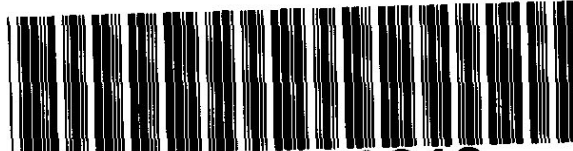


After Recording Return to  
Attorney's Address

7300 Fun Center Way  
Tukwila WA 98188



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PUBLIC PAGE 001 OF 006  
11/01/2000 15.12  
KING COUNTY, WA

Document Title(s) (or transactions contained therein)	
1	Restrictive Covenant
2	
3	
Reference Number(s) of Documents assigned or released (or page ___ of document(s))	
Grantor(s) (Last name first, then first name and initials)	
1	Family Fun Centers, Tukwila LLC
2	
3	
4	<input type="checkbox"/> Additional names on page ___ of document
Grantee(s) (Last name first, then first name and initials)	
1	Family Fun Centers, Tukwila, LLC
2	
3	
4	<input type="checkbox"/> Additional names on page ___ of document
Legal Description (abbreviated i.e., lot, block, plat or section, township, range)	
Parcel 3 in the West half of Section 24, Township 23 North, Range 4 East of the Willamette Meridian	
<input type="checkbox"/> Additional legal on page 4 of document	
Assessor's Property Tax Parcel/Account Number	
???	242 30A-9063

(206) 431-3670

## RESTRICTIVE COVENANT

### Family Fun Centers

#### Family Fun Center Site 7300 Fun Center Way, Tukwila, Washington

This declaration of Restrictive Covenant is made pursuant to RCW 70 105D 030(1)(f) and (g) and WAC 173-340-440 by Family Fun Centers, Inc. in accordance with a letter (the "No Further Action letter") issued by the State of Washington Department of Ecology (hereafter "Ecology") dated 9-15-99, 1999

The undersigned, Family Fun Centers ("Owner"), 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 in Exhibit A of this Restrictive Covenant and made a part hereof by reference

An independent remedial action (hereafter "Remedial Action") occurred at the site that is the subject of this Restrictive Covenant. The Remedial Action is described in the following documents (and documents identified and referenced in such documents)

- 1 "Phase II Environmental Site Assessment Report, Proposed Family Fun Center, Tukwila, Washington" – November 17, 1997
- 2 "Site-specific Method B Soil Cleanup Level for Petroleum Hydrocarbons, Proposed Family Fun Center, Tukwila, Washington" – January 6, 1998
- 3 "Report of Environmental Services, Underground Storage Tank Removal Monitoring, Supplemental Subsurface Assessment and Research Findings, Family Fun Centers, Tukwila, Washington" – April 22, 1998
- 4 "Cleanup Action Plan and Engineering Report, Proposed Family Fun Center, Tukwila, Washington" – September 14, 1998
- 5 "Cleanup Action Report, Family Fun Center Site, Tukwila, Washington" - -September ~~14~~, 1999

These documents, the documents identified and referenced in these documents, and the "No Further Action" letter are on file at Ecology's Northwest Regional Office (NWRO)

This Restrictive Covenant is required because petroleum hydrocarbons in soil are contained beneath a cap under a portion of the site. Dissolved petroleum hydrocarbons, if any, in ground water do not appear to be migrating off site. Arsenic appears to be present in similar concentrations in local ground water throughout the area in the vicinity of the site and is unrelated to historic site activities.

Owner declares and establishes the following covenant restricting uses to which the Property may be put.

#### Section 1

The following restrictions apply to the use of the Property

- 1 No ground water may be taken for any use from the Property without meeting all relevant substantive requirements of applicable laws

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- 2 Owner shall not interfere with, and shall perform or permit performance of, the monitoring and other activities specified by the No Further Action letter or otherwise required under MTCA and, at the appropriate time, decommissioning of the point-of-compliance monitoring wells installed on the Property by abandoning them in accordance with WAC 173-160
- 3 Owner shall maintain the cap over slag and soil with hydrocarbons that exceeded site-specific cleanup levels, as described in the "Cap Maintenance and Soils Handling Plan" (Appendix F, Document 5 above)

## **Section 2**

The Owner must give thirty (30) days advance written notice to Ecology of the Owner's intent to convey any interest in the Property. Each such conveyance of title shall make adequate and complete provision for continued groundwater confirmation monitoring in accordance with and to the extent required by the No Further Action letter and shall require that the grantee thereof, in the event of any future conveyance, again provide such advance notice to Ecology and make such provision.

