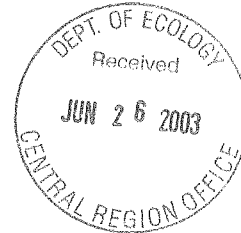


Return Address: Department of Ecology
Central Regional Office
1500 W. Yakima Ave.
Suite 300
Yakima, WA 98902



AUDITOR/RECORDER'S INDEXING FORM

Document Title(s):	1. Restrictive Covenant
Reference Number(s) of Documents assigned or released:	
Grantor(s):	1. Yakima Valley Memorial Hospital Association
<input type="checkbox"/>	Additional names on page _____ of document
Grantee(s):	1. Department of Ecology
<input type="checkbox"/>	Additional names on page _____ of document
Legal Description: (abbreviated)	Portion of Lot 19 and 20, Volume "N" of Plats, Page 25
<input checked="" type="checkbox"/>	Additional legal is on page <u>two</u> of document
Assessor's Property Tax Parcel/Account Number:	1813233488

RESTRICTIVE COVENANT

YAKIMA VALLEY MEMORIAL HOSPITAL YAKIMA COUNTY PARCEL # 1813233488

This Declaration of Restrictive Covenant is made pursuant to RCW 10.105D.030(1)(f) and (g) and WAC 173-340-440 by Yakima Valley Memorial Hospital Association, a Washington non-profit corporation (hereafter "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: Results Of Heating Oil Cleanup/Risk Assessment, 3.8 Acre Hospital Property, Northwest Of Yakima Valley Memorial Hospital, Yakima, Washington, PBS Engineering and



This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of heating oil which exceed the Model Toxics Control Act Method A Unrestricted Cleanup Level(s) for soil established under WAC 173-340-740.

Restrictive Covenant is further required because of the possibility of middle distillate residue saturation due to elevated levels of heating oil soil contamination remaining on the Property.

The undersigned Hospital is the fee owner of real property (hereafter "Property") in the County of Yakima, State of Washington, that is subject to the Restrictive Covenant and legally described as: Lot 19 and the South 12 feet of Lot 20, Neilan's Memorial Heights, as recorded in Volume "N" of Plats, Page 25, records of Yakima County, Washington. The Property is also known as Yakima County Parcel Number 1813233488.

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").

Section 1. A portion of the Property contains heating oil impacted soil that exceeds Method A Unrestricted Cleanup Levels. Contaminated soil remains on the Property within an interval from 30 to 70 feet east of the centerline of 31st Avenue and from 10 feet south of the north property line to the south property line from 6 feet below ground surface to approximately 25 feet below ground surface (hereafter the "Contaminated Area"). The Contaminated Area remains too close to an existing offsite structure (411 South 31st Avenue) to complete further excavation based remedial action activities without damage to that structure.

The portion of the Property above the Contaminated Area will be capped with asphalt, concrete or other impervious surface material limiting the infiltration of surface water into the Contaminated Area. The surface will be maintained by the Owner to ensure moisture infiltration to that area will be minimal.

The Owner/Operator shall not excavate below 6 feet below ground surface in the area of the remaining contamination 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 written approval from Ecology.

Drilling is prohibited in the Contaminated Area .

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.

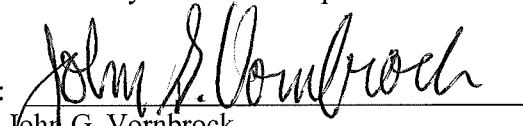
Section 6. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Restrictive Covenant. Ecology may approve any inconsistent use only after public notice and comment.

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 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.

Yakima Valley Memorial Hospital Association

By:


John G. Vornbrock
Senior Vice President/COO

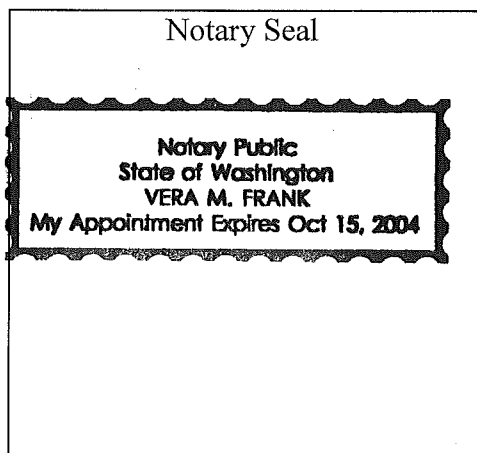
Date Signed: June 17, 2003



STATE OF WASHINGTON)
) SS.
COUNTY OF YAKIMA)

I certify that I know or have satisfactory evidence that John Vornbrock 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 Executive Vice-President and Chief Financial Officer of Yakima Valley Memorial Hospital Association to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 6-17-03.



Vera M. Frank
Vera M. Frank (Print Name)
Notary Public
My appointment expires: 10-15-04

