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J & A P S
PAGE001 OF 012
07/20/2007 14:21
COV
KING COUNTY, WA

Return Address:

Department of Ecology
Northwest Regional Office
Attn: Mark Adams, Toxics Cleanup Program
3190 160th Avenue S.E.
Bellevue, WA 98008-5452

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Environmental Covenant 2. _____
3. _____ 4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

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

1. ~~James Bullard~~ Bullard James
2. ~~State of WA, Dept. of Ecology~~ Bullard, Molly

Additional names on page _____ of document

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

1. State of WA, Dept. of Ecology, _____
2. _____

Additional names on page _____ of document

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

North 37 feet of Lot 15, South 10 ft. of Lot 16, Block 1,
Roosevelt Heights Second Addition

Additional legal is on page _____ of document

Assessor's Property Tax Parcel/Account Number

741020 0015

☐ 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.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Cheryl Pedersen

Signature of Requesting Party

After Recording Return to:

Department of Ecology
Northwest Regional Office
Attn: Mark Adams, Toxics Cleanup Program
3190 160th Avenue S.E.
Bellevue, WA 98008-5452

Environmental Covenant

Grantors: James Bullard and Molly Bullard, husband and wife
Grantee: State of Washington, Department of Ecology
Address: 6832 34th Avenue N.E., Seattle, WA 98115

Legal: The North 37 feet of Lot 15, and the south 10 feet of Lot 16, Block 1, Roosevelt Heights Second Addition to the City of Seattle, according to the plat thereof recorded in Volume 33 of Plats, page(s) 37, in King County, Washington.

Tax Parcel Nos.: 741020 0075

Cross Reference: N/A

Grantors, James Bullard and Molly Bullard, husband and wife, hereby bind Grantors, their successors and assigns to the land use restrictions identified herein and grants such other rights under this environmental covenant (hereafter "Restrictive Covenant") made this 20th day of July, 2007 in favor of the State of Washington Department of Ecology ("Ecology") and its successors and assigns. 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)(f) and (g), WAC 173-340-440, and the Uniform Environmental Covenants Act, 2007 Wash. Laws ch. 104, sec. 12.

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 document[s]:

- 1) March 27, 2006, Independent Remedial Action Letter, prepared by The Riley Group; and
- 2) November 20, 2006, Independent Remedial Action Letter Report, prepared by The Riley Group.

These documents are on file at Ecology's Northwest Regional Office located at 3190 160th Avenue S.E., Bellevue, WA 98008.

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of diesel-range total petroleum hydrocarbons (TPH) remaining on the property, which exceed the Model Toxics Control Act Method A Residential Cleanup Level for soil

established under WAC 173-340-740.

Grantors are the fee owners 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: The North 37 feet of Lot 15, and the south 10 feet of Lot 16, Block 1, Roosevelt Heights Second Addition to the City of Seattle, according to the plat thereof recorded in Volume 33 of Plats, page(s) 37, in King County, Washington.

Grantors 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 is underlain by soil contaminated with diesel-range petroleum hydrocarbons. The contaminated soil has been capped as part of the Remedial Action. See Figures 2, 3, 3A and 3B attached hereto. The Owner shall not alter, modify, or remove the existing structure, basement floor, or controlled density fill (CDF) 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 without prior Ecology approval. 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. Should the Owner wish to conduct remodeling or other work in the basement area where the Remedial Action was performed and those activities will involve the disturbance of the concrete basement floor, the Owner shall seek prior written approval from Ecology prior to conducting planned work in that area of the basement. The Owner shall also notify any maintenance workers or contractors of the requirements of this Restrictive Covenant for any work planned or conducted in the area where the Remedial Action was performed.

NOTE: these restrictions DO NOT apply in the existing yard area outside of the shaded area shown on Figure 3A attached to this Restrictive Covenant. They also do not apply to near surface gardening or landscaping activities in the existing yard area that occur within the top five feet of the existing land surface.

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. Figures 2, 3, 3A, 3B, 4 and 5 attached to this Restrictive Covenant reflect the area where the Remedial Action occurred on the Property.

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 including, but not limited to, the soil vapor collection system.

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.

