



## **Second Periodic Review**

Yakima Valley Memorial Hospital Property  
30th Avenue and Walnut Avenue  
Yakima, Washington 98902

Facility/Site ID #: 5564333  
Cleanup Site ID #: 884

Completed by:  
Washington State Department of Ecology  
Central Regional Office  
Toxics Cleanup Program

March 2014

<b>1.0 INTRODUCTION.....</b>	<b>1</b>
<b>2.0 SUMMARY OF SITE CONDITIONS .....</b>	<b>2</b>
2.1 Site History .....	2
2.2 Cleanup Levels and Point of Compliance.....	2
2.3 Site Investigations and Remedial Activities .....	2
2.4 Institutional Controls .....	3
<b>3.0 PERIODIC REVIEW.....</b>	<b>7</b>
3.1 Effectiveness of completed cleanup actions .....	7
3.1.1 Direct Soil Contact.....	7
3.1.2 Institutional Controls .....	7
3.2 New scientific information for individual hazardous substances for mixtures present at the Site .....	7
3.3 New applicable state and federal laws for hazardous substances present at the Site .....	7
3.4 Current and projected Site use .....	8
3.5 Availability and practicability of higher preference technologies .....	8
3.6 Availability of improved analytical techniques to evaluate compliance with cleanup levels .....	8
<b>4.0 CONCLUSIONS.....</b>	<b>9</b>
4.1 NEXT REVIEW .....	9
<b>5.0 REFERENCES.....</b>	<b>10</b>
<b>6.0 APPENDICES.....</b>	<b>11</b>
6.1 Vicinity Map .....	12
6.2 Excavation Areas .....	13
6.3 Former Site UST Locations .....	14
6.4 Environmental Covenant .....	15
6.5 Photo Log.....	23

## 1.0 INTRODUCTION

This document is a review by the Washington State Department of Ecology (Ecology) of post-cleanup site conditions and monitoring data to assure human health and the environment are being protected at the Yakima Valley Memorial Hospital site (Site). Cleanup at this Site was implemented under the Model Toxics Control Act (MTCA) regulations, Chapter 173-340 Washington Administrative Code (WAC).

Cleanup activities at this Site were completed under the Voluntary Cleanup Program (VCP). The cleanup actions resulted in residual concentrations of total petroleum hydrocarbons (TPH) in soil that exceed MTCA Method A cleanup levels established under WAC 173-340-740(2). As a result of residual contamination, institutional controls were required for the Site to be eligible for a No Further Action (NFA) determination. WAC 173-340-420(2) requires Ecology conduct a periodic review of a site every five years under the following conditions:

1. Whenever Ecology conducts a cleanup action.
2. Whenever Ecology approves a cleanup action under an order, agreed order or consent decree.
3. Or, as resources permit, whenever Ecology issues a no further action opinion
4. And one of the following conditions exists:
  - (a) Institutional controls or financial assurance are required as part of the cleanup.
  - (b) Where the cleanup level is based on a practical quantitation limit.
  - (c) Where, in Ecology's judgment, modifications to the default equations or assumptions using site-specific information would significantly increase the concentration of hazardous substances remaining at the site after cleanup or the uncertainty in the ecological evaluation or the reliability of the cleanup action is such that additional review is necessary to assure long-term protection of human health and the environment.

When evaluating whether human health and the environment are being protected, the factors Ecology shall consider include [WAC 173-340-420(4)]:

- (a) The effectiveness of ongoing or completed cleanup actions.
- (b) New scientific information for individual hazardous substances of mixtures present at the Site.
- (c) New applicable state and federal laws for hazardous substances present at the Site.
- (d) Current and projected Site use.
- (e) Availability and practicability of higher preference technologies.
- (f) The availability of improved analytical techniques to evaluate compliance with cleanup levels.

Ecology shall publish a notice of all periodic reviews in the Site Register and provide an opportunity for public comment.

---

## **2.0 SUMMARY OF SITE CONDITIONS**

### **2.1 Site History**

The Yakima Valley Memorial Hospital (YVMH) Property is located in the City of Yakima in Yakima County, Washington (Vicinity Map - Appendix 6.1). Following remedial activities, a restrictive covenant was recorded for the property in 1996, and the Site received a No Further Action determination.

The Site is a part of the Yakima Valley Memorial Hospital Facility. Historical sources indicate that the property was developed as residential housing by 1940, with orchard use prior to that time. The Site remained in residential use until it was acquired and incorporated into the Yakima Valley Memorial Hospital Facility in 2002. Several of the residences in the area were left intact and used as part of the YVMH complex.

### **2.2 Cleanup Levels and Point of Compliance**

WAC 173-340-704 states that MTCA Method A may be used to establish cleanup levels at sites that have few hazardous substances, are undergoing a routine cleanup action, and where numerical standards are available for all indicator hazardous substances in the media for which the Method A cleanup level is being used.

MTCA Method A cleanup levels for unrestricted land use were determined to be appropriate for contaminants at this Site. The cleanup actions conducted at the Site were determined to be 'routine', few hazardous substances were found at the Site, and numerical standards were available in the MTCA Method A table for each hazardous substance.

For soil, the point of compliance is the area where the soil cleanup levels must be attained. For this Site, the point of compliance is established as soils throughout the Site.

