



**RETURN NAME & ADDRESS**

X BRAD WAYLAND  
CENTRAL VALLEY SCHOOL DISTRICT  
19307 E. CATALDO  
SPOKANE VALLEY, WA 99016

Please Type or Print Neatly & Clearly All Information

X **Document Title(s)**

ENVIRONMENTAL COVENANT

**Reference Number(s) of Related Documents**

X **Grantor(s) (Last Name, First & Middle Initial)**

CENTRAL VALLEY SCHOOL DISTRICT

X **Grantee(s) (Last Name, First & Middle Initial)**

STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

X **Legal Description (Abbreviated form is acceptable) i.e. Section/Township/Range/1/4 Section**

VERA EXC. N10FT & EXC WEST B50

VERA N 44S.3' OF E 1/2 EXC E35' & N 44S.3' OF E  
1/5 OF W 1/2 OF N 1/4 OF W 4/5 OF W 1/2 OF BLK 55

X **Assessor's Tax Parcel ID Number:** 45144.0317 & 45144.1031

The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the Accuracy or completeness of the indexing information provided herein.

**Sign below only if your document is Non-Standard.**

I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some parts of the text of the original document. Fee for non-standard processing is \$50.

\_\_\_\_\_  
Signature of Requesting Party

### **Environmental Covenant**

**Grantor:** Central Valley School District

**Grantee:** State of Washington, Department of Ecology

**Legal:** 9.27 acres located south of Broadway Avenue and east of Progress Road

**Tax Parcel Nos.:** 45144.0317 and 45144.1031

Grantor, Central Valley 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 25<sup>th</sup> day of January, 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 Central Valley 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]:

Interim Remedial Action Work Plan, May 2007.

These documents are on file at Ecology's Eastern 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 Level(s) for soil established under WAC 173-340-740.

The undersigned, Central Valley School District, is the fee owner of real property (hereafter "Property") in the County of Spokane, State of Washington, that is subject to this Covenant. The Property is legally described in attachment A of this covenant and made part hereof by reference.

Central Valley 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, 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.

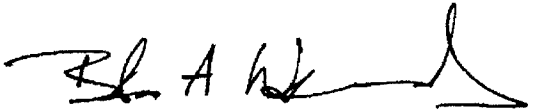
Section 5. The Owner must restrict leases to uses and activities consistent with the Covenant and notify all lessees of the restrictions on the use of the Property.

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.

Central Valley School District

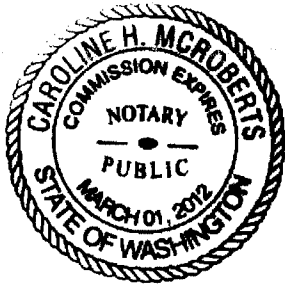
A handwritten signature in black ink, appearing to read 'B. A. Wayland', is written over a horizontal line.

Bradley A. Wayland  
Director, Facilities and Operations

Dated: July 30, 2008

STATE OF Washington  
COUNTY OF Spokane

On this 30<sup>th</sup> day of July, 2008, I certify that Bradley A. Wayland personally appeared before me, acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument, and acknowledged it as the Director, Facilities and Operations of Central Valley School District to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.



Caroline H. McRoberts  
Notary Public in and for the State of  
Washington, residing at Spokane County  
My appointment expires March 1, 2012.

Exhibit A  
Legal Description for Progress Elementary

Parcel Number	Legal Description
45144.0317	VERA EXC N10FT & EXC W5FT B50
45144.1031	VERA N445.3' of E $\frac{1}{2}$ EXC E35' & N445.3' of E $\frac{1}{5}$ of W $\frac{1}{2}$ of N $\frac{1}{4}$ of W $\frac{4}{5}$ of W $\frac{1}{2}$ of BLK 55