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Chelan Co, WA

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<p>Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)</p> <p>1. Declaration of Restrictive Covenant</p> <p>2.</p> <p>3.</p> <p>4.</p>	
<p>Reference Number(s) of Documents assigned or released:</p> <p><input type="checkbox"/> Additional reference numbers on page no. of document</p>	
<p>Grantor(s) (Last name first, then first name and initials)</p> <p>1. HD Development of Maryland., Inc.</p> <p>2.</p> <p>3.</p> <p>4.</p> <p><input type="checkbox"/> Additional names on page no. of document</p>	
<p>Grantee(s) (Last name first, then first name and initials)</p> <p>1. Washington State Department of Ecology</p> <p>2. The General Public</p> <p>3.</p> <p>4.</p> <p><input type="checkbox"/> Additional names on page no. of document</p>	
<p>Legal Description (Abbreviated: i.e., lot, block, plat or section, township, range) Parcel B BLA #2003-08 Rec. 4/3/03</p> <p><input type="checkbox"/> Additional legal on page no. 6 of document</p>	
<p>Assessor's Property Tax Parcel/Account Number 232033820035, 232033783095</p> <p><input type="checkbox"/> Assessor's Property Tax Parcel/Account Number not yet assigned</p>	
<p>The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.</p>	

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**DECLARATION OF
RESTRICTIVE COVENANT**

Home Depot Retail Facility at 1410 Walnut Street, Wenatchee, Washington

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(l)(f) and (g) and WAC 173-340-440 by HD Development of Maryland, Inc., its successors and assigns (hereinafter "Declarant").

Remedial action (hereafter "Remedial Action") has been completed on the Property that is the subject of this Restrictive Covenant. The Remedial Action is described in the Independent Remedial Action, Home Depot Property, Wenatchee, Washington, dated September 12, 2005. A copy of this document is on file with the Washington Department of Ecology.

This Restrictive Covenant is required because residual concentrations of lead and arsenic above the MTCA Method "A" Cleanup Levels remain beneath the capped and impermeable retail buildings and paved parking lot.

Declarant is the fee owner of the real property (hereafter "Property") located in the County of Chelan, State of Washington, which is subject to this Restrictive Covenant. The Property is legally described in Exhibit "A" of this Restrictive Covenant and made a part hereof by reference. A drawing generally depicting the Property subject to this Restrictive Covenant is attached hereto as Exhibit "B".

Declarant 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.

a. The Property shall be used only for those defined uses, as described in the City of Wenatchee's zoning regulations, codified in the City of Wenatchee as of the date of this Restrictive Covenant.

Section 2.

a. As of the date of this Restrictive Covenant, a portion of the Property contains residual concentrations of lead and arsenic in the shallow soils.

b. Specifically, elevated soil concentrations of residual lead and arsenic are located beneath the newly constructed Home Depot retail store, parking lot, and outbuildings. Owner shall not alter, modify, or remove the existing structure(s) in any

manner that may result in the release or exposure to the environment of the contaminated soils or create a new exposure pathway without prior written approval from Ecology, which approval will not be unreasonably withheld.

c. Any activity on the Property that may result in the release or exposure to the environment of the contaminated soils in a manner that is inconsistent with the Remedial Action or create a new pathway that endangers the public health and the environment, is prohibited without written approval from Ecology, which approval shall not be unreasonably withheld. Site workers conducting construction activities within these areas will follow the Health and Safety Plans to be developed under WAC 173-340-810. Also they will be instructed on precautionary actions to avoid direct contact with contaminated soils to ensure protection of site workers.

Section 3. Owner must give thirty (30) days advance written notice to Ecology prior to transfer of any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Remedial Action.

Section 4. Owner must restrict leases to uses and activities consistent with the Restrictive Covenant and notify all lessees of the restrictions on the use of the Property.

Section 5. Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Restrictive Covenant. Ecology may approve any inconsistent use only after public notice and comment. Approval by Ecology pursuant to Section 5 shall not be unreasonably withheld.

Section 6. 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, and to inspect records that are related to the Remedial Action. Ecology will provide Declarant advanced notice of its entry onto the Site when feasible.

Section 7. Owner reserves the right under WAC 173-340-440 to record an instrument that provides that this Restrictive 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, which concurrence shall not be unreasonably withheld.

