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ALPHEUS T. HEGGEN
S.W. REGIONAL OFFICE

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March 19, 1996

Department of Ecology
ATTN: RICHARD HEGGEN
510 Desmond Drive SE
PO Box 47775
Olympia, WA 98504-7775

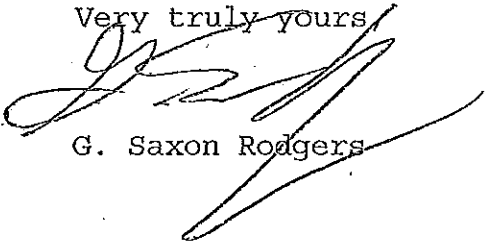
Re: Restrictive Covenant/Interlake Grocery Store
My Client: In Huh

Dear Mr. Heggen:

Enclosed for your information is a copy of the Restrictive Covenant which was signed by Mr. David Swanson and reflects its filing with the Thurston County Auditor's Office on March 19th, 1996. I have also enclosed for your records a copy of the receipt from the Auditor's Office.

I assume the "no further action" letter can issue to Mr. In Huh and we can proceed accordingly. If there are any questions regarding this, please advise.

Very truly yours


G. Saxon Rodgers

GSR:v

Enc.

cc: In Huh



RESTRICTIVE COVENANT
on the Interlake Grocery Property
7446 Mullen Road SE, City of Olympia, Washington

The property that is the subject of this Restrictive Covenant has been the subject of an independent remedial action under Chapter 70.105D RCW. The remedial actions undertaken to clean up the property (hereafter the "Cleanup Actions") are described in reports by Northwest Testing Company (reports dated September 22, 1992, October 26, 1992, November 6, 1992; March 26, 1993, August 30, 1993, March 15, 1993, and March 8, 1994), and Harold's Petroleum, Inc. (reports dated October 12, 1995 and October 30, 1995). The above mentioned documents are kept in the central files at the State of Washington Department of Ecology ("Ecology") Southwest Regional Office.

The undersigned, DAVID A. SWANSON, is the fee owner of real property in the County of Thurston, State of Washington, hereafter referred to as the "Site". The site is legally described as follows:

PARCEL A: That part of the Southwest quarter of the Northwest quarter of Section 35, Township 18 North, Range 1 West, W.M., lying Westerly of county road known as Carpenter Road and South of a line running South 88° 14' 30" East from a point on the West line of said Southwest quarter of the Northwest quarter South 1° 30' 51" West 655.13 feet from its Northwest corner and Northerly of county road known as Mullen Road.

The residual gasoline contaminated soil that is the subject of this restrictive covenant is described in the above-referenced documents.

This Restrictive Covenant is required by Ecology as defined in WAC 173-340-440 because the Cleanup Action resulted in residual concentrations of gasoline which exceed Model Toxics Control Act Method A cleanup levels for soil established under WAC 173-340-720(2).

DAVID A. SWANSON 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 them, including all current and future owners of any portion of or interest in the Site.

Section 1: The residual contamination that is the subject of this restrictive covenant consists of gasoline contaminated soil located beneath the north wall of the northeast corner of the

grocery store building foundation and beneath the southeast corner of the residential dwelling located north of the grocery store and is more specifically described in the above-referenced reports. Remediation or removal of the contaminated soil must be addressed before the owner or successor owner alters, modifies, or removes the existing buildings in any manner that exposes the residual contamination. Any plans for alteration, modification, or removal of the above-mentioned structures shall be submitted to and approved by Ecology or its successor agency prior to such actions.

Section 2: The owner of the property must give written notice to Ecology; or to its successor agency, of the owner's intent to convey any interest in the property.

Section 3: 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 compliance with this deed restriction.

Section 4: The owner must notify and obtain approval from Ecology, or its successor agency, prior to any use of the property that is inconsistent with the terms of this Restrictive Covenant. Ecology or its successor agency may approve any inconsistent use only after appropriate public notice and comment.

Section 5: The owner shall allow authorized representatives of Ecology, or its successor agency, the right to enter the property at a reasonable time, after prior notice, for the purpose of evaluating the Cleanup Action, taking samples, inspecting remedial actions conducted at the property, and inspecting records that are related to the Cleanup Action.

Section 6: No wells shall be hereafter installed in the subject property for the extraction of potable water for human ingestion.

Section 7: The owner of the Site and the owner's assigns and successors in interest reserve the right under WAC 173-340-440(7) to record an instrument which 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 with the consent of Ecology, or its successor agency. Ecology, or its successor agency, may consent to the recording of such an instrument only after appropriate public notice and comment.

DATE: Mar 11, 1996

David A. Swanson
DAVID A. SWANSON, Site Owner



DITLEVSON, RODGERS & HANB

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Thurston Co, WA