

WHEN RECORDED RETURN TO
Puget Western, Inc.
19515 North Creek Parkway, Suite 310
Bothell, WA 98011



20000125001281
PAGE 001 OF 004
01/25/2000 13:51
KING COUNTY, WA

RESTRICTIVE COVENANT

Owner: Puget Western, Inc.
Ecology: Washington State Department of Ecology
Abbreviated Legal: Block 1-2, Walsworth's First Add. To Renton, Vol 6, P 23.
and Sections 19 & 20 Township 23 N Range 5 EWN
Full Legal Description on page(s): 3
Assessor's Tax Parcel Number(s): 2023059007

④ K805447-5K

Parcel 3 – Formerly Part of the Puget
Sound Energy Grady Way Complex Property
915 South Grady Way, Renton, Washington

1ST AM-S

2000 012 5001281

This Declaration of Restrictive Covenant is made pursuant to RCW 70 105D.030(1)(f) and (g) and WAC 173-340-440 by Puget Western, Inc. (Owner) 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 which are on file at Ecology's Northwest Regional Office:

1. Final Report - Ground Water Quality Testing, Underground Transformer Oil Tank, Service Center, Renton, Washington - January 15, 1988.
2. Final Report - Tank Removal and Soil Excavation, Underground Transformer Oil, Tank Service Center, Renton, Washington" - March 3, 1988. By GeoEngineers, Project No. 0186-61-4.
3. Environmental Site Assessment, Grady Way Complex Property, Renton, Washington - April 29, 1998. By GeoEngineers, Project No. 0186-407-00-1150/042998.
4. 1998 Site Cleanup Activities, Grady Way Complex Property, Renton, Washington (Volumes I and 11) - December 23, 1998. By Geo-Engineers, Project No. 0186-407-00-1150.
5. Confirmation Ground Water Sampling, First Quarter 1999, Grady Way Complex Property, Renton, Washington - June 7, 1999. By Geo-Engineers, Project No. 0186-407-00-1150/060799.
6. Confirmation Ground Water Sampling, Second Quarter 1999, Grady Way Complex Property, Renton, Washington - July 22, 1999. By GeoEngineers, Project No. 0186-407-00-1150/72299.
7. Confirmation Ground Water Sampling, Third Quarter 1999, Grady Way Complex Property, Renton, Washington - December 21, 1999 By GeoEngineers, Project No. 0186-407-00-122199.
8. Confirmation Ground Water Sampling, Fourth Quarter 1999, Grady Way Complex Property, Renton, Washington - November 24, 1999. By GeoEngineers, Project No. 0186-407-00-1150/112499.
9. Supplemental Site Characterization and Site Closure Report, Grady Way Complex Property, Renton, Washington - December 21, 1999. By GeoEngineers, Project No. 0186-407-00-1150/122199

This Restrictive Covenant is required because the Remedial Action resulted in leaving residual dissolved petroleum hydrocarbon, polychlorinated biphenyl (PCB) and arsenic concentrations in groundwater which exceed the Model Toxics Control Act Method A Residential Cleanup Levels for groundwater established under WAC 173-340-740

2000 012 5001281

The undersigned, Puget Western, 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 is commonly known as Parcel 3 of the former Puget Sound Energy Grady Way Complex site (see attached map) and is legally described in exhibit A-3 (attached).

Puget Western, Inc., 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. The Property contains residual dissolved petroleum hydrocarbon, PCB and arsenic concentrations in groundwater which exceed the Model Toxics Control Act Method A Residential Cleanup Levels for groundwater. During at least one past ground water monitoring event, dissolved petroleum hydrocarbons and PCBs have been detected in monitoring well GMW-4/4a (see attached map); dissolved arsenic has been detected in GMW-3/3a, GMW-10 and GMW-11

Section 2. No groundwater may be taken from the Property for any use.

Section 3. 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 4. Any activity on the Property that may result in the release or exposure to the environment of a hazardous substance that remains in ground water beneath the Property as part of the Remedial Action, or create a new exposure pathway, is prohibited without prior written approval from Ecology.

Section 5. 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. The Owner conveying any interest in the property shall notify Ecology of the name, mailing address and telephone number of the person or persons who acquired the title, easement, lease, or other interest in the Property within fifteen (15) days of the transaction.

Section 6. 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 7. 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 8. 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.

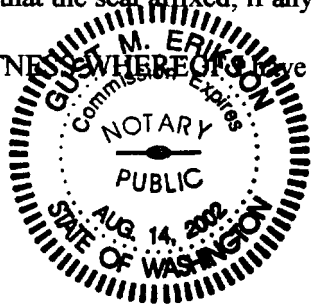
Section 9. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Restrictive Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument may be recorded only if Ecology, after public notice and opportunity for comment, concurs.

PUGET WESTERN, INC.
R. B Boyd
[DATE SIGNED] 1-21-2000

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

On this 21ST day of January, 2000, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared R. B Boyd, to me known to be the person who signed as President of Puget Western, Inc., the corporation that executed the within and foregoing instrument, and acknowledged 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 he was duly elected, qualified and action as said officer of the corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

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



Gust M. Erikson
Print Name: GUST M. ERIKSON
Notary Public in and for the State of Washington,
Residing at CLINTON
My commission expires: AUG. 14, 2002

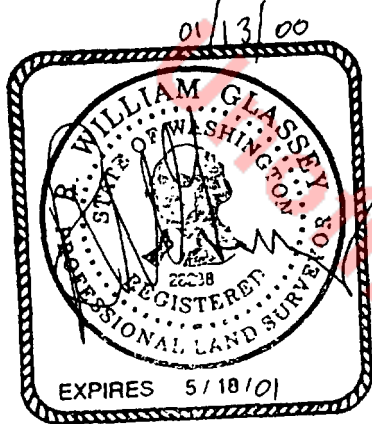
EXHIBIT "A-3"

