

Date: 3-7-00Number of Pages Transmitted: 8
(Including this cover sheet)Company Name: DEPT. OF ECOLOGYAttn: Dom TEALEPhone# 360-407-6266**TOM PRUITT**Ace Tank & Equipment
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Tacoma, Wa 98422(253) 383-5000 ext. 1203
(206) 907-3504 (PAGER)
(253) 209-8303 (CELL)Fax Number (253) 593-3742
e-mail address: tpruitt@acetank.com

ATTACHED FOR YOUR REQUEST IS COPY
RESTRICTIVE COVENANT AS FILED WITH
PIERCE CO. AUDITOR
IF QUESTIONS PLEASE CALL

A handwritten signature, likely of Tom Pruitt, is written over a horizontal line. The signature is stylized and includes a circular flourish.

TRANSMIT TO FAX NUMBER 360 407-6305

PIERCE COUNTY, WA

9911190310

11-19-1999 11:24 am

Fee Amt: \$13.00

Name & Return Address:

ACE TANK & EQUIPMENT CO.

1840 MARINE VIEW DRIVE

TACOMA WA. 98422

ATTN: TOM RLUITT

Please print legibly or type information.

Document Title (Or transaction contained therein)

RESTRICTIVE COVENANT

ACE TANK & EQUIPMENT CO.

Grantor(s) (Last name first, then first name, middle name)

ACE TANK & EQUIPMENT CO.

____ Additional Names on Page ____ of Document

Grantee(s) (Last name first, then first name, middle name)

PUBLIC

____ Additional Names on Page ____ of Document

Legal Description (Abbreviated: i.e., lot, block & subdivision name or number OR
section/township/range and quarter/quarter section)NW CORNER OF SW QTR. OF SECT. 36 TOWNSHIP 21 N.
RANGE 3 EAST OF WILLAMETTE MERIDIAN
Complete Legal Description on Page ____ of Document

Auditor's Reference Number(s)

Assessor's Property Tax Parcel/Account Number(s)

R0321361800

The Auditor/Recorder will rely on the information provided on this cover sheet. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. IF YOU REPRODUCE THIS FORM, BE SURE MARGINS REMAIN 3 INCHES AT THE TOP AND 1 INCH ON SIDES AND BOTTOM.

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RESTRICTIVE COVENANT
Ace Tank & Equipment Company

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Ace Tank & Equipment Company (Ace Tank), its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology").

The undersigned, Ace Tank, is the fee owner of real property (hereafter "Property") in the County of Pierce, State of Washington, that is subject to this Restrictive Covenant. The Property is legally described in Attachment A of this restrictive covenant and made a part hereof by reference.

Work to clean up the Property (hereafter "Remedial Action") is described in the Consent Decree entered in *State of Washington, Department of Ecology v. Ace Tank & Equipment Company*, Pierce County Superior Court Cause No. 98-2-07617-3, and in attachments to the Decree and in documents referenced in the Decree. *JP*

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations at portions of the Property identified below of arsenic, antimony, copper, lead and zinc which exceed the Commencement Bay Nearshore/Tideflats Superfund Record of Decision Sediment Quality Objectives (SQOs) for sediments.

Ace Tank makes the following declaration as to limitations, restrictions, and uses to which certain portions of the Property identified below 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. Intertidal sediment under the dock contains contaminants as listed above which exceed the Commencement Bay SQO's for sediments. The dock and sediments under the dock shall not be altered, modified, or removed in any manner that may result in the release or exposure to the environment of any contaminated sediment remaining on the Property or create a new exposure pathway without prior written approval from Ecology. The portion of the Property that is covered by the dock and contains contaminated sediment is described in Attachment B as portion X and made a part hereof by reference.

Section 2. A portion of the Property located in what is known as the launching way contains contaminants as listed above which exceed the Commencement Bay SQO's for sediments. The owner shall not develop or use the Property in any manner that creates an increased risk in the migration or exposure of the contaminated sediment located in the launching way without prior approval from Ecology. The portion of the launching way that contains contaminated sediment is described in Attachment B as portion Y and made a part hereof by reference.

Section 3. 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 4. The Owner shall not develop the Property in any manner that would restrict or impair further remedial actions at the Property to address the contamination remaining on the Site.

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Section 5. 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 continued monitoring, operation, and maintenance of the Remedial Action.

Section 6. 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 7. 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.

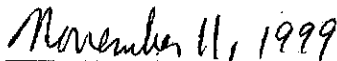
Section 8. The Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Remedial Action; to take samples, to inspect remedial actions conducted at the Property, and to inspect records that are related to the Remedial Action.

Section 9. The Owner shall allow access to the Property to authorized representatives of Ecology, the United States Environmental Protection Agency (EPA) or other Potentially Liable Parties for the Property for the purpose of performing necessary actions to remediate contaminated intertidal sediments that remain at the Property under the dock and in the launching way as described in Attachment B.

Section 10. 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.



[NAME OF PROPERTY OWNER]



[DATE SIGNED]

[NOTE: The Property Owner must have this Restrictive Covenant notarized.]

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Attachment to
RESTRICTIVE COVENANT
Ace Tank & Equipment Co.

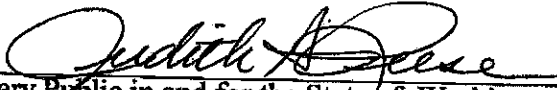
STATE OF WASHINGTON }

COUNTY OF KING }

ss.