### **2.3 Site Investigations and Remedial Activities**

An underground storage tank (UST) assessment was performed at the Site in November 2002. Two locations were found during that assessment with heating oil contamination as a result of leaking heating oil USTs. In 2003, a contractor began removing several heating oil USTs located at the Site. During the UST removal process, two additional areas of heating oil impacted soil were encountered.

Remedial excavation was conducted at all four locations where heating oil impacted soils were encountered. Excavation was conducted at each location until visual and odor indications suggested that the remaining soil was below MTCA Method Cleanup levels. At that point, samples were collected from the limits of the excavation and analyzed for diesel-range petroleum hydrocarbon contamination. If contamination remained, additional excavation was conducted and the process was repeated. All contamination was successfully removed at three of the four locations. A total of 1,245 tons of contaminated soil was disposed of at Anderson PCS in Yakima, Washington.

At the fourth location, excavation of all contaminated soil could not be completed. Contamination extended underneath the residence located at 411 South 31st Avenue and could not be removed without causing structural instability to the residence.

Due the expected depth to groundwater in the area of approximately 60 feet, this residual contamination is not likely to pose a threat to groundwater.

During construction of a new medical building at the Site, two additional heating oil USTs were encountered and removed. A small amount of soil contamination was discovered at one of these USTs. Additional excavation was conducted and confirmation samples confirmed that no heating oil impacted soil remained at concentrations exceeding MTCA Method A cleanup levels.

A map of the excavated areas is available as Appendix 6.2 and a map of all heating oil tank locations is available as Appendix 6.3.

## 2.4 Institutional Controls

Following remediation, it was determined that the Site would be eligible for a no further action determination if institutional controls were implemented in the form of a restrictive covenant. A restrictive covenant was recorded for the Site in 2001 and Ecology issued a no further action determination shortly thereafter. During the 2014 periodic review of this Site, Ecology observed that the restrictive covenant did not have the proper tax parcel number associated with the document. YMVH worked with Ecology to create and record an environmental covenant that has the proper tax parcel number and meets the current standards for institutional controls. The environmental covenant contains the following limitations:

1. General Restrictions and Requirements. The following general restrictions and requirements shall apply to the Property:
  - a. **Interference with Remedial Action.** The Grantor shall not engage in any activity on the Property that may impact or interfere with the remedial action and any operation, maintenance, inspection or monitoring of that remedial action without prior written approval from Ecology.
  - b. **Protection of Human Health and the Environment.** The Grantor shall not engage in any activity on the Property that may threaten continued protection of human health or the environment without prior written approval from Ecology. This includes, but is not limited to, any activity that results in the release of residual contamination that was contained as a part of the remedial action or that exacerbates or creates a new exposure to residual contamination remaining on the Property.
  - c. **Continued Compliance Required.** Grantor shall not convey any interest in any portion of the Property without providing for the continued adequate and complete operation, maintenance and monitoring of remedial actions and continued compliance with this Covenant.

- 
- d. **Leases.** Grantor shall restrict any lease for any portion of the Property to uses and activities consistent with this Covenant and notify all lessees of the restrictions on the use of the Property.
  - e. **Amendment to the Covenant.** Grantor must notify and obtain approval from Ecology at least sixty (60) days in advance of any proposed activity or use of the Property in a manner that is inconsistent with this Covenant. Before approving any proposal, Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal. If Ecology approves the proposal, the Covenant will be amended to reflect the change.
2. **Specific Prohibitions and Requirements.** In addition to the general restrictions in Section 1 of this Covenant, the following additional specific restrictions and requirements shall apply to the Property.
- a. **Containment of Soil/Waste Materials.**
    - i. The remedial action for the Property is based on containing contaminated soil under a cap consisting of asphalt and/or clean soil and identified as the 'Contaminated Soil Area' in Exhibit B. The primary purpose of this cap is to prevent direct contact with contaminated soils remaining at the site. As such, the following restrictions shall apply within the area identified as 'Environmental Covenant Area' in Exhibit B.
    - ii. Any activity on the Property that will compromise the integrity of the cap including: drilling; digging; piercing the cap with sampling device, post, stake or similar device; grading; excavation; installation of underground utilities; removal of the cap; or, application of loads in excess of the cap load bearing capacity, is prohibited without prior written approval by Ecology. The Grantor shall report to Ecology within forty-eight (48) hours of the discovery of any damage to the cap. Unless an alternative plan has been approved by Ecology in writing, the Grantor shall promptly repair the damage and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.
3. **Access.**
- a. The Grantor shall maintain clear access to all remedial action components necessary to construct, operate, inspect, monitor and maintain the remedial action.
  - b. The Grantor freely and voluntarily grants Ecology and its authorized representatives, upon reasonable notice, the right to enter the Property at reasonable times to evaluate the effectiveness of this Covenant and associated remedial actions, and enforce compliance with this Covenant and those actions, including the right to take samples, inspect any remedial actions conducted on the Property, and to inspect related records.
  - c. No right of access or use by a third party to any portion of the Property is conveyed by this instrument.
4. **Notice Requirements.**
- a. **Conveyance of Any Interest.** The Grantor, when conveying any interest within the area of the Property described/illustrated in Exhibit B, including but not limited to title, easement, leases, and security or other interests, must:
    - i. Notify Ecology at least thirty (30) days in advance of the conveyance.
-

