

WHEN RECORDED RETURN TO:

Parminder Thind dba JT Enterprises, Inc.  
203 Panorama Drive  
Yakima, WA 98901

### RESTRICTIVE COVENANT

Grantor(s): Parminder Thind/JT Enterprises Inc.  
Regarding: Red Carpet Motor Inn  
Legal Description (abbreviated): PTN OF TRACK 13, LEWIS TERRY GARDEN TRACTS, F-15, AND PTN OF LOT 6 ZERR S SUBDIVISION, I-45.  
Assessor's Tax Parcel ID#: 181314-41443, 41444

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Parminder Thind dba JT Enterprises Inc., 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[s]: "Underground Storage Tank Site Assessment Red Carpet Motor Inn" prepared by Peggy Williamson of Fulcrum Environmental Consulting, Inc.

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of diesel range hydrocarbons which exceed the Model Toxics Control Act Method A Residential Cleanup Level for soil established under WAC 173-340-900.



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The undersigned, Parminder Thind dba JT Enterprises Inc., 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 the Yakima County Assessors office as parcels 18131441443 and 18131441444.

Parminder Thind dba JT Enterprises Inc. 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 diesel range hydrocarbon contaminated soil located approximately nine (9) feet below surface pavement and concrete sidewalks, south of the office and west of the main building, adjacent to the building foundation. The Owner shall not alter, modify, or remove the existing structure or surfacing 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."

"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. Some examples of activities that are prohibited in the capped areas 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 with a rod, spike or similar item, bulldozing or earthwork."



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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

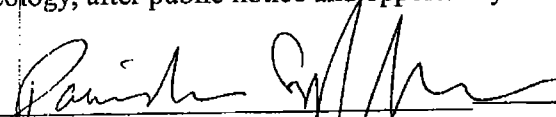
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or be of any further force or effect. However, such an instrument may be recorded only if

Ecology, after public notice and opportunity for comment, concurs.

  
Paminder Thind dba JT Enterprises Inc.

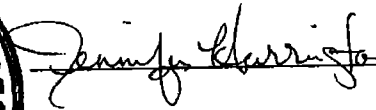
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Date Signed

**ACKNOWLEDGMENT**

State of Washington  
County of Yakima

On this 4<sup>th</sup> day of January, 2006, Paminder Thind personally appeared before me, whose identity I verified on the basis of a Washington State Drivers License, to be the signer of the foregoing documents, and he acknowledged that he signed it.



  
Notary Public  
My Commission Expires: 2/17/09

*Attribution Clause: This Certificate is prepared for, and exclusively belongs to, the accompanying document entitled Restrictive Covenant, which consists of 4 pages and is dated 12/29/05. If this Certificate is appropriated to any document other than the one described herein, it shall be deemed null and void.*



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