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05/17/2006 01:28P
Spokane Co, WA

RETURN ADDRESS
Costco Wholesale Corporation
999 Lake Drive
Issaquah, WA 98027

Please Type or Print Neatly & Clearly All Information

Document Title(s)

Restrictive Covenant

Reference Number(s) of Related Documents

Grantor(s) (Last Name, First & Middle Initial)

Costco Wholesale

Grantee(s) (Last Name, First & Middle Initial)

The Public

Legal Description (Abbreviated form is acceptable) i.e. Section/Township/Range/1/4 Section

That portion of SE $\frac{1}{4}$, Section 14, T25N, R43E., W. M., Spokane Cty, WA.
Commencing at SE corner of Section 14 together with Lots 22 and ²³
Block 1, Williams and Lutes Addition (Volume 5 of Plats, pg. 13, Spokan.

Assessor's Tax Parcel ID Number: 35144.9098

The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the Accuracy or completeness of the indexing information provided herein.

Sign below only if your document is Non-Standard.

I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some parts of the text of the original document. Fee for non-standard processing is \$50.

Signature of Requesting Party



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**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Costco Wholesale Corporation
999 Lake Drive
Issaquah, WA 98027
Attn: Peter Kahn

RESTRICTIVE COVENANT

**COSTCO WHOLESALE STORE AND GASOLINE RETAIL FACILITY
5601 EAST SPRAGUE AVENUE, SPOKANE, WASHINGTON**

This Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Costco Wholesale Corporation, its successors and assigns (collectively, "Costco").

Costco is the fee owner of the real property (the "Property") in the County of Spokane, State of Washington, which is subject to this Restrictive Covenant. The legal description of the Property is as follows:

"That portion of the SE ¼ Section 14, T.25N., R.43E., W.M., Spokane County, Washington, described as follows: Commencing at the southeast corner of said Section 14; thence N.00°00'08"W., along the east line of said Section 14, 794.09 feet; thence S.89°28'34"W., 1418.50 feet, to the true point of beginning of this description; thence continuing S.89°28'34", 899.82 feet; thence S.00°00'36"E., 500.00 feet; thence S.89°28'35"W., 321.00, feet to the centerline of said Section 14; thence S.00°00'36"E, along said centerline, 100.00 feet to the northwest corner of the Plat of Williams and Lute's Addition according to plat recorded in Volume 5 of Plats, page 13, Spokane County, Washington; thence N.89°28'35"E., along the north line of said Plat 1477.24 feet; thence N.00°31'26"W, 44.08 feet; thence N.89°28'34"E. 9.30 feet; thence N.00°31'26"W., 413.92 feet; thence S.89°28'34"W., 260.34 feet; thence N.00°31'26"W., 141.98 feet, to the point of beginning.

Together with Lots 22 and 23, Block 1, Williams and Lute's Addition, according to plat recorded in Volume 5 of Plats, page 13, in Spokane County, Washington."

An independent remedial action (the "Remedial Action") occurred at the Property. The Remedial Action is described in the following document: Report, Independent Remedial Action, Costco Wholesale Store and Gasoline Retail Facility, East Sprague Facility, Spokane County,

Washington, prepared by GeoEngineers, Inc. on March 1, 2001 (the "Report"). The Report is on file at the State of Washington Department of Ecology's ("Ecology") Eastern Regional Office.

This Restrictive Covenant is required by Ecology to be recorded against the Property because the Remedial Action resulted in residual concentrations of lead, cadmium, zinc, mercury, total petroleum hydrocarbons and carcinogenic polynuclear aromatic hydrocarbons which exceed the Model Toxics Control Act Method A and Method B Residential Cleanup Levels for soil established under WAC 173-340-740.

Costco 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 (collectively, "Owner"):

Section 1. Any activity on that portion of the Property that includes the two (2) encapsulation areas depicted in the Report and on Exhibit A attached hereto that might result in the release or exposure to the environment of the contaminated soil that was contained as part of the Remedial Action, or create a new exposure pathway, is prohibited. Examples of activities that are prohibited in the two (2) encapsulation areas include, without limitation, drilling, digging, placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capacity, piercing the surface with a rod, spike or similar item, and/or bulldozing or earthwork.

Section 2. Any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited.

Section 3. Any activity on the Property that might result in the release or exposure to the environment of a hazardous substance that remains on the Property as part of the Remedial Action, or creates a new exposure pathway, is prohibited without prior written approval from Ecology.

Section 4. Owner must give thirty (30) days advance written notice to Ecology of Owner's intent to convey any interest in the Property. Owner shall not consummate any conveyance of title, easement, lease, or other interest in the Property without adequate and complete provision for continued monitoring, operation, and maintenance of the Remedial Action.

Section 5. Owner must restrict leases to uses and activities consistent with the Restrictive Covenant and notify all lessees of the restrictions on the use of the Property.

Section 6. 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.



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Section 7. Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Remedial Action, to take samples, to inspect remedial actions conducted at the Property, and to inspect records that are related to the Remedial Action.

Section 8. Owner 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.

DATED as of this 3 of May, 2006.

COSTCO WHOLESALE CORPORATION

By: [Signature]

Its: VP General Counsel

STATE OF WASHINGTON)
)
COUNTY OF KING) ss.

On May 3, 2006, before me, a Notary Public in and for said State, personally appeared Richard J. Olin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person acted, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Stephanie R. Gardner
Notary Public in and for the state of Washington