

After Recording Return to:

Jeff Newschwander

Department of Ecology, Central Region Office

15 West Yakima Avenue, Suite 200

Yakima, Washington, 98902

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AUG 22 2008

DEPARTMENT OF ECOLOGY - CENTRAL REGIONAL OFFICE
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Restrictive (Environmental) Covenant

Grantor: VBC Hilltop Housing Limited Partnership

Grantee: State of Washington, Department of Ecology

Legal: Lot 1 of Hilltop Short Plat in Northwest Quarter of Section 14, Township 22 North,
Range 20 E. W.M., Wenatchee, Chelan County, Washington.

Tax Parcel No.: 222014230100

Cross Reference: N/A

Grantor, **VBC Hilltop Housing Limited Partnership** hereby binds Grantor, its successors and assigns to the land use restrictions identified herein and grants such other rights under this environmental covenant (hereafter "Covenant") made this **18th** day of **July, 2008** in favor of the State of Washington Department of Ecology (Ecology). Ecology shall have full right of enforcement of the rights conveyed under this Covenant pursuant to the Model Toxics Control Act, RCW 70.105D.030(1)(g), and the Uniform Environmental Covenants Act, 2007 Washington Laws ch. 104, sec. 12.

This Declaration of Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by **VBC Hilltop Housing Limited Partnership**, its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology").

A remedial action (hereafter "Remedial Action") occurred at the property that is the subject of this Covenant. The Remedial Action conducted at the property is described in the following document[s]:

Hilltop Apartment Site Remedial Actions Summary, dated September 17, 2007, prepared by Fulcrum Environmental Consulting, Inc.

These documents are on file at Department of Ecology's Central Region Office at **15 West Yakima Avenue, Suite 200, Yakima, Washington, 98902**

This Covenant is required because the Remedial Action resulted in residual concentrations of Lead and Arsenic which exceed the Model Toxics Control Act Method A cleanup level(s) for soils established under WAC 173-340-740.

The undersigned, **VBC Hilltop Housing Limited Partnership**, is the fee owner of real property (hereafter "Property") in the County of Chelan, State of Washington, which is subject to this Covenant. The Property is legally described as Lot 1 of Hilltop Short Plat in Northwest Quarter of Section 14, Township 22 North, Range 20 E. W.M., Wenatchee, Chelan County, Washington.

VBC Hilltop Housing Limited Partnership 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.

Section 1. The Property contains lead and arsenic contaminated soil located beneath impermeable surfaces; such as building foundations, parking and sidewalk areas, and permeable areas such as landscaped areas. 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.

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) 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 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 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 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, to determine compliance with this Covenant, 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 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.

VBC Hilltop Housing Limited Partnership

Stephen W. Page

**VBC Hilltop Apartments, Inc.
Its General Partner
By: Stephen W. Page
President of General Partner**

Dated: July 28, 2008


STATE OF Washington
COUNTY OF King

On this 28 day of July, 2008, I certify that Stephen W. Page personally appeared before me, acknowledged that he is the Pres. of GP of the corporation that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stating that he was authorized to execute said instrument for said corporation.



Patricia K. Kingale
Notary Public in and for the State of WA
Washington, residing at Aburys, Wa
My appointment expires 12-15-2011.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

A handwritten signature in black ink, appearing to read "Don Abbott", written over a horizontal line.

Don Abbott
Section Manager

Dated: Aug 4 2008