

After Recording Return to:  
Attorney's Address



20020212001091

CUSTOMER RCOVE 18.00  
PAGE 001 OF 010  
02/12/2002 10:33  
KING COUNTY, WA

JOHN HUISSH  
c/o FAMILY FUN CENTERS  
7300 FUN CENTER WAY  
TUKWILA, WA. 98188

Document Title(s) (or transactions contained therein):

1. Restrictive Covenant
- 2.
- 3.

Reference Number(s) of Documents assigned or released:  
(or page \_\_\_ of document(s))

Grantor(s) (Last name first, then first name and initials):

1. Family Fun Center, Tukwila, LLC
- 2.
- 3.
4. ☐ Additional names on page \_\_\_ of document.

Grantee(s) (Last name first, then first name and initials):

1. Family Fun Center, Tukwila, LLC
- 2.
- 3.
4. ☐ Additional names on page \_\_\_ of document.

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)

Parcel 3 in the West half of Section 24, Township 23 North, Range 4 East of the Willamette Meridian

☐ Additional legal on page 4 of document.

Assessor's Property Tax Parcel/Account Number

242404-9063

20020212001031

## RESTRICTIVE COVENANT

### Family Fun Center

Family Fun Center Site  
7300 Fun Center Way, Tukwila, Washington

This declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Family Fun Center, Tukwila, LLC. Its successors and assigns and the state of Washington Department of Ecology its successors and assigns (hereafter "Ecology").

The undersigned, Family Fun Centers ("Owner"), 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 in Exhibit A of this Restrictive Covenant and made a part hereof by reference.

An independent remedial action (hereafter "Remedial Action") occurred at the site that is the subject of this Restrictive Covenant. The Remedial Action is described in the following documents, all prepared by GeoEngineers, Inc. (and documents identified and referenced in such documents):

1. "Phase II Environmental Site Assessment Report, Proposed Family Fun Center, Tukwila, Washington" - November 17, 1997.
2. "Site-specific Method B Soil Cleanup Level for Petroleum Hydrocarbons, Proposed Family Fun Center, Tukwila, Washington" - January 6, 1998.
3. "Report of Environmental Services, Underground Storage Tank Removal Monitoring, Supplemental Subsurface Assessment and Research Findings, Family Fun Centers, Tukwila, Washington" - April 2, 1998.
4. "Cleanup Action Plan and Engineering Report, Proposed Family Fun Center, Tukwila, Washington" - September 14, 1998.
5. "Cleanup Action Report, Family Fun Center Site, Tukwila, Washington" - May 1, 2000.

These documents, the documents identified and referenced in these documents, and the "No Further Action" letter are on file at Ecology's Northwest Regional Office (NWRO).

This Restrictive Covenant is required because concentrations of petroleum hydrocarbons that exceed site remediation levels are in soil contained beneath a cap under a portion of the site (See figure in Exhibit B of this Restrictive Covenant for location of cap). Dissolved petroleum hydrocarbons, if any, in ground water do not appear to be migrating off site. Arsenic appears to be present in similar concentrations in local ground water throughout the area in the vicinity of the site and is unrelated to historic site activities. Arsenic, nickel, chromium and lead were encountered in soil prior to remediation, the presence in ground water, if any is unknown.

The undersigned, Family Fun Center, Tukwila, LLC 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 in Exhibit A of this Restrictive Covenant and made a part hereof by reference.

Family Fun Center, Tukwila, LLC 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 following restrictions apply to the use of the Property:

1. No ground water may be taken for any use from the Property.
2. Owner shall not interfere with, and shall perform or permit performance of, the monitoring and other activities specified in the compliance Monitoring Plan (Appendix E, Document 5, above) or otherwise required under MTCA and , at the appropriate time, decommissioning of the point of compliance monitoring wells installed on the property by abandoning them in accordance with WAC 173-160.
3. 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, except for those conditions described in the "Cap Maintenance and Soils Handling Plan" (Appendix F, Document 5, above). Some examples of activities that are prohibited in the capped areas include: drilling, digging, placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capabilities, piercing the surface with a rod, spike or similar item, bulldozing or earthwork.

