

Return Address

Herbert L. Ritter
P. O. Box 8514
Spokane, WA 99203

Please print neatly or type information

Document 1 Title: Restrictive Covenant

Reference #'s: _____
Additional reference #'s on page _____

Grantors:
Mr. Herbert L. Ritter

Grantees:
The Public

Additional grantors on page _____

additional grantees on page _____

Document 2 Title: _____

Reference #'s: _____
Additional reference #'s on page _____

Grantors: _____

Grantees: _____

Additional grantors on page _____

additional grantees on page _____

Legal Description (abbreviated form: i.e. lot, blk, plat or S,T,R quarter/quarter)

Portion of Lot 40, Lewis-Terry Garden Tracts
Additional legal is on page _____

Assessor's Property Tax Parcel/Account Number

181323-11443

- Emergency nonstandard document recording: I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature: _____

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



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04/16/2001 02:47P
Yakima Co, WA

RESTRICTIVE COVENANT

Herbert L. Ritter, owner, 115 W. Lincoln Avenue, Yakima, Washington.

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Herbert L. Ritter, 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 documents;

1. Site Plan, Index & General Notes-Drawing, Written by The Southland Corporation, dated July 2, 1980.
2. Preliminary Hydrogeological Assessment, written by Delta Environmental Consultants, Inc. (Delta), dated June 29, 1988.
3. Phase II Hydrogeological Assessment, written by Delta, dated October 13, 1988.
4. Remedial Action Report, written by Delta, dated January 5, 1989.
5. Remedial Action Report written by Delta, dated April 5, 1989.
6. Quarterly Monitoring/Remedial Action Report, written by Delta, dated July 7, 1989.
7. Quarterly Monitoring/Remedial Action Report, written by Delta, dated October 6, 1989. Phase II environmental Site Assessment, written by Chen-Northern, Inc., dated June, 1993.
8. Phase II Environmental Site Assessment, written by Chen-Northern, Inc., dated June, 1993.
9. Final Status Report, written by Secor, dated July 7, 1993.
10. Letters written by Underwood, Campbell, Brock & Cerutti, dates November 3, and December 8, 1993.
11. Status Letter & Quarterly Groundwater Monitoring Reports, written by GN Northern, Inc., dated May 6, 1996 and February 3, 1997.
12. Phase I ESA & Limited Phase II subsurface Investigation, written by Pacific S W Group, dated July 31, 1998.



13. Supplemental Phase II Subsurface Investigation, written by Pacific SW Group, dated October 30, 1998.
14. Groundwater Sampling Status Letter Report, written by Pacific SW Group, dated January 15, 1999.
15. Groundwater Sampling Activity Report, written by White Shield, Inc., dated April 9, 2001.

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of petroleum contaminated soils which exceed the Model Toxics Control Act.

The undersigned, Herbert L. Ritter, is the fee owner of real property (hereafter "Property") in the County of Yakima County, State of Washington, that is subject to this Restrictive Covenant. The Property is legally described as: That portion of Lot 40, the Lewis-Terry Garden Tracts, as recorded in Volume "F" of Plats, Page 15, described as follows:

Beginning at a point on the South line of said lot. 330 Feet West of the SE Corner thereof; thence Northerly parallel with the East line of said lot, 215 Feet, more or less, to the North line of the S ½ of said Lot 40; thence Westerly along said line 200 Feet, more or less, to the West line of said Lot; thence Southerly along said West line 215 Feet, more or less, to the South line of said Lot; thence East along the South line of said Lot, 200 Feet, more or less, to the point of beginning.

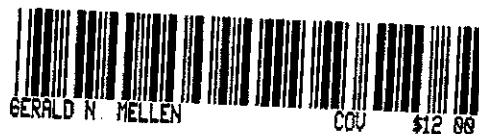
Except the West 65 Feet thereof; and except the South 7 Feet conveyed to the City of Yakima by instrument recorded June 8, 1984 under Auditor's File No. 2705736.

Herbert L. Ritter 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: "The Southern most portion of the Property contains contaminated soil located under the sidewalk. The Owner shall not alter, modify or remove the contaminated soil area 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 properly written approval from Ecology."

Section 2: Any activity on the Property that may interfere with 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 properly written approval from Ecology.



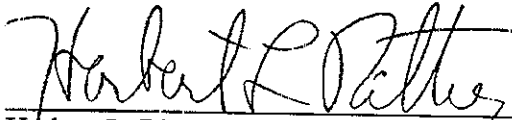
Section 4: The Owner of the Property must give thirty (30) day advance written notice to Ecology of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease or other interest in the Property shall be consummated by the Owner without adequate and complete provision 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.

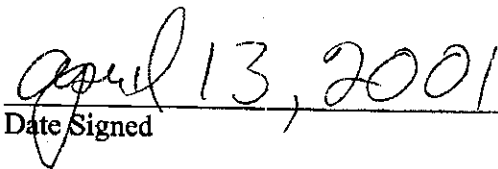
Section 6: The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Restrictive Covenant. Ecology may approve any inconsistent use only after public notice and comment.

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.



Herbert L. Ritter, Owner

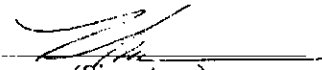


Date Signed



State of Washington
County of Spokane

I certify that I know or have satisfactory evidence that
Herbert Ritter is the person who appeared before
me, and said person acknowledged that (he/she) signed this
instrument and acknowledged it to be (his/her) free and voluntary
act for the uses and purposes mentioned in the instrument
Dated: 4-13-01


(Signature)

(Seal or Stamp)



Branch Manager
Title

My appointment
Expires 10-2-04



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