

Qwest Corporation  
1801 California Street, Suite 4600  
Denver, CO 80202  
Attention: Susan Kitchen



Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

**Document Title(s)** (or transactions contained therein): (all areas applicable to your document **must** be filled in)

- 1. Restrictive Covenant \_\_\_\_\_ 2. \_\_\_\_\_
- 3. \_\_\_\_\_ 4. \_\_\_\_\_

**Reference Number(s) of Documents assigned or released:**

Additional reference #'s on page \_\_\_\_\_ of document

**Grantor(s)** (Last name, first name, initials)

- 1. King County, State of Washington \_\_\_\_\_
- 2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

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

- 1. Qwest Corporation, a Colorado Corporation \_\_\_\_\_
- 2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

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

Lots one (1) through eight (8), and fifteen (15) through twenty-two (22), Block two hundred forty-four (244), and East 50 feet of Lots fifteen (15) through twenty-two (22), Block two hundred forty-nine (249); ALL in Seattle Tide Lands;

Additional legal is on page 2 of document.

**Assessor's Property Tax Parcel/Account Number**

766620-3295

Assessor Tax # not yet assigned

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.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

*Susan Kitchen*

Signature of Requesting Party

## RESTRICTIVE COVENANT

## Qwest Corporation – Seattle Airport Way Service Operating Center

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Qwest Corporation, 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 documents:

1. Underground Storage Tank Decommissioning  
Airport Way Service Operating Center  
1709 Airport Way  
Seattle, WA  
Boateng Environmental Scientists, dated July 1993
2. Phase II Investigation of  
Contaminated Soils at the  
U S West Service Operating Center  
1709 Airport Way  
Seattle, WA  
Boateng Environmental Scientists, dated December 1993
3. UST Site Assessment at  
U S West Facility  
1709 Airport Way South  
Seattle, Washington  
AGRA Earth & Environmental, dated August 14, 1998
4. Subsurface Investigation  
Airport Way Service Operating Center  
Seattle, Washington  
Tetra Tech EM Inc., dated August 2003
5. Groundwater Monitoring Report  
February 2004  
Airport Way Facility  
Seattle, Washington  
Tetra Tech EM Inc., dated March 2004

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 hydrocarbon as gasoline and diesel which exceed the Model Toxics Control Act Method A Residential Cleanup Levels for soils and groundwater established under WAC 173-340-740 and WAC 173-340-720.

The undersigned, Qwest Corporation, 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:

All of Lots one (1), two (2), three (3), four (4), five (5), six (6), seven (7), eight (8), fifteen (15), sixteen (16), seventeen (17), eighteen (18), nineteen (19), twenty (20), twenty-one (21) and twenty-two (22), Block two hundred forty-four (244); and

East 50 feet of Lots fifteen (15), sixteen (16), seventeen (17), eighteen (18), nineteen (19), twenty (20), twenty-one (21) and twenty-two (22), Block two hundred forty-nine (249); ALL in Seattle Tide Lands;

TOGETHER with all that portion of 8<sup>th</sup> Avenue South (vacated by Ordinance No. 19314 of the City of Seattle) lying between said Blocks 244 and 249, and bounded on the north by the south line of Massachusetts Street and on the south by a straight line extended from the southwest corner of Lot 8, said Block 244, to southeast corner of Lot 15, said Block 249.

Qwest Corporation 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").

Section 1. No groundwater may be taken for any use from the Property. A portion of the Property contains petroleum hydrocarbon as gasoline and diesel contaminated soil located in the sidewall excavation of the former gasoline and diesel underground storage tank located near the northwest corner of the building. The Owner shall not alter, modify, or remove the existing asphalt pavement 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. The integrity of the asphalt pavement must be maintained through routine monitoring and maintenance.

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.

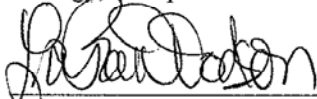
Section 4. The Owner of the property must give thirty (30) day advance written notice to Ecology of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision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

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.

  
\_\_\_\_\_

Qwest Corporation, a Colorado Corporation

1/26/05  
\_\_\_\_\_

Date

STATE OF COLORADO )  
CITY AND ) ss.  
COUNTY OF DENVER )

The forgoing instrument was acknowledged before me this 20th day of Jan, 2005, by Larae Dodson as Director - Real Estate for Qwest Corporation, a Colorado corporation.



My Commission Expires Nov. 22, 2008

Witness my hand and official seal:

Julie K. Miller  
Notary Public  
My commission expires: Nov. 22, 2008

Unofficial Copy