### 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 must give thirty (30) days 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, as presented in the Compliance Monitoring Plan, appendix E of document 5 above.

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### 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.

1. No ground water may be taken for any use from the Property.
2. Owner shall not interfere with, and shall perform or permit performance of, the monitoring and other activities specified in the compliance Monitoring Plan (Appendix E, Document 5, above) or otherwise required under MTCA and , at the appropriate time, decommissioning of the point of compliance monitoring wells installed on the property by abandoning them in accordance with WAC 173-160.
3. 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, except for those conditions described in the "Cap Maintenance and Soils Handling Plan" (Appendix F, Document 5, above). Some examples of activities that are prohibited in the capped areas include: drilling, digging, placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capabilities, piercing the surface with a rod, spike or similar item, bulldozing or earthwork.

### Section 6

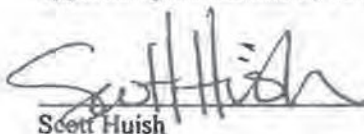
The Owner must notify and obtain approval from Ecology prior to any proposed use of the Property that is inconsistent with the terms of this Restrictive Covenant. Ecology may approve any inconsistent use only after public notice and comment.

### Section 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 WAC 173-340-440 to record an instrument that (1) provides that this Restrictive Covenant shall no longer limit use of the Property or be of any further force or effect, or (2) provides that this Restrictive Covenant shall remain in effect only for certain portions of the Property. However, such an instrument may be recorded only if Ecology, after public notice and opportunity for comment, concurs.

  
\_\_\_\_\_  
Scott Huish

Family Fun Center, Tukwila, LLC

2-11-02  
\_\_\_\_\_  
Date

STATE OF WASHINGTON                    )  
  ) ss.  
COUNTY OF KING                        )



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On this 11th day of Feb, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Scott Hush See Attached to me known to be the person who signed as \_\_\_\_\_ of Family Fun Centers, 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 acting 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.



Print Name: \_\_\_\_\_

Notary Public in and for the State of Washington, residing at Auburn, WA.

My commission expires: 5-18-2004

EXHIBIT A

LEGAL DESCRIPTION:

PARCEL 3:

THAT PORTION OF THE WEST HALF OF SECTION 24, TOWNSHIP 23 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE 2M-LINE OF PRIMARY STATE HIGHWAY NO. 1, GREEN RIVER INTERCHANGE, ALL AS CONVEYED TO OR CONDEMNED BY THE STATE OF WASHINGTON BY DEEDS RECORDED UNDER KING COUNTY RECORDING NOS. 5499612, 5507291, 5510773, 5503778, 5536582, AND PROCEEDINGS UNDER KING COUNTY SUPERIOR COURT CAUSE NO. 596089, STA POC (2M) 134+28.56, WITH THE A-LINE, STA POT (A) 102+00, AS SHOWN ON THAT CERTAIN MAP ON FILE WITH THE STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION LABELED SR 405 GREEN RIVER INTERCHANGE RIGHT-OF-WAY STA 99+00 TO STA 120+00, SHEET 2 OF 2, APPROVAL DATE OF JANUARY 30, 1962, WITH LAST REVISION DATE OF DECEMBER 31, 1992;

THENCE NORTH 42°30'02" EAST ALONG THE CENTERLINE OF SAID A-LINE, 88.55 FEET TO STA 103+70.67 OF SAID A-LINE:

THENCE NORTH 47°29'58" WEST, 60.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SAID PRIMARY STATE HIGHWAY NO. 1, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH WHOSE RADIUS POINT BEARS SOUTH 47°30'02" WEST, 163.00 FEET DISTANT;

