

TCD / II Keston Wood Products
Spokane

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AUDITOR'S FILE NO. 7503892.
By Cathy Bloch
First American Title Company of Spokane

AFTER RECORDING MAIL TO:

Name Village Square Realty
Address 2901 North Argonne HS
City/State Spokane, Wa. 99214
Attn: Don Huddleston

Document Title(s): (or transactions contained therein)

- 1. Restrictive Covenant.
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:

Additional numbers on page _____ of document

Grantor(s): (Last name first, then first name and initials)

- 1. City of Spokane
- 2. Spokane County
- 3. Spokane International Airport
- 4.
- 5. Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)

- 1.
- 2.
- 3.
- 4.
- 5. Additional names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)


L01 Blk 34
Lts 1-5 Blk 41 Parkwater

Complete legal description is on page 102 of document

Assessor's Property Tax Parcel / Account Number(s):

35114.0101, 35114.0301

(4)

 **First American Title Insurance Company**
M-34156-CB
(this space for title company use only)

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

RESTRICTIVE COVENANT

The City of Spokane and The County of Spokane, The Spokane International Airports. The property herein described and located at Felts Field Spokane, Washington.

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030 (l) (f) and (g) and WAC 173-340-440 by The City of Spokane and The County of Spokane, The Spokane International Airports., its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology". An independent remedial action (hereafter "Remedial Action") occurred at the property that is the subject of this Restrictive Covenant. The Remedial Action conducted at the property is described in the following document [s]:

1. Soil Sampling as Suspect Location within Martin Wood Products Site, 2105 North Airport Street, Spokane, Washington: Fulcrum Environmental Consulting, Inc., May 24, 2000
2. Independent Remedial Action Report, Martin Wood Products Site, 2105 North Airport Street, Spokane, Washington: Fulcrum Environmental Consulting, Inc., January 5, 2000
3. Phase I Environmental Site Assessment and Phase II Limited Soil Investigation Report, Martin Wood Products Property, 2105 North Airport Street, Spokane, Washington: EMCON, October 29, 1997.

These documents are on file at Ecology's Eastern Regional Office (ERO).

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of petroleum hydrocarbons which exceed the Model Toxics Control Act Method A Residential Cleanup Levels for soil Established under WAC 173-340-740.

The undersigned, The City of Spokane and The County of Spokane, The Spokane International Airports., is the fee owner of real property (hereafter "Property") in the County of Spokane, State of Washington, that is subject to this Restrictive Covenant. The Property is legally described **Spokane County Tax Parcel #'s 35114.0101 and 35114.0301; Lot 1 Block 34 and Lots 1-5 inclusive Block 41 Parkwater. Also that portion of Crest Avenue (now Hutton Avenue) now vacated lying between Lot 1 in said Block 34 on the North and Lots 1-4 inclusive in Block 34 on the south and the southerly 25 feet of that part of said vacated**

street abutting Lot 5 in Block 41, City of Spokane, State of Washington. This covenant applies to Lots 2, 3 & 4 of Block of Block 41 Parkwater.

The City of Spokane and The County of Spokane, The Spokane International Airports. 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. Any activity on the Property that may 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. Some examples of activities that are prohibited in the capped areas 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, or any activities that may cause migration of the hazardous substances.

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 may 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 create a new exposure pathway, is prohibited without prior written approval from Ecology.

Section 4. The Owner of the property must give thirty (30) day 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 Action.

Section 5. The 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.

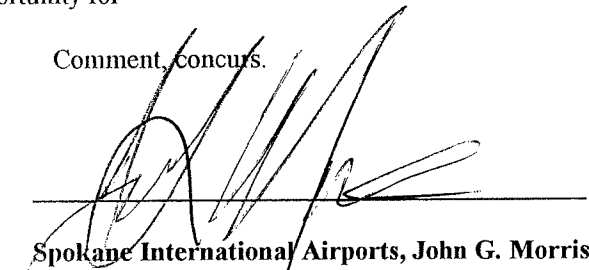
Section 6. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Restrictive Covenant. Ecology may approve any inconsistent use only after

public notice and comment.

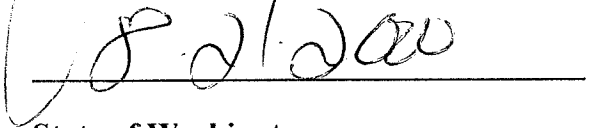
Section 7. The Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Remedial Action; to take samples, to inspect remedial actions conducted at the property, and to inspect records that are related to the Remedial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

Section 8. 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.



Spokane International Airports, John G. Morrison; CEO/Executive Director

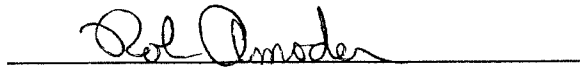


State of Washington

County of Spokane

On this day personally appeared before me John G. MORRISON To me known to be the individual _____ Described in and who executed the within and foregoing instrument, and acknowledged that He signed the same as His free and voluntary act and deed, for the uses and purposes therein mentioned.

Given Under My Hand and Official Seal this 2 Day of August, 2000.



Notary Public in and for the State of Washington

residing at Spokane