- ii. Include in the conveying document a notice in substantially the following form, as well as a complete copy of this Covenant:  
**NOTICE: THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON [date this document is recorded] AND RECORDED WITH THE YAKIMA COUNTY AUDITOR UNDER RECORDING NUMBER [recording number of this document]. USES AND ACTIVITIES ON THIS PROPERTY MUST COMPLY WITH THAT COVENANT, A COMPLETE COPY OF WHICH IS ATTACHED TO THIS DOCUMENT.**
- iii. Unless otherwise agreed to in writing by Ecology, provide Ecology with a complete copy of the executed document within thirty (30) days of the date of execution of such document.
- b. **Reporting Violations.** Should the Grantor become aware of any violation of this Covenant, Grantor shall promptly report such violation to Ecology.
- c. **Emergencies.** For any emergency or significant change in site conditions due to Acts of Nature (for example, flood, fire) resulting in a violation of this Covenant, the Grantor is authorized to respond to such an event in accordance with state and federal law. The Grantor must notify Ecology of the event and response actions planned or taken as soon as practical but no later than within 24 hours of the discovery of the event.
- d. Any required written notice, approval, or communication shall be personally delivered or sent by first class mail to the following persons. Any change in this contact information shall be submitted in writing to all parties to this Covenant.

<b>Jeff Newschwander</b>	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program
Phone contact	15 West Yakima Avenue, Suite 200 Yakima, WA 98902 (509)454-7842

As an alternative to providing written notice and change in contact information by mail, these documents may be provided electronically in an agreed upon format at the time of submittal.

5. Modification or Termination.

- a. If the conditions at the site requiring a Covenant have changed or no longer exist, then the Grantor may submit a request to Ecology that this Covenant be amended or terminated. Any amendment or termination of this Covenant must follow the procedures in Chapter 64.70 RCW and Chapter 70.105D RCW and any rules promulgated under these chapters.

6. Enforcement and Construction.

- a. This Covenant is being freely and voluntarily granted by the Grantor.
- b. Grantor shall provide Ecology with an original signed Covenant and proof of recording within ten (10) days of execution of this Covenant.
- c. Ecology shall be entitled to enforce the terms of this Covenant by resort to specific performance or legal process. All remedies available in this Covenant

- 
- shall be in addition to any and all remedies at law or in equity, including Chapter 70.105D RCW and Chapter 64.70 RCW. Enforcement of the terms of this Covenant shall be at the discretion of Ecology, and any forbearance, delay or omission to exercise its rights under this Covenant in the event of a breach of any term of this Covenant is not a waiver by Ecology of that term or of any subsequent breach of that term, or any other term in this Covenant, or of any rights of Ecology under this Covenant.
- d. The Grantor, upon request by Ecology, shall be obligated to pay for Ecology's costs to process a request for any modification or termination of this Covenant and any approval required by this Covenant.
  - e. This Covenant shall be liberally construed to meet the intent of the Model Toxics Control Act, chapter 70.105D RCW and Uniform Environmental Covenants Act, chapter 64.70 RCW.
  - f. The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though such void provision had not been contained herein.
  - g. A heading used at the beginning of any section or paragraph or exhibit of this Covenant may be used to aid in the interpretation of that section or paragraph or exhibit but does not override the specific requirements in that section or paragraph.

The environmental covenant is available as Appendix 6.4.



---

## **3.0 PERIODIC REVIEW**

### **3.1 Effectiveness of completed cleanup actions**

#### **3.1.1 Direct Soil Contact**

Based upon the Site visit conducted on December 20, 2013, the Site is still part of the Yakima Valley Memorial Hospital complex. The portion of the Site containing residual contaminated soils is covered by asphalt parking area and landscaping. The surface area in the vicinity of the residual contaminated soils appears undisturbed. Asphalt and clean soil in the landscaped areas continue to eliminate direct contact exposure pathways (ingestion, contact) to contaminated soils. A photo log is available as Appendix 6.5.

#### **3.1.2 Institutional Controls**

The restrictive covenant for the Site was recorded and is in place. This restrictive covenant prohibits activities that will result in the release of contaminants contained as part of the cleanup without Ecology's approval, and prohibits any use of the property that is inconsistent with the Covenant. This restrictive covenant serves to ensure the long term integrity of the cap.

During this review, an error was found in the restrictive covenant for the Site. The Site tax parcel was listed incorrectly in the document. This could limit the effectiveness of the covenant by preventing Yakima County from linking the document to the Site during document and title searches. As a result, this could prevent future property owners from being made aware of residual contamination at the Site, and it could limit the enforceability of the restrictions in the covenant.

A new environmental covenant was recorded for the Site in February 2014. The new covenant contains the same general restrictions found in the previous covenant, but it contains the correct tax parcel number and it meets the current requirements for institutional controls.

### **3.2 New scientific information for individual hazardous substances for mixtures present at the Site**

There is no new scientific information for the petroleum contaminants related to the Site.

