

**APPENDIX 2E**  
**Restrictive Covenants**

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## **APPENDIX 2E RESTRICTIVE COVENANTS**

Appendix 2E presents the current restrictive covenants recorded for the Gas Works Park and Harbor Patrol properties. Two restrictive covenants are included: Restrictive Covenant (City of Seattle Gas Works Park) recorded May 5, 2005 under King County Recorder's Office File Number 20050505001726 and Restrictive Covenant (City of Seattle - Seattle Harbor Patrol, Office and Shop) recorded May 5, 2005 under King County Recorder's Office File Number 20050505001725.

**After Recording Return to:**

City of Seattle  
Department of Parks and Recreation  
Real Property Management  
800 Maynard Avenue South  
Seattle, WA 98134

Attn: Terry Dunning (206) 684-4860



**200505001726**  
SEATTLE PARKS COV 27.00  
PAGE 001 OF 009  
05/05/2005 13:54  
KING COUNTY, WA

**RESTRICTIVE COVENANT  
(CITY OF SEATTLE – GAS WORKS PARK)**

**Grantor(s):** City of Seattle

**Grantee(s):** The Public

**Abbreviated Legal Description** (lot, block and plat name, or section-township-range):

Portions of Sections 19 and 20, Township 25 North, Range 3 East,  
W. M., City of Seattle, King County, Washington.

0 Additional legal description on pages 2 to 3 of document

**Assessor's Property Tax Parcel Account Number(s):**

1249700005 and 4088801930

**Auditor's Reference Number(s) of documents assigned/released/amended (if applicable):**

**Street Address/City Contacts for Further Information:**

Gas Works Park  
2000 North Northlake Way  
Seattle, Washington

Seattle Department of Parks and Recreation Gas Works Park Project Manager  
Seattle Department of Parks and Recreation Public Information Officer

**RESTRICTIVE COVENANT  
(CITY OF SEATTLE, GAS WORKS PARK & SEATTLE POLICE HARBOR PATROL  
PROPERTY)**

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

A 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 Headquarters, 300 Desmond Drive, SE, Lacey, WA:

1. Gas Works Park Environmental Cleanup Documents- Volume 4: Final Cleanup Action Plan and SEPA Checklist, June 18, 1999, prepared by Parametrix Inc. for the City of Seattle and Puget Sound Energy
2. Consent Decree, King County Superior Court Cause No. 99-2-52532-9SEA, December 23, 1999

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

This Restrictive Covenant is also required because the Remedial Action will result in residual concentrations of Benzo(a) anthracene, Benzo(b)fluoranthene, Benzo(k)fluoranthene, Benzo(a)pyrene, Chrysene, Dibenz(a,h)anthracene, Indeno(1,2,3-cd)pyrene, Naphthalene, Pyrene, Fluoranthene, and Arsenic which exceed the Model Toxics Control Act Method B Residential Cleanup Levels for soil established under WAC 173-340-740.

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

The undersigned, The City of Seattle, 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 Gas Works Park Property is legally described as follows:

#### GAS WORKS PARK PROPERTY DESCRIPTION

##### BURKE'S FIRST ADDITION AND SUPPLEMENTAL PLAT OF BLOCK 3, BURKE'S ADDITION

Fifty foot wide former railroad right of way across Blocks 1,2,4 of Burke's First Addition and Supplemental Plat of Block 3, Burke's Addition, deeded to City by Inland Properties, recorded under No. 8906120306 (Never accepted by Ordinance)

Lots 1,2 , Block 1, Burke's First Addition excepting 50 ft former railroad right of way and excepting part condemned for widening of Northlake Avenue(now N. Northlake Way) by Ordinance No. 33626 (Ordinances 26513, 102274))

Lots 1 through 11 Block 2, Burke's First Addition, excepting 50 ft. former railroad right of way and excepting part condemned for widening of Northlake Avenue (now N. Northlake Way) by Ordinance No. 33626. (Ordinances 26513, 91786 102274)

Lots 1 through 18, Supplemental Plat of Block 3, Burke's Addition, including 75 ft. strip of land vacated by Ordinance 36178, excepting 50 ft former railroad right of way and excepting part condemned for widening of Northlake Avenue(now N. Northlake Way) by Ordinance No. 33626. (Ordinances 16812, 102274)

