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11/02/2012 04:22:22 PM \$79.00
AUDITOR, Pierce County, WASHINGTON

After Recording Return to:

Dennis Smart
Cedar Properties Management Inc.
2940 76th Avenue SE, Suite 301
Mercer Island, WA 98040

RECEIVED

NOV 13 2012

WA State Department
of Ecology (SWRO)

WASHINGTON STATE COUNTY AUDITOR / RECORDER'S
INDEXING FORM (Cover Sheet)
(RCW 65.04)

Please print or type information

Documents Title(s) (or transactions contained therein):

Foss Car Audio, 3732 South Cedar Street, Tacoma, WA 98409
DECLARATION OF RESTRICTIVE COVENANT

Reference Number(s) of Documents assigned or released:

Additional reference #s on page _____ of document.

Grantor(s) (Last name first, then first name and initials)

Cedar Properties Management Inc.

Additional names on page _____ of document.

Grantee(s) (Last name first, then first name and initials)

State of Washington, Department of Ecology

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Section 18 Township 20 Range 03 Quarter 24 WINGS: WINGS E 70 FT L 10 THRU 19 B 19 SE
OF NW 18-20-03E APPROX 17,500 SQ FT OUT OF 107-1 SEG S-0716 SG ES

Additional legal is on page _____ document.

Assessor's Property Tax Parcel / Account Number

1200055884 9710001072

Assessor Tax # not yet assigned.

