

EXHIBIT A
ASARCO HOUSES LEGAL DESCRIPTION

PARCEL A:

566 East Marine View Drive
LOTS 8 AND 9; (003966-000-008-00)

560 East Marine View Drive
LOT 10; (003966-000-010-00)

558 East Marine View Drive
LOT 11; (003966-000-011-00)

* 535 Pilchuck Path
THE SOUTH HALF OF LOT 49 AND ALL OF LOT 50; (9003966-000-049-02)

* 541 Pilchuck Path
LOT 51; (003966-000-051-00)

555 Pilchuck Path
THE WESTERLY 60 FEET OF LOTS 55 AND 56; (003966-000-055-01)

620 Pilchuck Path
THE SOUTH 62.5 FEET OF LOT 57; (003966-000-057-01)

616 Pilchuck Path
THE NORTH 37.5 FEET OF LOT 57 AND THE SOUTHERLY 25 FEET OF LOT 58;
(003966-000-057-00)

544 Pilchuck Path
LOT 58, EXCEPT THE SOUTH 25 FEET, THEREOF, AND ALL OF LOT 59;
(003966-000-058-00)

* 534 Pilchuck Path
LOT 61; (003966-000-061-00)

* 530 Pilchuck Path
LOT 62, (003966-000-062-00)

ALL IN BRIDGEWAY, ACCORDING TO THE PLAT THEREOF, RECORDED IN
VOLUME 10 OF PLATS, PAGE 119, RECORDS OF SNOHOMISH COUNTY,
WASHINGTON.

* These properties are part of the "Clean Area". See ~~File~~ File.
Everett Smelter/SIT 8-8-2

545 Hawthorne Street
PARCEL J:

LOT 83, BRIDGEWAY, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGE 119, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

TOGETHER WITH VACATED PORTION OF HAWTHORNE STREET ADJACENT TO AND ABUTTING THEREON AS VACATED BY ORDER NO. 3246 RECORDED UNDER AUDITOR'S FILE NUMBER 917761, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, WHICH WOULD ATTACH BY OPERATION OF LAW. (003966-000-083-00)

* 516 Hawthorne Street
PARCEL K:

ALL THAT PORTION OF SECTION 8, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN PLAT OF HAWTHORNE HEIGHTS ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 13, OF PLATS, PAGE 29, IN SNOHOMISH COUNTY, WASHINGTON;
THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 1 FOR 140.50 FEET;
THENCE NORTHERLY AND AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 1 FOR 59.03 FEET;
THENCE NORTH 51°43'33" EAST FOR 143.00 FEET TO A POINT ON THE SOUTHWESTERLY MARGIN OF HAWTHORNE STREET THAT IS 85.64 FEET NORTHERLY FROM THE POINT OF BEGINNING;
THENCE SOUTH 27°22'58" EAST ALONG THE WEST LINE OF HAWTHORNE STREET FOR 85.64 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION OF SAID PREMISES CONVEYED TO SNOHOMISH COUNTY BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 7607230242.

(ALSO KNOWN AS LOT 1 OF CITY OF EVERETT SHORT PLAT RECORDED UNDER AUDITOR'S FILE NUMBER 7608090251.) (290508-004-007-00)

* 508 Hawthorne Street
PARCEL L:

ALL THAT PORTION OF SECTION 8, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN THE PLAT OF HAWTHORNE HEIGHTS ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 13 OF PLATS, PAGE 29, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE NORTHERLY ALONG THE WEST LINE OF HAWTHORNE STREET FOR 85.64 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUE NORTHERLY ALONG THE WEST LINE OF HAWTHORNE STREET FOR 85.64 FEET TO THE INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF HIGHWAY 99 AS NOW REVISED;
THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE FOR 150.25 FEET;
THENCE SOUTHERLY AND PARALLEL WITH THE WEST LINE OF HAWTHORNE STREET FOR 59.02 FEET;
THENCE NORTH 51°43'33" WEST FOR 143.00 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION OF SAID PREMISES CONVEYED TO SNOHOMISH COUNTY BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 7607230242;

(ALSO KNOWN AS LOT 2 OF CITY OF EVERETT SHORT PLAT RECORDED UNDER AUDITOR'S FILE NUMBER 7608090251). (290508-004-012-00)

522 Hawthorne Street
PARCEL M:

LOT 1, PLAT OF HAWTHORNE HEIGHTS ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 13 OF PLATS, PAGE 29, RECORDS OF SNOHOMISH COUNTY, WASHINGTON. (004675-000-001-00)





200504050143 7 PGS
04-05-2005 09:34am \$25.00
SNOHOMISH COUNTY, WASHINGTON

PNWT W 17221-9

Return To:

**Housing Authority of the City of Everett
3107 Colby Avenue, Everett, WA 98201
P. O. Box 1547, Everett, WA 98206-1547
Attention: Bud Alkire-Executive Director**

COVER SHEET – INDEXING FORM

PACIFIC NORTHWEST TITLE

Document Title: **Restrictive Covenant**
Reference #: **N/A**
Grantor/Borrower: **Housing Authority of the City of Everett**
Grantee/Assignee/Beneficiary: **State of Washington, Department of Ecology**
Legal Description: **Lot 1, Plat of Hawthorne Heights Addition, V.13 P. 29**
Assessor's Tax Parcel ID #: **004675-000-001-00**

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

**RESTRICTIVE COVENANT
THE HOUSING AUTHORITY OF THE CITY OF EVERETT
522 HAWTHORNE STREET, EVERETT, WA 98201**

This Declaration of Restrictive Covenant is made pursuant to RCW 70 105D 030(1)(f) and (g) and WAC 173-340-440 by The Housing Authority of the City of Everett, 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 Restrictive Covenant. The Remedial Action conducted at the property is described in the following document[s]

- Interim Action Report, Everett Smelter Site, Everett, Washington, Asarco Consulting Inc , December 2002
- Everett Smelter Site Final Cleanup Action Plan (FCAP) and Final Environmental Impact Statement for the Upland Area, Everett, Washington, Washington State Department of Ecology, November 19, 1999
- Final Design Report, Everett Smelter Site, Everett, Washington, Asarco Consulting Inc , March 2004
- Construction Specifications, Everett Smelter Site, Everett, Washington, Asarco Consulting Inc , June 2004
- Annual Residential Report (August 2004 – October 2004), Everett, Washington, Asarco Consulting, Inc , December 2004
- Prospective Purchaser Consent Decree RE: Asarco Houses, Everett Smelter Site, Everett, Washington, State of Washington Snohomish County Superior Court, No 04 2 10919 0

These documents are on file at Ecology's Northwest Regional Office.

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of Arsenic, which exceed the Model Toxics Control Act Method B for soil and groundwater established under WAC 173-340-740

The undersigned, The Housing Authority of the City of Everett, a public body corporate and politic, is the fee owner of real property (hereafter "Property") in the County of Snohomish, State of Washington that is subject to this Restrictive Covenant. The legal description of the Property is as follows:

LEGAL DESCRIPTION

LOT 1, PLAT OF HAWTHORNE HEIGHTS ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 13 OF PLATS, PAGE 29, RECORDS OF SNOHOMISH COUNTY, WASHINGTON (004675-000-001-00)

The Housing Authority of the City of Everett 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 No groundwater may be taken for any purposes from the Property

Section 2(a) A portion of the Property contains Arsenic contaminated soil located beneath the residential structure; beneath the concrete driveway to the south of the residence, beneath the driveway at the east of the residence leading to the basement garage, beneath the concrete porch and walkway to the west of the residence, and beneath the asphalt parking apron adjacent to Hawthorne Street. The concrete driveways, walkways and parking apron are shown in a cross hatched pattern on the Proposed Configuration plan which is attached as Exhibit A. The Performance Monitoring plan for the aforementioned property is attached as Exhibit B. The Owner shall not alter, modify, or remove the existing structures[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, including prior approval by Ecology of the Owner's plans to properly manage contaminated soil.

Section 2(b) Soil contamination remains on all portions of the lot surrounding the residence, underneath a cap consisting of a minimum of two feet of clean soil. Any activity on these areas or in close proximity to these areas of the Property that may result in the release or exposure of the contaminated soil that was contained as part of the Remedial Action, or create a new exposure pathway is prohibited without prior written approval from Ecology, including prior approval by Ecology of the Owner's plans to properly manage contaminated soil.

Examples of activities requiring Ecology approval include activities such as drilling, digging, bulldozing or other earthwork when any such activity penetrates the fill by more than 18 inches (except for the installation of fence posts as discussed further below), or the placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capability. Prior Ecology approval is not required when activity is undertaken that affects only the top 18 inches or less of the soil cap and therefore does not result in exposure of

any contaminated soils that remain under the cap, provided such activity does not stress the surface beyond its load bearing capability, and provided a minimum of two feet of clean soil will be in place at the completion of the activity.

The Owner may, however, install fence posts or other posts when doing so would disturb soil below a depth of 18 inches, without prior Ecology approval. Contaminated soil brought to the surface by installation of fence posts or other posts must be placed into containers or covered with plastic sheeting to prevent contact, especially contact by children. The contaminated soil may be returned to the hole as fill around the fence post. At the conclusion of the post installation the contaminated soil must either be (1) beneath two feet of clean fill, or (2) if placed within two feet of the surface, capped with a minimum of 3 inches of concrete or asphalt at the top of the hole. Any contaminated soil, which cannot be managed on site, must be disposed of off-site at a properly permitted facility.

If structures, paving, or asphalt are constructed or placed on the property at any point in the future, and contaminated soil is contained beneath the structure, paving, or asphalt, the Owner shall not alter, modify, or remove the structures, paving, or asphalt 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, including prior written approval of the Owner's plans to properly manage contaminated soil.

Section 3. Except as provided in Sections 2(a) and 2(b), any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment, or that may result in a 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.

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.

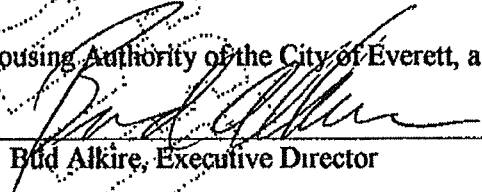
Section 6. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Restrictive Covenant. Ecology may approve any inconsistent use only after public notice and comment.

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.

The Housing Authority of the City of Everett, a public body corporate and politic

By


Bud Alkire, Executive Director

Date Signed April 4, 2005

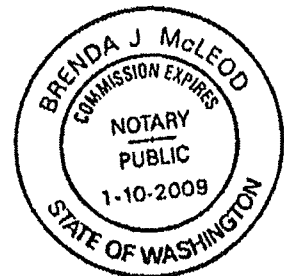
State of Washington
County of Snohomish

On this 4th day of April, 2005, the above-signed Bud Alkire, known to me to be the Executive Director of the Housing Authority of the City of Everett, personally appeared before me, executed the foregoing Restrictive Covenant, and acknowledged said execution to be his free and voluntary act and on oath stated that he is authorized to execute said Restrictive Covenant.

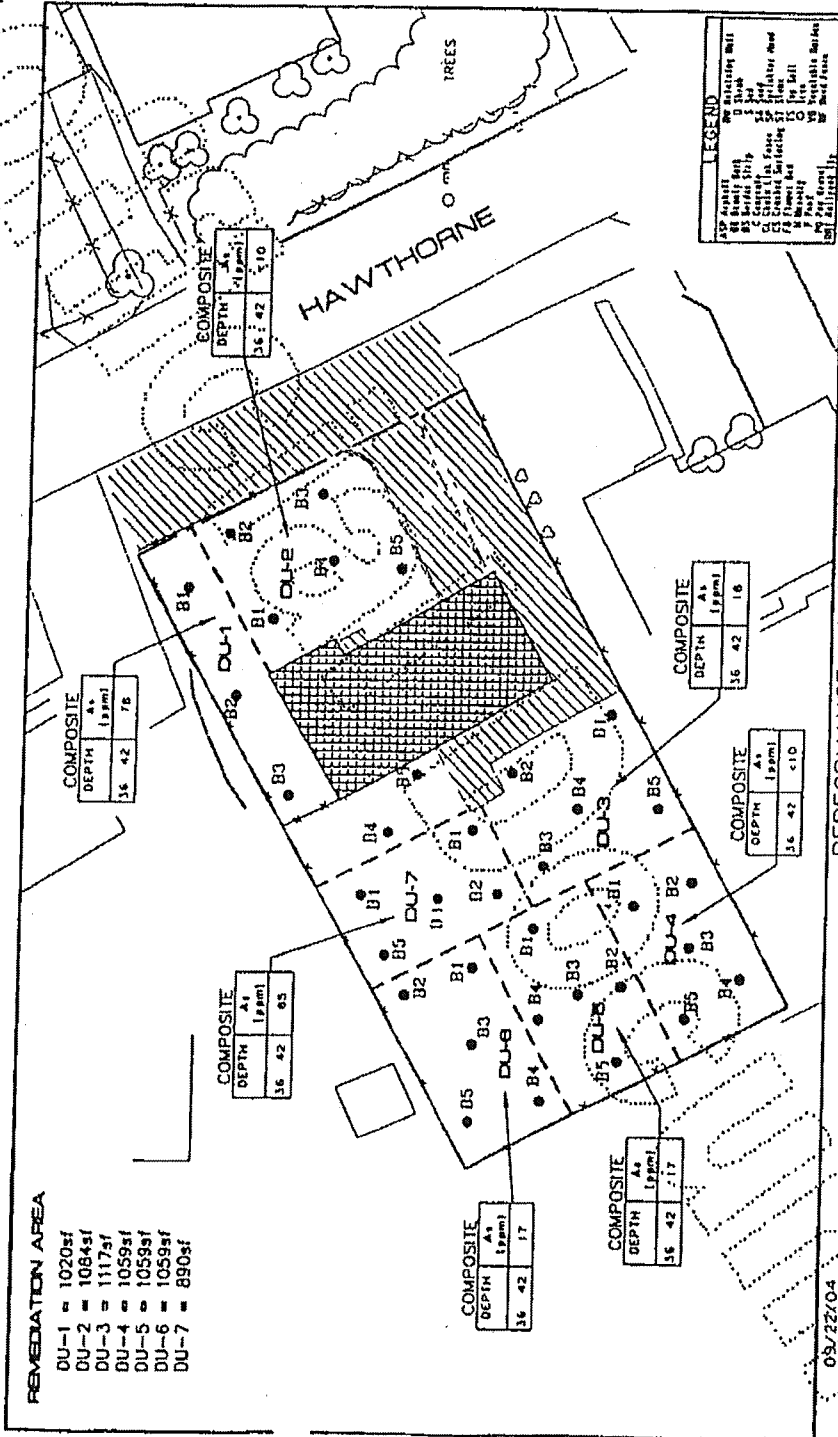

Notary Signature

Printed Signature Brenda J McLeod

Notary Public in and for the State of Washington Residing in Marysville
My Commission Expires on January 10, 2009



DU-1



Asarco Consulting, Inc.

PROPERTY SITE CODE IA-3

SITE ADDRESS 522 Hawthorne

PROPERTY OWNER Everell Housing Authority

PROPERTY RESIDENT

EXHIBIT B

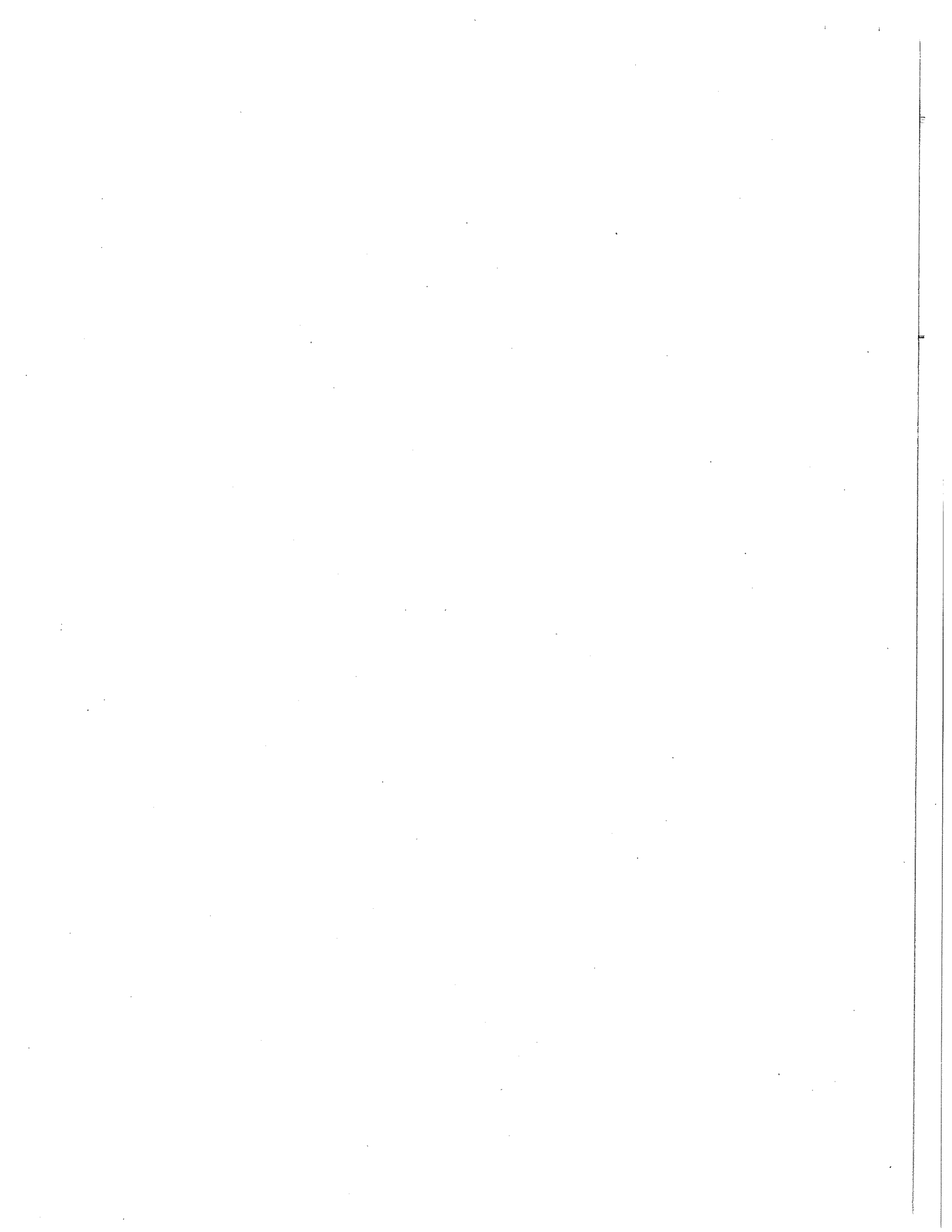
09/22/04

NORTH

SCALE IN FEET

0 10 20 30

DU-1





200504050142 7 PGS
04-05-2005 09:34am \$25.00
SNOHOMISH COUNTY, WASHINGTON

PNWT 11-1721-9

Return To:

**Housing Authority of the City of Everett
3107 Colby Avenue, Everett, WA 98201
P. O. Box 1547, Everett, WA 98206-1547
Attention: Bud Alkire-Executive Director**

COVER SHEET – INDEXING FORM

PACIFIC NORTHWEST TITLE

Document Title: **Restrictive Covenant**
Reference #: **N/A**
Grantor/Borrower: **Housing Authority of the City of Everett**
Grantee/Assignee/Beneficiary: **State of Washington, Department of Ecology**
Legal Description: **Lot 58, except the South 25 feet, thereof, and all of Lot 59,
in Bridgeway, V.10 P. 119**
Assessor's Tax Parcel ID #: **003966-000-058-00**

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

**RESTRICTIVE COVENANT
THE HOUSING AUTHORITY OF THE CITY OF EVERETT
544 PILCHUCK PATH, EVERETT, WA 98201**

This Declaration of Restrictive Covenant is made pursuant to RCW 70 105D 030(1)(f) and (g) and WAC 173-340-440 by The Housing Authority of the City of Everett, 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 Restrictive Covenant. The Remedial Action conducted at the property is described in the following document[s]

- Interim Action Report, Everett Smelter Site, Everett, Washington, Asarco Consulting Inc , December 2002
- Everett Smelter Site Final Cleanup Action Plan (FCAP) and Final Environmental Impact Statement for the Upland Area, Everett, Washington, Washington State Department of Ecology, November 19, 1999
- Final Design Report, Everett Smelter Site, Everett, Washington, Asarco Consulting Inc , March 2004
- Construction Specifications, Everett Smelter Site, Everett, Washington, Asarco Consulting Inc., June 2004
- Annual Residential Report (August 2004 – October 2004), Everett, Washington, Asarco Consulting, Inc., December 2004
- Prospective Purchaser Consent Decree RE Asarco Houses, Everett Smelter Site, Everett, Washington, State of Washington Snohomish County Superior Court, No. 04 2 10919 0

These documents are on file at Ecology's Northwest Regional Office

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of Arsenic, which exceed the Model Toxics Control Act Method B for soil and groundwater established under WAC 173-340-740

The undersigned, The Housing Authority of the City of Everett, a public body corporate and politic, is the fee owner of real property (hereafter "Property") in the County of Snohomish, State of Washington that is subject to this Restrictive Covenant. The legal description of the Property is as follows:

LEGAL DESCRIPTION

LOT 58, EXCEPT THE SOUTH 25 FEET, THEREOF, AND ALL OF LOT 59, ALL IN BRIDGEWAY, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGE 119, RECORDS OF SNOHOMISH COUNTY, WASHINGTON (003966-000-058-00)

The Housing Authority of the City of Everett 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 No groundwater may be taken for any purposes from the Property

Section 2(a) A portion of the Property contains Arsenic contaminated soil located in the crawlspace beneath the residence, beneath the foundations of the residence, beneath the stairs at the east entrance to the residence, and beneath the detached garage to the south of the residence. The aforementioned property is shown on the Proposed Configuration plan which is attached as Exhibit A. The Performance Monitoring plan for the aforementioned property is attached as Exhibit B. The Owner shall not alter, modify, or remove the existing structures[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, including prior approval by Ecology of the Owner's plans to properly manage contaminated soil.

Section 2(h) Soil contamination remains on all portions of the lot surrounding the residence, underneath a cap consisting of a minimum of two feet of clean soil. Any activity on these areas or in close proximity to these areas of the Property that may result in the release or exposure of the contaminated soil that was contained as part of the Remedial Action, or create a new exposure pathway is prohibited without prior written approval from Ecology, including prior approval by Ecology of the Owner's plans to properly manage contaminated soil.

Examples of activities requiring Ecology approval include activities such as drilling, digging, bulldozing or other earthwork when any such activity penetrates the fill by more than 18 inches (except for the installation of fence posts as discussed further below), or the placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capability. Prior Ecology approval is not required when activity is undertaken that affects only the top 18 inches or less of the soil cap and therefore does not result in exposure of any contaminated soils that remain under the cap, provided such activity does not stress the

surface beyond its load bearing capability, and provided a minimum of two feet of clean soil will be in place at the completion of the activity

The Owner may, however, install fence posts or other posts when doing so would disturb soil below a depth of 18 inches, without prior Ecology approval. Contaminated soil brought to the surface by installation of fence posts or other posts must be placed into containers or covered with plastic sheeting to prevent contact, especially contact by children. The contaminated soil may be returned to the hole as fill around the fence post. At the conclusion of the post installation the contaminated soil must either be (1) beneath two feet of clean fill, or (2) if placed within two feet of the surface, capped with a minimum of 3 inches of concrete or asphalt at the top of the hole. Any contaminated soil, which cannot be managed on site, must be disposed of off-site at a properly permitted facility.

If structures, paving, or asphalt are constructed or placed on the property at any point in the future, and contaminated soil is contained beneath the structure, paving, or asphalt, the Owner shall not alter, modify, or remove the structures, paving, or asphalt 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, including prior written approval of the Owner's plans to properly manage contaminated soil.

Section 3 Except as provided in Sections 2(a) and 2(b), any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment, or that may result in a 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.

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.

