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TRANSACTION TITLE COVE 26 00
PAGE 001 OF 008
09/20/2002 12 30
KING COUNTY, WA

PLEASE RECORD AND WHEN
RECORDED, RETURN TO:

Peter E. Hapke
Office of the General Counsel
The Boeing Company
P.O. Box 3707, MC 13-08
Seattle, WA 98124

905449 4/26

DOCUMENT TITLE Restrictive Covenant

REFERENCE NUMBERS OF RELATED DOCUMENTS

GRANTOR/BORROWER The Boeing Company and Safeway Inc

GRANTEE/ASSIGNEE/BENEFICIARY

LEGAL DESCRIPTION: Portions of Section 25, T21N, R4E, W M , in King County,
Washington, as more fully described in Exhibit B, beginning on
page 6.

ASSESSOR'S PARCEL NO(S) . 252104-9080-06, 252104-9094-00, 252104-9096-08

FILED FOR RECORD AT THE REQUEST OF
TRANSACTION TITLE INSURANCE CO.

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RESTRICTIVE COVENANT

THE BOEING COMPANY

**BOEING COMMERCIAL AIRPLANES, FABRICATION DIVISION-AUBURN
PLANT**

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by The Boeing 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 document[s]:

- ***Report, Follow-up Soil and groundwater Investigation, Boeing Auburn Facility, Auburn, Washington; Landau and Associates August 1, 2002***
- ***Landau's Follow-up Soil and Groundwater Investigation Workplan for South Auburn Property, Landau and Associates, July 17, 2002***
- ***Kleinfelder's Phase II Subsurface Soil and Groundwater Characterization Report for South Auburn Property, Kleinfelder, April 29, 2002***
- ***Phase II Environmental Site Assessment for the Boeing Auburn South Site, Auburn, Washington, Landau Associates, Inc , December 20, 2001***
- ***Phase 2 Work Plan, South site Buildings, Boeing Auburn Facility,, Auburn, Washington, URS, October 02, 2001.***
- ***Building 17-52: Battery Wash Pad Assessment; Hart Crowser, Inc.; November 1987***
- ***Building 17-52: Boneyard Sampling Report; SECOR, July 19, 1996.***
- ***Sludge Pile Delisting Petition; Boeing Commercial Airplanes Group, November 1985.***
- ***Sludge Pile Monitoring Wells, U S, EPA,, June 17, 1985***

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- **Letter Re: Boeing Auburn Delisting of Residually Contaminated Soil at the Former Waste Pile, WAD041337130; Dept. of Ecology to The Boeing Company, September 28, 1990**
- **Summary Report, Former Waste Pile Soil Investigation Southwest of Building 17-64, Auburn, Washington, AGI Technologies, July 18, 1998.**
- **Underground Storage Tank History, Kennedy Jenks April, 1989**
- **UST Groundwater Monitoring. Dames and Moore 1987-1992.**

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

This restrictive covenant is required because a conditional point of compliance has been established for groundwater at the boundary of this property with land owned by the City of Pacific.

The undersigned, The Boeing Company, is the fee owner of real property (hereafter "Property") that is subject to this restrictive covenant in the county of King County, State of Washington. The Property is legally described as follows:

See Exhibit A for a site map and Exhibit B for the legal description.

The Boeing Company 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 (hereafter "Owner")

Section 1 A detection groundwater monitoring system is required at the boundary of this property with adjacent land to the south and west of the property for the purpose of protecting a municipal water supply on City of Pacific land. No activity shall take place on this property which will damage, hinder or otherwise obstruct the maintenance or sampling of these

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detection monitoring wells or wells which are or may be installed in the future on this property for the purpose of investigating or monitoring groundwater contamination located on this property

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 twenty (20) 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. Ecology will keep all advance notices of property conveyances confidential subject to RCW 43.21A and RCW 42.17.250. If Ecology receives a request for public disclosure, Ecology will notify the property owner prior to making the disclosure.

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. Changes in well locations that Ecology approves shall not be interpreted as inconsistent with the terms of this restrictive covenant and do not require public notice and comment.

