

RESTRICTIVE COVENANT
on the former **TEXACO** property
8701 Greenwood Ave. North, Seattle, WA

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JUL 29 1996

KING RECORDS

The property that is the subject of this Restrictive Covenant has been the subject of an independent remedial action under Chapter 70.105D RCW. The remedial action undertaken to clean up the property is described in various reports on file at the Northwest Regional Office of the Department of Ecology ("Ecology") under the file heading: Incident No. 2298, "Texaco Station 63-232-0037." This Restrictive Covenant is required under Ecology's rule WAC 173-340-440 because the remedial action resulted in residual concentrations of petroleum contaminated soil which exceed Method A cleanup levels for soil established under WAC 173-340-740.

The undersigned, Village/Seattle Partners, is the fee owner of real property in the County of King, State of Washington (legal description attached as Exhibit A hereto), hereafter referred to as "Site." The Site contains the following subsurface areas with the residual hydrocarbon concentrations in the soil exceeding Model Toxics Control Act ("MTCA") Method A Cleanup Levels:

1. Soil approximately three (3) feet below ground surface at the western sidewall of the former waste oil/sump excavation at the southwestern portion of the Site (Sample WOWWH-3).
2. Soil beneath the former waste oil/sump excavation at the southwestern portion of the Site approximately seven (7) feet below ground surface (Sample WOPM3-7).
3. Soil approximately five (5) and six (6) feet below the ground surface at the eastern side wall of the former waste oil/sump excavation at the southwestern portion of the Site (Samples WOEW0-5 and WOEW6-6).

A drawing of the areas of known remaining soil contamination is attached hereto as Exhibit B.

Groundwater has not been impacted in these areas. Soil sample locations are shown on Plat-4 in the *Independent Remedial Action Report* dated January 6, 1996, prepared by Environmental Resolutions, Inc.

Village/Seattle Partners makes the following declaration as to limitations, restrictions and uses to which the Site 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 it, including all current and future owners of any portion or interest in the Site.

Section 1 - Soil with the hydrocarbon concentrations exceeding MTCA Method A Cleanup Levels that is excavated during activities at the Site shall be treated or disposed of at an approved facility. Documentation for disposal of impacted

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soil and results of all laboratory testing shall be submitted to Ecology following completion of activities. If previously unknown areas of soil with hydrocarbon contamination exceeding MTCA Method A cleanup levels are discovered during site activities, (1) Ecology must be notified, (2) the impacted soil will be removed as practicable, and (3) additional impacted soil left on the Site will be characterized and recorded in an addendum to this Restrictive Covenant.

Section 2 - Monitoring well AGW-6 must be sampled semi-annually, five times beginning September 1996. Any values of TPHG, TPHD, and BTEX exceeding Method A cleanup levels for groundwater must be reported to Ecology. Activities at the Site which interfere with the groundwater monitoring are prohibited. If construction or other activities require relocation of AGW-6, Ecology's prior approval must be obtained. Ecology's prior approval is not required for modifications to the surface elevation only of AGW-6 that do not affect sampling or monitoring.

Section 3 - The owner of the Site must give written notice to Ecology, or to a successor agency, of the owner's intent to convey interest in the Site.

Section 4 - The owner must notify and obtain approval from Ecology, or from a successor agency, prior to any use of the Site that is inconsistent with the terms of this Restrictive Covenant. Public notice and comment may be sought by Ecology, or a successor agency, prior to the approval of the proposed change.

Section 5 - The owner shall allow authorized representatives of Ecology, or from a successor agency, the right to enter the Site at reasonable times for the purpose of evaluating compliance with the terms of this Restrictive Covenant.

Section 6 - The owner of the Site and the owner's assigns and successors in interest reserve the right under WAC 173-340-720 and WAC 173-340-440 to record an instrument which provides that this Restrictive Covenant shall no longer limit use of the Site or be of any further force or effect. However, such instrument may be recorded only with the consent of Ecology, or of a successor agency. Public notice and comment may be sought by Ecology, or a successor agency, prior to recording of such an instrument.

DATED this 26th day of July, 1996

VILLAGE/SEATTLE PARTNERS, a California general partnership

By: K & I ASSOCIATES, L.P., a California limited partnership,
its managing general partner

