

## Restrictive Environmental Covenant

After Recording Return to:

Jeff Newschwander  
Department of Ecology  
15 West Yakima Avenue, Suite 200  
Yakima, Washington 98902

Grantor: Brewster School District  
Grantee: State of Washington, Department of Ecology  
Legal: TAX 106 PT SE SW  
Tax Parcel Nos.: 3024140106  
Cross Reference: Addition to existing covenant # 3080156

Grantor, Brewster School District, hereby binds Grantor, its successors and assigns to the land use restrictions identified herein and grants such other rights under this environmental covenant (hereafter "Covenant") made this 5th day of November, 2007, in favor of the State of Washington Department of Ecology (Ecology). Ecology shall have full right of enforcement of the rights conveyed under this Covenant pursuant to the Model Toxics Control Act, RCW 70.105D.030(1)(g), and the Uniform Environmental Covenants Act, 2007 Wash. Laws ch. 104, sec. 12.

This Declaration of Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Brewster School District its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology").

A remedial action (hereafter "Remedial Action") occurred at the property that is the subject of this Covenant. The Remedial Action conducted at the property is described in the following document[s]:

1. Interim Action Report- Brewster School Softball Field, Washington State Department of Ecology, September 12, 2007

This document is available on file at Ecology's Central Region Office in Yakima, Washington.



This Covenant is required because the Remedial Action resulted in residual concentrations of lead and arsenic which exceed the Model Toxics Control Act Method A Cleanup Level(s) for soil established under WAC 173-340-440.

The undersigned, Brewster School District is the fee owner of real property (hereafter "Property") in the County of Okanogan, State of Washington, that is subject to this Covenant. The Property is legally described as follows: TAX 106 PT SE SW. Brewster School District 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").

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: significant drilling, digging, placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capability, bulldozing or earthwork. This restriction does not include minor maintenance activities including: repairing or replacing sprinkler heads, re-seeding or re-sodding portions of the fields, or minor repairs to the sprinkler system plumbing.

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. 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.

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

The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Covenant. Ecology may approve any inconsistent use only after public notice and comment.

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, to determine compliance with this Covenant, and to inspect records that are related to the Remedial Action.

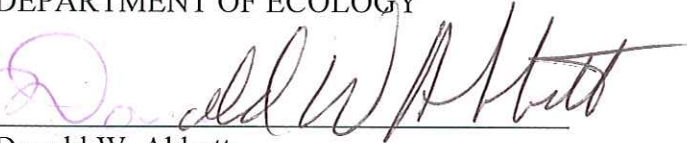
The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument may be recorded only if Ecology, after public notice and opportunity for comment, concurs.

Brewster School District

  
\_\_\_\_\_  
[Name of Signatory]  
[Title]

Dated: 12/18/07

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

  
\_\_\_\_\_  
Donald W. Abbott

Section Manager  
Toxics Cleanup Program  
Central Regional Office

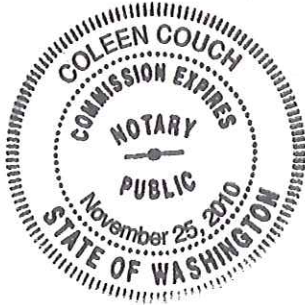
Dated: Feb 05 2008





STATE OF WA  
COUNTY OF Okanogan

On this 18<sup>th</sup> day of December, 2007, I certify that Aaron Chavez  
personally appeared before me, acknowledged that he/she signed this instrument, on oath stated  
that he/she was authorized to execute this instrument, and acknowledged it as the  
Superintendent [type of authority] of Brewster School District [name of  
party being represented] to be the free and voluntary act and deed of such party for the uses and  
purposes mentioned in the instrument.



Coleen Couch  
Notary Public in and for the State of  
Washington, residing at Omak.  
My appointment expires 11-25-10.