

EXHIBIT C  
Declaration of Restrictive Covenants  
on the PACCAR Property, Renton, Washington

PACCAR Inc., a Delaware corporation ("Declarant") is current owner of the real estate (the "Property") described in Exhibit A attached hereto and made part hereof. Pursuant to Consent Decrees entered in February 1989, and October 1991, in King County Superior Court, Said Property became the subject of a remedial investigation and feasibility study (as from time to time amended, the "RI/FS") and a cleanup action plan (as from time to time amended, the "CAP"), conducted under Washington Department of Ecology ("Ecology") supervision to identify and remediate certain environmental contamination of the Property as more particularly described in said Consent Decrees and RI/FS and CAP.

Pursuant to said Consent Decrees, 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 any provision thereof for continued operation and maintenance, monitoring, containment, or other measures necessary to assure the integrity of the cleanup action. A copy of the Consent Decrees, RI/FS, and CAP 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 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 recordation by Declarant, or its grantees, successors, or assigns of an instrument terminating this Declaration of Restrictive Covenants pursuant to the terms of the 1991 Consent Decree.

The foregoing restrictive covenants shall henceforth burden and run with the Property and bind Declarant, its grantees, successors, and assigns, and shall insure 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 7<sup>th</sup> day of October, 1991.

PACCAR Inc.

By [Signature]  
Its President

(Seal)

Attest:

By: Bruce N. Holliday  
Its: Assistant Secretary

Approved:

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

By: [Signature]  
Assistant Attorney General  
Attorneys for State

[Signature]  
Carol Fleckes  
Program Manager, Toxics  
Cleanup Program, Washington  
Department of Ecology

STATE OF WASHINGTON

COUNTY OF King } ss.

On this 7<sup>th</sup> day of October, 1991,  
before me, the undersigned, a Notary Public in and for the State of Wash-  
ington, duly commissioned and sworn, personally appeared Joseph

M. Dunn  
and Bruce N. Holliday  
to me known to be the President and Assistant Secretary,  
respectively, of PACCAR Inc

the corporation that executed the foregoing instrument, and acknowledged  
the said instrument to be the free and voluntary act and deed of said corpor-  
ation, for the uses and purposes therein mentioned, and on oath stated that  
They are authorized to execute the said instrument and that the seal  
affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first  
above written.

Nancy J. Duehn

[Signature]  
Notary Public in and for the State of Washington.

residing at Bellevue

My appointment expires: 4-30-93

File  
**PACCAR** Inc

September 23, 1996

RECEIVED  
SEP 24 1996

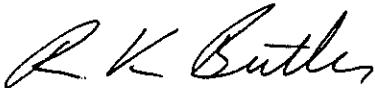
Mr. David L. South  
Senior Engineer, Toxics  
Washington Department of Ecology  
Northwest Regional Office  
3190 - 160th Avenue S.E.  
Bellevue, WA 98008-5452

Dear Mr. South:

Per your request I am attaching a copy of the Declaration of Restrictive Covenants on the PACCAR property, Renton, Washington showing it has been recorded with King County.

Please call me at 455-7435 if you need further assistance on this issues.

Sincerely,



R. K. Butler  
Corporate Environmental Manager

RKB:pw

Attachment

## DISTRIBUTION

R. E. Bangert II  
R. K. Butler  
C. Hackenberger  
H. E. Kiefer  
R. L. Lohmolder  
B. T. Nelson  
D. G. Opacki  
G. T. Ostle

J. Ackerman  
R. P. Beveridge  
B. Boyd (Puget Power)  
M. G. Dalton  
J. Kleppe  
S. E. Mack  
S. A. Merryman  
R. Rieman (Transamerica)  
D. South (DOE)  
B. Stalzer  
J. Steele  
T. Thompson (Puget Power)

File: Consent Decree  
Ownership Encumbrances  
PSPL Options  
~~CAF~~ → *Deed Restrictions*  
Corporate Vault  
PEG Desk

