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A. Sweeney

PACCAR Inc

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Telephone (206) 455-7400

June 17, 1986

Mr. Patrick Downs
Shoreline Planner
King County
Room 431
King County Administration Building
Seattle WA 98104

Re: Atlas Building Wreckers, Inc. - PACCAR Inc; Desimone
Duwamish Oxbow Property

Dear Mr. Downs:

This responds to your inquiry of June 10 regarding PACCAR's agreements with Atlas respecting restoration of the Atlas salvage yard located on leased property at 10900 - 27th Ave. South, Seattle 98168, and the Shorelines Management Act Substantial Development Permit Application made by Atlas respecting its activities on this property.

As I explained to you, PACCAR is lessee of the affected property from the Desimone interests under a lease expiring in May 1987. A portion of the premises occupied by Atlas' demolition spoils and other materials was subleased by PACCAR to Atlas in 1979 under a sublease which expired on February 28, 1986. The balance of the area occupied by Atlas and its deposits and material represents encroachment on lands leased to PACCAR by the Desimones but not covered by the Atlas sublease.

PACCAR first discovered the encroachment by Atlas and the full extent of depositions of building demolition rubble and other salvage spoils in late August, 1985 and demanded that Atlas remedy these defaults. On September 9 King County Department of Planning and Development served Citation No. 85-1127 on Atlas with respect to this site, alleging among other violations, "the placement of construction debris within an urban shoreline zone." Because failure to comply with any applicable laws was also a violation of Atlas' sublease from PACCAR, PACCAR immediately urged Atlas to make application for the required Shoreline Development Permit to recognize Atlas' existing deposits on the site within an urban shoreline zone.

Since fall 1985 and continuing until May 12, 1986, Atlas and PACCAR have been engaged in negotiations respecting Atlas' continued occupancy after the sublease expired for the purpose of cleaning up and removing all of Atlas' deposits and materials upon this site. On May 12, 1986 Atlas and PACCAR completed an agreement which, among other things, provides as follows:

- Atlas' use of the site during the period of the new agreement is solely for purposes of restoration of the property to the original, vacant bare land condition at the time of lease to PACCAR, except for any materials which can be utilized by the owners for soils stabilization by burying or grading on the site under written plans and instructions approved by the owners and PACCAR.

- Without the written consent of PACCAR, Atlas will not permit the deposit or retention on the site of any new or additional material of any kind subsequent to February 1, 1986.

- Atlas will remove all brick, concrete and masonry by December 31, 1986.

- Atlas will remove all creosoted wood, other wood salvage and debris and all other wood materials by January 31, 1987.

- Atlas will remove all other materials and otherwise restore all areas of the site to the original bare land condition by April 30, 1987.

- Atlas will conduct all its activities on the site solely in accordance with all applicable laws and regulations of municipal bodies having jurisdiction, and shall obtain all necessary permits therefor, including without limitation a Substantial Development Permit from King County (for which Atlas has heretofore made application) as required by law.

As is evident from the foregoing requirements of the May 12 agreement between PACCAR and Atlas, all of Atlas' efforts are to be devoted to cleaning up the site in compliance with all laws, and the grant of a Shoreline Management Permit respecting existing deposits on the site within the Urban Shoreline Zone is essential to recognize the current existence of Atlas' deposits, without condoning additional deposits or detracting from Atlas' contractual undertakings to PACCAR to remove all deposits and materials now located on the site.

While PACCAR has no assurance that Atlas can and will perform any or all of its obligations as stated in our agreement, we expect that Atlas will perform and we wish to give Atlas every opportunity to meet its commitments to the mutual benefit of Atlas and PACCAR. We believe any neighborhood observers of this site and Atlas activities thereon should be aware that Atlas' continued involvement with this property is solely for the purpose of removing existing deposits and materials, and restoring it to its original bare land condition, rather than continuation of Atlas' salvage yard.

I trust the foregoing responds sufficiently to your inquiry, and if you desire any additional information please let me know.

Very truly yours,

Phillip E. Gladfelter
Corporate Real Property Manager

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bcc: T. P. Lukens, Esq.
Larry Lowe
R. Reynolds
D. Sweeney
J. McRae
K. R. Brownstein
M. Candaux
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Residents seek to deny permit

by William Gough
Times staff reporter

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