



## Restrictive (Environmental) Covenant

After Recording Return to:  
John Mefford  
Department of Ecology  
15 W. Yakima Avenue, Suite 200  
Yakima, WA 98902-3452



### Environmental Covenant

**Grantors:** Susanne Storey, Marilyn Storey, Joanne Storey Mankus

**Grantee:** State of Washington, Department of Ecology

**Legal:** CD. 4240; CLE ELUM; STEINER'S GARDEN TRACTS #2; E. 20' OF LOT 28; LOT 29; CD. 4231; CLE ELUM, STEINER'S GARDEN TRACTS #2; LOT 21 & E 20' LOT 22

**Tax Parcel Nos.:** 373134 (tax map no. 20-15-25052-0029); 741434 (tax map no. 20-15-25052-0021)

Grantors Susanne Storey, Marilyn Storey, Joanne Storey Mankus, hereby bind Grantors, its successors and assigns to the land use restrictions identified herein and grants such other rights under this environmental covenant (hereafter "Covenant") this 27<sup>th</sup> day of March, 2013 in favor of the State of Washington Department of Ecology (Ecology). Ecology shall have full right of enforcement of the rights conveyed under this Covenant pursuant to the Model Toxics Control Act, RCW 70.105D.030(1)(g), and the Uniform Environmental Covenants Act, 2007 Wash. Laws ch. 104, sec. 12.

This Declaration of Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Susanne Storey, Marilyn Storey, Joanne Storey Mankus, its successors and assigns (hereafter "Storey"), and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology").

A remedial action (hereafter "Remedial Action") occurred at the property that is the subject of this Covenant. The Remedial Action conducted at the property is described in the following documents:

- *Remedial Investigation/Feasibility Study at the Storey Gas Station Facility, 1310 East First Street, Cle Elum, Washington, Galloway Environmental, Inc., March 2000.*
- *Cleanup Action Plan at the Storey Gas Station Facility, 1310 East First Street, Cle Elum, Washington, Galloway Environmental, Inc., April 2000.*
- *Final Cleanup Action Report at the Storey Gas Station Facility, 1310 East First Street, Cle Elum, Washington, Galloway Environmental, Inc., August 2002.*
- *Final Cleanup Action Report at the Storey Gas Station Facility, 1310 East First Street, Cle Elum, Washington, Galloway Environmental, Inc., January 2003.*

These documents are on file at Ecology's Central Region Office.

This Covenant is required because the Remedial Action resulted in residual concentrations of gasoline- and diesel-range petroleum hydrocarbons which exceed the Model Toxics Control Act Method A Cleanup Level for soil established under WAC 173-340-740.

The undersigned, Storey, is the fee owner of real property (hereafter "Property") in the County of Kittitas, State of Washington, that is subject to this Covenant. The Property is legally described as follows:

- CD. 4240; CLE ELUM; STEINER'S GARDEN TRACTS #2; E. 20' OF LOT 28; LOT 29;
- CD. 4231 CLE ELUM, STEINER'S GARDEN TRACTS #2; LOT 21 & E 20' LOT 22

Storey 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.** 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.

**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.

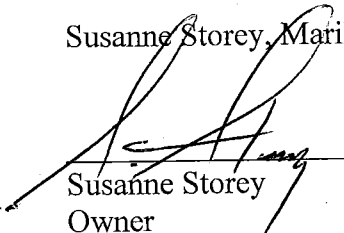
**Section 5.** The Owner must restrict leases to uses and activities consistent with the Covenant and notify all lessees of the restrictions on the use of the Property.

**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 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, to determine compliance with this Covenant, 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 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.

Susanne Storey, Marilyn Storey, Joanne Storey Mankus



Susanne Storey  
Owner

Dated: 6-27-13

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Marilyn Storey  
Owner

Dated: \_\_\_\_\_

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Joanne Storey Mankus  
Owner

Dated: \_\_\_\_\_

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

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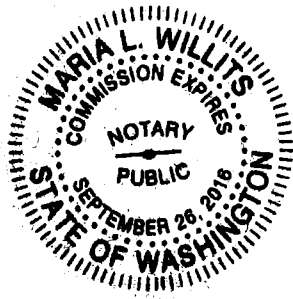
Valerie Bound  
Section Manager, Toxics Cleanup Program  
Central Regional Office

Dated: \_\_\_\_\_

STATE OF Washington  
COUNTY OF Kittitas

[INDIVIDUAL ACKNOWLEDGMENT]

On this 27<sup>th</sup> day of June, 20 13, I certify that Susanne Kay Storey  
personally appeared before me, and acknowledged that **he/she** is the individual described  
herein and who executed the within and foregoing instrument and signed the same at **his/her**  
free and voluntary act and deed for the uses and purposes therein mentioned.



