

Return Address

McCreeedy Law Office, P.C.  
3184 Elder Street  
Borse, Idaho 83705

Document 1 Title: Restrictive Covenant

Reference #'s: \_\_\_\_\_  
Additional reference #'s on page \_\_\_\_\_

Grantors: Tiger Oil Corporation

Grantees: \_\_\_\_\_

Additional grantors on page \_\_\_\_\_

additional grantees on page \_\_\_\_\_

Document 2 Title: \_\_\_\_\_

Reference #'s: \_\_\_\_\_  
Additional reference #'s on page \_\_\_\_\_

Grantors: \_\_\_\_\_

Grantees: \_\_\_\_\_

Additional grantors on page \_\_\_\_\_

additional grantees on page \_\_\_\_\_

Legal Description (abbreviated form: i e lot, blk, plat or S,T,R quarter/quarter)

S. 26, T. 13 N, R. 18, NW 1/4 NW 1/4 SE 1/4 and NW 1/4 SE 1/4  
Additional legal is on page Attachment A

Assessor's Property Tax Parcel/Account Number

181326-42051-8 AC 333

Emergency nonstandard document recording: 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

Signature: \_\_\_\_\_

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein



7440243  
Page: 1 of 7  
02/07/2005 03:18P  
Yakima Co, WA

**ORIGINAL**

**Restrictive Covenant for Tiger Oil Corporation Property**

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D 030(1)(f) and (g) and WAC 173-340-440 by Tiger Oil Corporation ("Tiger") its successors and assigns, and the State of Washington Department of Ecology ("Ecology"), its successors and assigns.

Pursuant to a Consent Decree entered in *State of Washington v. Tiger Oil Corporation*, Thurston County Superior Court, Cause No 02-2-00956-2, a remedial action involving the Cleanup Action Plan (the "CAP") described by that Decree, which includes soil removal, the installation and operation of additional soil vapor extraction lines, if necessary, and continued operation of other remedial measures (the "Remedial Action") will be implemented on Tiger's property within the Tiger Oil Site ("Site") that is described in the Decree. Exhibit B to the Decree is the CAP which describes the remedial action being conducted, and Exhibit C describes the work schedule. The Decree and other documents relating to the Tiger Oil Site are on file at Ecology's Central Regional Office, 15 West Yakima Avenue, Yakima, WA 98902.

This Restrictive Covenant is required because the remedial action may not address all of the contamination at the Tiger Oil Site. Thus, the residual concentrations of total petroleum hydrocarbons, benzene, toluene, ethylbenzene and xylenes (the "Identified Substances") within the Site may, despite the remedial action, still exceed the Model Toxics Control Act Method A Cleanup Levels for soil and groundwater established under WAC 173-340-720 and 740.

The undersigned, Tiger Oil Corporation is the fee owner of real property in the County of Yakima, State of Washington on which a portion of the remedial action is to



7440243  
Page: 2 of 7  
02/07/2005 03:10P  
Yakima Co, WA

be conducted ("Property"). The Property that is subject to this Restrictive Covenant is shown on the attached Figure 1, and is legally described on Attachment A hereto.

Tiger Oil Corporation 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.** No groundwater may be taken for domestic use from the Property unless the Method A groundwater Cleanup Levels for the Identified Substances have been met at the Property, or as otherwise approved by Ecology in writing.

**Section 2.** Any activity on the Property that may interfere with the integrity of either the remedial action or existing monitoring wells on the Property that are part of the remedial action is prohibited without the prior written approval of Ecology, which shall not be unreasonably withheld or delayed.

**Section 3.** Any activity on the Property that may result in the release or exposure to the environment of contaminated soil or create a new exposure pathway is prohibited without the prior written approval of Ecology, which shall not be unreasonably withheld or delayed. Some activities that are prohibited on the Property where contaminated soil is known to be located or may be located 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. Activities involving the routine repair and maintenance of the Property or existing improvements on it can be conducted without any prior written approval of



Ecology to the extent that such activities otherwise comply with this Restrictive Covenant.


**Section 4.** At least fifteen (15) days prior to transfer of a fee interest in all or any portion of the Property on which an SVE System operated by Tiger is located, the Owner of the Property must give advance written notice to Ecology of such transfer. The Owner shall not consummate any voluntary or involuntary conveyance or relinquishment of title, easement or other interest in the Property without provision, as necessary, for continued operation, maintenance and monitoring of the remedial action on the Property

**Section 5.** The Owner shall allow Ecology and its authorized representatives the right to enter the Property as specified in the Consent Decree.

**Section 6.** 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. The Owner also reserves the right to request that Ecology limit the scope of this Restrictive Covenant in the event sampling and monitoring data demonstrate that portions of the Property meet Method A cleanup levels for soil and groundwater. Ecology's approval of such a request shall not be unreasonably withheld or delayed.

DATED this 21<sup>st</sup> day of January, 2005

**TIGER OIL CORPORATION**

  
By: Charles D. Conley  
Its: President



7440243  
Page: 4 of 7  
02/07/2005 03:10P  
Yakima Co, WA

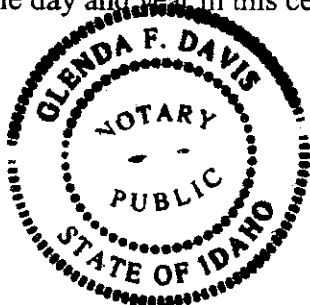
STATE OF IDAHO )

ss:

County of Ada )

On this 31<sup>st</sup> day of January, 2005, before me, the undersigned Notary Public in and for said State, personally appeared **CHARLES D. CONLEY**, known or identified to me to be the President of **TIGER OIL CORPORATION**, the corporation that executed the within instrument, and acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.



Glenda F. Davis  
Notary Public for Idaho  
Residing at MERIDIAN, Idaho  
My Commission Expires: 08/05

H:\data\wp\McCreedy Law\Goodman Oil\Tiger Oil\restrictive covenant doc



7440243  
Page: 5 of 7  
02/07/2005 03:10P  
Yakima Co, WA



ATTACHMENT A

DESCRIPTION

Parcel A:

The North 141 feet of the West 147 feet of the Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 26, Township 13 North, Range 18, E.W.M., EXCEPT the North 26 feet and the West 20 feet

AND EXCEPT those portions conveyed to the City of Yakima by deeds recorded October 16, 1964, under Auditor's File NO's. 2014381, 2014382 and 2787766.

ASSESSOR'S PARCEL NO.: 181326-42051-8 Area Code 333

Situated in Yakima County, State of Washington.

Parcel B:

That portion of the Northwest 1/4 of the Southeast 1/4 of Section 26, Township 13 North, Range 18, described as follows:

Commencing at the Northwest corner of said subdivision;

thence South along the Centerline of 24th Avenue South, a distance of 141.00 feet, said centerline being the West line of said subdivision;

thence South 89° 17' 00" East a distance of 28.50 feet to the Easterly margin of said 24th Avenue South and the true point of beginning;

thence continuing South 89° 17' 00" East a distance of 118.50 feet;

thence North on a line parallel with the West line of said subdivision 115.00 feet to the Southerly margin of Nob Hill Boulevard;

thence South 89° 17' 00" East along said Southerly margin a distance of 40.00 feet;

thence South a distance of 132.00 feet;

thence North 89° 17' 00" West a distance of 158.51 feet to the Easterly margin of 24th Avenue South;

thence North along said Easterly margin a distance of 17.00 feet to the true point of beginning.

ASSESSOR'S PARCEL NO.: 181326-42051-8 Area Code 333

Situated in Yakima County, State of Washington.