Lots 1-12, Block 4, Burke's First Addition, including 75 strip of land vacated by Ordinance 36178, excepting 50 ft former railroad right of way and excepting part condemned for widening of Northlake Avenue (now N. Northlake Way) by Ordinance No. 33626.(Ordinances 16812, 102274)

Lots 1 through 8, Block 5, Burke's First Addition (Ordinance 102274)

Lots 1 through 6, Block 6, Burke's First Addition (Ordinances 26513, 102274)

Lots 1 through 7, Block 8, Burke's First Addition (Ordinances 91786, 91912, 95455)

Lots 1 through 6, Block 9, Burke's First Addition (Ordinances 26513, 102274)

Lots 1 through 11, Block 10, Burke's First Addition (Ordinance 102274)

Lots 1 through 6, Block 11, Burke's First Addition (Ordinance 102274)

#### LAKE UNION SHORELANDS

Lots 1 through 6, Block 42 (Ordinance 102274)

Lots 1 through 11, Block 43 (Ordinance 102274)

Lots 1 through 6, Block 44 (Ordinance 102274)

Lots 1 through 7, Block 45 (Ordinances 91786, 91912, 95455)

#### SECOND SUPPLEMENTAL MAPS OF LAKE UNION SHORE LANDS

All of Block 43A (Ordinance 102274)

#### TOGETHER WITH:

That part of vacated Densmore Avenue from the south line of Northlake Avenue (now N. Northlake Way) to a line parallel with and distant 25 ft northerly, measured at right angles to the tangents of the curve, from the centerline of the former 50 ft. railroad right of way. Vacated by Ordinance 75456.

That part of vacated Wallingford Avenue N., lying south of Northlake Avenue (now N. Northlake Way) and extending to the U.S. and Pierhead line, vacated by Ordinances No. 57105, 57500 and 112955

That part of vacated Burke Avenue N. lying south of the south line of N. 30<sup>th</sup> Street (now Northlake Way) and extending to deep water in Lake Union, vacated by Ordinances No. 16689 and 25964

That part of vacated Northlake Avenue (now Meridian Avenue) lying south of the south line of N. 30<sup>th</sup> Street and north of the centerline of N. 29<sup>th</sup> Street, vacated by Ordinance No. 16689.

That part of vacated Northlake Avenue lying east of Wallingford Avenue N. and extending southeasterly and northerly to N. 29<sup>th</sup> Street, vacated by Ordinance No. 16689.

That part of vacated N. 29<sup>th</sup> Street part of said street lying east of the east line of Wallingford Avenue N., extended to deep water in Lake Union, vacated by Ordinances 13990, 16690 and 25964.

That part of vacated N. Northlake Place, N. Northlake Avenue Wallingford Avenue N. and N. 29<sup>th</sup> St. described as follows:

Beginning at a point on the northeast line of Block 8, Burke's First Addition, lying 60 ft southeasterly of the most northerly corner of said Block 8;

Thence northeasterly along a line perpendicular to said northeast line of Block 8, to the southwest line of Block 2, said addition; thence southeasterly and easterly along the southwest and south lines of said Block 2 to the west margin of Wallingford Avenue N; thence northerly along said west margin to the southerly margin of vacated Wallingford Avenue N. as established by Ordinance 57500; thence easterly along the last described line to the east margin of Wallingford Ave N.; thence southerly along said east margin to the most northerly corner of vacated N. Northlake Avenue as established by Ordinance 25964; thence southerly along the west line of vacated N. Northlake Avenue. to the said intersection with the production southeasterly of the northeast line of Block 8, Burke's First Addition; thence northwesterly along said northeast line and its production to the point of beginning. Vacated by Ordinance 112955.

Section 1. The City of Seattle 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"):

1.1. Any activity on the Property that may result in the release or exposure to the environment of the contaminated soil 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 areas beneath the vegetated soil cover 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.