Maria L. Willits

Notary Public in and for the State of

Washington, residing at 803 W 15<sup>th</sup> ST

My appointment expires 09-26-2016

ST Cle Elum

**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.

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Susanne Storey, Marilyn Storey, Joanne Storey Mankus

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Susanne Storey  
Owner

Dated: \_\_\_\_\_

Marilyn P. Storey-Link  
Marilyn Storey  
Owner

Dated: 6.27.13

\_\_\_\_\_  
Joanne Storey Mankus  
Owner

Dated: \_\_\_\_\_

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

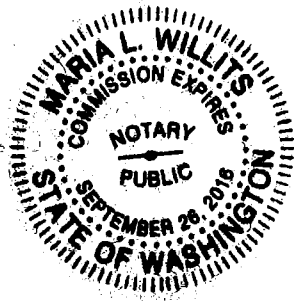
\_\_\_\_\_  
Valerie Bound  
Section Manager, Toxics Cleanup Program  
Central Regional Office

Dated: \_\_\_\_\_

[INDIVIDUAL ACKNOWLEDGMENT]

STATE OF Washington  
COUNTY OF Kittitas

On this 27<sup>th</sup> day of June, 2013, I certify that Marilyn P. Storey - Orbe  
personally appeared before me, and acknowledged that **he/she** is the individual described  
herein and who executed the within and foregoing instrument and signed the same at **his/her**  
free and voluntary act and deed for the uses and purposes therein mentioned.



Maria L. Willits  
Notary Public in and for the State of  
Washington, residing at 803 W 1<sup>st</sup> St Jeckm  
My appointment expires 09, 26, 2016



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Susanne Storey, Marilyn Storey, Joanne Storey Mankus

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Susanne Storey  
Owner

Dated: \_\_\_\_\_

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Marilyn Storey  
Owner

Dated: \_\_\_\_\_

x Joanne Storey Mankus  
Joanne Storey Mankus  
Owner

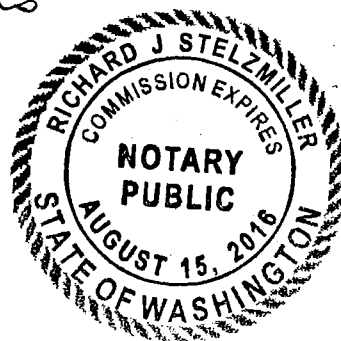
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STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

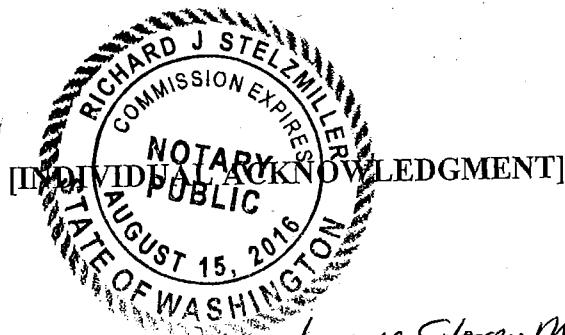
Valerie Bound

Valerie Bound  
Section Manager, Toxics Cleanup Program  
Central Regional Office

Dated: 7-15-13



STATE OF Washington  
COUNTY OF Yakima



On this 27<sup>th</sup> day of June, 2013, I certify that Joanne Storey Mankus personally appeared before me, and acknowledged that **he/she** is the individual described herein and who executed the within and foregoing instrument and signed the same at **his/her** free and voluntary act and deed for the uses and purposes therein mentioned.

Richard J Stelz Miller

Notary Public in and for the State of  
Washington, residing at Yakima

My appointment expires August 15, 2016