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13.00 Douglas County

LAND TITLE CO.

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ORIGINAL

When recorded return to:

North River Apartments Limited Partnership
1911 65th Avenue West
Tacoma, WA 98466

D64145

RESTRICTIVE COVENANT
NORTH RIVER APARTMENTS LIMITED PARTNERSHIP
NORTH RIVER APARTMENTS
Coversheet Recording Information:

GRANTOR: North River Apartments Limited Partnership, a
Washington limited partnership

GRANTEE: State of Washington Department of Ecology

LEGAL DESCRIPTION Lot 1, 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 08

RESTRICTIVE COVENANT

NORTH RIVER APARTMENTS LIMITED PARTNERSHIP

NORTH RIVER APARTMENTS

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f)
and (g) and WAC 173-340-440 by North River Apartments 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

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 – North River 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 Regional Office.

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

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, North River Apartments 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 1, 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.

North River Apartments 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.

Stephen W. Page, President

North River, Inc., General Partner

North River Apartments Limited Partnership

3/29/99

Date

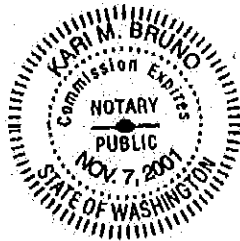


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STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this 29 day of March, 1999, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Stephen W. Page to me known to be the President of North River, Inc., a corporation which is a general partner in North River Apartments 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: Kari M. Bruno
Name (print): Kari M. Bruno
NOTARY PUBLIC in and for the State of
Washington, residing at Tacoma.
My commission expires 11/7/2001