

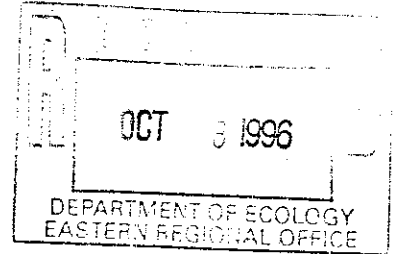
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PERKINS COIE

A LAW PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
NORTH 221 WALL STREET SUITE 600 SPOKANE WASHINGTON 99201-0826
TELEPHONE: 509 624-2212 FACSIMILE: 509 458-3399

EDWARD G. JOHNSON
(509) 458-3361
johne@perkinscoie.com

October 7, 1996



Mr Guy Gregory
Department of Ecology
Eastern Regional Office
4601 North Monroe, Ste 202
Spokane, WA 99205

Re: GE - WWP Site Access Agreement

Dear Guy:

Enclosed are certified copies of the Declaration of Restrictive Covenants and the Agreement for Site Access referenced in my October 2, 1996 letter, which were recorded on September 12, 1996

Very truly yours,

PERKINS COIE

Edward G Johnson

EGJ:dhs
Enclosures

cc: Mark Schneider (w/enclosures)
Deborah Hankins (w/enclosures)

[11987-0004/KA962810 011]

RETURN TO:
Perkins Coie
N. 221 Wall Street, #600
Spokane, WA 99201



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Spokane Co. WA

AGREEMENT FOR SITE ACCESS

This Agreement is made this ____ day of _____, 1990
between The Washington Water Power Company ("WWP") and General
Electric Company ("GE").

R E C I T A L S

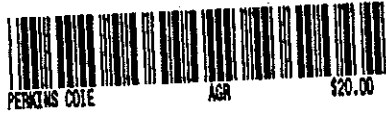
- A. GE has entered into an Agreed Order (Exhibit A to this Agreement) with the State of Washington Department of Ecology which requires certain remediation and further investigation at and adjacent to property GE owns at East 4323 Mission Avenue, Spokane, Washington.
- B. WWP owns property adjacent to GE's property as shown in Exhibit B (the "Site"). GE will utilize various portions of the Site to perform its obligations under the Agreed Order. GE will utilize the services of one or more contractors (collectively, the "Contractor") for such purpose.
- C. WWP currently has granted permission for the use of a portion of the Site by M. E. Riley/Federal Construction Company ("Riley") and access to said portion is intended to be included in this Agreement.
- D. WWP states that it acquired its property in 1921 and has utilized it for an electric power transmission line right-of-way since that date. By instrument dated August 16, 1961, WWP granted GE access across a portion of its property for ingress and egress to the GE property. From approximately 1961 to 1980, GE operated on its property a service shop for the maintenance and repair of electrical equipment.
- E. In 1986, pursuant to a request by the WDOE, GE conducted a Phase I Field Investigation of the WWP and GE property. Subsequently, the GE property, the WWP property, and property belonging to Riley has been designated by the WDOE as a "facility" under the terms and provisions of the Model Toxics Control Act ("MTCA") (Ch. 70.105D RCW).
- F. At the request of WDOE, GE conducted Phase II and Phase III investigation to determine the nature and extent of the contamination of the facility. In connection with those investigations, WWP granted GE access to the WWP property for the limited purpose of conducting tests, and has

STATE OF WASHINGTON }
COUNTY OF SPOKANE } SS

I, William E. Donahue, Spokane County Auditor, do hereby certify that the foregoing instrument is a true and correct copy of the document received and recorded in my office.

In witness whereof, I hereunto set my hand this
20 day of Oct 1996
WILLIAM E. DONAHUE, Spokane County Auditor

W. Donahue
Deputy



allowed GE to fence the WWP property in order to protect the public and comply with requests by the WDOE. All of these activities have been conducted at GE's expense and all activities on WWP's property have been at GE's request.

- G. On or about August 31, 1989, the WDOE notified WWP that it had determined that WWP, GE and Riley were potentially liable parties (PLPs) with respect to the facility under the provisions of the MTCA. WWP and GE responded to the allegations made by WDOE.
- H. GE has requested access to WWP property for the purpose of performing the Agreed Order and GE and WWP have agreed to cooperate with each other with respect to any removal or remedial action that may be appropriate on WWP property.

In consideration of the mutual covenants and agreements herein, WWP and GE agree as follows:

AGREEMENT

1. Access to WWP's Property. WWP hereby gives GE and the Contractor access to property WWP owns at the Site for the purpose of performing the activities required by the Agreed Order (hereinafter the "Work"). Exhibit C is intended to specifically describe the work in the Agreed Order which necessitates access to the Site. In the event of conflict between Exhibit C and the Agreed Order, the latter governs. The access contemplated herein shall include, without limiting the foregoing, ingress and egress to the Site to perform the Work. The parties agree that Exhibit B is a depiction of the Site. Except as expressly limited by such terms as paragraph 2 of this Agreement, the access rights granted herein are intended to extend to all property WWP owns or leases adjacent to East 4323 Mission Avenue, Spokane, Washington.

