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Buck & Gordon LLP
902 Waterfront Place
1011 Western Avenue
Seattle, WA 98104-1097



RESTRICTIVE COVENANT

Grantor(s) Beta-Bothell Holding LLC

Grantee(s) State of Washington

Legal Description A portion of Lot A and Lot B, City of Bothell Short Plat
No 0-80-079, King County Recording No 8201120582

Assessor's Property Tax Parcel/Account Number(s) 945720-0020-01, 945720-0015-08

RESTRICTIVE COVENANT

**BETA-BOTHELL HOLDING LLC
REMEDIAL ACTION AREA**

THIS DECLARATION OF RESTRICTIVE COVENANT is made pursuant to RCW 70 105D 030(1)(f) and (g) and WAC 173-340-440 by Beta-Bothell Holding LLC, a Washington limited liability corporation, and its successors and assigns ("Beta"), and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology")

An independent remedial action (hereinafter "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

<u>Date</u>	<u>Name</u>	<u>Description</u>
05/20/98	Professional Service Industries, Inc	Underground Storage Tank Removal and Site Assessment Report Intersection of SR 522, SR 527 and Main Street, Bothell, Washington
09/08/99	Kleinfelder	Phase II Soil and Groundwater Exploration Bothell Landing Shopping Plaza, Bothell, Washington
09/21/99	Kleinfelder	Groundwater Monitoring Well Installation and Sampling Bothell Landing Shopping Plaza, Bothell, Washington
05/30/00	Kleinfelder	Groundwater Monitoring Report Bothell Landing Shopping Plaza, Bothell, Washington
09/15/00	Kleinfelder	Groundwater Monitoring Report Bothell Landing Shopping Plaza, Bothell, Washington
01/10/01	Kleinfelder	Groundwater Monitoring Report Bothell Landing Shopping Plaza, Bothell, Washington

These documents are on file at Ecology's Northwest Regional Office, 3190 - 160th Avenue S E , Bellevue, WA 98008-5452

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of petroleum contamination which exceed the Model Toxics

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Control Act Method A Cleanup Level for groundwater and soil established under WAC 173-340-720 and 740

The undersigned, Beta-Bothell Holding LLC, 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 is legally described as follows:

Parcel A

Lot A, City of Bothell Short Plat No. D-80-079, recorded under King County Recording Number 8201120582, being a portion of Tracts 2 and 3, Wilson Garden Tracts, according to the plat thereof recorded in Volume 22 of Plats, page 91, in King County, Washington,

Parcel B

Lot B, City of Bothell Short Plat No. D-80-079, recorded under King County Recording Number 8201120582, being a portion of Tracts 2, 3 and 4, Wilson Garden Tracts, according to the plat thereof recorded in Volume 22 of Plats, page 91, in King County, Washington.

The portion of the Property where residual contamination has been detected after the Remedial Action occurred (hereinafter "Remedial Action Area") is described in Attachment A to this Restrictive Covenant and made a part hereof by reference. The Remedial Action Area is defined by the boundaries of the approximate extent of affected groundwater and the approximate extent of affected soil as depicted in Attachment A.

Beta 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 Beta, including all current and future owners of any portion of or interest in the Property (hereafter "Owner").

Section 1

a. The Property is intended to be used for retail and other commercial uses and any other uses allowed under the City of Bothell zoning regulations codified in the City of Bothell Municipal Code.

b. The Remedial Action Area contains petroleum contamination above MTCA Method A groundwater and soil cleanup levels.

c. Beta shall not alter, modify, or remove any existing structures on the Property in any manner that may result in the release or exposure to the environment of contaminated soil or groundwater or create a new exposure pathway without prior written

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approval from Ecology

d. 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 or that may create a new exposure pathway, is prohibited without prior written approval from Ecology, PROVIDED that Beta, its employees, contractors, or any permittees or licensees of Beta are not prohibited from performing maintenance and repair on or underneath the Property relating to utility, telecommunications, parking lot areas, or landscaping areas so long as such work complies with applicable law and regulations

e All contaminated soils and groundwater exposed during maintenance/repair or future construction/development work must be remediated or disposed of in a manner consistent with applicable law and regulations

f Examples of activities that are subject to the limitations of this Section 1 in the Remedial Action Area include drilling, digging, placement of any objects or use of any equipment which deforms or stresses the surface beyond its load-bearing capability, piercing the surface with a rod, spike, or similar item, bulldozing or earthwork

g No groundwater may be taken from the Property for any uses unless permission is received in writing from Ecology based on the results of groundwater monitoring showing that the groundwater does not contain hazardous substances in concentrations above MTCA Method A or B cleanup levels Any dewatering activities occurring on the Property will require compliance with "all known, available, and reasonable methods of prevention, control, and treatment" (AKART), which will represent the most current methodology that can be reasonably required for preventing, controlling, or abating any pollutants associated with a dewatering discharge

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, except as authorized under Section 1

Section 3

Beta must give thirty (30) days advance written notice to Ecology of Beta's intent to convey any fee interest in the Property No conveyance of title, easement, lease, or other interest in the Property shall be consummated by Beta without adequate and complete provision for any obligations of Beta with respect to continued monitoring, operation, and maintenance of the Remedial Action, if any

