



200610050041  
Skagit County Auditor

10/5/2006 Page 1 of 6 10:10AM

Document Title:

Restrictive Covenant

Reference Number:

Grantor(s):

☐ additional grantor names on page \_\_\_\_

1. Frank, Gary Nasty Jacks
2. Frank, marlo Antiques

Grantee(s):

☐ additional grantee names on page \_\_\_\_

1. public

2.

Abbreviated legal description:

☐ full legal on page(s) \_\_\_\_

Lot 4 BL 3 Calhouns to LaConner

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page \_\_\_\_

P 74120

Gary and Marlo Frank  
P.O. Box 251  
103 East Morris  
La Connor, Washington 98257

#### RESTRICTIVE COVENANT

This declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f and g), and WAC 173-340-440 Name of Property Owner, its successors and assigns, and the Washington State Department of Ecology, its successors and assigns.

Legal Description: **Lot 4, Block 3, Excluding North 20' of lot.**

Tax Parcel I.D. #: **P74120**

#### RESTRICTIVE COVENANT GARY AND MARLO FRANK, AND NASTY JACKS ANTIQUES

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030 (1)(f) and (g) and WAC 173-340-440 by Gary and Marlo Frank, 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 on file at Ecology's Northwest Regional Office:

1. Parametrix 2006, *Voluntary Cleanup Program; Remedial Investigation/Feasibility Study Report and Draft Cleanup Action Plan Former Outdoor Wipe and Wash - Down Area*. Prepared for Nasty Jacks Antiques, La Conner, Washington., July 2006.



200610050041

Skagit County Auditor

2. Parametrix 2006, *Voluntary Cleanup Program; Cleanup Action Completion Report Former Outdoor Wipe and Wash –Down Area*. Prepared for Nasty Jacks Antiques, La Conner, Washington., September 2006.

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of lead which exceed the Model Toxics Control Act Method A Residential Cleanup Level for soil established under WAC 173-340.

The undersigned, Gary and Marlo Frank, are the fee simple owner of real property (hereafter "Property") in the County of Skagit, State of Washington, which is subject to this Restrictive Covenant. The Property is legally described in attachment A of this restrictive covenant and made a part thereof by reference.

Gary and Marlo Frank 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 contains lead contaminated soil located under an asphalt capped parking lot east of the store building. The Owner shall not alter, modify, or remove the asphalt cap 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 prior written approval from Ecology (see Section 6). 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 1 is specifically applicable to



200610050041  
Skagit County Auditor

maintaining the integrity of the cap, it should not be interpreted as precluding a future use (e.g. redevelopment or new construction) as long as future use activity complies with Section 6.

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



200610050041

Skagit County Auditor

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.

Gary Frank

Gary Frank

Marlo Frank

Marlo Frank

Date: 10/5/06

STATE OF WASHINGTON

COUNTY OF Skagit

I certify that I know or have satisfactory evidence that Gary Frank & Marlo Frank is the person who appeared before me, and said person acknowledged that that signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 10-5-06