The Housing Authority of the City of Everett, a public body corporate and politic

By Bud Alkire, Executive Director

Date Signed: April 4, 2005

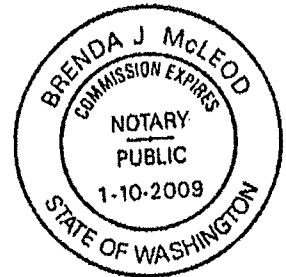
State of Washington
County of Snohomish

On this 4th day of April, 2005, the above-signed Bud Alkire, known to me to be the Executive Director of the Housing Authority of the City of Everett, personally appeared before me, executed the foregoing Restrictive Covenant, and acknowledged said execution to be his free and voluntary act and on oath stated that he is authorized to execute said Restrictive Covenant.

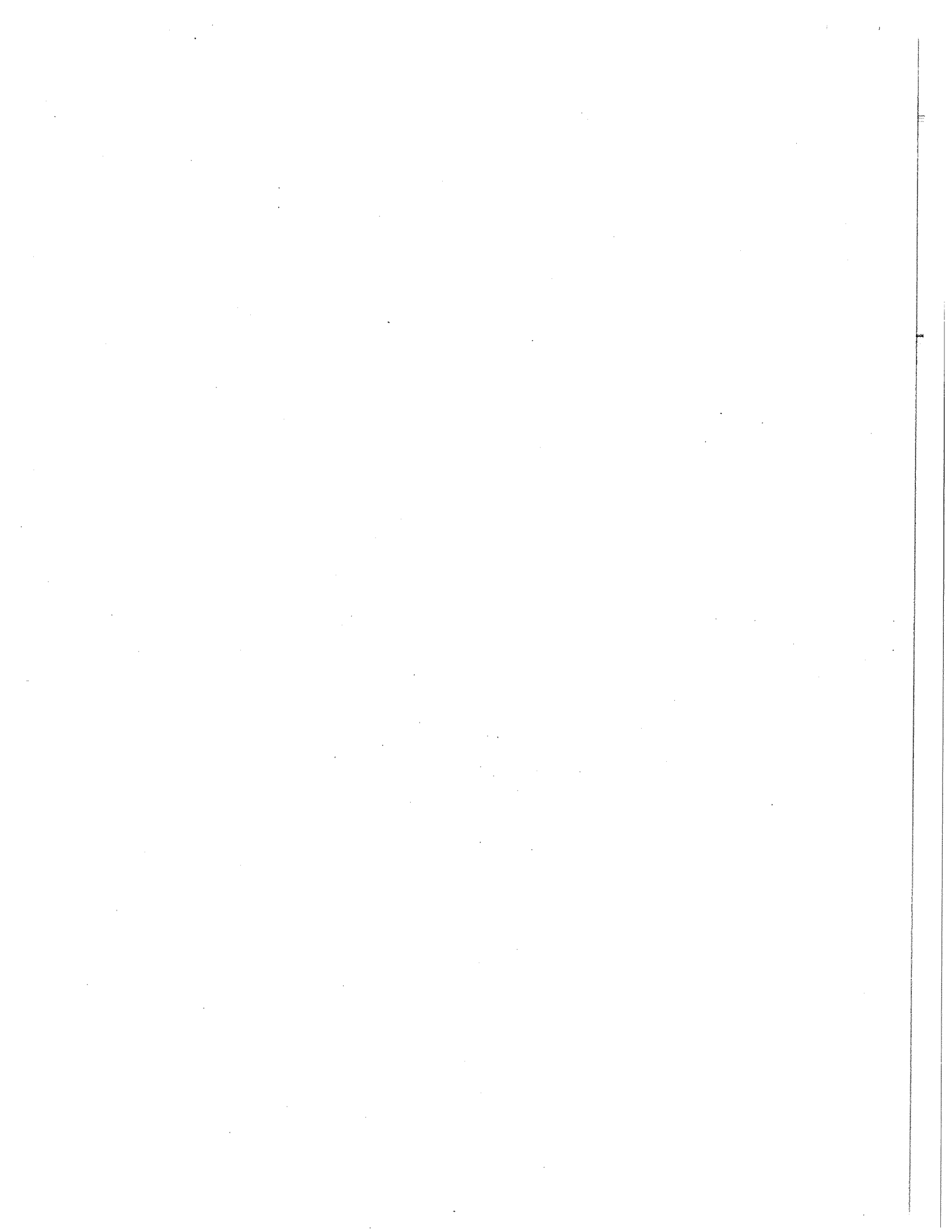
Brenda J. McLeod

Notary Signature

Printed Signature: Brenda J. McLeod



Notary Public in and for the State of Washington Residing in Marysville
My Commission Expires on January 10, 2009





200504050141 7 PGS
04-05-2005 09:34am \$25.00
SNOHOMISH COUNTY, WASHINGTON

PNWT W-17,221-9
Return To:

**Housing Authority of the City of Everett
3107 Colby Avenue, Everett, WA 98201
P. O. Box 1547, Everett, WA 98206-1547
Attention: Bud Alkire-Executive Director**

COVER SHEET – INDEXING FORM

PACIFIC NORTHWEST TITLE

Document Title: **Restrictive Covenant**
Reference #: **N/A**
Grantor/Borrower: **Housing Authority of the City of Everett**
Grantee/Assignee/Beneficiary: **State of Washington, Department of Ecology**
Legal Description: **Lot 83, Bridgeway, V.10 P. 119**
Assessor's Tax Parcel ID #: **003966-000-083-00**

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

RESTRICTIVE COVENANT
THE HOUSING AUTHORITY OF THE CITY OF EVERETT
545 HAWTHORNE STREET, EVERETT, WA 98201

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D 030(1)(f) and (g) and WAC 173-340-440 by The Housing Authority of the City of Everett, 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 Restrictive Covenant. The Remedial Action conducted at the property is described in the following document[s]

- Interim Action Report, Everett Smelter Site, Everett, Washington, Asarco Consulting Inc , December 2002
- Everett Smelter Site Final Cleanup Action Plan (FCAP) and Final Environmental Impact Statement for the Upland Area, Everett, Washington, Washington State Department of Ecology, November 19, 1999
- Final Design Report, Everett Smelter Site, Everett, Washington, Asarco Consulting Inc , March 2004
- Construction Specifications, Everett Smelter Site, Everett, Washington, Asarco Consulting Inc., June 2004
- Annual Residential Report (August 2004 – October 2004), Everett, Washington, Asarco Consulting, Inc., December 2004
- Prospective Purchaser Consent Decree RE. Asarco Houses, Everett Smelter Site, Everett, Washington, State of Washington Snohomish County Superior Court, No 04 2 10919 0

These documents are on file at Ecology's Northwest Regional Office

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of Arsenic, which exceed the Model Toxics Control Act Method B for soil and groundwater established under WAC 173-340-740.

The undersigned, The Housing Authority of the City of Everett, a public body corporate and politic, is the fee owner of real property (hereafter "Property") in the County of Snohomish, State of Washington that is subject to this Restrictive Covenant. The legal description of the Property is as follows:

LEGAL DESCRIPTION

LOT 83, BRIDGEWAY, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGE 119, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

TOGETHER WITH VACATED PORTION OF HAWTHORNE STREET ADJACENT TO AND ABUTTING THEREON AS VACATED BY ORDER NO. 3246 RECORDED UNDER AUDITOR'S FILE NUMBER 917761, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, WHICH WOULD ATTACH BY OPERATION OF LAW, (003966-000-083-00)

The Housing Authority of the City of Everett 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. No groundwater may be taken for any purposes from the Property

Section 2(a) A portion of the Property contains Arsenic contaminated soil located beneath the residential structure and in two crawl spaces beneath the southern portion of the residence, beneath the concrete driveway to the west of the residence, beneath the concrete walkway and stairs at the south of the residence. The concrete driveway, walkways and stairs are shown in a cross hatched pattern on the Proposed Configuration plan which is attached as Exhibit A. The Performance Monitoring plan for the aforementioned property is attached as Exhibit B. The Owner shall not alter, modify, or remove the existing structures[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, including prior approval by Ecology of the Owner's plans to properly manage contaminated soil

Section 2(b) Soil contamination remains on all portions of the lot surrounding the residence, underneath a cap consisting of a minimum of two feet of clean soil. Any activity on these areas or in close proximity to these areas of the Property that may result in the release or exposure of the contaminated soil that was contained as part of the Remedial Action, or create a new exposure pathway is prohibited without prior written approval from Ecology, including prior approval by Ecology of the Owner's plans to properly manage contaminated soil

Examples of activities requiring Ecology approval include activities such as drilling, digging, bulldozing or other earthwork when any such activity penetrates the fill by more than 18

inches (except for the installation of fence posts as discussed further below), or the placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capability. Prior Ecology approval is not required when activity is undertaken that affects only the top 18 inches or less of the soil cap and therefore does not result in exposure of any contaminated soils that remain under the cap, provided such activity does not stress the surface beyond its load bearing capability, and provided a minimum of two feet of clean soil will be in place at the completion of the activity.

The Owner may, however, install fence posts or other posts when doing so would disturb soil below a depth of 18 inches, without prior Ecology approval. Contaminated soil brought to the surface by installation of fence posts or other posts must be placed into containers or covered with plastic sheeting to prevent contact, especially contact by children. The contaminated soil may be returned to the hole as fill around the fence post. At the conclusion of the post installation the contaminated soil must either be (1) beneath two feet of clean fill, or (2) if placed within two feet of the surface, capped with a minimum of 3 inches of concrete or asphalt at the top of the hole. Any contaminated soil, which cannot be managed on site, must be disposed of off-site at a properly permitted facility.

If structures, paving, or asphalt are constructed or placed on the property at any point in the future, and contaminated soil is contained beneath the structure, paving, or asphalt, the Owner shall not alter, modify, or remove the structures, paving, or asphalt 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, including prior written approval of the Owner's plans to properly manage contaminated soil.

Section 3 Except as provided in Sections 2(a) and 2(b), any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment, or that may result in a 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.

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

The Housing Authority of the City of Everett, a public body corporate and politic

By: *Bud Alkire*
Bud Alkire, Executive Director

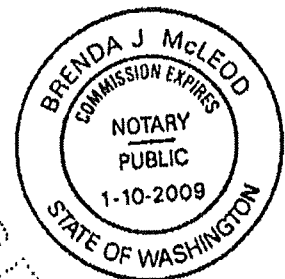
Date Signed: April 4, 2005

State of Washington
County of Snohomish

On this 4th day of April, 2005, the above-signed Bud Alkire, known to me to be the Executive Director of the Housing Authority of the City of Everett, personally appeared before me, executed the foregoing Restrictive Covenant, and acknowledged said execution to be his free and voluntary act and on oath stated that he is authorized to execute said Restrictive Covenant

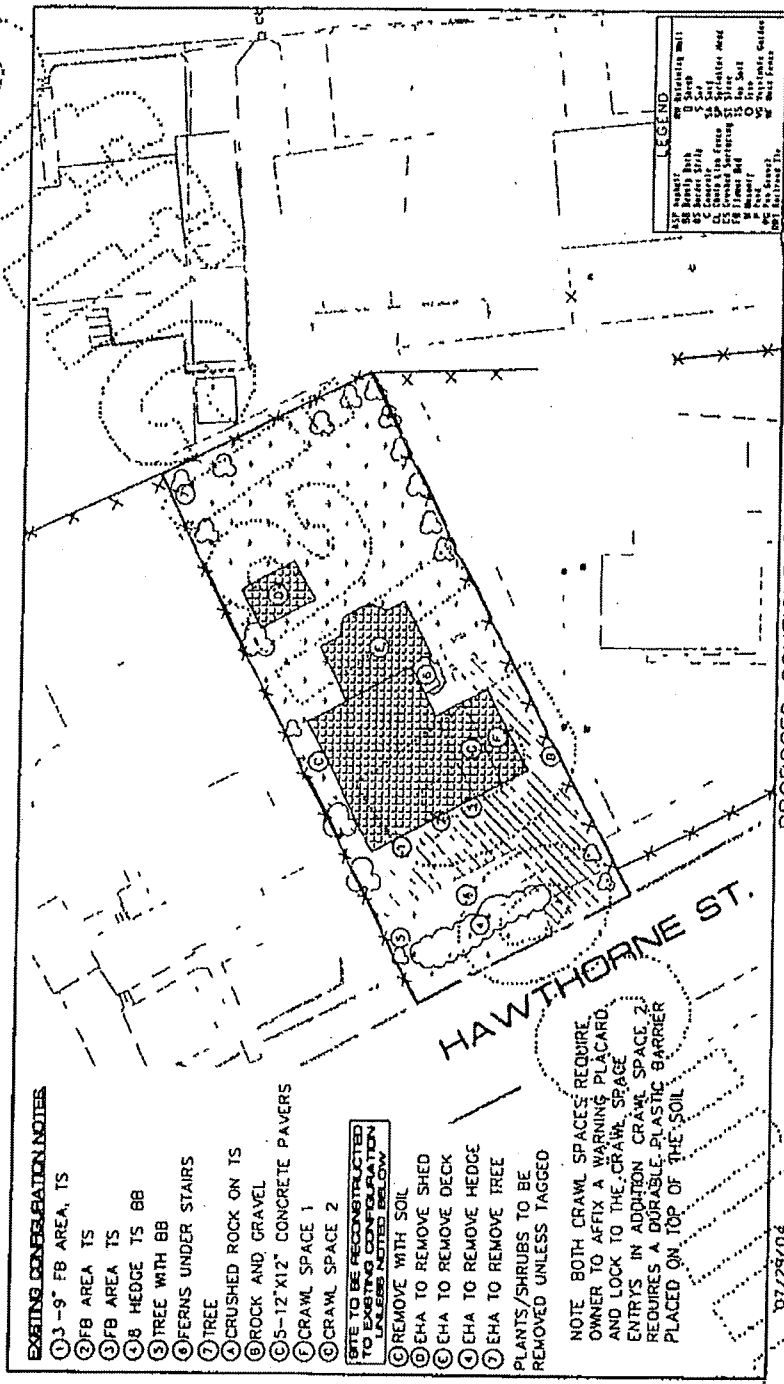
Brenda J. McLeod
Notary Signature

Printed Signature: Brenda J. McLeod



Notary Public in and for the State of Washington Residing in Marysville
My Commission Expires on January 10, 2009

UNAPPROVED



EXISTING CONFIGURATION NOTES

- ① 3'-9" FB AREA, TS
- ② FB AREA TS
- ③ FB AREA TS
- ④ 8 HEDGE TS BB
- ⑤ TREE WITH BB
- ⑥ FERNS UNDER STAIRS
- ⑦ TREE
- ⑧ CRUSHED ROCK ON TS
- ⑨ ROCK AND GRAVEL
- ⑩ 5-12"X12" CONCRETE PAVERS
- ⑪ CRAWL SPACE 1
- ⑫ CRAWL SPACE 2

SITE TO BE RECONSTRUCTED TO EXISTING CONFIGURATION UNLESS NOTED BELOW

- ⑬ REMOVE WITH SOIL
- ⑭ EHA TO REMOVE SHED
- ⑮ EHA TO REMOVE DECK
- ⑯ EHA TO REMOVE HEDGE
- ⑰ EHA TO REMOVE TREE

NOTE BOTH CRAWL SPACES REQUIRE OWNER TO AFFIX A WARNING PLACARD AND LOCK TO THE CRAWL SPACE ENTRIES IN ADDITION CRAWL SPACE 2 REQUIRES A DURABLE PLASTIC BARRIER PLACED ON TOP OF THE SOIL

LEGEND

1" = 10'	Proposed
2" = 10'	Existing
3" = 10'	Proposed
4" = 10'	Existing
5" = 10'	Proposed
6" = 10'	Existing
7" = 10'	Proposed
8" = 10'	Existing
9" = 10'	Proposed
10" = 10'	Existing
11" = 10'	Proposed
12" = 10'	Existing
13" = 10'	Proposed
14" = 10'	Existing
15" = 10'	Proposed
16" = 10'	Existing
17" = 10'	Proposed
18" = 10'	Existing
19" = 10'	Proposed
20" = 10'	Existing
21" = 10'	Proposed
22" = 10'	Existing
23" = 10'	Proposed
24" = 10'	Existing
25" = 10'	Proposed
26" = 10'	Existing
27" = 10'	Proposed
28" = 10'	Existing
29" = 10'	Proposed
30" = 10'	Existing

PROPOSED CONFIGURATION

07729704

IABME 4

Asarco Consulting, Inc

PROPERTY SITE CODE IA-8

SITE ADDRESS 545 HAWTHORNE ST

PROPERTY OWNER Everett Housing Authority

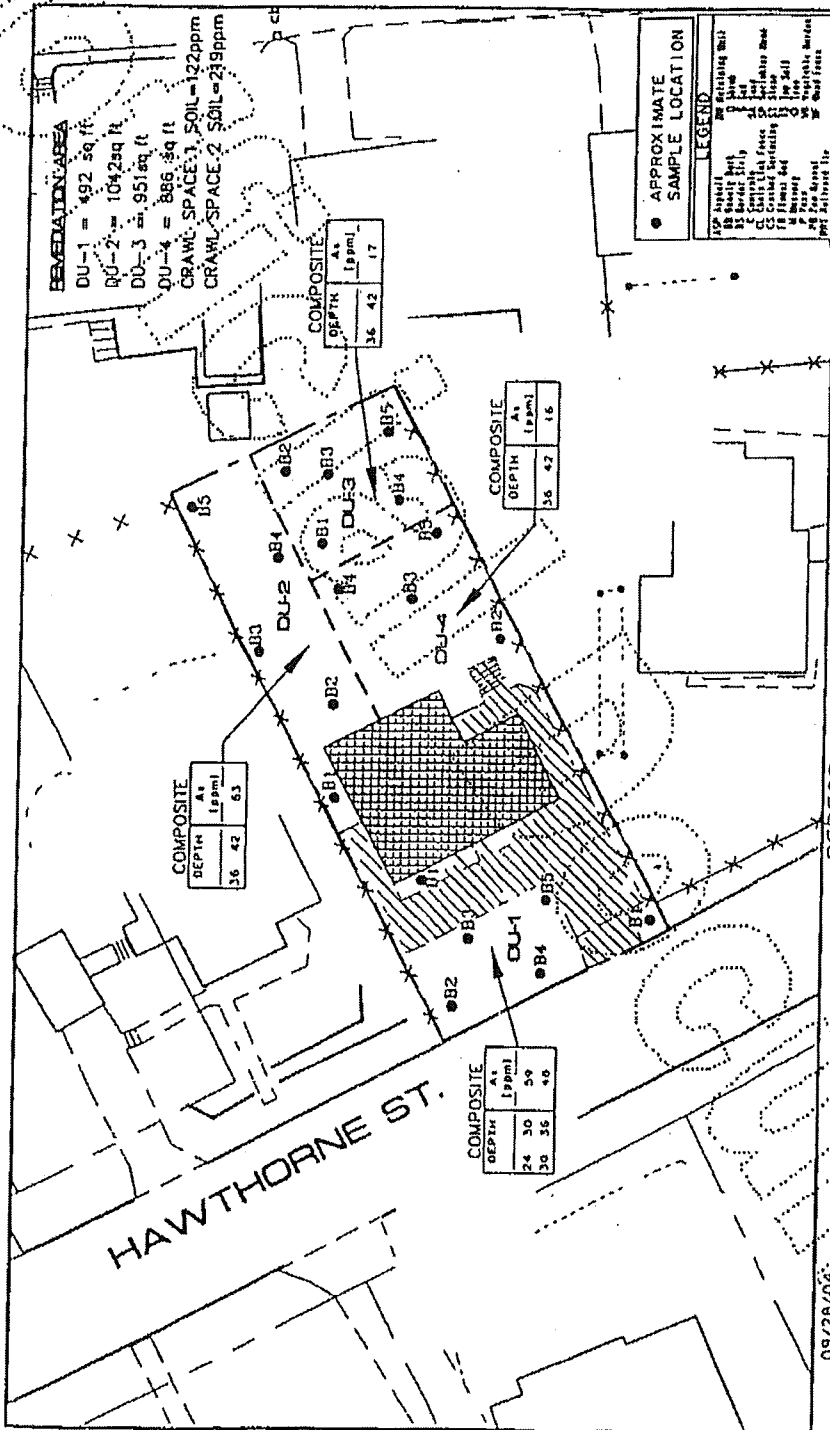
PROPERTY RESIDENT _____

EXHIBIT A

NORTH

SCALE IN FEET

UNAPPROVED



09/28/04

PERFORMANCE MONITORING

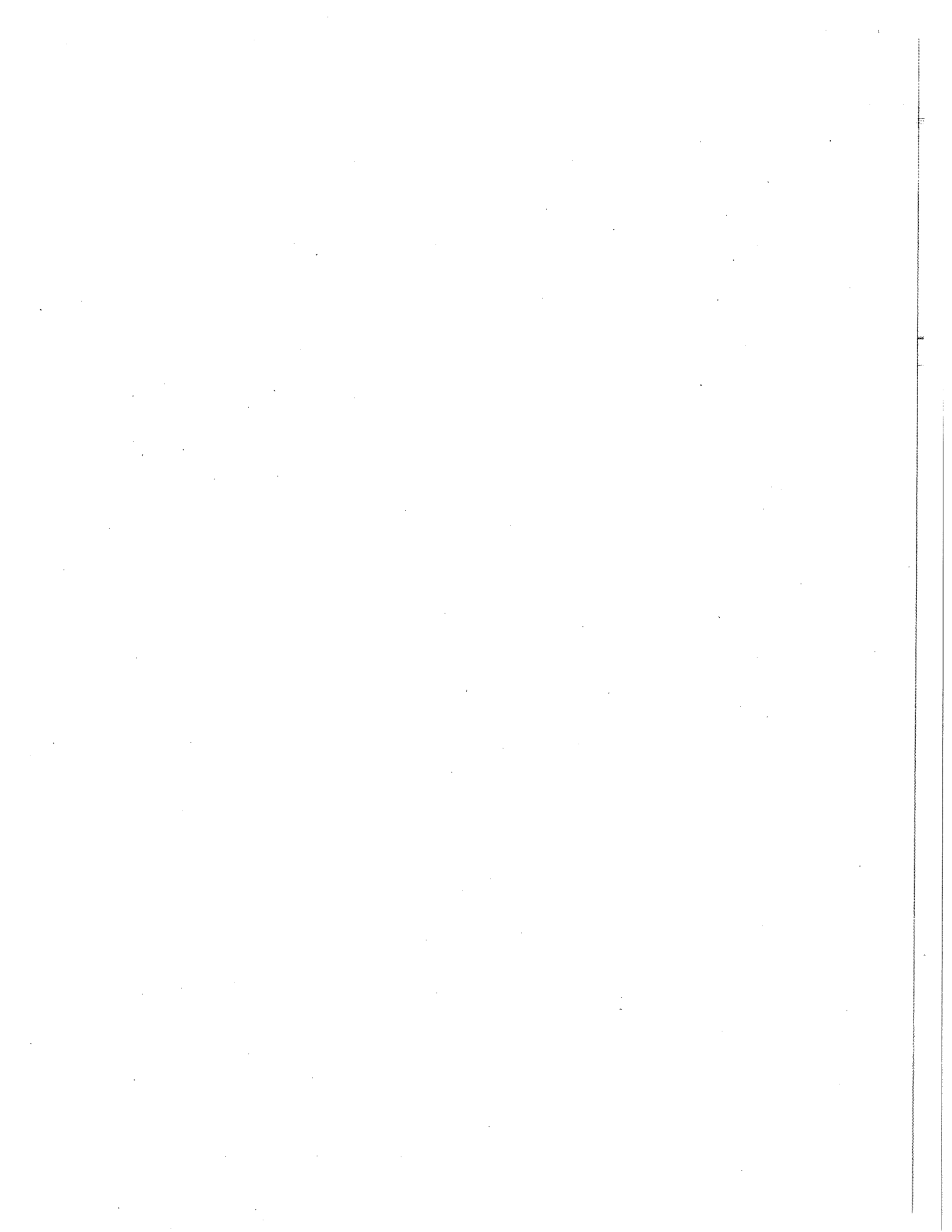
IA/BME 4

Asarco Consulting, Inc.
 PROPERTY SITE CODE IA-B
 SITE ADDRESS 545 HAWTHORNE ST
 PROPERTY OWNER Everett Housing Authority
 PROPERTY RESIDENT

EXHIBIT B



SCALE IN FEET





200504050140 7 PGS
04-05-2005 09:34am \$25.00
SNOHOMISH COUNTY, WASHINGTON

PNWT W-1722-9
Return To:

**Housing Authority of the City of Everett
3107 Colby Avenue, Everett, WA 98201
P. O. Box 1547, Everett, WA 98206-1547
Attention: Bud Alkire-Executive Director**

COVER SHEET - INDEXING FORM

PACIFIC NORTHWEST TITLE

Document Title: **Restrictive Covenant**
Reference #: **N/A**
Grantor/Borrower: **Housing Authority of the City of Everett**
Grantee/Assignee/Beneficiary: **State of Washington, Department of Ecology**
Legal Description: **The Westerly 60 feet of Lots 55 and 56, all in Bridgeway,
V.10 P. 119**
Assessor's Tax Parcel ID #: **003966-000-055-01**

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

**RESTRICTIVE COVENANT
THE HOUSING AUTHORITY OF THE CITY OF EVERETT
555 PILCHUCK PATH, EVERETT, WA 98201**

This Declaration of Restrictive Covenant is made pursuant to RCW 70 105D 030(1)(f) and (g) and WAC 173-340-440 by The Housing Authority of the City of Everett, 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 Restrictive Covenant. The Remedial Action conducted at the property is described in the following document[s].

