



WHEN RECORDED RETURN TO:

City of Yakima Clerks Office
129 North Second Street
Yakima, WA 98901

RESTRICTIVE COVENANT

Grantor: CITY OF YAKIMA, WASHINGTON

Grantee: WASHINGTON DEPARTMENT OF ECOLOGY

Legal Description: Beginning at the NE corner of the NE quarter of the SE quarter of S 20, T 13 N, R 18, E.WM; thence S along the E line of said subdivision 695.5 feet;

Full legal description shown in Exhibit A.

Assessor's Property Tax Parcel Account Number(s):
181329-41001



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Yakima Co, WA

RESTRICTIVE COVENANT

City of Yakima, Gailleon Park

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

Remedial action occurred at the property that is the subject of this Restrictive Covenant (hereinafter the "Remedial Action"). The Remedial Action conducted at the property is described in a Cleanup Action Report and associated materials (hereinafter "Remedial Action Documents"). These documents are on file at Ecology's Central Regional Office in Yakima, Washington.

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 A Residential Cleanup Levels for soil established under WAC 173-340-740(2). The contaminated soil is contained on-site underneath a minimum of 12 inches of non-contaminated soil covered by pavement or other ground cover.

The undersigned, City of Yakima, is the fee owner of real property (hereafter "Property") in the County of Yakima, State of Washington, that is subject to this Restrictive Covenant. The Property is legally described in Exhibit A (legal description) and shown on Exhibit B (grading plan) of this Restrictive Covenant, both of which exhibits are made a part hereof by this reference. The Property is located near the intersection of N. 65th Ave. and Summitview Ave. in Yakima, WA.

The City 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 (hereinafter the "Owner").

Section 1. Any activity on the Property that may result in the release or exposure to the environment of the contaminated soil that was contained as part of the Remedial Action, or create a new exposure pathway, is prohibited. The Owner will maintain the Property consistent with a Contaminated Soils Management and Inspection Plan, as may be updated from time to time, that contains the following institutional controls to prevent recontamination from occurring:



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Yakima Co, WA

a) Appropriate ground cover or landscaping shall be maintained by Owner for all unpaved surfaces.

b) An Inspection Plan for inspection and maintenance of paved areas and ground cover. The inspection must look for cracks, potholes and other damage to the paved areas. In landscaped areas, patches of dead vegetation or sod must be noted and maintained as necessary. The Owner must implement and follow this plan which must include yearly inspections by Parks and Recreation personnel. Should the Property be conveyed to a third party, Ecology may designate another party to make quarterly inspections.

c) A Soil Management Plan implemented by the Owner for properly managing soil brought up by digging activities. Such planned digging activities may include trenching for additional utilities, adding light standards, drilling and other activities.

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.

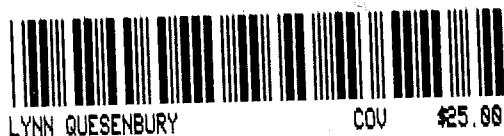
Section 3. Any activity on the Property that may result in the release or exposure to the environment of a hazardous substance that remains on the Property as part of the Remedial Action, or create a new exposure pathway, is prohibited without prior written approval from Ecology.

Section 4. The Owner of the Property must give thirty (30) days 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 the continued operation, maintenance and monitoring 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.

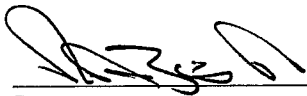
Section 6. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Restrictive Covenant. Ecology may approve any inconsistent use only after public notice and comment.

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

CITY OF YAKIMA

By: 
Its City Manager, R.A. Zais, Jr.

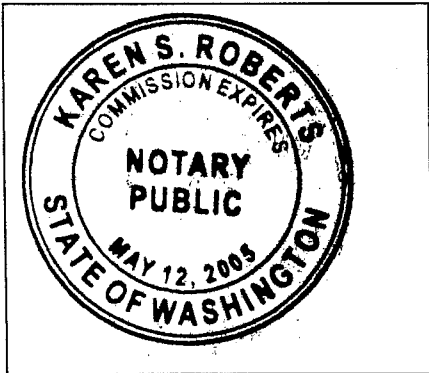
Dated: 1-08-2003



STATE OF WASHINGTON)
) ss.
COUNTY OF YAKIMA)

I certify that I know or have satisfactory evidence that R. A. Zais, Jr. is the person who appeared before me, and said person acknowledged that s/he signed this instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it to as the City Manager of the CITY OF YAKIMA to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: January 8, 2003



(Use this space for notarial stamp/seal)

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Karen S Roberts
Notary Public
Print Name Karen S. Roberts
My commission expires 5-12-2005



EXHIBIT A
LEGAL DESCRIPTION

The following premises situated in the City of Yakima, County of Yakima, State of Washington, described as follows:

Beginning at the Northeast corner of the Northeast quarter of the Southeast quarter of Section 20, Township 13 North, Range 18, E.W.M.; thence South along the East line of said subdivision 695.5 feet; thence North 88 ° 45' West 330 feet, more or less, to the right-of-way of the Yakima Valley Canal; thence Northerly and Easterly along said right-of-way to a point on the South line of said right-of-way 300 feet West of the East line of said subdivision; thence North and crossing said canal, a distance of 130 feet, more or less, to the North line of said subdivision at appoint 300 feet West of the Northeast corner of said subdivision; thence East along the North line of said subdivision to the point of beginning,

Except the North 45 feet for County Road,

Except right-of-way for County Road 60 feet in width as conveyed by instrument recorded in Volume 902 of Official Records of Yakima County, Washington, Auditor's File No.2338437, and

Except right-of-way for Yakima Valley Canal.





EXHIBIT B

CANONICAL KALAI
(see text)

PRO SERVICES
ENGINEERING CORP., P.S.
"PROFESSIONAL SERVICES" - CIVIL AND STRUCTURAL ENGINEERING
100 WORTH IN TALENT, SULL
TAMPA, FLA 33601 (813) 290-8555