RESTRICTIVE COVENANT VOL 1826 PAGE 1901

Affecting the Spokane Detroit Diesel - Allison Site
6615 E. Mallon
Spokane, Washington

9602160276

The property that is the subject of this Restrictive Covenant has been the subject of remedial action under Chapter 70.105D RCW and is legally described as follows:

> Lots 1 through 9 and 11 through 18, Block 4, EXCEPTING Highway from Lots 1 and 18 and including all that portion of vacated strip lying between Lot 1 to Lots 8 and 11 to 18 and including South half of vacated strip North of and adjacent to Lot 9; all lying in Pipers Subdivision of Block 13 of East Spokane, according to plat recorded in Volume "M" of Plats, page 7, in Spokane County, Washington.

The remedial actions undertaken to clean up the property (hereafter the "Cleanup Action") are described in Spokane Detroit Diesel - Allison Remedial Investigation and Cleanup Report dated June 9, 1995. These documents are on file at the State of Washington Department of Ecology ("Ecology") Eastern Regional Office. This Restrictive Covenant is required under the Department of Ecology's (Ecology) rule WAC 173-340-440 because the cleanup action on the Site resulted in residual concentrations of petroleum contaminated soil which exceed Ecology's method A cleanup levels for soil established under WAC 173-340-740(3)(ii)(A), (4)(b)(ii), and WAC 173-340-745(4)(a)(ii)(A) of the Model Toxics Control Act.

The undersigned, Donald B. Burpee, is the fee owner of real property in Spokane County, State of Washington, hereafter referred to as the "Site." The Property owner makes the following declaration as to limitations, restrictions, and uses to which the site 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 Site.

Section 1. Portions of the property designated as Area A, Area B, Area C and Area D respectively, in Exhibit A contain petroleum contaminated soil located beneath the north and west wall of the steam/dyno room, beneath a portion of the equipment washpad and beneath a portion of the western side of the main building foundation. Remediation or removal of the contaminated soil must be addressed before the owner or a successor owner alters, modifies or removes the existing structures or buildings. Any plans for alteration, modification or removal shall be submitted to Ecology for approval.

Section 2. The owner or successor owner of the Site must give written notice to Ecology, or to a successor agency, of the owner's or successor owner's intent to convey any interest in the Site, and shall, prior to conveyance of title, easement, lease or other interest

in the Site, provide to the new owner or lessee of any interest in the Site a copy of the Spokane Detroit Diesel - Allison Remedial Investigation and Cleanup Report. Copies of this Restrictive Covenant shall be furnished to any transferee of such real property.

Section 3. The owner or successor owner must notify and obtain approval from Ecology, or from a successor agency, prior to any use of the Site that is inconsistent with the terms of this restrictive covenant. Ecology or its successor agency may approve such a use only after public notice and comment.

Section 4. The owner or a successor owner shall grant Ecology, or a successor agency, and its designated representatives the right to enter the site at reasonable times for the purpose of carrying out its duties under Chapter 70.105D RCW, including the right to take samples, inspect any remedial actions taken at the site, and inspect records.

Section 5. The owner of the Site and any successor owners reserve the right under WAC 173-340-440 to record an instrument which provides that this Restrictive Covenant shall no longer limit use of the Site or be of any further force or effect. However, such an instrument may be recorded only with the consent of Ecology, or of a successor agency. Ecology, or a successor agency may consent to the recording of such an instrument only after appropriate public notice and comment if a restrictive covenant is no longer required by law at this site.

DATED: February 13, 1996.

