

9808101434 03:26:00 PM KING COUNTY RECORDS 004 TMS 11.50



Short Cressman & Burgess P.L.L.C.
 Attn: Scott M. Missall
 3000 First Interstate Center
 999 Third Avenue
 Seattle, WA 98104-4008

Document Title	Declaration of Restrictive Covenant
Reference Number(s) of Related Documents	N/A
Grantor	SeaTac Plaza Corporation
Grantee	Evergreen Plaza, a Planned Unit Development
Legal Description	Space A-6, 2210 S. 320th Street, Federal Way, Washington, located within Lot 2, KCSP No. 1079107, Recording No. 7912260667, being a portion of Tract A, Evergreen Plaza, a Planned Unit Development, Plats Vol. 100, pages 74 and 75
Parcel Number(s)	242320-0050-00

9808101434

RESTRICTIVE COVENANT

SEATAC PLAZA CORPORATION

2210 S. 320th Street, Space A-6; Former Y-Pay -Mor Dry Cleaners

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by SEATAC PLAZA CORPORATION, its successors and assigns.

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:

RESTRICTIVE COVENANT - 1
 161509.1/3gmd/013033.00001

Preliminary Remedial Investigation, by AGRA Earth and Environmental (formerly RZA AGRA), dated November 1992.

Remediation System Installation, by AGRA Earth and Environmental (formerly RZA AGRA), dated October 1993.

Soil Vapor Extraction Remediation System, Performance Monitoring Record, by AGRA Earth and Environmental (formerly RZA AGRA), dated February 7, 1994.

Independent Remedial Action Report, by AGRA Earth and Environmental (formerly RZA AGRA), dated December 22, 1994.

These documents are on file at the Northwest Regional Office of the State of Washington Department of Ecology (hereafter "Ecology").

This restrictive Covenant is required because the Remedial Action resulted in residual concentrations of two contaminants which exceed the Model Toxics Control Act (MTCA) cleanup levels in the soil in two specific locations located under the building foundation.

The undersigned, SEATAC PLAZA CORPORATION, is the fee owner of real property (hereafter "Property") in the County of King, State of Washington, that is subject of this Restrictive Covenant. The Property is legally described as follows:

That property commonly known as Space A-6, 2210 S. 320th Street, Federal Way, Washington, located within Lot 2 as delineated on King County short Plat No. 1079107, recorded under King County Recording No. 7912260667, being a portion of Tract A, Evergreen Plaza, a Planned Unit Development, according to the plat thereof recorded in Volume 100 of Plats, pages 74 and 75, in King County, Washington.

SEATAC PLAZA CORPORATION 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").

RESTRICTIVE COVENANT - 2
161509.1/3gnd/013033.00001

9808101434

9808101434

Section 1. A portion of the Property contains soil contaminated with cis-1,2-dichloroethene and tetrachloroethane, located under the building foundation at confirmation borings CB-4 and CB-5 as shown on Exhibit A. 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.

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.

RESTRICTIVE COVENANT - 3
161509.1/3gmd/013033.00001

DATED this 24th day of July, 1998.

SEATAC PLAZA CORPORATION

By Richard J. Gamba

Its Vice President

STATE OF New York)
) ss:
COUNTY OF New York)

I certify that I know or have satisfactory evidence that Richard J. Gamba 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 this instrument and acknowledged it as the Vice President of SeaTac Plaza Corporation, a corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: July 24th, 1998.

Andrea A. McKenzie
Print Name: ANDREA A. MCKENZIE
NOTARY PUBLIC in and for the State of
NEW YORK, residing at 446 Central Park West
My Appointment expires: 5-15-99

ANDREA A. MCKENZIE
Notary Public, State of New York
No. 01MC6043786
Qualified in New York County
Commission Expires May 15, 1999

(Use this space for notarial stamp/seal)

RESTRICTIVE COVENANT - 4
161509.1/3gnd/013033.00001

9808101434