

6.4 Environmental Covenant

Ralph H. Palumbo
Summit Law Group PLLC
1505 Westlake Avenue North, Suite 300
Seattle, WA 98109

Restrictive Covenant (for Aspenwood Building "N")

Recording No. of any assigned, released or referenced documents: None

Grantors names: Spieker Properties, L.P.

Grantees names: None

Abbreviated legal description: Lot 6 of Bellefield Office Park (Exhibit A)

Assessor's tax parcel number: 066287-0060-02 (address: 1800 114th Avenue S E., Bellevue, WA)

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RESTRICTIVE COVENANT

Spieker Properties, L.P., a California Limited Partnership ("Spieker") is the owner of the real property in the County of King, State of Washington (legal description attached hereto as Exhibit A), hereinafter referred to as the "Property". The Property contains petroleum hydrocarbons in subsurface soil locations BA-MW-1 and in other near surface soil locations sampled as part of installing building foundations and buried utilities. The concentrations of petroleum hydrocarbons at these locations exceed the Method A cleanup levels set forth in the Washington Model Toxics Control Act Cleanup Regulation. The concentrations are summarized in the Independent Remedial Action Report, dated October 1998 and prepared by Dalton, Olmsted & Fuglevand, as Table 1. A copy of the Table is attached as Exhibit B.

Declarations

Spieker hereby subjects the Property to the following terms, conditions and restrictions ("Restrictive Covenants"):

1. Except as provided in Sections 2 and 3 below, any contaminated soils at the Property may remain in place until such time as Spieker, or its successors, grantees or assigns, redevelops or makes substantial new improvements to the Property which cause excavation of soils containing hazardous substances at concentrations above the then applicable State of Washington cleanup levels, at which time any such soils that have been excavated shall be remediated. For purposes of this Section, demolition of existing buildings, and demolition and/or resurfacing of paved areas of the Property will not be considered a substantial improvement that requires excavation and remediation of subsurface contaminated soils.
2. If any utility or other work is required to be performed at the Property (such as underground cable, wire, conduit, manholes, handholes, plate utility poles) by the City of Bellevue or other public entity or private utility company in areas that contain concentrations of hazardous substances above the then applicable State of Washington cleanup standards, Spieker, or its grantees, successors or assigns, shall remediate any contaminated soils at the Property that will be excavated by such work as necessary for the protection of the health or safety of the persons performing the work, or the protection of human health or the environment.
3. If at any time Spieker, or its grantees, successors or assigns, learns of contamination at the Property which presents an imminent risk to human health or the environment, Spieker, or its grantees, successors, or assigns, shall take immediate action to remediate such contamination.
4. Any activity on the Property that may interfere with the ongoing monitoring of groundwater wells is prohibited. In addition, no groundwater may be taken for potable water purposes at the Property.
5. Spieker, or its grantees, successors or assigns, must give written notice to the Department of Ecology, or to a successor agency, of such persons intent to convey any interest in the Property. No conveyance of title, easement, lease or other interest in the Property shall be

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consummated for a period of three years from the date of this document without adequate and complete provision for the continued operations, maintenance and monitoring of the groundwater wells.

6. Spieker, or its grantees, successors or assigns, must notify the Department of Ecology, or its successor agency, prior to any use of the Property that is inconsistent with the terms of this Restrictive Covenant. Public notice and comment may be sought by the Department of Ecology or its successor agency with regard to the proposed change.

7. Spieker, or its grantees, successors or assigns, shall allow authorized representative of the Department of Ecology, or from a successor agency, the right to enter the Property at reasonable times for the purpose of evaluating compliance with the monitoring of groundwater wells, overseeing any remediation that is required pursuant to Sections 1, 2 and 3 above, to take samples and to inspect records.