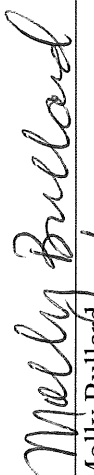
Section 8. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Restrictive Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument may be recorded only if Ecology, after public notice and opportunity for comment, concurs.

Section 9: The Owner shall maintain roof downspouts and surface water drainage to ensure that they drain away from the area where impacted soils remain at depth.

JAMES BULLARD

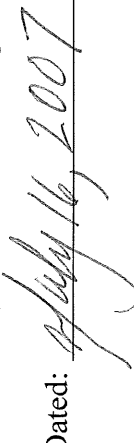

James Bullard
Dated: 7/20/07

MOLLY BULLARD


Molly Bullard
Dated: 7/20/07

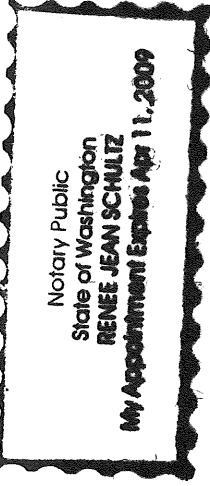
STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

 (Signature)
By: 
For Steve Alexander

Its: _____
Section Manager, Toxics Cleanup
Program, Northwest Regional Office
Dated: 

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

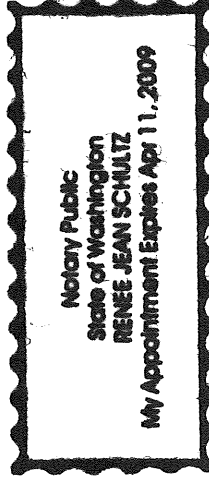
On this 20th day of July, 2007, I certify that James Bullard personally appeared before me, and acknowledged that he is the individual described herein and who executed the within and foregoing instrument and signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.



Renee Jean Schultz
Notary Public in and for the State of WA
Washington, residing at Seattle.
My appointment expires 4-11-09.

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 20th day of July, 2007, I certify that Molly Bullard personally appeared before me, and acknowledged that she is the individual described herein and who executed the within and foregoing instrument and signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.



Renee Jean Schultz
Notary Public in and for the State of WA
Washington, residing at Seattle.
My appointment expires 4-11-09.

Exhibit A
Legal Description

RECORDS OF KING COUNTY, WASHINGTON
SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON

The North 37 feet of Lot 15, and the south 10 feet of Lot 16, Block 1, Roosevelt Heights Second Addition to the City of Seattle, according to the plat thereof recorded in Volume 33 of Plats, page(s) 37, in King County, Washington.