### **3.3 New applicable state and federal laws for hazardous substances present at the Site**

The cleanup at the Site was governed by Chapter 173-340 WAC (1996 ed.). WAC 173-340-702(12) (c) [2001 ed.] provides that,

“A release cleaned up under the cleanup levels determined in (a) or (b) of this subsection shall not be subject to further cleanup action due solely to subsequent amendments to the provision in this chapter on cleanup levels, unless the department determines, on a case-by-case basis, that the previous cleanup action is no longer sufficiently protective of human health and the environment.”

Although cleanup levels changed for gasoline, diesel, and volatile organic compounds as a result of modifications to MTCA in 2001, contamination remains at the Site above MTCA Method A cleanup levels and the cleanup action is still protective of human health and the environment.

### **3.4 Current and projected Site use**

The Site is currently used for commercial health care purposes. There have been no changes in current or projected future Site or resource uses.

### **3.5 Availability and practicability of higher preference technologies**

The remedy implemented included containment of hazardous substances, and it continues to be protective of human health and the environment. While higher preference cleanup technologies may be available, they are still not practicable at this Site.

### **3.6 Availability of improved analytical techniques to evaluate compliance with cleanup levels**

The analytical methods used at the time of the remedial action were capable of detection below MTCA Method A cleanup levels. The presence of improved analytical techniques would not affect decisions or recommendations made for the Site.

---

## **4.0 CONCLUSIONS**

- The cleanup actions completed at the Site appear to be protective of human health and the environment.
- Soil cleanup levels have not been met at the Site; however, the cleanup action is determined to comply with cleanup standards under WAC 173-340-740(6)(f), since the long-term integrity of the containment system is ensured and the requirements for containment technologies have been met.
- The covenant for the property is in place and will be effective in protecting public health and the environment from exposure to hazardous substances and protecting the integrity of the cleanup action.

Based on this periodic review, Ecology has determined the restrictions in the existing restrictive covenant were being observed. No additional remedial actions are required by the property owner. It is the property owner's responsibility to continue to inspect the Site to assure that the integrity of the Site surface is maintained.

### **4.1 NEXT REVIEW**

The next review for the Site will be scheduled five years from the date of this periodic review. In the event that additional cleanup actions or institutional controls are required, the next periodic review will be scheduled five years from the completion of those activities.

---

## 5.0 REFERENCES

Cayuse Environmental. *Site Assessment, Tank Cleaning, and Disposal of Petroleum Contaminated Soil*. 1996.

PBS Engineering and Environmental. *Results of Heating Oil Cleanup/Risk Assessment 3.8 Acre Hospital Property*. 2003.

PBS Engineering and Environmental. *Heating Oil Underground Storage Tank Remedial Action and Risk Assessment*. 2003.

PBS Engineering and Environmental. *Phase One Environmental Site Assessment*. 2003.

PLSA Engineering and Surveying. *South Heating Oil Tank Removal*. 2003.

PLSA Engineering and Surveying. *North Heating Oil Tank Removal*. 2003.

Ecology. *Restrictive Covenant*. 2003.

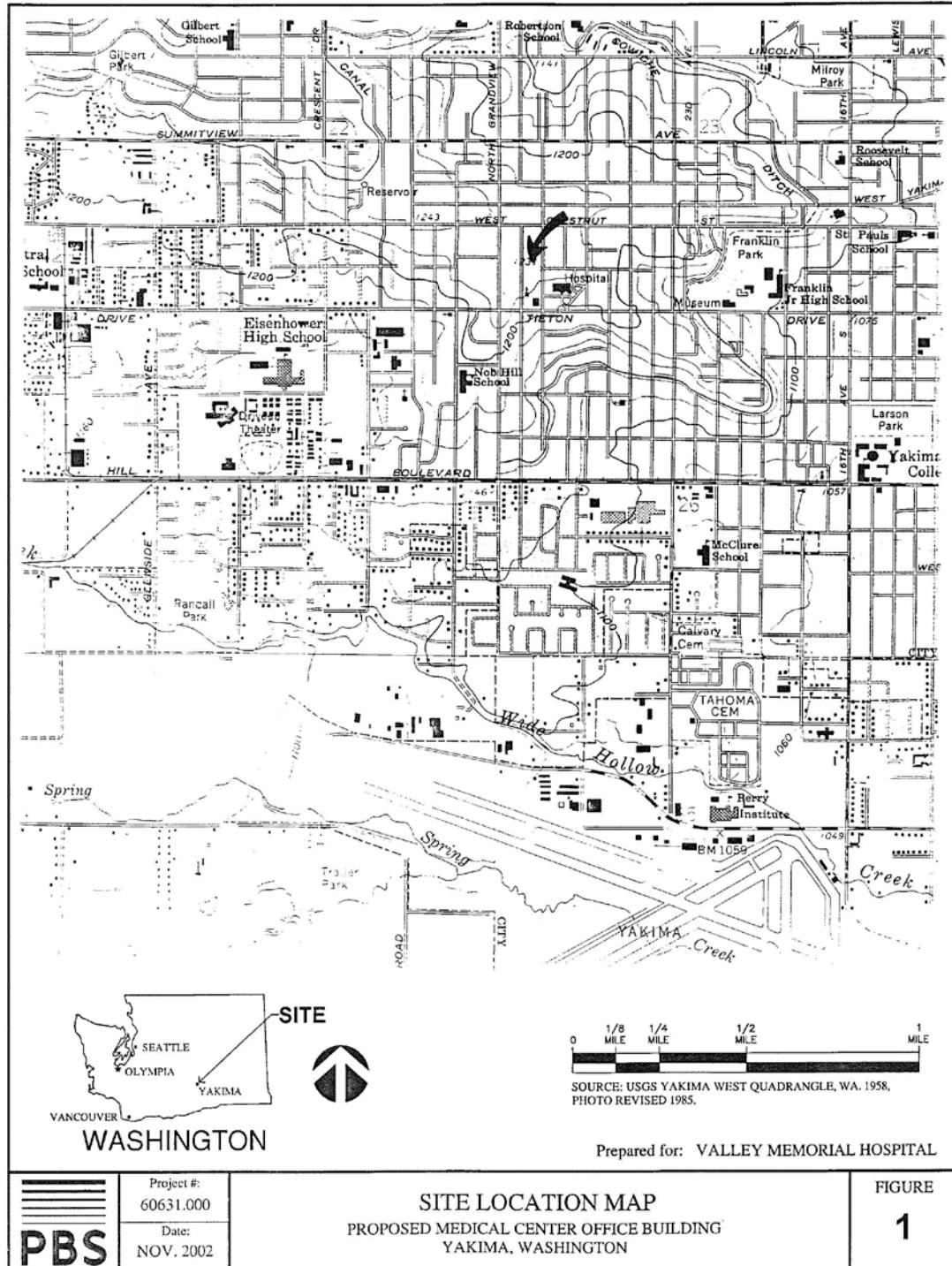
Ecology. *No Further Action Determination Letter*. 2003.

