



Environmental Covenant

After Recording Return to:
Norman Hepner, P.E.
Department of Ecology
Toxics Cleanup Program – Central Regional Office
15 West Yakima Avenue, Suite 200
Yakima, WA 98902

Skip Moore, Auditor, Chelan County, WA.
AFN # 2378219
Recorded 12:00 PM 03/11/2013
COVEN Page: 1 of 5 \$76.00 BNSF
RAILWAY

Grantor: BNSF Railway Company

Grantee: State of Washington, Department of Ecology

Legal: Property NE of US Hwy 2 and Chumstick Hwy Interchange, Leavenworth, Chelan County, WA

Tax Geographic Identifiers: 241701430700 and 24170430025

Grantor, BNSF Railway Company, 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 26th day of November, 2012 in favour 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 WAC 173-340-440, 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 BNSF Railway Company, 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 by Section 5.1 of the report; *Revised Cleanup Action Plan, Glacier Park East Site, Leavenworth Washington for The Burlington Northern and Santa Fe Railway Company and Chevron Products Company (GeoEngineers, Inc., 24 May 2002)*. This document is on file at Ecology's Eastern Regional office.

This Covenant is required because residual concentrations of Diesel and Gasoline-Range Hydrocarbons and Benzene exceeding Model Toxics Control Act Method A Cleanup Levels for Soil established under WAC 173-340-740 remain at the Property following the Remedial Action.

The undersigned, BNSF Railway Company, is the owner of real Property (hereafter "Property") in the County of Chelan, State of Washington that is subject to this Covenant. The Property is legally described as follows: THAT PORTION of Block 4, Plat of Second Addition to Leavenworth and the abandoned right-of-way of Burlington Northern (formerly Great Northern Railway Company) lying in Section 1, Township 24 North, Range 17 East of the Willamette Meridian, Chelan County, Washington described as follows: COMMENCING at the most Easterly corner of said Block 4 as shown on that survey recorded under Auditor File No. 2122482, records of said county, from which the most Northerly corner bears North 38°02'41" West 140.00 feet; thence South 63°39'11" West 152.48 feet to the TRUE POINT OF BEGINNING of this described portion; thence North 52°34'42" East 115.91 feet; thence North 38°02'41" West 130.00 feet; thence South 51°57'19" West 83.16 feet; thence North 89°08'26" West 33.74 feet; thence South 12°11'47" West 4.85 feet to the back of the sidewalk along the Chumstick Highway; thence Southeasterly along said back of sidewalk to a point that bears South 18°24'47" West 32.84 feet from the point of beginning; thence North 18°24'47" East 32.84 feet to the POINT OF BEGINNING.

BNSF Railway Company 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. 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 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 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 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, to determine compliance with this Covenant, and to inspect records that are related to the Remedial Action. Ecology shall supply the Owner with 24 hours advanced notice prior to the need to access the Property allowing time for the Owner to arrange appropriate escort and ensure that site health and safety procedures are arranged and conducted.

Section 8. 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.

Section 9. Neither Ecology nor the Owner intend to include any third party beneficiaries with enforcement rights under this Covenant.

Section 10. By signing this Covenant, the Owner does not intend to affect the scope of existing preemption under the Interstate Commerce Commission Termination Act, 49 U.S.C. § 100501.

BNSF Railway Company

Kurt Geringer

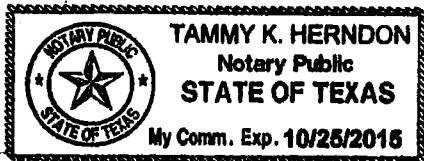
Kurt Geringer

Corporate Real Estate Department

Dated: 1/17/13

STATE OF ~~WASHINGTON~~ Texas
COUNTY OF ~~CHELAN~~ Tarrant

On this 22nd day of January, 2013 I certify that Kurt Geringer personally appeared before me, acknowledged that he/she is the General Dir. Real Estate of 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/she was authorized to execute said instrument for said corporation.



