



Return To
Iron Bridge, LLC
PO Box 6
Colbert, WA 99005

**RESTRICTIVE COVENANT
FORMER SPOKANE CUSTOM WOOD TREATING SITE
IRON BRIDGE, LLC OWNER, IRON BRIDGE CAMPUS, 728 N. PERRY ST.**

The Property is legally described AS FOLLOWS:

The South 25 feet of:

Parcel No. 35163.0701- Lot 1, Block 9, Amended School Section 16

Parcel No. 35163.0702-Lot 2, Block 9, Amended School Section 16

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1) (f) and (g) and WAC 173-140-440 by Iron Bridge, 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 documents:

1. Abridged Work Plan for Facility Closure, Spokane Custom Wood Treating, 728 North Perry Street, Spokane, Washington: Leppo Consultants, Inc., September 1998.
2. Remedial Investigation and Cleanup Action Report, Spokane Custom Wood Treating, 728 North Perry Street, Spokane, Washington: SLR International Corp., May 2003



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3. Independent Remedial Action Report, 6th Ground Water Monitoring Event (June 5, 2003), Spokane Custom wood Treating at 728 North Perry Street, Spokane, Washington: SLR International Corp., June 24, 2003.
4. Independent Remedial Action Report, 7th Ground Water Monitoring Event (September 26, 2003), Spokane Custom Wood Treating at 728 North Perry Street, Spokane, Washington: SLR International Corp., October 10, 2003.

These documents are on file at Ecology's Eastern Regional Office (ERO).

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of petroleum hydrocarbons, pentachlorophenol, and polyaromatic hydrocarbons which exceed the Model Toxics Control Act Method A Residential Cleanup Levels for soil established under WAC173.340.740.

The undersigned, Iron Bridge, LLC, is the fee owner of real property (hereafter "Property") in the County of Spokane, State of Washington that is subject to this Restrictive Covenant.

Iron Bridge, 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. 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 used 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, or any activities that may cause migration of the hazardous substances.

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.



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The term 'document' means reports prepared regarding the remedial action as well as Ecology's NFA letter.

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.

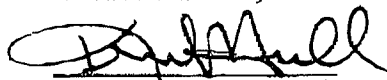
Section 5. The Owner must restrict leases to uses and activities consistent with the Restrictive Covenant and notify all lessees of the restrictions on the use of the Property.

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.

IRON BRIDGE, LLC


Kent D. Hull, Managing Partner

Feb 27, 2004
Date



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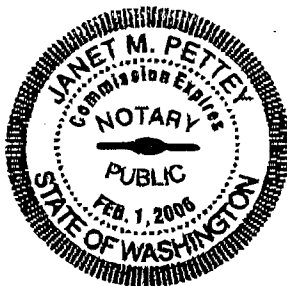
LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE of WASHINGTON _____)

COUNTY of SPOKANE _____)

On this 27th day of February, 2004, before me personally appeared Kent D. Hull, to me known to be the Managing Partner of Iron Bridge, LLC, the Limited Liability Company that executed the foregoing instrument, and acknowledged it to be the free and voluntary act and deed of said Limited Liability Company for the uses and purposes therein mentioned; and an oath stated that he is authorized to execute said instrument for and on behalf of said Limited liability Company.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Janet M. Petty
NOTARY PUBLIC in and for the State of
Washington, Residing at 7111 1st Ave, WA
My Commission Expires: FEB 1, 2006