

After Recording Return to:

**City of Seattle
Department of Parks and Recreation
Real Property Management
800 Maynard Avenue South
Seattle, WA 98134**

Attn: Terry Dunning (206) 684-4860



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COV 25.00

PUBLIC
PAGE 01 OF 007
05/05/2005 13:55
KING COUNTY, WA

RESTRICTIVE COVENANT

**(CITY OF SEATTLE – GAS WORKS PARK & SEATTLE POLICE HARBOR PATROL
PROPERTY)**

Grantor(s): City of Seattle

Grantee(s): The Public

Abbreviated Legal Description (lot, block and plat name, or section-township-range):

Portions of Sections 19 and 20, Township 25 North, Range 3 East,
W. M., City of Seattle, King County, Washington.

θ Additional legal description on pages 2 to 3 of document

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

1249700005 and 4088801930

Auditor's Reference Number(s) of documents assigned/released/amended (if applicable):

Street Address/City Contacts for Further Information:

Gas Works Park
2000 North Northlake Way
Seattle, Washington

Seattle Police Harbor Patrol Office and Shops
1717 North Northlake Place
Seattle, Washington

Seattle Department of Parks and Recreation Gas Works Park Project Manager
Seattle Department of Parks and Recreation Public Information Officer

**RESTRICTIVE COVENANT
(CITY OF SEATTLE, GAS WORKS PARK & SEATTLE POLICE HARBOR PATROL
PROPERTY)**

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

A 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 documents, which are on file at Ecology's Headquarters, 300 Desmond Drive, SE, Lacey, WA:

1. Gas Works Park Environmental Cleanup Documents- Volume 4: Final Cleanup Action Plan and SEPA Checklist, June 18, 1999, prepared by Parametrix Inc. for the City of Seattle and Puget Sound Energy
2. Consent Decree, King County Superior Court Cause No. 99-2-52532-9SEA, December 23, 1999

This Restrictive Covenant is required because the Remedial Action will result in residual concentrations of Benzo(a) anthracene, Benzo(b)fluoranthene, Benzo(k)fluoranthene, Benzo(a)pyrene, Chrysene, Dibenz(a,h)anthracene, Indeno(1,2,3-cd)pyrene, Naphthalene, Benzene, Ethylbenzene, and Toluene which exceed the Model Toxics Control Act Method B Residential Cleanup Levels for groundwater established under WAC 173-340-720.

This Restrictive Covenant is also required because the Remedial Action will result in residual concentrations of Benzo(a) anthracene, Benzo(b)fluoranthene, Benzo(k)fluoranthene, Benzo(a)pyrene, Chrysene, Dibenz(a,h)anthracene, Indeno(1,2,3-cd)pyrene, Naphthalene, Pyrene, Fluoranthene, and Arsenic which exceed the Model Toxics Control Act Method B Residential Cleanup Levels for soil established under WAC 173-340-740.

This Restrictive Covenant is also required because a conditional point of compliance has been established for groundwater.

The undersigned, The City of Seattle, 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:

Gas Works Park Uplands Property Description - The following description is intended to describe the limits of upland property within the confines of a parcel of land commonly known as Gas Works Park. The property is located in the NE 1/4 of Section 19, Township 25 North, Range 3 East, WM, and in the NW 1/4 of Section 20, Township 25 North, Range 3 East, WM, in the City of Seattle, County of King, State of Washington.

Commencing at the Section Corner common to sections 17, 18, 19 & 20, thence S 00°14'33" W on the common line between sections 19 & 20, a distance of 12.76 feet to an intersection with the south margin of Northlake Way North and the TPOB of this description.

