

CONFORMED COPY

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KING COUNTY, WA
DPC 25.00

Document title(s): **Declaration of Restrictive Covenant**

Reference number(s) of document(s) assigned or released (if applicable): **N/A**

Grantor(s): **Scarsella Limited Partnership, a Washington limited partnership, with
Dale LLC, a Washington limited liability company, as General Manager.**

Grantee(s): **State of Washington, Department of Ecology
The Public**

Legal description (abbreviated):

**Ptn NE 1/4, NE 1/4, S28-T23N-R4E, W.M. (aka Lots 26, 28-37, & 61-72, and
unplatted 60-foot strip adjoining NWly of Lots 57-72, Wildon, unrecorded)**

(Full legal description appears on Attachment A [pages 6-7])

Assessor's Tax Parcel Number(s):

**940940-0135-08, 940940-0145-06, 940940-0150-08, 940940-0155-03,
940940-0160-06, 940940-0170-04, 940940-0175-09, 940940-0185-07,
940940-0320-03, 940940-0330-01, 940940-0360-04, 940940-0936-09**

DECLARATION OF RESTRICTIVE COVENANT

Scarsella Limited Partnership and MasterPark Lot C

This Declaration of Restrictive Covenant is made this 6th day of May, 2003, pursuant to RCW 70.105D.030 (1) (f) and (g) and WAC 173-340-440 by Scarsella Limited Partnership, a Washington limited partnership ("Scarsella LP"), 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. Phase I Environmental Site Assessment, SunReal Inc., SeaTac Airport Site, SeaTac, WA, Golder Associates Inc., 10/12/00.
2. Final Phase II Environmental Site Assessment, Report, SeaTac Parking Garage Development Site, SeaTac, WA, Golder Associates Inc., 4/5/01.
3. Final Report for Extended Phase II Environmental Site Assessment, SeaTac Parking Garage Development Site, SeaTac, WA, Golder Associates, Inc., 4/5/01.
4. Final Report for the Phase III Environmental Site Assessment, SeaTac Parking Garage Development Site, SeaTac, WA, Golder Associates, Inc., 4/5/01.
5. Collection and Analytical Results of Groundwater Sample from Washington Memorial Park Cemetery Private Well, Golder Associates Inc., 9/7/01.
6. Closure of a 1000 Gallon Gasoline Underground Storage Tank and Associated Independent Remedial Action, Master Park Lot C, 16000 Block International Boulevard, SeaTac, WA, Golder Associates Inc., 10/4/01.
7. Site Assessment Conducted for the Closure of a 3,000 and 10,000 Gallon Underground Storage Tanks, Master Park Lot C, 16000 Block International Boulevard, SeaTac, WA, Golder Associates, Inc., 10/4/01.
8. Site Assessment Conducted for the Closure of a 1,000 Gallon Heating Oil Underground Storage Tank, Master Park Lot C, 16000 Block International Boulevard, SeaTac, WA, Golder Associates Inc., 10/4/01.

9. Site Assessment for the Closure of a 300 Gallon Underground Storage Tank, Master Park Lot C, 16000 Block International Boulevard, SeaTac, WA, Golder Associates Inc., 10/24/01.
10. Final Independent Remedial Action Report, SeaTac Parking Garage Development Site, SeaTac, WA (Master Park Lot C), Golder Associates, Inc., 1/24/02.

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

This Restrictive Covenant is required because residual concentrations of diesel and oil range petroleum hydrocarbons in soil, and gasoline range petroleum hydrocarbons remain in groundwater which exceed the Model Toxics Control Act Method A Residential Cleanup Levels for soil and groundwater established under WAC 173-340-704, notwithstanding the Remedial Action.

