

RESTRICTIVE COVENANT

Notice is hereby given that the property which is the subject of this Restrictive Covenant and is legally described as:

Lots 1, 2 and 3, Block 9, Second Suburban Home Addition to Wenatchee, Chelan County, Washington, according to the plat thereof recorded in Volume 1 of Plats, Page 23,

AND

Lots 1, 2 and 3, Block 1, and Lots 3 and 4, Block 2, Smith Park of Wenatchee, Chelan County, Washington, according to the plat thereof recorded in Volume 1 of Plats, Pages 39 and 40

("Property"), was the subject of remedial action under Chapter 70 105D RCW. The work done in the remedial action ("Cleanup Action") is described in the report dated February, 1997 under the Independent Remedial Action Program and in the exhibits included in the report. The report is kept in the central files at the Washington State Department of Ecology, Central Regional Office.

This Restrictive Covenant is required by WAC 173-340-440 because some of the subsurface soil remaining on the Property contains concentrations of lead, arsenic and DDT based pesticides contamination which exceed Model Toxics Control Act method A cleanup levels established under WAC 173-340-740. Accordingly, certain engineering controls have been put in place on the Property to deal with such soil and are described in Exhibit A attached hereto.

The undersigned Eagle Hardware & Garden, Inc. is the fee owner ("Owner") of the Property and makes the following declaration as to limitations, restrictions, and uses to which the Property may be put. The Owner intends that these declarations will constitute covenants to run with the land, as provided by law, and will be binding on all parties and all persons claiming under them, including current and future owners who acquire any portion of or interest in the Property.

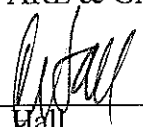
Potential purchasers and lessees of the Property are put on notice that:

1. The State of Washington Department of Ecology has authority under RC 70 105D.030 to enforce this Restrictive Covenant.
2. Any activity on the site that may result in the exposure of hazardous substances to human health and the environment is prohibited.
3. The Owner of the Property must give written notice to the Department of Ecology, to a successor agency, of the Owner's conveyance of any interest in the Property.
4. The Owner must require compliance with this Restrictive Covenant whenever interest in the Property is conveyed by title or an easement or lease is granted. The Owner of the Property must furnish a copy of the No-Further-Action Letter to any transferee of such real property interest.

5. The Owner of the Property must notify and obtain approval from the Department Ecology, or from a successor agency, prior to any use of the property that inconsistent with the terms of this Restrictive Covenant. The Department of Ecology or its successor agency may approve an amendment to the Restrictive Covenant following public notice and comment on the Owner's request.
6. The Owner must allow designated representatives of the Department of Ecology, successor agency, to enter the Property at reasonable times given reasonable notice for the purpose of evaluating compliance with the No-Further-Action Letter or reviewing the effectiveness of the Cleanup Action.
7. The Owner may request the Department of Ecology to remove the Restrictive Covenant or certain restrictions contained within the Restrictive Covenant whenever the residual hazardous substances remaining at the Property are reduced in concentration such that the method A cleanup levels, established under WAC 17 340-740 are met without a conditional point of compliance. The Department Ecology will remove the Restrictive Covenant or other restrictions if the department after public notice and opportunity for comment, agrees with the Owner's request.

Executed this 19th day of August, 1998.

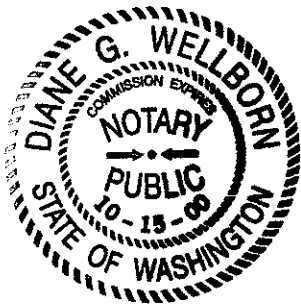
EAGLE HARDWARE & GARDEN, INC.

By: 
Charles L. Hall
Senior Vice President – Real Estate

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that Charles L. Hall is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Senior Vice President of Eagle Hardware & Garden, Inc., to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 19th day of August, 1998.



Diane G. Wellborn
Signature of Notary

Diane G. Wellborn
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of
Washington, residing at Renton
My appointment expires 10-15-00.

Soil contamination exists at the Eagle Hardware and Garden, Inc. property in Wenatchee, Washington. Constituents of concern in the soil are total lead, total arsenic and DDT derivatives above the Model Toxics Control Act "Method A" clean-up levels, WAC 173-340-740. Contamination resulted from the agronomic application of pesticides to a pear orchard. Contamination was generally limited to the top 24-36 inches and dispersed throughout the site by the agricultural activities prior to the construction of the Eagle store in 1996. The constituents of concern are not readily mobile within the soil column.

To assure protection to human health and the environment, protective capping of the contaminated soil with building slabs or paving was the chosen remedial action for the subject site. In areas where soil is to remain exposed due to landscape plantings, the native soils were excavated to a depth of at least 36 inches and used as backfill under impervious surfaces elsewhere on the site. Fruit trees, roots, grasses and other organic debris were burned at the subject site prior to development of the Eagle Store. The residues from the on-site burning were spread throughout the site, incorporating them into the native soils.

The southeast quadrant of the site had contamination at a slightly deeper level (to approximately 48 inches). Consequently, native soils in the southeast quadrant of the site were removed to a depth of 48 inches below original ground surface. Due to the regrading of the Eagle site, the interior planters between the east side of the Eagle store and the property line could not be excavated to a depth of four feet below original ground surface. In those areas, the planters were excavated to a depth of three feet below finish grade and layer of geotextile fabric was placed at the bottom of the excavation to indicate a separation between clean fill material and potentially contaminated native soils.

Clean soil was mined from on-site by stripping the native soil to a depth of at least 36 inches before mining soils for the planter areas. Soils were mined at convenient locations around the site, primarily on the north half and western perimeters. Contaminated soil excavated from the planter areas was utilized as fill material elsewhere on the site and placed under impermeable concrete and asphalt surfaces.

Stormwater infiltration has been limited to the clean soil in the planter areas which constitute about 6.5% of the property, or 0.65 acres. The majority of the stormwater is piped directly to the City of Wenatchee's stormwater conveyance system.

The attached Figure 1 shows the final site development for the Eagle Hardware and Garden store in Wenatchee.