

6.4 Environmental Covenant

WHEN RECORDED RETURN TO:

NAME: Chicago Title Insurance
ADDRESS: 40 Oak Hollow, suite 350
CITY, STATE, ZIP: Southfield, MI 48034

Attn: Cathy Mac

Chicago Title Insurance Company

701 5th Avenue - Suite 1700 - Seattle, Washington 98104

#12

DOCUMENT TITLE(s)

1. Restrictive Covenant
- 2.
- 3.
- 4.

W 9902526

REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:

Additional numbers on page _____ of document

GRANTOR(s):

1. Chrysler Realty Corporation
- 2.
- 3.

Additional names on page _____ of document

GRANTEE(s):

1. Washington Department of Ecology
- 2.
- 3.

Additional names on page _____ of document

LEGAL DESCRIPTION

Lot-Unit: _____ Block: _____ Volume: _____ Page: _____

Section: 33 Township: 25N Range: 5E

Plat Name: _____

Additional legal description is on page _____ of document

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s): 332505-9151

Additional legal description is on page _____ of document

The 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.

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990312-1739 11:03:00 AM KING COUNTY RECORDS 003 511 12.00

RESTRICTIVE COVENANT

*This document was prepared by
and after recording return to:*
Diana M. Jagiella
Howard & Howard Attorneys,
P.C.
321 Liberty Street, Suite 200
Peoria, IL 61602
Tel. 309/672-1483

RESTRICTIVE COVENANT

OWNER: CHRYSLER REALTY CORPORATION
PROPERTY NAME: FORMER EASTSIDE JEEP EAGLE DEALERSHIP
PROPERTY IDENTIFICATION NUMBER: 3325059151

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1) (f) and (g) and WAC 173-340-440 by CHRYSLER REALTY CORPORATION (hereinafter referred to as "CRC"), its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology").

The undersigned, CRC, is the fee owner of real property (hereafter "Property"), commonly known as 400 116th Avenue NE, Bellevue, in the County of King, State of Washington, that is subject to this Restrictive Covenant. The Property is legally described in Attachment A of this Restrictive Covenant and made a part hereof by reference.

An independent remedial action (hereinafter "Remedial Action") occurred at the Property. The Remedial Action conducted at the Property is described in the following documents:

Report Hydraulic Lift Removal and Independent Remedial Action prepared by Dames & Moore dated December 20, 1996,

Final Supplemental Groundwater Monitoring Report IRA prepared by Dames & Moore dated September 9, 1997, and

Supplemental Groundwater Monitoring Report IRA prepared by Dames & Moore dated September 9, 1998.

These documents are on file with Ecology's Toxics Clean up Program at Ecology's office located at 3190 160th Avenue SE, Bellevue, Washington 98008-5452.

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This Restrictive Covenant is required because residual concentrations of Total Petroleum Hydrocarbons which exceed the Model Toxics Control Act Method A Residential Cleanup Level(s) for groundwater established under WAC 173-340-720 remain at the Property following the Remedial Action.

CRC 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. No groundwater may be taken for domestic uses from the Property. Domestic groundwater uses include, but are not limited to, water used for drinking, bathing, swimming, washing dishes, preparing foods, or watering gardens in which produce intended for human consumption is grown.

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.

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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.

CHRYSLER REALTY CORPORATION

By: [Signature]

Its: Area Manager

Date: 1/20/99

STATE OF MICHIGAN)
COUNTY OF OAKLAND) S.S.

I, a Notary Public, in and for said County in the State aforesaid, DO HEREBY CERTIFY, that D.F. Green, personally known to me to be the Area Manager of Chrysler Realty Corporation, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such officer he/she signed and delivered the said instrument of writing as officer of said Corporation, pursuant to authority given by the Board of Directors of said Corporation as his/her free and voluntary act, and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 20th day of JANUARY, 1999

Peter J. Tompkins
Notary Public
PETER J. TOMPKINS
Notary Public, Macomb County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: Oct. 5, 2000



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After Recording Return to:
Cathy
Chicago Title
40 Oak Hollow, Ste 350
Southfield, MI 48078

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ATTACHMENT A

THE SOUTH 149 FEET OF THE NORTH 542 FEET OF THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING WEST OF THE NORTHERN PACIFIC RAILWAY RIGHT-OF-WAY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE SOUTH 0° 19' 43" WEST ALONG THE WEST LINE OF SAID SECTION 821.00 FEET; THENCE SOUTH 89° 19' 26" EAST 50.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 2-A (116th AVENUE NORTHEAST) AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 0° 19' 43" WEST ALONG SAID RIGHT-OF-WAY 817.89 FEET, THENCE SOUTH 89° 26' 52" EAST 467.89 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE NORTHERN PACIFIC RAILWAY; THENCE NORTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT SOUTH 89° 19' 26" EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 19' 26" WEST 442.63 FEET TO THE TRUE POINT OF BEGINNING.

Commonly known as: 400 116th Avenue NE, Bellevue, Washington

P.I.N. 3325059151

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**Attachment A to
Restrictive Covenant
Former Eastside Jeep Eagle Dealership
P.I.N.: 3325059151**

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