

ORIGINAL

When recorded return to:

Eastern Plains Housing Limited Partnership  
1911 65<sup>th</sup> Avenue West  
Tacoma, WA 98466

D64144

**RESTRICTIVE COVENANT**  
**EASTERN PLAINS HOUSING LIMITED PARTNERSHIP**  
**COLORADO APARTMENTS**  
Coversheet Recording Information:

GRANTOR: Eastern Plains Housing Limited Partnership, a  
Washington limited partnership

GRANTEE: State of Washington Department of Ecology

LEGAL DESCRIPTION Lot 2, North River Short Plat 19-96 EWLP 11/2-22-20,  
Douglas County, State of Washington, according to the  
plat thereof Recorded in Volume H of Plats, Page 464.

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBERS:

401 000 028 09

**RESTRICTIVE COVENANT**

**EASTERN PLAINS HOUSING LIMITED PARTNERSHIP**

**COLORADO APARTMENTS**

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

An independent remedial action (hereafter "Remedial Action") occurred at the property



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LAND TITLE CO.

CO

13.00 Douglas County

that is the subject of this Restrictive Covenant. The Remedial Action conducted at the property is described in the following documents:

- Independent Remedial Action Report

White Shield Environmental

- Geotechnical Investigation Colorado Apartments\*

White Shield, Inc. – Steven D. Fischer

- Department of Ecology Water Well Report\*

Tumwater Drilling, Inc.

- Phase I Environmental Site Assessment – Colorado Apartments\*

White Shield Environmental – Stuart Fricke

- Phase II Characterization Report – Colorado & North River Apartments\*

White Shield Environmental – Stuart Fricke

- Department of Ecology Letter Regarding On-Site Remediation\*

Mark Peterschmidt

- Vaughn Bay Construction Documentation of Surface Soil Handling\*

Photo Journal of Operation – Terrance M. O'Brien

- Analytical Analysis\*

OnSite Environmental Inc. – David Baumeister

Sound Analytical Services, Inc.

\*Items included as Attachments to the Independent Remedial Action Report.

These documents are on file at Ecology's Central Region Office.

This Restrictive Covenant is required because the Remedial Action resulted in residual



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concentrations of lead and arsenic which exceed the Model Toxics Control Act Method A Residential Cleanup Levels for soil established under WAC 173-340-740.

The undersigned, Eastern Plains Housing Limited Partnership, is the fee owner of real property (hereafter "Property") in the County of Douglas, State of Washington, that is subject to this Restrictive Covenant. The Property is legally described AS FOLLOWS:

Lot 2, North River Short Plat 19-96 EWLP 11/2-22-20, Douglas County, Washington, according to the plat thereof Recorded in Volume H of Plats, Page 464.

Eastern Plains Housing Limited Partnership makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, as provided by law and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereafter "Owner").

Section 1. A portion of the Property contains lead and arsenic contaminated soil located in the following areas as identified in Figure 9 of the Independent Remedial Action Report.

- A remedial burial pit;
- The western portion of the site underlying 6 mil visqueen and varying amounts of clean fill as described in section 2.4 of the Independent Remedial Action Report;
- The eastern entry to the Colorado Apartments underlying asphalt; and
- Under the eastern most building (Building "A").

The Owner shall not alter, modify, or remove the existing structures in any manner that may result in the release or exposure to the environment of that contaminated soil or create a new exposure pathway without prior written approval from Ecology.



Any activity on the Property that may result in the release or exposure to the environment of the contaminated soil that was contained as part of the Remedial Action, or create a new exposure pathway, is prohibited. Some examples of activities that are prohibited in the capped areas include: drilling, digging, placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capability, piercing the surface with a rod, spike or similar item, bulldozing or earthwork.

Section 2. Any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited.

Section 3. Any activity on the Property that may result in the release or exposure to the environment of a hazardous substance that remains on the Property as part of the Remedial Action, or create a new exposure pathway, is prohibited without prior written approval from Ecology.

Section 4. The Owner of the property must give thirty (30) 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



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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.

Paul Garcia, President

Eastern Plains Housing, Inc., General Partner

Eastern Plains Housing Limited Partnership

3/23/99

Date



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STATE OF CALIFORNIA )

) ss.

COUNTY OF Placer )

On this 23<sup>rd</sup> day of March, 1999, before me, the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared Paul Garcia, to me known to be the President of Eastern Plains Housing, Inc., a corporation which is a general partner in Eastern Plains Housing Limited Partnership, the partnership that executed the within the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation and said partnership, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of the corporation acting on behalf of said partnership.

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



By: Stephanie A. Stolz  
Name (print): STEPHANIE A. STOLZ  
NOTARY PUBLIC in and for the State of  
California, residing at Placer Co.  
My commission expires 12-5-00