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PIERCE COUNTY, WASHINGTON

Name & Return Address:

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17720 NE 45th St. Suite 201
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BY: _____

Please print legibly or type information.

Document Title(s)	<u>Restrictive Covenant</u>
Grantor(s)	<u>Lebb, Thomas H.</u>
____ Additional Names on Page ____ of Document	
Grantee(s)	<u>State of Washington Ecology</u>
____ Additional Names on Page ____ of Document	
Legal Description (Abbreviated: i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section)	
Complete Legal Description on Page ____ of Document	
Auditor's Reference Number(s)	
Assessor's Property Tax Parcel/Account Number(s)	
<p>The Auditor/Recorder will rely on the information provided on this cover sheet. The Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.</p> <p>I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.</p> <p>_____ Signature of Requesting Party (Required for non-standard recordings only)</p> <p>Gpcovst.doc rev 4/02</p>	

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RESTRICTIVE COVENANT

Thomas Tebb, Fred Tebb & Sons, Inc.

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Thomas Tebb, 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 document[s]:

- Nowicki & Associates, Quarterly Groundwater Monitoring and Soil Remediation, May 25, 1994.
- Nowicki & Associates, Underground Storage Tank Closure and Site Assessment, November 1998.
- Nowicki & Associates, Monitoring Well Installation and Groundwater Sampling, December 1999.
- Nowicki & Associates, Quarterly Groundwater Sampling, December 1993; November 1994; August 25, 1994; February 1995; May 1995; August 1995; February 2000; May 2000; October 5, 2000; January 25, 2001; April 17, 2001.

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

This Restrictive Covenant is required because the Remedial

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Action resulted in residual concentrations of Total Petroleum Hydrocarbons as gasoline and diesel which exceed the Model Toxics Control Act Method A Residential Cleanup Level for soil established under WAC 173-340-740.

The undersigned, Thomas Tebb, is the fee owner 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 as follows:

Commencing at a point on the Northwestern right of way line of Lincoln Avenue as widened Northerly by deed to the City of Tacoma, October 16, 1956, from the Port of Tacoma, recorded under Auditor's Fee No. 1773630, and the intersection of the Southwesterly property line of a tract of land conveyed to the Chicago, Milwaukee, St. Paul and Pacific Railroad by deed recorded October 30, 1908 under Auditor's Fee No. 278297; thence Southwesterly along the said Northwestern right of way line of Lincoln Avenue, a distance of 692.20 feet to the true point of beginning for this description; thence continuing along the said Northwestern right of way line of Lincoln Avenue a distance of 521.96 feet to a point on the Easterly line of the tract of land conveyed to Northern Pacific Railway Company deed recorded February 13, 1906 under Auditor's Fee No. 206243; thence on an angle to the right of 108°18'30" following said Easterly right of way line a distance of 262.28 feet to a point; thence on an angle to the right of 71°41'30" on a line parallel to the Northwestern right of way line of Lincoln Avenue a distance of 516.94 feet; thence on an angle to the right of 104°48'22" a distance of 246.00 feet to point of curvature of a curve to the right having a radius of 15.00 feet; thence along the arc of said curve to the right a distance of 19.68 feet to the true point of beginning of this description, in Pierce County, Washington.

Thomas Tebb 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

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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 Total Petroleum Hydrocarbons as gasoline and diesel contaminated soil located under the south corner of 610A Planer Building. The Owner shall not alter, modify, or remove the existing structure[s] in any manner that may result in the release or exposure to the environment of that contaminated soil or create a new exposure pathway without prior written approval from Ecology.

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

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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

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may be recorded only if Ecology, after public notice and opportunity for comment, concurs.

FRED TEBB & SONS INC.

[NAME OF PROPERTY OWNER]

Thomas H Tebb

[SIGNATURE OF PROPERTY OWNER]

3 Jan 2003

[DATE SIGNED]

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that
THOMAS H TEBB

_____ is the person who appeared before
me, and said person acknowledged that he/she was authorized to
execute the instrument and acknowledged to be the free and
voluntary act and deed of such party for the uses and purposes
mentioned in this instrument.

DATED: 1/3/03

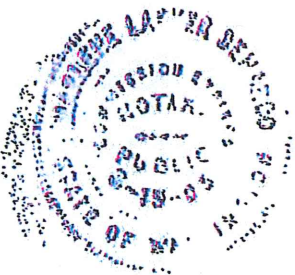
Marlene Lacher Demarco

(Signature of Notary
MARLENE LACHER DEMARCO

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of
Washington, residing at PUYALLUP

My appointment expires 3/19/05



01/02/03

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February 28, 2019

Dear S L:

The following is in response to your request for proof of delivery on your item with the tracking number:
9489 0090 0027 6066 6792 24.

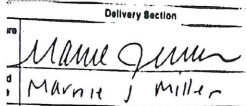
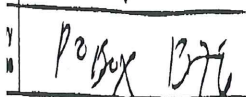
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Status:	Delivered
Status Date / Time:	December 6, 2018, 10:46 am
Location:	TACOMA, WA 98401
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic
Recipient Name:	LUKE XITCO

Shipment Details

Weight:	7.1oz
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Recipient Signature

Signature of Recipient:	 MARNIE J MILLER
Address of Recipient:	 PO Box 1376

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