8. Spieker, and its grantees, successors and assigns, reserve the right under WAC 173-340-440 (1997 ed.) to record an instrument which provides that this Restrictive Covenant shall no longer limit use of the Property or be of any further force or effect. However, such instrument may be recorded only with consent of the Department of Ecology or of a successor agency. Public notice and comment may be sought by the Department of Ecology or of a successor agency prior to the recording of such an instrument.

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9. Any action required by this Restrictive Covenant to be performed by Spieker, or its grantees, successors and assigns, shall be the duty of person who is the legal owner of the Property at the time the action is required and a prior owner of the Property shall have no duty to perform such action.

DATED this 24th day of ~~February~~ March, 1999.

SPIEKER PROPERTIES, L.P.,
a California Limited Partnership

By: Spieker Properties, Inc., a Maryland Corporation
Its: General Partner

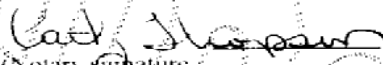
By: 
Richard Lejder
Vice President

STATE OF WASHINGTON)
COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that Donald S. Jefferson is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Restrictive Covenant of Spieker Properties, L.P., to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

Given under my hand and official seal this 24th day of ~~February~~ March, 1999.




(Notary signature)

Cathy Thompson
(Print name of Notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Everett
My appointment expires 10/9/99

LEGAL DESCRIPTION OF THE PROPERTY

(Aspenwood Building "N")

LOT 6 OF BELLEFIELD OFFICE PARK, AS PER PLAT RECORDED IN VOLUME 119 OF PLATS, PAGES 81 THROUGH 90, RECORDS OF KING COUNTY; TOGETHER WITH THOSE CERTAIN BASEMENTS FOR SEWER LINES, WATER LINES, LIGHT STANDARDS, TELEPHONE LINE AND TELEPHONE CONDUIT CONTAINED IN INSTRUMENTS RECORDED UNDER RECORDING NOS. 8208190269, 8208190270, 8211120393, 8211120394, 8211120395 AND 8310200183.

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EXHIBIT A

TABLE 1 - Summary of Soil Quality Data - Building N Site

Building N Site
Bellefield Office Park

Results of Soil Samples From Soil Borings (Nov. 1996)

Sample No.	Depth (feet)	Petroleum Hydrocarbons (mg/kg)		PCBs (mg/kg)	Material Description
		Diesel Range	Heavy-Oil Range		
BA-S1	2.5	<10	51.5	<0.05	Very silty sand w/ gravel & brick
BA-S1	12.5	142	721	<0.05	Wood fragments w/ some silty sand and brick frags.
BA-S1	22.5	289	451	<0.05	Wood fragments w/ some silty sand and brick frags; shewn on wood
BA-MW1	7.5	19.4	115	<0.05	Silty Wood w/ silty sand and sandy silt
BA-MW1	17.5	228	1240	<0.05	Wood fragments in silty sand matrix

Results of Soil Stockpile Analyses From Footing Excavations (March 1997)

Sample No.	Depth (feet)	Petroleum Hydrocarbons (mg/kg)			Material Description
		Diesel Range	Heavy-Oil Range	Total	
N-1	stockpile	18.3	102	121	Silty Sand w/ gravel, wood debris, grass
N-2	stockpile	18.1	129	148	Silty Sand w/ gravel, cobbles, wood debris
N-3	stockpile	20.1	189	189	Silty Sand w/ gravel, wood and metal debris
N-4	stockpile	29.8	272	312	Silty Sand w/ gravel, wood debris, metal, brick frags.
N-5	stockpile	<10	31.1	41.1	Silty Sand w/ gravel, wood & metal debris, brick/ceramics
N-6	stockpile	134	1180	1314	Similar to N6
N-7	stockpile	73.4	586	639	Silty Sand w/ gravel, wood & metal debris

Results of Soil Samples From Utility Trench Excavations (May 1997)

