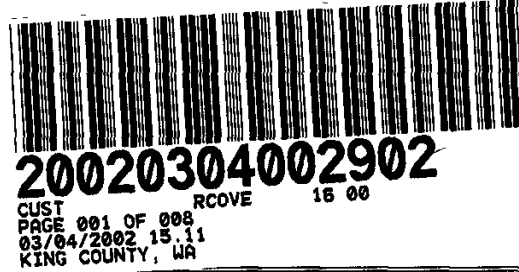


When Recorded, Return to

HILLIS CLARK MARTIN & PETERSON, P.S.  
Attention: Howard F. Jensen  
500 Galland Building  
1221 Second Avenue  
Seattle, WA 98101-2925



**RESTRICTIVE COVENANT**

Reference Number(s) of Documents Assigned or Released: n/a

**Grantor(s):**

1 WASHINGTON HOTEL, L.L.C.

**Grantee(s):**

1 STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

**Legal Description** (abbreviated form, i.e., lot, block, plat or section, township, range):

PORTION OF LOTS 10-12, BLOCK 9, ASSESSOR'S PLAT OF UNIVERSITY HEIGHTS

Additional legal on EXHIBIT A of document

Assessor's Property Tax Parcel/Account Numbers: 881740-0055

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#206718 16369-073 4/3601' doc 2/28/02

Washington Hotel, L.L.C.  
4507 Brooklyn Avenue NE  
Seattle, Washington 98105

RESTRICTIVE COVENANT

This Declaration of Restrictive Covenant is made pursuant to RCW 70 105D 030(1)(f) and (g), and WAC 173-340-440 by Washington Hotel, L.L.C., its successors and assigns, and the Washington State Department of Ecology, its successors and assigns.

Abbreviated Legal Description: Portion of Lots 10-12, Block 9, Assessor's Plat of University Heights.

Legal Description of Property: See Exhibit A

Tax Parcel I.D. #: 881740-0055

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RESTRICTIVE COVENANT

Washington Hotel, L.L.C./Edmond Meany Hotel

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D 030(1)(f) and (g) and WAC 173-340-440 by Washington Hotel, L.L.C., its successors and assigns (hereafter "Washington Hotel"), and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology").

RECITALS

A. Washington Hotel is the fee owner of real property located at 4507 Brooklyn Avenue NE, Seattle, in the County of King, State of Washington (hereafter "Property"), that is subject of this Restrictive Covenant. The legal description of the Property is attached hereto as Exhibit A, which is hereby incorporated by reference. The University Tower Hotel, formerly the Edmond Meany Hotel (hereafter "Hotel"), is currently located on the Property.

B. A series of independent remedial actions (hereafter "Remedial Actions") were conducted at the Property between July 1996 and June 2000. During the course of conducting the Remedial Actions, representatives of Starwood Hotels and Resorts Worldwide, Inc., the former owner of the Property, determined that it was technically infeasible, impracticable, and cost-prohibitive to excavate, remove, or treat three discrete and relatively small areas of soil underneath the Property ("Restricted Zones") containing petroleum hydrocarbons in concentrations which exceed the Model Toxics Control Act Method A Residential Cleanup Level for soil established under WAC 173-340-740. All three Restricted Zones are located between the south wall of the Hotel and NE 45th Street, in the vicinity of a former heating oil

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tank. The locations of the Restricted Zones are shown on Exhibit B, which is hereby incorporated by reference. The Remedial Actions conducted at the Property are described in the following documents:

1. UST Closure and Site Assessment Report  
 Starwood Lodging Corporation  
 Meany Tower Hotel  
 4507 Brooklyn Avenue NE  
 Seattle, Washington  
 Dames & Moore, dated March 31, 1997
2. UST Removal and Voluntary Cleanup Action  
 Edmond Meany Hotel  
 4507 Brooklyn Avenue NE  
 Seattle, Washington  
 URS Dames & Moore, dated August 29, 2000

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

C. This Restrictive Covenant is required because the Remedial Actions resulted in residual concentrations of petroleum hydrocarbon which exceed the Model Toxics Control Act Method A Residential Cleanup Level for soil established under WAC 173-340-740.