- Interim Action Report, Everett Smelter Site, Everett, Washington, Asarco Consulting Inc , December 2002
- Everett Smelter Site Final Cleanup Action Plan (FCAP) and Final Environmental Impact Statement for the Upland Area, Everett, Washington, Washington State Department of Ecology, November 19, 1999
- Final Design Report, Everett Smelter Site, Everett, Washington, Asarco Consulting Inc , March 2004
- Construction Specifications, Everett Smelter Site, Everett, Washington, Asarco Consulting Inc , June 2004
- Annual Residential Report (August 2004 – October 2004), Everett, Washington, Asarco Consulting, Inc., December 2004
- Prospective Purchaser Consent Decree RE Asarco Houses, Everett Smelter Site, Everett, Washington, State of Washington Snohomish County Superior Court, No. 04 2 10919 0

These documents are on file at Ecology's Northwest Regional Office

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of Arsenic, which exceed the Model Toxics Control Act Method B for soil and groundwater established under WAC 173-340-740

The undersigned, The Housing Authority of the City of Everett, a public body corporate and politic, is the fee owner of real property (hereafter "Property") in the County of Snohomish, State of Washington that is subject to this Restrictive Covenant. The legal description of the Property is as follows

LEGAL DESCRIPTION

THE WESTERLY 60 FEET OF LOTS 55 AND 56, ALL IN BRIDGEWAY, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10, OF PLATS, PAGE 119, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; (003966-000-055-01)

The Housing Authority of the City of Everett 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 No groundwater may be taken for any purposes from the Property

Section 2(a) A portion of the Property contains Arsenic contaminated soil located beneath the residential structure; beneath the driveway at the south side of the residence; and beneath the concrete stairs at the front (west) entrance to the residence. The asphalt driveway and concrete stairs are shown in a crosshatched pattern on the Proposed Configuration plan, which is attached as Exhibit A. The Performance Monitoring plan for the aforementioned property is attached as Exhibit B. The Owner shall not alter, modify, or remove the existing structures[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, including prior approval by Ecology of the Owner's plans to properly manage contaminated soil.

Section 2(h) Soil contamination remains on all portions of the lot surrounding the residence, underneath a cap consisting of a minimum of two feet of clean soil. Any activity on these areas or in close proximity to these areas of the Property that may result in the release or exposure of the contaminated soil that was contained as part of the Remedial Action, or create a new exposure pathway is prohibited without prior written approval from Ecology, including prior approval by Ecology of the Owner's plans to properly manage contaminated soil.

Examples of activities requiring Ecology approval include activities such as drilling, digging, bulldozing or other earthwork when any such activity penetrates the fill by more than 18 inches (except for the installation of fence posts as discussed further below), or the placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capability. Prior Ecology approval is not required when activity is undertaken that affects only the top 18 inches or less of the soil cap and therefore does not result in exposure of any contaminated soils that remain under the cap, provided such activity does not stress the surface beyond its load bearing capability, and provided a minimum of two feet of clean soil will

be in place at the completion of the activity

The Owner may, however, install fence posts or other posts when doing so would disturb soil below a depth of 18 inches, without prior Ecology approval. Contaminated soil brought to the surface by installation of fence posts or other posts must be placed into containers or covered with plastic sheeting to prevent contact, especially contact by children. The contaminated soil may be returned to the hole as fill around the fence post. At the conclusion of the post installation the contaminated soil must either be (1) beneath two feet of clean fill, or (2) if placed within two feet of the surface, capped with a minimum of 3 inches of concrete or asphalt at the top of the hole. Any contaminated soil, which cannot be managed on site, must be disposed of off-site at a properly permitted facility.

If structures, paving, or asphalt are constructed or placed on the property at any point in the future, and contaminated soil is contained beneath the structure, paving, or asphalt, the Owner shall not alter, modify, or remove the structures, paving, or asphalt 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, including prior written approval of the Owner's plans to properly manage contaminated soil.

Section 3 Except as provided in Sections 2(a) and 2(b), any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment, or that may result in a 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.

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

The Housing Authority of the City of Everett, a public body corporate and politic

By: *Bud Alkire*
Bud Alkire, Executive Director

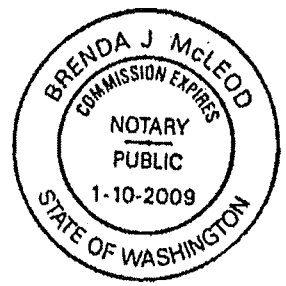
Date Signed: April 4, 2005

State of Washington
County of Snohomish

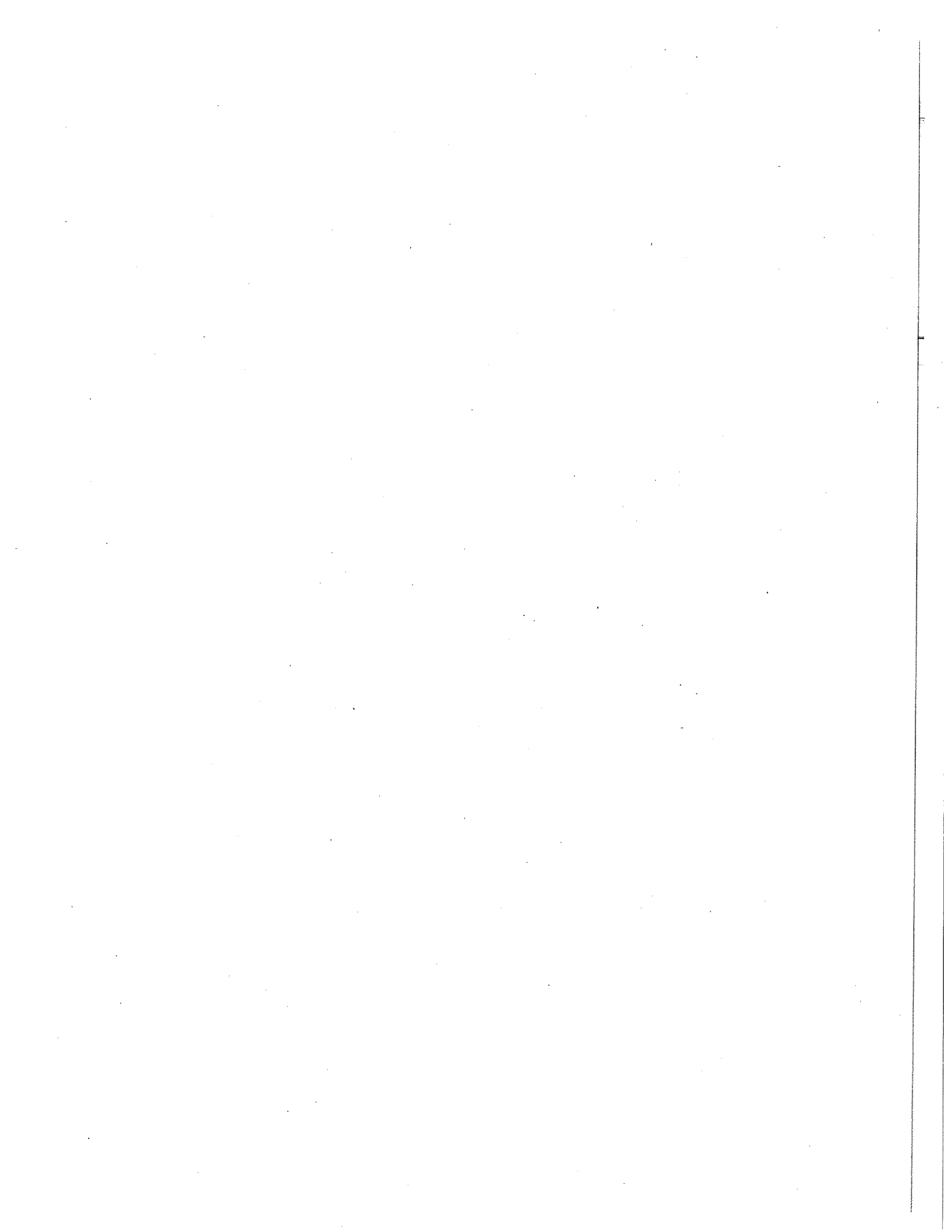
On this 4th day of April, 2005, the above-signed Bud Alkire, known to me to be the Executive Director of the Housing Authority of the City of Everett, personally appeared before me, executed the foregoing Restrictive Covenant, and acknowledged said execution to be his free and voluntary act and on oath stated that he is authorized to execute said Restrictive Covenant

Brenda J. McLeod
Notary Signature

Printed Signature: Brenda J. McLeod



Notary Public in and for the State of Washington Residing in Marysville
My Commission Expires on January 10, 2009





200504050135 7 PGS
04-05-2005 09:34am \$25.00
SNOHOMISH COUNTY, WASHINGTON

PNWT 16-17221-9

Return To:

**Housing Authority of the City of Everett
3107 Colby Avenue, Everett, WA 98201
P. O. Box 1547, Everett, WA 98206-1547
Attention: Bud Alkire-Executive Director**

COVER SHEET – INDEXING FORM

PACIFIC NORTHWEST TITLE

Document Title: **Restrictive Covenant**
Reference #: **N/A**
Grantor/Borrower: **Housing Authority of the City of Everett**
Grantee/Assignee/Beneficiary: **State of Washington, Department of Ecology**
Legal Description: **Lot 11, All in Bridgeway, V.10 P. 119**
Assessor's Tax Parcel ID #: **003966-000-011-00**

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

**RESTRICTIVE COVENANT
THE HOUSING AUTHORITY OF THE CITY OF EVERETT
558 EAST MARINE VIEW DRIVE, EVERETT, WA. 98201**

This Declaration of Restrictive Covenant is made pursuant to RCW 70 105D 030(1)(f) and (g) and WAC 173-340-440 by The Housing Authority of the City of Everett, 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 Restrictive Covenant. The Remedial Action conducted at the property is described in the following document[s]

- Interim Action Report, Everett Smelter Site, Everett, Washington, Asarco Consulting Inc , December 2002
- Everett Smelter Site Final Cleanup Action Plan (FCAP) and Final Environmental Impact Statement for the Upland Area, Everett, Washington; Washington State Department of Ecology, November 19, 1999
- Final Design Report, Everett Smelter Site, Everett, Washington, Asarco Consulting Inc , March 2004
- Construction Specifications, Everett Smelter Site, Everett, Washington, Asarco Consulting Inc , June 2004
- Annual Residential Report (August 2004 – October 2004), Everett, Washington, Asarco Consulting, Inc , December 2004
- Prospective Purchaser Consent Decree RE Asarco Houses, Everett Smelter Site, Everett, Washington, State of Washington Snohomish County Superior Court, No. 04 2 10919 0

These documents are on file at Ecology's Northwest Regional Office

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of Arsenic, which exceed the Model Toxics Control Act Method B for soil and groundwater established under WAC 173-340-740

The undersigned, The Housing Authority of the City of Everett, a public body corporate and politic, is the fee owner of real property (hereafter "Property") in the County of Snohomish, State of Washington that is subject to this Restrictive Covenant. The legal description of the Property is as follows

LEGAL DESCRIPTION

LOT 11, ALL IN BRIDGEWAY, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGE 119, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, (003966-000-011-00)

The Housing Authority of the City of Everett 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 No groundwater may be taken for any purposes from the Property

Section 2(a) A portion of the Property contains Arsenic contaminated soil located in the crawlspace beneath the residential structure, beneath the foundations of the residence and beneath the walkway to the west and south of the residence. The concrete sidewalk is shown in a crosshatched pattern on the Proposed Configuration plan, which is attached as Exhibit A. The Performance Monitoring plan for the aforementioned property is attached as Exhibit B. The Owner shall not alter, modify, or remove the existing structures[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, including prior approval by Ecology of the Owner's plans to properly manage contaminated soil.

Section 2(b) Soil contamination remains on all portions of the lot surrounding the residence, underneath a cap consisting of a minimum of two feet of clean soil. Any activity on these areas or in close proximity to these areas of the Property that may result in the release or exposure of the contaminated soil that was contained as part of the Remedial Action, or create a new exposure pathway is prohibited without prior written approval from Ecology, including prior approval by Ecology of the Owner's plans to properly manage contaminated soil.

Examples of activities requiring Ecology approval include activities such as drilling, digging, bulldozing or other earthwork when any such activity penetrates the fill by more than 18 inches (except for the installation of fence posts as discussed further below), or the placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capability. Prior Ecology approval is not required when activity is undertaken that affects only the top 18 inches or less of the soil cap and therefore does not result in exposure of any contaminated soils that remain under the cap, provided such activity does not stress the surface beyond its load bearing capability, and provided a minimum of two feet of clean soil will

be in place at the completion of the activity.

The Owner may, however, install fence posts or other posts when doing so would disturb soil below a depth of 18 inches, without prior Ecology approval. Contaminated soil brought to the surface by installation of fence posts or other posts must be placed into containers or covered with plastic sheeting to prevent contact, especially contact by children. The contaminated soil may be returned to the hole as fill around the fence post. At the conclusion of the post installation the contaminated soil must either be (1) beneath two feet of clean fill, or (2) if placed within two feet of the surface, capped with a minimum of 3 inches of concrete or asphalt at the top of the hole. Any contaminated soil, which cannot be managed on site, must be disposed of off-site at a properly permitted facility.

If structures, paving, or asphalt are constructed or placed on the property at any point in the future, and contaminated soil is contained beneath the structure, paving, or asphalt, the Owner shall not alter, modify, or remove the structures, paving, or asphalt 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, including prior written approval of the Owner's plans to properly manage contaminated soil.

Section 3. Except as provided in Sections 2(a) and 2(b), any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment, or that may result in a 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.

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.

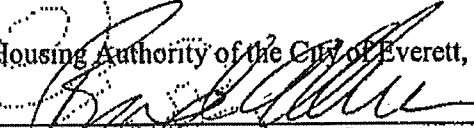
Section 6. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Restrictive Covenant. Ecology may approve any inconsistent use only after public notice and comment.

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.

The Housing Authority of the City of Everett, a public body corporate and politic

By 
Bud Alkire, Executive Director

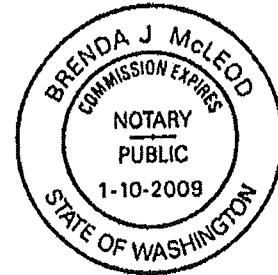
Date Signed: April 4, 2005

State of Washington
County of Snohomish

On this 4th day of April, 2005, the above-signed Bud Alkire, known to me to be the Executive Director of the Housing Authority of the City of Everett, personally appeared before me, executed the foregoing Restrictive Covenant, and acknowledged said execution to be his free and voluntary act and on oath stated that he is authorized to execute said Restrictive Covenant

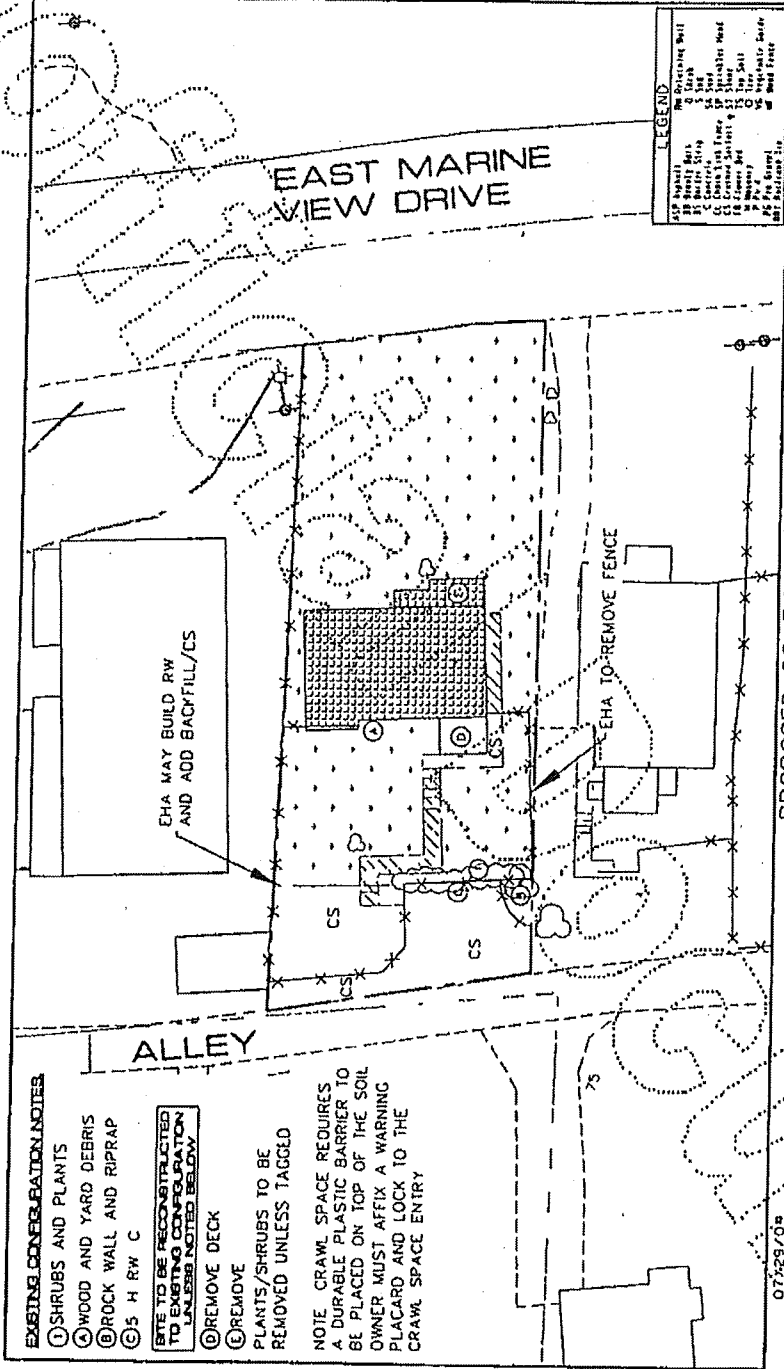

Notary Signature

Printed Signature: Brenda J. McLeod



Notary Public in and for the State of Washington Residing in Marysville
My Commission Expires on January 10, 2009

UNOFFICIAL COPY



EXISTING CONFIGURATION NOTES

- 1 SHRUBS AND PLANTS
 - 2 WOOD AND YARD DEBRIS
 - 3 ROCK WALL AND RIPRAP
 - 4 5 H RW C
- NOTE TO BE RECONSTRUCTED TO EXISTING CONFIGURATION UNLESS NOTED BELOW**
- 1 REMOVE DECK
 - 2 REMOVE
 - 3 REMOVE
 - 4 REMOVE
 - 5 REMOVE
 - 6 REMOVE
 - 7 REMOVE
 - 8 REMOVE
 - 9 REMOVE
 - 10 REMOVE
 - 11 REMOVE
 - 12 REMOVE
 - 13 REMOVE
 - 14 REMOVE
 - 15 REMOVE
 - 16 REMOVE
 - 17 REMOVE
 - 18 REMOVE
 - 19 REMOVE
 - 20 REMOVE
 - 21 REMOVE
 - 22 REMOVE
 - 23 REMOVE
 - 24 REMOVE
 - 25 REMOVE
 - 26 REMOVE
 - 27 REMOVE
 - 28 REMOVE
 - 29 REMOVE
 - 30 REMOVE
 - 31 REMOVE
 - 32 REMOVE
 - 33 REMOVE
 - 34 REMOVE
 - 35 REMOVE
 - 36 REMOVE
 - 37 REMOVE
 - 38 REMOVE
 - 39 REMOVE
 - 40 REMOVE
 - 41 REMOVE
 - 42 REMOVE
 - 43 REMOVE
 - 44 REMOVE
 - 45 REMOVE
 - 46 REMOVE
 - 47 REMOVE
 - 48 REMOVE
 - 49 REMOVE
 - 50 REMOVE
 - 51 REMOVE
 - 52 REMOVE
 - 53 REMOVE
 - 54 REMOVE
 - 55 REMOVE
 - 56 REMOVE
 - 57 REMOVE
 - 58 REMOVE
 - 59 REMOVE
 - 60 REMOVE
 - 61 REMOVE
 - 62 REMOVE
 - 63 REMOVE
 - 64 REMOVE
 - 65 REMOVE
 - 66 REMOVE
 - 67 REMOVE
 - 68 REMOVE
 - 69 REMOVE
 - 70 REMOVE
 - 71 REMOVE
 - 72 REMOVE
 - 73 REMOVE
 - 74 REMOVE
 - 75 REMOVE
 - 76 REMOVE
 - 77 REMOVE
 - 78 REMOVE
 - 79 REMOVE
 - 80 REMOVE
 - 81 REMOVE
 - 82 REMOVE
 - 83 REMOVE
 - 84 REMOVE
 - 85 REMOVE
 - 86 REMOVE
 - 87 REMOVE
 - 88 REMOVE
 - 89 REMOVE
 - 90 REMOVE
 - 91 REMOVE
 - 92 REMOVE
 - 93 REMOVE
 - 94 REMOVE
 - 95 REMOVE
 - 96 REMOVE
 - 97 REMOVE
 - 98 REMOVE
 - 99 REMOVE
 - 100 REMOVE

NOTE CRAWL SPACE REQUIRES A DURABLE PLASTIC BARRIER TO BE PLACED ON TOP OF THE SOIL OWNER MUST AFFIX A WARNING PLACARD AND LOCK TO THE CRAWL SPACE ENTRY