Sample No.	Depth (feet)	Petroleum Hydrocarbons (mg/kg)			Material Description
		Diesel Range	Heavy-Oil Range	Total	
S-1	0-3.8	<10	42.5	42.5	Gray-brown, silty, fine to coarse Sand w/ gravel
S-2	0-2.5	34.3	223	257.3	Gray-brown, silty, fine to coarse Sand w/ wood chips, bark, roots
S-3	0-2	26.7	203	229.7	Gray-brown, silty, fine to coarse Sand w/ wood chips, bark, roots
S-4	0-1.5	45.4	784	829.4	Brown, silty, gravelly fine to coarse Sand w/ wood debris
S-5	0-1.8	17.5	233	250.5	Dr. brown-orange, silty, fine to coarse Sand
S-6	0-2.6	88.3	817	873.3	Dr. brown-orange, silty, fine to coarse Sand w/ wood & gravel
W-1	0-3	57.8	334	391.8	Brown, silty, fine to coarse Sand w/ cobbles, gravel, wood debris
W-2	0-4	16.8	131	147.8	Mixed silt, sand, gravel & cobbles w/ wood & brick debris
W-3	0-4.5	88.7	467	523.7	Mixed silt, sand, gravel & cobbles w/ wood & brick debris
W-4	0-4	18.9	144	160.9	Gray, silty, fine to coarse Sand w/ gravel & wood/brick debris
W-5	0-3	28.9	226	254.9	Dr. brown, wood debris w/ intermixed sand
W-6	0-3	23.8	185	178.8	Dr. brown, wood debris w/ intermixed sand
W-7	0-3	141	1200	1341	Wood debris w/ brick debris & sand
P-1	0-4	<10	74.9	74.9	Brown, silty, fine to coarse Sand w/ brick & wood debris
P-2	0-3	13.1	86.7	98.8	Gray/brown, silty, gravelly, fine to coarse Sand w/ wood debris
P-3	0-2	10.4	74.1	84.5	Gray/brown, silty, gravelly, fine to coarse Sand w/ wood debris
G-1	1-1.5	19	187	218	Brown, silty, fine to coarse Sand
G-2	0.5-1	12.1	77.3	89.4	Gray/brown, gravelly, fine to coarse Sand
G-3	0-0.8	<10	<25	<25	Gray/brown, silty, gravelly, fine to coarse Sand
G-4	0-0.5	29.5	178	205.5	Brown, silty, fine to coarse Sand w/ wood fragments
G-5	0-0.5	48.8	338	384.8	Brown, silty, fine to coarse Sand w/ wood fragments
G-6	0-0.5	34	178	210	Brown, silty, fine to coarse Sand w/ wood fragments

Notes: * Diesel-range hydrocarbons (C12-C24)
* Heavy-oil range hydrocarbons (C24-C40)
* Results in the diesel organics range are primarily due to overlap from a heavy oil range product

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Ralph H. Palumbo
Summit Law Group PLLC
1505 Westlake Avenue North, Suite 300
Seattle, WA 98109

Restrictive Covenant (for Magnolia Building "O")

Recording No. of any assigned, released or referenced documents: None

Grantors names: Spieker Properties, L.P.

Grantees names: None

Abbreviated legal description: Lot 7 and Tract A, Bellefield Office Park (Exhibit A)

Assessor's tax parcel number: 066287-0070-00 (1756 114th Avenue S.E., Bellevue, WA)

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990406-2101 11:52:00 AM KING COUNTY RECORDS 00% \$M 13.00

RESTRICTIVE COVENANT

Spieker Properties, L.P., a California Limited Partnership ("Spieker") is the owner of the real property in the County of King, State of Washington (legal description attached hereto as Exhibit A), hereinafter referred to as the "Property". The Property contains petroleum hydrocarbons, polycyclic aromatic hydrocarbons (PAHs) and polychlorinated biphenyls (PCBs) in subsurface soil locations B-K1 and MW-K1. The concentrations of petroleum hydrocarbons at these locations exceed the Method A cleanup levels set forth in the Washington Model Toxics Control Act Cleanup Regulation (MTCAR). Concentrations of PAHs and PCBs are above the Method A cleanup levels for residential sites but are below the Method A cleanup levels for industrial sites as set forth in the MTCAR. The soil concentrations are summarized in the Independent Remedial Action Report, dated October 1998 and prepared by Dalton, Olmsted & Fuglevand, as Table 3. A copy of the Table is attached as Exhibit B.