2. WWP's Electrical Facilities. GE acknowledges that WWP owns and operates certain electric power facilities located on WWP's property. Within one week of execution of this Agreement WWP will give notice to GE of the nature and extent of such facilities and what part of the Work described in Exhibit C might affect the physical integrity, operation or maintenance of WWP's electric power facilities. GE agrees that it will not take any action on WWP property which may result in contact with or interfere with the physical integrity or the operation or maintenance of WWP's electric power facilities located on the WWP property as described in the aforesaid notice of facilities provided by WWP. GE agrees to fully inform its employees, agents and contractors about WWP's electric power facilities. GE agrees that prior to performing any Work which



may affect the physical integrity, operation or maintenance of WWP's electric power facilities, GE or its Contractor will notify WWP as provided below and will obtain specific permission from WWP. GE and WWP agree that WWP will be responsible for any moving of WWP's electric facilities required by the Work. GE agrees to reimburse WWP for the reasonable costs incurred related to such movement of facilities.

3. Notice and Information to WWP. At least ten (10) days prior to the commencement of any Work on WWP's property, GE shall notify WWP of its intent to perform such Work, the nature of the Work to be performed, the schedule for the performance of such Work, the persons who are to perform such Work and the equipment to be used in the performance of such Work. After an initial written notice of such Work, GE may thereafter satisfy this notice requirement by written or telephone notice acknowledged by the WWP party described in paragraph 11. As information is obtained by GE concerning the location and extent of any hazardous substances, hazardous materials or toxic substances on or under the WWP property, GE shall promptly provide information concerning the location and extent of said substances or materials to WWP and shall promptly advise WWP concerning GE's plans for the removal or other remedial action with respect to said substances and materials. The foregoing obligation of GE to supply information about substances or materials to WWP is solely limited to and defined by the nature, extent and timing of any obligation GE has to supply such information to WDOE, provided that GE will supply WWP with such information to the extent necessary for worker protection.

4. Notice and Information to GE. WWP agrees to promptly advise GE of any circumstances on the WWP property which would interfere with or delay the Work. WWP also agrees to promptly provide GE with information about hazardous substances, hazardous materials or toxic substances on or under the WWP property at the Site to the same extent and in the same manner that GE is required by paragraph 3 to provide such information to WWP. WWP is not obligated by this provision to undertake any specific investigations, such as sampling.

5. Compliance with Applicable Laws. GE shall at all times exercise its rights herein and shall have the Work performed at WWP property on the Site in accordance with any and all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.

6. Contractor. Contractor is entitled to access under Paragraph 1. The contractors currently entitled to access are Bechtel Environmental, Inc. and Golder Associates. GE shall



notify WWP of any further contractors who will be performing the Work on WWP property at the Site.

7. GE's Use of the Property. GE shall exercise its rights under this Agreement and shall assure that the Work is performed so as to minimize, to the extent reasonably practicable, interference with WWP's use of property it owns at the Site. GE agrees to restore the WWP property used in the performance of the Work upon conclusion of the Work. With respect to shallow surface soil remediation, restoration herein means replacing removed soil with clean backfill, return to original grade and removal of any temporary support facilities installed by GE and seeding the restored area with native grass. With respect to investigation, restoration herein means abandonment of monitoring wells in accordance with applicable law and good engineering practice, taking public safety into consideration.

8. Warranty of WWP. WWP represents that it has authority to enter into this Agreement with respect to the portion of the Site it leases or grants permission for use and will make appropriate arrangements with its lessee or permittee to enable performance of the Work, including enforcement of lease or permit terms and WWP ownership rights, if necessary.

9. Indemnity, Standstill and Tolling Agreement. GE agrees to indemnify, defend, and hold harmless WWP from all costs, damages to persons or property (including, without limitation, the persons or property of WWP or its employees) or claims by any person (including, without limitation, WWP's employees) against WWP which arises out of or in connection with the performance of the Work by GE and its employees, agents and contractors, on the WWP property at the Site, provided that GE shall not be responsible to WWP for any claims for damages to any person or property, which are caused by acts or omissions of WWP or its lessee or permittee.

So long as GE complies with the provisions of this Agreement for Site Access, WWP shall refrain from commencing any litigation against GE in any court in connection with the release of a hazardous substance on WWP's property.

WWP and GE agree that the foregoing indemnity is not intended to alter either party's responsibility for contamination at the site as of the date of this Agreement. Each remains responsible under federal or state law for any such contamination it or its lessee or permittee caused. However, this Agreement is intended to toll, for the term of this Agreement only, any statute of limitations which may apply to a claim which may be made by one against the other in



connection with the release of a hazardous substance. It does not impact any statute of limitations which expired prior to the execution of this Agreement.

10. Term. This Agreement shall remain in full force and effect until July 1, 1991 unless such term is further extended by the parties in order to complete the requirements of the Agreed Order.

11. Notice. Notices under this Agreement shall be given as follows:

To WWP Douglas K. Pottratz
Environmental Engineer
The Washington Water Power Company
P.O. Box 3727
Spokane, WA 99220

To GE E.A. Firestone
Counsel-Remedial Projects
General Electric Company
275 Battery Street, 23rd Floor
San Francisco, CA 94111

Notices shall be deemed effective (a) if mailed, upon the third day following deposit thereof in the United States mail, postage prepaid, or (b) if otherwise given, upon delivery thereof. Either party may change the address to which notices may be given by giving notice as above provided.

12. Amendment. WWP and GE agree that in the event that additional work is required on the WWP property at the Site or an extension of this Agreement is required, and agreement is reached as to the nature and scope of that work or extension, this Agreement may be amended by correspondence between WWP and GE.

13. Exhibits. All exhibits identified in this Agreement are attached hereto and by this reference made a part of this Agreement.

