

After Recording Return to:
Ms. Jing Liu
Department of Ecology
Northwest Regional Office
3190 - 160th Ave. SE
Bellevue, WA 98008



20081028000093

FIRST AMERICAN COV 49.00
PAGE 001 OF 008
10/28/2008 09:35
KING COUNTY, WA

Environmental Covenant

Grantor: Solo Noi, LLC

Grantee: State of Washington, Department of Ecology

Legal: Lots 1 & 2, Block 1, Mary E. Thorne Addition to the Town of Renton, according to the unrecorded plat thereof; Situated in the City of Renton, County of King, State of Washington

Tax Parcel Nos.: 0007200115 & 0007200116

Cross Reference: N/A

FIRST AMERICAN W/26430

8/849

Grantor, Solo Noi, LLC, hereby binds Grantor, its successors and assigns to the land use restrictions identified herein and grants such other rights under this environmental covenant (hereafter "Covenant") made this day of September 24, 2008 in favor of the State of Washington Department of Ecology (Ecology). Ecology shall have full right of enforcement of the rights conveyed under this Covenant pursuant to the Model Toxics Control Act, RCW 70.105D.030(1)(g), and the Uniform Environmental Covenants Act, 2007 Wash. Laws ch. 104, sec. 12.

This Declaration of Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Solo Noi, LLC, its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology").

A remedial action (hereafter "Remedial Action") occurred at the property that is the subject of this Covenant. The Remedial Action conducted at the property is described in the following document[s]:

- a. Site Characterization Report, Vino Ristorante Italiano, prepared by Langseth Environmental Services, Inc. dated February 13, 2007.

- b. Remedial Feasibility Study & Independent Cleanup Action Plan, Vino Ristorante Italiano, 212 South Third Street, Renton, WA, RGI Project 2007-044, prepared by the Riley Group, Inc. dated April 6, 2007.
- c. Limited Phase II Subsurface Investigation, Vino Ristorante Italiano, 212 South Third Street, Renton, WA, RGI Project 2007-044, prepared by the Riley Group, Inc. dated March 22, 2007.
- d. Independent Cleanup Action Letter Report, Vino Ristorante Italiano, 212 South Third Street, Renton, WA, RGI Project 2007-044, Ecology TCP#: NW1757, prepared by the Riley Group, Inc. dated June 20, 2007.
- e. Further Action Determination under WAC 173-340-515(5) for the following Hazardous Waste Site: Vino Ristorante Italiano, 212 South Third Street, Renton, WA, Facility/Site No. 4487258, VCP No. NW1757.
- f. Groundwater Monitoring Event – 2nd Quarter 2007, Vino Ristorante Italiano, 212 South Third Street, Renton, WA, RGI Project 2007-044b, prepared by the Riley Group, Inc., dated September 28, 2007.
- g. Groundwater Monitoring Event – 3rd Quarter 2007, Vino Ristorante Italiano, 212 South Third Street, Renton, WA, RGI Project 2007-044b, prepared by the Riley Group, Inc., dated January 8, 2008.
- h. Groundwater Monitoring Event – 4th Quarter 2008, Vino Ristorante Italiano, 212 South Third Street, Renton, WA, RGI Project 2007-044b, prepared by the Riley Group, Inc., dated March 11, 2008.

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

This Covenant is required because the Remedial Action resulted in residual concentrations of diesel-range total petroleum hydrocarbons (TPH) which exceed the Model Toxics Control Act Method A Cleanup Level(s) for SOIL established under WAC 173-340-704.

The undersigned, Solo Noi, LLC, is the fee owner of real property (hereafter "Property") in the County of King, State of Washington, that is subject to this Covenant. The Property is legally described IN ATTACHMENT A OF THIS COVENANT AND MADE A PART HEREOF BY REFERENCE.

Solo Noi, LLC 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 that is located on tax parcel number 0007200115 contains diesel-range TPH contaminated soil located under the northern portion of the restaurant building and grease trap. 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 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 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, to determine compliance with this Covenant, 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 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.

