



PETER TRABUSINER

COVEN# 23.00

2163275
Page: 1 of 5
12/18/2003 10:15A
Chelan Co, WA

Return Address:
PETER TRABUSINER
1500 ADAIR DR
RICHLAND, WA 99352

Document Title(s) (or transactions contained therein):

1. RESTRICTIVE COVENANT
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:

(on page of document(s))

Grantor(s) (last name first, then first name and initial(s))

1. SHOURD, NORMA
2. RUSSELL, DARLA O
3. ST OF WASH DEPARTMENT OF ECOLOGY
- 4.

☐ Additional names on page of document.

Grantee(s) (last name first, then first name and initial(s))

1. SAME
- 2.
- 3.
- 4.

☐ Additional names on page of document.

Legal Description (abbreviated : i.e. lot, block, plat or section township and range)

LOT 1-8 BL 2 LAKEVIEW

☐ Additional legal is on page of document

Assessor's Property Tax Parcel/Account Number: 272318665035

☐ Additional parcel numbers on page of document

Washington State County Auditor/Recorder's indexing form (cover sheet)

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.

EMERGENCY NONSTANDARD REQUEST

I am requesting an emergency nonstandard recording for an additional fee of \$50.00 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

DATE

RESTRICTIVE COVENANT

Norma Shourd was and Darla O. Russell is fee owner of, Bill's Gas & Country Store.

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Norma Shourd and Darla O. Russell, 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:

Date	Title	Name of Business/Person	Purpose-Results
5/29/02	Water Well Report #W155185	MVM Quality Drilling, LLC	Test for Ground water (85') None found
6/6/02	Water Well Report #A-66301	MVM Quality Drilling, LLC 22905 River view Rd-Chelan	Decommissioned- no water found
11/8/99	UST Site Investigation and Final Clean Up Report	Net Compliance Prod. & Services 210 N Perry-Kennewick, WA	Soil tests under dispensers no contamination found
11/18/99	Final Clean Up Report	Cascade Drilling-Portland, OR	Drilled 15 holes on property perimeter no contamination found
1/2/02	STI-P3 Tank Monitoring	Veri-Tank, Inc	Tank corrosion protection Annual Test- passed
6/19/02	Certificate of Tightness	Northwest Tank & Env. Serv	Certify tanks and lines Annual Test- passed
	No Further Action Required	Department of Ecology	Remedial Action satisfied

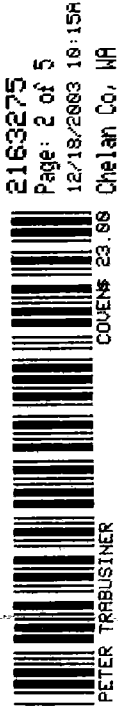
The aforementioned documents are on file at the Central Regional Office of Ecology.

This Restrictive Covenant is required because a conditional point of compliance has been established for soil.

The undersigned Norma Shourd was and Darla Russell is the fee owner of real property (hereafter "Property") in the County of Chelan, State of Washington, that is subject to this Restrictive Covenant.

Lots 1 through 7 inclusive and the East 8 feet of Lot 8, Block 2, Lakeview Addition to the Town of Chelan, Chelan County, Washington, according to the plat thereof recorded in Volume 1 of Plats, page 26.

EXCEPT that portion of said Lot 8 lying Westerly of the following described line: Commencing at the Northwest corner of said Lot 8. Thence South 87deg. 12'07" East along the North line thereof a distance of 23.22 feet to the True Point of Beginning. Thence South 3deg. 34'51" West a distance of 106.55 feet to a point on the South line of said Lot 8 which is 15.54 feet Easterly of the Southwest corner thereof and the terminus of this description.



Norma Shourd/Darla O. Russell make 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 may contain petroleum-contaminated soil located under a portion of the existing building. The owner shall not alter, modify, or remove the existing structure in any manner that may result in the release or exposure to the environment of any possible contaminated soil or create a new exposure pathway without prior written approval from Ecology".

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 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.

Norma Shourd
Norma Shourd, Remedial Action Initiator

Date: 9-19-2002

STATE OF WASHINGTON
County of Chelan

On this day personally appeared before me NORMA SHOURD
To me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9/19/02 day of

Leo T. Flood
Notary Public in and for the State of Washington, residing at

Chelan
My Appointment Expires on 11-29-04

LEO T. FLOOD
STATE OF WASHINGTON
NOTARY ---- PUBLIC
MY COMMISSION EXPIRES 11-29-04

2163275
Page: 3 of 5
12/18/2003 10:15A
Chelan Co, WA
COVEN# 23.68
PETER TRABUSINER

Darla O Russell
Darla O. Russell, Property Owner

Date: 11/25/03

STATE OF WASHINGTON

County of Chelan

)
) ss:

On this day personally appeared before me

Darla Russell

To me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 25th day of NOVEMBER 2003

LEO T. FLOOD
STATE OF WASHINGTON
NOTARY --- PUBLIC
MY COMMISSION EXPIRES 11-29-04

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

[Signature]
My Appointment Expires on 11/29/04

2163275
Page: 4 of 5
12/18/2003 10:15A
Chelan Co, WA
COVEN# 23.00
PETER TRARISINER

Bill's Gas & Country Store, LLC

PO Box 2570
817 E Woodin Avenue
Chelan, WA 98816-2570
509.682.5612

November 25, 2003

Office of Community Development
PO Box 1669
Chelan, WA 98816-1669

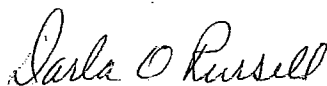
RE: Notice and Opportunity to Comment on Real Property Subject to a
Restrictive Covenant/Deed Restriction

The Department of Ecology (Ecology) requires me to notify your organization that a restrictive covenant is being proposed as part of the voluntary cleanup action at property located within your planning area. Ecology is required by law (RCW 70.105D.030), to seek your comments. It is Ecology's expectation that this notice be used by you to identify zoning conditions that could affect the protectiveness of a remedy decision. Please submit your written response to the enclosed restrictive covenant within 14 calendar day's receipt of this letter. Ecology will consider any comments you submit prior to imposing the covenant.

This covenant is necessary because conditional points of compliance have been established. The covenant is intended to restrict any site use that could result in exposure to the potentially contaminant and interfere with the integrity of the cleanup action. The property in question is located at 817 E. Woodin Avenue, Chelan, WA 98816.

If you have any questions regarding this notice then contact Ecology Project Manager, Brian T. Deeken, Site Manager Toxics Cleanup Program – 15 West Yakima Avenue, Suite 200 – Yakima, WA 98902-3452 Telephone 509-575-2490

Sincerely,



Darla O. Russell,
Real Property Owner

Enclosure: proposed restrictive covenant

21632275
Page: 5 of 5
12/18/2003 10:15A
COVEN 23.00 Chelan Co, WA
PETER TRABUSINER