

6.3 Environmental Covenant

Kent Highl. Landfill/SITB.7

CONFORMED COPY

Return Address:

City of Seattle SPU/Real Prop - SWU
710 Second Avenue 10th Floor
Seattle, WA 98104

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146.00
SEATTLE PUBLIC RCOVE
PAGE 001 OF 138
03/14/2002 15:29
KING COUNTY, WA

Document Title(s) (or transactions contained therein): 1. Restrictive Covenant
Reference Number(s) of Documents assigned or released: (on page ___ of document(s))
Grantor(s) (Last name first, then first name and initials) 1. The City of Seattle
Grantee(s) (Last name first, then first name and initials) 1. Washington State Department of Ecology
Legal Description (Abbreviated: i.e. lot, block, plat or section, township, range) Portion of Enos Cooper Donation Claim No. 38 in Section 15, Township 22 North, Range 4 East, W.M. Additional legal is on page <u>4</u> of document
Assessor's Property Tax Parcel/Account Number Tax Parcel/Account Number 000200-0005-03
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.

RECEIVED

MAY 20 2003

DEPT OF ECOLOGY

RESTRICTIVE COVENANT KENT HIGHLANDS LANDFILL

The property that is the subject of this Restrictive Covenant has been the subject of remedial action under Chapter 70.105D RCW. The work done to clean up the property (hereinafter the "Cleanup Action") is described in the Cleanup Action Plan for Kent Highlands Landfill dated April 19, 1993. This Restrictive Covenant is required by WAC 173-340-440 to assure the continued integrity of the Cleanup Action .

The undersigned, City of Seattle ("Seattle"), is the fee owner of real property in King County (legal description attached), hereinafter referred to as the "Site." For the purposes of this Restrictive Covenant, the Site refers to the Seattle-owned portions of the former Kent Highlands Landfill, located Northeast of the the intersection of State Route 516 (AKA Kent-DesMoines Road) and Military Road in Kent, Washington. Seattle makes the following declaration as to limitations, restrictions, and uses as to which the Site may be put, and specifies that such declarations shall constitute covenants running with the land, as provided by law, and shall be binding on all parties and all persons claiming under them.

Section 1. Any activity on the Site that may interfere with the Cleanup Action is prohibited. Any activity on the Site that may result in the release of a hazardous substance that was contained as part of the Cleanup Action is prohibited. Any activity on the Site that may result in endangerment to human health or the environment by hazardous substances contained on site or by gas generated by and emitted from the Site is prohibited.

Section 2. Except for groundwater monitoring, no groundwater may be taken for any purpose from any well on the Site without Department of Ecology ("Ecology") approval.

Section 3. The owner of the Site must give written notice to Ecology, or to its successor agency, of the owner's intent to convey any fee interest in the Site. Seattle and all subsequent owners shall provide for the continued operation, maintenance and monitoring of the Cleanup Action.

Section 4. The owner must notify and obtain approval from Ecology, or from its successor agency, prior to any use of the Site that is inconsistent with the terms of this Restrictive Covenant. Ecology or its successor agency may approve such a use only after public notice and comment.

Section 5. The owner shall restrict leases to uses and activities consistent with this Restrictive Covenant and notify all lessees of the restrictions on the use of the property.

Section 6. The owner shall allow authorized representatives of Ecology, or its successor agency, the right to enter the Site at reasonable times and with reasonable prior notice for the purpose of evaluating compliance with the Cleanup Action Plan and to inspect records that are related to the Cleanup Action.

Section 7. The owner of the Site reserves the right under WAC 173-340-720 and WAC 173-340-440 (1991 ed.), to record an instrument which provides that this Restrictive Covenant shall no longer limit use of the Site or be of any further force or effect. However, such an instrument may be recorded only with the consent of Ecology, or its successor agency. Ecology or a successor agency may consent to the recording of such an instrument only after public notice and comment.

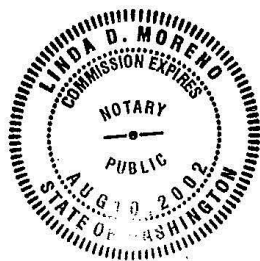
DATED this 14th day of March, 2002.

