



20021126001566

KING COUNTY ME DPC  
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11/26/2002 12:22  
KING COUNTY, WA 21.00

RECEIVED  
DEC 4 2002  
DEPT OF ECOLOGY

Recording Requested By And  
When Recorded Mail To

King County Metro Transit  
Real Property and Environmental Planning  
KSC-TR-0431  
201 South Jackson Street  
Seattle, Washington 98014

**DECLARATION OF RESTRICTIVE COVENANTS**

|  |  |
|--|--|
| Reference #s of Documents Released or Assigned | none   |
| Grantor  | King County  |
| Grantee  | Washington State Department of Ecology   |
| Legal Description (abbreviated)                | Lots 1-12, Blk 74, Lake Union Addition to City of Seattle;<br>Portion of Lot 10, Lots 11-16 and portion of Lot 17, Blk<br>101, Lake Union Shore Lands. |
| Assessor's Tax Parcel ID#                      | 408880-4670-01; 408330-6985-02   |

KING COUNTY, a charter county of the State of Washington, hereby gives notice that the Property, which is the subject of the following restrictive covenants and is legally described as:

Parcel A: Lots 1 through 12, inclusive, Block 74, Lake Union Addition to the City of Seattle, according to the plat recorded in volume 1 of plats, page 238, in King County, Washington;

Parcel B: Southeasterly half of Lot 10 and all of Lots 11 to 16 inclusive, and Northwesterly 6 feet of Lot 17, in Block 101, Lake Union Shore lands, records of King County, Washington; and

Parcel C: Southeasterly 29.075 feet of Lot 17, Block 101, Lake Union Shore Lands, records of King County, Washington, and more particularly described as follows:

Beginning at the northeast corner of Lot 17, Block 101, Lake Union Shore Lands from which the concrete monument at the intersection of the center line of Northlake Avenue and the center line of that part of Densmore Avenue between Northlake Avenue and North 34<sup>th</sup> Street, as established, bears North 20°04'37" East a distance of 234.78 feet; thence North 34°22'32" West along the north boundary of said Lot 17, a distance of 29.973 feet; thence South 41°33'54.7" West paralleling the East boundary of said Lot 17, a distance of 238.282 feet to a point on the South boundary of said Lot 17; thence South 58°26'05.3" East long the South boundary of said Lot 17, a distance of 29.075 feet to the Southeast corner of said Lot 17; thence North 41°33'54.7" East along the East boundary of said Lot 17 and West boundary of Waterway No. 20, as established, a distance of 231.001 feet to the place of beginning

(the "Property"), was the subject of remedial actions under Chapter 70.105D RCW and implementing regulations.

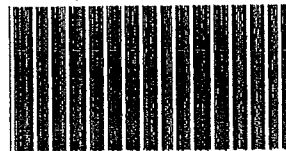
The work performed in the remedial actions is described in the Consent Decree filed with and approved by the Superior Court of the state of Washington in and for King County, King County Cause No.99-2-08651-1SEA.

These restrictive covenants are required by ECOLOGY under WAC 173-340-440(5) because the Cleanup Action on the Property will result in residual levels of petroleum hydrocarbons in the soil and shallow groundwater beneath the Property which exceed ECOLOGY's residential cleanup levels for soil, and achieve Method B surface water standards for groundwater but do not achieve drinking water standards, as established under WAC chapter 170-340.

Subject to exceptions and reservations of record, KING COUNTY is the owner of the Property. KING COUNTY makes the following declaration as to limitations, restrictions and uses to which the Property may be put. KING COUNTY specifies that such declarations and the obligations created by the declarations shall constitute covenants to burden and run with the land and such covenants shall be binding on all parties and all persons, including KING COUNTY, who have or acquire any portion of, or interest in, the Property. Such declarations shall inure to the benefit of and be enforceable by the Washington State Department of Ecology and its successors and assigns ("ECOLOGY").

Pursuant to said Consent Decree, KING COUNTY subjects the Property to the following restrictive covenants:

1. No activities that interfere with the remedial actions required by the Consent Decree shall be undertaken on the Property without ECOLOGY approval.
2. No wells for the extraction of water shall be installed in the Property without ECOLOGY approval.
3. No development of the Property for uses other than industrial uses, as defined in Chapter 70.105D RCW, shall be undertaken without ECOLOGY approval.
4. With exceptions for landscaping and shallow underground utilities, no excavation of soils shall be permitted on the Property without ECOLOGY approval. Any excavation for such landscaping or underground utilities must ensure there is no increased exposure of the residual contaminants remaining in the Property after the Cleanup Action.
5. No title, easement, lease or other interest in the Property shall be conveyed or entered into without adequate provision for the terms of this Declaration of Restrictive Covenants.
6. Authorized representatives of ECOLOGY shall have the right to enter the Property at reasonable times with reasonable notice for the purposes of evaluating compliance with the terms of this Declaration of Restrictive Covenants.



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Except as limited by the express provisions of this Declaration of Restrictive Covenants, KING COUNTY and its successors and assigns expressly reserve all rights of ownership, use and enjoyment of the Property.

Executed this 19<sup>th</sup> day of November, 2002.

KING COUNTY

By: Harold McVilly

Its: Acting Chief, Asset Management

STATE OF WASHINGTON)

)ss.

COUNTY OF KING )

I certify that I know or have satisfactory evidence that Harold McVilly is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Acting Chief, Asset Management of KING COUNTY to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 11-19-2002

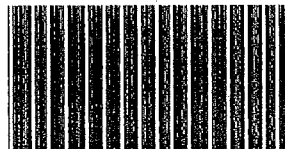
Dionne Baileys



Notary Public in and for the State of Washington, Residing at

Benton, WA.

My commission expires 7-16-05.



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