THENCE NORTHERLY, EASTERLY, AND SOUTHERLY ALONG SAID RIGHT-OF-WAY, ON THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 87°34'23" A DISTANCE OF 249.13 FEET TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING ON THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°22'20" A DISTANCE OF 3.90 FEET TO A POINT OPPOSITE STA POT (A) 105+30.55 OF SAID A-LINE, AND 60 FEET DISTANT; THENCE CONTINUING ALONG THE NORTHEASTERLY AND NORTHERLY RIGHT-OF-WAY OF SAID A-LINE THE FOLLOWING COURSES AND DISTANCES:

SOUTH 48°33'18" EAST 115.79 FEET;

THENCE NORTH 81°24'26" EAST, 106.02 FEET;

THENCE SOUTH 08°35'34" EAST, 60.00 FEET;

THENCE SOUTH 17°41'53" WEST, 29.84 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH, WHOSE RADIUS POINT BEARS NORTH 17°41'53" EAST, 182.00 FEET DISTANT;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°38'15" A DISTANCE OF 68.73 FEET;

THENCE NORTH 66°58'45" EAST, 152.75 FEET;

THENCE SOUTH 23°01'15" EAST, 20.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF SECONDARY STATE HIGHWAY I-L (FORMERLY KNOWN AS THE BLACK RIVER JUNCTION-RENTON ROAD NO. 1193) AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER KING COUNTY REC. NO. 2919485; THENCE NORTH 66°58'45" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY, 482.07 FEET, TO ITS INTERSECTION WITH THE WEST MARGIN OF THE 100-FOOT RIGHT-OF-WAY CONVEYED TO CHICAGO, MILWAUKEE, AND ST. PAUL RAILWAY COMPANY BY DEED RECORDED UNDER KING COUNTY RECORDING NOS. 453942 AND 995370;

THENCE NORTHERLY ALONG SAID WEST MARGIN AND SAID WEST MARGIN EXTENDED NORTHWESTERLY PARALLEL TO THE CENTERLINE OF SAID RAILROAD TO ITS INTERSECTION WITH THE EASTERLY EXTENSION OF THE BOUNDARY LINE AS ESTABLISHED BY KING COUNTY SUPERIOR COURT CAUSE NO. 725392;

THENCE SOUTH 48°14'49" WEST ALONG SAID BOUNDARY LINE EXTENSION, 134.07 FEET TO ITS INTERSECTION WITH A LINE THAT LIES 200 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTERLINE OF THE NORTHERN PACIFIC RAILWAY;

THENCE NORTH 33°54'49" WEST ALONG SAID PARALLEL LINE, 26.08 FEET, TO ITS POINT OF INTERSECTION WITH THE ORDINARY HIGH WATER LINE OF THE GREEN (WHITE) RIVER, AS IT WAS MAPPED BY BARGHAUSEN CONSULTING ENGINEERS, INC. ON AUGUST 11, 1997;



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THENCE ALONG THE ORDINARY HIGH WATER LINE OF SAID RIVER THE FOLLOWING COURSES AND DISTANCES:

SOUTH 55°20'00" WEST, 51.46 FEET;

THENCE SOUTH 77°30'00 WEST, 55.00 FEET;

THENCE SOUTH 74°00'00" WEST, 50.00 FEET

THENCE SOUTH 77°30'00" WEST, 51.55 FEET;

THENCE LEAVING SAID ORDINARY HIGH WATER LINE AND BEARING SOUTH 17°22'51" EAST, 105.07 FEET;

THENCE NORTH 69°51'38" EAST, 24.62 FEET;

THENCE SOUTH 20°08'22" EAST, 44.35 FEET;

THENCE SOUTH 48°58'55" EAST, 20.06 FEET;

THENCE SOUTH 17°49'32" EAST, 49.22 FEET;

THENCE SOUTH 17°03'48" WEST, 53.44 FEET;

THENCE SOUTH 53°52'52" WEST, 93.41 FEET;

THENCE SOUTH 33°14'15" EAST, 25.64 FEET;

THENCE SOUTH 54°43'56" WEST, 207.60 FEET;

THENCE SOUTH 65°34'09" WEST, 149.44 FEET;

THENCE SOUTH 24°09'32" WEST, 41.99 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

