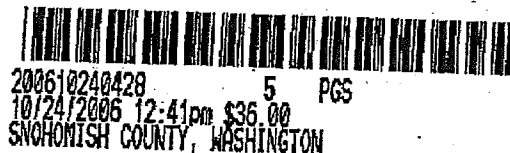


Return Address:

Clearview Plaza, LLC
17408 SR 9
Suite 201
Snohomish, WA. 98296



RESTRICTIVE COVENANT

Reference Number(s) of Related Documents:

☐ Additional reference numbers on page _____ of document(s).

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

Clearview Plaza, LLC

☐ Additional names on page _____ of document(s).

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

Washington State Department of Ecology

☐ Additional names on page _____ of document(s).

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range):

Unit 6, Northern most 260 square foot portion of Lot #6 ,
17424 SR 9 SE , Snohomish, WA. 98296

☐ Full legal is on page/exhibit A of document(s).

STR: 11-27-05
Assessor's Property Tax Parcel/Account Number(s):

27051100409400

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RESTRICTIVE COVENANT

Panda Dry Cleaners-Clearview Plaza

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by **Clearview Plaza, LLC**, 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]:

Letter Report Assessment of Environmental Conditions, Panda Dry Cleaners (TCP ID # 1588), Clearview Plaza, Snohomish, Washington. Prepared by URS Corporation on July 13, 2006

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of tetrachloroethylene (PCE) which exceed the Model Toxics Control Act Method A Residential Cleanup Level for soil established under WAC 173-340-900.

The undersigned, **Clearview Plaza, LLC**, is the fee owner of real property (hereafter "Property") in the County of Snohomish, State of Washington that is subject to this Restrictive Covenant.

Clearview Plaza, 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

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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 tetrachloroethylene (PERC) contaminated soil, located beneath the central and western portions of the concrete floor of the building occupied by Panda Dry Cleaners, 17424 SR 9 SE, Snohomish, WA. 98296, Lot# 6, Unit 6, as shown in Figure 1. The Owner shall not alter, modify, or remove the existing structure 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.

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) days 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

Page 3

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.

Page 4

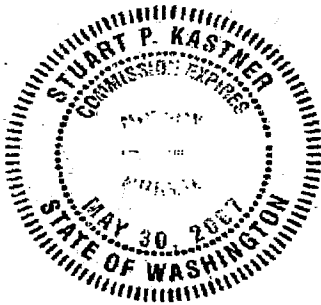
Michael LaMarche

Michael LaMarche, Clearview Plaza, LLC

10/23/06

[DATE SIGNED]

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



Subscribed and sworn to before me
this 23rd day of October 2006

Stuart Kastner

STUART P. KASTNER

My commission expires 5/30/07

Exhibit A

27051100409400

Alternate Property Number: 11270540940000

Real Property

03669

17424 SR 9 SE
SNOHOMISH WA 98290

SEC 11 TWP 27 RGE 05

LOT 6 CLEARVIEW PLAZA B.S.P. REC VOL 2 OF BSP'S PGS 24-25 REC AF 9406095001 & BEING PTN N1/2 SE1/4

Name & Address

CLEARVIEW PLAZA LLC
12613 38TH AVE SE
EVERETT WA 98208

CLEARVIEW PLAZA LLC
12613 38TH AVE SE
EVERETT WA 98208

Property Values

Value Name

Taxable Value

Market Total

Assessed Value

Market Land

Market Improvement

2005

2006

\$1,811,800

\$651,800

\$1,811,800

\$651,800

\$1,811,800

\$651,800

\$1,811,800

\$651,800

\$1,811,800

\$651,800

Property Characteristics

Tax Year Characteristics

Unit of Measure

Size (sq ft)

Surface Area

Exemptions