Declarations

Spieker hereby subjects the Property to the following terms, conditions and restrictions ("Restrictive Covenants"):

1. Except as provided in Sections 2 and 3 below, any contaminated soils at the Property may remain in place until such time as Spieker, or its successors, grantees or assigns, redevelops or makes substantial new improvements to the Property which cause excavation of soils containing hazardous substances at concentrations above the then applicable State of Washington cleanup levels, at which time any such soils that have been excavated shall be remediated. For purposes of this Section, demolition of existing buildings, and demolition and or resurfacing of paved areas of the Property will not be considered a substantial improvement that requires excavation and remediation of subsurface contaminated soils.
2. If any utility or other work is required to be performed at the Property (such as underground cable, wire, conduit, manholes, handholes, plate utility poles) by the City of Bellevue or other public entity or private utility company in areas that contain concentrations of hazardous substances above the then applicable State of Washington cleanup standards, Spieker, or its grantees, successors or assigns, shall remediate any contaminated soils at the Property that will be excavated by such work as necessary for the protection of the health or safety of the persons performing the work, or the protection of human health or the environment.
3. If at any time Spieker, or its grantees, successors or assigns, learns of contamination at the Property which presents an imminent risk to human health or the environment, Spieker, or its grantees, successors, or assigns, shall take immediate action to remediate such contamination.
4. Any activity on the Property that may interfere with the ongoing monitoring of groundwater wells is prohibited. In addition, no groundwater may be taken for potable water purposes at the Property.

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5. Spieker, or its grantees, successors or assigns, must give written notice to the Department of Ecology, or to a successor agency, of such persons intent to convey any interest in the Property. No conveyance of title, easement, lease or other interest in the Property shall be consummated for a period of three years from the date of this document without adequate and complete provision for the continued operations, maintenance and monitoring of the groundwater wells.

6. Spieker, or its grantees, successors or assigns, must notify the Department of Ecology, or its successor agency, prior to any use of the Property that is inconsistent with the terms of this Restrictive Covenant. Public notice and comment may be sought by the Department of Ecology or its successor agency with regard to the proposed change.

7. Spieker, or its grantees, successors or assigns, shall allow authorized representative of the Department of Ecology, or from a successor agency, the right to enter the Property at reasonable times for the purpose of evaluating compliance with the monitoring of groundwater wells, overseeing any remediation that is required pursuant to Sections 1, 2 and 3 above, to take samples and to inspect records.

8. Spieker, and its grantees, successors and assigns, reserve the right under WAC 173-340-440 (1997 ed.) to record an instrument which provides that this Restrictive Covenant shall no longer limit use of the Property or be of any further force or effect. However, such instrument may be recorded only with consent of the Department of Ecology or of a successor agency. Public notice and comment may be sought by the Department of Ecology or of a successor agency prior to the recording of such an instrument.

9. Any action required by this Restrictive Covenant to be performed by Spieker, or its grantees, successors and assigns, shall be the duty of person who is the legal owner of the Property at the time the action is required, and a prior owner of the Property shall have no duty to perform such action.

