

EXHIBIT E

RESTRICTIVE COVENANT

THE CITY OF SEATTLE, GAS WORKS PARK

1  
2  
3  
4 This Declaration of Restrictive Covenant is made pursuant to  
5 RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by the City of  
6 Seattle, its successors and assigns, and the State of Washington  
7 Department of Ecology, its successors and assigns (hereafter  
8 "Ecology").

9 A remedial action (hereafter "Remedial Action") occurred at  
10 the property that is the subject of this Restrictive Covenant.  
11 The Remedial Action conducted at the property is described in the  
12 following documents: Gas Works Park Environmental Cleanup Final  
13 Cleanup Action Plan, June 18, 1999, Prepared by Parametrix Inc.  
14 for the City of Seattle and Puget Sound Energy. This document is  
15 on file at Ecology's Headquarters, 300 Desmond Drive, SE, Lacey  
16 WA.

17 This Restrictive Covenant is required because the Remedial  
18 Action will result in residual concentrations of Benzo(a)  
19 anthracene, Benzo(b)fluoranthene, Benzo(k)fluoranthene,  
20 Benzo(a)pyrene, Chrysene, Dibenz(a,h)anthracene, Indeno(1,2,3-  
21 cd)pyrene, Naphthalene, Benzene, Ethylbenzene, and Toluene which  
22 exceed the Model Toxics Control Act Method B Residential Cleanup  
23 Levels for groundwater established under WAC 173-340-720.

24 This Restrictive Covenant is also required because the  
25 Remedial Action will result in residual concentrations of  
26 Benzo(a) anthracene, Benzo(b)fluoranthene, Benzo(k)fluoranthene,  
27 Benzo(a)pyrene, Chrysene, Dibenz(a,h)anthracene, Indeno(1,2,3-

28 cd)pyrene, Naphthalene, Pyrene, Fluoranthene, and Arsenic which  
29 exceed the Model Toxics Control Act Method B Residential Cleanup  
30 Levels for soil established under WAC 173-340-740.

31 This Restrictive Covenant is also required because a  
32 conditional point of compliance has been established for  
33 groundwater.

34 The undersigned, The City of Seattle, is the fee owner of  
35 real property (hereafter "Property") in the County of King,  
36 State of Washington, that is subject to this Restrictive  
37 Covenant. The Property is legally described as follows: [  
38 (*insert legal description language*)] -

39 The City of Seattle makes the following declaration as to  
40 limitations, restrictions, and uses to which the Property may be  
41 put and specifies that such declarations shall constitute  
42 covenants to run with the land, as provided by law and shall be  
43 binding on all parties and all persons claiming under them,  
44 including all current and future owners of any portion of or  
45 interest in the Property (hereafter "Owner").

46 1. Any activity on the Property that may result in the  
47 release or exposure to the environment of the contaminated  
48 soil that was contained as part of the Remedial Action, or  
49 create a new exposure pathway, is prohibited. Some examples  
50 of activities that are prohibited in the areas beneath the  
51 vegetated soil cover include: drilling, digging, placement  
52 of any objects or use of any equipment which deforms or  
53 stresses the surface beyond its load bearing capability,  
54 piercing the surface with a rod, spike or similar item,

55 bulldozing or earthwork.

56 2. No groundwater may be taken from the Property for any  
57 purpose other than remediation.

58 3. A portion of the Property contains Benzo(a) anthracene,  
59 Benzo(b)fluoranthene, Benzo(k)fluoranthene, Benzo(a)pyrene,  
60 Chrysene, Dibenz(a,h)anthracene, Indeno(1,2,3-cd)pyrene,  
61 Naphthalene, Pyrene, Fluoranthene, and Arsenic contaminated  
62 soil located under the Cracking Towers and Play Barn  
63 buildings. The Owner shall not alter, modify, or remove the  
64 existing structure[s] in any manner that may result in the  
65 release or exposure to the environment of that contaminated  
66 soil or create a new exposure pathway without prior written  
67 approval from Ecology.

68 4. Any activity on the Property that may interfere with  
69 the integrity of the Remedial Action and continued  
70 protection of human health and the environment is  
71 prohibited.

72 5. Any activity on the Property that may result in the  
73 release or exposure to the environment of a hazardous  
74 substance that remains on the Property as part of the  
75 Remedial Action, or create a new exposure pathway, is  
76 prohibited without prior written approval from Ecology.

77  
78 The Owner of the property must give thirty (30) day advance  
79 written notice to Ecology of the Owner's intent to convey any  
80 interest in the Property. No conveyance of title, easement,  
81 lease, or other interest in the Property shall be consummated by

82 the Owner without adequate and complete provision for continued  
83 monitoring, operation, and maintenance of the Remedial Action.

84

85 The Owner must restrict leases to uses and activities consistent  
86 with the Restrictive Covenant and notify all lessees of the  
87 restrictions on the use of the Property.

88

89 The Owner must notify and obtain approval from Ecology prior to  
90 any use of the Property that is inconsistent with the terms of  
91 this Restrictive Covenant. Ecology may approve any inconsistent  
92 use only after public notice and comment.

93

94 The Owner shall allow authorized representatives of Ecology the  
95 right to enter the Property at reasonable times for the purpose  
96 of evaluating the Remedial Action; to take samples, to inspect  
97 remedial actions conducted at the property, and to inspect  
98 records that are related to the Remedial Action.

99

100 The Owner of the Property reserves the right under WAC 173-340-  
101 440 to record an instrument that provides that this Restrictive  
102 Covenant shall no longer limit use of the Property or be of any  
103 further force or effect. However, such an instrument may be  
104 recorded only if Ecology, after public notice and opportunity for  
105 comment, concurs.

106

107

108

---

109 [NAME OF PROPERTY OWNER]

110

111

---

112 [DATE SIGNED]

113

114

115 [NOTE: The Property Owner must have this Restrictive Covenant  
116 notarized.]