*Block (S/M)  
3/16/95*

EXHIBIT C  
Declaration of Restrictive Covenants  
on the PACCAR Property, Renton, Washington

RECEIVED  
SEP 24 1996  
DEPT. OF ECOLOGY

PACCAR Inc., a Delaware corporation ("Declarant") is current owner of the real estate (the "Property") described in Exhibit A attached hereto and made part hereof. Pursuant to Consent Decrees entered in February 1989\*, and October 1991†, in King County Superior Court, Said Property became the subject of a remedial investigation and feasibility study (as from time to time amended, the "RI/FS") and a cleanup action plan (as from time to time amended, the "CAP"), conducted under Washington Department of Ecology ("Ecology") supervision to identify and remediate certain environmental contamination of the Property as more particularly described in said Consent Decrees and RI/FS and CAP.

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4. No redevelopment of the Property other than for 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

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SEP 24 1996  
DEPT. OF ECOLOGY

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.
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Executed this 7th day of October, 1991.

PACCAR Inc.

By [Signature]  
Its, President



Attest:

By: Bruce N. Holliday  
Its: Assistant Secretary

Approved:

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

By: [Signature]  
Assistant Attorney General  
Attorneys for State

[Signature] for Carol L. Fleck  
Carol Fleckes  
Program Manager, Toxics  
Cleanup Program, Washington  
Department of Ecology

STATE OF WASHINGTON  
COUNTY OF King

ss.

On this 7th day of October, 1991  
before me, the undersigned, a Notary Public in and for the State of Wash-  
ington, duly commissioned and sworn, personally appeared Joseph  
M. Dunn

and Bruce N. Holliday  
to me known to be the President and Assistant Secretary,  
respectively, of PACCAR Inc  
the corporation that executed the foregoing instrument, and acknowledged  
the said instrument to be the free and voluntary act and deed of said corpora-  
tion, for the uses and purposes therein mentioned, and on oath stated that  
They are authorized to execute the said instrument and that the seal  
affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first  
above written.

Nancy J. Duehn

[Signature]  
Notary Public in and for the State of Washington,  
residing at [Address]  
My appointment expires: 12-30-93

DODDS ENGINEERS, INC.  
BELLEVUE, WA 98007

PACCAR  
DEI Project No. 85123  
May 8, 1986  
Revised November 30, 1987  
Revised June 13, 1991

PARCEL A

All those portions of the south half of Section 8, Township 23 North, Range 5 East, W.M., in the City of Renton, King County, Washington, and of Renton Farm Acreage, as recorded in Volume 12 of Plats, page 37, records of said county, including vacated streets and avenues as would attach by operation of law, and of Car Works Addition to the City of Renton, as recorded in Volume 15 of Plats, page 47, records of said county, including vacated streets, avenues, and alleys as would attach by operation of law, described as follows:

Commencing at the east quarter corner of said Section 8, from which point the northeast corner of said section bears N01°02'09"E; thence N89°27'25"W, along the north line of said south half, 2647.56 feet to an existing center of section monument; thence S01°02'40"W, along the north-south center of section line of said Section 8, a distance of 60.00 feet to the southerly margin of North 8th Street, said point being on the south line of the north 30.00 feet of Block 1 of said Renton Farm Acreage, and the TRUE POINT OF BEGINNING; thence N89°27'25"W, along the south line of the north 30.00 feet of said Block 1 and its westerly prolongation, 986.13 feet to a point on the west line of Block 2 of said plat; thence S01°05'34"W, along said west line and its southerly prolongation, 1235.01 feet to the southwest corner of Block 5 of said plat, said point being on the easterly margin of Garden Avenue North; thence S01°05'34"W, along said easterly margin, 1099.75 feet to the northwest corner of Lot 1, Block 4, of aforesaid Car Works Addition to the City of Renton; thence S89°23'14"E, along the north line of said Lot 1 and its easterly prolongation 119.00 feet to the northwest corner of Lot 10 of said Block 4; thence S01°05'51"W, along the west line of Lots 6, 7, 8, 9, and 10 of said Block 4, a distance of 226.95 feet to the southerly line of said Block 4; thence S89°23'14"E, along the southerly line of said Block 4 and its easterly prolongation, 869.30 feet to a point on the north-south center of section line of said Section 8; thence S89°23'14"E, along the south line of Block 13 and its easterly prolongation (if any) of said plat, 248.21 feet to the westerly margin of vacated Houser Way North (a.k.a. Railroad Avenue); thence N23°50'20"E, along the westerly margin of said vacated Houser Way North, 414.23 feet to a point of tangency with a 789.02 foot radius circular curve to the left; thence northerly along said curve and said westerly margin through a central angle of 22°50'00" an arc distance of 314.44 feet to a point of tangency;