07/25/05

PROPOSED CONFIGURATION

IA25ME 4

Asarco Consulting, Inc

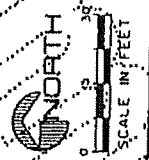
PROPERTY SITE CODE IA-25

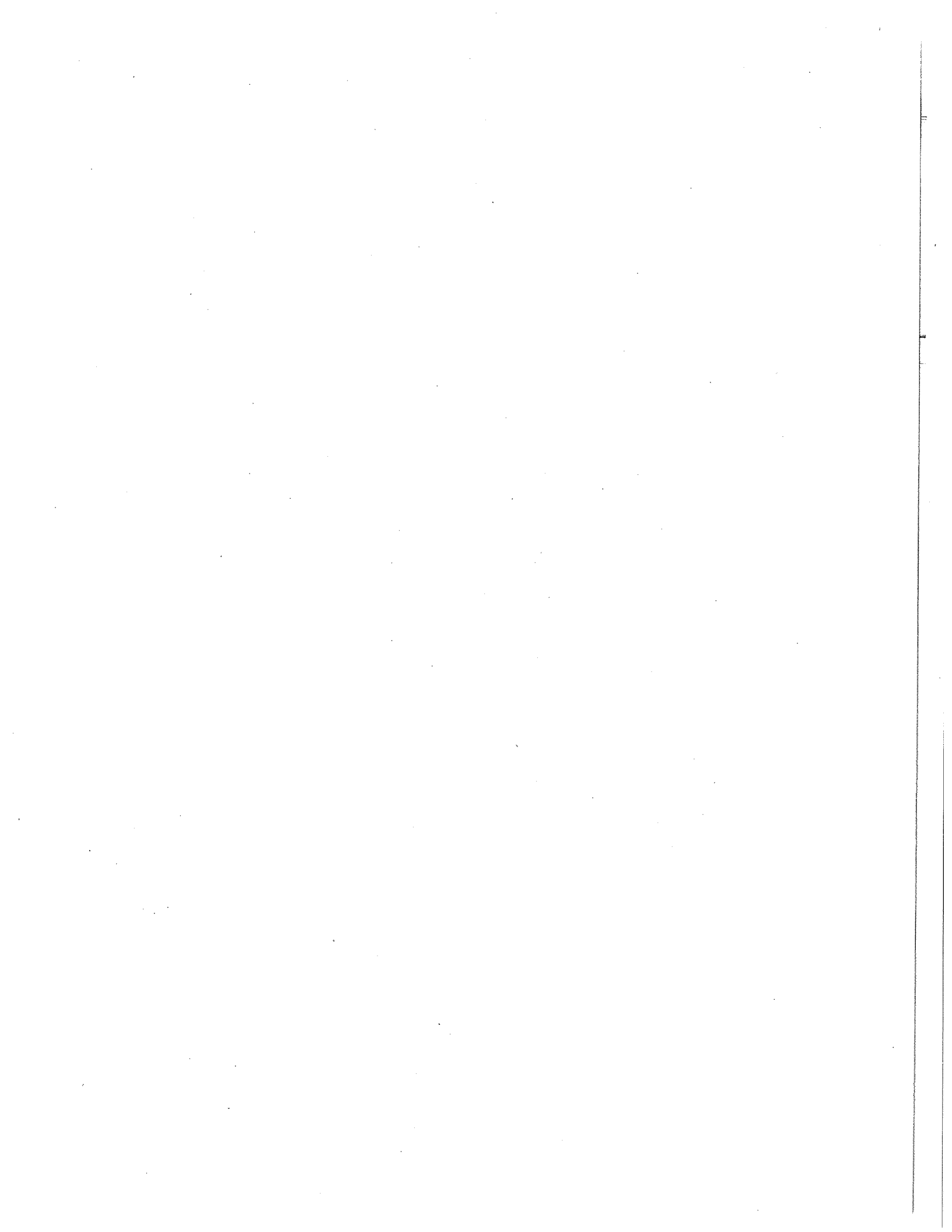
SITE ADDRESS 55B East Marine View Drive

PROPERTY OWNER Everett Housing Authority

PROPERTY RESIDENT _____

exhibit A







200504050139 7 PGS
04-05-2005 09:34am \$25.00
SNOHOMISH COUNTY, WASHINGTON

PNWT W-17221-9
Return To:

**Housing Authority of the City of Everett
3107 Colby Avenue, Everett, WA 98201
P. O. Box 1547, Everett, WA 98206-1547
Attention: Bud Alkire-Executive Director**

COVER SHEET – INDEXING FORM

PACIFIC NORTHWEST TITLE

Document Title: **Restrictive Covenant**
Reference #: **N/A**
Grantor/Borrower: **Housing Authority of the City of Everett**
Grantee/Assignee/Beneficiary: **State of Washington, Department of Ecology**
Legal Description: **Lot 10, All in Bridgeway, V.10 P. 119**
Assessor's Tax Parcel ID #: **003966-000-010-00**

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

**RESTRICTIVE COVENANT
THE HOUSING AUTHORITY OF THE CITY OF EVERETT
560 EAST MARINE VIEW DRIVE, EVERETT, WA. 98201**

This Declaration of Restrictive Covenant is made pursuant to RCW 70 105D 030(1)(f) and (g) and WAC 173-340-440 by The Housing Authority of the City of Everett, 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 Restrictive Covenant. The Remedial Action conducted at the property is described in the following document[s]

- Interim Action Report, Everett Smelter Site, Everett, Washington, Asarco Consulting Inc , December 2002
- Everett Smelter Site Final Cleanup Action Plan (FCAP) and Final Environmental Impact Statement for the Upland Area, Everett, Washington, Washington State Department of Ecology, November 19, 1999
- Final Design Report, Everett Smelter Site, Everett, Washington, Asarco Consulting Inc , March 2004
- Construction Specifications, Everett Smelter Site, Everett, Washington, Asarco Consulting Inc , June 2004
- Annual Residential Report (August 2004 – October 2004), Everett, Washington, Asarco Consulting, Inc , December 2004
- Prospective Purchaser Consent Decree RE Asarco Houses, Everett Smelter Site, Everett, Washington, State of Washington Snohomish County Superior Court, No. 04 2 10919 0

These documents are on file at Ecology's Northwest Regional Office

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of Arsenic, which exceed the Model Toxics Control Act Method B for soil and groundwater established under WAC 173-340-740.

The undersigned, The Housing Authority of the City of Everett, a public body corporate and politic, is the fee owner of real property (hereafter "Property") in the County of Snohomish, State of Washington that is subject to this Restrictive Covenant. The legal description of the Property is as follows.

LEGAL DESCRIPTION

LOT 10, AEL IN BRIDGEWAY, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGE 119, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, (003966-000-010-00)

The Housing Authority of the City of Everett 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 No groundwater may be taken for any purposes from the Property

Section 2(a) A portion of the Property contains Arsenic contaminated soil located in the crawlspace, beneath the residential structure, beneath the foundations of the residential structure and beneath the concrete walkway to the north and west of the residence. The concrete sidewalk is shown in a crosshatched pattern on the Proposed Configuration plan, which is attached as Exhibit A. The Performance Monitoring plan for the aforementioned property is attached as Exhibit B. The Owner shall not alter, modify, or remove the existing structures[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, including prior approval by Ecology of the Owner's plans to properly manage contaminated soil.

Section 2(b) Soil contamination remains on all portions of the lot surrounding the residence, underneath a cap consisting of a minimum of two feet of clean soil. Any activity on these areas or in close proximity to these areas of the Property that may result in the release or exposure of the contaminated soil that was contained as part of the Remedial Action, or create a new exposure pathway is prohibited without prior written approval from Ecology, including prior approval by Ecology of the Owner's plans to properly manage contaminated soil.

Examples of activities requiring Ecology approval include activities such as drilling, digging, bulldozing or other earthwork when any such activity penetrates the fill by more than 18 inches (except for the installation of fence posts as discussed further below), or the placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capability. Prior Ecology approval is not required when activity is undertaken that affects only the top 18 inches or less of the soil cap and therefore does not result in exposure of any contaminated soils that remain under the cap, provided such activity does not stress the surface beyond its load bearing capability, and provided a minimum of two feet of clean soil will

be in place at the completion of the activity

The Owner may, however, install fence posts or other posts when doing so would disturb soil below a depth of 18 inches, without prior Ecology approval. Contaminated soil brought to the surface by installation of fence posts or other posts must be placed into containers or covered with plastic sheeting to prevent contact, especially contact by children. The contaminated soil may be returned to the hole as fill around the fence post. At the conclusion of the post installation the contaminated soil must either be (1) beneath two feet of clean fill, or (2) if placed within two feet of the surface, capped with a minimum of 3 inches of concrete or asphalt at the top of the hole. Any contaminated soil, which cannot be managed on site, must be disposed of off-site at a properly permitted facility.

If structures, paving, or asphalt are constructed or placed on the property at any point in the future, and contaminated soil is contained beneath the structure, paving, or asphalt, the Owner shall not alter, modify, or remove the structures, paving, or asphalt 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, including prior written approval of the Owner's plans to properly manage contaminated soil

Section 3 Except as provided in Sections 2(a) and 2(b), any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment, or that may result in a 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

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

The Housing Authority of the City of Everett, a public body corporate and politic

By: *Bud Alkire*
Bud Alkire, Executive Director

Date Signed: April 4, 2005

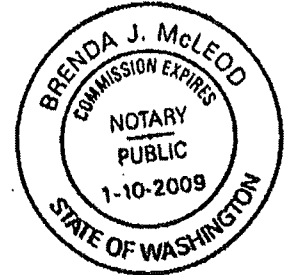
State of Washington
County of Snohomish

On this 4th day of April, 2005, the above-signed Bud Alkire, known to me to be the Executive Director of the Housing Authority of the City of Everett, personally appeared before me, executed the foregoing Restrictive Covenant, and acknowledged said execution to be his free and voluntary act and on oath stated that he is authorized to execute said Restrictive Covenant.

Brenda J. McLeod

Notary Signature

Printed Signature: Brenda J. McLeod



Notary Public in and for the State of Washington Residing in Marysville
My Commission Expires on January 10, 2009

DRAFT

ALLEY

EAST MARINE VIEW DRIVE

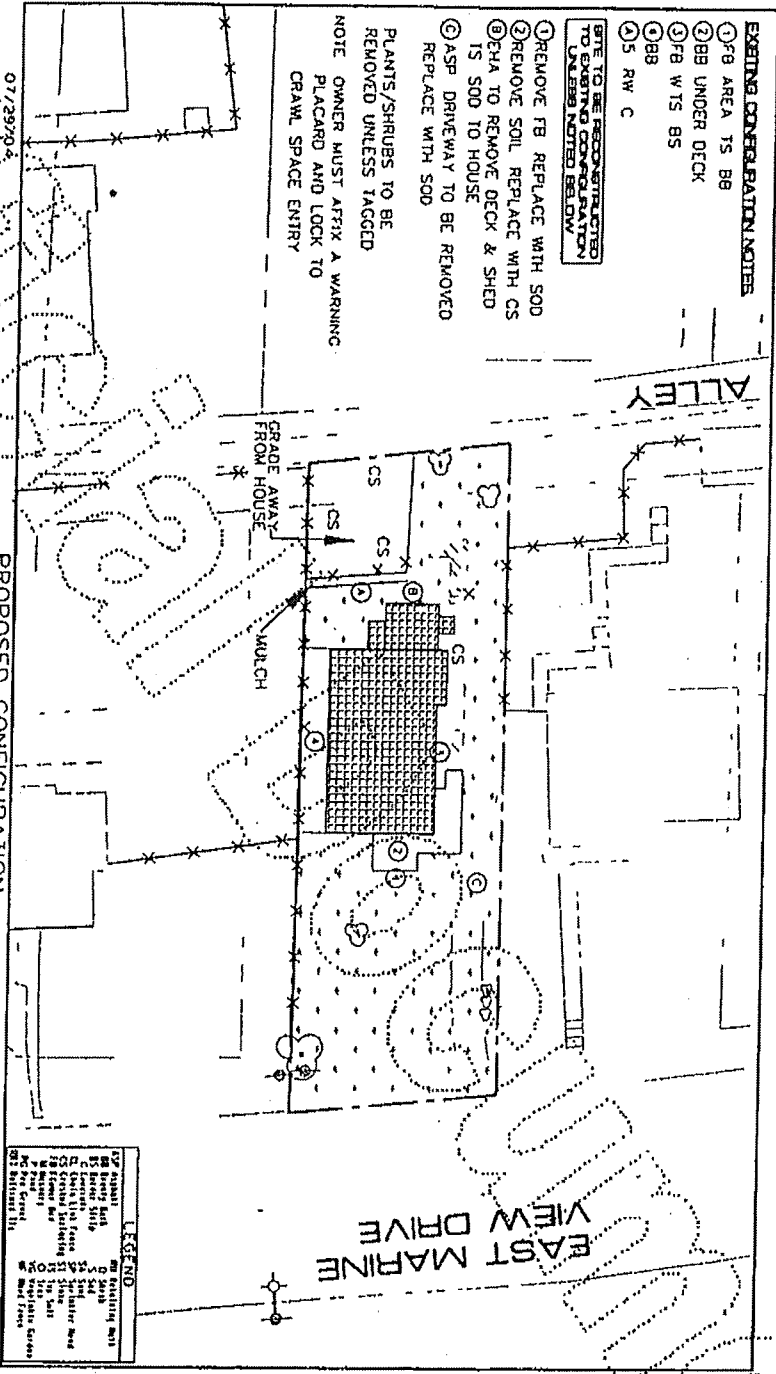
EXISTING CONSERVATION NOTES

- ① FG AREA TS BS
- ② BB UNDER DECK
- ③ FB WTS BS
- ④ BB
- ⑤ RW C

NOTE TO BE RECONSTRUCTED TO EXISTING UNLESS NOTED BELOW

- ① REMOVE FB REPLACE WITH SOD
- ② REMOVE SOIL REPLACE WITH CS
- ③ EVA TO REMOVE DECK & SHED IS SOD TO HOUSE
- ④ ASP DRIVEWAY TO BE REMOVED REPLACE WITH SOD

PLANTS/SHRUBS TO BE REMOVED UNLESS TAGGED
NOTE OWNER MUST AFFIX A WARNING PLACARD AND LOCK TO CRAWL SPACE ENTRY



PROPOSED CONFIGURATION

1A26MC4

LEGEND

CS	Concrete
FB	Foundation
BB	Basement
RW	Right of Way
SOD	Sod
CS	Concrete
FB	Foundation
BB	Basement
RW	Right of Way
SOD	Sod
CS	Concrete
FB	Foundation
BB	Basement
RW	Right of Way
SOD	Sod



EXHIBIT A

SCALE IN FEET

Asarco Consulting, Inc
PROPERTY SITE CODE 1A-26
SITE ADDRESS 560 East Marine View Drive
PROPERTY OWNER Everett Housing Authority
PROPERTY RESIDENT _____

DRAFT

DRAFT

Asarco Consulting, Inc

PROPERTY SITE CODE IA-26

SITE ADDRESS 560 East Marine View Drive

PROPERTY OWNER Everett Housing Authority

PROPERTY RESIDENT _____

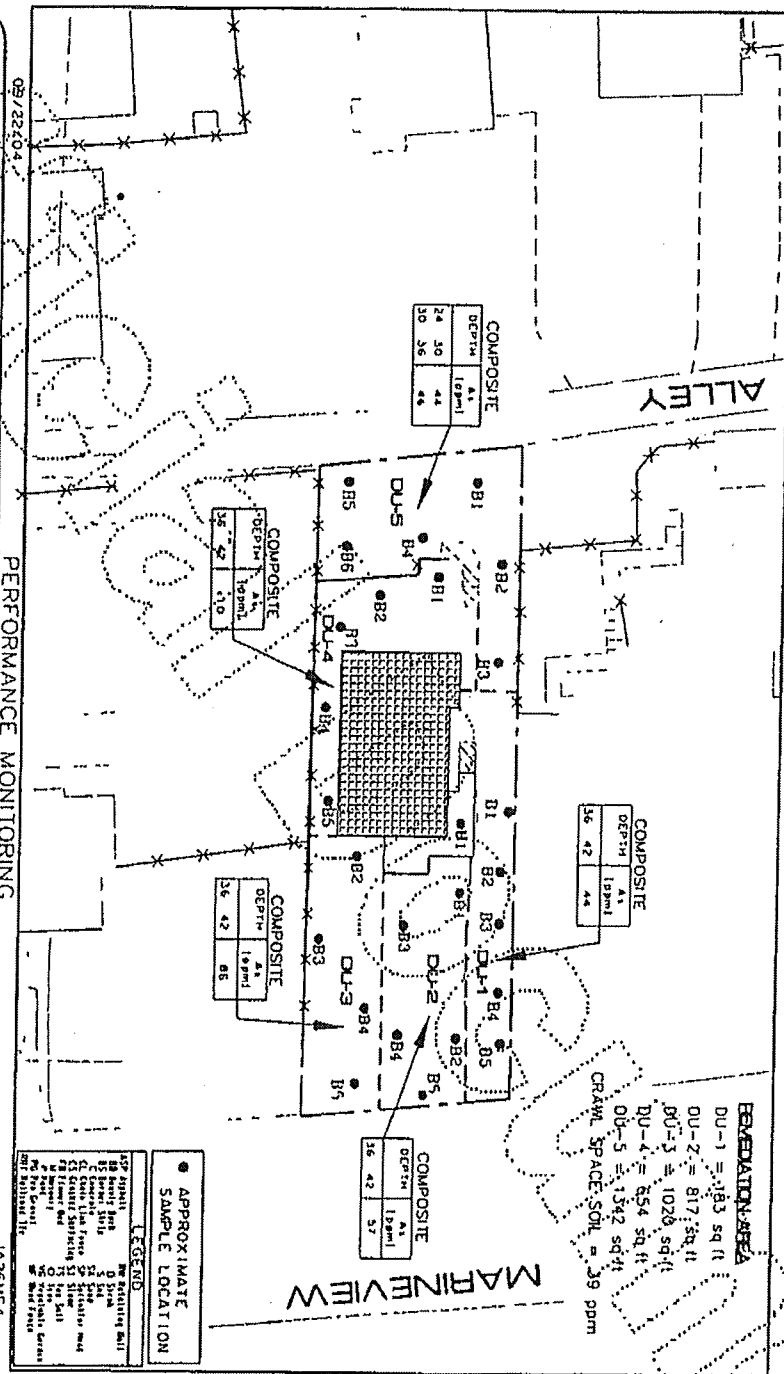
PERFORMANCE MONITORING

09/22/04

SCALE IN FEET

NORTH

EXHIBIT B



REMEDIATION AREAS

DU-1 = 1183 sq ft

DU-2 = 817 sq ft

DU-3 = 1020 sq ft

DU-4 = 854 sq ft

DU-5 = 1342 sq ft

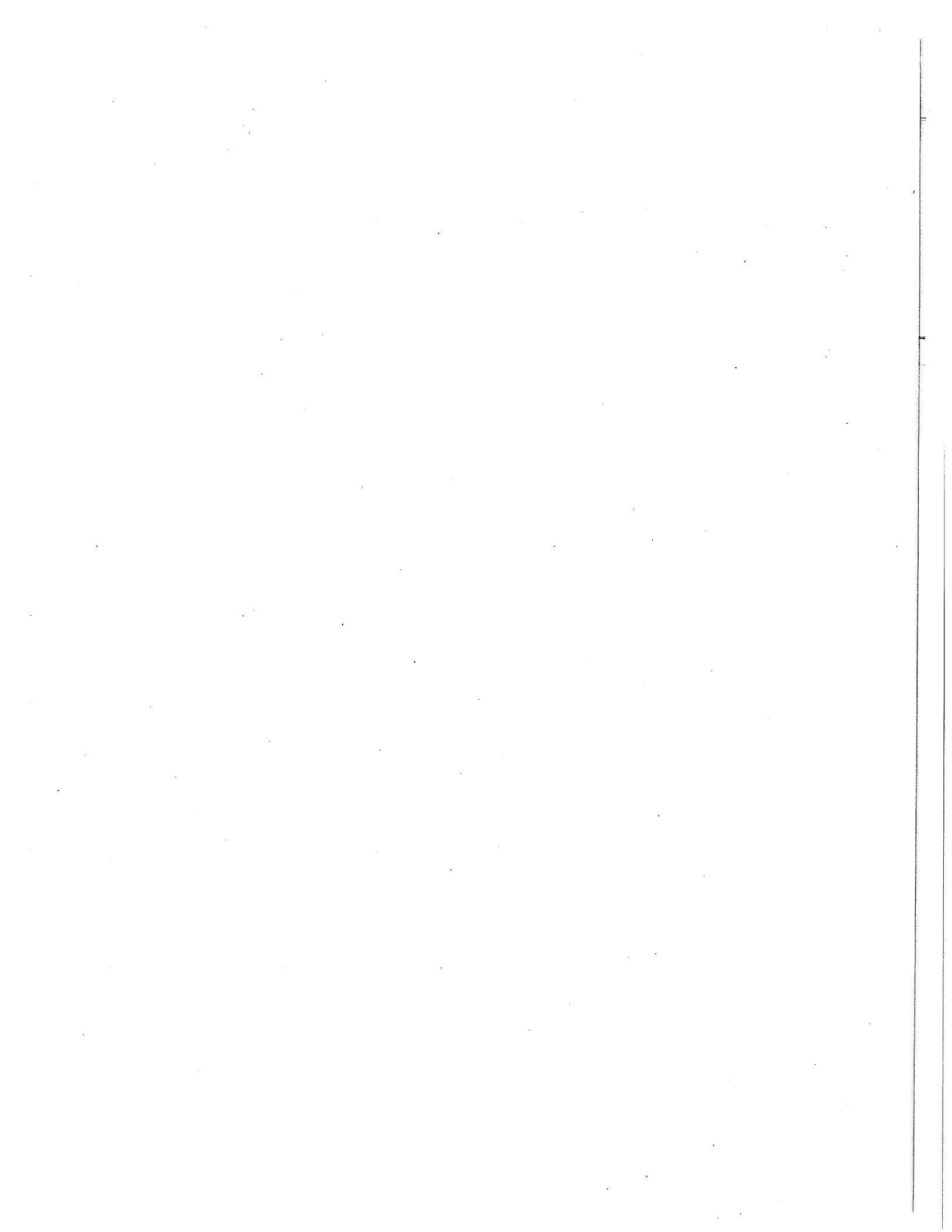
CRAWL SPACE SOIL = .39 ppm

APPROXIMATE SAMPLE LOCATION

LEGEND

SP	Asphalt
BB	Basement
CE	Concrete
CL	Clay
CS	Crack
CU	Crawl Space
FL	Fluoride
GL	Gravel
GR	Grass
IR	Iron
MS	Mud
PA	Paint
PC	Polystyrene
PE	Peel
PL	Plastic
PO	Porcelain
PS	Polystyrene
PU	Paint
RE	Refrigerator
RO	Roof
SD	Soil
SI	Stucco
ST	Stair
TA	Tar
TR	Trunk
UR	Urethane
VA	Vinyl
VE	Veneer
VI	Vinyl
VO	Vulcanized Rubber
WO	Wood
ZO	Zirconium

1A26ME4





200504050138 7 PGS
04-05-2005 09:34am \$25.00
SNOHOMISH COUNTY, WASHINGTON

PNWT W-1721-9

Return To:

**Housing Authority of the City of Everett
3107 Colby Avenue, Everett, WA 98201
P. O. Box 1547, Everett, WA 98206-1547
Attention: Bud Alkire-Executive Director**

COVER SHEET – INDEXING FORM

PACIFIC NORTHWEST TITLE

Document Title: **Restrictive Covenant**
Reference #: **N/A**
Grantor/Borrower: **Housing Authority of the City of Everett**
Grantee/Assignee/Beneficiary: **State of Washington, Department of Ecology**
Legal Description: **Lots 8 and 9, All in Bridgeway, V.10 P. 119**
Assessor's Tax Parcel ID #: **003966-000-008-00**

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

**RESTRICTIVE COVENANT
THE HOUSING AUTHORITY OF THE CITY OF EVERETT
566 EAST MARINE VIEW DRIVE, EVERETT, WA 98201**

This Declaration of Restrictive Covenant is made pursuant to RCW 70 105D 030(1)(f) and (g) and WAC 173-340-440 by The Housing Authority of the City of Everett, 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 Restrictive Covenant. The Remedial Action conducted at the property is described in the following document[s]:

- Interim Action Report, Everett Smelter Site, Everett, Washington, Asarco Consulting Inc , December 2002
- Everett Smelter Site Final Cleanup Action Plan (FCAP) and Final Environmental Impact Statement for the Upland Area, Everett, Washington, Washington State Department of Ecology, November 19, 1999
- Final Design Report, Everett Smelter Site, Everett, Washington, Asarco Consulting Inc , March 2004
- Construction Specifications, Everett Smelter Site, Everett, Washington, Asarco Consulting Inc., June 2004
- Annual Residential Report (August 2004 – October 2004), Everett, Washington, Asarco Consulting, Inc., December 2004
- Prospective Purchaser Consent Decree RE: Asarco Houses, Everett Smelter Site, Everett, Washington, State of Washington Snohomish County Superior Court, No. 04 2 10919 0

These documents are on file at Ecology's Northwest Regional Office

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of Arsenic, which exceed the Model Toxics Control Act Method B for soil and groundwater established under WAC 173-340-740

The undersigned, The Housing Authority of the City of Everett, a public body corporate and politic, is the fee owner of real property (hereafter "Property") in the County of Snohomish, State of Washington that is subject to this Restrictive Covenant. The legal description of the Property is as follows:

LEGAL DESCRIPTION

LOTS 8 AND 9, ALL IN BRIDGEWAY, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGE 119, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; (003966-000-008-00)

The Housing Authority of the City of Everett 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. No groundwater may be taken for any purposes from the Property.