DATED this 21 day of March, 1999

SPIEKER PROPERTIES, L.P.,
a California Limited Partnership

By: Spieker Properties, Inc., a Maryland Corporation
Its: General Partner

By: 
Richard Lejder
Vice President

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Donald S. Jefferson is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Restrictive Covenant of Spieker Properties, L.P., to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

Given under my hand and official seal this 21 day of March, 1999




(Notary Signature)

Cathy Thompson
(Print name of Notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Geeth
My appointment expires: 12/9/99

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LEGAL DESCRIPTION OF THE PROPERTY

(Magnolia Building "O")

LOT 7 AND TRACT A, BELLEFIELD OFFICE PARK, ACCORDING TO THE PLAT
THEREOF, RECORDED IN VOLUME 119 OF PLATS, PAGES 81 THROUGH 90,
INCLUSIVE, IN KING COUNTY, WASHINGTON, AND CORRECTED BY
AFFIDAVIT RECORDED UNDER RECORDING NUMBER 8109230492.

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EXHIBIT A

Table 3 - Summary of Soil Quality Data - Building O Site
(Former Kall Center Bellefield)

Kall Bellefield
Bellevue, Washington

Analyte	Sampling No.	B-K1	B-K1	MW-K1	MW-K1	Concentration Range Reported Elsewhere in Bellefield Office Pl. (DOF 1998)
	Sample No.	2-4-85	15	3	15	
	Depth (ft)	2-4.5	15-18.5	2-4.5	13-14.5	
	Material	Wood	Wood	Sand	Wood	
Total Petroleum Hydrocarbons	Method					<10 - 1400
TPH as Diesel (mg/kg)	WTPH-DX(1)	273(2)	230(2)	204(2)	214(2)	52 - 5900
TPH as Oil (mg/kg)	WTPH-OX(1)	2,000	7,300	2,500	1,500	
PCBs (mg/kg)	EPA 8061					
Aroclor 1242	EPA 8061	0.73	0.51	<0.05	<0.05	--
Aroclor 1254	EPA 8061	0.51	<0.05	0.30	<0.05	--
Aroclor 1260	EPA 8061	<0.05	0.50	<0.05	<0.05	--
Sum of PCBs	EPA 8061	1.54	0.80	0.35	<0.05	<0.80 - 0.75
Polynuclear Aromatic Hydrocarbons (mg/kg)						
Acenaphthene	EPA 8270 mod	0.40	1.0	<0.05	0.33	--
Acenaphthylene	EPA 8270 mod	0.17	<0.05	0.003	<0.03	--
Anthracene	EPA 8270 mod	1.0	1.7	0.10	0.51	--
Benzo(a)anthracene*	EPA 8270 mod	2.0	1.0	0.45	0.97	--
Benzo(b)fluoranthene*	EPA 8270 mod	2.1	1.3	0.04	0.47	--
Benzo(k)fluoranthene*	EPA 8270 mod	2.7	1.5	0.00	0.07	--
Benzo(a)pyrene*	EPA 8270 mod	1.0	0.87	0.40	0.60	--
Benzo(e)pyrene*	EPA 8270 mod	0.77	0.34	0.16	0.30	--
Benzo(g,h,i)perylene*	EPA 8270 mod	1.0	1.7	0.03	0.00	--
Chrysene*	EPA 8270 mod	0.42	0.17	0.13	0.020	--
Dibenz(a,h)anthracene*	EPA 8270 mod	0.0	4.5	1.1	2.3	--
Fluoranthene	EPA 8270 mod	0.33	1.4	0.003	0.30	--
Fluorene	EPA 8270 mod	2.1	0.00	0.44	0.000	--
Indeno(1,2,3-cd)pyrene*	EPA 8270 mod	0.20	4.5	<0.05	0.37	--
Naphthalene	EPA 8270 mod	3.0	7.6	1.0	2.0	--
Phenanthrene	EPA 8270 mod	4.6	4.4	1.0	2.3	--
Pyrene	EPA 8270 mod	11.9	7.3	3.0	3.3	--
Sum of carcinogenic PAHs	EPA 8270 mod					

* = Not detected at indicated reporting limit

(1) WTPH-DX with silica gel cleanup

(2) Results in the diesel organics range are primarily due to overlap from a heavy oil range product.

* = carcinogenic PAHs

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