EXECUTED as of the date first written above.

Accepted:

THE WASHINGTON WATER POWER
COMPANY

GENERAL ELECTRIC COMPANY

By Daniel M. Jamieson
Title Vice-President

By Deborah O. Hankins
Title Manager - Remedial Projects

A4641V



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EXHIBIT B

Block 52 Lots 19, 20, and 21, and a portion of Lot 18;

Block 70 Lots 8, 9, 10, 11 and portions of Lots 6, 7, and 12;

Block 71 Lots 9, 10, 11, 12, 13, 14 and 15, and portions of Lots 1, 2, 3, 4, 5, 6, 7, 8, and 16;

Block 72 Portions of Lots 13-17;

all in Parkwater Addition to the City of Spokane, Spokane County, Washington.



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Home
1. W Riley/Residual construction of LOTS
LOR 1, 2, 4, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

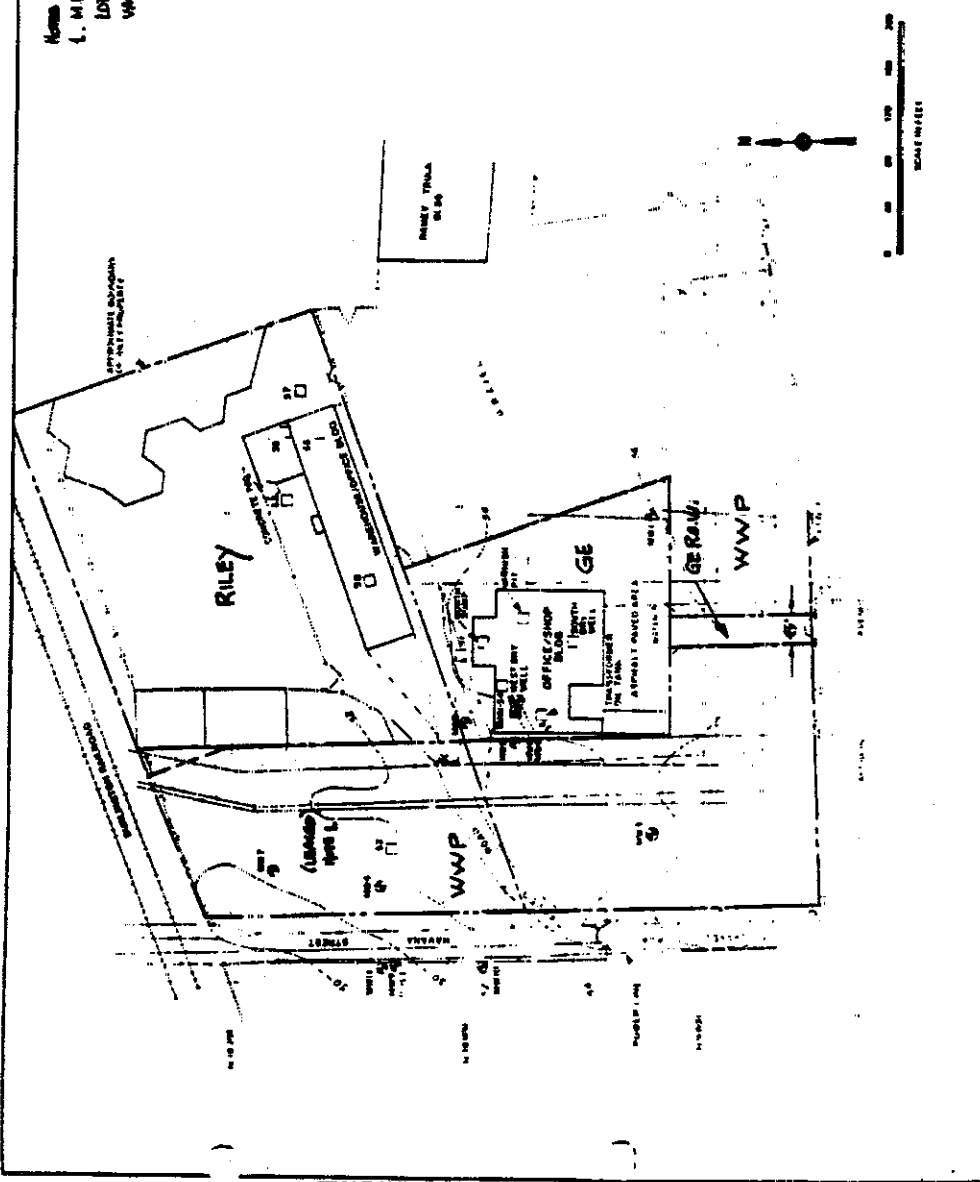


EXHIBIT "B"

DEORVEL VAN FRENCH
GENERAL ELECTRIC/SPokane
APPROXIMATE PROPERTY LINES
10000-00 THE "SITE"



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EXHIBIT C
WORK
GENERAL DESCRIPTION

1. COMMON FACILITIES

a. Site controls will be instituted on the properties of GE, WWP and Mr. Marvin Riley. Site control consists of delineation of three work zones, all of which will occur on the three properties involved. The first is the exclusion zone. This is the area where soil excavation and handling will take place. Only persons that have completed the 40-hour OSHA training per 40 CFR 1910.120 and are respirator-qualified are allowed in this area. The configuration of this zone can change as the work progresses.

