



Puget Sound Gateway SR 509/SR167
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Seattle, WA 98104
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Tumwater, WA 98501
206-464-1220
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January 13, 2020

Attn. Tamara Welty
Department of Ecology
Northwest Regional Office
3190 160th Ave SE
Bellevue, WA 98008-5452

Subject: Military Road Investment, LLC – Restrictive Covenant

Dear Tamara:

The Washington State Department of Transportation is funded to construct the SR 509 Completion Project – Stage 1b. SR 509 Stage 1b is the first major stage of the SR 509 Completion Project, located in King County in the cities of Des Moines, Kent and SeaTac. In order to build the proposed improvements WSDOT has to acquire additional right of way.

One of the parcels that was identified for partial acquisition is Military Road Investment, LLC, a property that has had a Restrictive Covenant in place since October 2006 (Exhibit A). This letter serves as official notification of WSDOT's intent to acquire a portion of the property, per Section 4 of the Restrictive Covenant (Exhibit B).

Per our previous discussions, WSDOT will work with Department of Ecology (DOE) to remove the Restrictive Covenant from the property. WSDOT and DOE held two coordination meetings and the following steps describe WSDOT's understanding of the process to remove Restrictive Covenant:

1. WSDOT will hire consultants to perform limited Phase II Environmental Site Assessment (ESA) on the property to better understand the extent of the clean-up scope.
2. WSDOT will advertise the Stage 1b Design-Build contract in the spring of 2020 with an intent to issue Notice to Proceed (NTP) later in 2020.
3. The Design-Builder will be required to notify DOE regarding the demolition of the Poulsbo RV show room building and related excavation and sold removal activities.
4. The Design-Builder will submit a site clean-up work plan to DOE for review and approval prior to roadway construction of the new Veterans Drive connection at the site of the Restrictive Covenant. Other scopes of work for

the Stage 1b contract outside of the Restrictive Covenant limits will proceed to construction once final permits are acquired.

5. The Design-Builder will perform clean-up work and provide sufficient supporting analysis and documentation to DOE to demonstrate that the clean-up work has been completed.
6. DOE, in coordination with WSDOT, will initiate and conduct the public notice and comment process per the Restrictive Covenant. Upon successful completion of the public process, the Restrictive Covenant will be removed from the property.

We look forward to continuing our coordination in order to ensure that the contractual requirements within the SR 509 Stage 1b Design-Build contract reflect DOE expectations. We will also share the results from the upcoming limited Phase II ESA effort to ensure there is a common understanding of the existing site conditions.

Sincerely,



John White
Puget Sound Gateway Deputy Program Administrator

Enclosure: Exhibit A
Exhibit B

cc: Craig Stone

Exhibit A

20061009000085.003

Paulsbo RV Restrictive Covenant

RESTRICTIVE COVENANT Military Road Investments, LLC

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Military Road Investments, LLC, 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:

- *Tank Removal Observations and Limited Environmental Site Assessment, Valley I-5, 23005 Military Road South, Kent Washington* (completed by Enviro for Valley I-5, Enviro Report No. 910714.02, dated October 15, 1991)
- *Underground Storage Tank Closure Site Assessment, Valley I-5 Motor Home, 23051 Military Road South, Kent, Washington* (completed by Sound Environmental Consulting for Valley I-5, dated December 4, 1998, Sound Environmental Consulting Report No. 1798)
- *Phase I Environmental Site Assessment, Kent - Paulsbo RV, 23051 Military Road South, Kent, Washington* (completed by LSI Adapt, Inc. for U.S. Bank, dated June 14, 2004, LSI Adapt, Inc. Report No. WA04-11238-PH1)
- *Limited Phase II Environmental Site Assessment, Kent - Paulsbo RV, 23051 Military Road South, Kent, Washington* (completed by LSI Adapt, Inc. for U.S. Bank, dated August 6, 2004, LSI Adapt, Inc. Report No. WA04-11238-PH2)
- *Supplemental Limited Phase II Environmental Site Assessment, Kent - Paulsbo RV, 23051 Military Road South, Kent, Washington* (completed by LSI Adapt, Inc. for U.S. Bank, dated July 14, 2005, LSI Adapt, Inc. Report No. WA04-11238-PH2)

These documents are on file at Ecology's Northwest Regional Office in Bellevue, Washington.

Poulsbo RV Restrictive Covenant

20061009000085.004

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of gasoline-range total petroleum hydrocarbons (1,200 ppm), benzene (0.17 ppm) ethylbenzene (22.2 ppm) and xylenes (133 ppm) which exceed the Model Toxics Control Act Method A Residential Cleanup Levels for soil established under WAC 173-340-900.

The undersigned, Military Road Investments, LLC, 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:

152204 27 PARCEL A: PORTION OF SW QTR NW QTR STR 15-22-05 LYING WLY OF W MARGIN OF OLD MILITARY ROAD S & ELY OF E MARGIN OF PRIMARY STATE HWY NO 1 EXE N 460 FT THEREOF; EXC S 479.30 FT; EXC PORTION CONVEYED TO STATE OF WA FOR PRIMARY STATE HIGHWAY NO 1 BY DEED UNDER RECORDING NO 5094448; PARCEL B: PORTION OF SLY 300 FT OF SW QTR NW QTR STR 15-22-04 LYING WEST OF OLD MILITARY ROAD EXC PORTION CONVEYED TO STATE OF WA FOR HIGHWAY PURPOSES BY DEED UNDER RECORDING NO 5094447; (BEING A PORTION OF PROPOSED LOT "A" DESCRIBED & DELINEATED PER CITY OF KENT LOT LINE ADJUSTMENT NO LL-2001-8 RECORDING NO 20010712001789—PORTION BEING WITHIN LEVY CODE 1551) EXC PORTION CONVEYED TO CITY OF KENT FOR 36TH AVE S BY DEED UNDER RECORDING NO 20050919002618

Military Road Investments, LLC 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. A portion of the Property contains gasoline-range TPH benzene, ethylbenzene, and xylenes contaminated soil located immediately adjacent to and under the southeast portion of the southern maintenance and sales 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."