Ecology. *Periodic Review*. September 19, 2008.

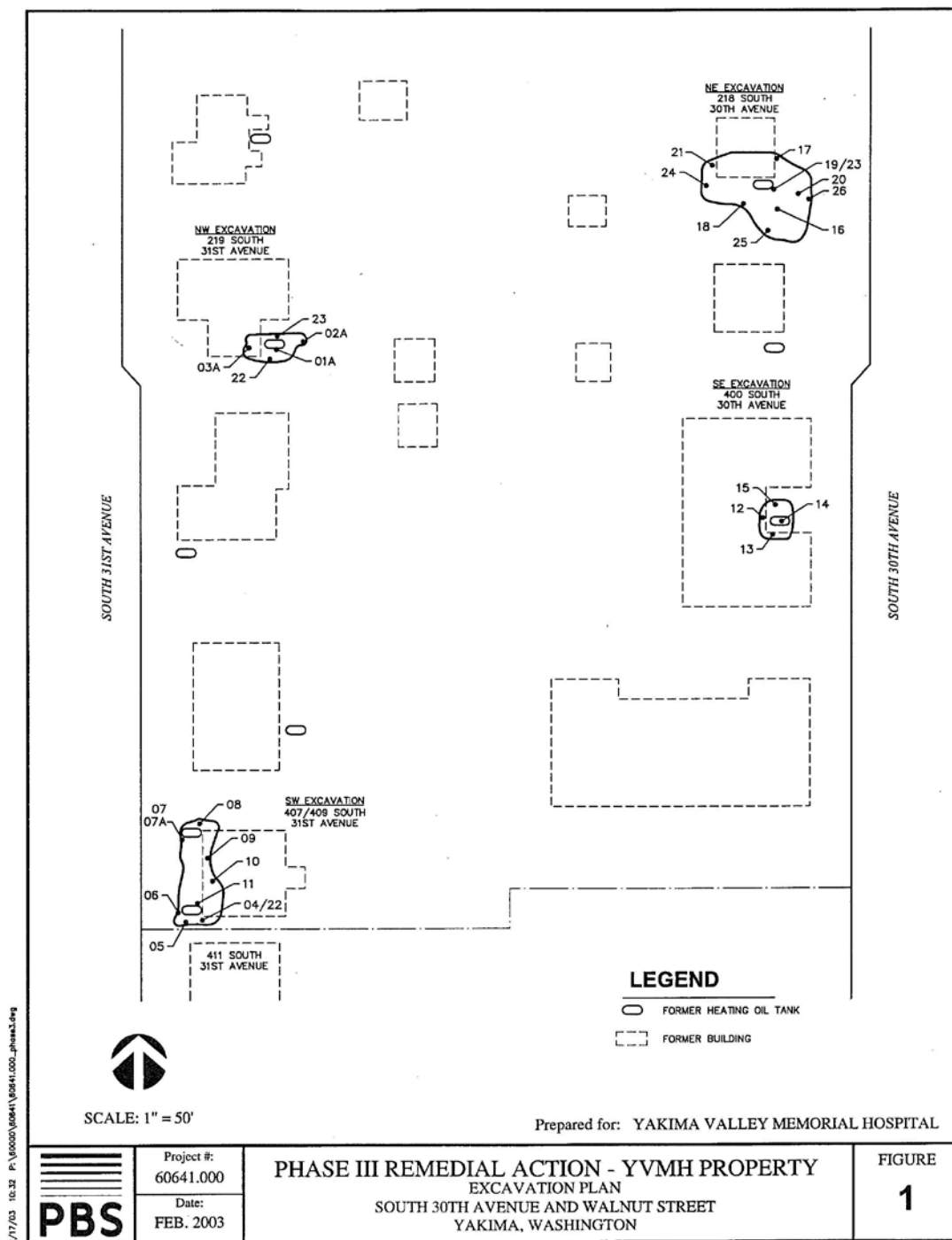
Ecology. *Site Visit*. December 20, 2013.

