



After Recording Return to:
Jeff Newschwander
Department of Ecology
15 West Yakima Avenue, Suite 200
Yakima, WA 98902

Environmental Covenant

Grantor: Brewster School District

Grantee: State of Washington, Department of Ecology

Legal: See legal descriptions as Exhibit A

Tax Parcel Nos.: 3024140106, 3024142005, 3024143005

Cross Reference: Document #3080156 (superseded), Document #3129291 (superseded)

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 day of April 24, 2013 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 the Brewster School District, its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology").

This Environmental Covenant supersedes and replaces the existing Restrictive Covenants, which are recorded with Okanogan County as document #3080156 an document #3129291.

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 documents:



- Interim Action Report- Brewster School Softball Field, Washington State Department of Ecology, September 12, 2007.
- Soccer Field, Cleanup Action Report, Brewster School District, August 1, 2004.

These documents are on file at Ecology's Central Regional Office.

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 Levels for Soil established under WAC 173-340-740. The areas containing lead and arsenic contaminated soil were capped beneath geotextile fabric and clean soil. These areas specifically include: the entirety of the softball field located adjacent to the High School, the entirety of the soccer field and adjacent parking lot, and the entirety of the fenced early-elementary play yard on the east side of the elementary school. The limits of the capped areas are shown on the map included as Exhibit A of this covenant and made a part hereof by reference.

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 in Exhibit B of this covenant and made a part hereof by reference.

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").

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. 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.



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.

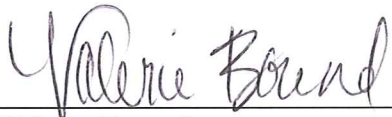
Section 8. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument may be recorded only if Ecology, after public notice and opportunity for comment, concurs.



BREWSTER SCHOOL DISTRICT (Grantor)


Eric Driessen
Superintendent
Brewster School District
Dated: 4/12/13

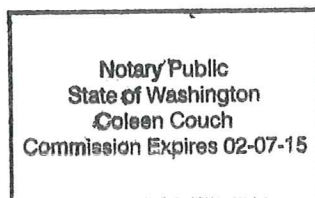
STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY (Grantee)


Valerie Bound
Section Manager- Toxics Cleanup Program
Washington State Department of Ecology – Central Region
Dated: 4-12-13

GRANTOR NOTARIZATION

STATE OF Washington
COUNTY OF Okanogan

On this 12th day of April, 2012, I certify that Eric Driessen personally appeared before me, and acknowledged that he/she is the individual described herein and who executed the within and foregoing instrument and signed the same at his/her free and voluntary act and deed for the uses and purposes therein mentioned.





Notary Public in and for the State of
Washington, residing at Omak.
My appointment expires 2-17-15.




Exhibit A
Site Map

Brewster Schools Property With Capped Orchard Soils



Legend

 Capped Areas

0 230 460 920 Feet





Exhibit B
Legal Descriptions

'Softball Field' legal description:

That portion of a certain parcel of land described in a Real Estate Contract in favor of Brewster School District #111 recorded July 26, 1977 as Auditor's File No. 635975, records of the Auditor of Okanogan County, Washington, lying Southerly of the South line of that certain parcel of land described in a Statutory Warranty Deed in favor of Brewster School District #111 recorded July 26, 1977 as Auditor's File No. 635976, records of the Auditor of Okanogan County, Washington TOGETHER WITH a portion of the Southeast Quarter of the Southwest Quarter of Section 14, Township 30 North, Range 24 East of the Willamette Meridian, being more particularly described as follows:

COMMENCING at a 3" brass cap in concrete stamped "WELLS HYDRO PROJECT, PUD NO. 1 DOUGLAS CO" on the Easterly line of the Southwest quarter of said Section 14 at the most Northerly corner of a parcel of land described in a Correction Deed in favor of the Town of Brewster, recorded April 1, 1988 as Auditor's File No. 747958, records of the Auditor of Okanogan County, Washington. Said brass cap bears South 00' 54' 04" East along the East line of said Southwest quarter a distance of 2044.42 feet from the center quarter of said Section 14, being an iron pipe as shown on a Record of Survey recorded September 11, 2009 in Book 'S' of Surveys, at pages 215 through 218 thereof, said records of the Auditor of Okanogan County;

Thence North 00' 54' 04" West along the East line of said Southwest quarter a distance of 166.21 feet to the Southeasterly corner of that certain parcel of land described in said Real Estate Contract;

Thence South 53' 33' 07" West along the Southerly line of that parcel of land described in said Real Estate Contract a distance of 72.32 feet to the POINT OF BEGINNING;

Thence continuing along the Southerly line of that parcel of land described in said Real Estate Contract South 53' 33' 07" West, a distance of 253.45 feet;

Thence North 72' 19' 27" East, a distance of 91.38 feet;

Thence North 53' 31' 39" East, a distance of 83.14 feet;

Thence North 34' 14' 00" East, a distance of 88.78 feet to the POINT OF BEGINNING.



'Elementary School Playfield' legal description:

A portion of the East 300 feet of that parcel as described below:

The North Half of the Northwest Quarter of the Southwest Quarter of the Southeast Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$) and the Northwest Quarter of the Northeast Quarter of the Southwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Fourteen (14), Township Thirty (30) North, Range Twenty Four (24) E. W. M.