Thence continuing S 00°14'33" W a distance of 7.34 feet to the NE corner of Block 4 as platted in Burke's 1st Addition (Plats, Vol. 1, Page 236), thence S 89°45'56" E, a distance of 189.76 feet to the NE corner of Block 42 as platted in Lake Union Shorelands, said corner being coincident with the NW corner of Waterway #19, as platted in said Lake Union Shorelands, thence S 23°06'22" E, a distance of 287 feet more or less to the shoreline of Lake Union,

thence following the shoreline of Lake Union to the south, west and northwest, the following approximate courses,

S 10°11' W, a distance of 352.5 feet more or less, to the intersection with the south line of Block 43 Lake Union Shorelands,

S 22°28' W, a distance of 140 feet, more or less,

S 73°37' W, a distance of 154 feet, more or less to the intersection with the south line of Block 43 Lake Union Shorelands,

S 73°37' W, a distance of 35 feet more or less,

S 37°23' W, a distance of 70 feet more or less to the east end of a concrete bulkhead and Angle Pt #30 of the Harbor Line,

thence N 89°46'15" W along the concrete bulkhead/ Harbor Line, a distance of 423 feet more or less to the divergence of the bulkhead and the shoreline of Lake Union,

thence along the shoreline the following approximate courses,

N 0° E, a distance of 35 feet more or less,

N 67°57'30" W, a distance of 282 feet more or less,
N 45°21'18" W, a distance of 114 feet more or less,
N 46°20'18" W, a distance of 301 feet more or less, to the NW line of Block 45
Lake Union Shorelands,
thence N 41°33'55" E, along said NW line of Block 45, a distance of 184 feet
more or less to the NW corner of Lot 1, Block 45,
thence N 53°25'49" E, a distance of 29.45 feet to the NW corner of Lot 1, Block 8
as platted in Burke's 1st Add,
thence N 31°12'18" E, a distance of 61.06 feet to the SW corner of Block 2 as
platted in Burke's 1st Add,
thence N 48°39'10" W, a distance of 79.57 feet to the SE corner of Block 1 as
platted in Burke's 1st Add,
thence N 34°31'11" W, a distance of 194.51 feet to the intersection with the south
margin of Northlake Way North,
thence S 89°36'41" E, a distance of 913.29 feet to the beginning of a curve to the
left,
thence along a curve to the left, whose center bears N 0°23'19" E, having a radius
of 385.32 feet, a central angle of 14°50'17", an arc distance of 99.79 feet to an
intersection with the east line of Section 19 and the TPOB.

Said parcel containing 909,000 +/- square feet or 20.9 +/- acres. The site only
includes the terrestrial areas of Gas Works Park and certain adjacent property and
does not include areas that are submerged or seasonally submerged by the waters
of Lake Union.

Section 1. The City of Seattle 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"):

1.1. Any activity on the Property that may result in the release or exposure to the
environment of the contaminated soil 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 areas beneath the vegetated soil cover 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.

1.2. No groundwater may be taken from the Property for any purpose other than remediation.

1.3. A portion of the Property contains Benzo(a) anthracene, Benzo(b)fluoranthene, Benzo(k)fluoranthene, Benzo(a)pyrene, Chrysene, Dibenz(a,h)anthracene, Indeno(1,2,3-cd)pyrene, Naphthalene, Pyrene, Fluoranthene, and Arsenic contaminated soil located under the Cracking Towers and Play Barn buildings. 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 or create a new exposure pathway without prior written approval from Ecology.

1.4. 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.

1.5. 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 2. 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 3. 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.

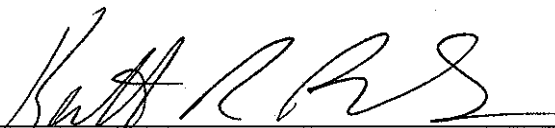
Section 4. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Restrictive Covenant. Ecology may approve any inconsistent use only after public notice and comment.

Section 5. 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 6. 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.

ACKNOWLEDGMENT:

CITY OF SEATTLE, a Washington municipal corporation

By 
Kenneth R. Bounds
Superintendent, Department of Parks and Recreation

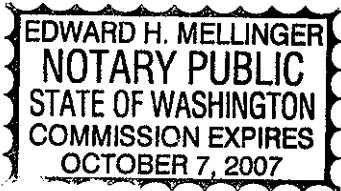
April 25, 2005
DATE

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 25th day of April, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Kenneth R. Bounds, to me known to be the person who signed as Superintendent of the Department of Parks and Recreation of the City of Seattle, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the municipal corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said municipal corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

(Seal)



Edward H Mellinger
Print Name Edward H Mellinger

Notary Public in and for the State of
Washington, residing at: King CT.
My commission expires: 10/7/07.