On this date personally appeared before me R. Allan Reese to be known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11th day of November,
19 99



Notary Public in and for the State of Washington,

residing at

Seattle, WA

My appointment expires on

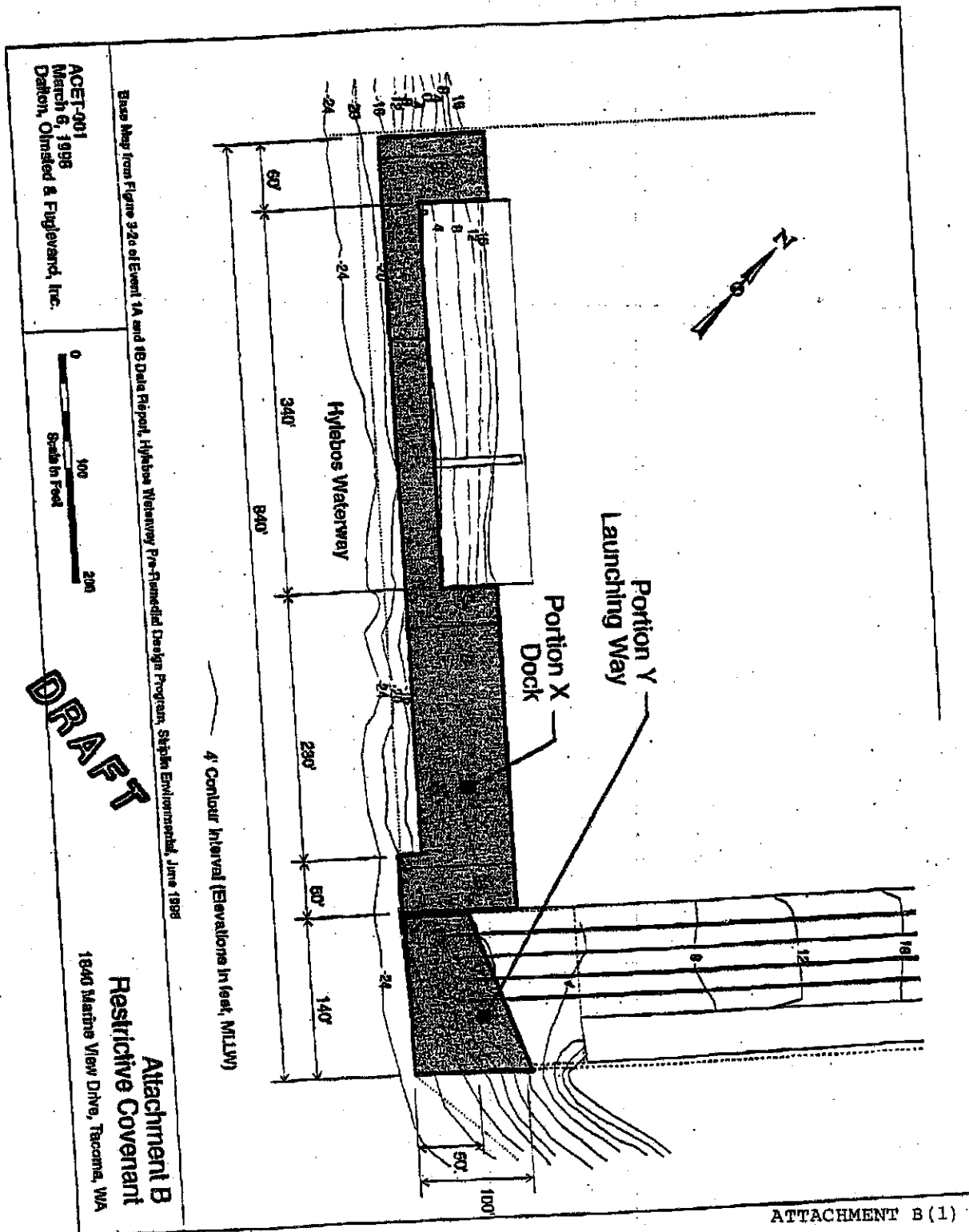
May 10, 2000

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LEGAL DESCRIPTION

Commencing at a brass monument at the Northwest corner of the Southwest quarter of the Northeast quarter of Section 36, Township 21 North, Range 3 East of the Willamette Meridian; thence on a bearing of South 88°59'24" East along the North line of said Southwest quarter of the Northeast quarter of Section 36 for a distance of 220.10 feet to a point on the Southwesterly right of way line of Marine View Drive, (sometimes called Hylebos Access Road); thence on an angle to the right of 33°55'56" on a bearing of South 55°03'28" East following said right of way line for a distance of 43.70 feet to the true point of beginning for this description; thence continuing along said right of way line a distance of 119.21 feet to the point of curvature of a curve to the left having a radius on the right of way line of 5779.58 feet; then along the arc of said curve to the left a distance of 310.24 feet to the point of tangency of said curve; then on a bearing of South 58°08'00" East a distance of 392.62 feet to a point; thence on an angle to the right of 99°52'25" on a bearing of South 41°44'25" West a distance of 1092.30 feet to a point on the Northeasterly Pierhead Line of Hylebos Waterway; thence on an angle to the right of 90°00'00" on a bearing of North 48°15'35" West a distance of 812.10 feet to a point; then on an angle to the right of 90°00'00" on a bearing of North 41°44'25" East a distance of 965.83 feet to the true point of beginning, in Pierce County, Washington.

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