## **6.0 APPENDICES**

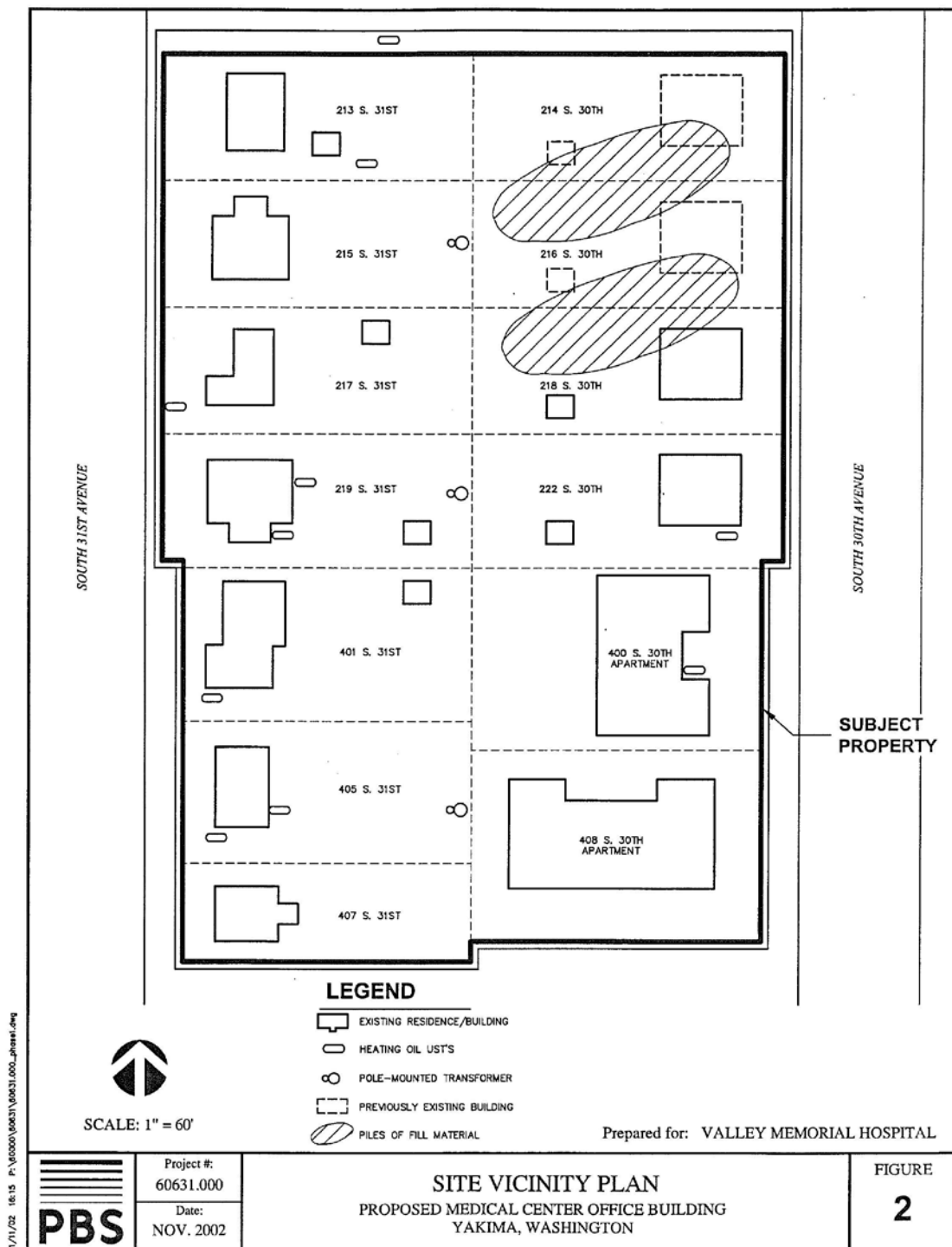
## 6.1 Vicinity Map



## 6.2 Excavation Areas



## 6.3 Former Site UST Locations





## 6.4 Environmental Covenant

After Recording Return  
Original Signed Covenant to:  
Jeff Newschwander  
Toxics Cleanup Program  
Department of Ecology  
15 West Yakima Avenue  
Yakima, WA 98902



FILE# 7832054  
YAKIMA COUNTY, WA  
02/25/2014 02:17:43PM  
COVENANT  
PAGES: 8  
VALUED CUSTOMER  
JEFF NEWSCHWANDER  
Recording Fee: 79.00

### Environmental Covenant

**Grantor:** Yakima Valley Memorial Hospital Association  
**Grantee:** State of Washington, Department of Ecology  
**Brief Legal Description:** Portion of Lot 19 and 20, Volume "N" of Plats, Page 25  
**Tax Parcel Nos.:** 18132333488  
**Cross Reference:** Original Covenant # 7342169 (amending), Ecology No Further Action Determination letter for dated June 26, 2003.

