

MPBA
Attorneys/Seattle

RECEIVED
JAN 17 2018
DEPT OF ECOLOGY
TCP - NWRO

MONTGOMERY PURDUE BLANKINSHIP & AUSTIN^{PLLC}

5500 COLUMBIA CENTER
701 FIFTH AVENUE
SEATTLE, WA 98104-7096
(206) 682-7090 TEL
(206) 625-9534 FAX

JONATHAN R. MOORE
ATTORNEY AT LAW
jmoore@mpba.com

January 12, 2018

Sonia Fernández, LG
VCP Coordinator
Department of Ecology
Northwest Regional Office
3190 160th Ave SE
Bellevue, WA 98008

Re: Notice of Sale; Declaration of Restrictive Covenant;
Former Western Batteries Site


Dear Ms. Fernández:

As discussed by email, we represent JFFT Real Estate, Inc. ("JFFT"), which owns the property commonly known as the former Western Batteries site at 1127 NW 54th Street, Seattle, Washington (the "Property"). The Property is subject to a restrictive covenant (enclosed), which requires that JFFT provide the Department of Ecology with thirty days' advance notice of JFFT's intent to sell the Property. This letter is that notice.

As also mentioned by email, the proposed sale remains subject to contingencies. If/when the sale closes, we will notify you of the name and address of the buyer so that you may update your records. In the meantime, the buyer is aware of the restrictive covenant.

Please let me know if you have any questions.

Sincerely,



Jonathan R. Moore

JRM:jrm
Enclosure

After Recording Return To:
Bogle & Gates P.L.L.C.
Two Union Square
601 Union Street
Seattle, WA 98101-2346
Attn: Jeffrey W. Leppo



980706-005 09:57:00 AM KING COUNTY RECORDS 007 L10 14.00

**DECLARATION
OF
RESTRICTIVE COVENANT**

9807060305

Grantor: JFFT Real Estate, Inc.

Grantee: State of Washington Department of Ecology

Abbreviated Legal Description: Lots 7 and 8, Block 136 of Gilman Park, Vol. 3 of Plats, Page 40, King County, Washington. Full legal description on page 3.

Assessor's Tax Parcel Number: 226830-0545-04

Related Documents: None

FORMER WESTERN BATTERIES, INC

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by JFFT Real Estate, Inc., 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:

1. Technical Assistance Team Site Assessment Report for: Western Batteries, Seattle, Washington, TDD T10-8810-006. Ecology and Environment. Report prepared for EPA. 1988.
2. Site Characterization Study: Western Batteries, Inc. Facility, Seattle, Washington, Hart Crowser. Report prepared for Vaupell Industrial Plastics. 1991.
3. Cleanup Action Plan: Western Batteries, Inc. Facility, Seattle, Washington, Hart Crowser. Report prepared for Vaupell Industrial Plastics. 1992.
4. Site Remediation: Western Batteries, Inc. Facility, Seattle, Washington, Hart Crowser. Report prepared for Vaupell Industrial Plastics. 1992.

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

This Restrictive Covenant is required because upon completion of the Remedial Action, sampling indicated concentrations of lead of approximately 400 mg/kg in four locations (see Appendix A). The Model Toxics Control Act Method B Residential Cleanup Level for soil established under WAC 173-340-700(3)(b) is 250 mg/kg.

9807060305

MYR10

The undersigned, JFFT Real Estate, Inc., 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: Lots 7 and 8, Block 136 of Gilman Park, according to the plat thereof recorded in Volume 3 of Plats, Page 40, Records of King County, Washington, situated in the City of Seattle, County of King, State of Washington.

JFFT Real Estate, Inc. 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.

9807060305

The Property is 0.2 acres of land located adjacent to the Vaupell Industrial Plastics building. Western Batteries, Inc. occupied the Property from approximately 1975 until 1989. During which time the Property was used for battery and equipment storage, as well as parking. In 1992, a remedial action was conducted as described in the documents previously identified and on file at Ecology's NWRO. A site map showing location of residual contamination is attached as Appendix A. Since the remedial action, a warehouse with a concrete/rebar floor has been constructed on the Property. The Property is completely covered by the concrete flooring, as are adjacent areas that were also remediated in 1992. There is no human or environmental exposure to the soil.

- a. The Property shall be used only for traditional industrial/commercial purposes, as described in RCW 70.105D.020(23) and defined in and allowed under the City of Seattle's

zoning regulations codified in Chapter 23.50 of the Seattle Municipal Code as of the date of this

Restrictive Covenant.

- b. The Owner shall not alter, modify, or remove the existing structure 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. Examples of activities that are prohibited on the Property include: demolition of the building, drilling, digging, placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capability, piercing the concrete with a rod, spike or similar item, bulldozing or earthwork. Any activity on the Property that interferes with the continued protection of human health and the environment is prohibited.

Section 2.

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 maintenance of the Remedial Action.

Section 3.

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.

9807060305

Section 4.

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 5.

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 6.

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.

GRANTOR: JFFT REAL ESTATE, INC.,
a WASHINGTON corporation

By: Frederick Tompkins

Frederick Tompkins, President

Dated this 1 day of July, 1998.

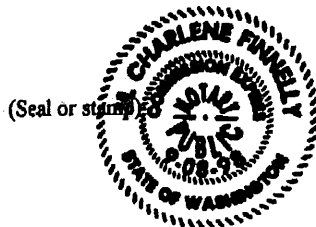
STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Frederick Tompkins 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 the instrument and acknowledged it as the President of JFFT Real Estate, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: July 1st 1998.

M. Charlene Finnely
(Signature)

M. Charlene Finnely
(Name legibly printed or stamped)
Notary Public in and for the State of Washington,
residing at 5549 1st
My appointment expires 9/8/98



9807060305

9807060305

Appendix A Final Verification Soil Sampling Data, Former Western Batteries Site

54TH AVENUE NW

