

ARE-Western Newbrook, LLC
135 N. Los Robles Avenue, Suite 250
Pasadena, California 91101

447- Jane Ledwy

RESTRICTIVE COVENANT

This declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f and g), and WAC 173-340-440 Name of Property Owner, its successors and assigns, and the Washington State Department of Ecology, its successors and assigns

Legal Description See Attached

Tax Parcel ID # 069500-0100-09

Grantor: ARE-Western Newbrook, LLC

Legal Description:

PARCELS B:

LOTS 3 AND 4 IN BLOCK E OF WILLIAM N. BELL'S 4TH ADDITION TO THE CITY OF SEATTLE;

TOGETHER WITH THE NORTHWESTERLY 2 INCHES OF LOT 2 IN BLOCK E OF WILLIAM N. BELL'S 4TH ADDITION TO THE CITY OF SEATTLE, AS LAID OUT BY WILLIAM N. BELL, AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 167, RECORDS OF KING COUNTY;

ALSO DESCRIBED AS FOLLOWS:

THAT PORTION OF LOTS 2, 3 AND 4 IN BLOCK E OF PLAT OF THE 4TH ADDITION TO THE CITY OF SEATTLE, AS LAID OFF BY WILLIAM N. BELL (COMMONLY KNOWN AS WILLIAM N. BELL'S 4TH ADDITION TO THE CITY OF SEATTLE), AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 167, RECORDS OF KING COUNTY.

SEE ATTACHED PAGE FOR ADDITIONAL DETAILS.



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KING COUNTY, WA

3018 Western Avenue
Seattle, WA
Owner's Extended Policy

Policy No. 867004

PARCEL B:

LOTS 3 AND 4 IN BLOCK E OF WILLIAM N. BELL'S 4TH ADDITION TO THE CITY OF SEATTLE;

TOGETHER WITH THE NORTHWESTERLY 2 INCHES OF LOT 2 IN BLOCK E OF WILLIAM N. BELL'S 4TH ADDITION TO THE CITY OF SEATTLE, AS LAID OUT BY WILLIAM N. BELL, AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 167, RECORDS OF KING COUNTY;

ALSO DESCRIBED AS FOLLOWS:

THAT PORTION OF LOTS 2, 3 AND 4 IN BLOCK E OF PLAT OF THE 4TH ADDITION TO THE CITY OF SEATTLE, AS LAID OFF BY WILLIAM N. BELL (COMMONLY KNOWN AS WILLIAM N. BELL'S 4TH ADDITION TO THE CITY OF SEATTLE), AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 167, RECORDS OF KING COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MONUMENT AT THE INTERSECTION OF EAGLE STREET AND WESTERN AVENUE;
THENCE NORTH 47°46'02" WEST ALONG THE MONUMENTED CENTER LINE OF WESTERN AVENUE 33.00 FEET;
THENCE NORTH 42°13'49" EAST PARALLEL WITH THE MONUMENTED CENTERLINE OF EAGLE STREET 33.00 FEET TO THE SOUTHERNMOST CORNER OF LOT 1 IN BLOCK E, PLAT OF THE 4TH ADDITION TO THE CITY OF SEATTLE, AS LAID OFF BY WILLIAM N. BELL (COMMONLY KNOWN AS WILLIAM N. BELL'S 4TH ADDITION TO THE CITY OF SEATTLE), AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 167, RECORDS OF KING COUNTY;
THENCE NORTH 47°46'02" WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOTS 1 AND 2 A DISTANCE OF 119.95 FEET TO THE SOUTHEASTERLY LINE OF THE NORTHWESTERLY 2 INCHES OF SAID LOT 2 AND THE TRUE POINT OF BEGINNING;
THENCE NORTH 42°13'49" EAST ALONG SAID SOUTHEASTERLY LINE OF THE NORTHWESTERLY 2 INCHES OF SAID LOT 2 A DISTANCE OF 120.05 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 2;
THENCE NORTH 47°46'25" WEST ALONG THE NORTHEASTERLY LINE OF SAID LOTS 2, 3 AND 4 A DISTANCE OF 120.29 FEET TO THE NORTHERNMOST CORNER OF SAID LOT 4;
THENCE SOUTH 42°13'49" WEST ALONG THE NORTHWESTERLY LINE OF SAID LOT 4 A DISTANCE OF 120.04 FEET TO THE WESTERNMOST CORNER OF SAID LOT 4;
THENCE SOUTH 47°46'02" EAST ALONG THE SOUTHWESTERLY LINE OF SAID LOTS 2, 3 AND 4 A DISTANCE OF 120.29 FEET TO THE TRUE POINT OF BEGINNING;