The Auditor / Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



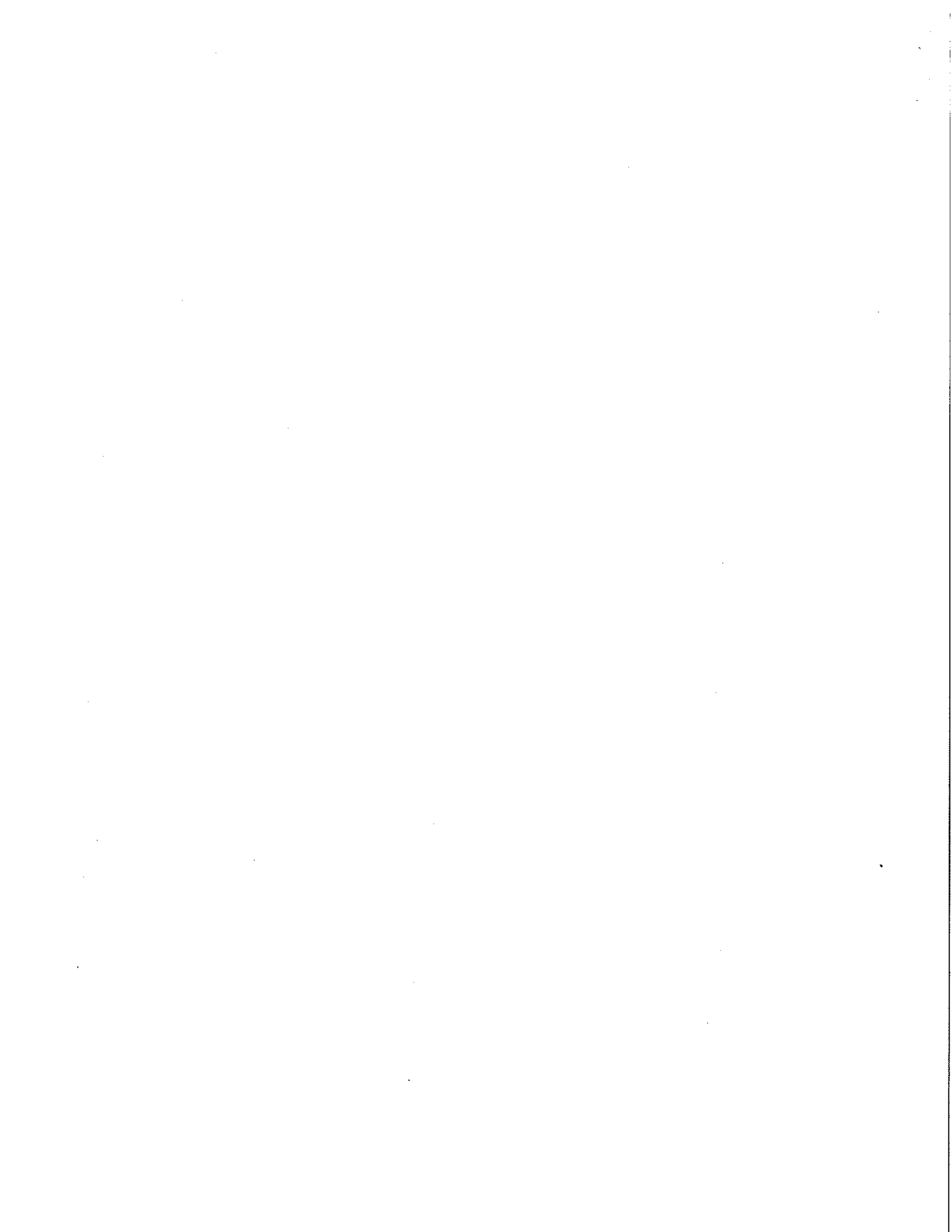
RESTRICTIVE COVENANT

Mr. Dennis Smart and Ms. LaFaye Smart, Foss Car Audio Property

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.03⁰⁰(1)(f) and (g) and WAC 173-340-440 by Mr. Dennis Smart and Ms. LaFaye Smart, 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 consisted of identifying inaccessible contamination located underneath an existing building on the property. These activities are described in the following documents: Phase I Environmental Site Assessment dated 8/9/99, Limited Soils Sampling and Testing Assessment dated 10/2/99, Limited Phase II Environmental Assessment dated 4/30/01, Contamination Delineation Assessment dated 5/7/01. These documents are on file at Ecology's SWRO and define the probable nature of and limited extent of contamination underneath an existing building.

This Restrictive Covenant is required because the site characterization resulted in residual concentrations of petroleum hydrocarbons that exceed the Model Toxics Control Act Method A