Section 2(a) A portion of the Property contains Arsenic contaminated soil located beneath the residential structure, the driveway and concrete stairs to the south of the residence; the concrete stairs at the main (east) entry to the residence, and beneath the existing cedar hedge located to the east of the residence adjacent to East Marine View Drive. The concrete sidewalk is shown in a crosshatched pattern on the Proposed Configuration plan, which is attached as Exhibit A. The Performance Monitoring plan for the aforementioned property is attached as Exhibit B. The Owner shall not alter, modify, or remove the existing structures[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, including prior approval by Ecology of the Owner's plans to properly manage contaminated soil.

Section 2(b) Soil contamination remains on all portions of the lot surrounding the residence, underneath a cap consisting of a minimum of two feet of clean soil. Any activity on these areas or in close proximity to these areas of the Property that may result in the release or exposure of the contaminated soil that was contained as part of the Remedial Action, or create a new exposure pathway is prohibited without prior written approval from Ecology, including prior approval by Ecology of the Owner's plans to properly manage contaminated soil.

Examples of activities requiring Ecology approval include activities such as drilling, digging, bulldozing or other earthwork when any such activity penetrates the fill by more than 18 inches (except for the installation of fence posts as discussed further below), or the placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capability. Prior Ecology approval is not required when activity is undertaken that affects only the top 18 inches or less of the soil cap and therefore does not result in exposure of any contaminated soils that remain under the cap, provided such activity does not stress the

surface beyond its load bearing capability, and provided a minimum of two feet of clean soil will be in place at the completion of the activity

The Owner may, however, install fence posts or other posts when doing so would disturb soil below a depth of 18 inches, without prior Ecology approval. Contaminated soil brought to the surface by installation of fence posts or other posts must be placed into containers or covered with plastic sheeting to prevent contact, especially contact by children. The contaminated soil may be returned to the hole as fill around the fence post. At the conclusion of the post installation the contaminated soil must either be (1) beneath two feet of clean fill, or (2) if placed within two feet of the surface, capped with a minimum of 3 inches of concrete or asphalt at the top of the hole. Any contaminated soil, which cannot be managed on site, must be disposed of off-site at a properly permitted facility

If structures, paving, or asphalt are constructed or placed on the property at any point in the future, and contaminated soil is contained beneath the structure, paving, or asphalt, the Owner shall not alter, modify, or remove the structures, paving, or asphalt 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, including prior written approval of the Owner's plans to properly manage contaminated soil.

Section 3 Except as provided in Sections 2(a) and 2(b), any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment, or that may result in a 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.

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

The Housing Authority of the City of Everett, a public body corporate and politic

By Bud Alkire
Bud Alkire, Executive Director

Date Signed: April 4, 2005

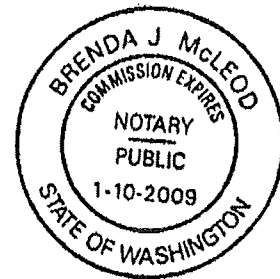
State of Washington
County of Snohomish

On this 4th day of April, 2005, the above-signed Bud Alkire, known to me to be the Executive Director of the Housing Authority of the City of Everett, personally appeared before me, executed the foregoing Restrictive Covenant, and acknowledged said execution to be his free and voluntary act and on oath stated that he is authorized to execute said Restrictive Covenant.

Brenda J. McLeod

Notary Signature

Printed Signature: Brenda J. McLeod



Notary Public in and for the State of Washington Residing in Marysville
My Commission Expires on January 10, 2009

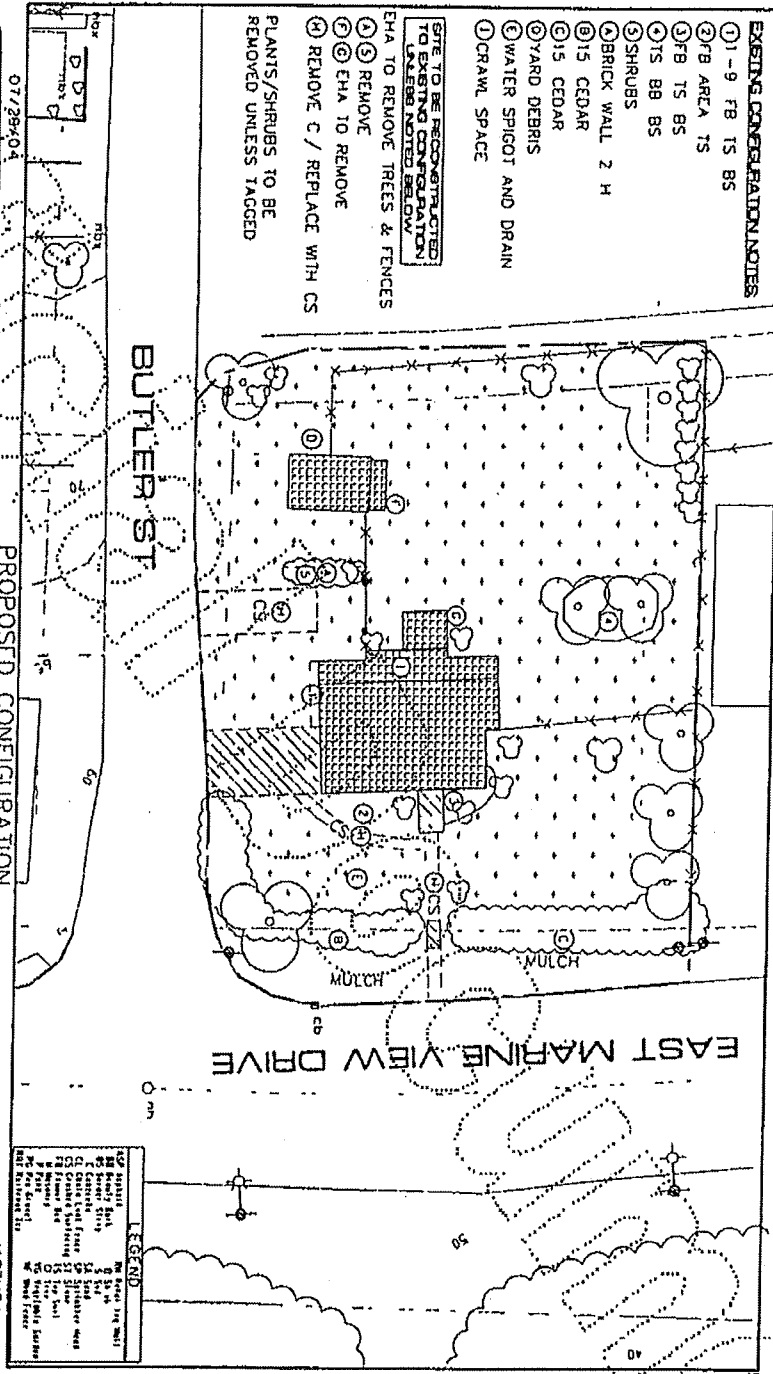
DRAFT

EXISTING CONFIGURATION NOTES

- ① 1-9 FB TS BS
- ② FB AREA TS
- ③ FB TS BS
- ④ TS BB BS
- ⑤ SHRUBS
- ⑥ BRICK WALL 2 H
- ⑦ 15 CEDAR
- ⑧ 15 CEDAR
- ⑨ YARD DEBRIS
- ⑩ WATER SPIGOT AND DRAIN
- ⑪ CRAWL SPACE

SITE TO BE RECONFIGURED TO EXISTING CONDITION UNLESS NOTED BELOW

- EHA TO REMOVE TREES & FENCES
 - ① 5 REMOVE
 - ② 5 EHA TO REMOVE
 - ③ REMOVE C / REPLACE WITH CS
- PLANTS/SHRUBS TO BE REMOVED UNLESS TAGGED



LEGEND

①	1" = 10' (1/4" = 10')
②	2" = 10' (1/2" = 10')
③	3" = 10' (3/4" = 10')
④	4" = 10' (1" = 10')
⑤	5" = 10' (1 1/4" = 10')
⑥	6" = 10' (1 1/2" = 10')
⑦	7" = 10' (1 3/4" = 10')
⑧	8" = 10' (2" = 10')
⑨	9" = 10' (2 1/4" = 10')
⑩	10" = 10' (2 1/2" = 10')
⑪	11" = 10' (2 3/4" = 10')
⑫	12" = 10' (3" = 10')
⑬	13" = 10' (3 1/4" = 10')
⑭	14" = 10' (3 1/2" = 10')
⑮	15" = 10' (3 3/4" = 10')
⑯	16" = 10' (4" = 10')
⑰	17" = 10' (4 1/4" = 10')
⑱	18" = 10' (4 1/2" = 10')
⑲	19" = 10' (4 3/4" = 10')
⑳	20" = 10' (5" = 10')

Asarco Consulting, Inc.

PROPERTY SITE CODE 1A-27
 SITE ADDRESS 566 E Marine View Dr
 PROPERTY OWNER Everett Housing Authority
 PROPERTY RESIDENT

EXHIBIT A

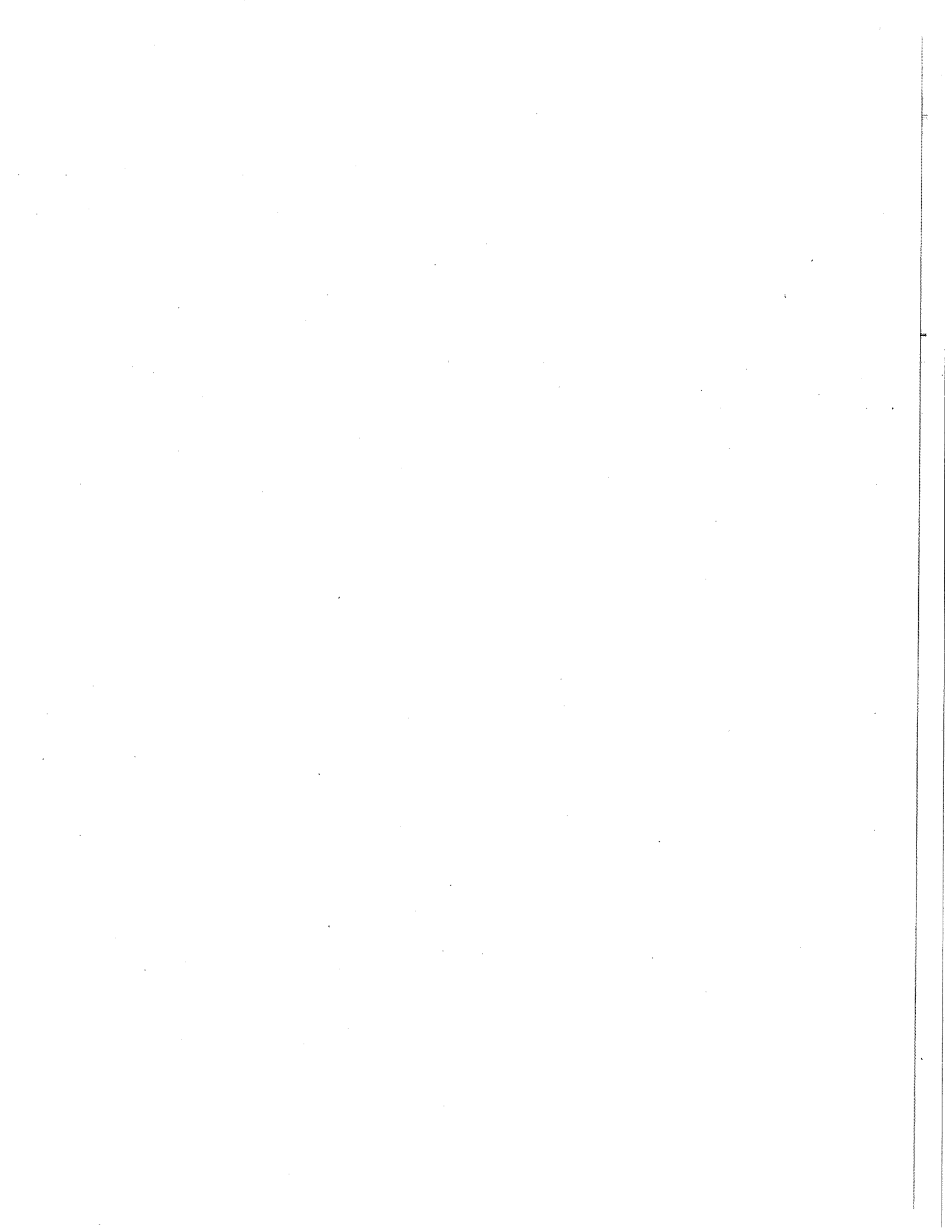
SCALE IN FEET

0 10 20 30 40 50

PROPOSED CONFIGURATION

07/28/04

1A27NF 4





200504050137 7 PGS
04-05-2005 09:34am \$25.00
SNOHOMISH COUNTY, WASHINGTON

PNWT

W-1722-9

Return To:

**Housing Authority of the City of Everett
3107 Colby Avenue, Everett, WA 98201
P. O. Box 1547, Everett, WA 98206-1547
Attention: Bud Alkire-Executive Director**

COVER SHEET – INDEXING FORM

PACIFIC NORTHWEST TITLE

Document Title: **Restrictive Covenant**
Reference #: **N/A**
Grantor/Borrower: **Housing Authority of the City of Everett**
Grantee/Assignee/Beneficiary: **State of Washington, Department of Ecology**
Legal Description: **The North 37.5 feet of Lot 57; and the Southerly 25 feet of Lot 58, all in Bridgeway, V.10 P. 119**
Assessor's Tax Parcel ID #: **003966-000-057-00**

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

RESTRICTIVE COVENANT
THE HOUSING AUTHORITY OF THE CITY OF EVERETT
616 PILCHUCK PATH, EVERETT, WA 98201

This Declaration of Restrictive Covenant is made pursuant to RCW 70 105D 030(1)(f) and (g) and WAC 173-340-440 by The Housing Authority of the City of Everett, 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 Restrictive Covenant. The Remedial Action conducted at the property is described in the following document[s]

- Interim Action Report, Everett Smelter Site, Everett, Washington, Asarco Consulting Inc., December 2002
- Everett Smelter Site Final Cleanup Action Plan (FCAP) and Final Environmental Impact Statement for the Upland Area, Everett, Washington, Washington State Department of Ecology, November 19, 1999
- Final Design Report, Everett Smelter Site, Everett, Washington, Asarco Consulting Inc., March 2004
- Construction Specifications, Everett Smelter Site, Everett, Washington, Asarco Consulting Inc, June 2004
- Annual Residential Report (August 2004 – October 2004), Everett, Washington, Asarco Consulting, Inc, December 2004
- Prospective Purchaser Consent Decree RE Asarco Houses, Everett Smelter Site, Everett, Washington, State of Washington Snohomish County Superior Court, No. 04 2 10919 0

These documents are on file at Ecology's Northwest Regional Office

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of Arsenic, which exceed the Model Toxics Control Act Method B for soil and groundwater established under WAC 173-340-740

The undersigned, The Housing Authority of the City of Everett, a public body corporate and political, is the fee owner of real property (hereafter "Property") in the County of Snohomish, State of Washington that is subject to this Restrictive Covenant. The legal description of the Property is as follows:

LEGAL DESCRIPTION

THE NORTH 37.5 FEET OF LOT 57, AND THE SOUTHERLY 25 FEET OF LOT 58, ALL IN BRINDGEWAY, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGE 119, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; (003966-000-057-00)

The Housing Authority of the City of Everett 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. No groundwater may be taken for any purposes from the Property.

Section 2(a) A portion of the Property contains Arsenic contaminated soil located beneath the foundation of the residence, beneath the concrete stairs at the east entrance to the residence and beneath the concrete pad at the west entrance to the garage. The aforementioned property is shown on the Proposed Configuration plan which is attached as Exhibit A. The Performance Monitoring plan for the aforementioned property is attached as Exhibit B. The Owner shall not alter, modify, or remove the existing structures[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, including prior approval by Ecology of the Owner's plans to properly manage contaminated soil.

Section 2(b) Soil contamination remains on all portions of the lot surrounding the residence, underneath a cap consisting of a minimum of two feet of clean soil. Any activity on these areas or in close proximity to these areas of the Property that may result in the release or exposure of the contaminated soil that was contained as part of the Remedial Action, or create a new exposure pathway is prohibited without prior written approval from Ecology, including prior approval by Ecology of the Owner's plans to properly manage contaminated soil.

Examples of activities requiring Ecology approval include activities such as drilling, digging, bulldozing or other earthwork when any such activity penetrates the fill by more than 18 inches (except for the installation of fence posts as discussed further below), or the placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capability. Prior Ecology approval is not required when activity is undertaken that affects only the top 18 inches or less of the soil cap and therefore does not result in exposure of

any contaminated soils that remain under the cap, provided such activity does not stress the surface beyond its load bearing capability, and provided a minimum of two feet of clean soil will be in place at the completion of the activity

The Owner may, however, install fence posts or other posts when doing so would disturb soil below a depth of 18 inches, without prior Ecology approval. Contaminated soil brought to the surface by installation of fence posts or other posts must be placed into containers or covered with plastic sheeting to prevent contact, especially contact by children. The contaminated soil may be returned to the hole as fill around the fence post. At the conclusion of the post installation the contaminated soil must either be (1) beneath two feet of clean fill, or (2) if placed within two feet of the surface, capped with a minimum of 3 inches of concrete or asphalt at the top of the hole. Any contaminated soil, which cannot be managed on site, must be disposed of off-site at a properly permitted facility.

If structures, paving, or asphalt are constructed or placed on the property at any point in the future, and contaminated soil is contained beneath the structure, paving, or asphalt, the Owner shall not alter, modify, or remove the structures, paving, or asphalt 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, including prior written approval of the Owner's plans to properly manage contaminated soil.

Section 3. Except as provided in Sections 2(a) and 2(b), any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment, or that may result in a 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.

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.

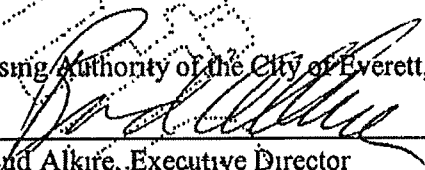
Section 6. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Restrictive Covenant. Ecology may approve any inconsistent use only after public notice and comment.

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

The Housing Authority of the City of Everett, a public body corporate and politic

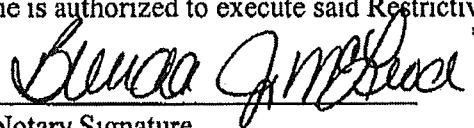
By


Bud Alkire, Executive Director

Date Signed April 4, 2005

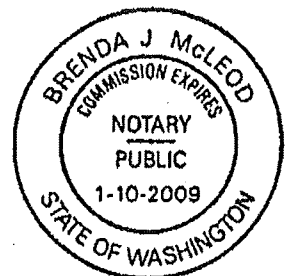
State of Washington
County of Snohomish

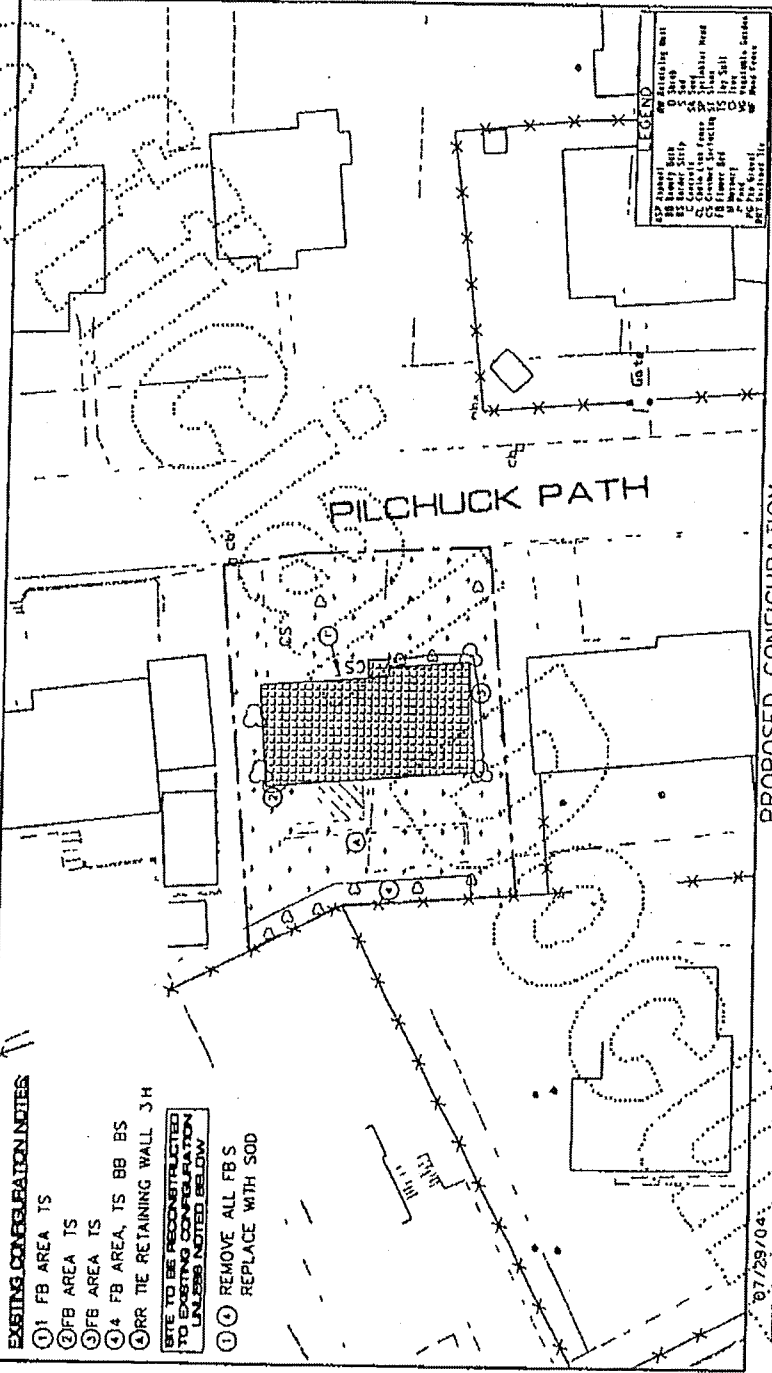
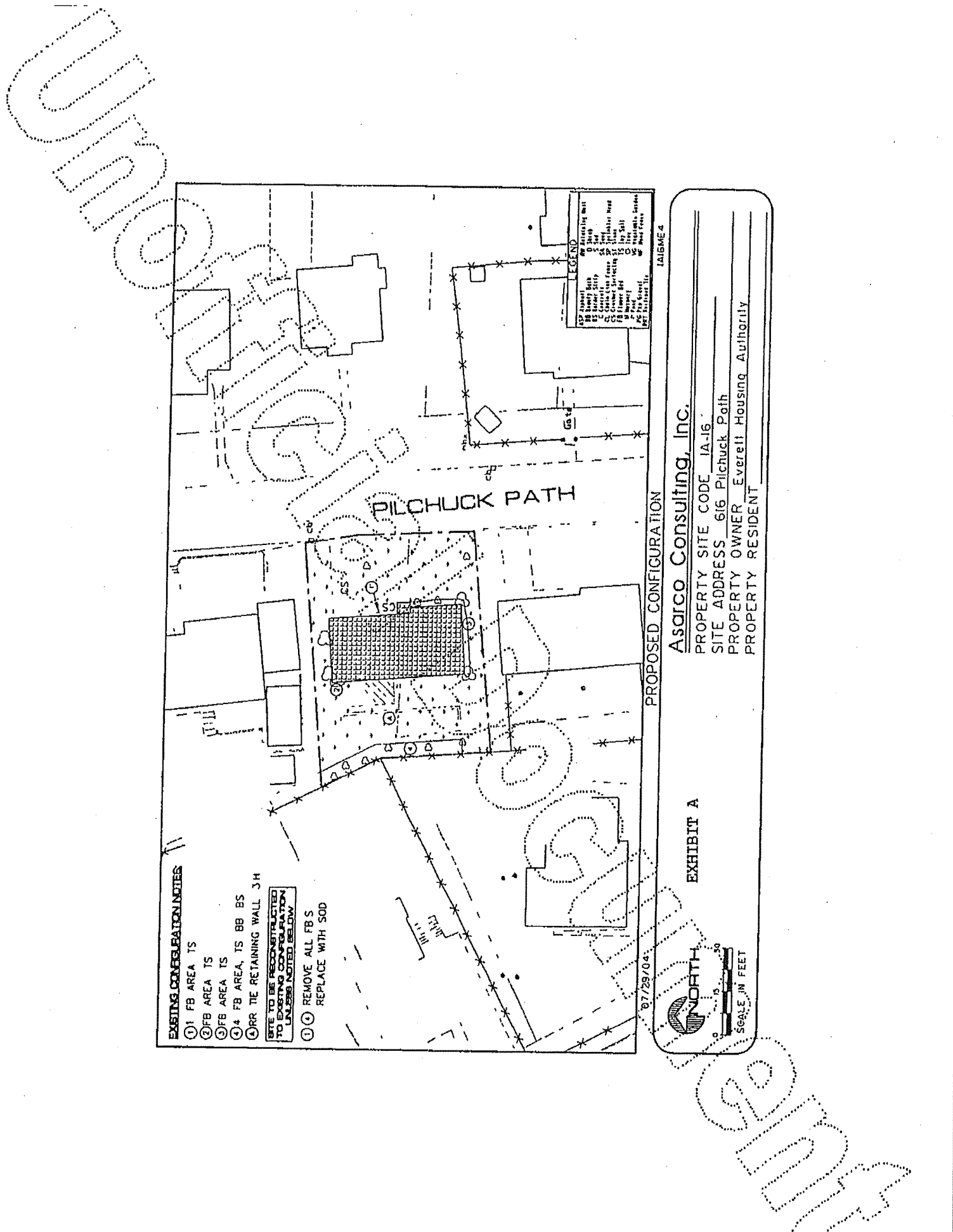
On this 4th day of April, 2005, the above-signed Bud Alkire, known to me to be the Executive Director of the Housing Authority of the City of Everett, personally appeared before me, executed the foregoing Restrictive Covenant, and acknowledged said execution to be his free and voluntary act and on oath stated that he is authorized to execute said Restrictive Covenant


Notary Signature

Printed Name Brenda J. McLeod

Notary Public in and for the State of Washington Residing in Marysville.
My Commission Expires on January 10, 2009





- EXISTING CONFIGURATION NOTES**
- ① FB AREA TS
 - ② FB AREA TS
 - ③ FB AREA TS
 - ④ FB AREA, TS BB BS
 - ⑤ RR TIE RETAINING WALL 3H
- SITE TO BE RECONSTRUCTED TO EXISTING CONFIGURATION UNLESS NOTED BELOW**

- ① REMOVE ALL FB S
- REPLACE WITH SOD

LEGEND

AS	Asphalt
BS	Brick
CS	Concrete
FS	Flagstone
GS	Grass
IS	Interlocking Stone
MS	Masonry
PS	Paving Stone
SS	Stucco
TS	Terrazzo
VS	Victrolite
WS	Wood Siding
YS	Yucca
ZS	Zirconium
AS	Asph/Flt
BS	Brick
CS	Concrete
FS	Flagstone
GS	Grass
IS	Interlocking Stone
MS	Masonry
PS	Paving Stone
SS	Stucco
TS	Terrazzo
VS	Victrolite
WS	Wood Siding
YS	Yucca
ZS	Zirconium

PROPOSED CONFIGURATION

JAIGME 4

Asarco Consulting, Inc.