LEGAL DESCRIPTION

DEPARTMENT OF ECOLOGY PARCEL 3

All those portions of Revised Parcel "D", City of Renton Lot Line Adjustment No. LUA-98-164-LLA, as recorded under Recording No. 9812109014, Records of King County, Washington, lying Southerly of the following described line:

COMMENCING at the Northwest corner of Section 20, Township 23 North, Range 5 East, W.M., King County, Washington;
THENCE South 00° 44' 46" West along the West line of said Section 20, a distance of 72.43 feet to the Southerly margin of South Grady Way;
THENCE CONTINUING South 00° 44' 46" West along the West line of said Section 20, a distance of 572.19 feet to the POINT OF BEGINNING;
THENCE South 78° 26' 19" East, 401.04 feet to the Westerly margin of Benson Road South and the terminus of the herein described line.



2000 012 5001281

Project Name: Puget Western, Inc.
January 12, 2000

RWG/sm
6687L.028

Official Copy

I-405

RESIDENTIAL

EXPLANATION

- GMW-1 ● MONITORING WELL
- ⊙ MANHOLE
- ▣ CATCH BASIN

BENSON ROAD S

● GMW-3/3a

PARCEL 3

UNDEVELOPED

● GMW-4/4a

WETLAND AREA

● GMW-6

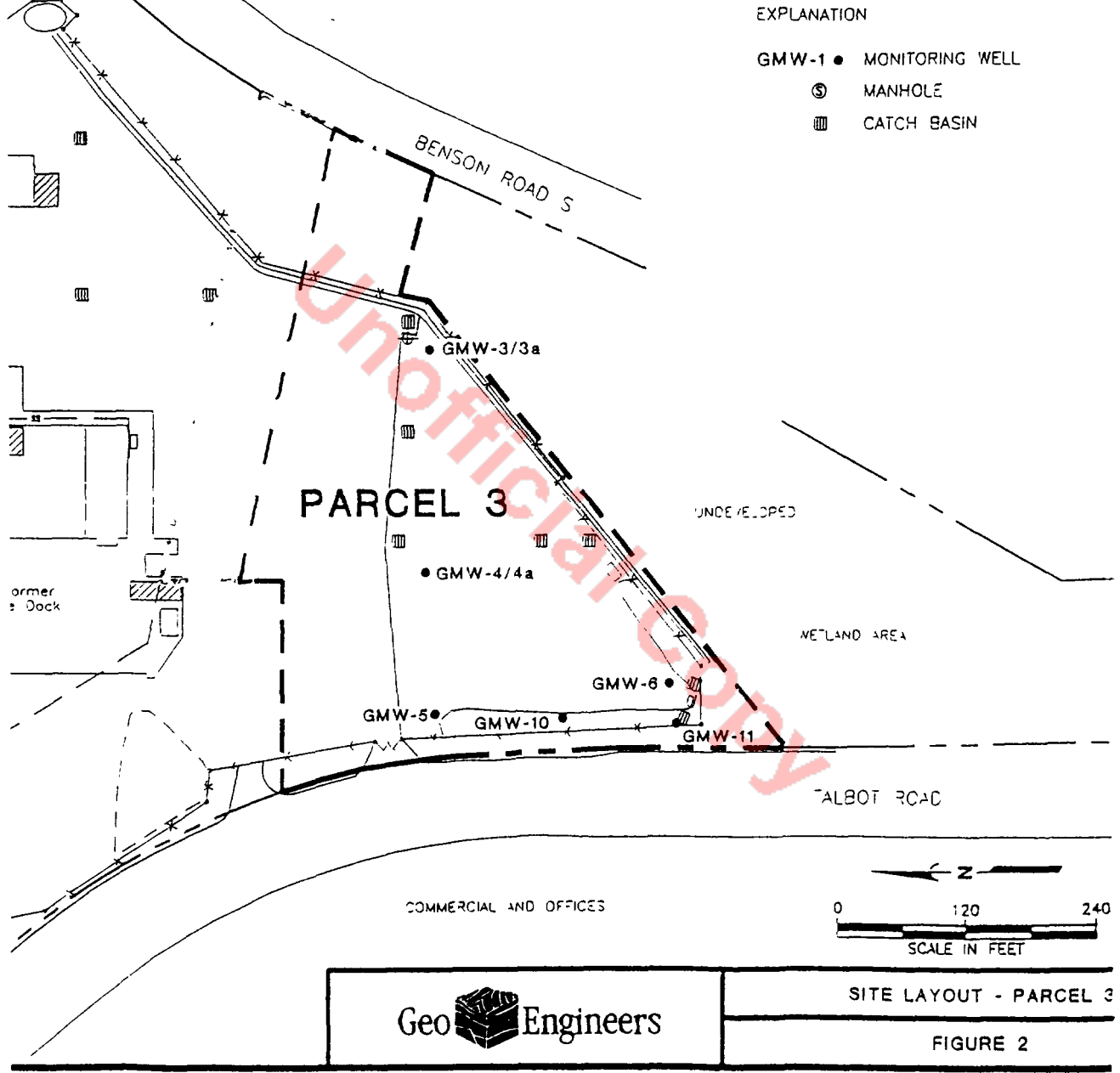
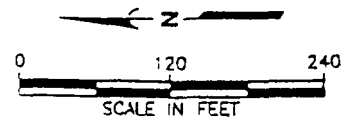
● GMW-5

● GMW-10

● GMW-11

TALBOT ROAD

COMMERCIAL AND OFFICES



2000 012 5001281

former Dock

Geo  Engineers

SITE LAYOUT - PARCEL 3

FIGURE 2