The Riley Group, Inc.
17522 BOTHELL WAY NE
BOTHELL, WASHINGTON 98011

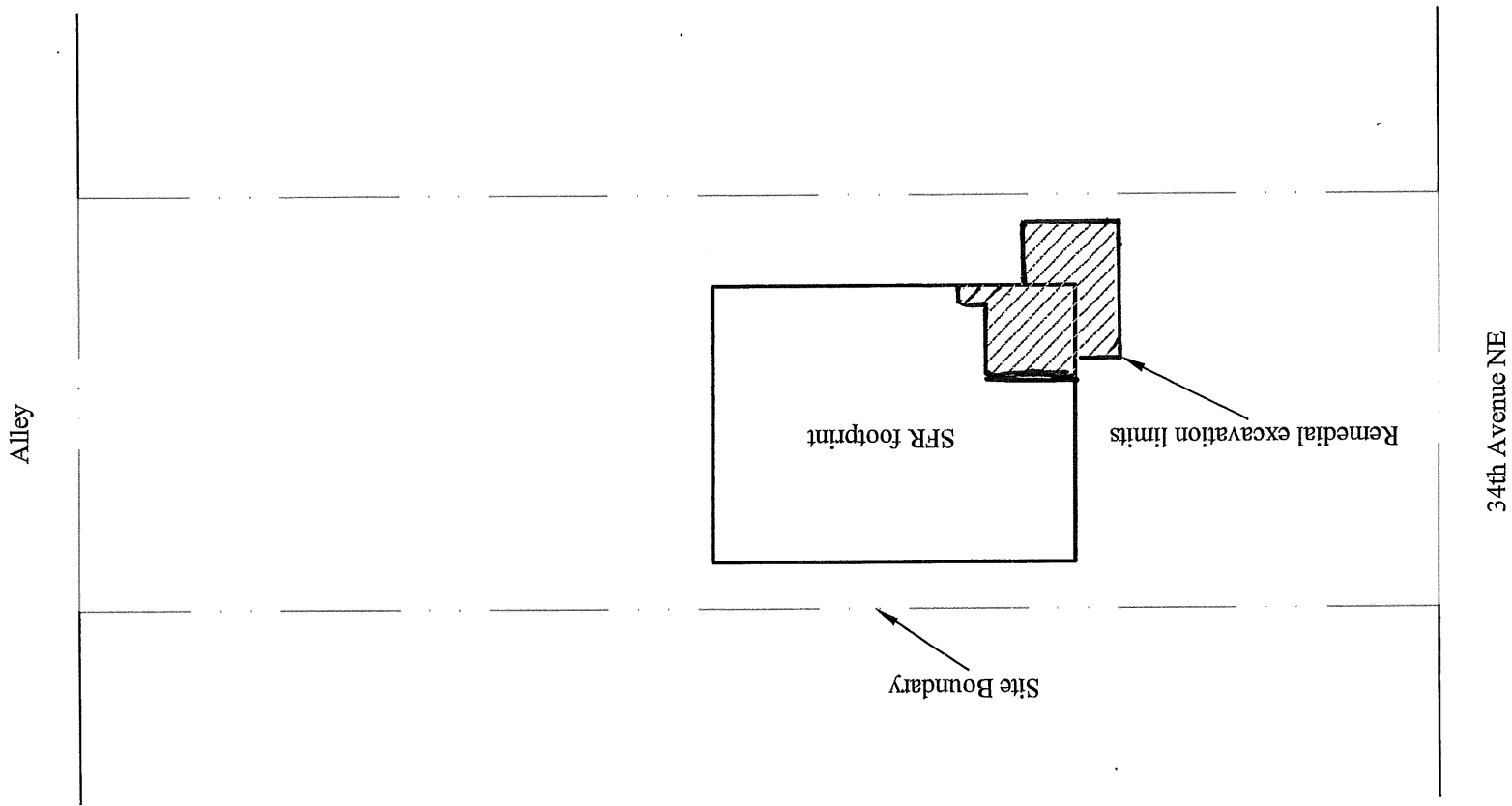
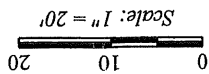
Project # 2005-126

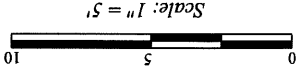
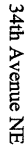
Figure 2

