

Skip Moore, Auditor, Chelan County, WA. AFN # 2570433
Recorded 07/15/2022 at 04:35 PM
COVEN Pages: 9
Filing Instrument \$211.50
LAKE CHELAN HEALTH

After Recording Return
Original Signed Covenant to:
Mary Monahan
Toxics Cleanup Program
Department of Ecology
1250 West Alder Street
Union Gap, WA 98903-0009

Environmental Covenant

Grantor: Chelan County Hospital District No. 2
Grantee: State of Washington, Department of Ecology (hereafter "Ecology")
Brief Legal Description: Parcels 1 and 2, BLA 2019-20CH Section 18, Township 27N, Range 23 E.W.M.
Tax Parcel Nos.: 272318627013; 272318627014
Cross Reference: N/A

RECITALS

- a. This document is an environmental (restrictive) covenant (hereafter "Covenant") executed pursuant to the Model Toxics Control Act ("MTCA"), chapter 70.105D RCW, and Uniform Environmental Covenants Act ("UECA"), chapter 64.70 RCW.
- b. The Property that is the subject of this Covenant is part or all of a site commonly known as 106 S. Apple Street, Chelan, Washington. The Property is legally described in Exhibit A, and illustrated in Exhibit B, both of which are attached (hereafter "Property"). If there are differences between these two Exhibits, the legal description in Exhibit A shall prevail.
- c. The Property is the subject of remedial action conducted under MTCA. This Covenant is required because residual contamination remains on the Property after completion of remedial actions. Specifically, the following principal contaminants remain on the Property:

Medium	Principal Contaminants Present
Soil	Lead, arsenic
Groundwater	N/A
Surface Water/Sediment	N/A

- d. It is the purpose of this Covenant to restrict certain activities and uses of the Property to protect human health and the environment and the integrity of remedial actions conducted at the

site. Records describing the extent of residual contamination and remedial actions conducted are available through Ecology. This includes the following documents: See CVP attached.

e. This Covenant grants Ecology certain rights under UECA and as specified in this Covenant. As a Holder of this Covenant under UECA, Ecology has an interest in real property, however, this is not an ownership interest which equates to liability under MTCA or the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.* The rights of Ecology as an “agency” under UECA, other than its’ right as a holder, are not an interest in real property.

COVENANT

Chelan County Hospital District No. 2, a Washington municipal corporation, d/b/a Lake Chelan Community Hospital, as Grantor and fee simple owner of the Property hereby grants to the Washington State Department of Ecology, and its successors and assignees, the following covenants. Furthermore, it is the intent of the Grantor that such covenants shall supersede any prior interests the Chelan County Hospital District No. 2 has in the property and run with the land and be binding on all current and future owners of any portion of, or interest in, the Property.

Section 1. General Restrictions and Requirements.

The following general restrictions and requirements shall apply to the Property:

- a. **Interference with Remedial Action.** The Grantor shall not engage in any activity on the Property that may impact or interfere with the remedial action and any operation, maintenance, inspection or monitoring of that remedial action without prior written approval from Ecology.
- b. **Protection of Human Health and the Environment.** The Grantor shall not engage in any activity on the Property that may threaten continued protection of human health or the environment without prior written approval from Ecology. This includes, but is not limited to, any activity that results in the release of residual contamination that was contained as a part of the remedial action or that exacerbates or creates a new exposure to residual contamination remaining on the Property.
- c. **Continued Compliance Required.** Grantor shall not convey any interest in any portion of the Property without providing for the continued adequate and complete operation, maintenance and monitoring of remedial actions and continued compliance with this Covenant.
- d. **Leases.** Grantor shall restrict any lease for any portion of the Property to uses and activities consistent with this Covenant and notify all lessees of the restrictions on the use of the Property.
- e. **Preservation of Reference Monuments.** Grantor shall make a good faith effort to preserve any reference monuments and boundary markers used to define the areal extent of coverage of this Covenant. Should a monument or marker be damaged or destroyed, Grantor shall have it replaced by a licensed professional surveyor within 30 days of discovery of the damage or destruction.

