

OLD INLAND PIT
SIC # JIA89 FS10632
Sandra Treccani, Site Mgr.



ROTHROCK CO

AMEND \$33.00

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Spokane Co, WA

James F. Etter
Two Jim's, LLC
5503 E. Broadway
Spokane, WA 99212

AMENDED DECLARATION OF RESTRICTIVE COVENANTS
RUNNING WITH THE LAND

Original Recording No. 4319320

This Amended Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030 and WAC 173-340-440 by Two Jim's, LLC, Grantors, (hereinafter referred to as "Owner"). This Amended Declaration of Restrictive Covenants Running with the Land is required by the Washington State Department of Ecology, Grantee ("Ecology"), and supersedes all prior restrictive covenants.

As the Owner in fee simple of that certain real property situated in the County of Spokane, and State of Washington, Parcel No 45024 9010, bounded as described as follows:

THE SOUTH 120 FEET OF THE NORTH 140 FEET OF THE WEST 190 FEET OF THE EAST 400 FEET OF THE EAST HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARETER OF SECTION 2, TOWNSHIP 25 NORTH, RANGE 44 EAST, W.M.; Auditor's File No. 5331451, recorded January 17, 2006.

SITUATED IN THE CITY OF THE SPOKANE VALLEY, COUNTY OF SPOKANE, STATE OF WASHINGTON.

(Hereinafter referred to as the "Property")

The Owner hereby declares and establishes the following amended restrictive covenants on the Property. These covenants are to run with the land and shall be binding upon the Owner and all persons who may later become the Owner or Owners of the Property or any part thereof and all parties claiming under them in perpetuity.

The amended restrictive covenants hereby declared and established are as follows:

1. The Owner of the Property must give written notice to Ecology, or to a successor agency, of the Owner's intent to convey any interest in the Property at least thirty (30) days prior to such conveyance;



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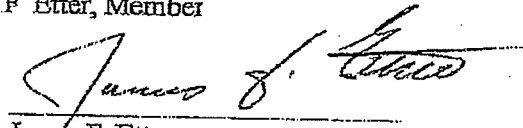
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Spokane Co, WA

2. In the event that the Owner, any person or persons who may later own the Property or any interest therein or any person claiming by, through or under them proposes to use the Property in a manner which is inconsistent in any way with these restrictive covenants, such person must give prior written notice to Ecology of its proposal and may use the Property as proposed only after such proposal is approved in writing by Ecology.
3. No drilling for groundwater may occur on any portion of the hereinbefore-described property.
4. No excavation of any kind including drilling or digging deeper than 15 feet below ground surface may occur on any portion of the property described above without prior written approval of Ecology.
5. Ecology and its designated representatives, shall have the right to enter the premises at reasonable times for the purpose of inspecting records and evaluating compliance with these restrictive covenants. Any activity on the property that may be in violation of these restrictive covenants is prohibited.

IN WITNESS WHEREOF, Owner has caused this instrument to be signed and sealed on its behalf by its officers here under duly authorized this 26 day of JANUARY, 2006.

Two Jim's, LLC
James F Etter, Member

By


James F. Etter