SITUATE IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON.



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RESTRICTIVE COVENANT

ARE-Western Newbrook, LLC 3018 Western Avenue, Seattle, WA

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D 030(1)(f) and (g) and WAC 173-340-440 ARE-Western Newbrook, LLC a Delaware limited liability company, 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 documents: Status Report 3018 Western Avenue Seattle, Washington, dated July 12, 1995, by Bristol-Myers Squibb Pharmaceutical Research Institute Report Voluntary Cleanup Action, Regulatory Closure of Underground Storage Tanks, 3018 Western Avenue, Seattle, Washington, dated November 24, 1998, by Davies & Moore. These documents are on file at Ecology's Northwest Regional Office.

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations gasoline, diesel and heavy oil range total petroleum hydrocarbons which exceed the Model Toxics Control Act A Residential Cleanup Levels for soil established under WAC 173-340-700.

The undersigned, ARE-Western Newbrook, LLC, is the fee owner of real property (hereafter "Property") in the County of King, State of Washington, that is subject to this Restrictive Covenant. The Property is legally described in attachment A of this restrictive covenant and made a part hereof by reference.

ARE-Western Newbrook, LLC 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 "A portion of the Property contains gasoline and diesel range total petroleum hydrocarbons contaminated soil located beneath Western Avenue and the sidewalk on the western side of the building in the immediate vicinity of the loading dock (see Figure 2 of the



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Dames&Moore report) A portion of the Property contains diesel and heavy oil range total petroleum hydrocarbons contaminated soil located in the immediate vicinity of the elevator shaft (see Figure 2 of the Dames&Moore report) The Owner shall not alter, modify, or remove the existing structure[s] in any manner that may result in the release or exposure to the environment of that contaminated soil or create a new exposure pathway without prior written approval from Ecology."

b "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 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.

Date _____

ARE-WESTERN NEWBROOK, LLC, a Delaware limited liability company

By: AREE-HOLDINGS II, L.D., a Delaware limited partnership, managing member

By: ARE-GP/II Holdings QPRS CORP., a Delaware corporation, general partner

By: _____

See Attached



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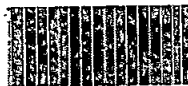
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ARE-WESTERN NEWBROOK, LLC, a Delaware limited liability company

By: AREE-HOLDINGS II, L.P., a Delaware limited partnership, managing member

By: ARE-GP/II HOLDINGS QRS CORP., a Delaware corporation, general partner

By: Attest: Nelson



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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Los Angeles

SS.

On 6/24/99

Date

before me, Shelly A. Kroll, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

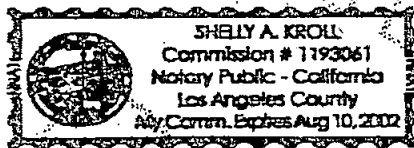
Peter J. Nelson

Name(s) of Signer(s)

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal

Shelly A. Kroll
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document:

Restrictive Covenant

Document Date:

N/A

Number of Pages:

6

Signer(s) Other Than Named Above

Capacity(ies) Claimed by Signer

Signer's Name:

☐ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

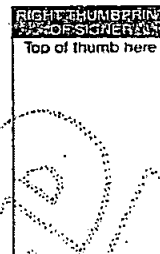
☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:



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