## **Section 3**

The Owner will restrict leases as follows, and notify all lessees of this Restrictive Covenant and such restrictions on the use:

- 1 No ground water may be taken for any use from the Property without meeting all relevant substantive requirements of applicable laws
- 2 Lessee shall not interfere with, and shall permit performance of, the monitoring and other activities specified by the No Further Action letter or otherwise required under MTCA and, at the appropriate time, decommissioning of the point-of-compliance monitoring wells installed on the Property by abandoning them in accordance with WAC 173-160
- 3 Lessee shall maintain the cap over slag and soil with hydrocarbons that exceeded site-specific cleanup levels, as described in the "Cap Maintenance and Soils Handling Plan" (Appendix F, Document 5 above)

## **Section 4**

The Owner must notify and obtain approval from Ecology prior to any proposed use of the Property that is inconsistent with the terms of this Restrictive Covenant. If Ecology, after notice and comment, approves the proposed change, this Restrictive Covenant shall be amended to reflect the change.

## **Section 5**

Designated representatives of Ecology are granted the right to enter the Property at reasonable times for the purpose of evaluating compliance with this Restrictive Covenant and the No Further Action letter, including the right to obtain samples, inspect remedial actions conducted at the Property, and inspect records that are related to the Remedial Action. Ecology must notify the Owner at least 48 hours in advance of entering the property. Ecology representatives must conduct visits in a manner consistent with Owner requirements for health and safety, security and other operational conditions.

## **Section 6**

The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that (1) provides that this Restrictive Covenant shall no longer limit use of the Property or be of any further force or effect, or (2) provides that this Restrictive Covenant shall remain in effect only for certain portions of the Property. However, such an instrument may be recorded only if Ecology, after public notice and opportunity for comment, concurs.

Section 7

This Restrictive Covenant shall run with the land and shall be binding on Owner's successors and assigns

Scott Richard Huish

[NAME OF PROPERTY OWNER]

11-1-00

[DATE SIGNED]

STATE OF WASHINGTON

)

) ss

COUNTY OF KING

)

On this 1st day of NOVEMBER, 2000, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared SCOTT RICHARD HUIH, to me known to be the person who signed as OWNER of Family Fun Centers, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said 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 corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation

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



S. W. Roe  
Print Name S. W. ROE  
Notary Public in and for the State of Washington, residing  
at EVERETT, WA  
My commission expires JULY 16, 2001

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EXHIBIT A

LEGAL DESCRIPTION:

PARCEL 3

THAT PORTION OF THE WEST HALF OF SECTION 24, TOWNSHIP 23 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT THE INTERSECTION OF THE 2M-LINE OF PRIMARY STATE HIGHWAY NO 1, GREEN RIVER INTERCHANGE, ALL AS CONVEYED TO OR CONDEMNED BY THE STATE OF WASHINGTON BY DEEDS RECORDED UNDER KING COUNTY RECORDING NOS 5499612, 5507291, 5510773, 5503778, 5536582, AND PROCEEDINGS UNDER KING COUNTY SUPERIOR COURT CAUSE NO 596089, STA POC (2M) 134+28 56, WITH THE A-LINE, STA POT (A) 102+00, AS SHOWN ON THAT CERTAIN MAP ON FILE WITH THE STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION LABELED SR 405 GREEN RIVER INTERCHANGE RIGHT-OF-WAY STA 99+00 TO STA 120+00, SHEET 2 OF 2, APPROVAL DATE OF JANUARY 30, 1962, WITH LAST REVISION DATE OF DECEMBER 31, 1992, THENCE NORTH 42°30'02" EAST ALONG THE CENTERLINE OF SAID A-LINE, 88 55 FEET TO STA 103+70 67 OF SAID A-LINE  
THENCE NORTH 47°29'58" WEST, 60 00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF SAID PRIMARY STATE HIGHWAY NO 1, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH WHOSE RADIUS POINT BEARS SOUTH 47°30'02" WEST, 163 00 FEET DISTANT, THENCE NORTHERLY, EASTERLY, AND SOUTHERLY ALONG SAID RIGHT-OF-WAY, ON THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 87°34'23" A DISTANCE OF 249 13 FEET TO THE TRUE POINT OF BEGINNING  
THENCE CONTINUING ON THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°22'20" A DISTANCE OF 3 90 FEET TO A POINT OPPOSITE STA POT (A) 105+30 55 OF SAID A-LINE, AND 60 FEET DISTANT, THENCE CONTINUING ALONG THE NORTHEASTERLY AND NORTHERLY RIGHT-OF-WAY OF SAID A-LINE THE FOLLOWING COURSES AND DISTANCES