b. The second zone is the contamination reduction zone. It serves as a buffer zone around the exclusion zone and is the area where decontamination of workers and equipment takes place when leaving the exclusion zone.

c. The third zone is the clean, or support, zone. In this case, it will be the balance of the site.

d. In the support zone, there will be temporary facilities such as office trailer(s), laboratory trailer, portable toilets, contractor storage area, and access roads. Given that prevailing winds are from the SW, the logical site location would be on the WWP property at the corner of Mission and Havana. Havana Street may be the best truck entrance to the site. The truck path would likely cross the WWP property, go into a loading area, and exit via the present front gate on Mission.

e. All three properties will be affected by the site control measures at various times. WWP property would be involved with temporary facilities that would not impact WWP operations. The site control measures will have an impact on the Riley property: Access to the north and east ends of the Riley warehouse will be blocked by site controls during the early excavation work and for some months thereafter. During the later work, access from the west (the current access) will be blocked for the duration of the work; and the southwest corner of his property will be closed off by the site controls. A temporary access will need to be provided at the east end of the Riley warehouse using the Hough Street entrance.



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2. SITE EXCAVATION

a. The limits of site excavation at this time are based on an interpolation of sampling data. The actual limits will be determined by sampling the sides and bottom of the excavation as the work progresses. If the sample indicates that the cleanup level has been reached, no further excavation will be done at that location. A field laboratory will be used to expedite the sample analyses. Confirmation sample analyses by an off-site laboratory will take about 30 days.

b. Prior to the start of excavation on the WWP property to the west there are two guy wires that should be relocated. Prior to such relocation, notice will be provided to WWP.

c. Relocation of Riley-owned materials on property Riley leases or occupies by permission from WWP will be required.

d. Preliminary discussions with WWP personnel indicate that excavation around pole structures would not be a concern. GE will provide prior notice and undertake to coordinate necessary pole excavation with WWP. GE will be prepared to place compacted soil around the base of any pole where excavation may get deeper than anticipated. Based on the excavation limits being shown in the contract drawing(s), the calculated in-place excavation volume is 1700 cubic yards.



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**SITE REMEDIATION ACTIVITIES
ON
WASHINGTON WATER POWER PROPERTY**

As part of the site remediation work to be performed by GE or on its behalf at its Spokane Apparatus Service Shop, the following activities are expected to take place on property owned by WWP:

1. Temporary relocation of one guy wire.
2. Excavation and removal of approximately 1,700 cubic yards of soils contaminated with PCBs and heavy metals. Shallow soils (0"-10") containing greater than 1 ppm of PCBs will be removed. Below 10", soils containing more than 10 ppm of PCBs will be removed. Soils to be replaced with clean backfill and restored to grade.
3. A sump, designated S2, and its related underground line will be removed. The sump excavation may remain open and enclosed by a temporary fence for several months.
4. A portion of the paved road crossing the property from Havana Street will be removed as part of the excavation work. This road will be replaced but not repaved upon completion of the remediation work.
5. Temporary Facilities will be placed on the property for the duration of the remediation activities. The facilities will include office and laboratory trailers; water, telephone, and electrical service; portable toilets; access and haul roads; worker parking; a decontamination area; and a staging area inside the exclusion zone.

**SITE REMEDIATION ACTIVITIES
ON
WASHINGTON WATER POWER PROPERTY
LEASED OR OCCUPIED UNDER PERMISSION BY OTHERS**

As part of the site remediation work to be performed by GE or on its behalf at its Spokane Apparatus Service Shop, the following activities are expected to take place on property owned by WWP but leased by others:

1. Prior to start of remediation work on the property and consistent with Riley's obligation to WWP and subject



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to GE overseeing the movement of any contaminated personal property, Riley will or GE may at its discretion remove all personal property from the WWP property.

- 2.. Temporary relocation of two guy wires.
- 3.. Excavation and off-site disposal of approximately 1,700 cubic yards of soils contaminated with PCBs and heavy metals. Soils to be replaced with clean fill and restored to grade.
- 4.. A sump, designated S2, and its related underground line will be removed. The sump excavation may remain open and enclosed by a temporary fence for several months.
- 5.. A portion of the paved road crossing the property from Havana Street will be removed as part of the excavation work. This road will be replaced but not repaved upon completion of the remedial work.
- 6.. Temporary Facilities will be placed on the property for the duration of the remediation activities. The facilities will include access and haul roads; a decontamination area; and a staging area inside the exclusion zone.



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EXHIBIT A

ADDENDUM TO AGREEMENT FOR SITE ACCESS

This agreement is made this 12 day of July, 1996 by and between The Washington Water Power Company ("WWP") and General Electric Company ("GE").

Recitals

- A) The parties hereto entered into an Agreement For Site Access dated June 1, 1990 including Amendments thereto dated August 3, 1990, March 24, 1994, December 29, 1995 and January 31, 1996 (herein the "Agreement") which Agreement as amended expired on March 31, 1996, provided that the term thereof could be extended by the parties by mutual agreement. The Agreement affects certain real property located in Spokane County, Washington owned by the parties hereto (herein the "Property") and more particularly described in the Agreement;
- B) The parties have continuously since the date of the Agreement operated with respect to the Property in all respects and in conformance with the terms of the Agreement as though the term of the Agreement had been extended;
- C) The parties intend that the Agreement shall continue in full force and effect and wish by this addendum to memorialize the extension retroactively of the term of the Agreement.

