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

m9800524

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1. RESTRICTIVE COVENANT
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:
(on page _____ of document(s))

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

1. RICHARD C HEDREEN
2. ELIZABETH A HEDREEN
- 3.
- 4.

FILED FOR RECORD AT REQUEST OF
TRANSACTION TITLE INSURANCE CO

5. Additional names on page _____ of document.

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

1. STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
- 2.
- 3.
- 4.

5. Additional names on page _____ of document.

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

LOTS 4,5,6 BLK 16 A.A.DENNYS 3RD ADD.
Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number

197570-0040

Additional legal is on page _____ of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S
INDEXING FORM (Cover Sheet)

9810140125

RESTRICTIVE COVENANT

Richard C. Hedreen and Elizabeth A. Hedreen

Seattle Hilton Hotel Parking Garage

Sixth Avenue & University Street, Seattle, WA 98101.

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Richard C. Hedreen and Elizabeth A. Hedreen, husband and wife (hereafter "Hedreen"), 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 following document [s]:

1. Site Assessment Report, Seattle Hilton Hotel, Seattle, Washington, By Shannon & Wilson, Inc. Project T-1772-01, February 1998.
2. Closure Services Related to Hilton UST's, Seattle, Washington, By Shannon & Wilson, Inc. Project T-1772-03, July 1998.

THESE documents are on file at Ecology's NWRO.

This Restrictive Covenant is required because;

- 1). The Remedial Action resulted in remnant concentrations of TPH-G, present beneath the building foundations east corner of the site and south of the elevation shaft area as shown in Fig. 1 and;
- 2). This remnant and inaccessible contaminated soil is estimated to be about 300 cubic yards in volume.

Hedreen is the fee owner of real property (hereafter "Property") situate in Seattle, in the County of King, State of Washington, that is subject to this Restrictive Covenant. The Property is legally described as follows;

LOTS 4, 5 AND 6, BLOCK 16, ADDITION TO THE TOWN OF SEATTLE,
AS LAID OUT BY A.A. DENNY (COMMONLY KNOWN AS A.A. DENNY'S
THIRD ADDITION TO THE CITY OF SEATTLE), ACCORDING TO THE
PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 33,
RECORDS OF KING COUNTY, WASHINGTON.

Hedreen 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").

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Restrictive Covenant
Seattle Hilton Hotel Parking Garage
Voluntary Cleanup Program

Section 1.

A. The Property shall be used only for traditional commercial uses, as allowed under Seattle Municipal Code and defined in: The Land Use and Zoning Code of The City of Seattle, Washington, pursuant to the authority found at RCW Chapter 35.21 as of the date of this Restrictive Covenant.

B. No groundwater may be taken for any use from the Property without meeting all relevant substantive requirements applicable to the State and County laws.

C. A portion of the Property contains remnant concentrations of TPH-G, present beneath the building foundations east corner of the site and south of the elevation shaft area. A layer of clay and silt material about 3 to 6 feet thick is between this remnant TPH-G material and the groundwater table beneath the site. The groundwater table contains floating free product that appears to be from off site or upgradient location. The 3 to 6 feet thick clay material acts as a buffer preventing commingling of the residual TPH-G in the soil and the off site free product on the water table flowing through the site. 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, groundwater, vapors or create a new exposure pathway without prior written approval from Ecology.

D. Any activity on the Property that may result in the release or exposure to the environment of the contaminated soil, groundwater, or vapors 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 capped areas 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.

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 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.

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Seattle Hilton Hotel Parking Garage
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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.

Section 6. 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 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 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.

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Restrictive Covenant
Seattle Hilton Hotel Parking Garage
Voluntary Cleanup Program

Richard C. Hedreen

Richard C. Hedreen

and

Elizabeth A. Hedreen

Elizabeth A. Hedreen

October 9, 1998

[DATE SIGNED]

October 9, 1998

[DATE SIGNED]

STATE OF WASHINGTON)
)
County of King)

ss.

I certify that I know or have satisfactory evidence that Richard C. Hedreen and Elizabeth A. Hedreen are the persons who appeared before me, and said persons acknowledged that they signed this instrument, and acknowledged it to be the free and voluntary act of such party for uses and purposes mentioned in the instrument.

DATED this 9th day of October, 1998.



[Signature]
Notary Public in And For the State of Washington,
residing at King County, WA
Name (printed or typed): David M. Eskerazy
My appointment expires: 7-27-01