PROPERTY SITE CODE IA-16

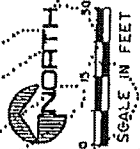
SITE ADDRESS 616 Pilchuck Path

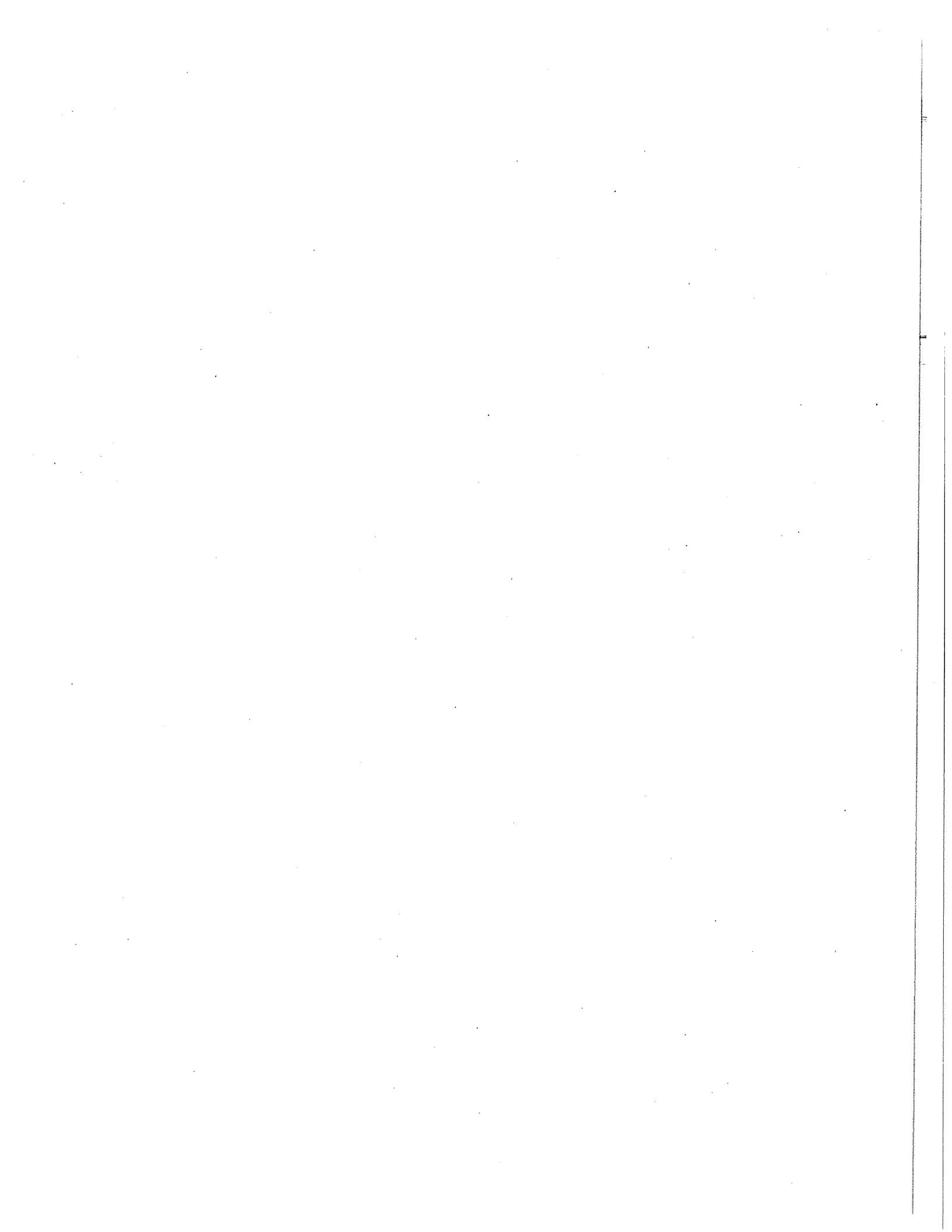
PROPERTY OWNER Everett Housing Authority

PROPERTY RESIDENT

EXHIBIT A

07/29/04







200504050136 7 PGS
04-05-2005 09:34am \$25.00
SNOHOMISH COUNTY, WASHINGTON

PNWT W-17221-9

Return To:

**Housing Authority of the City of Everett
3107 Colby Avenue, Everett, WA 98201
P. O. Box 1547, Everett, WA 98206-1547
Attention: Bud Alkire-Executive Director**

COVER SHEET – INDEXING FORM

PACIFIC NORTHWEST TITLE

Document Title: **Restrictive Covenant**
Reference #: **N/A**
Grantor/Borrower: **Housing Authority of the City of Everett**
Grantee/Assignee/Beneficiary: **State of Washington, Department of Ecology**
Legal Description: **The South 62.5 feet of Lot 57, all in Bridgeway, V.10 P. 119**
Assessor's Tax Parcel ID #: **003966-000-057-01**

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

RESTRICTIVE COVENANT
THE HOUSING AUTHORITY OF THE CITY OF EVERETT
620 PILCHUCK PATH, EVERETT, WA 98201

This Declaration of Restrictive Covenant is made pursuant to RCW 70 105D 030(1)(f) and (g) and WAC 173-340-440 by The Housing Authority of the City of Everett, 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 Restrictive Covenant. The Remedial Action conducted at the property is described in the following document[s].

- Interim Action Report, Everett Smelter Site, Everett, Washington, Asarco Consulting Inc., December 2002
- Everett Smelter Site Final Cleanup Action Plan (FCAP) and Final Environmental Impact Statement for the Upland Area, Everett, Washington; Washington State Department of Ecology, November 19, 1999
- Final Design Report, Everett Smelter Site, Everett, Washington, Asarco Consulting Inc , March 2004
- Construction Specifications, Everett Smelter Site, Everett, Washington, Asarco Consulting Inc , June 2004
- Annual Residential Report (August 2004 – October 2004), Everett, Washington, Asarco Consulting, Inc , December 2004
- Prospective Purchaser Consent Decree RE Asarco Houses, Everett Smelter Site, Everett, Washington, State of Washington Snohomish County Superior Court, No. 04 2 10919 0

These documents are on file at Ecology's Northwest Regional Office

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of Arsenic, which exceed the Model Toxics Control Act Method B for soil and groundwater established under WAC 173-340-740.

The undersigned, The Housing Authority of the City of Everett, a public body corporate and politic, is the fee owner of real property (hereafter "Property") in the County of Snohomish, State of Washington that is subject to this Restrictive Covenant. The legal description of the Property is as follows:

LEGAL DESCRIPTION

THE SOUTH 62.5 FEET OF LOT 57, ALL IN BRIDGEWAY, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGE 119, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, (003966-000-057-01)

The Housing Authority of the City of Everett 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 No groundwater may be taken for any purposes from the Property

Section 2(a) A portion of the Property contains Arsenic contaminated soil located in the crawlspace beneath the residential structure, beneath the foundations of the residence, beneath the concrete stairs and walkway at the east entrance to the residence and beneath the concrete pad at the west entrance to the garage. The aforementioned property is shown on the Proposed Configuration plan which is attached as Exhibit A. The Performance Monitoring plan for the aforementioned property is attached as Exhibit B. The Owner shall not alter, modify, or remove the existing structures[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, including prior approval by Ecology of the Owner's plans to properly manage contaminated soil.

Section 2(b) Soil contamination remains on all portions of the lot surrounding the residence, underneath a cap consisting of a minimum of two feet of clean soil. Any activity on these areas or in close proximity to these areas of the Property that may result in the release or exposure of the contaminated soil that was contained as part of the Remedial Action, or create a new exposure pathway is prohibited without prior written approval from Ecology, including prior approval by Ecology of the Owner's plans to properly manage contaminated soil.

Examples of activities requiring Ecology approval include activities such as drilling, digging, bulldozing or other earthwork when any such activity penetrates the fill by more than 18 inches (except for the installation of fence posts as discussed further below), or the placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capability. Prior Ecology approval is not required when activity is undertaken that affects only the top 18 inches or less of the soil cap and therefore does not result in exposure of

any contaminated soils that remain under the cap, provided such activity does not stress the surface beyond its load bearing capability, and provided a minimum of two feet of clean soil will be in place at the completion of the activity.

The Owner may, however, install fence posts or other posts when doing so would disturb soil below a depth of 18 inches, without prior Ecology approval. Contaminated soil brought to the surface by installation of fence posts or other posts must be placed into containers or covered with plastic sheeting to prevent contact, especially contact by children. The contaminated soil may be returned to the hole as fill around the fence post. At the conclusion of the post installation the contaminated soil must either be (1) beneath two feet of clean fill, or (2) if placed within two feet of the surface, capped with a minimum of 3 inches of concrete or asphalt at the top of the hole. Any contaminated soil, which cannot be managed on site, must be disposed of off-site at a properly permitted facility.

If structures, paving, or asphalt are constructed or placed on the property at any point in the future, and contaminated soil is contained beneath the structure, paving, or asphalt, the Owner shall not alter, modify, or remove the structures, paving, or asphalt 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, including prior written approval of the Owner's plans to properly manage contaminated soil.

Section 3. Except as provided in Sections 2(a) and 2(b), any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment, or that may result in a 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.

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.

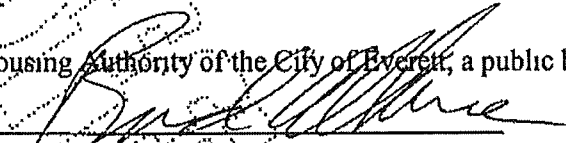
Section 6. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Restrictive Covenant. Ecology may approve any inconsistent use only after public notice and comment.

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

The Housing Authority of the City of Everett, a public body corporate and politic

By:


Bud Alkire, Executive Director

Date Signed April 4, 2005

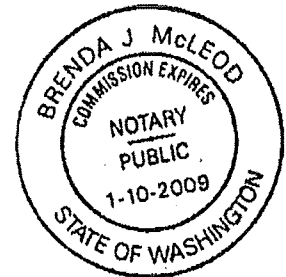
State of Washington
County of Snohomish

On this 4th day of April, 2005, the above-signed Bud Alkire, known to me to be the Executive Director of the Housing Authority of the City of Everett, personally appeared before me, executed the foregoing Restrictive Covenant, and acknowledged said execution to be his free and voluntary act and on oath stated that he is authorized to execute said Restrictive Covenant

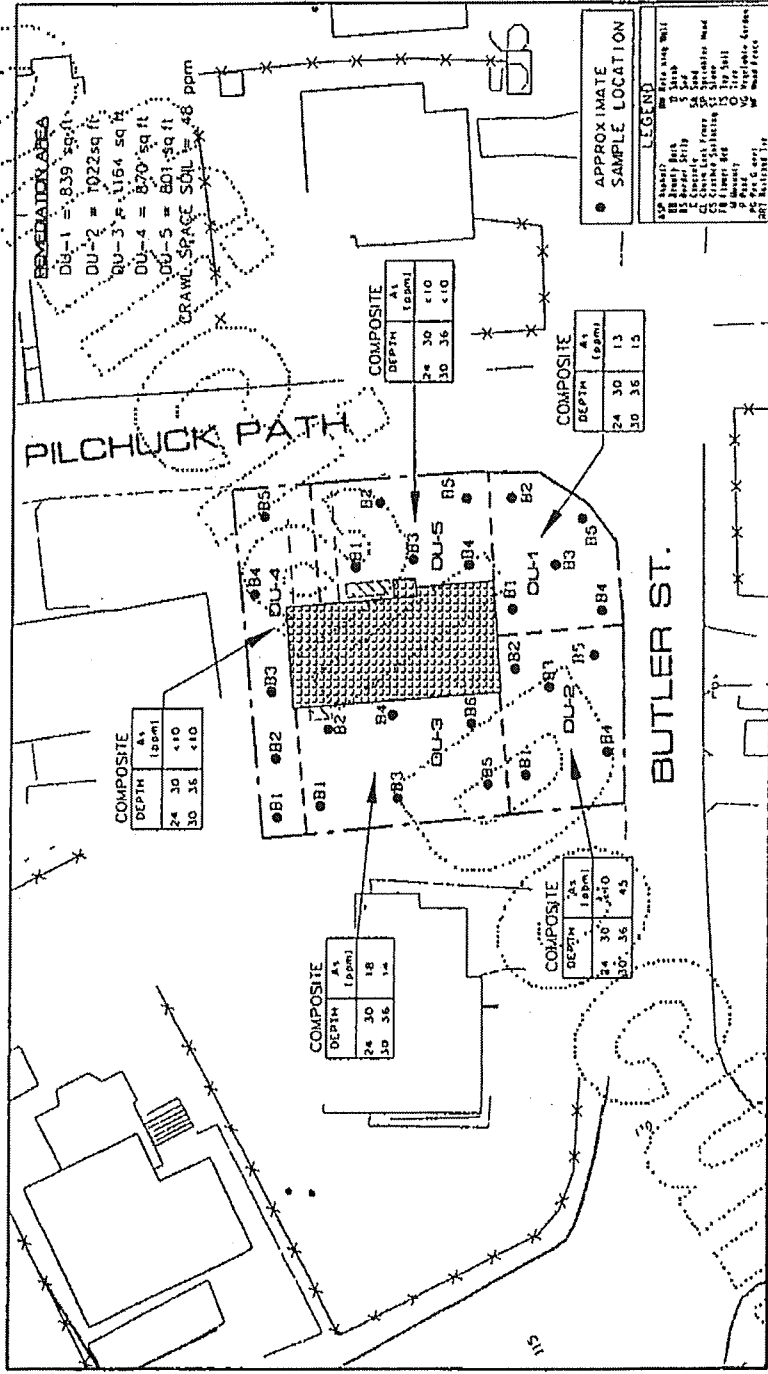

Notary Signature

Printed Name Brenda J. McLeod

Notary Public in and for the State of Washington Residing in Marysville
My Commission Expires on January 10, 2009



UNRECORDED



PERFORMANCE MONITORING

Asarco Consulting, Inc.

PROPERTY SITE CODE 1A-17
 SITE ADDRESS 520 Pilchuck Path
 PROPERTY OWNER Everett Housing Authority
 PROPERTY RESIDENT

EXHIBIT B

09/28/04

NORTH

SCALE IN FEET

1A17ME4

UNRECORDED



Everett Smelter/SIT 8.8.2
90 Lots Restrictive Covenants

WHEN RECORDED, RETURN TO:

David L. South
Department of Ecology
3190 160th Avenue SE
Bellevue, WA 98008-5452

200704251108 CONFORMED COPY
04/25/2007 3:34pm \$41.00 10 PGS
SNOHOMISH COUNTY, WASHINGTON

Document Title(s): DECLARATION OF ENVIRONMENTAL COVENANTS
Reference Number(s) of Documents assigned or released: NONE
Grantor(s): (Declarant) BELMONTE HEIGHTS LLC
Grantee(s): BELMONTE HEIGHTS; WASHINGTON STATE DEPARTMENT OF ECOLOGY
Legal Description (section, township, range) Section 8, Township 29 North, Range 5 East, WM, Lots 1 through 90 of Belmonte Heights, Records of Snohomish County, Recording No. 200701245196. Additional legal ls on Exhibit A of the document
Assessor's Property Tax Parcel/Account Number No. 010640-000-001-00 through No. 010640-000-090-00

Assessor's Property Tax Parcel/Account Numbers:

010640-000-001-00	010640-000-024-00	010640-000-047-00	010640-000-056-00	010640-000-079-00
010640-000-002-00	010640-000-025-00	010640-000-048-00	010640-000-057-00	010640-000-080-00
010640-000-003-00	010640-000-026-00	010640-000-049-00	010640-000-058-00	010640-000-081-00
010640-000-004-00	010640-000-027-00	010640-000-050-00	010640-000-059-00	010640-000-082-00
010640-000-005-00	010640-000-028-00	010640-000-051-00	010640-000-060-00	010640-000-083-00
010640-000-006-00	010640-000-029-00	010640-000-052-00	010640-000-061-00	010640-000-084-00
010640-000-007-00	010640-000-030-00	010640-000-053-00	010640-000-062-00	010640-000-085-00
010640-000-008-00	010640-000-031-00	010640-000-054-00	010640-000-063-00	010640-000-086-00
010640-000-009-00	010640-000-032-00	010640-000-055-00	010640-000-064-00	010640-000-087-00
010640-000-010-00	010640-000-033-00	010640-000-056-00	010640-000-065-00	010640-000-088-00
010640-000-011-00	010640-000-034-00	010640-000-057-00	010640-000-066-00	010640-000-089-00
010640-000-012-00	010640-000-035-00	010640-000-058-00	010640-000-067-00	010640-000-090-00
010640-000-013-00	010640-000-036-00	010640-000-059-00	010640-000-068-00	
010640-000-014-00	010640-000-037-00	010640-000-060-00	010640-000-069-00	
010640-000-015-00	010640-000-038-00	010640-000-047-00	010640-000-070-00	
010640-000-016-00	010640-000-039-00	010640-000-048-00	010640-000-071-00	
010640-000-017-00	010640-000-040-00	010640-000-049-00	010640-000-072-00	
010640-000-018-00	010640-000-041-00	010640-000-050-00	010640-000-073-00	
010640-000-019-00	010640-000-042-00	010640-000-051-00	010640-000-074-00	
010640-000-020-00	010640-000-043-00	010640-000-052-00	010640-000-075-00	
010640-000-021-00	010640-000-044-00	010640-000-053-00	010640-000-076-00	
010640-000-022-00	010640-000-045-00	010640-000-054-00	010640-000-077-00	
010640-000-023-00	010640-000-046-00	010640-000-055-00	010640-000-078-00	

DECLARATION OF ENVIRONMENTAL COVENANTS

SNOHOMISH COUNTY, WASHINGTON

THIS DECLARATION OF ENVIRONMENTAL COVENANTS ("Environmental Declaration") is made this 23 day of April, 2007, by the undersigned, hereinafter collectively referred to as "Declarant".

RECITALS

- A. Declarant owns certain real property located within the State of Washington, which property and improvements are commonly known as Belmonte Heights One, and is located on land more particularly described in Exhibit A attached hereto and incorporated herein.
- B. Subsequent to the recording of the Environmental Declaration, Declarant shall also be establishing a subdivision by recording a Plat Map and Declaration of Covenants, Conditions and Restrictions of Belmonte Heights ("Subdivision Declaration").
- C. All Common Areas of the Project are to be shown on the Plat Map and/or described in the Subdivision Declaration.
- D. For the benefit and protection of the Project, to enhance its value and attractiveness, as an inducement to lenders and investors to make and purchase loans secured by Homes and Lots within the Project, and to comply with certain legal requirements imposed on the Property, Declarant agrees to provide herein for a method of use and architectural control within the Project.

NOW, THEREFORE, Declarant hereby declares that the Property (and Homes and Lots located thereon) described herein shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following Environmental Covenants. Any conveyance, transfer, sale, assignment, lease or sublease of the Property (or a Home or Lot in the Project), shall and hereby is deemed to incorporate by reference all provisions of this Environmental Declaration. The provisions of this Environmental Declaration shall be enforceable by Declarant, any Owner, any Association, and any first mortgagee of any Home or Lot, the City of Everett (City), and the Washington State Department of Ecology (Ecology).

1) INTERPRETATION

a) **Covenant Running with Land.** It is intended that this Environmental Declaration shall be operative as a set of covenants running with the land, or equitable servitudes, binding on Declarant, its successors and assigns, all subsequent owners of the Property, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

b) **Definitions.**

i) "Common Area" shall mean all real property (including the improvements thereto) that are for the common use and enjoyment of the Property and the Owners and occupants thereof and shall include all Common Area provided for in governmental permits and approvals, or in this Environmental Declaration.

ii) "Declarant" shall mean the undersigned Declarant (being the sole Owner of the Property) and its successors and assigns if such successors or assigns should acquire an interest in the Property from the Declarant for the purpose of development and by written instrument in recordable form be specifically assigned the rights and duties of Declarant. It is understood that Declarant may assign all or any of Declarant's rights to a successor

declarant as to the property conveyed to such successor and retain the Declarant's rights as to the property still owned by Declarant.

iii) "Environmental Declaration" shall mean this declaration and any amendments thereto

iv) "Mortgage" shall mean a recorded mortgage or deed of trust that creates a lien against a fee ownership interest in the Property and shall also mean a real estate contract for the sale of a Unit.

v) "Mortgagee" shall mean the beneficial owner, or the designee of the beneficial owner, of an encumbrance created by mortgage or deed of trust and shall also mean the vendor, or the designee of a vendor, of a real estate contract.

vi) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any interest in the Property, and, except as may be otherwise expressly provided herein, shall, in the case of an interest which has been sold pursuant to a real estate contract, include any person of record holding a vendee's interest under such real estate contract, to the exclusion of the vendor thereunder. Any person or entity having such an interest merely as security for the performance of an obligation shall not be considered an owner.

vii) "Person" shall include natural persons, partnerships, corporations, associations and personal representatives.

viii) "Property" shall mean the real estate described in Exhibit A attached hereto.

v) "Lot" shall mean a physical portion of a subdivision designated for separate ownership, the boundaries of which are described on the Plat

2) **USE AND MAINTENANCE OF COMMON AREAS.** All land within the Property and the Owners thereof shall have a joint and mutual right of access to and use of the Common Areas. The Common Areas shall exclude those portions of Common Areas (and improvements thereto) which have been or may hereafter be, dedicated to and owned by a governmental entity. The Common Areas within the Property shall for all purposes be under the joint and mutual control, management and administration of the Owners of the land within the Property (or the Association or sub-associations which may govern such land). The Owners of such land within the Property (or the Association which may govern any such land) have the joint and mutual responsibility and obligation to maintain, repair and administer Common Areas within the Property in a clean, attractive, sanitary and safe condition and in full compliance with applicable governmental laws, rules and regulations, and the provisions of this Environmental Declaration.