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EXHIBIT A

DODDS ENGINEERS, INC.  
BELLEVUE, WA 98007

PACCAR  
DEI Project No. 85123  
May 8, 1986

PARCEL A-1

All that portion of the south half 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 east quarter corner of said Section 8, from which the northeast corner of said section bears N01°02'09"E; thence N89°27'25"W, along the north line of said south half, 2647.56 feet to an existing center of section monument; thence S01°02'40"W, along the north-south center of section line of said Section 8, a distance of 60.00 feet to the southerly margin of North 8th Street, said point being on the south line of the north 60.00 feet of said south half; thence S89°27'25"E, along said south line, 187.07 feet to a point on the northeasterly margin of the Burlington Northern Railroad right-of-way and the TRUE POINT OF BEGINNING; thence continuing S89°27'25"E, along said south line, 225.49 feet to a point on the westerly margin of Houser Way North (aka Railroad Avenue); thence S18°00'40"E, along said westerly margin, 82.32 feet to a point of tangency with a 543.68 foot radius curcular curve to the right; thence southerly, along said curve and said westerly margin, through a central angle of 09°49'26", an arc distance of 93.22 feet to a point on the northeasterly margin of said railroad right-of-way; thence N57°49'50"W, along said northeasterly margin, 321.37 feet to the TRUE POINT OF BEGINNING.

Containing approximately 19,452 square feet or 0.4465 acres more or less.

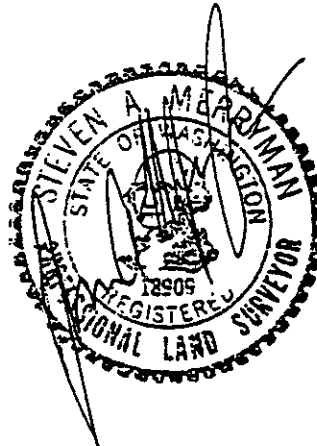
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DODDS ENGINEERS, INC.  
BELLEVUE, WA 98007

PACCAR  
DEI Project No. 85123  
May 8, 1986  
Revised November 30, 1987  
Revised June 13, 1991  
Page 2 of 2

thence N01°00'20"E, along said westerly margin 1621.58 feet to a point of tangency with a 543.69 foot radius circular curve to the left; thence northerly, along said curve and said westerly margin, through a central angle of 00°07'54", an arc distance of 1.25 feet to a point on the southwesterly margin of the Burlington Northern Railroad right-of-way, said point being on a 691.78 foot radius circular curve to the left, from which point the center bears S39°27'38"W; thence northwesterly, along said curve and said margin, through a central angle of 08°27'46", an arc distance of 102.18 feet; thence continuing along said margin N59°00'08"W 151.23 feet to a point of tangency with a 757.01 foot radius circular curve to the right; thence northwesterly, along said curve and said margin, through a central angle of 14°46'33", an arc distance of 195.22 feet to the south line of the north 60.00 feet of the south half of said Section 8; thence N89°27'25"W, along said south line, 98.96 feet to the TRUE POINT OF BEGINNING.

Containing approximately 3,596,945 square feet or 82.5745 acres, more or less.



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