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EASTMONT SCHOOL DIST CO

35.00 Douglas County

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10/27/2005 10:15A

## RESTRICTIVE COVENANT

### Eastmont School District

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by the Eastmont School District, 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: Independent Cleanup Action Report: Eastmont Junior High Site, Forsgren Associates, April 8, 2005. This document is on file at Ecology's CRO.

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 - Method A - Residential Cleanup Levels for soil established under WAC 173-340-700.



The undersigned, Eastmont School District, 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:

The Northeast Quarter of the Northwest Quarter, except the North 150 feet of the West 150 feet of the Northwest Quarter of the Northeast Quarter of said Northwest Quarter of Section 12, Township 22 North, Range 20, E. W. M., Douglas County, Washington,

EXCEPT Right of Way for 10<sup>th</sup> Street NE,

EXCEPT the Easterly 140.5 feet of the Southeast Quarter of the Northeast Quarter of said Northwest Quarter and

EXCEPT the Right of Way for 8<sup>th</sup> Street NE

The Eastmont School District 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. The Property contains lead and arsenic contaminated soil located beneath a 6" clean soil cover and black geotextile fabric or a 12" clean cover soil. The Owner shall not alter, modify, or remove the existing clean cap 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 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 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



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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.

EASTMONT SCHOOL DISTRICT

By

Harry Vanikiotis

Harry Vanikiotis, Superintendent

10/27/2005

[DATE SIGNED]

State of Washington

County of Douglas

I certify that I know or have satisfactory evidence that Harry Vanikiotis is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Eastmont School District Superintendent of Eastmont School District to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated October 27, 2005

Signature Mary Ellen Sparman

Notary Public

My Appointment Expires 09/01/2008