1.2. No groundwater may be taken from the Property for any purpose other than remediation.

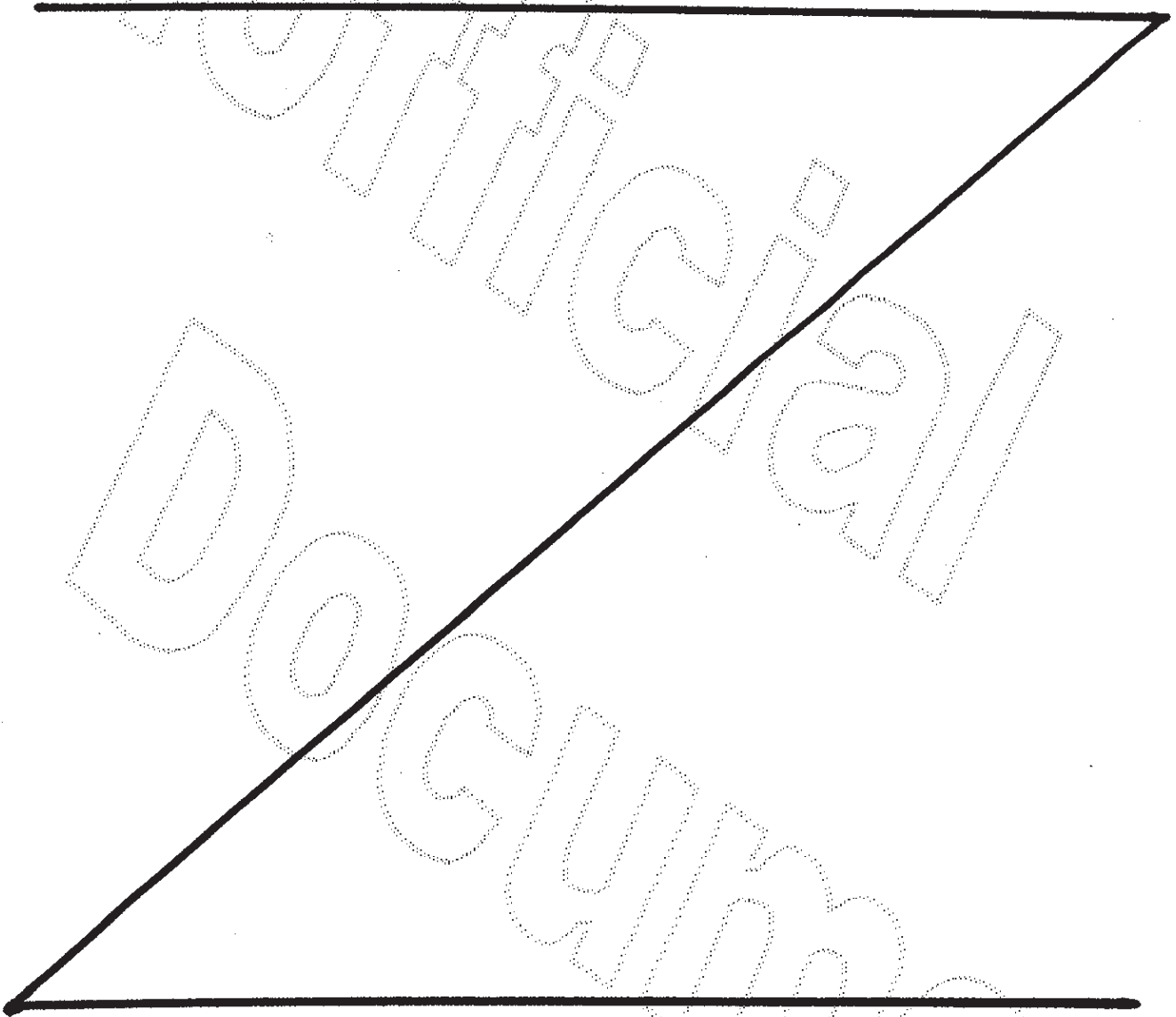
1.3. A portion of the Property contains Benzo(a) anthracene, Benzo(b)fluoranthene, Benzo(k)fluoranthene, Benzo(a)pyrene, Chrysene, Dibenz(a,h)anthracene, Indeno(1,2,3-cd)pyrene, Naphthalene, Pyrene, Fluoranthene, and Arsenic contaminated soil located under the Cracking Towers and Play Barn buildings. 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 or create a new exposure pathway without prior written approval from Ecology.

1.4. 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.

