

Yakima Valley Memorial Hospital  
c/o Administration  
2811 Tieton Drive  
Yakima WA 98902

## **Restrictive Covenant North Star Lodge**

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030 (1) (f) and (g) and WAC 173-340-440 by Yakima Valley Memorial Hospital (hereafter "Memorial Hospital"), 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: Report of Voluntary Remedial Action prepared by Travis Trent of Fulcrum Environmental Consulting, Inc. This document is on file at Ecology's Central Regional Office.

This Restrictive Covenant is required by WAC 173-340-440 because the Remedial Action resulted in residual concentrations of Arsenic, Lead, and Dichlorodiphenyltrichloroethane (DDT) which exceed the Model Toxics Control Act Method A unrestricted use levels for soil established under WAS 173-340-740. Accordingly, certain engineering controls have been put in place on the Property to deal with such soil.

The undersigned, Memorial Hospital, is the fee owner of real property (hereafter "Property") in the County of Yakima, State of Washington, which is subject to this Restrictive Covenant. The Property is legally described as follows:

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**Parcels 42406, 42407, and 42408:** Lots 1,2, and 3, of Village View Business Park, according to the official plat thereof, recorded November 20, 1997, under Auditor's File No. 7035057, records of Yakima County, Washington.

**Parcel 42414:** Lot 9 of Village View Business Park, adjacent from the three above parcels, is also included within the deed covenant. This parcel was used to place soil removed from the above parcels.

Memorial Hospital 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").

1. The Property contains Arsenic, Lead, and DDT concentrations in soil located under impermeable surfaces such as the building and associated asphalt areas; or under sod and 6" of clean topsoil in permeable surface areas such as landscaped areas. The Owner shall not alter, modify, or remove the existing structure or clean top soil/sod barrier in any manner that may result in the release or exposure to the environment of soil containing Arsenic, Leads, DDT, or create a new exposure pathway without prior written approval from Ecology.

Any activity on the Property that may result in the release or exposure to the environment of the soil containing Arsenic, Lead, DDT that was contained as part of the Remedial Action or create a new exposure pathway, is prohibited. Some examples of activities that are prohibited on this site 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 greater than 6" with a rod, spike, or similar item, bulldozing or earthwork.

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.
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.
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. The Owner shall consummate no conveyance of title, easement, lease, or other interest in the Property without adequate and complete provision for continued monitoring, operation, and maintenance of the Remedial Action.
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. This provision shall not require notification of residents of individual beds or suites within the Property while being used essentially in its present fashion.
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.
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.



JOHN UORNBROCK

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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, finds it appropriate to do so.

Executed this 8th day of May, 2002.

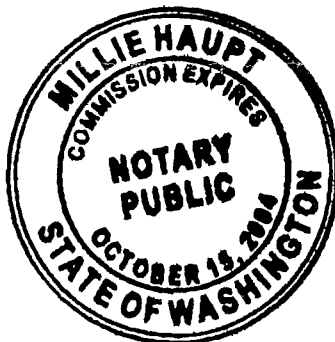
MEMORIAL HOSPITAL

By: John G. Vornbrock  
John G. Vornbrock  
Senior Vice President

State of Washington  
County of Yakima

I certify that I know or have satisfactory evidence that JOHN G. VORNBROCK is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Senior Vice President of Yakima Valley Memorial Hospital to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 8, 2002



Millie Haupt  
Signature  
Notary  
Title

My appointment expires 10-15-04