[Signature]  
Notary Public  
My appointment expires 10-1-09

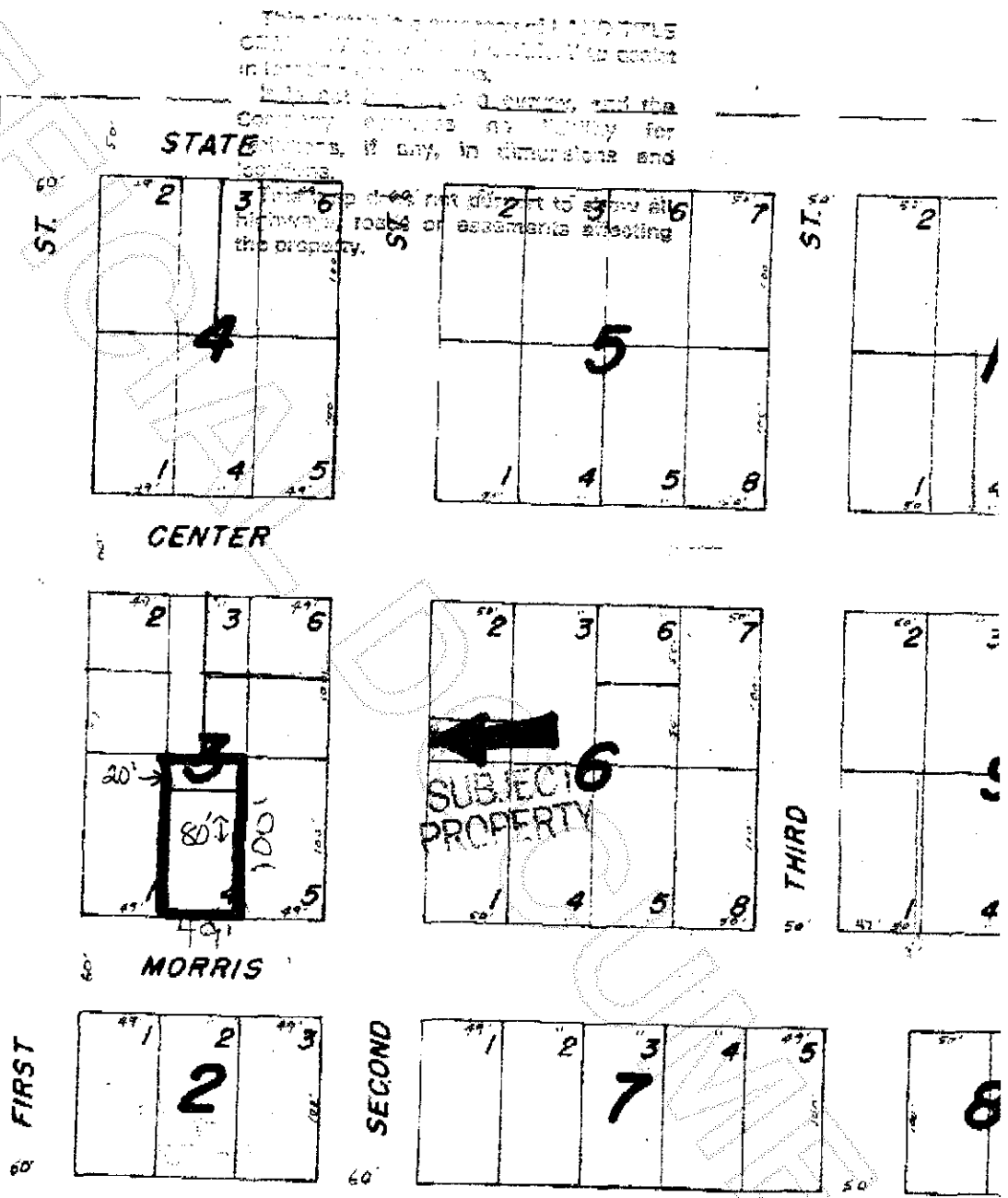
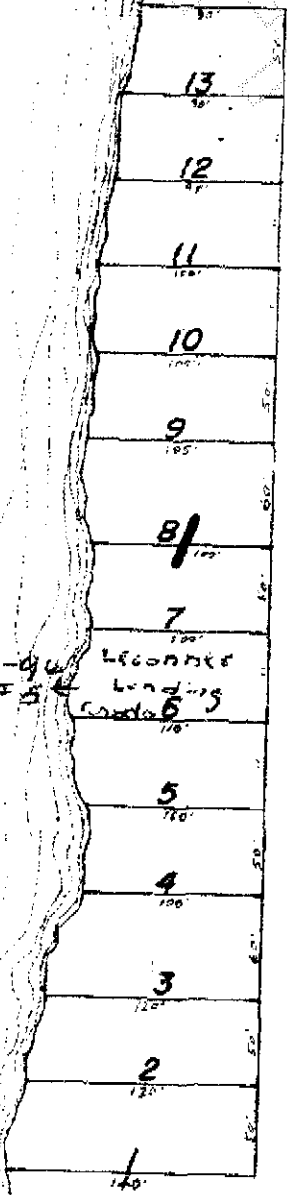


200610050041  
Skagit County Auditor

10/5/2006 Page 5 of 6 10:10AM

SLOUGH

9-24-04  
#54  
Leconte  
Landing  
Road



200610050041  
Skagit County Auditor