By: VPI, Inc., a California corporation,
its general partner

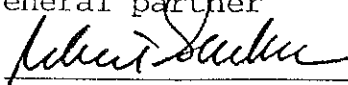
By: 
Robert Isackson
President

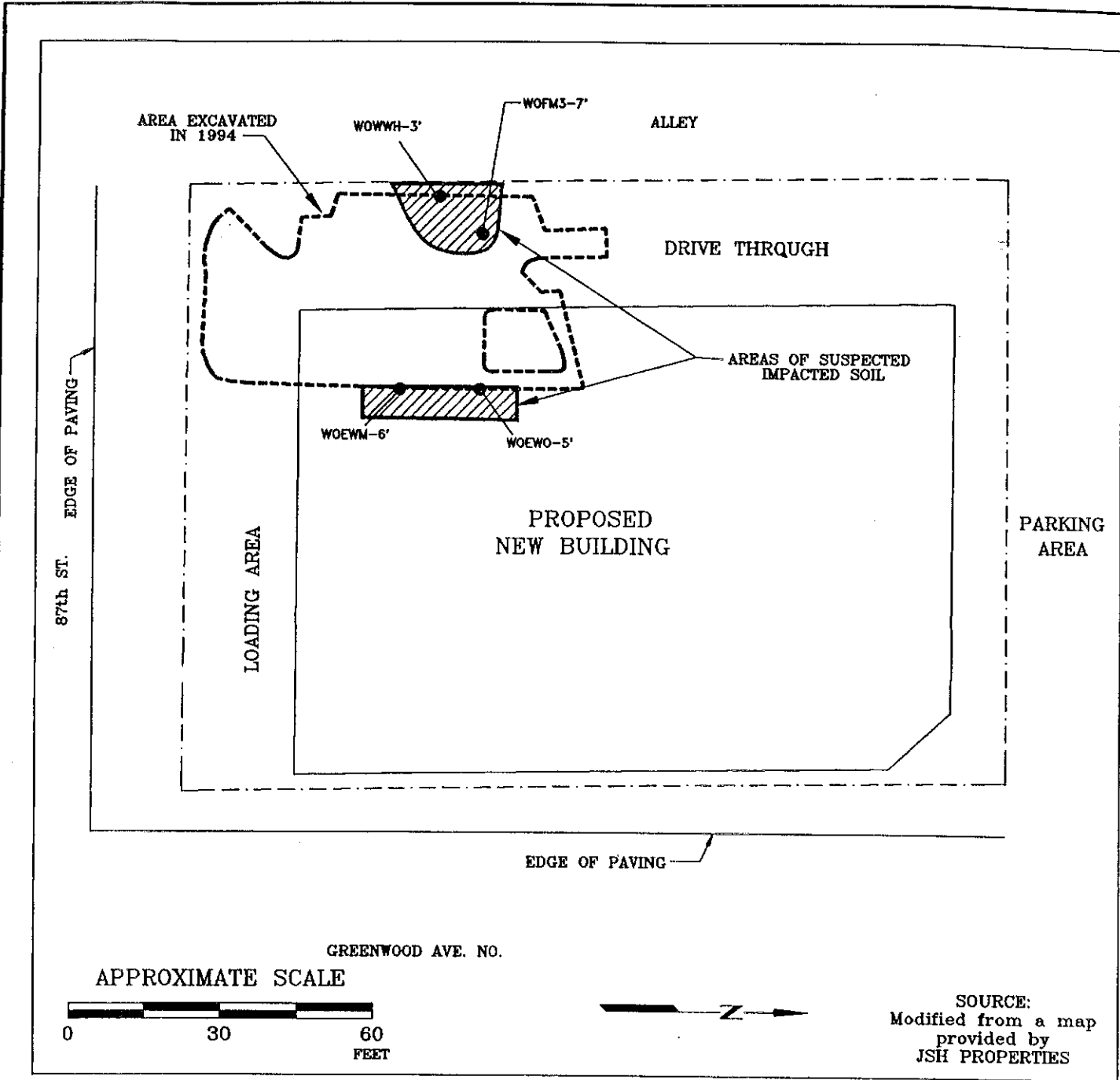
EXHIBIT A

Legal description of that certain real property located at 8701 Greenwood Avenue North, City of Seattle, County of King, State of Washington:

Lots 5 and 6, Block 1, Greenwood Park Third Addition to the City of Seattle, according to the plat recorded in Volume 18 of Plats, page 14, in King County, Washington; EXCEPT the East 15 Feet thereof conveyed to King County for road purposes by Deeds recorded under Auditor's File No. 2579428 and 2582718.

SUBJECT TO: Easements, restrictions and reservations of record, if any.

INCLUDING,
Lot 4, Block 1, Greenwood Park Third Addition to the City of Seattle, according to plat recorded in Volume 18 of Plats, page 14, in King County, Washington, EXCEPT the East 15 Feet condemned for Greenwood Avenue under King County Superior Court Cause No. 238428.



FN 31001003

EXPLANATION

- Soil Sample Location and Identification
WOFM3-7'
- Upper Limit of Excavation

EXHIBIT B



AREAS OF SUSPECTED IMPACTED SOIL
 FORMER TEXACO FACILITY 63-232-0037
 8701 Greenwood Avenue North
 Seattle, Washington

PROJECT NO.
31001
PLATE
P-4
 DATE: 12/28/96

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

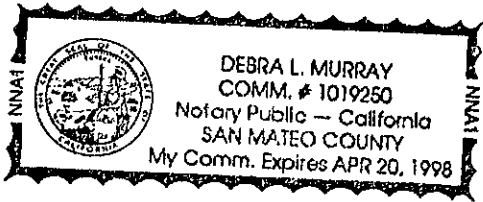
State of California

County of San Francisco

On July 26, 1996 before me, Debra L. Murray, Notary Public
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

personally appeared Robert Isackson
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Debra L. Murray
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
President, VPI, Inc.
TITLE(S)
- PARTNER(S)
- LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Restrictive Covenant
TITLE OR TYPE OF DOCUMENT

4 + notary page
NUMBER OF PAGES

7/26/96
DATE OF DOCUMENT

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)
Village/Seattle Partners

N/A
SIGNER(S) OTHER THAN NAMED ABOVE