

6.2 Environmental Covenant

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Snohomish County

Please print or type information

Document Title(s) (or transaction contained therein): 1. RESTRICTIVE COVENANT 2. 3. 4.
Grantor(s) (Last name first, then first name and initials) 1. BANK OF AMERICA NT & SA, dba Seafirst Bank, et al. 2. 3. 4. <input type="checkbox"/> Additional names on page ___ of document.
Grantee(s) (Last name first, then first name and initials) 1. DEPARTMENT OF ECOLOGY 2. 3. 4. <input type="checkbox"/> Additional names on page ___ of document.
Legal description (abbreviated: i.e. lot, block, plat or section, township, range, qtr./qtr.) Portion of NW 1/4 of SW 1/4 of Section 4, Township 30 North, Range 5 EWM lying West of BNR right of way, except south 30 feet. <input type="checkbox"/> Additional legal is on page ___ of document
Reference Number(s) of Documents assigned or released: <input type="checkbox"/> Additional numbers on page ___ of document.
Assessor's Property Tax Parcel/Account Number 043005-3-003-0006 <input type="checkbox"/> Property Tax Parcel ID is not yet assigned <input type="checkbox"/> Additional parcel numbers on page ___ of document
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

RESTRICTIVE COVENANT

Pacific Grinding Wheel Property
13120 Smokey Point Boulevard
Marysville, Washington 98271

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by BANK OF AMERICA NT & SA, doing business as Seafirst Bank, in its representative capacity as Trustee under the Testamentary Trust of Knut Kravik, deceased, and in its representative capacity as Corporate Trustee under the Living Trust of Gerald E. Kravik, deceased; and Stanley Minor and Mary Lou Kravik in their capacities as individual trustees under the Living Trust of Gerald E. Kravik, deceased, its successors and assigns, and the STATE OF WASHINGTON DEPARTMENT OF ECOLOGY, its successors and assigns (hereinafter "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 document(s):

- (1) Site Characterization and Final Cleanup Report, UST Removal and Closure, Pacific Grinding Wheel Company, Marysville, Washington, for Seafirst National Bank Trustee and Knut Kravik Trust and Gerald Kravik. By Hart Crowsler, J-3046-10, June 1992.
- (2) Subsurface Contamination Investigation Report, Pacific Grinding Wheel Property, Marysville, Washington. For Seafirst Bank, as Trustee. By Applied Hydrogeologic Research, Inc. (AHR), September 1997.

These documents are on file at Ecology's NWRO.

This restrictive Covenant is required because the Remedial Action resulted in remnant concentrations of unspecified heavy hydrocarbon mixtures that may contain a combination of products such as gear oil, brake fluid, transmission fluid, transmission oil, mineral oil and hydraulic oil present in unaccessible location beneath the building foundations of the northeast corner of the Weld Room, northeast corner of the Machine Shop, and the northwest corner of the Storage Room (see enclosed Ma, Fig. 6, Extent of Contamination). This remnant and unaccessible contaminated soil is estimated to be about 300 cubic yards in volume based on soil investigation.

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The undersigned Trustees of the Pacific Grinding Wheel Property, BANK OF AMERICA NT & SA, doing business as Seafirst Bank, in its representative capacity as Trustee under the Testamentary Trust of Knut Kravik, deceased, and in its representative capacity as Corporate Trustee under the Living Trust of Gerald E. Kravik, deceased; and Stanley Minor and Mary Lou Kravik in their capacities as individual trustees under the Living Trust of Gerald E. Kravik, deceased, its successors and assigns, are the fee owner of real property (hereinafter "Property") in the County of Snohomish, State of Washington, that is subject to this Restrictive Covenant. The Property is legally described in Exhibit "A" of this Restrictive Covenant and made a part hereof by reference.