### RECITALS

- a. This document is an environmental (restrictive) covenant (hereafter "Covenant") executed pursuant to the Model Toxics Control Act ("MTCA"), chapter 70.105D RCW and Uniform Environmental Covenants Act ("UECA"), chapter 64.70 RCW.
- b. The Property that is the subject of this Covenant is part or all of a site commonly known as the Yakima Valley Memorial Hospital Property – FSID#: 5564333. The Property is legally described in Exhibit A, and illustrated in Exhibit B, both of which are attached (hereafter "Property"). If there are differences between these two Exhibits, the legal description in Exhibit A shall prevail.
- c. The Property is the subject of remedial action under MTCA. This Covenant is required because residual contamination remains on the Property after completion of remedial actions. Specifically, the following principle contaminants remain on the Property:

Medium	Principle Contaminants Present
Soil	Diesel-range petroleum hydrocarbons
Groundwater	None
Surface Water/Sediment	None

- d. It is the purpose of this Covenant to restrict certain activities and uses of the Property to protect human health and the environment and the integrity of remedial actions conducted at the site. Records describing the extent of residual contamination and remedial actions conducted are available through the Washington State Department of Ecology.
- e. This Covenant grants the Washington State Department of Ecology, as holder of this Covenant, certain rights specified in this Covenant. The right of the Washington State

Department of Ecology as a holder is not an ownership interest under MTCA, Chapter 70.105D RCW or the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") 42 USC Chapter 103.

f. This Covenant supersedes and replaces the existing Environmental (Restrictive) Covenant, which is recorded with Yakima County as #7342169.

### **COVENANT**

Yakima Valley Memorial Hospital Association, as Grantor and fee simple owner of the Property hereby grants to the Washington State Department of Ecology, and its successors and assignees, (hereafter "Ecology") the following covenants. Furthermore, it is the intent of the Grantor that such covenants shall run with the land and be binding on all current and future owners of any portion of, or interest in, the Property.

#### **Section 1. General Restrictions and Requirements.**

The following general restrictions and requirements shall apply to the Property:

- a. **Interference with Remedial Action.** The Grantor shall not engage in any activity on the Property that may impact or interfere with the remedial action and any operation, maintenance, inspection or monitoring of that remedial action without prior written approval from Ecology.
- b. **Protection of Human Health and the Environment.** The Grantor shall not engage in any activity on the Property that may threaten continued protection of human health or the environment without prior written approval from Ecology. This includes, but is not limited to, any activity that results in the release of residual contamination that was contained as a part of the remedial action or that exacerbates or creates a new exposure to residual contamination remaining on the Property.
- c. **Continued Compliance Required.** Grantor shall not convey any interest in any portion of the Property without providing for the continued adequate and complete operation, maintenance and monitoring of remedial actions and continued compliance with this Covenant.
- d. **Leases.** Grantor shall restrict any lease for any portion of the Property to uses and activities consistent with this Covenant and notify all lessees of the restrictions on the use of the Property.
- e. **Amendment to the Covenant.** Grantor must notify and obtain approval from Ecology at least sixty (60) days in advance of any proposed activity or use of the Property in a manner that is inconsistent with this Covenant. Before approving any proposal, Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal. If Ecology approves the proposal, the Covenant will be amended to reflect the change.

#### **Section 2. Specific Prohibitions and Requirements.**

In addition to the general restrictions in Section 1 of this Covenant, the following additional specific restrictions and requirements shall apply to the Property.

##### **Containment of Soil/Waste Materials.**

The remedial action for the Property is based on containing contaminated soil under a cap consisting of asphalt and/or clean soil and identified as the 'Contaminated Soil Area' in Exhibit B. The primary purpose of this cap is to prevent direct contact with contaminated soils remaining at the site. As such, the following restrictions shall apply within the area identified as 'Environmental Covenant Area' in Exhibit B:

Any activity on the Property that will compromise the integrity of the cap including: drilling; digging; piercing the cap with sampling device, post, stake or similar device; grading; excavation; installation of underground utilities; removal of the cap; or, application of loads in excess of the cap load bearing capacity, is prohibited without prior written approval by Ecology. The Grantor shall report to Ecology within forty-eight (48) hours of the discovery of any damage to the cap. Unless an alternative plan has been approved by Ecology in writing, the Grantor shall promptly repair the damage and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.

**Section 3. Access.**

- a. The Grantor shall maintain clear access to all remedial action components necessary to construct, operate, inspect, monitor and maintain the remedial action.
- b. The Grantor freely and voluntarily grants Ecology and its authorized representatives, upon reasonable notice, the right to enter the Property at reasonable times to evaluate the effectiveness of this Covenant and associated remedial actions, and enforce compliance with this Covenant and those actions, including the right to take samples, inspect any remedial actions conducted on the Property, and to inspect related records.
- c. No right of access or use by a third party to any portion of the Property is conveyed by this instrument.

