

6.6 Restrictive Covenant

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PIERCE COUNTY, WASHINGTON

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PIERCE COUNTY, WASHINGTON

After Recording Return To:

02 DEC 26 10 22

Brian Wilson
6525 North 53rd Street
Tacoma, WA 98407

RECORDING SUMMARY

Document Title:	Declaration of Covenants
Grantor:	Wilson, Brian M., Trustee
Grantee:	Wilson, Brian M., Trustee
Reference number of document assigned or released:	N/A
Abbreviated Legal Description:	A portion of the NE 1/4 of the SE 1/4 of S13, T20 N, R2E of W.M. (Full Legal Description on pp. 1 & 2)
Assessor's Tax Parcel Number:	022013-4-014, 022013-4-015, 022013-4-016

*BLT INVESTMENT
LLC*

DECLARATION OF COVENANTS

THIS DECLARATION OF COVENANTS is entered into this 13 day of December, 2002, by BRIAN M. WILSON, TRUSTEE OF THE REVOCABLE TRUST OF BRIAN M. WILSON dated April 9, 1996, hereinafter referred to as "Declarant."

WITNESSETH:

RECITALS

A. Declarant is the fee owner of certain real property and improvements located at 4030 South Tacoma Way, Tacoma, Washington, and legally described as follows:

Parcel A:

That portion of the following described property lying west of South Washington Street:

Beginning at the intersection of the westerly line of South Tacoma Way with the south line of the north half of the northeast quarter of the southeast quarter

of Section 13, Township 20 North, Range 2 East of the Willamette Meridian; thence northerly along said west line of South Tacoma Way, 130.46 feet; thence west 74.42 feet; thence south 130 feet to the south line of the north half of the northeast quarter of the southeast quarter; thence east 85.98 feet to the place of beginning.

Except that portion thereof condemned for Washington Street.

Parcel B:

Beginning 262.94 feet northerly along the easterly line of the right of way of the Northern Pacific Railway Company from the intersection of said right of way with the south line of the north half of the northeast quarter of the southeast quarter of Section 13, Township 20 North, Range 2 East of the Willamette Meridian; thence northerly on said right of way 100.59 feet; thence east 435.91 feet to the westerly line of South Tacoma Way, before widening; thence southerly along said line 100.49 feet; thence west 434.74 feet to the point of beginning.

Except that portion taken by the City of Tacoma for widening of South Tacoma Way in Pierce County Superior Court Cause No. 74919.

Parcel C:

Beginning at a point 262.94 feet northerly along the easterly line of the right of way of the Northern Pacific Railway Company from the intersection of said right of way with the south line of the north half of the northeast quarter of the southeast quarter of Section 13, Township 20 North, Range 2 East of the Willamette Meridian; thence East 434.74 feet to the westerly line of South Tacoma Way, before widening; thence southerly along said line 133.13 feet; thence west 448.42 feet to the east line of said right of way; thence northerly along said right of way 132.94 feet to the point of beginning.

Except that portion thereof as appropriated by the City of Tacoma under Pierce County Superior Court Cause No. 63018.

All parcels situate in the City of Tacoma, County of Pierce, State of Washington.

(the "Property").

B. It has been discovered that groundwater flowing beneath the surface of the Property and the adjoining property contains chlorinated hydrocarbons coming from one or more sites located away from the Property.

C. The Declarant has been informed and believes that the groundwater beneath the surface of the Property will be naturally cleansed over a period of time and no further remedial action will be necessary.

D. The Declarant has voluntarily notified the Department of Ecology of the groundwater problem and has filed all reports and taken all other administrative action required by the Department of Ecology with regard to the soils on the Property and the groundwater located beneath the surface of the Property.

E. In compliance with the requirements of the Department of Ecology and WAC 173-340-440, the Declarant desires to subject the Property to the following covenants:

COVENANTS

1. Grant of Covenants. Declarant, for himself, and for his heirs, successors and assigns, does hereby subject the Property to these covenants, effective upon recording with the Pierce County Auditor.

2. Covenant Provisions.

(a) Any taking of groundwater from the Property or any activities upon the Property that may interfere with the clean-up action, operation and maintenance, monitoring, or other measures necessary to assure the integrity of any clean-up action and continued protection of human health and environment are prohibited;

(b) Any activities that may result in the release of the groundwater from the Property are prohibited;

(c) Before any interest in the Property may be conveyed to another, the owner of the Property must first give the Department of Ecology of the State of Washington thirty (30) days prior written notice. No conveyance of title, easement, lease or other interest in the Property shall be consummated by the Property owner without adequate and complete provision for compliance with WAC 173-340-440, as it may be amended from time to time;

(d) The owner of the Property shall at all times restrict leases to uses and activities consistent with this Declaration of Covenants, and shall notify all lessees of the restrictions on the use of the Property;

(e) Notice of these covenants must be included in any instrument conveying any interest in all or any portion of the Property;

(f) The owner of the Property must notify the Department of Ecology of the State of Washington and receive its approval for any use of the Property in a manner that is

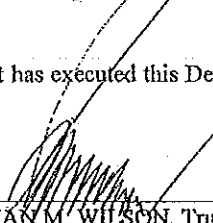
inconsistent with these covenants. In the event the Department of Ecology, after public notice and comment, approves the proposed changes, these covenants shall be amended to reflect the change; and

(g) The Department of Ecology of the State of Washington and its designated representatives shall have the right, at reasonable times and upon reasonable notice, to enter the Property for the purpose of evaluating compliance, including the right to take samples, inspect any remedial actions taken on the Property, and to inspect records.

3. Notification of Local Government. Prior to these covenants being executed and recorded, the Declarant will notify the Tacoma-Pierce County Health Department and seek its comment.

4. Removal of Covenants. These covenants may not be removed from the Property without the prior written approval of the Department of Ecology of the State of Washington.

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Covenants on the day and year first above written.



BRIAN M. WILSON, Trustee of the
Revocable Trust of Brian M. Wilson

RECEIVED
DEC 26 10:22

STATE OF WASHINGTON)
)
County of Pierce)

ss.

'02 DEC 26 10:22

On this day personally appeared before me Brian M. Wilson to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he executed said instrument as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13 day of December, 2002.

For recording in the state of Washington, the Notarial Seal must be fully legible and cannot intrude into document margins. Please affix seal in the space provided.

Marilyn Wetch
MARILYN WETCH
[Print Name]
NOTARY PUBLIC in and for the State of
Washington, residing at Tacoma
My Commission expires: 06-15-06

