When Recorded, Please Return To

Gerald Bresslour
Office of the General Counsel
The Boeing Company
P O Box 3707, M/C 13-08
Seattle, WA 98124-2207



2001 060 1000022

DOCUMENT TITLE Restrictive Covenant M2001000255 8/15@

REFERENCE NUMBERS OF RELATED DOCUMENTS 9409020504,

GRANTOR The Boeing Company, a Delaware corporation

GRANTEE State of Washington Department of Ecology

LEGAL DESCRIPTION Portions of Block 11, Renton Farm Plat, according to the plat thereof recorded in Volume 10 of Plats, page 97, in King County, Washington and portions of Block 1, Sartorisville, according to the plat thereof recorded in Volume 8 of Plats, page 7, in King County, Washington, and as further described on Attachment A on pages 7 and 8

ASSESSOR'S PARCEL NO(S) (Garden Plaza) 756460-0048-04, 756460-0050-09, 756460-0060-07, 756460-0097-04, 756460-0096-05, 722400-1035-02, 756460-0005-05, 756460-0055-04, 756460-0046-06, (Fifth and Park) 722400-0985-04, 722400-1015-06 and 722400-1025-04

Said document(s) were filed for record by Transnation Title as accommodation only. It has not been examined as to proper execution or as to its effect upon title.

RESTRICTIVE COVENANT

The Boeing Company

This Declaration of Restrictive Covenant is made pursuant to RCW 70 105D 030 (1) (f) and (g) and WAC 173-340-440 by The Boeing Company, d/b/a Boeing (hereafter referred to as "Boeing"), its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter referred to as "Ecology")

An independent remedial action (hereafter referred to as "Remedial Action") occurred at the property that is the subject of this restrictive covenant (hereafter referred to as "Restrictive Covenant") The Remedial Action conducted at the property is described in the following documents·

1 Report titled – "Voluntary Cleanup Program Report Garden Plaza and 5th & Park Property, Park Avenue North and North 6th Street, Renton, Washington" Prepared for JM Investments, Seattle, WA. by GEOTECH Consultants, Inc , Bellevue, WA , and dated October 1, 1999.

This document is on file at Ecology's Northwest Regional Office

This Restrictive Covenant is required because a Remedial Action has determined that groundwater at the property may contain vinyl chloride and arsenic concentrations which exceed the Model Toxics Control Act Method A Residential Cleanup Levels established under WAC 173-340-740 Previously a restrictive covenant (hereafter referred to as "Original Restrictive Covenant") was entered into by Boeing on the 26th

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day of August, 1994, and recorded with the County of King (Record # 9409020504) The Original Restrictive Covenant noted petroleum contamination in soil and groundwater The petroleum contamination has since been remediated to comply with the Model Toxics Control Act This Restrictive Covenant hereby supercedes the Original Restrictive Covenant recorded in King County (Record # 9409020504)

The undersigned, Boeing, is the fee owner of the real property, described as Garden Plaza and Fifth and Park Buildings, located at Park Avenue North and North Sixth Street, City of Renton, in the County of King, State of Washington (hereafter referred to as "Property"), that is subject to this Restrictive Covenant The Property is legally described in Attachment A

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Boeing 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 referred to as "Owner")

Section 1 No groundwater may be taken for any use from the Property

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 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 of 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

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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

The Boeing Company, Owner, a Delaware corporation

By. _____
Printed Name: _____
Its Authorized Representative
Date
May 21, 2001

ACKNOWLEDGMENT

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State of Washington)
) ss
County of King)

I certify that I know or have satisfactory evidence that Philip W. Cyburt the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Authorized Representative of The Boeing Company_____ to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument

Dated: May 21, 2001

ROBBIN S. BUSHNELL NOTARY PUBLIC COMMISSION EXPIRES JAN 17, 2002 STATE OF WASHINGTON

_____
Notary public in and for the State of Washington, residing at Seattle
My appointment expires
1-17-02

The Washington State Department of Ecology ("Ecology") authorizes the recording of the foregoing restrictive covenant as a condition to the issuance by Ecology of a letter pursuant to RCW 70.105D.030(1)(a) relating to the property described in Exhibit A Ecology acknowledges that the foregoing restrictive covenant supersedes the Restrictive Covenant recorded under King County recording no 9409020504

Washington State Department of Ecology

By Ronald W. Timm
Its Authorized Signatory

ACKNOWLEDGMENT

LAVONA L. GUSDAL NOTARY PUBLIC STATE OF WASHINGTON APRIL 6, 2003

State of Washington)
) ss.
County of King)

I certify that I know or have satisfactory evidence that Ronald W. Timm is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Authorized Representative of The Washington State Department of Ecology to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument

Dated 4-12-01

Lavona L. Gusdal
Notary public in and for the State of Washington, residing at Bellevue
My appointment expires
4-6-03

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ATTACHMENT A

5TH & PARK

Lots 1 through 10, inclusive, Block 11, Renton Farm Plat, according to the plat thereof recorded in Volume 10 of Plats, page 97, in King County, Washington

GARDEN PLAZA

Parcel A

Lots 5, 6, 7 and 8, Block 1, Sartorisville, according to the plat thereof recorded in Volume 8 of Plats, page 7, in King County, Washington.

Parcel B

Lots 1 and 2, Renton Boiler Works Short Plat Number 282-79, recorded under King County Recording Number 7907109002, being a portion of Lots 9, 10, 11 and 12, Block 1, Sartorisville, according to the plat thereof recorded in Volume 8 of Plats, page 7, in King County, Washington

Parcel C

The East 39.3 feet of the West 83 5 feet of Lots 11 and 12, Block 1, Sartorisville, according to the plat thereof recorded in Volume 8 of Plats, page 7, in King County, Washington,

LESS the North 20 feet thereof.

Parcel D

The West 44 2 feet of Lots 11 and 12, Block 1, Sartorisville, according to the plat thereof recorded in Volume 8 of Plats, page 7, in King County, Washington,

LESS the North 20 feet thereof.

Parcel E

Lots 11, 12, and 13, Block 11, Renton Farm Plat, according to the plat thereof recorded in Volume 10 of Plats, page 97, in King County, Washington;

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EXCEPT that portion of Lot 13 conveyed to the City of Renton by deed recorded under King County Recording Number 7203140338,

AND,

Lots 1, 2 and the North 35 feet of Lot 3, Block 1, Sartorisville, according to the plat thereof recorded in Volume 8 of Plats, page 7, in King County, Washington,

EXCEPT that portion of Lot 1 conveyed to the City of Renton by Deed recorded under King County Recording Number 7203140338

Parcel F

Lot 4 and the South 15 feet of Lot 3, Block 1, Sartorisville, according to the plat thereof recorded in Volume 8 of Plats, page 7, in King County, Washington

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