

WHEN RECORDED RETURN TO:
Office of the city clerk
Renton Municipal Building
200 Mill Avenue South
Renton, WA 98055

EXHIBIT E
Declaration of Restrictive Covenants
on the Garden Avenue North Property
City of Renton, Washington

The City of Renton ("Declarant") is current owner of the following real property (the "Property"):

All that portion of Garden Avenue North in the southeast quarter of the southwest quarter of Section 8, Township 23 North, Range 5 East, W.M., in the City of Renton, King County, Washington, described as follows:

Commencing at the centerline intersection of North 5th Street and Garden Avenue North, as shown on Record of Survey on file in Volume 58 of Surveys, pages 249 and 249A, under Recording Number 8712189002, records of said County, thence S88°54'26"E 30.00 feet to the east right of way line of Garden Ave. North; thence S01°05'34"W, along said east right of way line, 410.00 feet to the TRUE POINT OF BEGINNING of the herein described tract; thence N88°54'26"W 60.00 feet to the west right of way line of said Garden Avenue North; thence N01°05'34"E, along said west line right of way line, 380.00 feet to the south right of way line of said North 5th Street; thence S88°54'26"E 60.00 feet to the east right of way line of said Garden Avenue North; thence S01°05'34"W, along said east right of way line 380.00 feet to the TRUE POINT OF BEGINNING.

Pursuant to amendments entered in July 1994 in King County Superior Court to a Consent Decree entered in October 1991, said property became the subject of a Cleanup Action Plan (as from time to time amended, the "CAP") conducted by PACCAR Inc ("PACCAR") under Washington Department of Ecology ("Ecology") supervision to remediate certain environmental contamination of the Property as more particularly described in said amended Consent Decree and CAP.

Pursuant to said amended Consent Decree, Declarant hereby subjects the Property to the following restrictive covenants:

1. At least 30 days prior to conveyance of any real property interest in any portion of the Property the grantor shall give written notice to Ecology of such contemplated conveyance describing the particulars thereof.
2. Any conveyance of any real property interest in any portion of the Property is hereby expressly made subject to the provisions of the CAP, including without limitation PACCAR's obligations for continued operation and maintenance, monitoring,

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containment, or other measures necessary to assure the integrity of the cleanup action. A copy of the 1994 amended Consent Decree and CAP as amended shall be furnished to any transferee of any real property interest in any portion of the Property prior to conveyance thereof to such transferee.

3. No wells for the extraction of potable water for human ingestion shall be hereafter installed in the Property without Ecology approval.

4. No redevelopment of the Property other than for street or industrial use shall hereafter be undertaken unless 30 days prior notice has been given to Ecology. For purposes of this restriction, "industrial use" means and includes any use permitted pursuant to the provisions of Renton Municipal Code 4-713 (Heavy Industry District (H-1)), 4-712 (Light Industry District (L-1)), 4-730 (Manufacturing Park (M-P) District), Business District (B-1), and 4-748 (Conditional Use Permit) as in effect on the date hereof, and any substantially similar uses hereafter permitted under successor Renton zoning ordinances. The Property shall not be used for a day care center without Ecology approval.

5. Ecology and its designated representatives are hereby given the right to enter the property at reasonable times, upon 48 hours prior notice for the purpose of evaluating compliance with the cleanup action plan, including the right to take samples, inspect the operation of cleanup action measures, and inspect cleanup records.

6. This Declaration of Restrictive Covenants may be amended by the agreement of Declarant and Ecology after public notice and comment.

7. Notices given to Ecology pursuant to this Declaration of Restrictive Covenants shall be deemed effectively given if delivered by hand or mailed by U.S. certified Mail, return receipt requested, to Washington Department of Ecology, Northwest Regional Office, Attn: Section Head, Toxics Cleanup Program, or to any successor agency or officer thereof having substantially comparable functions.

8. Declarant, and Ecology by its approval of this Declaration as endorsed hereon, agree that any dispute concerning the interpretation, duration, or applicability of the foregoing restrictive covenants shall, failing agreement between the parties, be submitted for determination to the Superior Court for King County, Washington, having jurisdiction over the Consent Decrees.

9. The foregoing Restrictive Covenants shall no longer limit uses of the Site or be of any further force or effect upon

recording by Declarant, or its grantees, successors, or assigns of an instrument terminating this Declaration of Restrictive Covenants pursuant to the terms of the amended 1994 Consent Decree.

The foregoing restrictive covenants shall henceforth burden and run with the Property and bind Declarant, its grantees, successors, and assigns, and shall inure to the benefit of and be enforceable by Ecology and its successors and assigns. Except only as limited by the express provisions of the foregoing restrictive covenants, Declarant expressly reserves all right of ownership, use, and enjoyment of the Property.

Executed this 14 day of June, 1994

CITY OF RENTON

By [Signature]
Its Mayor

SUBSCRIBED AND SWORN TO BEFORE ME
this 14th day of June, 1994
[Signature]
Notary Public in and for the State of Washington,
residing at Renton

Attest

By [Signature]
Its City Clerk

Approved:

State of Washington
Department of Ecology
Kenneth O. Eikenberry
Attorney General

By [Signature]
Jerry A. Ackerman
Assistant Attorney General
Attorneys for State

[Signature]
Carol P. Kraege
Program Manager, Toxics
Cleanup Program, Washington
Department of Ecology

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