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ALROY CHRISTENSEN

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LOON LAKE WA 99148-0045

Auditor File #: 2006 0015520

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ALROY H. CHRISTENSEN

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STEVENS COUNTY, WASHINGTON

TIM GRAY, AUDITOR

Stevens Co  
Loon Lake Self  
Serv  
TOP / LOST

DOCUMENT TITLE(S) RESTRICTIVE COVENANT

GRANTOR(S):

Last, First, Middle Initial

1. ALROY H. CHRISTENSEN TRUST

2. CHRISTENSEN, DORTHY E.

3. ECOLOGY, DEPT OF

etc. additional names on page \_\_\_\_\_ of document

GRANTEE(S):

Last, First, Middle Initial

1. PUBLIC, THE

2. \_\_\_\_\_

3. \_\_\_\_\_

etc. additional names on page \_\_\_\_\_ of document

LEGAL DESCRIPTION:

Abbreviated form (lot, block, plat name, section-township-range)

1. LOT 8, BLOCK 2

2. CHRISTENSEN SUBDIVISION

Additional legal description is on page \_\_\_\_\_ of document

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S):

1. 630700

REFERENCE NUMBERS OF RELATED DOCUMENTS:  
(IF APPLICABLE)

1. AUDITOR'S FILE NUMBER(S): \_\_\_\_\_

2. BOOK(S) AND PAGE(S): \_\_\_\_\_

**RESTRICTIVE COVENANT**

**Property Owner: Alroy H. Christensen Trust and Dorthy E. Christensen**

**Property Name: Loon Lake Self Serve (Commercial)**

**Property Address: 3937 Garden Spot Road, Loon Lake, WA 99148**

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Alroy H. Christensen Trust and Dorthy E. Christensen, its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereinafter "Ecology").

An independent remedial action (hereinafter "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):

- Interim Remedial Investigation, Loon Lake Self Service, Leppo Consultants, Inc. (LCI), dated April 1998
- Interim Remedial Action Reports, Ground Water Monitoring Events No. 1 (June 3, 1998) through 14 (May 30, 2002), Loon Lake Self Service, LCI
- Interim Remedial Action Reports, Ground Water Monitoring Events No. 15 (October 31, 2002) through 22 (January 2005), Loon Lake Self Service, SLR International Corp. (SLR)
- Summary of Remediation Activities, January 12, 2000 through January 10, 2001, Loon Lake Self Serve Site, IT Corporation, dated May 17, 2001
- Independent Remedial Action Report, Cleanup Action Plan, Loon Lake Self Serve, SLR, dated May 3, 2004
- Independent Remedial Action Reports, Ground Water Monitoring Events from June 2005 through March 2006, Loon Lake Self Serve, LFR, Inc. (LFR)
- Final Closure Report, Independent Remedial Actions, Loon Lake Self Serve, LFR, dated September 12, 2006

These documents are on file at Ecology's Eastern Regional Office ("ERO").

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

The undersigned Alroy H. Christensen Trust and Dorthy E. Christensen, is the fee owner of real property (hereinafter "Property") in the County of Stevens, State of Washington, that is subject to this Restrictive Covenant. According to the Stevens County Auditor's Office the Property is legally described as follows:

*Lot 8, Block 2, Christensen Subdivision, according to plat recorded under Auditor's File No. 337459, in Stevens County, Washington*

Alroy H. Christensen Trust and Dorthy E. Christensen 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 (hereinafter "Owner").

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, without prior written approval from Ecology. Some examples of activities that are prohibited in the Capped Areas include: drilling, digging, placement of any objects or use of any equipment that deforms or stresses the surface beyond its load bearing capability, piercing the surface with a rod, spike or similar item, bulldozing or earthwork or any activities that may cause migration of the hazardous substances. Attached as Exhibit "A" is a drawing of the Property depicting the estimated Areal Extent of Residual Gasoline Affected Soil on the Property and the location of the capped area beneath the tank bed, pump islands, and canopy. Notwithstanding the foregoing prohibition in this Paragraph 1, digging, landscaping and piercing the surface is permitted in areas of the Property that are outside the area of estimated Areal Extent of Residual Gasoline Affected Soil depicted on Exhibit "A".

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, without prior written approval from Ecology.

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.

4. The Owner of the Property must give thirty (30) days advance written notice to Ecology of the Owner's intent to convey any interest in the Property, except that the Owner need not give advance written notice to Ecology if the Owner leases a subunit of a building on the Property, when such lease expressly prohibits any activity that is inconsistent with the terms of this Restrictive Covenant pursuant to Section 5. 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.

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

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.

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.

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.

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Date: 12-21-06

Alroy H. Christensen  
Dorothy E. Christensen  
Alroy H. Christensen Trust  
Dorothy E. Christensen

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