



200102070376 5 pg

2-7-2001 02:44pm \$12.00  
PIERCE COUNTY, WASHINGTON

When Recorded Return to:

Bonneville, Viert, Morton & McGoldrick, P.S.  
PO Box 1533  
Tacoma WA 98401-1533

Post-it® Fax Note	7671	Date	# of pages ▶
To	Mike Dunning	From	Russ McMillan
Co./Dept.		Co.	
Phone #		Phone #	7-62564
Fax #	586-6760	Fax #	

Reference Number(s) of Related Documents (if applicable):

Grantor/Borrower(s): **Ronald S. Oline and Judy D. Johnson**

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

Legal Description: **A portion of the SE ¼ of Section 26, Township 21 North, Range 3 East**

Additional legal on page 5 of this document.

Assessor's Tax Parcel Numbers: **032126 405 7**

**RESTRICTIVE COVENANT  
DON OLINE AUTOFLUFF SITE**

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Ronald S. Oline and Judy D. Johnson, their successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology").

A cleanup pursuant to a Consent Decree entered in *State of Washington, Department of Ecology v. Donald E. Oline, Ronald S. Oline, and Judy G. Johnson*, Pierce County Superior Court No. 97-2-09719-9 and in the Cleanup Action Plan attached thereto occurred at the property that is the subject of this Restrictive Covenant. The cleanup conducted at the property is described in the Final Report and Appendices, Don Oline Autofluff Site dated June 11, 1998, by Environmental Partners, Inc., and the Confirmation Sampling and Analysis Report for Intertidal Sediments, Don Oline Autofluff Site, Hylebos Waterway, Commencement Bay dated December 20, 2000 by Russ McMillan, Department of Ecology. These documents are on file at Ecology's Toxics Cleanup Program, PO Box 47776, Olympia, WA 98504.

17-

This Restrictive Covenant is required because the cleanup resulted in residual concentrations of cadmium, lead and total PCBs which exceed the Model Toxics Control Act Method A Residential Cleanup Levels for soil established under WAC 173-340-740.

The undersigned, Ronald S. Oline and Judy D. Johnson, are the fee owners of real property (hereafter "Property") in the County of Pierce, State of Washington, that is subject to this Restrictive Covenant. The Property is legally described in Attachment A of this restrictive covenant and made a part hereof by reference.

Ronald S. Oline and Judy D. Johnson 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. The Property shall be used only for traditional industrial uses, as described in RCW 70.105D.020(23) and defined in and allowed under the City of Tacoma's zoning regulations codified in the Tacoma Municipal Code, Chapter 13.06, as of the date of this Restrictive Covenant.

Section 2. No groundwater may be taken for domestic use from the Property.

Section 3. Cadmium, lead and PCB contaminated soil is located in the western portion of the property within 60 feet of the existing bulkhead. The Owner shall not alter, modify, or remove the existing structure 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.

Section 4. The Owner of the property must give written notice to Ecology within thirty (30) days of any conveyance of fee title in the Property.

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. No right of access or use by the general public to any portion of the site is conveyed by this instrument.

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 cleanup, to take samples, to inspect cleanup actions conducted at the property, and to inspect records that are related to the cleanup.





Commencing at the southeast corner of Government Lot 11 in the southeast quarter of Section 26, Township 21 North, Range 3 East of the W.M.; thence north  $00^{\circ}35'53''$  east along the east line of said Section for a distance of 400 feet; thence south  $45^{\circ}22'22''$  west to the southwesterly line of Marine View Drive as condemned under Pierce County Superior Court Cause No. 67546 and the true point of beginning; thence north  $48^{\circ}18'36''$  west along the southwesterly line of Marine View Drive 295 feet, more or less, to the most easterly corner of tract of land contracted to be conveyed to Donald E. Oline and Alba M. Oline, his wife, by Instrument recorded September 7, 1971 under Auditor's Fee No. 2409340; thence south  $42^{\circ}48'45''$  west a distance of 430.08 feet to the northeasterly boundary line of Hylebos Waterway; thence south  $48^{\circ}18'36''$  east along the northerly line of Hylebos Waterway a distance of 1307.14 feet to the south line of Government Lot 2 in Section 36, Township 21 North, Range 3 East, W.M.; thence east along the south line of Government Lot a distance of 620 feet, more or less, to the southwesterly line of Marine View Drive; thence northerly along the southwesterly line of Marine View Drive to the point of beginning.

EXHIBIT "     A     "