Scarsella LP owns the fee simple interest in real property (hereafter "Property"), which is located 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. Sea-Tac Investments LLC, a Washington limited liability company ("Lessee"), leases the Property from Scarsella LP pursuant to that certain Amended and Restated Ground Lease Agreement between Scarsella LP and Lessee, which is effective as of February 1, 2001, as amended:

Gerald Scarsella, as the representative of the general partner of Scarsella LP and on behalf of Scarsella LP as such general partner, 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. (1) No groundwater may be taken for any use from the property excepting for purposes required by possible remedial actions. (2) Any activity on the Property that may result in the release or exposure to the environment of the contaminated soil that was contained beneath the asphalt cap as part of the Remedial Action, or create a new exposure pathway, is prohibited.

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 future 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

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.

SCARSELLA LIMITED PARTNERSHIP, a

Washington limited partnership
By Ida LLC, a Washington limited liability company, General Partner
By [Signature]

Its: Manager

Date: 4/16/03

STATE OF WASHINGTON)

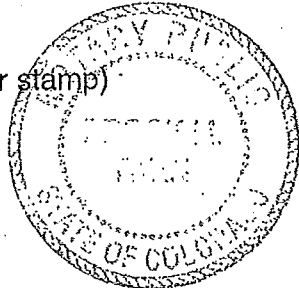
) ss.

COUNTY OF KING)

I certify that I know or have satisfactory evidence that Bevanda Scarsella is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath, stated that he/she/they was/were authorized to execute the instrument and acknowledged it as the Manager of LLC of of Scarsella Limited Partnership, to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in the instrument.

DATED this 14 day of April, 2003.

(Seal or stamp)



My Commission Expires 1-27-2005

Brook M. Ryan
Notary Signature

BROOK M RYAN
Print/Type Name

Notary Public in and for the State of
Washington, Colorado

residing at 8401 E Bellevue Ave. Denver Co

My appointment expires 1-27-2005

ATTACHMENT "A"

(Legal Description)

That portion of the northeast quarter of the northeast quarter of Section 28, Township 23 North, Range 4 East, W.M., in King County, Washington, described as follows:

Beginning at the intersection of the northwesterly line of State Highway No. 1, as established by Deed recorded under King County Recording No. 1994317, with the south line of the north 30 feet of said northeast quarter;

thence south $18^{\circ}49'10''$ west along said northwesterly line 200 feet to the true point of beginning;

thence north $71^{\circ}10'50''$ west 310 feet;

thence south $18^{\circ}49'10''$ west 800 feet;

thence south $71^{\circ}10'50''$ east 60 feet;

thence north $18^{\circ}49'10''$ east 200 feet;

thence south $71^{\circ}10'50''$ east 250 feet to said northwesterly line;

thence north $18^{\circ}49'10''$ east along said northwesterly line 500 feet;

thence north $71^{\circ}10'50''$ west 125 feet;

thence north $18^{\circ}49'10''$ east 50 feet;

thence south $71^{\circ}10'50''$ east 125 feet;

thence north $18^{\circ}49'10''$ east 50 feet to the true point of beginning;

EXCEPT that portion conveyed to the State of Washington for road by Deeds recorded under King County Recording Nos. 3695689, 3695688 and 3706373;

TOGETHER WITH an easement for road and utilities purposes over a strip of land described as follows:

Beginning at the most northerly corner of the above described property;

thence south $71^{\circ}10'50''$ east along the northeasterly line thereof 60 feet;

thence north 18°49'10" east to the southerly line of the north 30 feet of the northeast quarter of the northeast quarter of said section;

thence westerly along said southerly line to the point from which the point of beginning bears south 18°49'10" west;

thence south 18°49'10" west to the point of beginning;

TOGETHER WITH an easement for ingress, egress and driveway purposes as established by Superior Court Cause No. 90-2-02038-0;

(BEING KNOWN AS Lots 26, 28 through 37, inclusive, and 61 through 72, inclusive, and the unplatted 60 foot strip adjoining northwesterly of Lots 57 through 72, all in Wildon, according to the unrecorded plat thereof;

EXCEPT that portion conveyed for Primary State Highway No. 1).