

Return Address  
**Attn: Richard Buono**  
**PacTrust**  
**15350 S.W. Sequoia Pkwy., Ste. 300**  
**Portland OR 97224**

**NOT SUBJECT TO  
REAL ESTATE EXCISE TAX**

*[Signature]*  
**DEPUTY TREASURER**

Please print neatly or type information

Document 1 Title: **RESRICTIVE COVENANT**  
Reference #'s: \_\_\_\_\_  
Additional reference #'s page \_\_\_\_\_

*Misc.*

Grantors:  
**PACIFIC REALTY**  
**ASSOCIATES, L.P.**  
Additional grantors pg \_\_\_\_\_

Grantees:  
**STATE OF WASHINGTON**  
**DEPARTMENT OF ECOLOGY**  
Additional grantees pg \_\_\_\_\_

Document 2 Title: \_\_\_\_\_  
Reference #'s: \_\_\_\_\_  
Additional reference #'s page \_\_\_\_\_

Grantors:  
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Additional grantors pg \_\_\_\_\_

Grantees:  
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Additional grantees pg \_\_\_\_\_

Document 3 Title: \_\_\_\_\_  
Reference #'s: \_\_\_\_\_  
Additional reference #'s page \_\_\_\_\_

Grantors:  
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Additional grantors pg \_\_\_\_\_

Grantees:  
\_\_\_\_\_  
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Additional grantees pg \_\_\_\_\_

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

**Ptn. W1/2, NW1/4, NE1/4, Section 30, Township 13N, Range 19, E.W.M.**  
Additional legal on pg **5**

Assessor's Property Tax Parcel/Account Number  
**191330-12004** **191330-12005**  
Additional reference #'s pg \_\_\_\_\_

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.



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## RESTRICTIVE COVENANT

PACIFIC REALTY ASSOCIATES, L.P.  
a Delaware limited partnership

PROPERTY OWNER

1001 SOUTH THIRD STREET  
Yakima, Washington

PROPERTY

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Property Owner, 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. The Remedial Action conducted at the Property is described in the following documents:

1. Dry Well Decommissioning and Soil Removal Activities prepared by Hahn and Associates, Inc. dated March 1, 1996.
2. Additional Dry Well Decommissioning and Soil Removal Activities Report prepared by Hahn and Associates, Inc. dated August 26, 1996.
3. Subsurface Investigation and Groundwater Monitoring Report prepared by Hahn and Associates, Inc. dated November 25, 1996.
4. Groundwater Monitoring Report prepared by Hahn and Associates, Inc. dated March 13, 1997.
5. Work Plan for Additional subsurface Investigation Activities prepared by Hahn and Associates, Inc. dated July 28, 1997.
6. Supplemental Subsurface Investigation and Groundwater Monitoring prepared by Hahn and Associates, Inc. dated November 13, 1997.

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 TPH as Diesel Oil which exceed the Model Toxics Control Act Method A Residential Cleanup level for Soil established under WAC 173-340-740. The



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undersigned Property Owner, is the fee owner of the Property which is located in the County of Yakima, 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.

Property Owner 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").

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 Yakima's zoning regulations codified in the Uniform Amended Zoning Ordinance in effect as of the date of this Restrictive Covenant

Any activity that may result in the release or exposure to the environment of the contaminated soil that was contained as a 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.

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.

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 a part of the Remedial Action, or creates a new exposure pathway, is prohibited without prior written approval from Ecology.

The Owner of the Property must give thirty (30) days advance written notice to Ecology of the Owner's intent to convey the fee interest in the Property. No conveyance of title, easement, lease or other conveyance of an 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.

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.

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.



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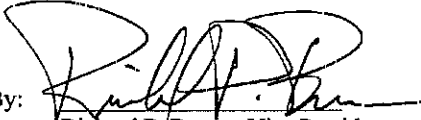
The Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Remedial Action; to take samples, to inspect remedial actions conducted at the Property, and to inspect records that are related to the Remedial Action.

The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this 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.

OWNER

PACIFIC REALTY ASSOCIATES, L.P

By: PacTrust Realty, Inc ,  
General Partner

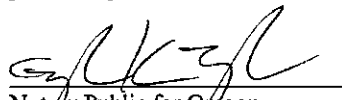
By:   
Richard P. Buono, Vice President

Date: September 8, 1998

STATE OF OREGON       )  
                                  )       ss.  
County of Washington   )

BE IT REMEMBERED that on this 8th day of September, 1998, before me, personally appeared the within named Richard P. Buono who being sworn did say that he is the Vice President of PacTrust Realty, Inc., General Partner of Pacific Realty Associates, L.P., a Delaware limited partnership, and that the execution of the foregoing instrument was done freely and voluntarily on behalf of said partnership.



  
Notary Public for Oregon



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Attachment A

LEGAL DESCRIPTION

That part of the west half of the northwest quarter of the northeast quarter of section 30, township 13 north, range 19 east, W M., described as follows:

Commencing at the intersection of the centerline of LaSalle Street with the westerly boundary line of the plat as witnessed by a tack set in concrete lying 5 feet north 1°10' west of said intersection, and as shown on the plat of south park addition to north Yakima, now Yakima, as recorded in volume "B" of plats, page 2; thence north 1°10' west along said westerly boundary line 314.78 feet to the true point of beginning; thence north 89°34' west 642.57 feet to a point on the easterly boundary line of South Third Street south 0°45' east 607.32 feet from a brass cap imbedded in concrete which marks the intersection of the southerly boundary line of Pacific Avenue and the easterly boundary line of South Third Street; thence north 0°45' west, along said easterly boundary line of South Third Street, 80.36 feet; thence south 89°17' east 48.05 feet; thence south 43°10' east 6.18 feet; thence north 88°50' east 56.40 feet; thence south 0°54' east 15.97 feet; thence south 89°29' east 232.64 feet; thence north 0°26' east 17.70 feet; thence south 89°34' east 181.86 feet; thence north 0°26' east 2.00 feet; thence south 89°47' east 118.41 feet to a point on the west line of said subdivision north 0°10' west 81.49 feet from the true point of beginning; thence south 0°10' east 81.49 feet to the true point of beginning.

Except the east 10.4 feet thereof.

Subject to an easement for railroad spur line over, across and thru the east 15 feet thereof.



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