



Restrictive Environmental Covenant

After Recording Return to:

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

Grantor: Omak School District
Grantee: State of Washington, Department of Ecology
Legal: TAX 166 PT SE SE NE, S1/2 NE SE NE L/RD~
Tax Parcel Nos.: 3426260166

Grantor, Omak 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 Omak 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-North Omak Elementary, Washington State Department of Ecology, October 2007.

This document is 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, Omak 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 PARCEL 166 PT SE SE NE, S1/2 NE SE NE L/RD. Omak 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) 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.

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.

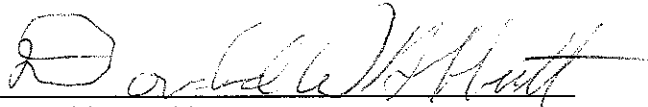
OMAK SCHOOL DISTRICT



Robert Risinger
Superintendent
Omak School District

Dated: 1/17/08

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY



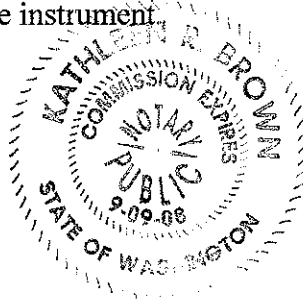
Donald W. Abbott
Section Manager
Toxics Cleanup Program
Central Regional Office

Dated: 1/12/08



STATE OF Washington
COUNTY OF Okanogan

On this 17th day of January, 2008, I certify that Robert Risinger 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 Omak 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.



Kathleen R. Brown
Notary Public in and for the State of
Washington, residing at Omak
My appointment expires 9/09/08