Now therefore, in consideration of the mutual promises and agreements of the parties as stated herein, in the Hold Harmless and Indemnification Agreement, and in WWP's agreement to record certain Restrictive Covenants regarding the Property entered into this same day, the receipt and sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

- 1) The term of the Agreement is hereby extended retroactively from March 31, 1996 through December 1, 1997 as though the Agreement had been extended by the parties on or before March 31, 1996.
- 2) The parties hereby ratify and confirm that all actions taken by the parties with respect to the Property were done or taken subject to and in conformance with the Agreement as if the same had been extended.



- 3) WWP's property is used as an electric transmission line corridor. GE acknowledges this use and shall take all precautions in using WWP's property. GE shall maintain and observe clearances from transmission lines in accordance with all applicable codes and laws and shall provide 48-hour advance notice to the Licensing and Environmental Affairs Department of WWP of its activities on WWP's property except in the event of an emergency situation in which case GE shall provide such notice as soon as is reasonably possible under the circumstances.

- 4) The "Work" referred to in the Agreement is amended to include all activities required by that certain Consent Decree #93206059-3 lodged on December 29, 1993, and any amendments thereto issued by Ecology with the consent of GE. All terms and conditions of the Agreement except as modified hereby remain the same.

- 5) The Agreement may be further extended by the parties from and after December 1, 1997 upon the mutual written consent and agreement of the parties.

THE WASHINGTON WATER POWER COMPANY

By Ed D. Anderson

Title _____

GENERAL ELECTRIC COMPANY

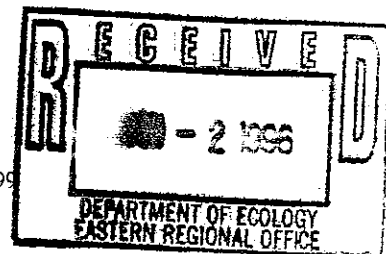
By Zw N. Sh

Title _____

CE SIT 6.13

PERKINS COIE

A LAW PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
1201 THIRD AVENUE, 40TH FLOOR SEATTLE WASHINGTON 98101-3099
TELEPHONE: (206) 583-8888 FACSIMILE: (206) 583-8500



ALISON WACHTERMAN
206-287-3545

December 28, 1995

Mr. Guy Gregory
Senior Hydrogeologist
Toxics Cleanup Program
Department of Ecology
4601 N. Monroe Street - Ste. 202
Spokane, Washington 99205-1295

**Re: Recording of Restrictive Covenants
General Electric Company
Property Address: 4323 E. Mission Avenue**

Dear Mr. Gregory:

Enclosed for your information is a copy of the above referenced document which was recorded with the Spokane County Auditor's Office on December 18, 1995 under No. 9512180122.

If you have any questions, please do not hesitate to contact me. Thank you.

Sincerely,

Alison Wachterman
Alison Wachterman

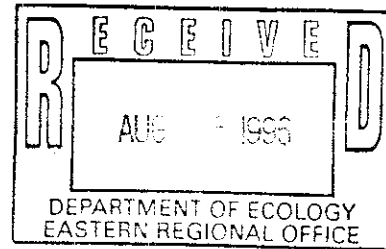
ATW:sk
Enclosure

[/SL953620 036]

PERKINS COIE

A LAW PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
1201 THIRD AVENUE, 40TH FLOOR SEATTLE WASHINGTON 98101-3099
TELEPHONE: 206 583-8888 FACSIMILE: 206 583-8500

August 13, 1996



Dr. Deborah A. Hankins
General Electric Company
Suite 2140
275 Embarcadero Center West
San Francisco, CA 94111

Guy J. Gregory
Department of Ecology
4601 N. Monroe
Suite 202
Spokane, WA 99205-1295

**Re: Lawton Converter
Spokane Site**

Dear Debbi and Guy:

Enclosed for your files is a copy of the Declaration of Restrictive Covenants for the Lawton Converter premises which has been filed and recorded with the Spokane County Auditor

Sincerely,

Kathleen M. Esty
Kathleen M. Esty
Legal Secretary

KME:kme
Enclosure

GE SIT 8.1



FILE COPY

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

4601 N. Monroe, Suite 202 • Spokane, Washington 99205-1295 • (509) 456-2926

November 4, 1996

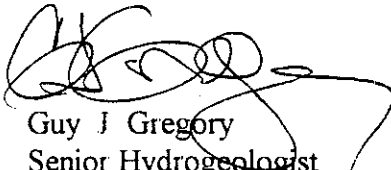
Mr. Leonard Shen
Counsel, Western U. S. and Pacific Rim
275 Battery Street Suite 2140
San Francisco, CA 94111

Dear Mr. Shen:

Enclosed is an original of the Consent Agreement for Site Access concerning Mr. Riley's property. The agreement was executed in our office on November 4, 1996. Our original will reside in the administrative record for the site at our office.

If you have any questions, please contact me at (509) 456-6387.

Sincerely,



Guy J. Gregory
Senior Hydrogeologist
Toxics Cleanup Program

GJG:mg

cc: (w/copies of attachment)
Jerri Thomas, AAG/Oly
Mark Schneider, Perkins Coie

CONSENT AGREEMENT FOR SITE ACCESS

This Consent Agreement is made this 4th day of November, 1996 between Marvin E. Riley ("Riley"), General Electric Company ("GE"), and the Washington State Department of Ecology ("Ecology").