Date Drawn:
02/24/06

Site Address: 6832 - 34th Avenue Northeast, Seattle, Washington

Site Sketch

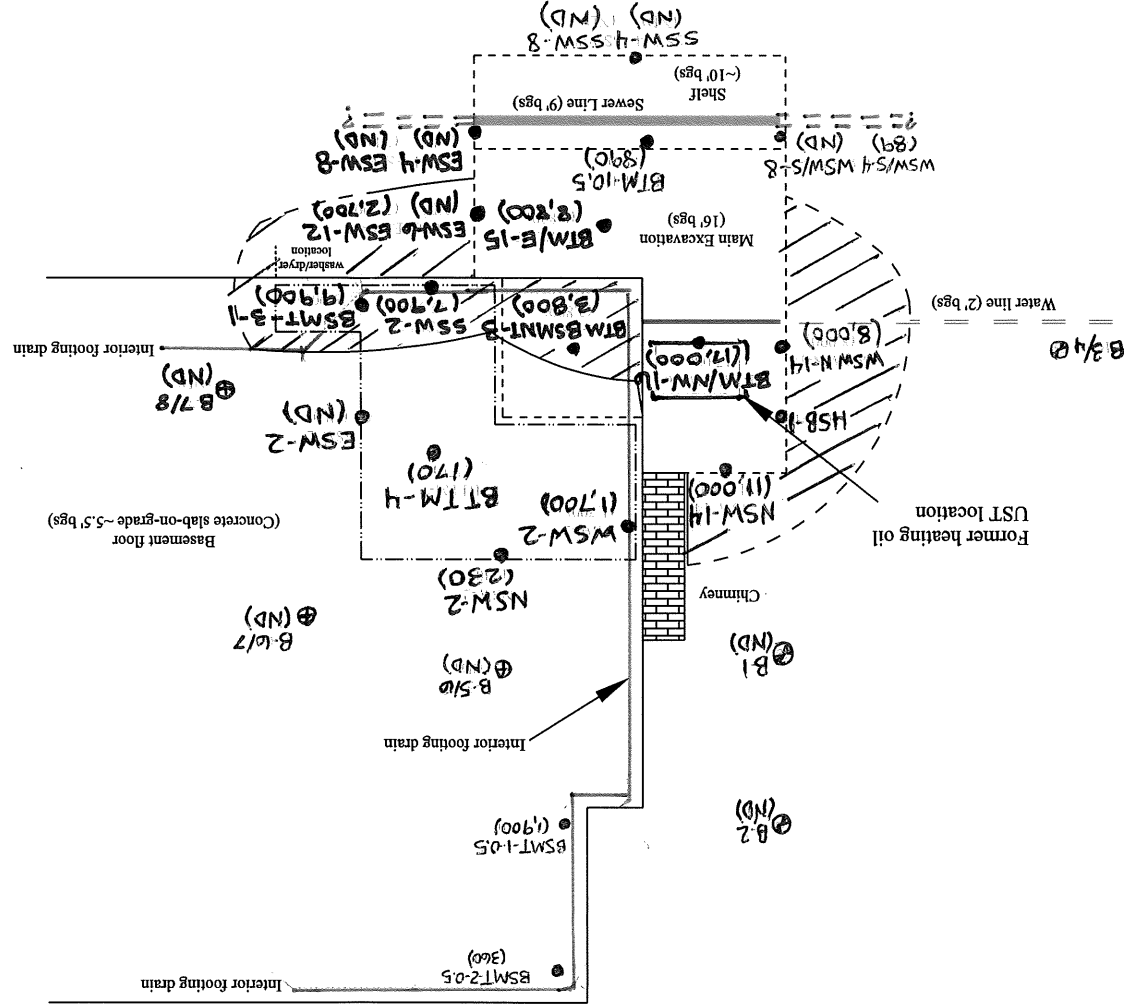
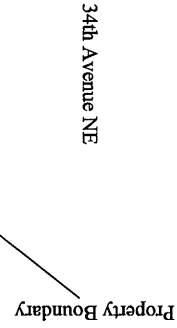




Note: Analytical results given in ug/g (ppm).

LEGEND

Approximate location of former heating oil UST; (Removed in 2004).



Areas Where Soil May Exceed Diesel-range TPH Cleanup Levels
at a Depth Less Than 15 Feet Below the Floor Slab or Ground Surface

