


## 6.2 Environmental Covenant

980715-1773 03:45:00 PM KING COUNTY RECORDS ON LLO 11:00

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**WHEN RECORDED, MAIL TO:**

Nestle USA, Inc.  
Noelia Marti-Colon  
Legal Department  
800 North Brand Boulevard  
Glendale, CA 91203



**RESTRICTIVE COVENANT**

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**Recording Information:** CHICAGO TITLE INS. CO.  
REF# W198030546

Reference Numbers of Documents Assigned or Released: Not Applicable

Grantor: NESTLE USA, INC.

Grantee: THE STATE OF WASHINGTON, DEPT. OF ECOLOGY

Additional Grantors/Grantees: N/A

Abbreviated Legal Description: Portion of the E 1/2 of the SE 1/4 of Section 6, Township 25 N, Range 7 E, W.M., King County, Washington

Tax Assessor's Parcel No.: 062507-9021-04  
(additional legal description on page 1)

CHICAGO TITLE INSURANCE COMPANY has placed the document of record as a customer courtesy and accepts no liability for the accuracy or validity of the document.

### RESTRICTIVE COVENANT

The Nestlé USA, Inc., Carnation Farm Training Center

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Nestlé USA, Inc. (formerly Nestlé Food Company), 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: (1)

1. September 25, 1997, Independent Remedial Action by Century West Engineering Corp.
2. March 28, 1997, Quarterly Monitoring Report First Quarter 1997, by Century West Engineering Corp.
3. January 24, 1997, Quarterly Monitoring Report Fourth Quarter 1996, by Century West Engineering Corp.
4. November 8, 1996, Quarterly Monitoring Report Third Quarter 1996, by Century West Engineering Corp.
5. August 23, 1996, Quarterly Monitoring Report Second Quarter 1996, by Century West Engineering Corp.
6. June 5, 1996, Quarterly Monitoring Report First Quarter 1996, by Century West Engineering Corp.
7. April 8, 1996, Quarterly Monitoring Report Fourth Quarter 1995, by Century West Engineering Corp.
8. October 5, 1995, Quarterly Monitoring Report, by Century West Engineering Corp.

These documents are on file at Ecology's Northwest Regional Office.

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

(1) The term "document" means reports prepared regarding the remedial action as well as Ecology's NFA letter

The undersigned, Nestlé USA, Inc., is the fee owner of real property (hereafter "Property") in the County of King, State of Washington, that is subject to this Restrictive Covenant. The Property subject to this Restrictive Covenant is legally described as follows:

That portion of the east half of the southeast quarter of Section 6, Township 25 North, Range 7 East, W.M., in King County, Washington, being described as follows:

Commencing at the southeast corner of said subdivision thence N08°56'24"E along the east line thereof 812.48 feet; Thence N81°03'36"W 599.11 feet to a point on a line which is parallel to and 30 feet northeasterly of the as-built centerline of the existing County road, when measured at right angles, and the True Point of Beginning; Thence N43°04'01"W along said parallel line 167.72 feet; Thence N46°55'59"E 120.00 feet; Thence S43°04'01"E 167.72 feet; Thence S46°55'59"W 120.00 feet to the True Point of Beginning.

Nestlé USA, Inc. makes the following declarations 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 "Owner").

Section 1: If the structures described below are ever demolished, cleanup of contaminated soils will occur at that time under the provisions of WAC 173-340-740:

That portion of the Property containing gasoline contaminated soil located around former 5,000 gallon and 10,000 gallon underground storage tanks and fuel pump/product line areas, under the southeast and southwest corners of the buildings of the Maintenance Shop and attached Generator Building and subsurface utilities in the area, and the east concrete pad by these buildings as more particularly identified in the legal description above. The Owner shall not alter, modify, or remove the existing structure(s) or conduct any activities on the Property in any manner that may result in the release or exposure to the environment of hazardous substances over cleanup levels 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 health 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 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.

Nestlé USA, Inc.

Date Signed \_\_\_\_\_

— KRISTIN ADRIAN

personally known to me - ~~OR~~ ☐

proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal:

WITNESS my hand and official seal  
*Maria Elizabeth Perez*  
 SIGNATURE OF NOTARY

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