TERMS AND CONDITIONS

Washington Hotel 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. No groundwater may be taken for any use from the Property without prior written approval from Ecology. The Owner shall not alter, modify, or remove the existing Hotel in any manner that may result in the release or exposure to the environment of the contaminated soil within the Restricted Zones or create a new exposure pathway without prior written approval from Ecology. The contaminated soil that is not accessible due to the existing Hotel will be

addressed if the existing Hotel is removed in the future Any activity on the Property that may result in the release or exposure to the environment of the contaminated soil within the Restricted Zones, or create a new exposure pathway, is prohibited. Some examples of activities that are prohibited in the Restricted Zones include drilling, digging, placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capability, piercing the surface with a rod, spike or similar item, bulldozing, or earthwork.

Section 2. Any activity on the Property that may interfere with the integrity of the Remedial Actions and continued protection of human health and the environment is prohibited without prior written approval from Ecology.

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 Actions, or creates a new exposure pathway, is prohibited without prior written approval from Ecology.

Section 4. The Owner of the Property must give thirty (30) days advance written notice to Ecology of the Owner's intent to convey any interest in the Property No 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 Actions.

Section 5. The Owner must restrict leases to uses and activities consistent with this 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 Actions; to take samples, to inspect remedial actions conducted at the Property, and to inspect records that are related to the Remedial Actions.

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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.

Craig Schafer

February 19, 2002

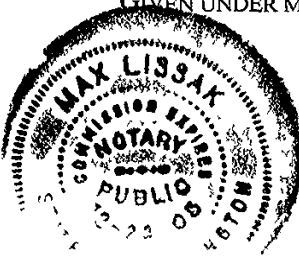
[DATE SIGNED]

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STATE OF WASHINGTON }  
COUNTY OF KING } ss

On this day personally appeared before me Craig Schafer, to me known to be the Member of Washington Hotel, L.L.C., the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 19 day of February, 2002.



Printed Name Max Lissak  
NOTARY PUBLIC in and for the State of Washington,  
residing at King County  
My Commission Expires 12/05

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

LOTS 11 AND 12 IN BLOCK 9, AND THAT PORTION OF LOT 10 LYING WITHIN THE SOUTH 125 FEET OF SAID BLOCK 9, ALL IN THE ASSESSOR'S PLAT OF UNIVERSITY HEIGHTS, ACCORDING TO PLAT RECORDED IN VOLUME 16 OF PLATS AT PAGE(S) 70, RECORDS OF KING COUNTY, WASHINGTON;