"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. 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."

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

Paulsbo RV Restrictive Covenant

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.

Richard Wakazuru

Richard Wakazuru, General Manager
Military Road Investments, LLC

9/18/06

Date

STATE OF WASHINGTON,)
County of King)

ss.

On this day personally appeared before me Richard Wakazuru, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that it was signed as a free and voluntary act and deed for the uses and purposes therein mentioned.

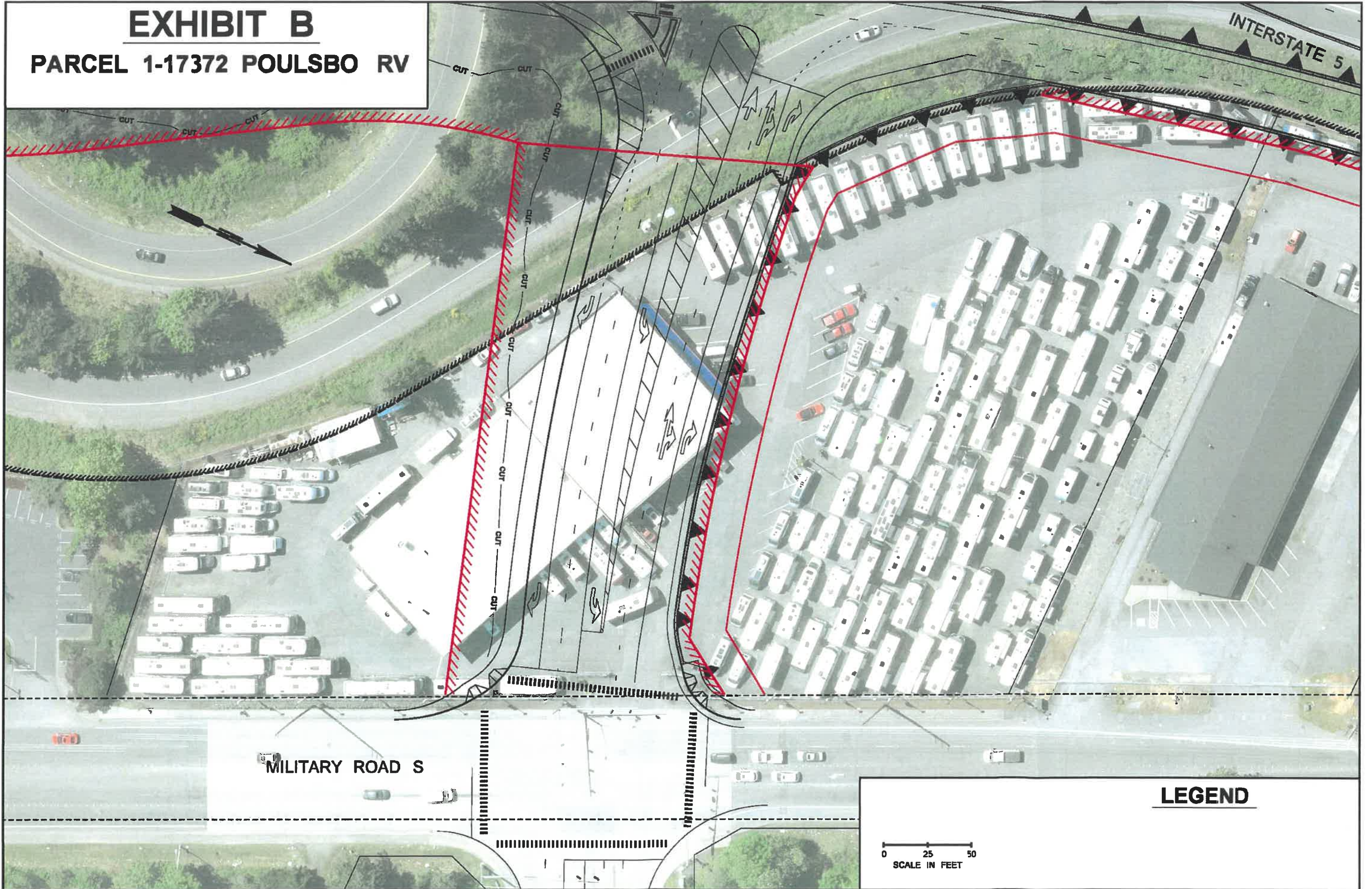
GIVEN UNDER HAND AND OFFICIAL SEAL THIS 18th day of September, 2006



Dawn M. Abbott
NOTARY PUBLIC: (print name) Dawn M. Abbott
State of Washington, residing in Port Angeles
My appointment expires 10/01/06

EXHIBIT B

PARCEL 1-17372 POULSBO RV



DATE 8/13/2019 FILE NAME c:\new folder\0200665\Poulsbo_RV_HazMat.dgn

LEGEND

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SCALE IN FEET