Chuck Clarke
The City of Seattle
Chuck Clarke, Director, Seattle Public Utilities

STATE OF WASHINGTON)
)SS.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Chuck Clarke signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director of Seattle Public Utilities of the City of Seattle to be the free and voluntary act of the City of Seattle for the uses and purposes mentioned in the instrument.

Dated: March 14, 2002



Linda D. Moreno
NOTARY PUBLIC in and for the
State of Washington,
My appointment expires 8-10-02

- All of Parcel, tax lot number 000200-0005-03. Said parcel described as:
That portion of the west 400 feet of the north 1436 feet of the south 1944 feet of the Enos Cooper Donation Claim Number 38 lying north of the Kent-Des Moines right-of-way north boundary line, and being more particularly described as Follows:

Beginning at the center of Section 15, T22N, R4E. Thence eastward along a line parallel to the south boundary of said Enos Cooper Claim to a point on the west boundary of said claim; Thence southward along the west boundary of said Enos Cooper Claim 500 feet to the true point of beginning;
thence north $88^{\circ}45'52''$ east 400 feet;
thence south 220 feet along a line parallel to the west boundary line of said Enos Cooper Claim;
thence south $36^{\circ}00'$ west a distance of about 330 feet to the north boundary of the SR-516 right-of-way;
thence northwestward along said north right-of-way line to the west boundary line of said Enos Cooper Claim;
thence north along the west boundary line of Said Enos Cooper Claim to the true point of beginning.

36

City of Kent
Attn. Property Management
220 - 4th Avenue South
Kent, Washington 98032



Reference Number of Related Document. N/A

Grantor(s) City of Kent

Grantee(s) The Public

139/157 PNWT
W 6175

Abbreviated Legal Description. A ptn of Enos Cooper Donation Claim, SE 1/4, Sec 15,
T22N, R4E, W M, King County

Additional Legal Description is contained in Exhibit "A" of Document

Assessor's Property Tax Parcel or Account No.. 152204-9022

PROJECT NAME Kent Highlands Landfill

20030711003046
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PAGE 001 OF 139
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KING COUNTY, WA
157 00

RESTRICTIVE COVENANT KENT HIGHLANDS LANDFILL

The property that is the subject of this Restrictive Covenant has been the subject of remedial action under Chapter 70.105D RCW. This Restrictive Covenant is required by WAC 173-340-440 to assure the continued integrity of the Cleanup Action.

The undersigned, City of Kent, ("Kent"), is the fee owner of real property in King County (legal description attached as Exhibit "A"), hereinafter referred to as the "Site". For the purposes of this Restrictive Covenant, the Site refers to the Kent-owned portions

KENT HIGHLANDS LANDFILL RESTRICTIVE COVENANT

(July 1, 2003)

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of the former Kent Highlands Landfill, located Northeast of the intersection of State Route 516 (aka Kent-DesMoines Road) and Military Road in Kent, Washington. The work done to clean up the property (hereinafter the "Cleanup Action") is described in the Cleanup Action Plan for Kent Highlands Landfill dated April 19, 1993 (attached as Exhibit "B").

Kent makes the following declaration as to limitations, restrictions, and uses as to which the Site may be put, and specifies that such declarations shall constitute covenants running with the land, as provided by law, and shall be binding on all parties and all persons claiming under them.

SECTION 1. Any activity on the Site that may interfere with the Cleanup Action is prohibited. Any activity on the Site that may result in the release of a hazardous substance that was contained as part of the Cleanup Action is prohibited. Any activity on the Site that may result in endangerment to human health or the environment by hazardous substances contained or by gas generated by and emitted from the Site is prohibited.

SECTION 2. Except for groundwater monitoring, no groundwater may be taken for any purpose from any well on the Site without Department of Ecology ("Ecology") approval.

SECTION 3. The owner of the Site must give written notice to Ecology, or to its successor agency, of the owner's intent to convey any fee interest in the Site. Kent and all subsequent owners shall provide for the continued operation, maintenance, and monitoring of the Cleanup Action.

SECTION 4. The owner must notify and obtain approval from Ecology, or from its successor agency, prior to any use of the Site that is inconsistent with the terms of this Restrictive Covenant. Ecology or its successor agency may approve such a use only after public notice and comment.

SECTION 5. The owner shall restrict leases to uses and activities consistent with this Restrictive Covenant and notify all lessees of the restrictions on the use of the property.

