

Recording Requested By And  
When Recorded Return To:

Ralph Boyd  
Cascade Natural Gas Corporation  
222 Fairview Avenue North  
Seattle, Washington 98109

Document Title(s) (or transactions contained herein): Restrictive Covenant (Ground Lease)

Grantor: Cascade Natural Gas Corporation

Grantee: The Public

Legal Description (abbreviated):

Additional on page \_\_\_\_

Encompassing Lots 15 through 26 and the south half of Lot 27, Block 13,  
Sunnyside, Washington according to the official plat thereof recorded in  
volume "A" of Plats, page 59, records of Yakima County, Washington.

Assessor's Tax Parcel ID#: 221025-24406



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**RESTRICTIVE COVENANT**  
Cascade Natural Gas Corporation  
512 East Decatur, Sunnyside, Washington

The property that is subject to this Restrictive Covenant is the subject of a remedial action under Chapter 70.105D RCW. The cleanup action to be performed at the Cascade Natural Gas property (hereinafter referred to as the "Site") is described in the Cleanup Action Plan ("CAP") which is Exhibit B of Consent Decree No. 98 201173 3 ("Decree") entered in State of Washington Department of Ecology v. Cascade Natural Gas Corporation and County of Yakima. The Site is legally described as follows:

Encompassing Lots 15 through 26 and the south half of Lot 27,  
Block 13, Sunnyside, Washington according to the official plat thereof  
recorded in Volume "A" of Plats, page 59, records of Yakima County,  
Washington.

The remedial action undertaken to cleanup the Site (hereafter the "cleanup action") is described in the Remedial Investigation/Feasibility Study ("RI/FS") submitted by SECOR International Inc. to the Washington State Department of Ecology ("Ecology") Central Regional Office and Cascade Natural Gas Corporation (report dated 26 November 1995). This document is on file at Ecology Central Regional Office in Yakima, Washington. This Restrictive Covenant is required by Ecology as defined in WAC 173-340-440 because the Cleanup Action at the Site resulted in residual concentrations of petroleum and other organic products which exceed Model Toxics Control Act (MTCA) cleanup levels for groundwater and soil established under WAC 173-340-720(2) and 740(2).

The undersigned, Cascade Natural Gas Corporation, is the fee owner of real property in the County of Yakima, State of Washington. The contamination that is the subject of this restrictive covenant is described in the above-referenced report. The property owner makes the following declaration as to limitations, restrictions, and uses to which the Site may be put, and specifics 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 Site.

Section 1: Halogenated organic compounds and petroleum compounds have been found in the soil and groundwater located under the paved portion of the Cascade Natural Gas property and East Decatur Avenue located south of the site. Remediation or removal of any residually contaminated soil must occur before the

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owner or successor owner alters, modifies, or removes the paving or existing building in any manner that exposes the contamination. Any plans for alteration, modification or removal that may expose the contamination shall be submitted to and approved by Ecology or its successor agency prior to such actions.

Section 2: The integrity of monitoring wells placed on the property for the purpose of groundwater monitoring shall be maintained during the period that monitoring is required in Consent Decree No. 98 201173 3. Should future construction activities on the property require abandonment or removal of monitoring wells, such removal or abandonment shall not occur without the prior written approval of Ecology. Said monitoring wells shall be abandoned and replaced in a manner approved by Ecology.

Section 3: The owner of the property must give written notice to Ecology, or to its successor agency, of the owner's intent to convey any interest in the property or any portion of the property. No conveyance of title, easement, lease, or other interest in the property shall be consummated by the property owner without adequate and complete provision for continued groundwater monitoring and compliance with this restrictive covenant. Copies of this restrict covenant shall be furnished to any transferee of such real property interest.

Section 4: The owner or a successor owner shall allow authorized representatives of Ecology, or its successor agency, the right to enter the property at reasonable times for the purpose of evaluating compliance with the CAP and carrying out its duties under chapter 70.105D RCW. Duties include but are not limited to the right to take samples, inspect remedial actions conducted at the property relating to the contamination identified in the above-referenced RI/FS, and to inspect records that are related to the Cleanup Action.

Section 5: Until the appropriate MCTA cleanup levels, as specified in Consent Decree No. 98 201173 3 and CAP, are attained in both soil and groundwater, this property shall not be utilized for residential use.

Section 6: The owner must notify and obtain approval from Ecology or its successor agency prior to any use of the property that is inconsistent with the terms of this Restrictive Covenant, or the Consent Decree and its attachments and amendments. Ecology or its successor agency may approve any inconsistent use only after public notice and comment.

Section 7: The owner of the Site and any successor owners reserve the right under WAC 173-340-440 to record an instrument which provides that this Restrictive Covenant shall no longer be of any further force or effect. However, such



an instrument may be recorded only with the consent of Ecology, or its successor agency. Ecology, or its successor Agency, may consent to the recording of such an instrument only after appropriate public notice and comment.

Ralph E Boyd  
Ralph Boyd, President  
For Cascade Natural Gas Corporation

July 1, 1998  
Date

State of Washington )  
                                  ) ss.  
County of King )

On this 1<sup>st</sup> day of July, 1998, before me personally appeared Ralph Boyd, to me known to be the President of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Dated: July 1 1998.



John L West  
Notary Public for Washington  
John L West  
(Printed or Stamped Name of Notary)  
My appointment expires: 5-2-02



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This is to certify that the foregoing is a true copy of a record on file in the office of the Auditor of Yakima County, Washington. Filed for record in this office on the 1<sup>st</sup> day of July, 1998, at record location number 7066258. IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10<sup>th</sup> day of July, 1998.  
DOUG COOPER, Yakima County Auditor  
BY: [Signature]  
Deputy Auditor