3) OWNERS' ASSOCIATION

a) **Establishment.** In the event the Property is established as a subdivision, an owners association ("Association") shall be formed, to which all Lot Owners will be members; provided, so long as a Property is owned by a single Owner, such Owner may elect not to form an association and as owner directly perform all of the duties and functions that would otherwise be the responsibility of such an association.

b) **Form of Association.** The Association shall be a nonprofit corporation formed and operated pursuant to Title 24, Revised Code of Washington. The Association shall be governed by the Articles of Incorporation and Bylaws of such Association and any recorded additional declaration of covenants, conditions and restrictions applicable to that Association.

c) **Responsibility of Association.** With respect to the Common Areas within the Property, the Association shall have the responsibility to perform all of the duties provided for in the Environmental Declaration, or in the Property, or otherwise provided by applicable law.

d) **Membership.**

e) **Qualification.** The Owner or Owners of a fee interest in the land within the Property (including Declarant) shall be a member of the Association. Such ownership shall be the sole qualification for membership in the Association.

f) **Transfer of Membership.** The Association membership of each Owner (including Declarant) shall be appurtenant to the interest in the Property giving rise to such membership, and shall not be assigned, conveyed, pledged or alienated in any way except upon the transfer of title to said interest and then only to the transferee of title to such interest. Any attempt to make a prohibited transfer shall be void. Any transfer of title to an interest in the Property shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

g) **Lot Owners.** If a subdivision is created within the Property, each Lot shall be deemed a separate ownership interest for purposes of this Environmental Declaration.

4) COMPLIANCE WITH ENVIRONMENTAL DECLARATION

a) **Compliance of Owner.** Each Owner and each Association shall comply strictly with the provisions of this Environmental Declaration, and all other applicable laws, rules and regulations. Failure to comply shall be grounds for an action to recover sums due for damages, or injunctive relief, or both, maintainable by an Association or by the aggrieved Owner on his own, or by the City or Ecology against the party (including an Owner or the Association) for failing to comply.

b) **Compliance of Lessee.** Each Owner who shall rent or lease his ownership interest (or any interest therein) shall insure that the lease or rental agreement will be in writing and subject to the terms of this Environmental Declaration. Said agreement shall further provide that failure of any lessee to comply with the provisions of said documents shall be a default under the lease.

c) **Attorneys' Fees.** In any action to enforce the provisions of this Environmental Declaration, the prevailing party in such legal action shall be entitled to an award for reasonable attorneys' fees and all costs and expenses reasonably incurred in preparation for or prosecution of said action, in addition to taxable costs permitted by law.

d) **No Waiver of Strict Performance.** The failure of an Association or Owner or governmental entity, or Ecology, in any one or more instances to insist upon or enforce the strict performance of any of the terms, covenants, conditions or restrictions of this Environmental Declaration shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. No waiver of any provision hereof shall be deemed to have been made unless expressed in writing.

e) **Remedies Cumulative.** The remedies provided are cumulative, and such remedies may be pursued concurrently, as well as any other remedies which may be available under law although not expressed herein.

5) **ENVIRONMENTAL COVENANTS.** Grantor hereby binds Grantor, its successors and assigns, (hereafter "Owners") to the land use restrictions identified herein and grants such other rights under this environmental covenant, in favor of the State of Washington Department of Ecology (hereafter "Ecology"). This Environmental Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440. Ecology shall have full right of enforcement of the rights conveyed under this Covenant pursuant to RCW 70.105D.030(g).

a) A remedial action (hereafter "Remedial Action") occurred at the Property that is subject to this restrictive covenant. The Remedial Action conducted at the property is described in the following documents. These documents are on file at Ecology's Northwest Regional Office.

- i) Certification of Cleanup Actions (David L. South to EHA, April 18, 2006)
- ii) EHA Cleanup – review of Phase 2 & 3 Performance Monitoring Data (David L. South to Everett Smelter File/SIT 15.12, April 17, 2006)
- iii) Maps depicting the Everett Smelter site and relevant portions thereof
- iv) Cleanup Action Plan (FCAP/FEIS)
- v) Restrictive Covenant 1 and 2 (974 kb)
- vi) Interim Action Report and Final Design Report
(Figures and Appendices available at the information repositories listed in the April 2004 fact sheet)

b) The restrictive covenant is required because the Remedial Action resulted in residual concentrations of arsenic which exceed the Model Toxics Control Act Method B cleanup levels for soil and groundwater established under WAC 173-340-720 and 173-340-740.

- c) Restrictions related to soil
 - i) Clean Areas have been cleaned to concentrations below applicable soil cleanup levels and are approved for unrestricted land use.
 - ii) Soil contamination remains on a portion of each Plat or Lot that together comprise the "Property" as defined in Article 1, underneath residential structures, concrete driveways, asphalt roadways and underneath a cap

consisting of a minimum of two feet of clean soil, as highlighted on the attached plat map, Exhibit B. Any activity on these areas or in close proximity to these areas of the Property that may result in the release or exposure of the contaminated soil that was contained as part of the Remedial Action, or create a new exposure pathway is prohibited without prior written approval from Ecology, including prior approval by Ecology of any Owner's plans to properly manage contaminated soil. Owners shall not alter, modify, or remove 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, including prior approval by Ecology of any Owner's plans to properly manage contaminated soil. Owners must still obtain all necessary permits or approvals required by law for such activity.

iii) Examples of activities requiring Ecology approval include activities such as drilling, digging, bulldozing or other earthwork when any such activity penetrates the fill by more than 18 inches (except for the installation of fence posts as discussed further below), or the placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capability. Prior Ecology approval is not required when activity is undertaken that affects only the top 18 inches or less of the soil cap and therefore does not result in exposure of any contaminated soils that remain under the cap, provided such activity does not stress the surface beyond its load bearing capability, and provided a minimum of two feet of clean soil will be in place at the completion of the activity.

iv) The Owners may, however, install fence posts or other posts when doing so would disturb soil below a depth of 18 inches, without prior Ecology approval. Contaminated soil brought to the surface by installation of fence posts or other posts must be placed into containers or covered with plastic sheeting to prevent contact, especially contact by children. All appropriate precautions are to be taken to avoid ingestion of the soil. The contaminated soil may be returned to the hole as fill around the fence post. At the conclusion of the post installation the contaminated soil must either be (1) beneath two feet of clean fill, or (2) if placed within two feet of the surface, capped with a minimum of 3 inches of concrete or asphalt at the top of the hole. Any contaminated soil that cannot be managed on site must be disposed of off-site at a properly permitted facility.

v) If structures, paving, or asphalt are constructed or placed on the property at any point in the future, and contaminated soil is contained beneath the structure, paving, or asphalt, the Owners shall not alter, modify, or remove the structures, paving, or asphalt in any manner that may result in the release or exposure to the environment of that contaminated soil or created a new exposure pathway without prior written approval from Ecology, including prior written approval of any Owner's plans to properly manage contaminated soil.

d) Restrictions related to groundwater: No ground water may be taken for any purposes from the Property.

e) Except as provided in Section 4.5.2, any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment, or that may result in a 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.

f) Any Owner of any Lot or Parcel comprising 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 maintenance of the Remedial Action.

g) The Owners 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.

h) The Owners 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.

i) The Owners 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. Ecology does not anticipate needing internal access to any dwellings or other structures on the property, and consequently intends to access only the outdoor portion of the property if necessary.

j) The Owners of the Property reserve 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.

6) **ENVIRONMENTAL DECLARATION AMENDMENT/CONTROL.** Amendments to the Environmental Declaration shall be made by an instrument in writing entitled "Amendment to Environmental Declaration" which sets forth the entire amendment. Except as otherwise specifically provided for in this Environmental Declaration, any proposed amendment must be approved by a majority of Owners within the Property. Any modifications to this Environmental Declaration will also require the prior written consent of Ecology. The Environmental Declaration will control over any Subdivision Declaration or any other covenant, condition, restriction or easement that may be recorded against the Property.

7) **DELIVERY OF NOTICES AND DOCUMENTS.** Any written notice, or other document as required by this Environmental Declaration, may be delivered personally or by mail. If by mail, such notice, unless expressly provided for herein to the contrary with regard to the type of notice being given, shall be deemed to have been delivered and received forty-eight (48) hours after a copy thereof has been deposited in the United States mail, postage prepaid.

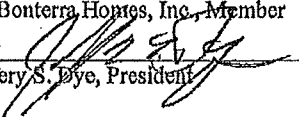
8) **SEVERABILITY.** The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

9) **EFFECTIVE DATE.** The Environmental Declaration shall take effect upon recording.

IN WITNESS WHEREOF, Declarant has executed this Environmental Declaration the day and year first hereinabove written.

Declarant - Belmonte Heights, LLC

By Bonterra Homes, Inc., Member

BY: 
Jeffery S. Dye, President

STATE OF WASHINGTON

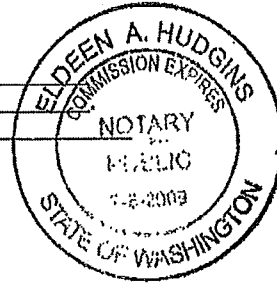
COUNTY OF Snohomish

On this 24 day of April, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jeffery S. Dye to me personally known (or proven on the basis of satisfactory evidence) to be the President of Bonterra Homes, a member of Belmonte Heights LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said corporation.

WITNESS my hand and seal hereto affixed the day and year in this certificate above written.

Elderen A. Hudgins

NOTARY PUBLIC in and for the State of
Washington, residing in Everett
My commission expires: 7.8.2009
Print Notary Name: Elderen A. Hudgins



**EXHIBIT A
TO
ENVIRONMENTAL DECLARATION**

Legal Description of Property

The north half of lot 16, lots 17 through 23, inclusive, lots 41 through 51, inclusive, lots 61 through 71, inclusive, lots 73 through 77, inclusive, the north half of lot 78, Bridgeway, according to the Plat thereof, recorded in Volume 10 of Plats, Page 119, records of Snohomish County, Washington;

Together with that portion of the northeasterly 10.00 feet of vacated Hawthorne Street (Formerly Grand Avenue) adjacent thereto and abutting thereon;

And together with those portions of vacated 5th Street, Pilchuck Path, Hawthorne Street (formerly Grand Avenue) alley contained within, lying adjacent thereto and abutting thereon;

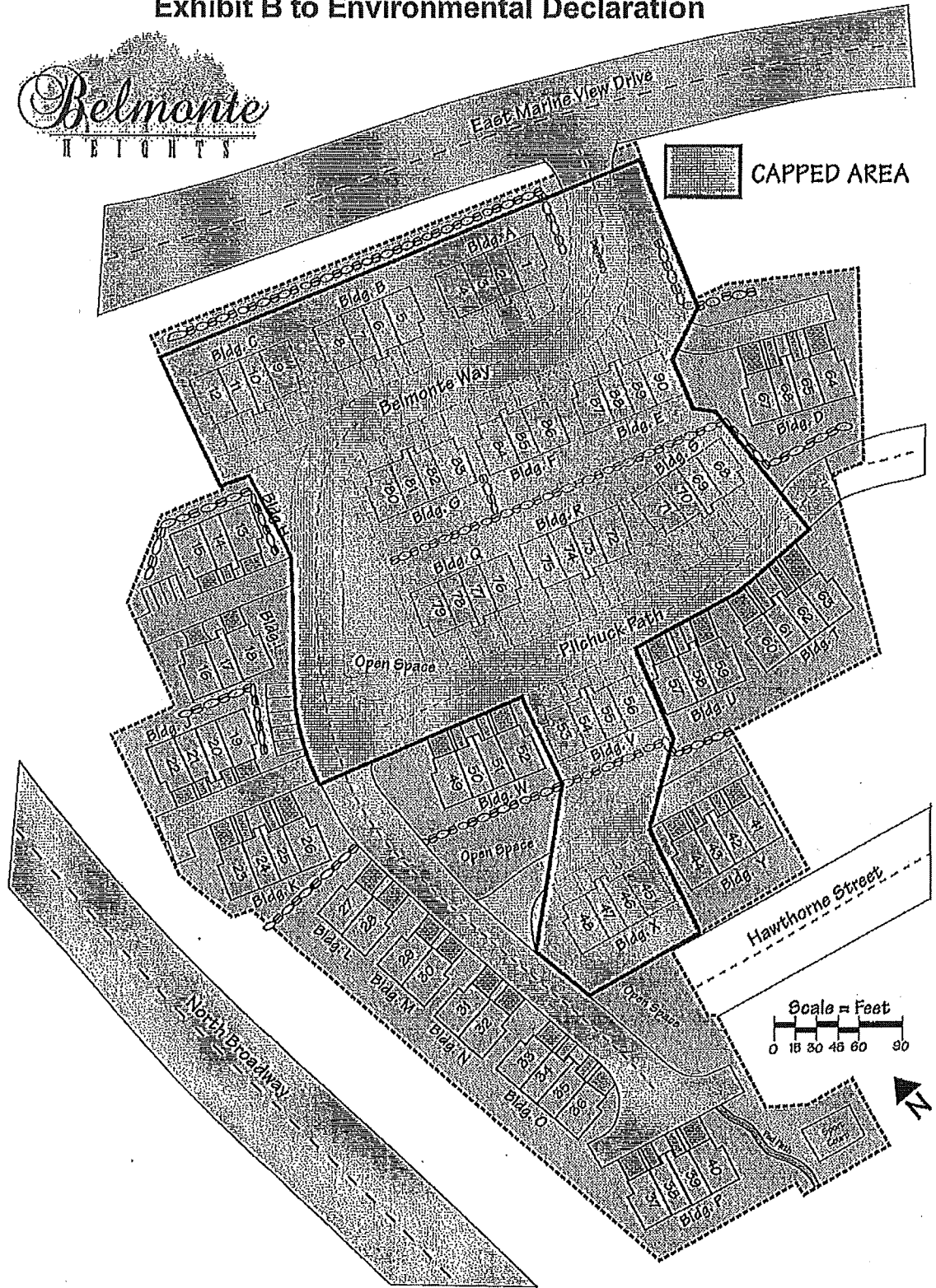
And together with Lots 1 and 2 of City of Everett short plat, Recorded under Auditor's file number 7608090251, records of Snohomish County, Washington;

And Together with that Portion of the Southwest quarter of the Southeast Quarter of Section 8, Township 29 North, Range 5 East, Willamette Meridian, in Snohomish County, Washington, lying northerly and westerly of said plat of Bridgeway and southerly of the south margin of Highway 99;

Except those portions conveyed to the State of Washington, by Deeds recorded under Auditor's file Numbers 1045343, 1050272 and 1095440, records of Snohomish County, Washington;

Together with Lot 1, Plat of Hawthorne Heights Addition, according to the plat thereof, recorded in Volume 13 of Plats, Page 29, Records of Snohomish County, Washington

Exhibit B to Environmental Declaration



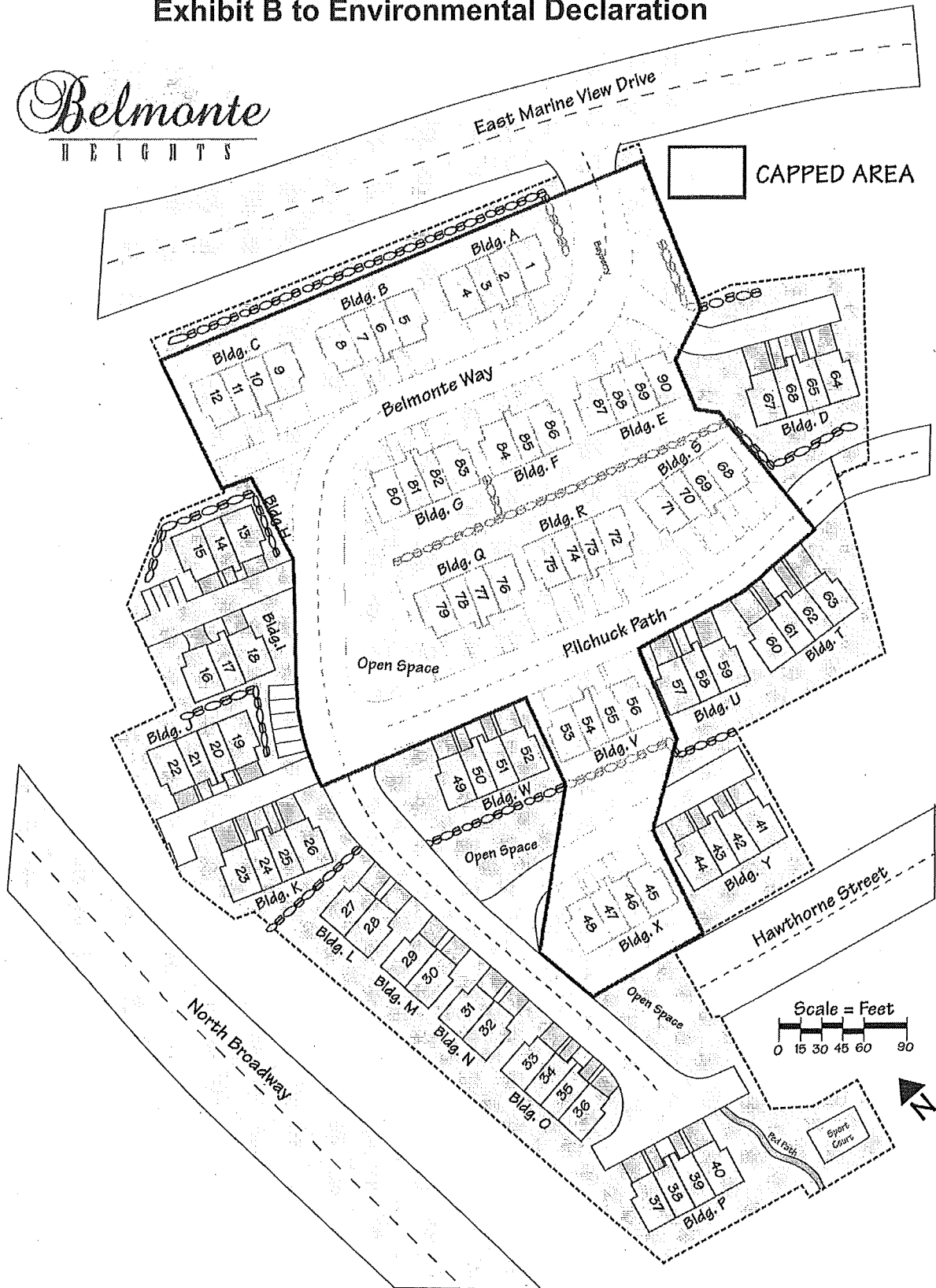
CAPPED AREA

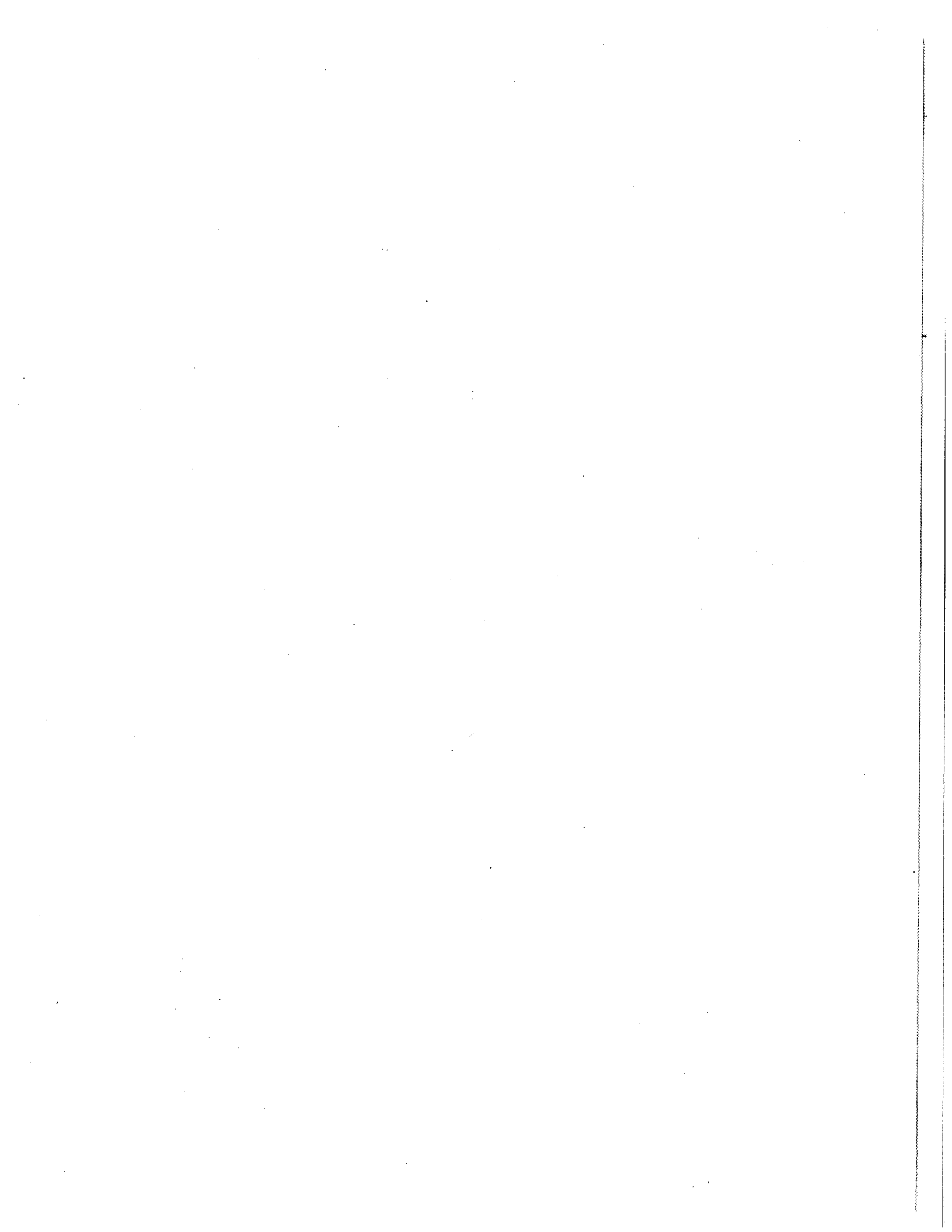
Scale = Feet
0 15 30 45 60 90



Exhibit B to Environmental Declaration

Belmonte
HEIGHTS





Belmonte Heights

Building #	Unit Number	Lot #	Address	Tax Parcel ID
A	A-4	1	3043 Belmonte Lane	010640-000-001-00
	A-3	2	3041 Belmonte Lane	010640-000-002-00
	A-2	3	3039 Belmonte Lane	010640-000-003-00
	A-1	4	3037 Belmonte Lane	010640-000-004-00
B	B-4	5	3035 Belmonte Lane	010640-000-005-00
	B-3	6	3033 Belmonte Lane	010640-000-006-00
	B-2	7	3031 Belmonte Lane	010640-000-007-00
	B-1	8	3029 Belmonte Lane	010640-000-008-00
C	C-4	9	3027 Belmonte Lane	010640-000-009-00
	C-3	10	3025 Belmonte Lane	010640-000-010-00
	C-2	11	3023 Belmonte Lane	010640-000-011-00
	C-1	12	3021 Belmonte Lane	010640-000-012-00
H	H-3	13	3019 Belmonte Lane	010640-000-013-00
	H-2	14	3017 Belmonte Lane	010640-000-014-00
	H-1	15	3015 Belmonte Lane	010640-000-015-00
I	I-3	16	3013 Belmonte Lane	010640-000-016-00
	I-2	17	3011 Belmonte Lane	010640-000-017-00
	I-1	18	3009 Belmonte Lane	010640-000-018-00
J	J-4	19	3007 Belmonte Lane	010640-000-019-00
	J-3	20	3005 Belmonte Lane	010640-000-020-00
	J-2	21	3003 Belmonte Lane	010640-000-021-00
	J-1	22	3001 Belmonte Lane	010640-000-022-00
K	K-4	23	2927 Belmonte Lane	010640-000-023-00
	K-3	24	2925 Belmonte Lane	010640-000-024-00
	K-2	25	2923 Belmonte Lane	010640-000-025-00
	K-1	26	2921 Belmonte Lane	010640-000-026-00
L	L-2	27	2919 Belmonte Lane	010640-000-027-00
	L-1	28	2917 Belmonte Lane	010640-000-028-00
M	M-2	29	2915 Belmonte Lane	010640-000-029-00
	M-1	30	2913 Belmonte Lane	010640-000-030-00
N	N-2	31	2911 Belmonte Lane	010640-000-031-00
	N-1	32	2909 Belmonte Lane	010640-000-032-00
O	O-4	33	2907 Belmonte Lane	010640-000-033-00
	O-3	34	2905 Belmonte Lane	010640-000-034-00
	O-2	35	2903 Belmonte Lane	010640-000-035-00
	O-1	36	2901 Belmonte Lane	010640-000-036-00
P	P-4	37	2807 Belmonte Lane	010640-000-037-00
	P-3	38	2805 Belmonte Lane	010640-000-038-00
	P-2	39	2803 Belmonte Lane	010640-000-039-00
	P-1	40	2801 Belmonte Lane	010640-000-040-00
Y	Y-1	41	2924 Belmonte Lane	010640-000-041-00
	Y-2	42	2922 Belmonte Lane	010640-000-042-00
	Y-3	43	2920 Belmonte Lane	010640-000-043-00
	Y-4	44	2918 Belmonte Lane	010640-000-044-00
X	X-1	45	2916 Belmonte Lane	010640-000-045-00
	X-2	46	2914 Belmonte Lane	010640-000-046-00
	X-3	47	2912 Belmonte Lane	010640-000-047-00
	X-4	48	2910 Belmonte Lane	010640-000-048-00