RECITALS

A. GE has entered into Consent Decree No. 93206059-3 (the "Consent Decree") with Ecology, which requires certain remediation and further investigation at and adjacent to property GE owns at East 4323 Mission Avenue, Spokane, Washington.

B. Riley owns property adjacent to GE's property as shown in Exhibit A ("Riley Property"). GE will use various portions of its own property and properties adjacent to GE's property to perform its obligations under the Consent Decree. GE will use the services of one or more contractors (collectively, the "Contractor") for such purposes.

AGREEMENT

1. Access To Riley's Property. In consideration of GE's payment to Riley of the sum of twelve thousand (\$12,000)

dollars, the receipt of which is hereby acknowledged, and performance of the activities required by the Consent Decree, or any Court-approved amendments thereto (hereinafter the "Work"), Riley hereby gives his consent to the employees, agents, and contractors of Ecology, and the employees, agents, and contractors of GE to enter and have access to the Riley Property at the above address, at reasonable times for the Work, which shall include investigation, cleanup, and oversight of the cleanup of the release of hazardous substances at the Riley Property.

The access contemplated herein shall include, without limiting the foregoing, ingress and egress to the Riley Property to perform the Work. Except as expressly limited by such terms as ¶2 of this Consent Agreement, the access rights granted herein are intended to extend to all property Riley owns or leases adjacent to East 4323 Mission Avenue, Spokane, Washington.

2. Notice And Information To Riley. At least ten (10) days prior to the commencement of any Work on Riley's Property, GE shall notify Riley and Ecology of its intent to perform such

Work, the nature of the Work to be performed, the schedule for the performance of such Work, the persons who are to perform such Work, and the equipment to be used in the performance of such Work. After an initial written notice of such Work, GE may thereafter satisfy this notice requirement by written or telephone notice acknowledged by the Riley party described in paragraph 9.

3. Notice And Information To GE. Riley agrees to advise GE promptly and as soon as practicable of any circumstances on the Riley Property which would interfere with or delay the Work. GE agrees to promptly advise Ecology of any such notification.

4. Compliance With Applicable Laws. GE shall at all times exercise its rights herein and shall have the Work performed at the Riley Property in accordance with any and all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.

5. Contractor. Contractor is entitled to access under ¶1. The contractors currently entitled to access are Bechtel Environmental, Inc. and Golder Associates. GE shall notify

Riley of any further contractors who will be performing the Work on the Riley Property.

6. GE's Use Of The Property. GE shall exercise its rights under this Consent Agreement and shall assure that the Work is performed so as to minimize, to the extent reasonably practicable, interference with Riley's use of the property. GE agrees to restore the Riley Property used in the performance of the Work upon conclusion of the Work, in accordance with the Final Soil Treatment Design Construction and Operations Plan, and Addenda thereto.

7. Warranty Of Riley. Riley represents that he has authority to enter into this Consent Agreement on behalf of himself.

8. Term. This Consent Agreement shall remain in full force and effect until December 1, 1997, unless such term is further extended by the parties in order to complete the requirements of the Consent Decree.

9. Notice. Notices under this Consent Agreement shall be given as follows:

To Riley: Mr. Marvin Riley
 P.O. Box 11246
 Spokane, Washington 99211

To GE: Deborah A. Hankins, Ph.D., P.E.
Manager, Remedial Projects
General Electric Company
275 Battery Street, Suite 2140
San Francisco, California 94111

To Ecology: Guy Gregory
Washington Department of Ecology
Eastern Regional Office
N. 4601 Monroe, Suite 202
Spokane, Washington 99205-1295

Notices shall be deemed effective (a) if mailed, upon the third day following deposit thereof in the United States Mail, postage prepaid, or (b) if otherwise given, upon delivery thereof. Any party may change the address to which such notices may be given by giving notice as above provided.

10. Amendment. Riley, GE, and Ecology agree that in the event that additional work is required on the Riley Property or an extension of this Consent Agreement is required, and agreement is reached as to the nature and scope of that work or extension, this Consent Agreement may be amended by correspondence between Riley, GE, and Ecology.

11. Exhibits. All exhibits identified in this Consent Agreement are attached hereto and by this reference made a part of this Consent Agreement.

12. Entire Agreement. This Consent Agreement contains the entire understanding of Riley, GE, and Ecology and supersedes all prior agreements and understandings, verbal or written, relating to the subject matter of this Consent Agreement.

EXECUTED as of the date first written above.

ACCEPTED:

MARVIN E. RILEY

By: Marvin E. Riley

Title: S/R

Subscribed and sworn to before me this 4th day of November, 1996.

Michelle A. Kowitz
(Signature)

Michelle A. Kowitz
(Please print name legibly)

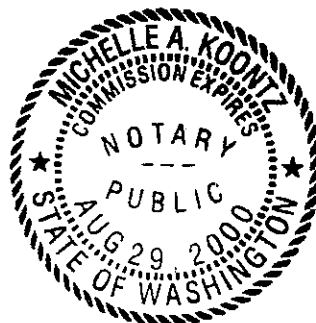
NOTARY PUBLIC

in and for the State of Washington, residing at

Spokane, WA

My commission expires:

8-29-2000



ACCEPTED:

GENERAL ELECTRIC CO.

By: Erin M. Branagan

Title: CONSR-WESTERN U.S. & PACIFIC Rm

Subscribed and sworn to before me this 1 day of NOVEMBER, 1996.

