

2001 Summary Report

State of Washington Department of Ecology
RESTRICTIVE COVENANT
for The Boeing Company

The following pages are a legal agreement called a “Restrictive Covenant” between The Boeing Company and the Washington State Department of Ecology.

What it’s about:

- The document places permanent rules on a piece of property in Renton, Washington (specifically the “Garden Plaza” and “N 5th Street / N 6th Street and Park Ave N” buildings).
- The reason for these rules is that a past cleanup effort found that the groundwater under the property may still contain levels of vinyl chloride and arsenic that are higher than what is considered safe for residential use.
- This new agreement replaces a previous one from 1994 that dealt with petroleum contamination, which has since been cleaned up.

What the restrictions mean for the property:

- You cannot use the groundwater for any purpose. This means no drinking water wells, etc., on the property.
- You cannot do any activity that would mess up the cleanup effort or expose the chemicals that remain. You need approval from the Department of Ecology to do any work that might disturb the ground.
- If you sell, lease, or transfer ownership of the property, you must give the Department of Ecology 30 days of written notice.
- Any future owner or renter of the property must also follow these exact same rules.
- The Department of Ecology has the right to enter the property at reasonable times to inspect the cleanup and take samples.
- The owner can try to have these restrictions removed in the future, but only if the Department of Ecology agrees after a public review.

In short:

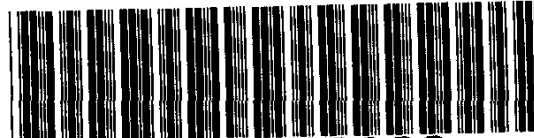
- This is a document which set permanent and legally binding rules for the property.
- This is to make sure that the chemicals in the groundwater don’t pose a risk to people.

**This document has been superseded as of October 2nd, 2023 report
Listed for Rosalie Merks of AAA Management, LLC.**

**Document Titled:
“Rescission of No Further Action (NFA) Status for the following Cleanup Site”**

When Recorded, Please Return To

Gerald Bresslour
Office of the General Counsel
The Boeing Company
P O Box 3707, M/C 13-08
Seattle, WA 98124-2207



20010601000022
TRANSACTION TI COV 15 00
PAGE 001 OF 008
08/01/2001 09:20
KING COUNTY, WA

DOCUMENT TITLE Restrictive Covenant

M200100055

8/15⁰⁰

REFERENCE NUMBERS OF RELATED DOCUMENTS 9409020504,

GRANTOR The Boeing Company, a Delaware corporation

GRANTEE State of Washington Department of Ecology

LEGAL DESCRIPTION Portions of Block 11, Renton Farm Plat, according to the plat thereof recorded in Volume 10 of Plats, page 97, in King County, Washington and portions of Block 1, Sartorisville, according to the plat thereof recorded in Volume 8 of Plats, page 7, in King County, Washington, and as further described on Attachment A on pages 7 and 8

ASSESSOR'S PARCEL NO(S) (Garden Plaza) 756460-0048-04, 756460-0050-09, 756460-0060-07, 756460-0097-04, 756460-0096-05, 722400-1035-02, 756460-0005-05, 756460-0055-04, 756460-0046-06, (Fifth and Park) 722400-0985-04, 722400-1015-06 and 722400-1025-04

Said document(s) were filed for record
by Transnation Title as accommodation
only. It has not been examined as to proper
execution or as to its effect upon title.

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RESTRICTIVE COVENANT

The Boeing Company

This Declaration of Restrictive Covenant is made pursuant to RCW 70 105D 030 (1) (f) and (g) and WAC 173-340-440 by The Boeing Company, d/b/a Boeing (hereafter referred to as "Boeing"), its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter referred to as "Ecology")

An independent remedial action (hereafter referred to as "Remedial Action") occurred at the property that is the subject of this restrictive covenant (hereafter referred to as "Restrictive Covenant") The Remedial Action conducted at the property is described in the following documents:

- 1 Report titled – "Voluntary Cleanup Program Report Garden Plaza and 5th & Park Property, Park Avenue North and North 6th Street, Renton, Washington" Prepared for JM Investments, Seattle, WA. by GEOTECH Consultants, Inc , Bellevue, WA , and dated October 1, 1999.