Section 4

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Beta must restrict leases to uses and activities consistent with the Restrictive Covenant and notify all lessees of the restrictions on the use of the Remedial Action Area

Section 5

Beta must notify and obtain approval from Ecology prior to any use of the Remedial Action Area that is inconsistent with the terms of this Restrictive Covenant Ecology may approve any inconsistent use only after public notice and comment

Section 6

Beta 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 7

Beta 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 Remedial Action Area, 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

BETA-BOTHELL HOLDING LLC, a Washington limited liability corporation

By 

Its General Partner

Date January 3, 2002

BOTHELL HOLDING LLC, a Washington limited liability corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

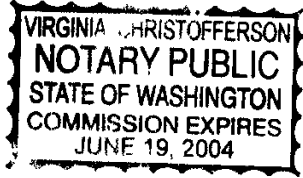
GIVEN under my hand and official seal this 3rd day of January, 2002

Virginia Christofferson

NOTARY PUBLIC in and for the
State of Washington, residing
at Bothell

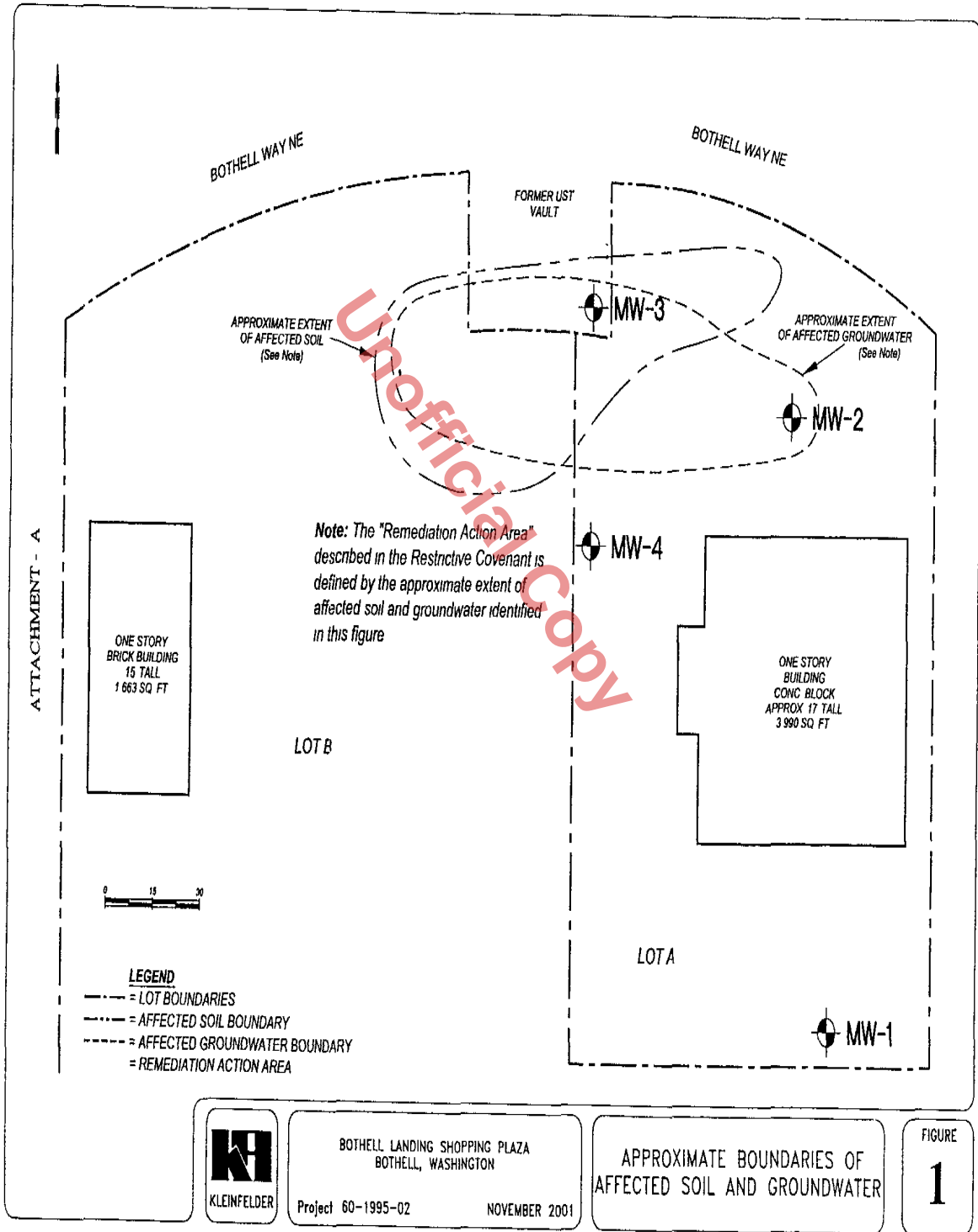
My commission expires 6/19/04

Virginia Christofferson
[Type or Print Notary Name]



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