

Return to: Mindy Smart
Heller Ehrman
701-5th Ave. #6100
Seattle, WA 98104

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 SS-1 through SS-9 and B-1 through B-3. 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 June 1995 and prepared by Dalton, Olmsted and Fuglevand, at Table 6. A copy of the Report is attached hereto 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 173-340-720 and WAC 173-340-440 (1991 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.

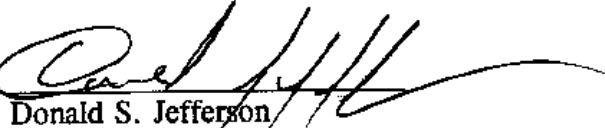
9. Any action required by this Restrictive Covenant to be performed by Spieker, or its grantees, successors and assigns, shall be the duty of person who is the legal owner of the Property at the time the action is required, and a prior owner of the Property shall have no duty to perform such action.

DATED this 24 day of September, 1996.

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

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

By:


Donald S. Jefferson
Senior Vice President

LEGAL DESCRIPTION OF THE PROPERTY
(Paragraph 4 of Schedule A construction)

LOTS 1, 2, 3 and 4;

TOGETHER WITH TRACTS A, B, C, D, E, F, G, H, I AND J, ALL IN
BELLEFIELD OFFICE PARK, ACCORDING TO THE BINDING SITE PLAN
RECORDED IN VOLUME 138 OF PLATS, PAGES 25 THROUGH 29, INCLUSIVE,
IN KING COUNTY, WASHINGTON.

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TABLE 6 - Results of Soil Analyses

Sample Number	Depth (Feet)	WTPH-DX (mg/kg)		Percent Heavy Oil	PCBs (mg/kg)	Volatiles 8021
		Diesel	Heavy Oil			
SS-1/WP-12	<5	40	300	88.2	---	---
SS-2/WP14	<5	46	290	86.3	---	---
SS-3/WP-6	<5	60	340	85.0	---	---
SS-4/WP-10	<5	130	490	79.0	---	---
SS-5/WP-15	<5	730	240	24.7	---	---
SS-6	<5	95	710	88.2	---	---
SS-7	<5	110	920	89.3	---	---
SS-8	<5	78	390	83.3	---	---
SS-9	<5	97	590	85.9	---	---
B1/S3	7.5	1400	9900	87.6	0.34	nd
B1/S6	15	120	1500	92.6	<0.05	---
B1/S7	17.5	210	2700	92.8	<0.05	---
B2/S1	2.5	190	1800	90.5	<0.05	---
B2/S4	10	130	1600	92.5	<0.05	nd
B2/S8	20	530	2300	81.3	0.31	---
B3/S1	2.5	45	440	90.7	0.11	---
B3/S3	7.5	1200	5200	81.3	0.66	nd
B3/S7	17.5	1000	5000	83.3	0.75	---

Cleanup Levels(1)						
MTCA Method A	---	200	200		1	---
MTCA Method B	---	---	---		0.13	---

(1) - Model Toxics Control Act Cleanup Levels and Risk Calculation (CLARC II) Update

August 31, 1994

--- - not analyzed

nd - not detected

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EXHIBIT B