Section 2. Specific Prohibitions and Requirements.

In addition to the general restrictions in Section 1 of this Covenant, the following additional specific restrictions and requirements shall apply to the Property:

The remedial action for the Property is based on containing contaminated soil under a cap consisting of buildings, pavement, sidewalks, and other protective barriers. The primary purpose of the cap is to minimize the potential for contact with contaminated soil, minimize leaching of contaminants to groundwater and surface water, prevent run-off from contacting contaminated soil, and minimize airborne contaminants. Any activity on the Property that will compromise the integrity of the cap including: Drilling, digging, piercing the cap with a sampling device, post, stake or similar device, grading, excavation, installation of underground utilities, removal of the cap, or application of loads in excess of the cap load bearing capacity, is prohibited without prior written approval by Ecology. The Grantor shall report to Ecology within forty-eight (48) hours of the discovery of any damage to the cap. Unless an alternative plan has been approved by Ecology in writing, the Grantor shall promptly repair the damage and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.

Section 3. Access.

- a. The Grantor shall maintain clear access to all remedial action components necessary to construct, operate, inspect, monitor and maintain the remedial action.
- b. The Grantor freely and voluntarily grants Ecology and its authorized representatives, upon reasonable notice, the right to enter the Property at reasonable times to evaluate the effectiveness of this Covenant and associated remedial actions, and enforce compliance with this Covenant and those actions, including the right to take samples, inspect any remedial actions conducted on the Property, and to inspect related records.
- c. No right of access or use by a third party to any portion of the Property is conveyed by this instrument.

Section 4. Notice Requirements.

- a. **Conveyance of Any Interest.** The Grantor, when conveying any interest in any part of the Property, including but not limited to title, easement, leases, and security or other interests, must:
 - i. Provide written notice to Ecology of the intended conveyance at least thirty (30) days in advance of the conveyance.
 - ii. Include in the conveying document a notice in substantially the following form, as well as a complete copy of this Covenant:

NOTICE: THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON _____, 2022 AND RECORDED WITH THE CHELAN COUNTY AUDITOR UNDER RECORDING NUMBER _____. USES AND ACTIVITIES ON THIS PROPERTY MUST COMPLY WITH THAT COVENANT, A COMPLETE COPY OF WHICH IS ATTACHED TO THIS DOCUMENT.

iii. Unless otherwise agreed to in writing by Ecology, provide Ecology with a complete copy of the executed document within thirty (30) days of the date of execution of such document.

b. **Reporting Violations.** Should the Grantor become aware of any violation of this Covenant, Grantor shall promptly report such violation in writing to Ecology.

c. **Emergencies.** For any emergency or significant change in site conditions due to Acts of Nature (for example, flood or fire) resulting in a violation of this Covenant, the Grantor is authorized to respond to such an event in accordance with state and federal law. The Grantor must notify Ecology in writing of the event and response actions planned or taken as soon as practical but no later than within 24 hours of the discovery of the event.

d. **Notification procedure.** Any required written notice, approval, reporting or other communication shall be personally delivered or sent by first class mail to the following persons. Any change in this contact information shall be submitted in writing to all parties to this Covenant. Upon mutual agreement of the parties to this Covenant, an alternative to personal delivery or first class mail, such as e-mail or other electronic means, may be used for these communications.

Chelan County Hospital District No. 2 Aaron Edwards, CEO, 503 East Highland Ave, Chelan, WA 98816, 509-682-3300 email: aedwards@lcch.net	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 Olympia, WA 98504 – 7600 (360) 407-6000 ToxicsCleanupProgramHQ@ecy.wa.gov
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Section 5. Modification or Termination.

a. Grantor must provide written notice and obtain approval from Ecology at least sixty (60) days in advance of any proposed activity or use of the Property in a manner that is inconsistent with this Covenant. For any proposal that is inconsistent with this Covenant and permanently modifies an activity or use restriction at the site:

i. Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal; and

ii. If Ecology approves of the proposal, the Covenant must be amended to reflect the change before the activity or use can proceed.

b. If the conditions at the site requiring a Covenant have changed or no longer exist, then the Grantor may submit a request to Ecology that this Covenant be amended or terminated. Any amendment or termination of this Covenant must follow the procedures in MTCA and UECA and any rules promulgated under these chapters.