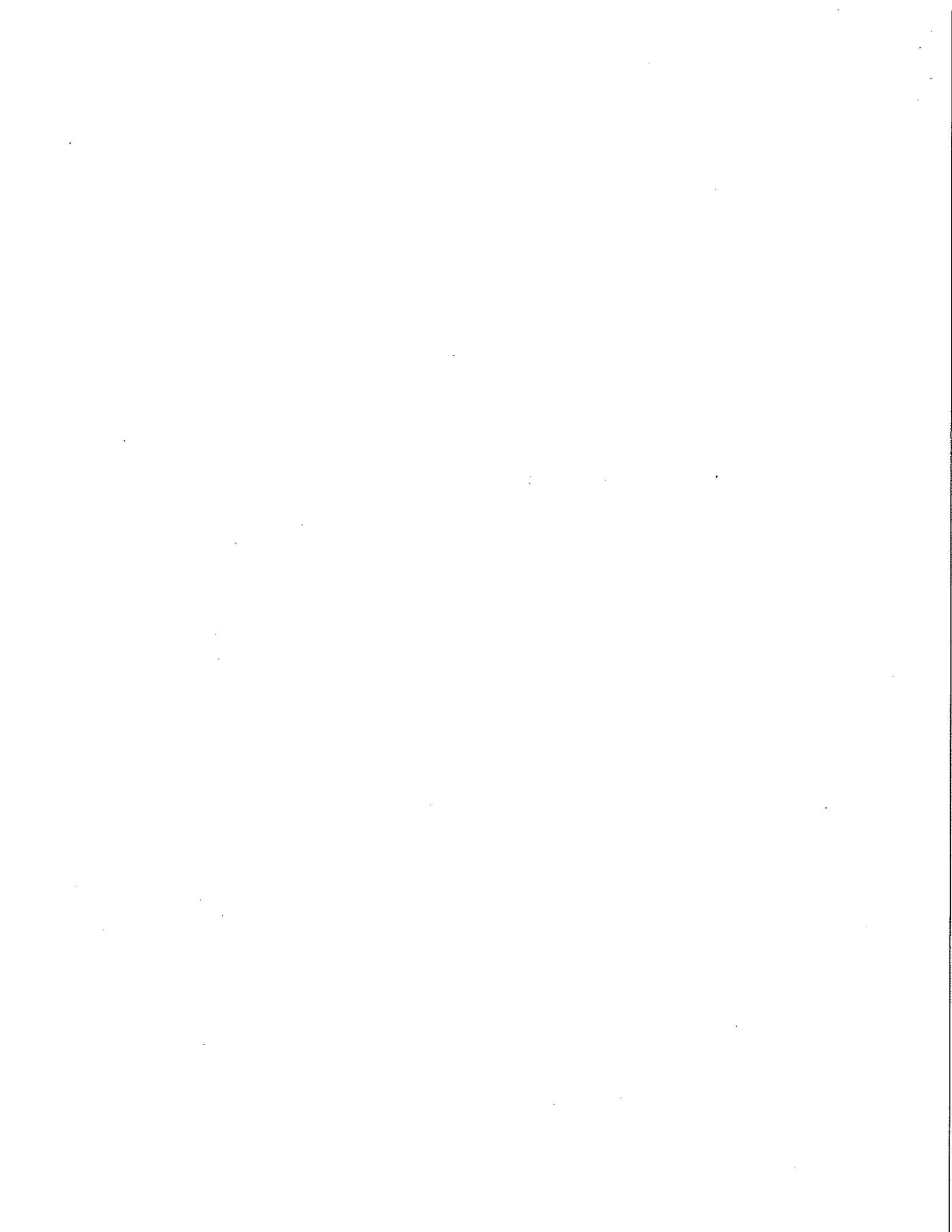


Residential Cleanup Levels for soil established under WAC 173-340.

The undersigned, Mr. Dennis Smart and Ms. LaFaye Smart are the fee owners of real property (hereafter "Property") in the County of Pierce, State of Washington, that is subject to this Restrictive Covenant. The Property is legally described as generally located within the Southeast Quarter of the Northwest Quarter of Section 18, Township 20 North, Range 03 East, W.M. More specifically, the site is located at 3732 South Cedar Street, Tacoma, Washington 98409. Pierce County records note the subject property as one (1) tax parcel assigned account number 971000-107-2.

Mr. Dennis Smart and Ms. LaFaye Smart make 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 contains petroleum hydrocarbon contaminated soil located under the building. 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.

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) days 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.

Dennis K Smart
Mr. Dennis Smart

PEGGY E. CARVER
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES 1-01-04

9/7/01
DATE SIGNED

LaFaye Smart
Ms. LaFaye Smart

PEGGY E. CARVER
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES 1-01-04

9-11-01
DATE SIGNED

[NOTE: The Property Owner must have this Restrictive Covenant notarized.]

PEGGY E. CARVER
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES 1-01-04

ACKNOWLEDGMENT - ORDINARY
STATE OF WASHINGTON } ss.
County of King

On this day personally appeared before me Dennis K. Smart

to me known to be the individual He described in and who executed the within and foregoing instrument and acknowledged to me that He signed the same as HIS free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 7th of September, 2001
Peggy E. Carver / PEGGY E. CARVER
Notary Public in and for the State of Washington, residing at Seattle, WA

PEGGY E. CARVER
STATE OF WASHINGTON

PEGGY E. CARVER
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES 1-01-04

ACKNOWLEDGMENT -- ORDINARY
STATE OF WASHINGTON } ss.
County of King

On this day personally appeared before me La Faye Smakt

to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that She signed the same as Hew free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 11th Day of September, 2001
Peggy E. Carver / Peggy E. Carver
Notary Public in and for the State of Washington, residing at Seattle, WA

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DEPT. OF ECOLOGY/SWRD

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