1.5. 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 2. 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.




Section 5. 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 6. 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.

**ACKNOWLEDGMENT:**

CITY OF SEATTLE, a Washington municipal corporation.

By   
Kenneth R. Bounds  
Superintendent, Department of Parks and Recreation

April 25, 2005  
DATE

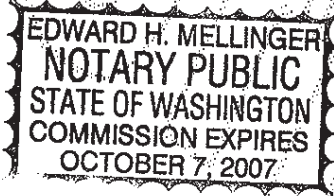
STATE OF WASHINGTON )  
  ) ss  
COUNTY OF KING        )

On this 25<sup>th</sup> day of April, 2005<sup>(am)</sup>, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Kenneth R. Bounds, to me known to be the person who signed as Superintendent of the Department of Parks and Recreation of the City of Seattle, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein

mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the municipal corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said municipal corporation.

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

(Seal)



Edward H Mellinger  
Print Name Edward H Mellinger

Notary Public in and for the State of  
Washington, residing at: King City  
My commission expires: 10/7/07

City of Seattle  
Fleets and Facilities Department  
Property Management Services  
618 2nd Ave  
Seattle, WA 98104  
Attn: Joe Garcia (206) 233-2784



**RESTRICTIVE COVENANT**

**(CITY OF SEATTLE – SEATTLE HARBOR PATROL OFFICE AND SHOP)**

**Grantor(s):** City of Seattle

**Grantee(s):** The Public

**Abbreviated Legal Description** (lot, block and plat name, or section-township-range):

Portions of Section 19, Township 25 North, Range 4 East, W. M.,  
City of Seattle, King County, Washington.

0 Additional legal description on page 2 of document

**Assessor's Property Tax Parcel Account Number(s):**

4088801930 [and 4088801928

**Auditor's Reference Number(s) of documents assigned/released/amended (if applicable):**

**Street Address/City Contacts for Further Information:**

Seattle Police Harbor Patrol Office and Shops  
1717 North Northlake Place  
Seattle, Washington

Seattle Department of Parks and Recreation Gas Works Park Project Manager  
Seattle Department of Parks and Recreation Public Information Officer



**RESTRICTIVE COVENANT  
(CITY OF SEATTLE, SEATTLE HARBOR PATROL OFFICE AND SHOPS)**

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

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

The undersigned, The City of Seattle, 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 legally described as follows:

Lots 1 through 4, inclusive, Block 45, Lake Union Shorelands, being as shown on sheet 5 of the official map of Lake Union Shorelands on file in the Office of the Commissioner of Public Lands at Olympia, Washington, together with Lots 1 through 4, inclusive, Block 8, Burke's First Addition, as recorded in Volume 1 of Plats, page 236, records of King County, Washington, and together with that portion of vacated N. Northlake Place which attached by operation of law. (Note: This does not include the portions of Lots 5 and 6 upon which is located the heliport.)

Section 1. The City of Seattle 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"):

- 1.1. Any activity on the Property that may result in the release or exposure to the environment of the contaminated soil 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 areas beneath the vegetated soil cover 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.
- 1.2. No groundwater may be taken from the Property for any purpose other than

remediation.

1.3. A portion of the Property contains Benzo(a) anthracene, Benzo(b)fluoranthene, Benzo(k)fluoranthene, Benzo(a)pyrene, Chrysene, Dibenz(a,h)anthracene, Indeno(1,2,3-cd)pyrene, Naphthalene, Pyrene, Fluoranthene, and Arsenic contaminated soil located under the Cracking Towers and Play Barn buildings. 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 or create a new exposure pathway without prior written approval from Ecology.

1.4. 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.

1.5. 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.

