

Environmental Covenant

Grantor: Wenatchee School District – Orchard Middle School
Grantee: State of Washington, Department of Ecology
Legal: Those portions as recorded in Book 501 at Page 100, under Auditor's file number 469909 and Book 501 at Page 98 under Auditor's file number 469908, records of Chelan County, Washington. All situated in portions of Section 4, Township 22 North, Range 20 E.W.M., Chelan County, Washington.
Tax Parcel No.: 222004411050, 222004411250, and 222004411300
Cross Reference: 1024 Orchard Avenue

Grantor, Wenatchee 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 24th day of February, 2010 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 Wenatchee 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]:

Orchard Middle School Interim Action Report, November 20, 2009. These documents are on file at Ecology's Central Regional Office located 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, Wenatchee School District, is the fee 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: Those portions as recorded in Book 501 at Page 100, under Auditor's file number 469909 and Book 501 at Page 98 under Auditor's file number 469908, records of Chelan County, Washington. All situated in portions of Section 4, Township 22 North, Range 20 E.W.M., Chelan County, Washington.

Skip Moore, Auditor, Chelan County, WA.
AFN # 2319623
Recorded 09:26 AM 02/24/2010
COVEN Page: 1 of 3 \$64.00 DEPARTMENT
OF ECOLOGY

Wenatchee 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 significant 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.

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.

WENATCHEE SCHOOL DISTRICT

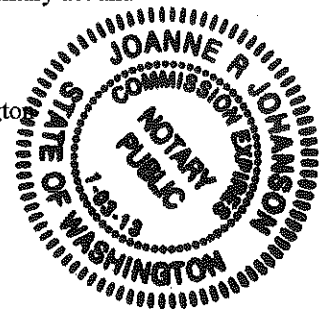
Les Vandervort
Les Vandervort
CFO

Dated: 2-24-10

STATE OF Washington
COUNTY OF Chelan

On this 23rd day of February, 2010, I certify that Les Vandervort 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 Chief Financial Officer of Wenatchee School District to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Joanne R Johnson
Notary Public in and for the State of Washington
Residing at Wenatchee, WA.
My appointment expires 1/03/2013.



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Valerie Bound
Valeria Bound
Section Manager, Toxics Cleanup Program

Dated: 2-17-2010

STATE OF WA
COUNTY OF Yakima

On this 17 day of February, 2010 I certify that Valerie Bound personally appeared before me, acknowledged that she signed this instrument, on oath stated that she was authorized to execute this instrument, and acknowledged it as the Signatory of Ecology to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Cynthia Huwe
Notary Public in and for the State of
Washington, residing at Yakima
My appointment expires 4/26/13

