

After Recording Return to:
Laura Klasner
Department of Ecology
Central Regional Office
15 W. Yakima Avenue, Suite 200
Yakima, WA 98902

Environmental Covenant

Grantor: Chelan School District No. 129

Grantee: State of Washington, Department of Ecology

Legal: A portion of Section 18, Township 27 North, Range 23, E.W.M, Chelan County, Washington.

Tax Parcel Nos.: 272318627022, 272318627027, 272318627020

Grantor, Chelan School District No. 129, 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, the May 21st 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 Chelan School District No. 129, 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:

Final Cleanup Report dated June 18, 2012.

This document is 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 Level(s) for soil established under WAC 173-340-700.

The undersigned, Chelan School District No. 129, 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 in Attachment A of this covenant and made a part hereof by reference.

Chelan School District No. 129 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. Because soil remains on the property that contains hazardous substances above cleanup levels and is contained under a clean soil cap, 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. Maintenance and repairs under the clean soil cap are allowable provided they are conducted in accordance with the approved plan of operations and all contaminated soils are returned to below the fabric demarcation layer and/or properly disposed. A property diagram indicating location of contaminated soil is included in Attachment B of this covenant and made a part hereof by reference.

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.

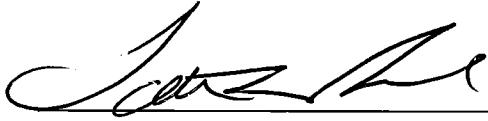
Section 5. The Owner must restrict leases to uses and activities consistent with the Covenant and notify all lessees of the restrictions on the use of the Property.

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.

Chelan School District No. 129



Scott Renick

**State of Washington
Department of Ecology**



Valerie Bound

Business Manager

[Title]

Dated: November 15, 2012

TCP Section Manager, CRO

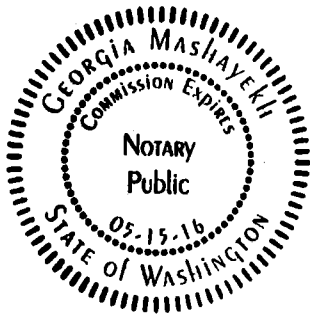
[Title]

Dated: 3-5-14

[REPRESENTATIVE ACKNOWLEDGEMENT]

STATE OF WASHINGTON
COUNTY OF CHELAN

On this 15th day of NOVEMBER, 2012, I certify that SCOTT RENICK
_____ 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
REPRESENTATIVE [type of authority] of LAKE CHELAN SCHOOL DISTRICT [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.



Georgia Mashayekhi
Notary Public in and for the State of
Washington, residing at CHELAN, WA.
My appointment expires 5-15-16.

Exhibit A
Legal Description

A portion of Section 18, Township 27 North, Range 23, E.W.M., Chelan County, Washington, described as follows:

Tracts 1, 2, 3 and 4 of the Plat of Isenhardt Orchard Tracts as recorded in Volume 4 of Plats, pages 72 and 73 and the adjacent rights of way of the Chelan Station Road (now known as State Highway SR-150) and the Chelan-Okanogan Road (now known as State Highway SR-97 A).

The above-described lands are more particularly described as follows:

The Northeast quarter of the Northeast quarter, the Northwest quarter of the Northeast quarter, the Southeast quarter of the Northeast quarter, the Northeast quarter of the Southeast quarter all in said Section 18. TOGETHER WITH that portion of the Southwest quarter of the Northeast quarter and the Northwest quarter of the Southeast quarter of said Section 18, lying northeasterly of the following described line:

Commencing at a steel rod at the center of said Section 18; thence North $01^{\circ}36'3''$ West along the West line of said Southwest quarter of the Northeast quarter for a distance of 597.28 feet more or less, to a point on the southwesterly limit of the right of way of State Highway SR-150 as shown on the plans of the Washington State Department of Transportation title "SR-150 Spur, MP 24.27 to MP 25.29 County Road 325 to SR-97 Sheet 3 of 3 dated Jan. 23, 1987, which point is the True Point of Beginning for this line; thence following said right of way on the following courses: South $47^{\circ}14'29''$ East for 1,611.6 feet more or less to the beginning of a curve to the right, the center of which lies South $42^{\circ}45'31''$ West a distance of 310 feet; thence following the arc of said curve for 249.87 feet, through a central angle of $46^{\circ}10'55''$; thence South $01^{\circ}03'34''$ East for 376.9 feet to the beginning of a curve to the left, the center of which lies North $88^{\circ}56'26''$ East a distance of 435 feet; thence following the arc of said curve for 136.71 feet, through a central angle of $08^{\circ}00'48''$ thence South $12^{\circ}11'30''$ East for 55.20 feet, more or less, to a point where said right of way intersects the South boundary of the Northwest quarter of the Southeast quarter of said Section 18 and the terminus of this line.

TOGETHER WITH that portion of the Southeast quarter of the Northwest quarter of said Section 18 bounded as follows: On the Southwest by the northerly line of Chelan County Short Plat #1649, recorded in Book SP-5, page 21, records of the Chelan County Auditor; on the West by the extension of the westerly line of said Chelan County Short Plat #1649; on the North by the northerly line of the right of way of State Highway SR-97 A; and on the East by the East line of said Southeast quarter of the Northwest quarter.

EXCEPTING there from the following parcels:

Naumes Office, Specific Binding Site Plan No. BSP 2007-003, according to the plat thereof recorded July 12, 2007, in Book SP-21 of Short Plats, Page 24;

Lot 37, Apple Blossom Center Self Storage Binding Site Plan No. SSP 2007-01, according to the plat thereof recorded April 6, 2007, in Book SP-21 of Short Plats, Page 23;

Lot 12, as delineated on City of Chelan Specific Binding Site Plan No. BSP 2006-01, according to the plat thereof recorded November 8, 2006, in Book SP-21 of Short Plats, Page 3;

Lots 1 and 2, City of Chelan Specific Binding Site Plan No. SSP 2005-01, according to the plat thereof recorded October 28, 2005, in Book SP-20 of Short Plats, Pages 14, 15, and 16;

That portion conveyed to Manson Growers Cooperative under recording no. 2194633;

That portion conveyed to the State of Washington, under recording no. 2189351.

DECLARATION AND