Belmonte Heights

Building #	Unit Number	Lot #	Address	Tax Parcel ID
W	W-4	49	506 Pilchuck Path	010640-000-049-00
	W-3	50	508 Pilchuck Path	010640-000-050-00
	W-2	51	510 Pilchuck Path	010640-000-051-00
	W-1	52	512 Pilchuck Path	010640-000-052-00
V	V-4	53	514 Pilchuck Path	010640-000-053-00
	V-3	54	516 Pilchuck Path	010640-000-054-00
	V-2	55	518 Pilchuck Path	010640-000-055-00
	V-1	56	520 Pilchuck Path	010640-000-056-00
U	U-3	57	522 Pilchuck Path	010640-000-057-00
	U-2	58	524 Pilchuck Path	010640-000-058-00
	U-1	59	526 Pilchuck Path	010640-000-059-00
T	T-4	60	528 Pilchuck Path	010640-000-060-00
	T-3	61	530 Pilchuck Path	010640-000-061-00
	T-2	62	532 Pilchuck Path	010640-000-062-00
	T-1	63	534 Pilchuck Path	010640-000-063-00
D	D-1	64	3058 Belmonte Lane	010640-000-064-00
	D-2	65	3056 Belmonte Lane	010640-000-065-00
	D-3	66	3054 Belmonte Lane	010640-000-066-00
	D-4	67	3052 Belmonte Lane	010640-000-067-00
S	S-4	68	533 Pilchuck Path	010640-000-068-00
	S-3	69	531 Pilchuck Path	010640-000-069-00
	S-2	70	529 Pilchuck Path	010640-000-070-00
	S-1	71	527 Pilchuck Path	010640-000-071-00
R	R-4	72	525 Pilchuck Path	010640-000-072-00
	R-3	73	523 Pilchuck Path	010640-000-073-00
	R-2	74	521 Pilchuck Path	010640-000-074-00
	R-1	75	519 Pilchuck Path	010640-000-075-00
Q	Q-4	76	517 Pilchuck Path	010640-000-076-00
	Q-3	77	515 Pilchuck Path	010640-000-077-00
	Q-2	78	513 Pilchuck Path	010640-000-078-00
	Q-1	79	511 Pilchuck Path	010640-000-079-00
G	G-4	80	3030 Belmonte Lane	010640-000-080-00
	G-3	81	3032 Belmonte Lane	010640-000-081-00
	G-2	82	3034 Belmonte Lane	010640-000-082-00
	G-1	83	3036 Belmonte Lane	010640-000-083-00
F	F-3	84	3038 Belmonte Lane	010640-000-084-00
	F-2	85	3040 Belmonte Lane	010640-000-085-00
	F-1	86	3042 Belmonte Lane	010640-000-086-00
E	E-4	87	3044 Belmonte Lane	010640-000-087-00
	E-3	88	3046 Belmonte Lane	010640-000-088-00
	E-2	89	3048 Belmonte Lane	010640-000-089-00
	E-1	90	3050 Belmonte Lane	010640-000-090-00

Everett H. Smith / SIT 8.8.2.
Clean Area Restrictive Covenants

200701290760
01/29/2007 3:13pm \$37.00
SNOHOMISH COUNTY, WASHINGTON

CONFORMED COPY

6 PGS

Return To:

**Housing Authority of the City of Everett
3107 Colby Avenue, Everett, WA 98201
P. O. Box 1547, Everett, WA 98206-1547
Attention: Bud Alkire-Executive Director**

COVER SHEET – INDEXING FORM

CHICAGO TITLE

Document Title: **RESTRICTIVE COVENANT**

Reference #: **N/A**

Grantor/Borrower: **Housing Authority of the City of Everett and
Belmonte Heights, LLC**

Grantee/Assignee/Beneficiary: **State of Washington, Department of Ecology**

Legal Description: **In the SW 1/4 of the SE 1/4 of Section 8, Township 29 North,
Range 5 East, Willamette Meridian, City of Everett, Snohomish County,
Washington**

Assessor's Tax Parcel ID #: 00396600005100 and others

CHICAGO 5971102

(5) 37-

CHICAGO TITLE INSURANCE COMPANY HAS PLACED
THIS DOCUMENT OF RECORD AS A CUSTOMER
COURTESY AND ACCEPTS NO LIABILITY FOR THE
ACCURACY OR VALIDITY OF THE DOCUMENT.

**RESTRICTIVE COVENANT
THE HOUSING AUTHORITY OF THE CITY OF EVERETT**

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by The Housing Authority of the City of Everett, its successors and assigns, Belmonte Heights, LLC, 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 Restrictive Covenant. The Remedial Action conducted at the property is described in the following document[s]:

- Interim Action Report, Everett Smelter Site, Everett, Washington, Asarco Consulting Inc., December 2002
- Everett Smelter Site Final Cleanup Action Plan (FCAP) and Final Environmental Impact Statement for the Upland Area, Everett, Washington, Washington State Department of Ecology, November 19, 1999
- Final Design Report, Everett Smelter Site, Everett, Washington, Asarco Consulting Inc., March 2004
- Construction Specifications, Everett Smelter Site, Everett, Washington, Asarco Consulting Inc., June 2004
- Annual Residential Report (August 2004 – October 2004), Everett, Washington, Asarco Consulting, Inc., December 2004
- Prospective Purchaser Consent Decree RE: Asarco Houses, Everett Smelter Site, Everett, Washington, State of Washington Snohomish County Superior Court, No. 04 2 10919 0

These documents are on file at Ecology's Northwest Regional Office.

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of Arsenic, which exceed the Model Toxics Control Act Method B for groundwater established under WAC 173-340-740.

The undersigned, The Housing Authority of the City of Everett, a public body corporate and politic, was the fee owner of real property (consisting of the North Clean Area and the South Clean Area and hereafter referred to as the "Property") in the County of Snohomish, State of Washington that is subject to this Restrictive Covenant and sold said Property to the undersigned Belmonte Heights LLC, a Washington Limited Liability Company, and the fee owner of the Property. The legal description of the Property is as follows:

LEGAL DESCRIPTION

NORTH CLEAN AREA

THAT PORTION OF THE FOLLOWING PROPERTY:

LOTS 41 AND 42, LOTS 66 THROUGH 71, INCLUSIVE, LOTS 73 AND 74, BRIDGEWAY, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGE 119, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF THE NORTHEASTERLY 10.00 FEET OF VACATED HAWTHORNE STREET (FORMERLY GRAND AVENUE) ADJACENT THERETO AND ABUTTING THEREON;

AND TOGETHER WITH THOSE PORTIONS OF VACATED 5TH STREET, PILCHUCK PATH, HAWTHORNE STREET (FORMERLY GRAND AVENUE) AND ALLEY CONTAINED WITHIN, LYING ADJACENT THERETO AND ABUTTING THEREON;

AND TOGETHER WITH LOTS 1 AND 2 OF CITY OF EVERETT SHORT PLAT, RECORDED UNDER AUDITOR'S FILE NUMBER 7608090251, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

AND TOGETHER WITH THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 29 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN SNOHOMISH COUNTY, WASHINGTON, LYING NORTHERLY AND WESTERLY OF SAID PLAT OF BRIDGEWAY AND SOUTHERLY OF THE SOUTH MARGIN OF HIGHWAY 99;

EXCEPT THOSE PORTIONS CONVEYED TO THE STATE OF WASHINGTON, BY DEEDS RECORDED UNDER AUDITOR'S FILE NUMBERS 1045343, 1050272 AND 1095440, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 1 OF CITY OF EVERETT SHORT PLAT, AS RECORDED UNDER AUDITOR'S FILE NUMBER 7608090251, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

THENCE NORTH 61°24'53" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1 AND ITS NORTHERLY EXTENSION, 200.50 FEET;

THENCE NORTH 28°35'07" WEST, 63.95 FEET;

THENCE NORTH 40°37'51" EAST, 59.91 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT, WHOSE RADIAL CENTER BEARS SOUTH 12°29'57" EAST, 35.00 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 67°31'24", AN ARC DISTANCE OF 41.25 FEET;

THENCE SOUTH 86°54'20" EAST, 77.67 FEET;

THENCE NORTH 67°28'40" EAST, 76.83 FEET;
THENCE NORTH 22°33'20" WEST, 164.66 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT, WHOSE RADIAL CENTER BEARS SOUTH 22°01'08" EAST, 200.08 FEET;
THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 20°20'05", AN ARC DISTANCE OF 71.01 FEET;
THENCE NORTH 88°18'57" EAST, 75.94 FEET;
THENCE NORTH 67°28'17" EAST, 86.77 FEET;
THENCE NORTH 22°33'20" WEST, 23.63 FEET TO THE NORTHERLY MARGIN OF 5TH STREET AND THE TERMINUS OF THE HEREIN DESCRIBED LINE.

SOUTH CLEAN AREA

THAT PORTION OF THE FOLLOWING PROPERTY:

THE NORTH HALF OF LOT 16, LOTS 49 THROUGH 51, INCLUSIVE, LOTS 61 THROUGH 64, INCLUSIVE, LOTS 76 AND 77, THE NORTH HALF OF LOT 78, BRIDGEWAY, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGE 119, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF THE NORTHEASTERLY 10.00 FEET OF VACATED HAWTHORNE STREET (FORMERLY GRAND AVENUE) ADJACENT THERETO AND ABUTTING THEREON;

AND TOGETHER WITH THOSE PORTIONS OF VACATED PILCHUCK PATH AND ALLEY CONTAINED WITHIN, LYING ADJACENT THERETO AND ABUTTING THEREON;

LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE MOST SOUTHERLY CORNER OF LOT 1 OF CITY OF EVERETT SHORT PLAT, AS RECORDED UNDER AUDITOR'S FILE NUMBER 7608090251, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
THENCE NORTH 61°24'53" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1 AND ITS NORTHERLY EXTENSION, 200.50 FEET;
THENCE SOUTH 28°35'07" EAST, 24.92 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE;
THENCE NORTH 60°28'10" EAST, 84.87 FEET;
THENCE SOUTH 74°27'23" EAST, 73.67 FEET;
THENCE NORTH 67°28'40" EAST, 76.83 FEET;
THENCE SOUTH 22°33'20" EAST, 18.70 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, WHOSE RADIAL CENTER BEARS NORTH 65°22'23" EAST, 370.29 FEET;
THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 20°24'05", AN ARC DISTANCE OF 131.85 FEET;

THENCE NORTH 52°04'50" EAST, 139.86 FEET;
THENCE NORTH 67°28'40" EAST, 37.03 FEET;
THENCE SOUTH 71°04'22" EAST, 46.49 FEET TO THE SOUTH LINE OF SAID NORTH HALF OF LOT 16 AND THE TERMINUS OF THE HEREIN DESCRIBED LINE.

The Housing Authority of the City of Everett and Belmonte Heights, LLC make 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. No groundwater may be taken for any purposes from the Property.

Section 2. Any activity on the Property that may interfere with the continued protection of human health and the environment, or that may result in a 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 3. 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 4. 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 5. 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 6. 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 7. 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.

The Housing Authority of the City of Everett, a public body corporate and politic.

By: 
Bud Akire, Executive Director

1/26/2007
Date Signed

Belmonte Heights, LLC, a Washington Limited Liability Company

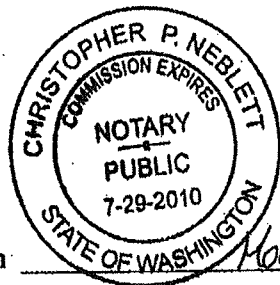
By: [Signature] 1/29/07
Jeffrey S. Dye, Authorized Agent Date Signed

State of Washington
County of Snohomish

On this 26th day of January, 2007, the above signed Bud Alkire, known to me to be the Executive Director of the Housing Authority of the City of Everett, personally appeared before me, executed the foregoing Restrictive Covenant, and acknowledged that said execution to be his free and voluntary act and on oath state that he is authorized to execute said Restrictive Covenant.

[Signature]
Notary Signature

Christopher P Neblett
Printed Name



Notary Public in and for the State of Washington Residing in Mount Vernon

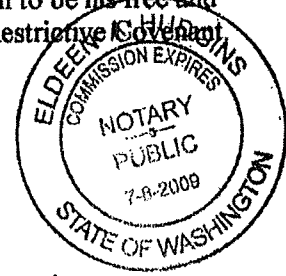
My Commission expires: 7/29/2010

State of Washington
County of Snohomish

On this ²⁴29 day of January, 2007, the above signed Jeffrey S. Dye, known to me to be the Authorized Agent for Belmonte Heights LLC, personally appeared before me, executed the foregoing Restrictive Covenant, and acknowledged that said execution to be his free and voluntary act and on oath state that he is authorized to execute said Restrictive Covenant.

[Signature]
Notary Signature

Eldeen A Hudgins
Printed Name



Notary Public in and for the State of Washington Residing in Everett

My Commission expires: 7.8.2009

Everett Smelter / SIT 8.8.2
Consolidation Area Restrictive Covenants

200604270899 6 PGS
04-27-2006 04:00pm \$37.00
SNOHOMISH COUNTY, WASHINGTON

Return To:

**Housing Authority of the City of Everett
3107 Colby Avenue, Everett, WA 98201
P. O. Box 1547, Everett, WA 98206-1547
Attention: Bud Alkire-Executive Director**

COVER SHEET -- INDEXING FORM

CHICAGO 5716696	⑥ 37-	CHICAGO TITLE
---------------------------	----------	----------------------

Document Title: **RESTRICTIVE COVENANT**

Reference #: **N/A**

Grantor/Borrower: **Housing Authority of the City of Everett**

Grantee/Assignee/Beneficiary: **State of Washington, Department of Ecology**

Legal Description: **In the SW 1/4 of the SE 1/4 of Section 8, Township 29 North,
Range 5 East, Willamette Meridian, City of Everett, Snohomish County,
Washington**

Assessor's Tax Parcel ID #: **00396600004302 and others**

CHICAGO TITLE INSURANCE COMPANY HAS PLACED
THIS DOCUMENT OF RECORD AS A CUSTOMER
COURTESY AND ACCEPTS NO LIABILITY FOR THE
ACCURACY OR VALIDITY OF THE DOCUMENT.

**RESTRICTIVE COVENANT
THE HOUSING AUTHORITY OF THE CITY OF EVERETT**

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by The Housing Authority of the City of Everett, 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 Restrictive Covenant. The Remedial Action conducted at the property is described in the following document[s]:

- Interim Action Report, Everett Smelter Site, Everett, Washington, Asarco Consulting Inc., December 2002
- Everett Smelter Site Final Cleanup Action Plan (FCAP) and Final Environmental Impact Statement for the Upland Area, Everett, Washington, Washington State Department of Ecology, November 19, 1999
- Final Design Report, Everett Smelter Site, Everett, Washington, Asarco Consulting Inc., March 2004
- Construction Specifications, Everett Smelter Site, Everett, Washington, Asarco Consulting Inc., June 2004
- Annual Residential Report (August 2004 – October 2004), Everett, Washington, Asarco Consulting, Inc., December 2004
- Prospective Purchaser Consent Decree RE: Asarco Houses, Everett Smelter Site, Everett, Washington, State of Washington Snohomish County Superior Court, No. 04 2 10919 0

These documents are on file at Ecology's Northwest Regional Office.

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of Arsenic, which exceed the Model Toxics Control Act Method B for soil and groundwater established under WAC 173-340-740.

The undersigned, The Housing Authority of the City of Everett, a public body corporate and politic, is the fee owner of real property (hereafter "Property") in the County of Snohomish, State of Washington that is subject to this Restrictive Covenant. The legal description of the Property is as follows:

LEGAL DESCRIPTION

THAT PORTION OF THE FOLLOWING PROPERTY:

THE NORTH HALF OF LOT 16, LOTS 17 THROUGH 23, INCLUSIVE, LOTS 42 THROUGH 50, INCLUSIVE, LOTS 61 THROUGH 69, INCLUSIVE, LOTS 74 THROUGH 77, INCLUSIVE, THE NORTH HALF OF LOT 78, BRIDGEWAY, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 10 OF PLATS, PAGE 119, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF THE NORTHEASTERLY 10.00 FEET OF VACATED HAWTHORNE STREET (FORMERLY GRAND AVENUE) ADJACENT THERETO AND ABUTTING THEREON;

AND TOGETHER WITH THOSE PORTIONS OF VACATED 5TH STREET, PILCHUCK PATH, HAWTHORNE STREET (FORMERLY GRAND AVENUE) AND ALLEY CONTAINED WITHIN, LYING ADJACENT THERETO AND ABUTTING THEREON;

LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 1 OF CITY OF EVERETT SHORT PLAT, AS RECORDED UNDER AUDITOR'S FILE NUMBER 7608090251, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

THENCE NORTH 61°24'53" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1 AND ITS NORTHERLY EXTENSION, 200.50 FEET;

THENCE NORTH 28°35'07" WEST, 63.95 FEET;

THENCE NORTH 40°37'51" EAST, 59.91 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT, WHOSE RADIAL CENTER BEARS SOUTH 12°29'57" EAST, 35.00 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 67°31'24", AN ARC DISTANCE OF 41.25 FEET;

THENCE SOUTH 66°54'20" EAST, 77.67 FEET;

THENCE NORTH 67°28'40" EAST, 76.83 FEET;

THENCE NORTH 22°33'20" WEST, 164.66 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT, WHOSE RADIAL CENTER BEARS SOUTH 22°01'08" EAST, 200.08 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 20°20'05", AN ARC DISTANCE OF 71.01 FEET;

THENCE NORTH 88°18'57" EAST, 75.64 FEET;

THENCE NORTH 67°28'17" EAST, 86.77 FEET;

THENCE NORTH 22°33'20" WEST, 23.63 FEET TO THE NORTHERLY MARGIN OF 5TH STREET AND THE TERMINUS OF THE HEREIN DESCRIBED LINE;

AND LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE MOST SOUTHERLY CORNER OF LOT 1 OF CITY OF EVERETT SHORT PLAT, AS RECORDED UNDER AUDITOR'S FILE NUMBER 7608090251, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

THENCE NORTH 61°24'53" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1 AND ITS NORTHERLY EXTENSION, 200.50 FEET;

THENCE SOUTH 28°35'07" EAST, 24.92 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE;

THENCE NORTH 60°28'10" EAST, 84.87 FEET;

THENCE SOUTH 74°27'23" EAST, 73.87 FEET;

THENCE NORTH 67°28'40" EAST, 76.83 FEET;

THENCE SOUTH 22°33'20" EAST, 18.70 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, WHOSE RADIAL CENTER BEARS NORTH 65°22'23" EAST, 370.20 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 20°24'05", AN ARC DISTANCE OF 131.85 FEET;

THENCE NORTH 52°04'50" EAST, 139.88 FEET;
THENCE NORTH 67°26'40" EAST, 37.03 FEET;
THENCE SOUTH 71°04'22" EAST, 46.49 FEET TO THE SOUTH LINE OF SAID NORTH HALF OF
LOT 16 AND THE TERMINUS OF THE HEREIN DESCRIBED LINE.

The Housing Authority of the City of Everett 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. No groundwater may be taken for any purposes from the Property.

Section 2(a) A portion of the Property contains Arsenic contaminated soil located beneath structures, pavement, driveways and sidewalks. The Owner shall not alter, modify, or remove the existing structures, pavement, driveways or sidewalks 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, including prior approval by Ecology of the Owner's plans to properly manage contaminated soil.

Section 2(b) Soil contamination remains on all portions of the lot surrounding the residence, underneath a cap consisting of a minimum of two feet of clean soil. Any activity on these areas or in close proximity to these areas of the Property that may result in the release or exposure of the contaminated soil that was contained as part of the Remedial Action, or create a new exposure pathway is prohibited without prior written approval from Ecology, including prior approval by Ecology of the Owner's plans to properly manage contaminated soil.

Examples of activities requiring Ecology approval include activities such as drilling, digging, bulldozing or other earthwork when any such activity penetrates the fill by more than 18 inches (except for the installation of fence posts as discussed further below), or the placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capability. Prior Ecology approval is not required when activity is undertaken that affects only the top 18 inches or less of the soil cap and therefore does not result in exposure of any contaminated soils that remain under the cap, provided such activity does not stress the surface beyond its load bearing capability, and provided a minimum of two feet of clean soil will be in place at the completion of the activity.

The Owner may, however, install fence posts or other posts when doing so would disturb soil below a depth of 18 inches, without prior Ecology approval. Contaminated soil brought to the surface by installation of fence posts or other posts must be placed into containers or covered with plastic sheeting to prevent contact, especially contact by children. The contaminated soil may be returned to the hole as fill around the fence post. At the conclusion of the post installation the contaminated soil must either be (1) beneath two feet of clean fill, or (2) if placed within two feet of the surface, capped with a minimum of 3 inches of concrete or asphalt at the top of the hole. Any contaminated soil, which cannot be managed on site, must be disposed of off-site at a

properly permitted facility.

If structures, paving, or asphalt are constructed or placed on the property at any point in the future, and contaminated soil is contained beneath the structure, paving, or asphalt, the Owner shall not alter, modify, or remove the structures, paving, or asphalt 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, including prior written approval of the Owner's plans to properly manage contaminated soil.

Section 3. Except as provided in Sections 2(a) and 2(b), any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment, or that may result in a 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.

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.

The Housing Authority of the City of Everett, a public body corporate and politic.

By: 
Bud Alkire, Executive Director

4/25/2006
Date Signed

State of Washington
County of Snohomish

On this 25th day of APRIL, 2006, the above signed Bud Alkire, known to me to be the Executive Director of the Housing Authority of the City of Everett, personally appeared before me, executed the foregoing Restrictive Covenant, and acknowledged that said execution to be his free and voluntary act and on oath state that he is authorized to execute said Restrictive Covenant.

Brenda J. McLeod
Notary Signature

Brenda J. McLeod
Printed Name

Notary Public in and for the State of Washington Residing in Marystville

My Commission expires: 01-10-2009