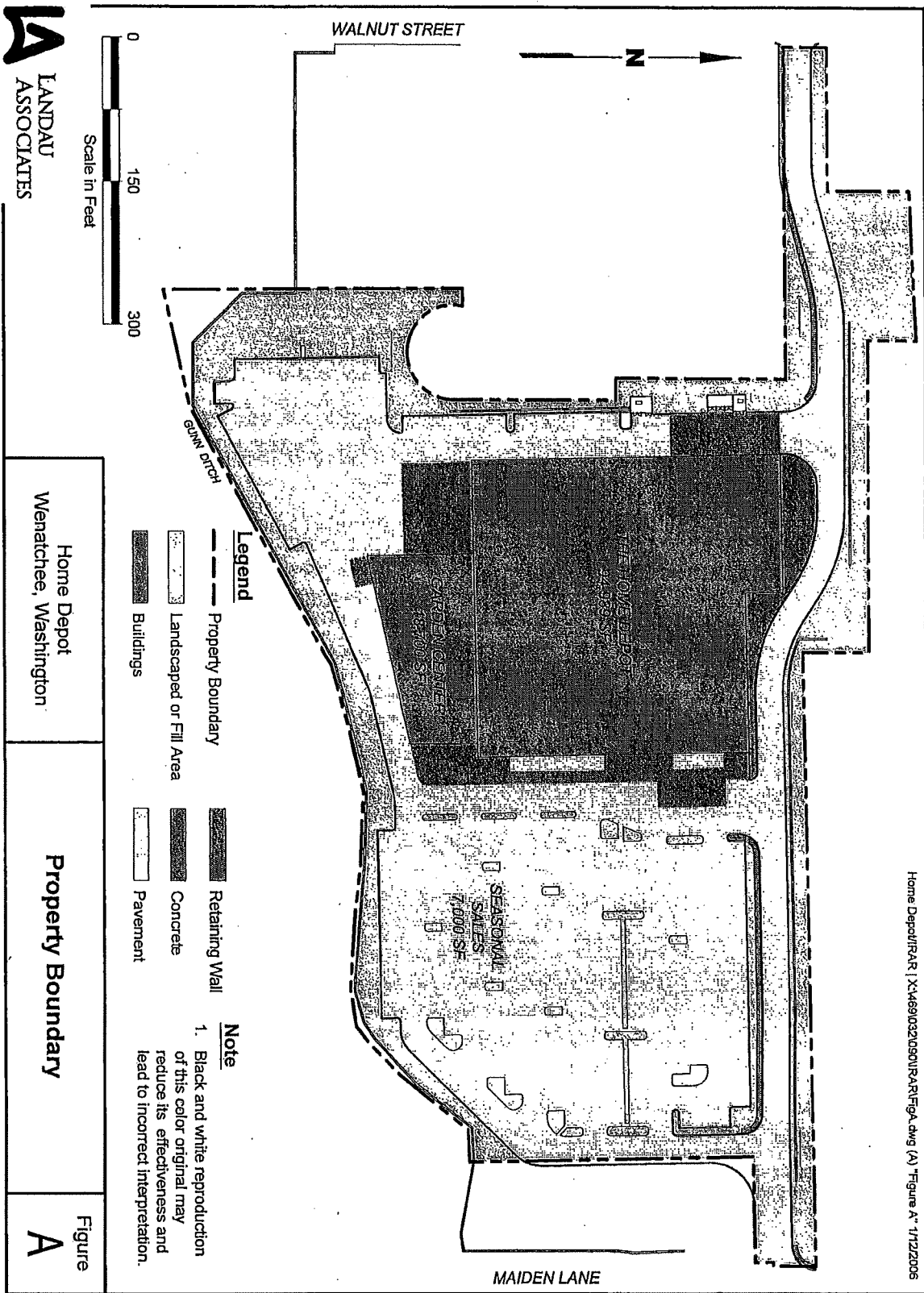
EXHIBIT "A"

Legal Description of Property owned by Declarant

Home Depot Parcel (HD Development of Maryland, Inc.):

Parcel B of City of Wenatchee Boundary Line Adjustment #2003-08, recorded under Chelan County Recording No. 2140154 on April 3, 2003; being a portion of Lot 1, Block 2 of Powell's Addition to Wenatchee, according to the plat thereof recorded in Volume 1 of Plats, Page 7, and of Lots 1 through 14 of the Amended Plat of Rogercrest, according to the plat thereof recorded in Volume 5 of Plats, page 61, in Chelan County, Washington.

EXHIBIT "B"



LA
LANDAU
ASSOCIATES

Home Depot
Wenatchee, Washington

Property Boundary

Figure
A