

980204-0371 09:13:00 AM KING COUNTY RECORDS QRS TMS 12.00



Return Address

Brian Reynolds  
Cornell & Associates, Inc.  
2633 Eastlake Avenue East #307  
Seattle, WA 98102

Unofficial Copy

**Restrictive Covenant**  
**Renbrad, L.L.C.**  
**Mt. Baker Building**

9802040371

**Legal: Blk 31 Lot 1 Mount Baker Park Add**  
**Full legal is on page (1 & 2) one and two of document**

**Assessor's Property Tax Account Number:**  
**570000 2385 03**

## Restrictive Covenant

### Renbrad, L.L.C., Mt. Baker Building

This Declaration of Restrictive Covenant is made pursuant to RCW70.105D.030 (1) (f) and (g) and WAC 173-340-440 by Renbrad L.L.C., its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology").

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

- \* Independent Remedial Action Report prepared by Environmental Associates, Inc., January 17, 1997;
- \* Phase 1 Environmental Site Assessment, Mount Baker Court Building, prepared by ATEC Environmental Consultants, August 31, 1992;
- \* Assessment of underground Tanks, 3601 McClellan, Seattle, Washington, prepared by SCS Engineers, November 22, 1994;
- \* Site Assessment and soil Sampling Report, Mt. Baker Building, Seattle, Washington, prepared by Stemen Environmental, Inc., February 25, 1995;
- \* UST Removal / Soil Closure Summary, Mt. Baker Building, prepared by Environmental Associates, Inc.;
- \* UST In-Place Closure Summary, Mt. Baker Building, prepared by Environmental Associates, Inc., July 17, 1996;

This document is on file at Ecology's Northwest Regional Office (NWRO).

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of diesel and heavy oil which exceed the Model Toxics Control Act Method A Residential Cleanup Level for soil established under WAC 173-340-740.

The undersigned, Renbrad L.L.C., is the fee owner of the real property (hereinafter "Property") in the County of King, State of Washington, that is subject to this Restrictive Covenant. The Property is legally described as follows:

Lot 1, Block 31, Mt. Baker Park, According to the Plat thereof, recorded in Volume 16 of plats, page 3, in King County, Washington;

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Except the following described portion:

Beginning at the southwest corner of Lot 1;  
Thence North along the West side of said Lot, 8.75 Feet;  
Thence East to a point on the Easterly line on said Lot, 9.00 Feet  
Northerly of the Southeast corner thereof;  
Thence South along said Easterly line of said Lot to the Southeast  
corner thereof;  
Thence West along the Southerly line of said Lot to the point of  
beginning.

Renbrad, L.L.C., 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 (hereinafter "Owner").

Section 1.

A portion of the Property contains diesel and heavy oil  
contaminated soil located under the western edge of the building  
and under the adjacent sidewalk at a depth of approximately 10 to  
13 (See Exhibit A). The owner shall not alter, modify, or remove  
the existing structure in any manner that may result in the  
release or exposure to the environment of that contaminated soil  
or create a new exposure pathway without prior written approval  
from Ecology.

Section 2. Any activity on the Property that may interfere with  
the integrity of the Remedial Action and continued protection of  
human and the environment is prohibited.

Section 3. Any activity on the Property that may result in the  
release or exposure to 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 written  
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 for 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.

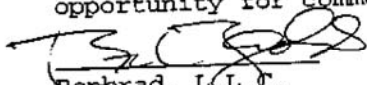
Section 6. The owner must notify and obtain approval from Ecology  
prior to any use of the Property that is inconsistent with the

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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 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.

  
Renbrad, L.L.C.  
2-3-98  
Date Signed

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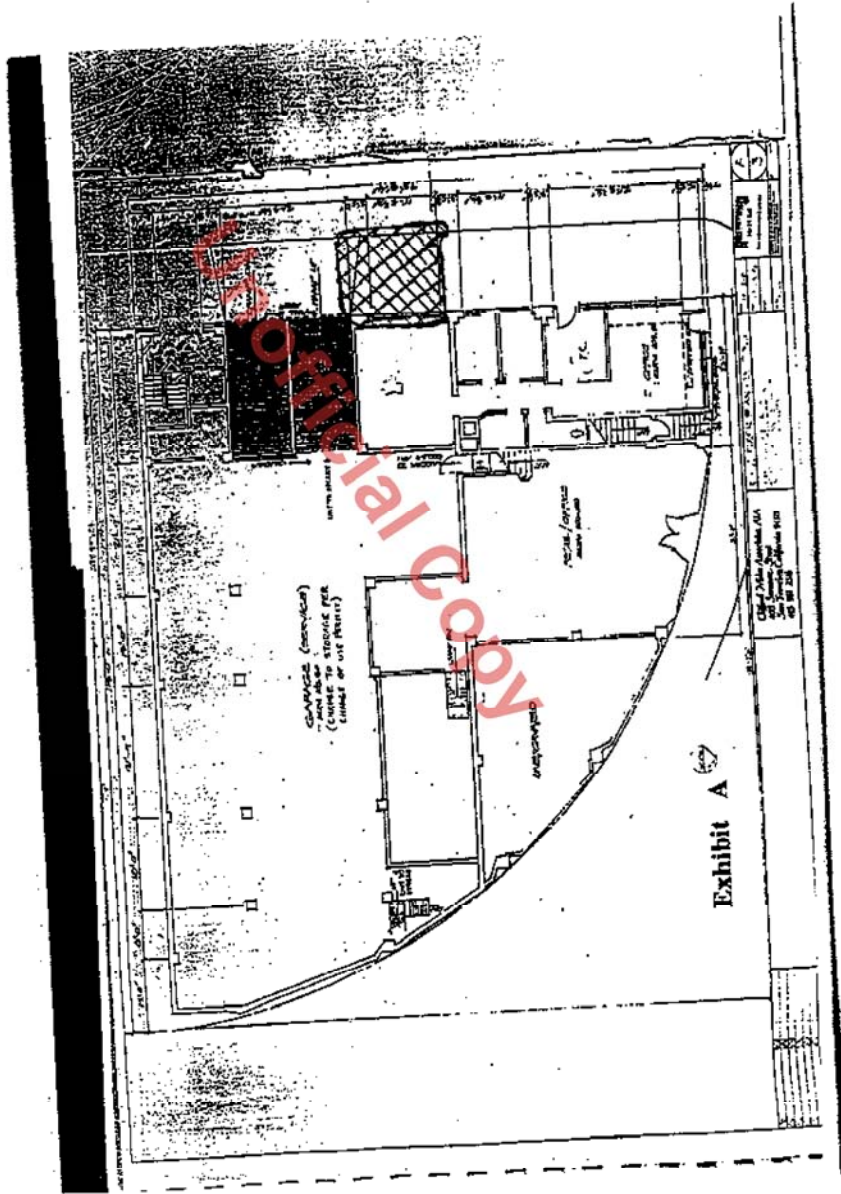
STATE OF WASHINGTON )  
County of King )

This is to certify that on this 3rd day of February, A.D. 1998, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and qualified, personally appeared Brian Reynolds, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned herein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Christine L. Baehnel  
NOTARY PUBLIC in and for the State of Washington  
Residing at: Seattle  
My Commission Expires: 5/26/00





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