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11/05/2001 03:36P
Spokane Co, WA

GAA PARTNERSHIP
1221 S. OLD CREEK ROAD
POST FALLS, IDAHO 83854
(Return Address)

(Document Title)

RESTRICTIVE COVENANT
RE: COLUMBIA CHROME
4501 E. TRENT

Reference numbers of related documents: _____
Etc. Additional reference numbers on page _____ of document.

Grantor(s):

1. GAA PARTNERSHIP
2. _____
3. _____
4. _____

Etc. Additional names on page _____ of document.

Grantee(s):

1. PUBLIC
2. _____
3. _____
4. _____

Etc. Additional names on page _____ of document.

Legal Description: PARKWATER,

1. THAT PORTION OF BLOCKS 69 AND 72 DAF: LOTS 7, AND 8, ETAL
2. _____

Abbreviated form: PARCEL # 35113.1316
E. 4501 TRENT

Etc. Additional legal description(s) on page _____ of document.

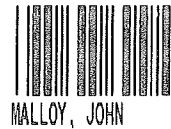
Assessors Property Tax Parcel Account Number(s):

35113.1316

Etc. Additional Account Number(s) on page _____ of document.

_____ Property Tax Parcel ID # is not yet assigned.

** The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document or verify the accuracy or completeness of the indexing information.



MALLOY, JOHN



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RESTRICTIVE COVENANT

Property Owner: G.A.A. Partnership

Name of Property: Formerly Columbia Chrome
4501 E. Trent

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by G.A.A. Partnership, 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]: "Site Cleanup Sampling and Data Analysis Report," Prepared in December, 2000 by HOY Environmental, Inc. This document is on file at Ecology's Eastern Regional Office (ERO).

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of lead and chromium which exceed the Model Toxics Control Act Method A OR B Residential Cleanup Levels for soil established under WAC 173-340-740.

The undersigned, G.A.A. Partnership, is the fee owner of real property (hereafter "Property") in the County of Spokane, State of Washington, that is subject to this Restrictive Covenant.

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The affected Property is legally described as follows:

PARKWATER, That portion of blocks 69 and 72 DAF: Lots 7, and 8, block 72. S.18' of lots 17 and 18, block 69, and Vacated Commerce St. between lots 7, 8, block 72, and lots 17, 18, block 69, County of Spokane, state of Washington, and being that Northwest portion of parcel number 35113.1316.

G.A.A. Partnership 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.

Section 2. Any activity on the Property that may interfere with

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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

MALLOY, JOHN

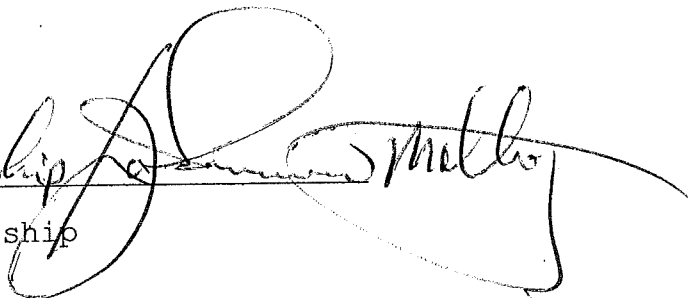
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the purpose of evaluating the Remedial Action; to take samples, to inspect remedial actions conducted at the property, and to inspect records that are related to the Remedial Action.

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.

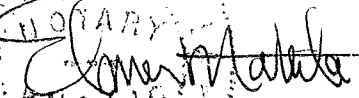
G.A.A. Partnership 
G.A.A. Partnership

Nov 1, 2001

[DATE SIGNED]

[NOTE: The Property Owner must have this Restrictive Covenant notarized.]



 Notary
My commission expires 06-16-2004