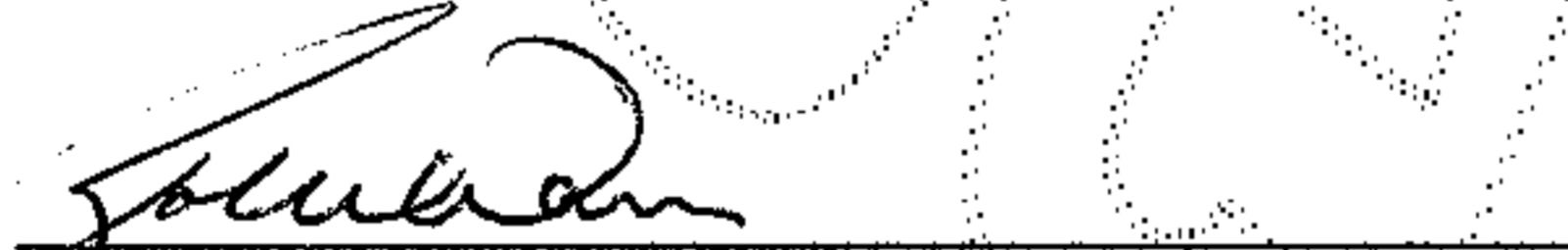
Solo Noi, LLC



Richard Corbett
Partner

Dated: 9/24/08

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY



[Name of Person Acknowledging Receipt]
[Title]

Dated: 10-17-08

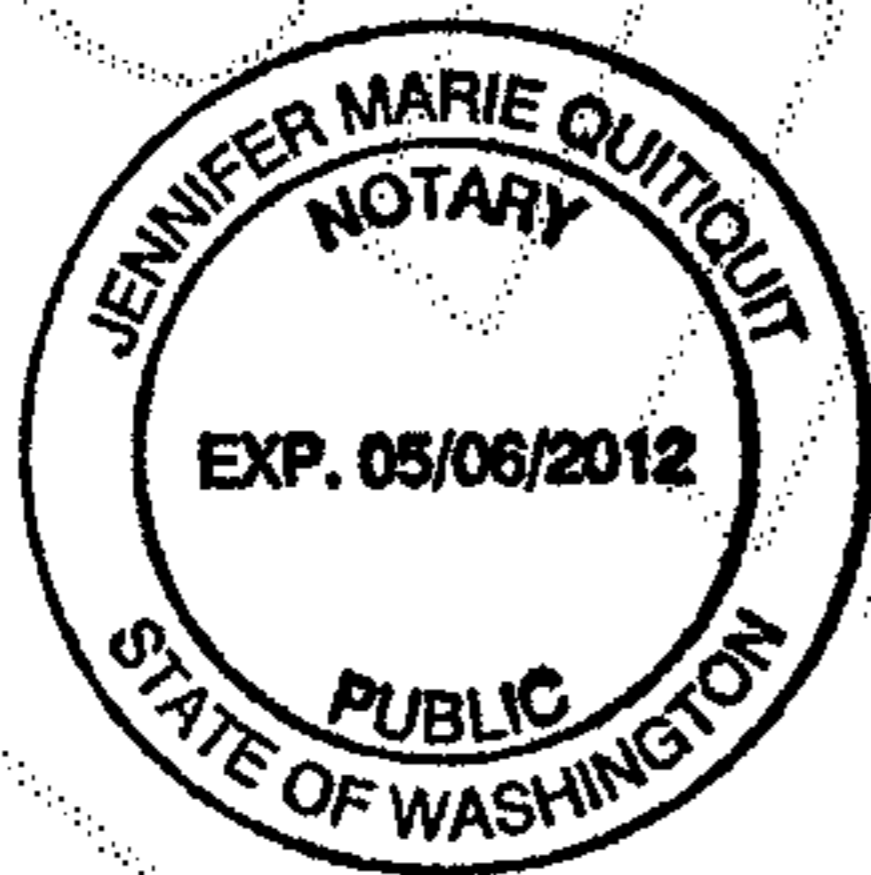
THIS DOCUMENT IS RECORDED
AS A COURTESY ONLY.
FIRST AMERICAN TITLE INSURANCE
CO. ASSUMES NO LIABILITY FOR
SUFFICIENCY, VALIDITY OR
ACCURACY

Document

[INDIVIDUAL ACKNOWLEDGMENT]

STATE OF WASHINGTON
COUNTY OF KING

On this 24 day of SEPTEMBER, 2008 I certify that RICHARD CORBETT personally appeared before me, and acknowledged that **he/she** is the individual described herein and who executed the within and foregoing instrument and signed the same at **his/her** free and voluntary act and deed for the uses and purposes therein mentioned.