Section 6. Enforcement and Construction.

- a. This Covenant is being freely and voluntarily granted by the Grantor.
- b. Within ten (10) days of execution of this Covenant, Grantor shall provide Ecology with an original signed Covenant and proof of recording and a copy of the Covenant and proof of recording to others required by RCW 64.70.070.
- c. Ecology shall be entitled to enforce the terms of this Covenant by resort to specific performance or legal process. All remedies available in this Covenant shall be in addition to any and all remedies at law or in equity, including MTCA and UECA. Enforcement of the terms of this Covenant shall be at the discretion of Ecology, and any forbearance, delay or omission to exercise its rights under this Covenant in the event of a breach of any term of this Covenant is not a waiver by Ecology of that term or of any subsequent breach of that term, or any other term in this Covenant, or of any rights of Ecology under this Covenant.
- d. The Grantor shall be responsible for all costs associated with implementation of this Covenant. Furthermore, the Grantor, upon reasonable request by Ecology, shall be obligated to pay for Ecology's reasonable costs to process a request for any modification or termination of this Covenant and any approval required by this Covenant.
- e. This Covenant shall be liberally construed to meet the intent of MTCA and UECA.
- f. The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though such void provision had not been contained herein.
- g. A heading used at the beginning of any section or paragraph or exhibit of this Covenant may be used to aid in the interpretation of that section or paragraph or exhibit but does not override the specific requirements in that section or paragraph.

The undersigned Grantor warrants it holds the title to the property and has authority to execute this Covenant.

EXECUTED this 29 day of June, 2022.

CHELAN COUNTY HOSPITAL DISTRICT NO. 2

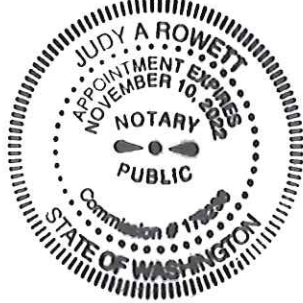
By _____


AARON EDWARDS, CEO

CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON
COUNTY OF CHELAN

On this 29 day of June, 2022, I certify that Aaron Edwards personally appeared before me, acknowledged that he is the CEO of Chelan County Hospital District No. 2, the corporation that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument for said corporation.



Judy A. Rowett

Notary Public in and for the State of Washington
Residing at Chelan
My appointment expires 11/10/2022

The Department of Ecology, hereby accepts the status as GRANTEE and HOLDER of the above Environmental Covenant.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

By _____

Title: _____

Dated: _____

Exhibit A

LEGAL DESCRIPTION

Lot 22, Lake Chelan Community Hospital Binding Site Plan (City of Chelan BSP 2009-001), recorded October 14, 2009, in Book SP-23 of Short Plats, page 23.

Except that portion of said Lot 22, more particularly described as follows:

Beginning at the most easterly corner of said Lot 22, said corner being common with Lot 21 of said Binding Site Plan;

Thence South 47°40'18" West along the common line of Lots 21 and 22, a distance of 538.80 feet;

Thence North 41°09'08" West a distance of 42.76 feet to the southwest corner of said Lot 22;

Thence North 06°29'30" East along the westerly line thereof a distance of 45.14 feet;

Thence North 51°03'53" East, a distance of 507.20 feet to the easterly line of said Lot 22;

Thence South 39°09'08" East, a distance of 42.52 feet to the Point of Beginning.

Lots 20 and 21, Lake Chelan Community Hospital Binding Site Plan (City of Chelan BSP 2009-001), recorded October 14, 2009, in Book SP-23 of Short Plats, page 23.