Tammy K. Herndon
Notary Public in and for the State of TX
~~Washington~~, residing at Ft. Worth.
My appointment expires _____.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Valerie Bound

Valerie Bound, Section Manager

CRO-Toxics Cleanup Program

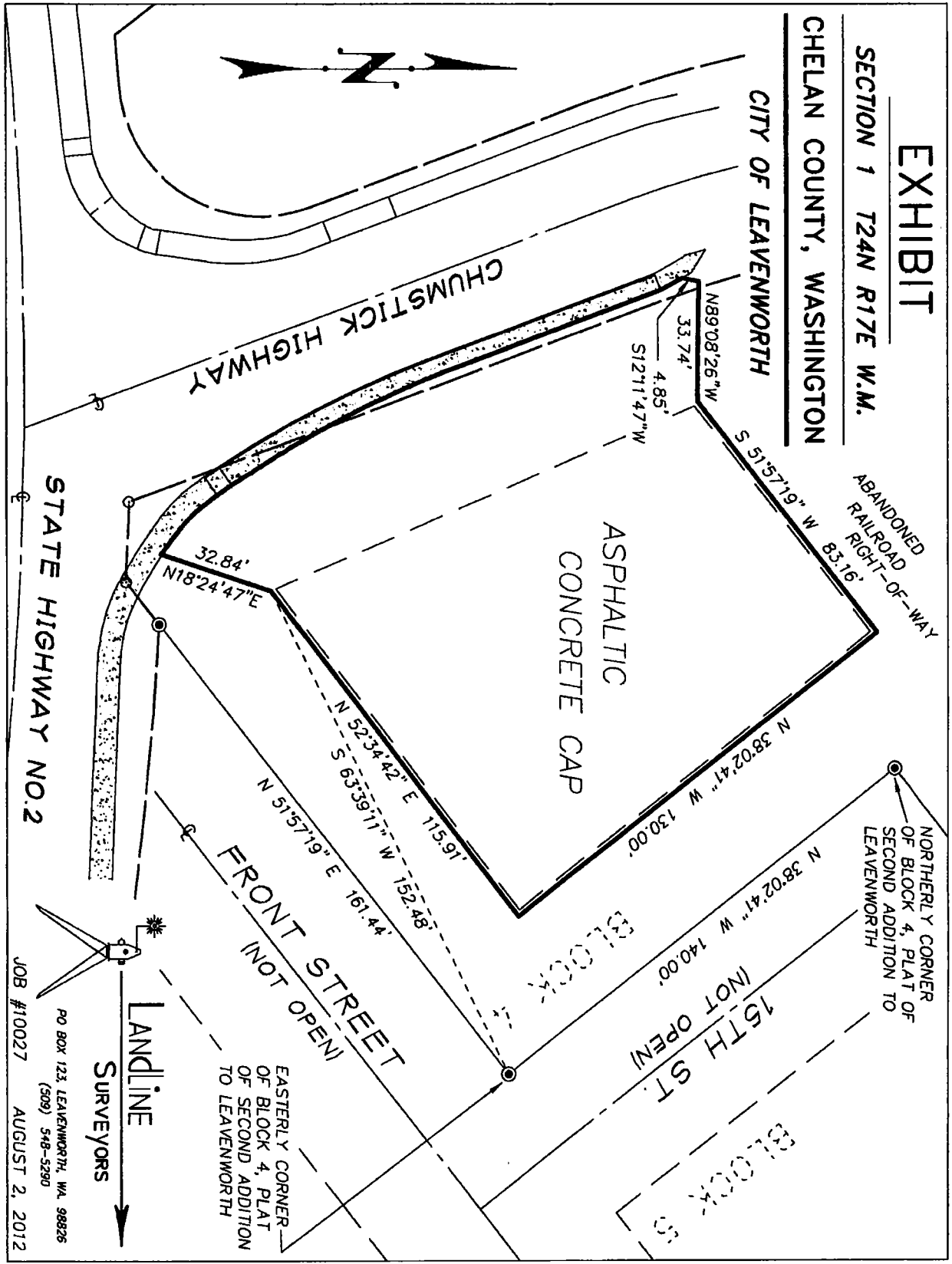
Dated: 1-24-13

EXHIBIT

SECTION 1 T24N R17E W.M.

CHELAN COUNTY, WASHINGTON

CITY OF LEAVENWORTH



PO BOX 123 LEAVENWORTH, WA 98826
(509) 548-5290
JOB #10027 AUGUST 2, 2012