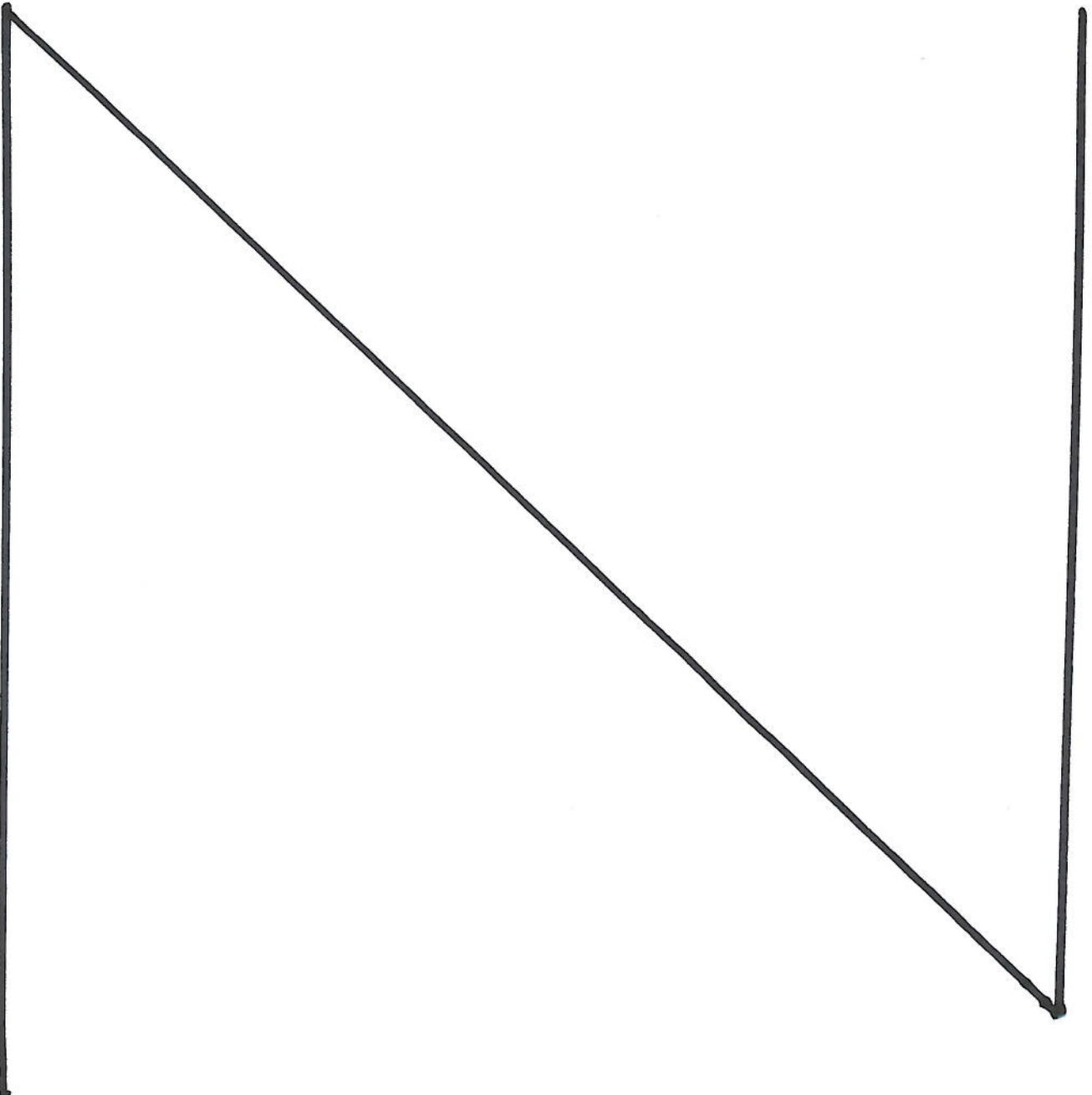
Section 2. The Owner of the property must give thirty (30) day advance written notice to Ecology of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Remedial Action.

Section 3. 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 4. 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 5. 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 6. 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.

**ACKNOWLEDGMENT:**

CITY OF SEATTLE, a Washington municipal corporation

By   
Kenneth R. Bounds  
Superintendent of Parks and Recreation

DATE April 25, 2005

STATE OF WASHINGTON )  
                                  ) ss  
COUNTY OF KING     )

On this 25<sup>th</sup> day of April, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John Franklin, to me known to be the person who signed as Director of the Fleets and Facilities Department of the City of Seattle, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and

deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the municipal corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said municipal corporation.

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

(Seal)



*Edward H. Mellinger*  
Print Name *Edward Mellinger*

Notary Public in and for the State of  
Washington, residing at: *King County*  
My commission expires: *10/7/07*