Together with that portion of Lot 22, Lake Chelan Community Hospital Binding Site Plan (City of Chelan BSP 2009-001), recorded October 14, 2009, in Book SP-23 of Short Plats, page 23, more particularly described as follows:

Beginning at the most easterly corner of said Lot 22, said corner being common with Lot 21 of said Binding Site Plan;

Thence South 47°40'18" West along the common line of Lots 21 and 22, a distance of 538.80 feet;

Thence North 41°09'08" West, a distance of 42.76 feet to the southwest corner of said Lot 22;

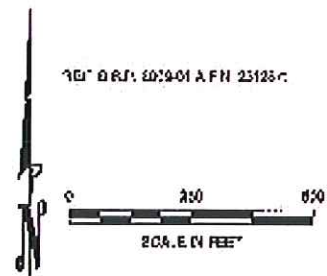
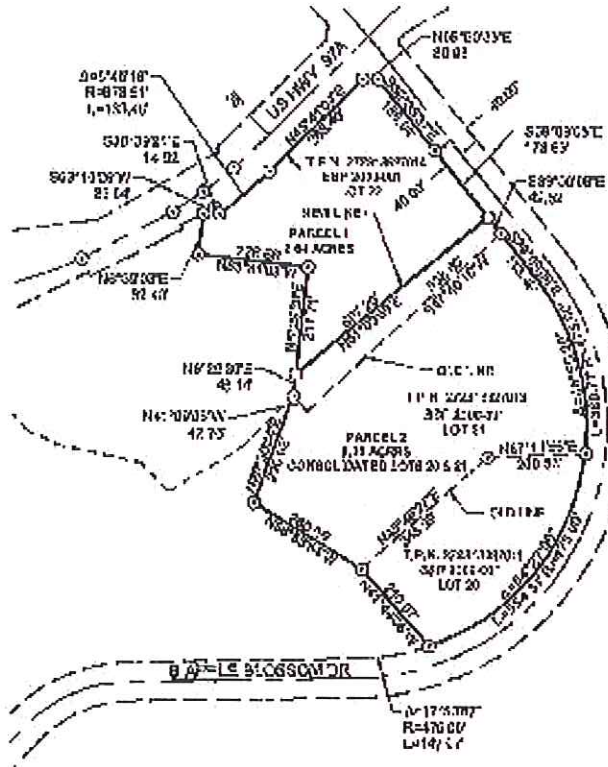
Thence North 06°29'30" East along the westerly line thereof a distance of 45.14 feet;

Thence North 51°03'53" East, a distance of 507.20 feet to the easterly line of said Lot 22;

Thence South 39°09'08" East, a distance of 42.52 feet to the Point of Beginning.

**BOUNDARY LINE ADJUSTMENT EXHIBIT MAP FOR:
LAKE CHELAN COMMUNITY HOSPITAL**

A PORTION OF THE NW 1/4 NE 1/4 AND THE SW 1/4 NE 1/4
SECTION 18, TOWNSHIP 27N., RANGE 23 E., W4N.



APPROVED - CITY OF CHELAN
BOUNDARY LINE ADJUSTMENT NO. 2016-20
CH

HEARDY APPROVED BY
AND FOR THE CITY OF CHELAN,
CHELAN COUNTY, WASHINGTON

[Signature]
ADMINISTRATOR

1-13-2016
DATE

DRAWN BY: J. L. D. O'NEILL



Erlandsen
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11200 1st Ave SE, Everett, WA 98203
TEL: (425) 335-4444

SHEET 1 of 1

<http://www.erlandsen.com>

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105 N. BROADWAY ST.
CHELAN, WA 98818
PH (509) 824-4132
TOLL FREE (800) 333-2312

DRAWN BY: JLO
DATE: 12/16/2015
SCALE: 1"=200'

LAYOUT: BARRIE
FILE NO: 2015-34220000111002
JOB NO: 201502421001