Figure 3A

Project #2005-126

Date Drawn: 10/30/06

Site Address: 6832 - 34th Avenue Northeast, Seattle, Washington

The Riley Group, Inc.
17522 BOTHELL WAY NE
BOTHELL, WASHINGTON 98011





Scale: $I'' = 5'$



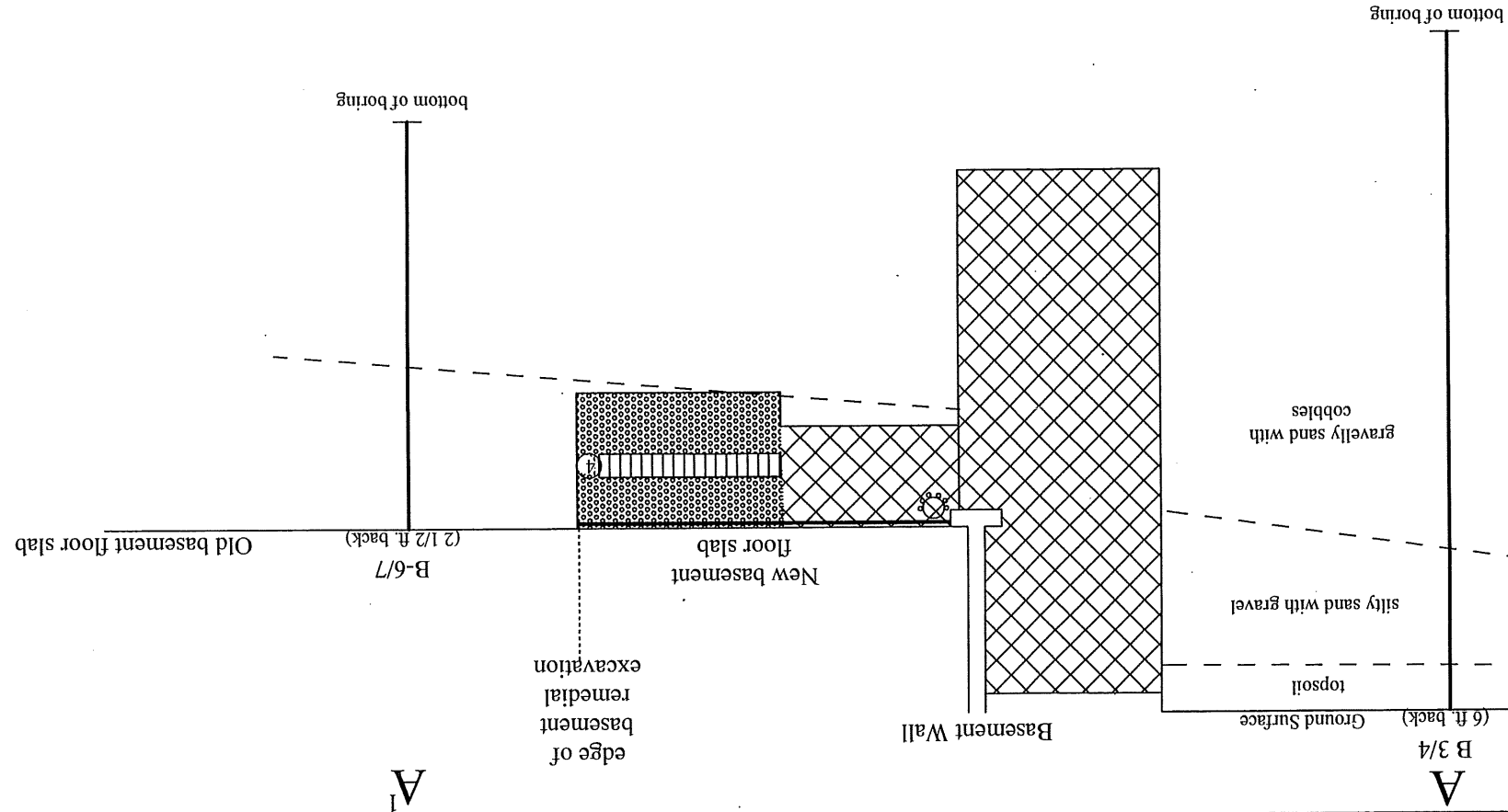
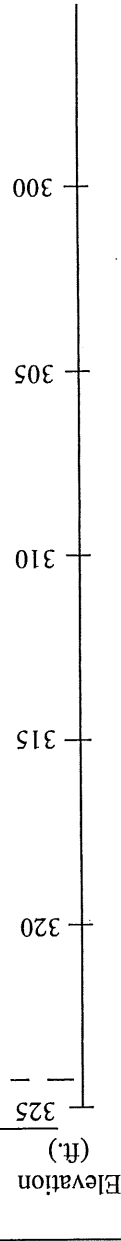
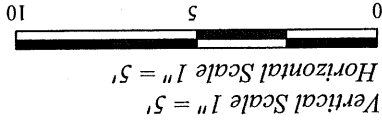
Legend



The Riley Group, Inc.
17522 BOTHELL WAY NE
BOTHELL, WASHINGTON 98011

Site Address: 6832 - 34th Avenue Northeast, Seattle, Washington

Date Drawn: 10/30/06



LEGEND

- Footing Drain
- 4" diameter PVC well casing header pipe for mechanical soil vapor system
- Remedial Excavation backfilled with controlled density fill (CDF)
- Remedial Excavation backfilled with 1/2" - minus pea gravel
- .020" - Slot 4" - diameter PVC well screen
- 6 - ml Visqueen vapor barrier
- geologic contact

Cross Section A-A'

Project #2005-126 **Figure 5** **Date Drawn: 10/30/06**

The Riley Group, Inc.
17522 BOTHELL WAY NE
BOTHELL, WASHINGTON 98011

Site Address: 6832 - 34th Avenue Northeast, Seattle, Washington