SECTION 6. The owner shall allow authorized representatives of Ecology, or its successor agency, the right to enter the Site at reasonable times and with reasonable prior notice for the purpose of evaluating compliance with the Cleanup Action Plan and to inspect records that are related to the Cleanup Action.

SECTION 7. The owner of the Site reserves the right under WAC 173-340-720 and WAC 173-340-440 (1991 ed.), to record an instrument which provides that this Restrictive Covenant shall no longer limit use of the Site or be of any further force or effect. However, such an instrument may be recorded only with the consent of Ecology, or its successor agency. Ecology or a successor agency may consent to the recording of such an instrument only after public notice and comment.

DATED this 8th day of July, 2003.

CITY OF KENT:

By Jim White

Its Mayor

DATE: 7-8-03

STATE OF WASHINGTON)

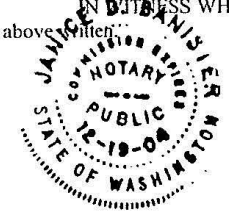
: ss.

COUNTY OF KING)

I hereby certify that on the 8th day of July, 2003, I know or have satisfactory evidence that **JIM WHITE** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument on behalf of the **CITY OF KENT** as its Mayor, and such execution to be the free and voluntary act of such party for the uses and purposes mentioned in the foregoing instrument.

-Notary Seal Must Appear Within This Box-

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



Janice D. Banister
JANICE D. BANISTER
NOTARY PUBLIC, in and for the State of Washington
residing at Trent
My appointment expires 12-19-04

APPROVED AS TO FORM:

[Signature]
Kent City Attorney

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KENT HIGHLANDS LANDFILL RESTRICTIVE COVENANT

(July 1, 2003)

EXHIBIT "A"

THAT PORTION OF THE ENOS COOPER DONATION CLAIM LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., KING COUNTY, WASHINGTON, DEFINED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION WITH THE CENTERLINE OF KENT-DES MOINES HIGHWAY AND THE SOUTH LINE OF THE NORTH HALF OF SAID SUBDIVISION;

THENCE SOUTHEASTERLY ALONG SAID CENTERLINE A DISTANCE OF 135.48 FEET;

THENCE NORTH 62°30'00" EAST 30 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 62°30'00" EAST 525 FEET;

THENCE NORTHWESTERLY ON A CURVE TO THE LEFT AND RUNNING PARALLEL WITH THE PROPOSED NORTHEASTERLY MARGIN OF STATE ROUTE 516 (AS SHOWN ON THAT CERTAIN MAP DATED MAY 8, 1969, SHEET 2 OF 11 SHEETS, JUNCTION STATE ROUTE 5 TO JUNCTION STATE ROUTE 167 MILEPOST 2.21 TO MILEPOST 4.83) TO THE WEST LINE OF SAID DONATION CLAIM;

THENCE SOUTH ALONG THE WEST LINE OF SAID DONATION CLAIM TO THE CENTERLINE OF SAID HIGHWAY;

THENCE SOUTHEASTERLY TO A POINT WHICH BEARS SOUTH 62°30'00" WEST FROM THE TRUE POINT OF BEGINNING;

THENCE NORTH 62°30'00" EAST 30 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION DEFINED AS FOLLOWS:
BEGINNING AT A POINT OF INTERSECTION OF THE WEST LINE OF THE COOPER DONATION CLAIM WITH THE NORTH MARGIN OF SSH 5A (KENT-DES MOINES HIGHWAY) BEING THE TRUE POINT OF BEGINNING OF EXCEPTION HEREIN DESCRIBED;

THENCE NORTH ALONG SAID DONATION CLAIM LINE 450 FEET;

THENCE EAST AT RIGHT ANGLES TO SAID DONATION CLAIM LINE 400 FEET;

THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID DONATION CLAIM LINE 220 FEET;

THENCE SOUTH 36° WEST 440 FEET MORE OR LESS TO NORTHERLY MARGIN OF SSH 5A;

THENCE NORTHWESTERLY ALONG THE NORTHERLY MARGIN OF SSH 5A TO THE TRUE POINT OF BEGINNING OF EXCEPTION HEREIN DESCRIBED.

AND ALSO EXCEPT THAT PORTION LYING SOUTHERLY OF SAID NORTHEASTERLY MARGIN OF SAID STATE ROUTE 516.

