



## Second Periodic Review

Brewster Elementary School  
Facility Site ID #: 7994127  
Cleanup Site ID #: 422  
502 South 7th Street  
Brewster, Washington 98812

Brewster School District New Soccer Fields  
Facility Site ID #: 2105796  
Cleanup Site ID #: 4563  
1010 Sunset Drive  
Brewster, Washington 98812

Prepared by:  
Washington State Department of Ecology  
Central Region Office  
Toxics Cleanup Program

November 2015

<b>1.0</b>	<b>INTRODUCTION.....</b>	<b>1</b>
<b>2.0</b>	<b>SUMMARY OF SITE CONDITIONS.....</b>	<b>3</b>
2.1	Site History .....	3
2.2	Previous Site Investigations and Remedial Actions .....	3
2.3	Cleanup Levels and Point of Compliance.....	4
2.4	Remedial Actions.....	5
2.5	Operation and Maintenance Plan .....	5
2.6	Environmental Covenant .....	6
<b>3.0</b>	<b>PERIODIC REVIEW .....</b>	<b>8</b>
3.1	Effectiveness of completed cleanup actions .....	8
3.1.1	Soil Contact .....	8
3.1.2	Institutional Controls .....	8
3.2	New scientific information for individual hazardous substances for mixtures present at the Site .....	8
3.3	New applicable state and federal laws for hazardous substances present at the Site .....	8
3.4	Current and projected Site use .....	9
3.5	Availability and practicability of higher preference technologies .....	9
3.6	Availability of improved analytical techniques to evaluate compliance with cleanup levels .....	9
<b>4.0</b>	<b>CONCLUSIONS .....</b>	<b>10</b>
4.1	Next Review.....	10
<b>5.0</b>	<b>REFERENCES.....</b>	<b>11</b>
<b>6.0</b>	<b>APPENDICES.....</b>	<b>12</b>
6.1	Vicinity Map .....	13
6.2	Site Map .....	14
6.3	Environmental Covenant .....	15
6.4	Photo log .....	23

## 1.0 INTRODUCTION

This document is the Department of Ecology's second review of post-cleanup site conditions and monitoring data to assure that human health and the environment are being protected at the Brewster School District Soccer Field site, the Brewster School District Elementary School site, and the Brewster School District Softball Field site; collectively referred to in this document as the Brewster School District Sites (Sites). Cleanup at these Sites was implemented under the Model Toxics Control Act (MTCA), Chapter 173-340 of the Washington Administrative Code (WAC).

Cleanup activities at the Brewster Elementary School and Softball Field Sites were conducted as an interim action. Following implementation of institutional controls, it was determined that the interim action constituted the final cleanup action for the Site per WAC 173-340-430 (1). Cleanup activities at the Brewster Soccer Field Site were conducted through the Voluntary Cleanup Program under VCP No. CE0205. The cleanup actions resulted in residual concentrations of lead and arsenic that exceed MTCA Method A cleanup levels for soil established under WAC 173-340-740. Institutional controls were implemented at the Sites in the form of an environmental covenant to prevent exposure and release of contaminated soils capped as part of the remedy for the Sites. The Brewster Elementary School Site was removed from Ecology's Hazardous Sites List and it was determined that no additional remedial actions were necessary. WAC 173-340-420 (2) requires that Ecology conduct a periodic review of a site every five years under the following conditions:

- (a) Whenever the department conducts a cleanup action
- (b) Whenever the department approves a cleanup action under an order, agreed order or consent decree
- (c) Or, as resources permit, whenever the department issues a no further action opinion
- (d) And one of the following conditions exists:
  - 1. Institutional controls or financial assurance are required as part of the cleanup
  - 2. Where the cleanup level is based on a practical quantitation limit
  - 3. Where, in the department's judgment, modifications to the default equations or assumptions using site-specific information would significantly increase the concentration of hazardous substances remaining at the site after cleanup or the uncertainty in the ecological evaluation or the reliability of the cleanup action is such that additional review is necessary to assure long-term protection of human health and the environment.

