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JAN 18 2005

COUNTY AUDITOR
SPOKANE COUNTY WA

2:47 pm

#5170266

RESTRICTIVE COVENANT

189-254

Property Owner: Puran Singh

Name of Property: Allen's GTX Truck Stop

This Declaration of Restrictive Covenant is made Pursuant to RCW 70.105D.030 (1)(f) and (g) and WAC 173-340-440 by Puran Singh, his 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: Remedial Investigation and Cleanup Action Report, Independent Remedial Actions, Characterization and Documentation of Diesel Affected Soil, Diesel Tank Bed and Pump Island, Allen's GTX Truck Stop, 18724 East Cataldo Avenue, Greenacres, Washington, Leppo Consultants, Inc., January 2002.

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

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

55172-0222

Parcel A:

That portion of the Greenacres Irrigation Ditch and Lots 5 and Lot 6, Block 2, Corbin Addition to Greenacres, according to Plats recorded in Volume "S" of Plats, page 30, in Spokane County, Washington, More Particularly described as follows:

Beginning at the Northwest corner of said Lot 6:

Thence South 00°17'30" East, along the Westerly Boundary of said Block 2, A distant of 58.17 feet to point on the southwesterly line of said Greenacres Irrigation Ditch;

That portion of the Green_____s Irrigation Ditch and Lot 5, Block 2, _____ CORBIN ADDITION to Greenacres;

Beginning at the Northwest corner of Lot 6, Block 2, Corbin Addition to Greenacres;
Thence South $00^{\circ}17'30''$ East along the Westerly boundary of said Block 2, a distance of 58.17 feet to a point on the Southwesterly line of Greenacres Irrigation ditch;
Thence along said southwesterly line south $85^{\circ}03'$ East, 50.4 feet of the point of curve on a 32.07 foot radius curve right whose central angle is $48^{\circ}21'$;
Thence along the arc of said curve right a distance of 27.06 feet to the point of Tangent;
Thence South $36^{\circ}42'$ East, 164.40 feet;
Thence South $36^{\circ}21'$ East, 42.79 feet to the point of beginning;
Thence North $53^{\circ}39'$ East, 200 feet;
Thence South $36^{\circ}21'$ East, 240 feet;
Thence South $53^{\circ}21'$ West, 200 feet;
Thence North $36^{\circ}21'$ West, 240 feet to the true point of beginning;
Except that portion deeded to the State of Washington for State Route 90 under Auditor's File No. 4639619.

Spokane County Parcel # 55172.0222

Puran Singh 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 petroleum hydrocarbon contaminated soil located specifically as delineated in "EXHIBIT A" attached to and an integral portion of this Restrictive Covenant. The Owner Shall not alter, modify, or remove the existing structure(s) in any manner that may result in the release of exposure to the environment of that 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 th 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.