**Section 4. Notice Requirements.**

a. Conveyance of Any Interest. The Grantor, when conveying any interest within the area of the Property described/illustrated in Exhibit B, including but not limited to title, easement, leases, and security or other interests, must:

- i. Notify Ecology at least thirty (30) days in advance of the conveyance.
- ii. Include in the conveying document a notice in substantially the following form, as well as a complete copy of this Covenant:

**NOTICE: THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON [date this document is recorded] AND RECORDED WITH THE YAKIMA COUNTY AUDITOR UNDER RECORDING NUMBER [recording number of this document]. USES AND ACTIVITIES ON THIS PROPERTY MUST COMPLY WITH THAT COVENANT, A COMPLETE COPY OF WHICH IS ATTACHED TO THIS DOCUMENT.**

- iii. Unless otherwise agreed to in writing by Ecology, provide Ecology with a complete copy of the executed document within thirty (30) days of the date of execution of such document.

b. **Reporting Violations.** Should the Grantor become aware of any violation of this Covenant, Grantor shall promptly report such violation to Ecology.

c. **Emergencies.** For any emergency or significant change in site conditions due to Acts of Nature (for example, flood, fire) resulting in a violation of this Covenant, the Grantor is authorized to respond to such an event in accordance with state and federal law. The Grantor must notify Ecology of the event and response actions planned or taken as soon as practical but no later than within 24 hours of the discovery of the event.

d. Any required written notice, approval, or communication shall be personally delivered or sent by first class mail to the following persons. Any change in this contact information shall be submitted in writing to all parties to this Covenant.

<b>Jeff Newschwander</b>	Environmental Covenants Coordinator
Phone contact	Washington State Department of Ecology Toxics Cleanup Program 15 West Yakima Avenue, Suite 200 Yakima, WA 98902 (509)454-7842

As an alternative to providing written notice and change in contact information by mail, these documents may be provided electronically in an agreed upon format at the time of submittal.

#### **Section 5. Modification or Termination.**

a. If the conditions at the site requiring a Covenant have changed or no longer exist, then the Grantor may submit a request to Ecology that this Covenant be amended or terminated. Any amendment or termination of this Covenant must follow the procedures in Chapter 64.70 RCW and Chapter 70.105D RCW and any rules promulgated under these chapters.

#### **Section 6. Enforcement and Construction.**

a. This Covenant is being freely and voluntarily granted by the Grantor.

b. Grantor shall provide Ecology with an original signed Covenant and proof of recording within ten (10) days of execution of this Covenant.

c. Ecology shall be entitled to enforce the terms of this Covenant by resort to specific performance or legal process. All remedies available in this Covenant shall be in addition to any and all remedies at law or in equity, including Chapter 70.105D RCW and Chapter 64.70 RCW. Enforcement of the terms of this Covenant shall be at the discretion of Ecology, and any forbearance, delay or omission to exercise its rights under this Covenant in the event of a breach of any term of this Covenant is not a waiver by Ecology of that term or of any subsequent breach of that term, or any other term in this Covenant, or of any rights of Ecology under this Covenant.

d. The Grantor, upon request by Ecology, shall be obligated to pay for Ecology's costs to process a request for any modification or termination of this Covenant and any approval required by this Covenant.

e. This Covenant shall be liberally construed to meet the intent of the Model Toxics Control Act, chapter 70.105D RCW and Uniform Environmental Covenants Act, chapter 64.70 RCW.

f. The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its

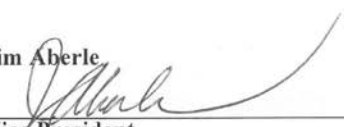
application to any person or circumstance is not affected and shall continue in full force and effect as though such void provision had not been contained herein.

g. A heading used at the beginning of any section or paragraph or exhibit of this Covenant may be used to aid in the interpretation of that section or paragraph or exhibit but does not override the specific requirements in that section or paragraph.

The undersigned Grantor warrants he/she holds the title to the Property and has authority to execute this Covenant.

EXECUTED this 10<sup>th</sup> day of February, 2014.

**Jim Aberle**


  
\_\_\_\_\_  
**Vice President**

**Yakima Valley Memorial Hospital**

Dated: 2/10/14

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

**Valerie Bound**

  
\_\_\_\_\_  
**Section Manager**

**Central Region Office Toxics Cleanup Program**

Dated: 2-24-14

GRANTOR CORPORATE ACKNOWLEDGMENT

STATE OF WA  
COUNTY OF Yakima

On this 10<sup>th</sup> day of February, 2014 certify that Jim Aberle  
personally appeared before me, acknowledged that he/she is the Vice President - Operations  
of the corporation that executed the within and foregoing instrument, and signed said instrument  
by free and voluntary act and deed of said corporation, for the uses and purposes therein  
mentioned, and on oath stated that he/she was authorized to execute said instrument for said  
corporation.

Laura M. Seaman  
Notary Public in and for the State of  
Washington, residing at Yakima, WA.  
My appointment expires 1-15-16.



---

**Exhibit A**

**Legal Description**

**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.**

Exhibit B  
Property Map





---

## 6.5 Photo Log

**Photo 1: YVMH Covenant Area - from the west**



**Photo 2: YVMH Covenant Area - from the southwest**





**Photo 3: Asphalt in YVMH Covenant Area - from the southwest**



**Photo 4: YVMH Parking and Covenant Area – from the west**