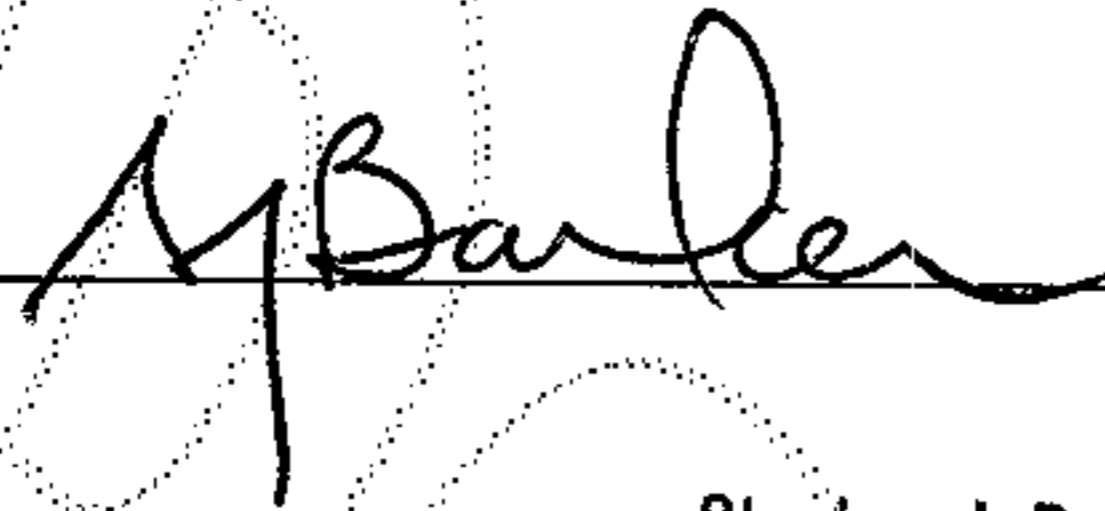
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Section 7 The Owner shall allow authorized representatives of Ecology the right to enter the property at reasonable times for the purpose of evaluating the remedial action, to take samples, to inspect remedial actions conducted at the property, and to inspect records that are related to the remedial action

Section 8 The Owner of the property reserves the right under NVAC 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

THE BOEING COMPANY
a Delaware Corporation

By



Name

Stephen J. Barker
Authorized Signatory

Title

Date

9/18/02

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State of California

County of Orange

On September 18, 2002, before me, T S Werther, Notary Public, personally appeared Stephen J Barker, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his 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

ts

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Exhibit B

PARCEL ONE

THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 4 EAST, W. M., IN KING COUNTY, WASHINGTON, EXCEPT THE WEST 20 FEET CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER KING COUNTY RECORDING NO 2133635,

EXCEPT THE EAST 20 FEET OF THE WEST 40 FEET OF THE NORTH 400 FEET CONVEYED TO CITY OF ALGONA BY DEED RECORDED UNDER KING COUNTY RECORDING NO 7106150533,

EXCEPT THAT PORTION LYING SOUTH OF NORTH LINE OF TRACT CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER KING COUNTY RECORDING NO 7106250394,

AND EXCEPT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH 1/4 CORNER OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 4 EAST, W. M., IN KING COUNTY, WASHINGTON,

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 328 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION,

THENCE NORTHERLY ALONG SAID WEST LINE, A DISTANCE OF 340.38 FEET TO THE TRUE POINT OF BEGINNING,

THENCE WESTERLY PARALLEL TO THE SOUTH LINE OF SAID SECTION 25, A DISTANCE OF 110 FEET,

THENCE NORTHERLY ALONG A LINE PARALLEL TO SAID WEST LINE OF THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25, A DISTANCE OF 560.00 FEET,

THENCE EASTERLY ALONG A LINE PARALLEL TO THE SOUTH LINE OF SAID SECTION 25, A DISTANCE OF 110 FEET TO AN INTERSECTION WITH THE SAID WEST LINE OF THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25;

THENCE SOUTHERLY TO THE TRUE POINT OF BEGINNING

AND

THE SOUTH 340.38 FEET OF THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 4 EAST, W. M., IN KING COUNTY, WASHINGTON,

EXCEPT THE WEST 36 FEET THEREOF,

AND EXCEPT THAT PORTION THEREOF LYING SOUTHERLY OF THE NORTHERLY LINE OF THE ELLINGSON EXTENSION OF STATE HIGHWAY S R 167, AS CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER KING COUNTY RECORDING NO 7111180296,

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Exhibit B

TOGETHER WITH THE NORTH 45 FEET OF THE SOUTH 385 38 FEET OF THE EAST 161 FEET OF THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 25

AND

LOT 1 OF CITY OF AUBURN LOT LINE ADJUSTMENT NO. LLA02-0015, RECORDED UNDER RECORDING NO. 20020725001632, BEING A PORTION OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 21 NORTH, RANGE 4 EAST, W.M.,

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON

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