Douglas B. Burpee
DOUGLAS B. BURPEE

State of Washington)
: ss.
County of Spokane)

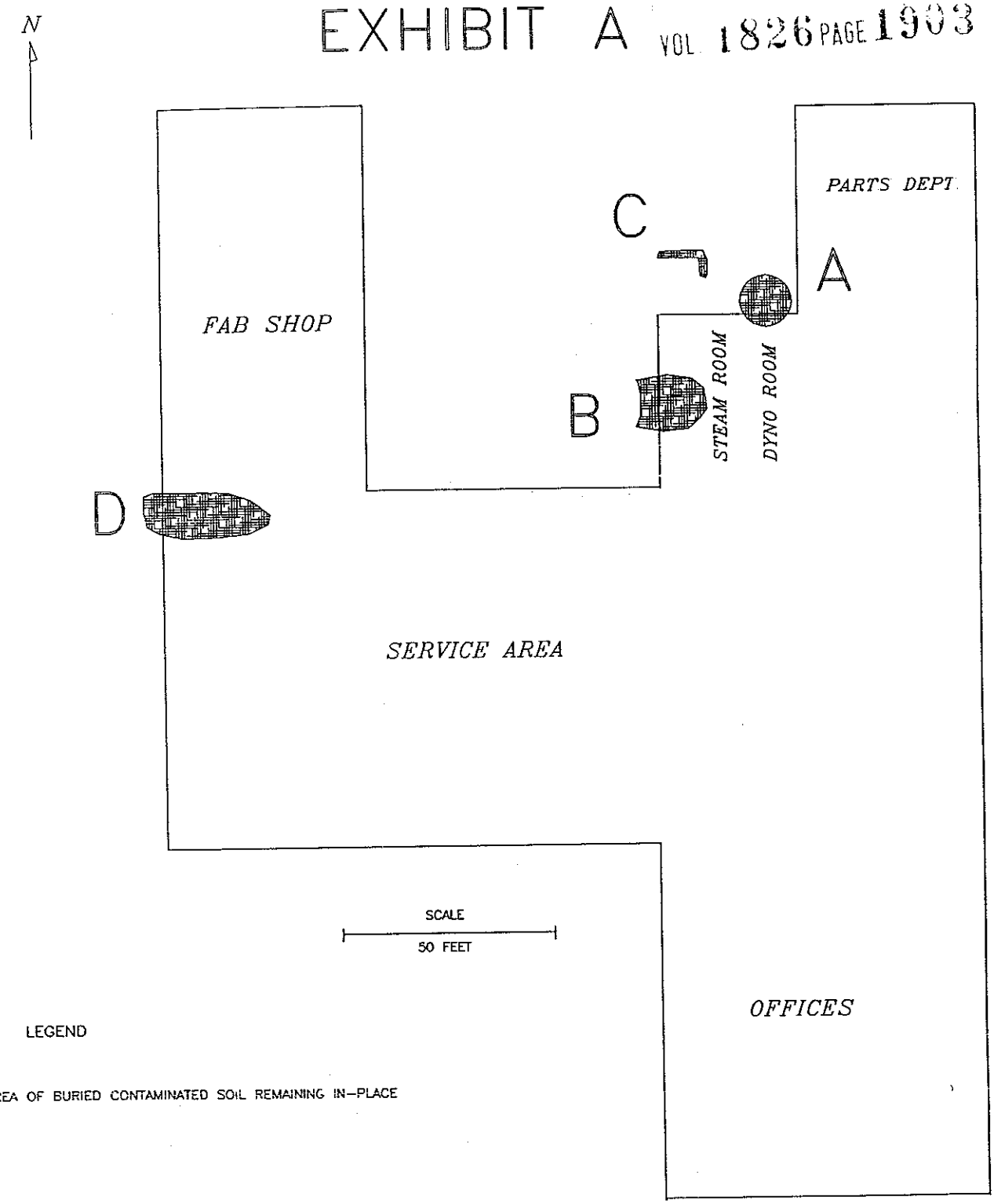
I CERTIFY that I know or have satisfactory evidence that DOUGLAS B. BURPEE is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 13th day of February, 1996.



Sara M Thrall
NOTARY PUBLIC in and for the State of Washington, residing at Spokane
My Commission Expires March 1, 1998

EXHIBIT A VOL 1826 PAGE 1903



PROJECT: *Spokane Detroit Diesel-Allison*	
TITLE: *Post-Remedial Contaminated Soil Remaining In-Place*	
BISON ENVIRONMENTAL RESOURCES	DATE: *06/01/95*
	DRAWN BY: *RDE*
	FILE NO: *SDDFICX.DWG*