

Return To:
PRESTON GATES & ELLIS LLP
701 Fifth Avenue
Suite 5000
Seattle, WA 98104-7078
Attn: John C. Bjorkman

AMENDED RESTRICTIVE COVENANT:

Grantor: Norman Enterprises, Inc., its successors and assigns

Grantee: State of Washington, Department of Ecology, its successors and assigns

Legal Description:

Abbreviated form: 714 East Pike Street and 715 East Pine Street
Seattle, King County, Washington

Additional legal on page 1 of document

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

880490-0215-03 and 880490-0230-04, respectively

Reference number(s) of documents being assigned or released and related documents:

9812162604

9902022837

9901120605

9901120605 09:34:11 AM KING COUNTY RECORDS OUT HIS 11:00

990202-2607 02:53:00 PM KING COUNTY RECORDS 004 PG

11:00

AMENDED RESTRICTIVE COVENANT
Norman Enterprises, Inc., 714 E. Pike and 715 E. Pine.

This Declaration of Amended Restrictive Covenant (hereafter "Restrictive Covenant") is made pursuant to RCW 70.105D.030(1)(f) and WAC 173-340-440 by Norman Enterprises, Inc., its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology").

An independent 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 Risk Assessment (ReTec April 1998) and Remedial Action letter both of which are on file at Ecology's Northwest Regional Office.

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of total petroleum hydrocarbons, lead and cadmium which exceed the Model Toxics Control Act Method METHOD A Cleanup Level for soil established under WAC 173-340-740.

The undersigned, Norman Enterprises, Inc., 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:

Parcel A:

Lots 8 and 9 and the south half of lots 10 and 11, Block 4, Supplementary Plat of Union Addition to the City of Seattle, according to the plat thereof recorded in Volume 9 of Plats, page 12, records of King County, Washington.

Parcel B:

The north half of lots 10 and 11 and all of lots 12 and 13, Block 4, Supplementary Plat of Union Addition to the City of Seattle, according to the plat thereof recorded in Volume 9 of Plats, page 12, records of King County, Washington.

Norman Enterprises, Inc. makes the following declarations 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").

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Section 1. A portion of the Property contains total petroleum hydrocarbons (diesel), lead, and cadmium contaminated soil. The contaminated soil is located under the northern portion of parcel A and the southern portion of parcel B, that is, the portions contiguous to each other and the center of the buildings now existing on the two parcels. The Owner shall not alter, modify, or remove the existing structure 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.

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 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 this 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 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.
and obtain approval from

Section 6. The Owner must notify 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 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.

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Assessor's Property Tax Parcel Account Number(s): 880490-0215-03 and 880490-0230-04, respectively.

Reference number(s) of documents being assigned or released and related documents:
None.

RESTRICTIVE COVENANT
Norman Enterprises, Inc., 714 E. Pike and 715 E. Pine.

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

An independent 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 Risk Assessment (RETEC; August 18, 1998) which is on file at Ecology's Northwest Regional Office.

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of total petroleum hydrocarbons, lead and cadmium which may exceed the Model Toxics Control Act Cleanup Level for soil established under WAC 173-340-740.

The undersigned, Norman Enterprises, Inc., 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:

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Norman Enterprises, Inc. makes the following declarations 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. A portion of the Property contains total petroleum hydrocarbons (diesel), lead, and cadmium contaminated soil. The contaminated soil is located under the northern portion of parcel A and the southern portion of parcel B, that is, the portions contiguous to each other and the center of the building now existing on the two parcels. Any alteration, modification, or removal of the existing structure, resulting in excavation or removal of, contaminated soil shall be performed consistent with all applicable statutory and regulatory requirements then in existence.

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 without prior written notice to Ecology.

Section 3. 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.

Section 4. 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 5. The Owner must notify Ecology prior to any use of the Property that is inconsistent with the terms of this Restrictive Covenant.

Section 6. 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 7. 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 concurs.

DATED this 15th day of December, 1998.

NORMAN ENTERPRISES, INC.

By Stephen F. Norman
Stephen F. Norman, President

