



Restrictive Environmental Covenant

FSID# 9997635
NO SIC#

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

Grantor: Orondo School District
Grantee: State of Washington, Department of Ecology
Legal: TAX 9 LYING W OF HWY 97 ORONDO 1ST & 2ND; TAX 22 LYING W OF
HWY ORONDO 1ST & 2ND.
Tax Parcel Nos.: 75702000000; 75701900001

Grantor, Orondo 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 18th day of March, 2008 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 Orondo 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-Orondo Elementary School, Washington State Department of Ecology, September 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 173-340-900.

The undersigned Orondo School District, is the fee owner of real property (hereafter "Property") in the County of Douglas, State of Washington, that is subject to this Covenant. The Property is legally described as follows: TAX 9 LYING W OF HWY; ORONDO; TAX 22 LYING W OF HWY ORONDO 1ST & 2ND. Orondo 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.

The items listed below are excepted activities that the School District may conduct on the Property. New construction, and any of the other activities listed below that will expose substantial amounts of contaminated soils require written notification be given to Ecology. A response or approval from Ecology is not required.

1. Field maintenance and repair, installation, maintenance, repair or replacement of major sprinkler system parts or plumbing;
2. Repair, replacement, maintenance, or installation of plumbing or septic system components;
3. New construction, provided all reasonable steps are taken to minimize any release or exposure to the environment of contaminated soils, and all state laws and regulations are followed;

Upon completion of the activities listed above, any portion of the Property affected by such construction activity lying outside of the footprint of any impermeable surface shall have the fabric barrier repaired, a layer of clean topsoil at least as thick as was installed during the Remedial Action shall be placed over the repaired fabric barrier, and the area shall be re-sodded or replanted with vegetation.

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.

Orondo School District

Millie Watkins
Superintendent

Dated: 6/23/2008

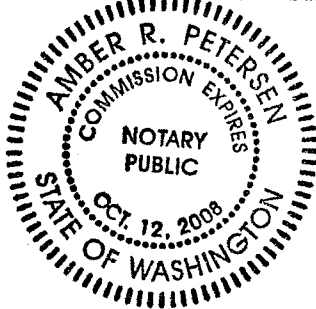
STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Donald Abbott
Section Manager – Toxics Cleanup Program

Dated: 7-2-08

STATE OF Washington
COUNTY OF Douglas

On this 23rd day of June, 2008, I certify that Micelle
Watkins 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 Orondo SD [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.



Amber Petersen
Notary Public in and for the State of
Washington, residing at Orondo.
My appointment expires 10.12.08.



JEFF NEWSCHWANDER

CO

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Douglas County

Exhibit A
Legal Description