SOUTH 48°33'18" EAST 115 79 FEET,  
THENCE NORTH 81°24'26" EAST, 106 02 FEET,  
THENCE SOUTH 08°35'34" EAST, 60 00 FEET,  
THENCE SOUTH 17°41'53" WEST, 29 84 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH, WHOSE RADIUS POINT BEARS NORTH 17°41'53' EAST, 182 00 FEET DISTANT,  
THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°38'15" A DISTANCE OF 68 73 FEET,  
THENCE NORTH 66°58'45" EAST, 152 75 FEET,  
THENCE SOUTH 23°01'15" EAST, 20 00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF SECONDARY STATE HIGHWAY 1-L (FORMERLY KNOWN AS THE BLACK RIVER JUNCTION-RENTON ROAD NO 1193) AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER KING COUNTY REC NO 2919485, THENCE NORTH 66°58'45" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY, 482 07 FEET, TO ITS INTERSECTION WITH THE WEST MARGIN OF THE 100-FOOT RIGHT-OF-WAY CONVEYED TO CHICAGO, MILWAUKEE, AND ST PAUL RAILWAY COMPANY BY DEED RECORDED UNDER KING COUNTY RECORDING NOS 453942 AND 995370,  
THENCE NORTHERLY ALONG SAID WEST MARGIN AND SAID WEST MARGIN EXTENDED NORTHWESTERLY PARALLEL TO THE CENTERLINE OF SAID RAILROAD TO ITS INTERSECTION WITH THE EASTERLY EXTENSION OF THE BOUNDARY LINE AS ESTABLISHED BY KING COUNTY SUPERIOR COURT CAUSE NO 725392,  
THENCE SOUTH 48°14'49" WEST ALONG SAID BOUNDARY LINE EXTENSION, 134 07 FEET TO ITS INTERSECTION WITH A LINE THAT LIES 200 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTERLINE OF THE NORTHERN PACIFIC RAILWAY,  
THENCE NORTH 33°54'49" WEST ALONG SAID PARALLEL LINE, 26 08 FEET, TO ITS POINT OF INTERSECTION WITH THE ORDINARY HIGH WATER LINE OF THE GREEN (WHITE) RIVER, AS IT WAS MAPPED BY BARGHAUSEN CONSULTING ENGINEERS, INC ON AUGUST 11, 1997,

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THENCE ALONG THE ORDINARY HIGH WATER LINE OF SAID RIVER THE FOLLOWING COURSES AND DISTANCES

SOUTH 55°20'00" WEST, 51 46 FEET,

THENCE SOUTH 77°30'00 WEST, 55 00 FEET,

THENCE SOUTH 74°00'00" WEST, 50 00 FEET

THENCE SOUTH 77°30'00" WEST, 51 55 FEET,

THENCE LEAVING SAID ORDINARY HIGH WATER LINE AND BEARING SOUTH 17°22'51" EAST, 105 07 FEET,

THENCE NORTH 69°51'38" EAST, 24 62 FEET,

THENCE SOUTH 20°08'22" EAST, 44 35 FEET,

THENCE SOUTH 48°58'55" EAST, 20 06 FEET,

THENCE SOUTH 17°49'32" EAST, 49 22 FEET,

THENCE SOUTH 17°03'48" WEST, 53 44 FEET,

THENCE SOUTH 53°52'52" WEST, 93 41 FEET,

THENCE SOUTH 33°14'15" EAST, 25 64 FEET,

THENCE SOUTH 54°43'56" WEST, 207 60 FEET,

THENCE SOUTH 65°34'09" WEST, 149 44 FEET,

THENCE SOUTH 24°09'32" WEST, 41 99 FEET TO THE POINT OF BEGINNING