Erin M. Branagan
(Signature)

ERIN M. BRANAGAN
(Please print name legibly)

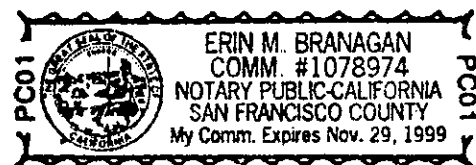
NOTARY PUBLIC

in and for the State of CALIFORNIA, residing at

SAN FRANCISCO

My commission expires:

11/29/99



ACCEPTED:

DEPARTMENT OF ECOLOGY

By: Garaf Hedsten

Title: SECTION MANAGER TCP/ERO

Subscribed and sworn to
before me this 4th day of
November, 1996.

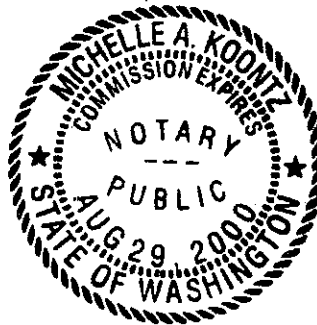
Michelle A. Koontz
(Signature)

Michelle A Koontz
(Please print name legibly)

NOTARY PUBLIC

in and for the State of
Washington, residing at

Spokane WA
My commission expires:
8-29-2000



WWP Steam Plant
FS # 726
Consent Decree 94-2-0578
8-4

LAW OFFICES OF
PAINE, HAMBLÉN, COFFIN, BROOKE & MILLER LLP

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GARR B. PETRIE+
JOHN T. POWERS, JR.
TIMOTHY W. QUIRK
JOHN C. RISEBOROUGH
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JANET D. ROBNETT ***
WILLIAM J. SCHROEDER
CURTIS L. SHOEMAKER
DANIEL W. SHORT
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www.painehamblen.com

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DALE A. DEFELICE
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PATRICK J. KIRBY**
GERALD KOBLUK
MICHAEL B. LOVE
THOMAS L. McKEIRNAN
MARY BETH McLEOD
SCOT D. NASS*

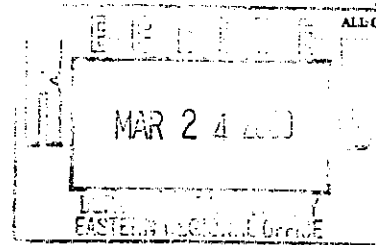
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BRENT G. SCHLOTTHAUER
TRAVIS L. SIDES
GEOFFREY D. SWINDLER
HOLLIE J. WESTLY
ANGELA H. WILKEY

OF COUNSEL

RICHARD E. HAYES**
GREGORY S. JOHNSON
ROBERT H. LEEDS, JR.
RICHARD D. McWILLIAMS
JOHN R. QUINLAN

March 23, 2000

+WASHINGTON & OREGON STATE BARS
++WASHINGTON & MONTANA STATE BARS
+++WASHINGTON & CALIFORNIA STATE BARS
*IDAHO STATE BAR
**IDAHO & WASHINGTON STATE BARS
***IDAHO & OREGON STATE BARS
ALL OTHERS WASHINGTON STATE BAR



Ms. Patti Carter
Washington State Department of Ecology
4601 N. Monroe, Suite 202
Spokane, WA 99205-1295

Dear Ms. Carter:

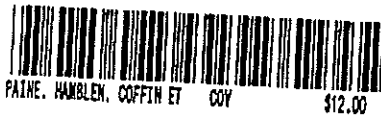
We represent Avista Development, Inc., a Washington corporation formerly known as Washington Irrigation and Development Corporation ("Avista Development"). Avista Development owns interests in and leases certain real property, legally described as set forth in Exhibit A ("Hotel Property"), that is subject to that certain Amended Easement, Lease, Access Agreement and Release ("Easement") recorded as Spokane County Auditor Document No. 4200193 on March 20, 1998 (attached hereto as Exhibit B), that certain Restrictive Covenant ("Restrictive Covenant") concerning the Washington Water Power Central Steam Plant Oil Spill recorded as Spokane County Auditor Document No. 4174187 on December 30, 1997 (attached hereto as Exhibit C) and that certain Amended Consent Decree ("Consent Decree") filed in the Spokane County Superior Court, Cause No. 94-2-05788-4.

Avista Development desires to contribute its interest in the Hotel Property to SPS Inn, LP, a to-be-formed Washington limited partnership (the "Limited Partnership"). Avista Development will be the sole limited partner in the Limited Partnership and will own approximately 98% of the equity of the Limited Partnership. The general partner of the Limited Partnership will be Wells-Stromberg Family LLC, a Washington limited liability company, the principals of which are Ron and Julie Wells, Gage Stromberg and Spencer Stromberg. These are the same principals involved previously in the redevelopment of the adjacent Steam Plant. Under the terms of the limited partnership agreement for the Limited Partnership, a Second Amended Easement, Lease, Access Agreement and Release ("Amended Easement") is required to clarify certain of the terms of Avista's contribution of the Hotel Property to the Limited Partnership. The form of Amended Easement is set forth in the attached Exhibit D.

EXHIBIT C

RESTRICTIVE COVENANT

Please see attached.



