

WHEN RECORDED RETURN TO:
 ROBERT L. DENORMANDIE JR.
 YOUNG, DENORMANDIE & OSCARSSON
 1191 2ND AVENUE, SUITE 1901
 SEATTLE, WA 98101



CHICAGO TITLE INSURANCE COMPANY

DOCUMENT TITLE(s)

1 RESTRICTIVE COVENANT

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REFERENCE NUMBER(s) OF DOCUMENT ASSIGNED OR RELEASED:

☐ Additional reference numbers on page ____ of document

GRANTOR(s) :

1 FLORENCE J. EVANS

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☐ Additional names on page ____ of document

GRANTEE(s) :

1 STATE OF WASHINGTON DEPT. OF ECOLOGY

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☐ Additional names on page ____ of document

ABBREVIATED LEGAL DESCRIPTION:

LOTS 3-6, BLOCK 1, SEATTLE TIDE LANDS AND A PORTION OF GOVERNMENT LOT
 3 IN THE NORTHWEST QUARTER OF 13-25-3, TGW VAC STREETS ADJ.

☐ Complete legal description is on page ____ of document

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s) :

132503-9001-03

Additional Tax Accounts are on page ____ of document

Note: This cover sheet is prepared to conform to the requirements of Chapter 143, Laws of 1996.
 Nothing on this sheet alters the names, legal description or other information in the attached document.
 The only purpose of this cover sheet is to assist the auditor in indexing the document in
 conformance with statute.

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

COVER2/RDA/0999

1999 121 7001233

RESTRICTIVE COVENANT

Florence J. Evans

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1) (f) and (g) and WAC 173-340-440 by Florence J. Evans, her successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter referred to as "Ecology").

An independent remedial action (hereafter referred to as "Remedial Action") occurred at the property that is the subject of this restrictive covenant (hereafter referred to as "Restrictive Covenant"). The Remedial Action conducted at the property is described in the following documents:

1. Phase 1 Environmental Site Assessment; Union Bay Ship Building Corporation Site, prepared for Ms. Billie Adams, Tippet Marine Services, Seattle, WA. by Parametrix, Inc., Kirkland, WA., November, 1993.
2. Subsurface Environmental Study, Marine Fluid Systems, 801 Northwest 42nd Street, Seattle (Ballard), Washington, prepared for Dana Bostwick, Ballard Land Management, Roy, WA., by Environmental Associates, Inc., Bellevue, WA., March 17, 1999.

These documents are on file at Ecology's Northwest Regional Office.

This Restrictive Covenant is required because a Remedial Action has determined that the property contains diesel, heavy oil and carcinogenic polynuclear aromatic hydrocarbons, and metals, in soils which exceed the Model Toxics Control Act Method A Residential Cleanup Levels for soil established under WAC 173-340-740. *RB*

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The undersigned, Florence J. Evans, is the fee owner of the real property in the County of King, State of Washington (hereafter referred to as "Property"), that is subject to this Restrictive Covenant. The Property is legally described as follows:

Lots 3, 4, 5, and 6, Block 1, Seattle Tide Lands; ALSO, that portion of Section 13, Township 25 North, Range 3 East, W.M. in King County, Washington, described as follows; Beginning at the northeast corner of Government Lot 3 of said Section 13; thence south 50°24'29" east along the northerly line of that portion of 8th Avenue Northwest vacated by Ordinance No. 76354 of the City of Seattle, 39.50 feet to the northwest corner of Lot 1, Block 1, Ross Home Addition, according to plat recorded in Volume 11 of Plats, page 25, King County, Washington; thence southerly along the west line of said Lot 1, to an intersection with the southeasterly line of that certain tract of land dedicated to the City of Seattle by the Northern Pacific Railway Company by deed recorded in Volume 871 of Deeds, page 242, under Auditor's File No. 915617, and later vacated by Ordinance No. 75290 of said City; thence southwesterly along the southeast line of said tract, as vacated by said Ordinance No. 76290 to an intersection with the east line of Burns Avenue Northwest (formerly Ewing Street) as established by Ordinance No. 14267 of said City; thence continuing southwesterly along the southeasterly line of that portion of said Burns Avenue Northwest, as vacated by Ordinance No 76354 of said County, to an intersection with the northeasterly line of Block 1, Seattle Tide Lands; thence north 21°47'24" west along the said northeast line of Block 1, Seattle Tide Lands, being also the southwesterly line of that portion of said Burns Avenue Northwest, as vacated by Ordinance Nos. 76354 and 72347 and 69210 of said City, to an intersection with the south line West 42nd Street; thence north 89°58'31" east along south line to the point of beginning.



Florence J. Evans, 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

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all current and future owners of any portion of or interest in the Property (hereafter referred to as "Owner").

Section 1. The Property shall be used only for traditional industrial uses, as described in RCW 70.105D.020(23) and defined in and allowed under the City of Seattle's zoning regulations codified in the Municipal Code of the City of Seattle, Title 23, Land Use Code, as of the date of the Restrictive Covenant.

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.

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.

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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 and 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 inspection 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 and instrument may be recorded only if Ecology, after public notice and opportunity for comment, concurs.

APPROVED BAIRD LAND MANAGEMENT
Dated at Seattle, Washington, this 15 day of December, 1999

By

Florence J. Evans
Florence J. Evans, Owner

Date 12-15-99

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SIGNATURE PAGE

Florence Evans
FLORENCE EVANS

STATE OF WASHINGTON

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COUNTY OF KING

ON THIS 15TH DAY OF DECEMBER, 1999 9 BEFORE ME, THE UNDERSIGNED,
A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED
AND SWORN, PERSONALLY APPEARED FLORENCE EVANS KNOWN TO ME TO BE THE
INDIVIDUAL(S) DESCRIBED IN AND WHO EXECUTED THE WITHIN INSTRUMENT AND
ACKNOWLEDGED THAT SHE SIGNED AND SEALED THE SAME AS HER FREE AND
VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES HEREIN MENTIONED.

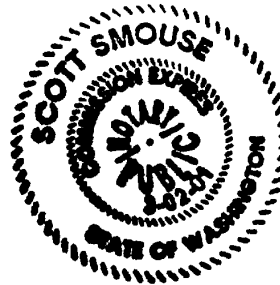
Scott Smouse
NOTARY SIGNATURE

PRINTED NAME: Scott Smouse

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT Bellevue

MY COMMISSION EXPIRES ON 3/2/2001



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