J. M. Quitout
Notary Public in and for the State of
Washington, residing at RENTON.
My appointment expires 5-06-2012

[CORPORATE ACKNOWLEDGMENT]

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20____, I certify that _____ personally appeared before me, acknowledged that **he/she** is the _____ of the corporation that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that **he/she** was authorized to execute said instrument for said corporation.

Notary Public in and for the State of
Washington, residing at

My appointment
expires _____.

[REPRESENTATIVE ACKNOWLEDGEMENT]

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20____, I certify that _____ personally appeared before me, acknowledged that **he/she** signed this instrument, on oath stated that **he/she** was authorized to execute this instrument, and acknowledged it as the

_____ [type of authority] of _____ [name of party being represented] to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Notary Public in and for the State of
Washington, residing at _____.
My appointment expires _____.

Unofficial Document

ATTACHMENT A

20080227002416.001

WHEN RECORDED RETURN TO:

Name: Richard Corbett
Address: 3054 180th Ave NE
Redmond, WA 98052



20080227002416

RAINIER TITLE QCD 43.00
PAGE 001 OF 002
02/27/2008 15:43
KING COUNTY, WA

E2334430

02/27/2008 15:07
KING COUNTY, WA
TAX SALE \$10.00 \$0.00

PAGE 001 OF 001

Escrow Number: 411201

Filed for Record at Request of: Rainier Title

QUIT CLAIM DEED

THE GRANTOR(S), Richard Corbett, a married man as his separate estate and Salvatore Lembo, a married man as his separate estate for and in consideration of mere change in name in hand paid, conveys and quit claims to Solo Noi LLC, a Washington Limited Liability Company the following described real estate, situated in the County of King, State of Washington:

Parcel A

That portion of Henry H. Tobin Donation Land Claim No. 37, defined as follows:

Beginning at the Northwest corner of Smither's 5th Addition to the Town of Renton, as per plat recorded in Volume 16 of Plats, Page 33, Records of King county, which is the true point of beginning;
thence South 89°47' West, 44 feet;
thence North 00°13' West, 120 feet;
thence North 89°47' East, 44 feet;
thence South 00°13' East, 120 feet to the true point of beginning.

Being known as Lot 1, Block 1, Mary E. Thorne Addition to the Town of Renton, according to the unrecorded plat thereof;

Situate in the City of Renton, County of King, State of Washington.

Parcel B

That portion of Henry H. Tobin Donation Land Claim No. 37, defined as follows:

Beginning at the Northwest corner of Smither's 5th Addition to the Town of Renton, as per plat recorded in Volume 16 of Plats, Page 33, Records of King county, which is the true point of beginning;
thence South 89°47' West, 44 feet; to the true point of beginning;
thence continuing South 89°47' West, 44 feet;
thence North 00°13' West, 120 feet;
thence North 89°47' East, 44 feet;
thence South 00°13' East, 120 feet to the true point of beginning;

Being known as Lot 2, Block 1, Mary E. Thorne Addition to the Town of Renton, according to the unrecorded plat thereof;

Situate in the City of Renton, County of King, State of Washington.

Abbreviated Legal: (Required if full legal not inserted above.)

Tax Parcel Number(s): 000720-0115-01, 000720-0116-00

Dated: February 14, 2008

Richard Corbett

Salvatore Lembo

411201-12
Said document(s) were filed for record by Rainier Title as accommodation only. It has not been examined as to proper execution or as to its effect upon title.

411201-E

STATE OF WASHINGTON

ss.

COUNTY OF KING

I certify that I know or have satisfactory evidence that Richard Corbett and Salvatore Lembo are the person who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: February 27, 2008

Shelley M. Sykes

Notary name printed or typed: Shelley Sykes
Notary Public in and for the State of WASHINGTON
Residing at Kirkland
My appointment expires:

April 9, 2009