BANK OF AMERICA NT & SA, doing business as Seafirst Bank, in its representative capacity as Trustee under the Testamentary Trust of Knut Kravik, deceased, and in its representative capacity as Corporate Trustee under the Living Trust of Gerald E. Kravik, deceased; and Stanley Minor and Mary Lou Kravik in their capacities as individual trustees under the Living Trust of Gerald E. Kravik, deceased, its successors and assigns, makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declaration 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. The Property shall be used only for traditional industrial uses, as described in RCW 70.105D.020(23) and defined in and allowed under the City of Marysville's zoning regulations codified in MMC § 19 as of the date of this Restrictive Covenant or as hereinafter amended.

2. No groundwater may be taken for any use from the Property without meeting all relevant substantive requirements applicable to the State and County laws.

3. A portion of the Property contains unspecified heavy hydrocarbon mixtures that may contain a combination of products such as gear oil, brake fluid, transmission fluid, transmission oil, mineral oil and hydraulic oil present in unaccessible location beneath the building foundations of the northeast corner of the Weld Room, northeast corner of the Machine Shop, and the northwest corner of the Storage Room. The Owner shall not alter, modify or remove the existing structure(s) in any manner that may result in the release or exposure to the environment of that contaminated soil, groundwater, vapors or create a new exposure pathway without prior written approval from Ecology.

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B. Any activity on the Property that may result in the release or exposure to the environment of the contaminated soil, groundwater or vapors that was contained as part of the Remedial Action, or create a new exposure pathway, is prohibited. Some examples of activities that are prohibited in the capped areas 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.

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 of 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) days 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 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.

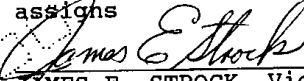
3 - RESTRICTIVE COVENANT
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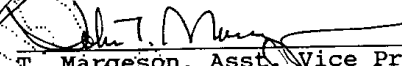
DATED this 16 day of MARCH, 1998.

PROPERTY OWNER:

BANK OF AMERICA NT & SA, doing business as Seafirst Bank, in its representative capacity as Trustee under the Testamentary Trust of Knut Kravik, deceased, and in its representative capacity as Corporate Trustee under the Living Trust of Gerald E. Kravik, deceased; and Stanley Minor and Mary Lou Kravik in their capacities as individual trustees under the Living Trust of Gerald E. Kravik, deceased, its successors and assigns



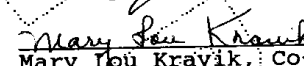
JAMES E. STROCK, Vice President



John T. Margeson, Asst. Vice President



Stanley N. Minor, Co-Trustee



Mary Lou Kravik, Co-Trustee

Address: Seafirst Bank, REIS
Attn: John Margeson
P.O. Box 34029
Seattle, WA 98124-1029

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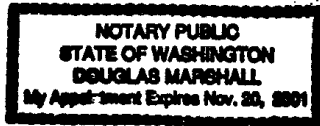
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STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)
John

On this 17TH day of MARCH, 1998, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JAMES E. STROCK and T. MARGESON, to me known to be the Vice President and Assistant Vice President, respectively, of BANK OF AMERICA NT & SA, doing business as Seafirst Bank, in its representative capacity as Trustee under the Testamentary Trust of Knut Kravik, deceased, and in its representative capacity as Corporate Trustee under the Living Trust of Gerald E. Kravik, deceased, its successors and assigns, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed thereon is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

DOUGLAS MARSHALL

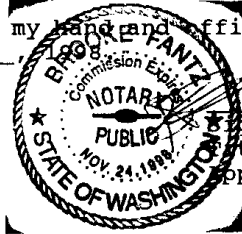


Douglas Marshall
Signature of Notary Public
Title:
Appt. Exp.: 11/20/2001

STATE OF WASHINGTON)
) ss.
COUNTY OF ~~SNOHOMISH~~ Itawp

On this day personally appeared before me STANLEY N. MINOR, in his capacity as Co-Trustee under the Living Trust of Gerald E. Kravik, deceased, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me 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 9th day of March