4174187
Page: 1 of 5
12/30/1997 03:27P
Spokane Co, WA

Filed for Record at Request of:

Jerry K. Boyd
Paine, Hamblen, Coffin, Brooke & Miller LLP
717 W. Sprague, #1200
Spokane, WA. 99204

Indexing Data

Document title: RESTRICTIVE COVENANT CONCERNING THE
WASHINGTON WATER POWER CENTRAL STEAM PLANT
OIL SPILL

Reference numbers of related documents: None

Grantor:

1. Washington Irrigation and Development Company, a Washington corporation,

Grantee:

1. The Washington Water Power Company, a Washington corporation

Legal Description:

1. Lots 1, 2, 3, and the South 77.5 feet of the West Half of Lot 4, Block 16, RAILROAD ADDITION
2. Additional legal description is on page 2 of document

Assessor's Property Tax Parcel Account Number(s):

35192.0901; 35192.0902; 35192.0903

For and in consideration of TEN DOLLARS (\$10.00) in hand received, and for other good and valuable consideration, Washington Irrigation and Development Company, a Washington

R.E. Excise Tax Exempt

Date: 12/30 1997

Spokane County Treasurer

By: J. K. Boyd



2. The owner or successor owner/s must ensure that all the requirements in the Final Cleanup Action Plan for containing the contaminants left on the property are met, including long term monitoring and maintenance.

3. Any activity that would threaten the viability of the containment as set forth in the Final Cleanup Action Plan is prohibited.

4. Groundwater withdrawn for any purposes, including domestic, agricultural, commercial, or industrial, is prohibited.

5. The owner of the property must give written notice to Ecology, or its successor agency, of the owner's intent to convey any interest in the property.

6. No conveyance of title, easement, lease, or other interest in the property shall be consummated by the property owner without adequate and complete provision for continued compliance with this Restrictive Covenant.

7. The owner must notify Ecology, or its successor agency, prior to any use of the property that is inconsistent with the terms of this Restrictive Covenant and must obtain Ecology's, or its successor agency's, approval prior to any use of the property that is inconsistent with the terms of this Restrictive Covenant.

8. The owner shall allow authorized representatives of Ecology, or its successor agency, the right to enter the property at a reasonable time for the purpose of evaluating the Cleanup Action, to take samples, to inspect remedial actions conducted at the property, and to inspect records that are related to the Cleanup Action.

9. The owner of the Site and the owner's assigns and successors in interest reserve the right under WAC 173-340-440(7) to record an instrument which 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 with the consent of Ecology, or its successor agency. Ecology, or its successor agency, may consent to the

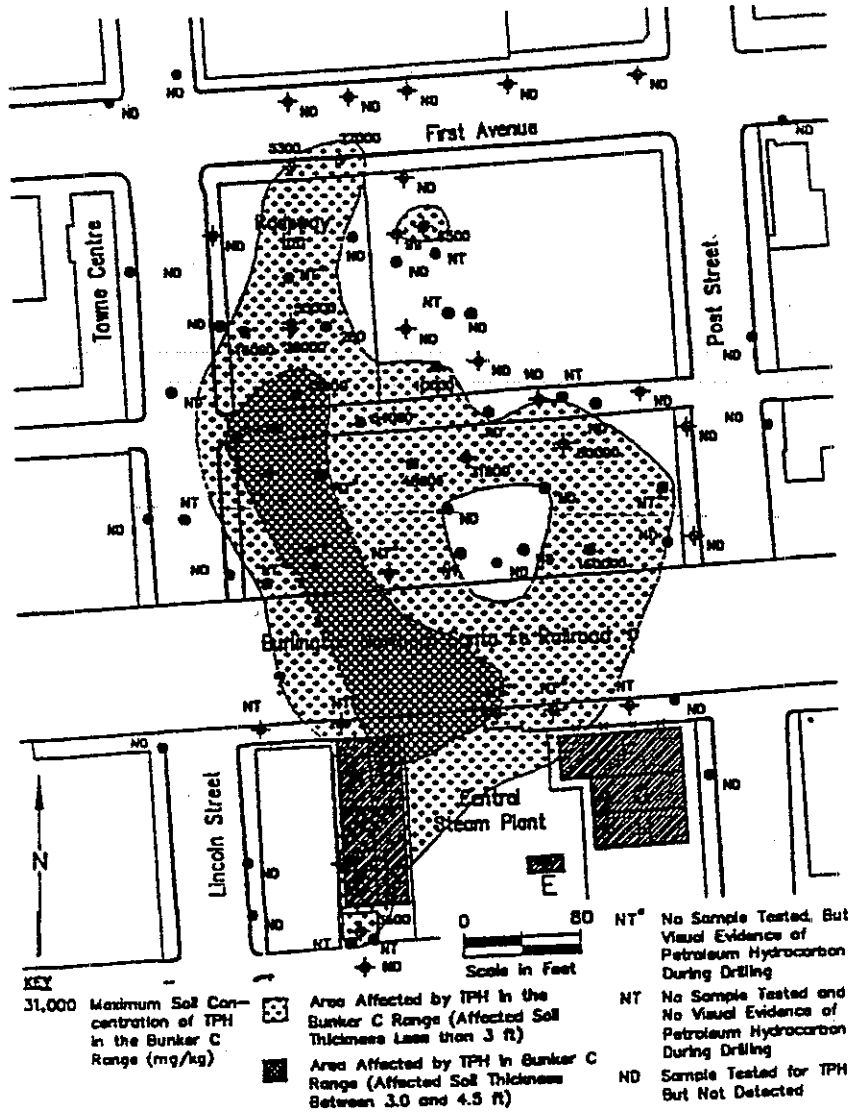


Exhibit A to the Restrictive Covenant