner

By: CASETA CORPORATION,  
a general partner

By: 

Printed Name: Bill E. Toy

Its: Vice President

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**EXHIBIT A**

That portion of that certain development situated on Tracts A, B, and C and Lot 1 of Evergreen Plaza, as per Plat recorded in Volume 100 of Plats on page 74, records of King County, situate in County of King, State of Washington formerly known as Y-Pay-Mor Dry Cleaners

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Sloat Crossway  
444 3rd Ave  
Seattle WA 98104



Short Cressman & Burgess P.L.L.C.  
Attn: Scott M. Missall  
3000 First Interstate Center  
999 Third Avenue  
Seattle, WA 98104-4008

Document Title	Declaration of Restrictive Covenant
Reference Number(s) of Related Documents	N/A
Grantor	SeaTac Plaza Corporation
Grantee	Evergreen Plaza, a Planned Unit Development
Legal Description	Space A-6, 2210 S. 320th Street, Federal Way, Washington, located within Lot 2, KCSP No. 1079107, Recording No. 7912260667, being a portion of Tract A, Evergreen Plaza, a Planned Unit Development, Plats Vol. 100, pages 74 and 75
Parcel Number(s)	242320-0050-00

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980810-1434 03:26:00 PM KING COUNTY RECORDS 004 THIS 11:00

## RESTRICTIVE COVENANT

### SEATAC PLAZA CORPORATION

2210 S. 320th Street, Space A-6; Former Y-Pay -Mor Dry Cleaners

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by SEATAC PLAZA CORPORATION, its successors and assigns.

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:

Preliminary Remedial Investigation, by AGRA Earth and Environmental (formerly RZA AGRA), dated November 1992.

Remediation System Installation, by AGRA Earth and Environmental (formerly RZA AGRA), dated October 1993.

Soil Vapor Extraction Remediation System, Performance Monitoring Record, by AGRA Earth and Environmental (formerly RZA AGRA), dated February 7, 1994.

Independent Remedial Action Report, by AGRA Earth and Environmental (formerly RZA AGRA), dated December 22, 1994.

These documents are on file at the Northwest Regional Office of the State of Washington Department of Ecology (hereafter "Ecology").

This restrictive Covenant is required because the Remedial Action resulted in residual concentrations of two contaminants which exceed the Model Toxics Control Act (MTCA) cleanup levels in the soil in two specific locations located under the building foundation.

The undersigned, SEATAC PLAZA CORPORATION, is the fee owner of real property (hereafter "Property") in the County of King, State of Washington, that is subject of this Restrictive Covenant. The Property is legally described as follows:

That property commonly known as Space A-6, 2210 S. 320th Street, Federal Way, Washington, located within Lot 2 as delineated on King County short Plat No. 1079107, recorded under King County Recording No. 7912260667, being a portion of Tract A, Evergreen Plaza, a Planned Unit Development, according to the plat thereof recorded in Volume 100 of Plats, pages 74 and 75, in King County, Washington.

SEATAC PLAZA CORPORATION 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").



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**Section 1.** A portion of the Property contains soil contaminated with cis-1,2-dichloroethene and tetrachloroethane, located under the building foundation at confirmation borings CB-4 and CB-5 as shown on Exhibit A. 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.

**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.

DATED this 24<sup>th</sup> day of July, 1998.

SEATAC PLAZA CORPORATION

By Richard J. Gamba

Its Vice President

STATE OF New York )  
COUNTY OF New York ) ss:

I certify that I know or have satisfactory evidence that Richard J. Gamba is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the Vice President of SeaTac Plaza Corporation, a corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: July 24<sup>th</sup>, 1998.



ANDREA A. MENDENHALL  
Notary Public, State of New York  
No. 011605043788  
Qualified in New York County  
Commission Expires May 18, 1999

(Use this space for notarial stamp/seal)

Andrea A. Mendenhall  
Print Name: ANDREA A. MENDENHALL  
NOTARY PUBLIC in and for the State of  
NEW YORK, residing at 446 Convent Ave  
My Appointment expires: 5-15-99

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