Brooke Amb
Signature of Notary Public
Title:
Appt. Expires: 11-24-98

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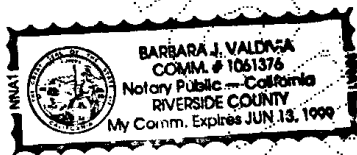
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CALIFORNIA
STATE OF ~~WASHINGTON~~
Riverside ss.
COUNTY OF ~~SNOHOMISH~~

On this day personally appeared before me MARY LOU KRAVIK, in her capacity as Co-Trustee under the Living Trust of Gerald E. Kravik, deceased, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 16th day of MARCH, 1998.



Barbara Valdesa
Signature of Notary Public

Appt. Expires: 6-13-99

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All that portion of the Northwest quarter of the Southwest quarter of Section 4, Township 30 North, Range 5 East, W.M., lying West of the Burlington Northern Railroad right-of-way (formerly the Seattle and Montana Railroad right-of-way);

EXCEPT the South 30 feet thereof; and

AND ALSO EXCEPT that portion thereof described as follows:

Beginning at a point on the West line of said Northwest quarter of the Southwest quarter South 2°07'02" East a distance of 529.35 feet from the Northwest corner of said Northwest quarter of the Southwest quarter; thence South 2°07'02" East along said West line for 816.68 feet to a point 30.0 feet North, as measured at right angles from the South line of said Northwest quarter of the Southwest quarter; thence North 88°21'33" East, parallel with said South line for 1066.51 feet to the Westerly margin of the Burlington Northern Railroad right-of-way; thence North 15°56'31" West along said margin for 862.59 feet; thence South 87°04'46" West, parallel with the North line of said Northwest quarter of the Southwest quarter for 860.42 feet to the true point of beginning.

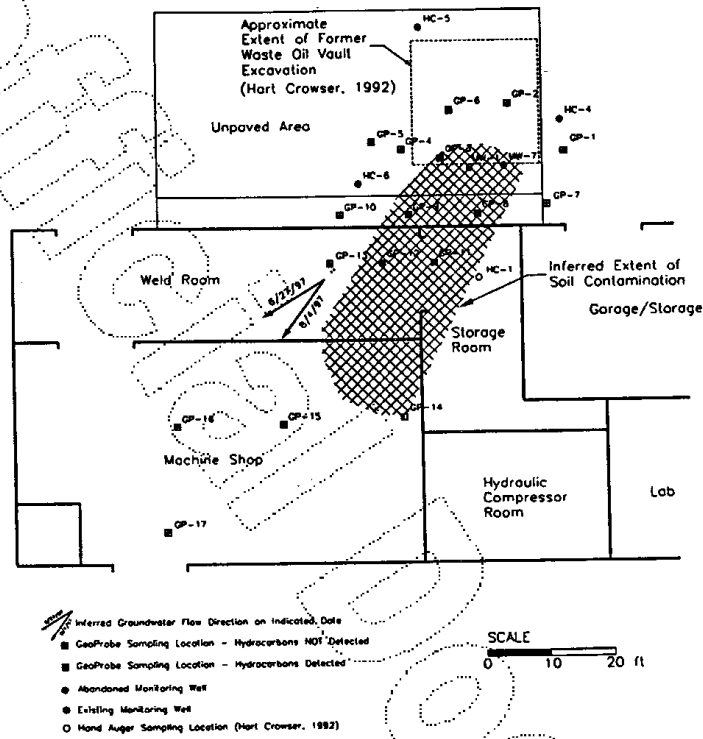
Situate in the County of Snohomish, State of Washington.

EXHIBIT A

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**Subsurface Contamination Investigation Report
Pacific Grinding Wheel Property, Marysville, WA**

**AHR 1035
09/19/97**



Subsurface Contamination Investigation
Pacific Grinding Wheel Property

AHR
Applied Hydrogeologic Research, Inc.

**Sampling Locations and Extent of Contamination
Figure 6**

J1035 9/97

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