This document is on file at Ecology's Northwest Regional Office

This Restrictive Covenant is required because a Remedial Action has determined that groundwater at the property may contain vinyl chloride and arsenic concentrations which exceed the Model Toxics Control Act Method A Residential Cleanup Levels established under WAC 173-340-740 Previously a restrictive covenant (hereafter referred to as "Original Restrictive Covenant") was entered into by Boeing on the 26th

day of August, 1994, and recorded with the County of King (Record # 9409020504) The Original Restrictive Covenant noted petroleum contamination in soil and groundwater The petroleum contamination has since been remediated to comply with the Model Toxics Control Act This Restrictive Covenant hereby supercedes the Original Restrictive Covenant recorded in King County (Record # 9409020504)

The undersigned, Boeing, is the fee owner of the real property, described as Garden Plaza and Fifth and Park Buildings, located at Park Avenue North and North Sixth Street, City of Renton, in the County of King, State of Washington (hereafter referred to as "Property"), that is subject to this Restrictive Covenant The Property is legally described in Attachment A

Boeing 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 referred to as "Owner")

Section 1 No groundwater may be taken for any use from the Property

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

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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 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 of continued monitoring, operation, and maintenance of the Remedial Action.

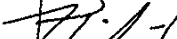
Section 5 The Owner must restrict leases to uses and activities consistent with the Restrictive Covenant and notify all lessees of the restrictions on the use of the Property.

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.

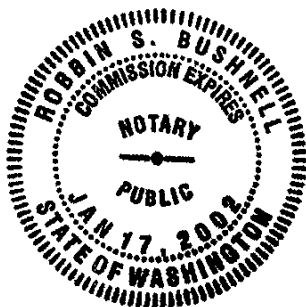
Section 8 The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Restrictive Covenant shall no longer limit use

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By: 
Printed Name: _____
Its Authorized Representative
Date May 21, 2001

[illegible]

Dated: May 21, 2001



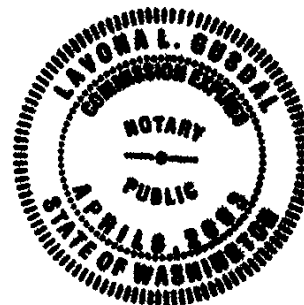
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The Washington State Department of Ecology ("Ecology") authorizes the recording of the foregoing restrictive covenant as a condition to the issuance by Ecology of a letter pursuant to RCW 70.105D.030(1)(a) relating to the property described in Exhibit A Ecology acknowledges that the foregoing restrictive covenant supersedes the Restrictive Covenant recorded under King County recording no 9409020504

Washington State Department of Ecology

By Ronald W. Timm
Its Authorized Signatory

ACKNOWLEDGMENT



State of Washington)
County of King) ss.

I certify that I know or have satisfactory evidence that Ronald W. Timm is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Authorized Representative of The Washington State Department of Ecology to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument

Dated 4-12-01

Lavon L. Gussal
Notary public in and for the State of
Washington, residing at Bellevue
My appointment expires
4-6-03

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ATTACHMENT A

5TH & PARK

Lots 1 through 10, inclusive, Block 11, Renton Farm Plat, according to the plat thereof recorded in Volume 10 of Plats, page 97, in King County, Washington

GARDEN PLAZA

Parcel A

Lots 5, 6, 7 and 8, Block 1, Sartorisville, according to the plat thereof recorded in Volume 8 of Plats, page 7, in King County, Washington.

Parcel B

Lots 1 and 2, Renton Boiler Works Short Plat Number 282-79, recorded under King County Recording Number 7907109002, being a portion of Lots 9, 10, 11 and 12, Block 1, Sartorisville, according to the plat thereof recorded in Volume 8 of Plats, page 7, in King County, Washington

Parcel C

The East 39.3 feet of the West 83 5 feet of Lots 11 and 12, Block 1, Sartorisville, according to the plat thereof recorded in Volume 8 of Plats, page 7, in King County, Washington,

LESS the North 20 feet thereof.

Parcel D

The West 44 2 feet of Lots 11 and 12, Block 1, Sartorisville, according to the plat thereof recorded in Volume 8 of Plats, page 7, in King County, Washington,

LESS the North 20 feet thereof.

Parcel E

Lots 11, 12, and 13, Block 11, Renton Farm Plat, according to the plat thereof recorded in Volume 10 of Plats, page 97, in King County, Washington;

EXCEPT that portion of Lot 13 conveyed to the City of Renton by deed recorded under King County Recording Number 7203140338,

AND,

Lots 1, 2 and the North 35 feet of Lot 3, Block 1, Sartorisville, according to the plat thereof recorded in Volume 8 of Plats, page 7, in King County, Washington,

EXCEPT that portion of Lot 1 conveyed to the City of Renton by Deed recorded under King County Recording Number 7203140338

Parcel F

Lot 4 and the South 15 feet of Lot 3, Block 1, Sartorisville, according to the plat thereof recorded in Volume 8 of Plats, page 7, in King County, Washington

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