Dated: 10-25-2004

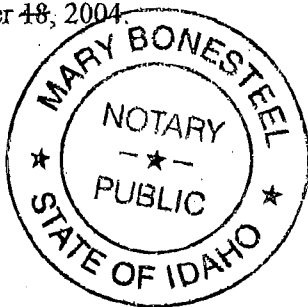
Puran Singh

Puran Singh

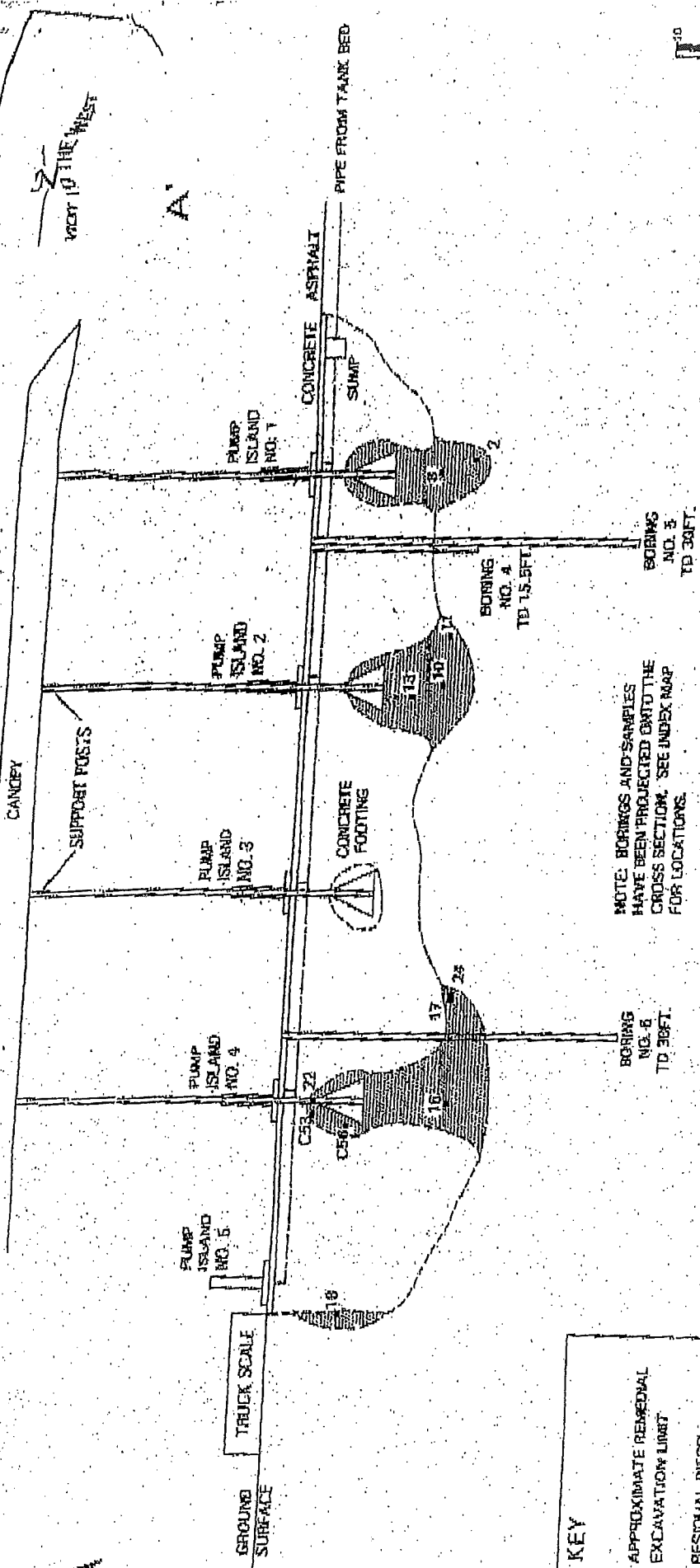
State of ~~Washington~~ ^{Idaho})
County of ~~Spokane~~ ^{Bozeman}) ss.

I certify that I know or have satisfactory evidence that **Puran Singh** signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned.

²⁵
Dated October 18, 2004



Mary Bonesteel
Notary Public in and for
the State of: ~~Washington~~ ^{Idaho}
Residing at: ~~Spokane~~ ^{Bozeman}
My appointment expires ~~September 1, 2007~~ ^{Oct 31}

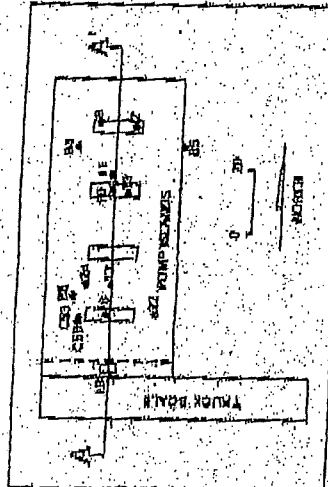


KEY

- APPROXIMATE REMEDIAL EXCAVATION LIMIT
- RESIDUAL DIESEL AFFECTED SOIL ZONE
- SOIL SAMPLE NUMBER & LOCATION
- SOIL BORING LOCATION