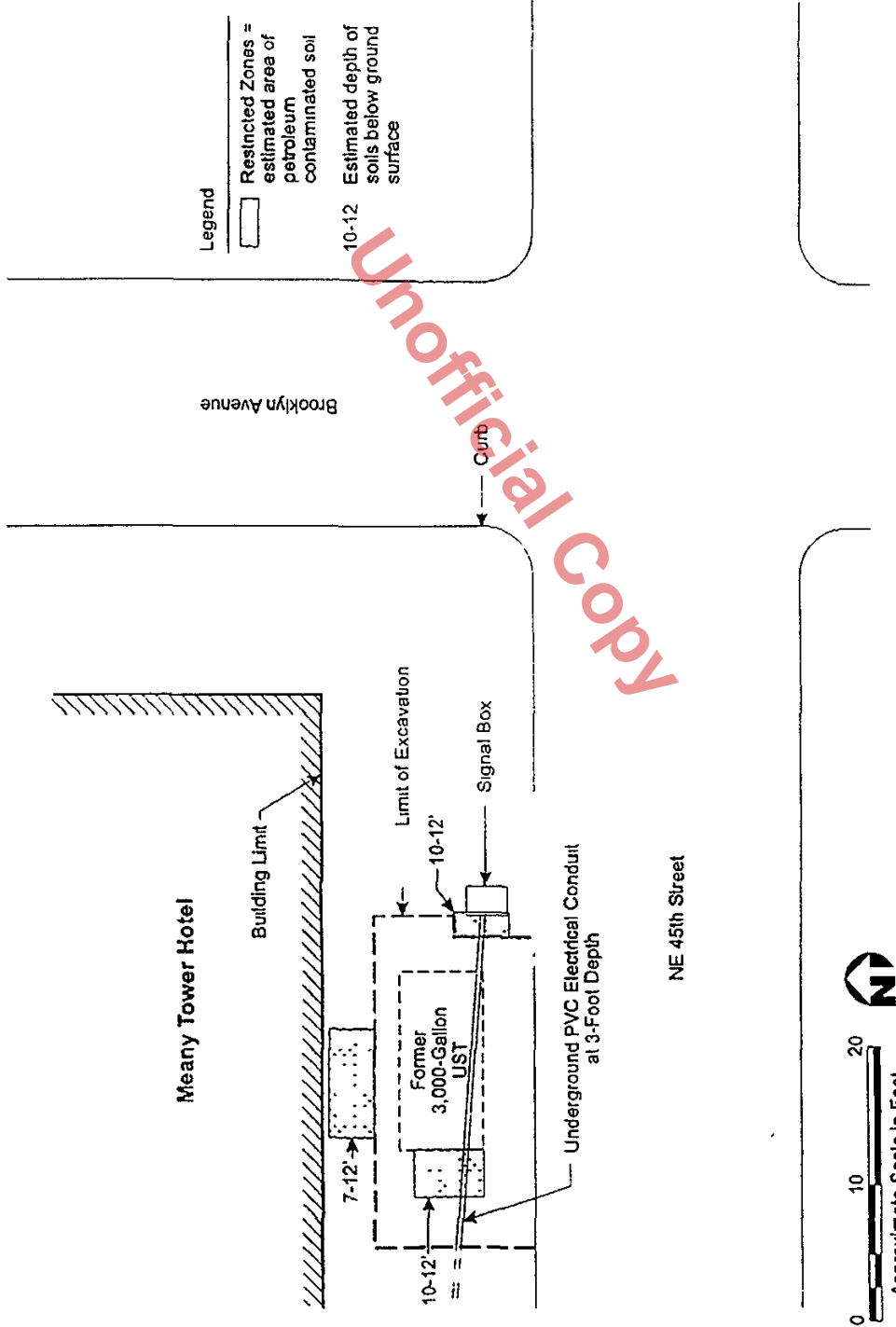
TOGETHER WITH THAT PORTION OF SECTION 8, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, BEING AN UNPLATTED TRACT OF LAND WHICH ADJOINS SAID PREMISES ON THE WEST, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTH 125 FEET OF BLOCK 9; THENCE WESTERLY ALONG THE WESTERLY PRODUCTION OF THE NORTH LINE OF SAID SOUTH 125 FEET TO THE EAST LINE OF THE ALLEY DEDICATED IN SHELTON'S ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 2, IN KING COUNTY, WASHINGTON; THENCE IN A SOUTHERLY DIRECTION ALONG THE EAST LINE OF SAID ALLEY TO A POINT ON THE WESTERLY PRODUCTION OF THE SOUTH LINE OF LOT 12 OF SAID BLOCK 9; THENCE EAST ALONG SAID PRODUCED LINE TO THE SOUTHWEST CORNER OF LOT 12 OF SAID BLOCK 9; THENCE NORTH ALONG THE WEST LINE OF SAID BLOCK 9 TO THE POINT OF BEGINNING.

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### EXHIBIT B LOCATION OF RESTRICTED ZONES

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