



When Recorded Return To:

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LAWLER & BURROUGHS, P.C.
999 Third Ave, Suite 4750
Seattle, WA 98104**

**SECOND AMENDED & CORRECTED RESTRICTIVE COVENANT
RE: REMEDIAL ACTION**

GRANTOR: Jackson, Jack A. and Jackson, Janet C., husband and wife

GRANTEE: The Public

LEGAL DESCRIP. (Abbrev.) Lts. 4-9, Blk. 7, South Seattle Add. Vol 1/35; Lts. 7-9, Blk. 262, Seattle Tidelands. Complete legal on Attachment A.

TAX PARCEL NO. 788610-0290-01

This Second Amended and Corrected Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Jack Jackson and Janet Jackson, their successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology"). This document replaces the Restrictive Covenant re: Remedial Action previously filed at King County Auditor's File No. 19990903000006 and the First Amended and Corrected Declaration of Restrictive Covenant Re: Remedial Action previously filed at King County Auditor's File No. 1999101301018.

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 documents:

1. Phase I Environmental Site Assessment, 3801 7th Avenue South, AdaPT Engineering, inc., October 16, 1997;
2. Preliminary Subsurface Investigation at 3801 7th Avenue South, Seattle, WA, Equipoise Corporation, January 15, 1998;
3. Request for Voluntary Cleanup program review of Completed Site Investigation and Remediation, 3801 7th Avenue South, Seattle, WA. Equipoise Corporation, November 12, 1998.
4. Request for Voluntary Cleanup program review of Completed Site Investigation and Remediation, 3801 7th Avenue South, Seattle, WA. Lawler & Burroughs, P.C. October 22, 1999.

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

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of Petroleum Hydrocarbons which exceed the Model Toxics Control Act Method A Cleanup Level for soil established under WAC 173-340-740.

The undersigned, Jack Jackson and Janet Jackson (hereinafter "the Jacksons"), are the fee owners 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 in Attachment A of this Restrictive Covenant and made a part hereof by reference.

The Jacksons make 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").

Section 1. A portion of the Property contains petroleum hydrocarbon contaminated soil located under the north central portion of the shop section of the warehouse building. 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 creates 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 the contaminated soil that remains on the Property as part of the Remedial Action, or creates a new exposure pathway, is prohibited without prior written approval from Ecology.

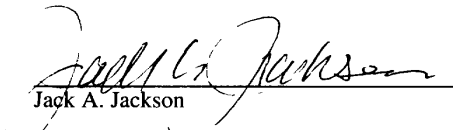
Section 4. The Owner of the Property must give thirty- (30) day advance written notice to Ecology of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision 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.


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 the 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.


Jack A. Jackson

2 Nov 99
Date


Janet C. Jackson

Nov 2, 1999
Date



STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me **Jack Jackson and Janet Jackson**, to me known to be the Property Owners that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed, for the uses and purposes mentioned, and on oath stated that they were duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 2nd day of NOVEMBER, 1999.

Brian E. Lawler

BRIAN E. LAWLER
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
SEPTEMBER 5, 2002

Print: BRIAN E. LAWLER
Notary Public in and for the State of Washington,
residing at BAINBRIDGE ISLAND, WA
My Commission Expires: 9-5-2002

Unofficial Copy