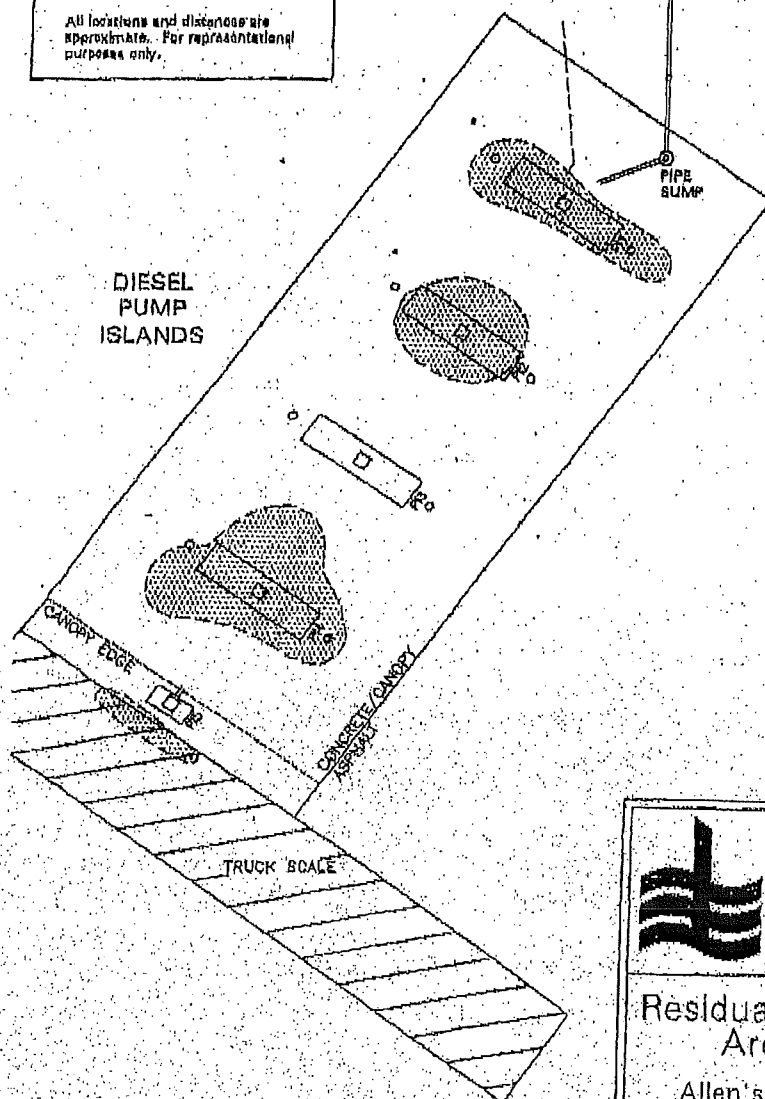
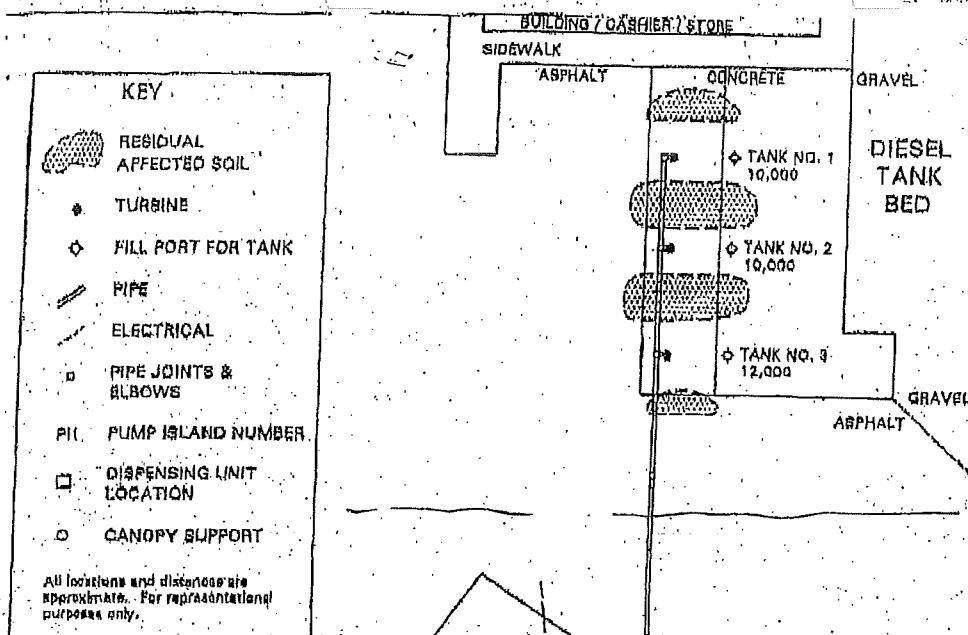
All locations and distances are approximate. For hypothetical purposes only.

NOTE: BORINGS AND SAMPLES HAVE BEEN PROJECTED ONTO THE CROSS SECTION. SEE INDEX MAP FOR LOCATIONS.




INDEX MAP

		FIGURE 2 LET NO. 0021612 LEPP CONSULTANTS, INC. Spokane, Washington Residual Affected Soil Cases Section - Diesel Pump Islands Allen's SIX Truck Stop 18724 East Okanogan Avenue, Bellingham, Washington DATE: January 2002 DRAWN: [Signature] SCALE: 1" = 10' Horizontal & Vertical CHECKED: [Signature] JR
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0 5 10 15 20 FT

	FIGURE	
	LCI NO. 0021612	
LEPPO CONSULTANTS, INC. Spokane, Washington		
Residual Affected Soil Areal Extent Allen's GTX Truck Stop 18724 E. Cataldo Ave., Greenacres, WA	DATE: January 2002	
	SCALE: 1" = 20' ft.	
	DRAWN: Jasper GeoGraphics	CHECKED: JEL