When evaluating whether human health and the environment are being protected, the factors the department shall consider include [WAC 173-340-420(4)]:

- (a) The effectiveness of ongoing or completed cleanup actions;
- (b) New scientific information for individual hazardous substances or mixtures present at the Site;
- (c) New applicable state and federal laws for hazardous substances present at the Site;
- (d) Current and projected Site use;

- 
- (e) Availability and practicability of higher preference technologies; and
  - (f) The availability of improved analytical techniques to evaluate compliance with cleanup levels.

The department shall publish a notice of all periodic reviews in the Site Register and provide an opportunity for public comment.

---

## **2.0 SUMMARY OF SITE CONDITIONS**

### **2.1 Site History**

The Brewster School District facilities are located in the City of Brewster in Okanogan County, Washington. The City of Brewster is on a peninsula which is approximately ¼-mile north and ¼-mile west of Lake Pateros, which is an impoundment of the Columbia River. State Highway 97 is located ½-mile to the northwest. A vicinity map is available as Appendix 6.1 and a Site plan is available as Appendix 6.2.

The Brewster School District facilities were constructed on former orchard land. Prior to 1948, pear and apple orchards used lead arsenate as a pesticide to control the codling moth. By 1948, lead arsenate use generally ceased because the codling moth had developed resistance to the arsenate compound, and dichlorodiphenyltrichloroethane (DDT) was found to be a much more effective control agent.

The application of lead arsenate over several decades resulted in the accumulation of lead and arsenic in surface soils at levels that are hazardous to human health and the environment. Lead and arsenic are relatively immobile in soil and generally remain in the top 12 inches, even though application ceased prior to 1950.

### **2.2 Previous Site Investigations and Remedial Actions**

The Okanogan Health District and Ecology began soil screening for lead arsenate contamination at Brewster School District facilities in 2004. Analytical results determined several areas of concern, including newly developed soccer fields and an associated parking lot, softball field, and playfield adjacent to modular classrooms at the elementary school. Sampling also identified uncontaminated areas, including the football and track facilities.

In 2006, the Washington State legislature made funding available to Ecology to conduct interim remedial actions at schools where children were exposed to pesticide contamination in soil. The softball field and playfield adjacent to the elementary school modular classrooms, which had been identified during Site screening in 2004, were selected for remediation through this program.

Prior to remediation, additional samples were collected at the Sites and analyzed by Ecology using an X-ray fluorescence detector. Samples collected from the surface and 8 inches bgs found average arsenic concentrations of 31 ppm with a maximum concentration of 64 ppm. Initial lead concentrations averaged 195 ppm with a maximum concentration of 582 ppm. Sample data can be viewed in the tables below.

<b>MTCA Method</b>
<b>A Soil Cleanup</b>
<b>Levels</b>
<b>As- 20ppm</b>
<b>Pb- 250ppb</b>

<b>Pre-Excavation Samples</b>				
<b>Date</b>	<b>As</b>	<b>Pb</b>	<b>Sample ID</b>	<b>School</b>
20-Aug-03	9	65	1	Brewster
20-Aug-03	40	178	2	Brewster
20-Aug-03	<LOD	565	3	Brewster
20-Aug-03	56	551	4	Brewster
20-Aug-03	40	60	5	Brewster
20-Aug-03	29	17	6	Brewster
20-Aug-03	24	33	7	Brewster
20-Aug-03	40	104	8	Brewster
20-Aug-03	<LOD	69	9	Brewster
20-Aug-03	<LOD	22	10	Brewster
20-Aug-03	93	671	11	Brewster
20-Aug-03	64	582	12	Brewster
20-Aug-03	73	486	13	Brewster
20-Aug-03	66	447	14	Brewster
20-Aug-03	30	132	15	Brewster
20-Aug-03	40	148	16	Brewster
20-Aug-03	48	233	17	Brewster
20-Aug-03	67	578	18	Brewster
20-Aug-03	19	58	19	Brewster
20-Aug-03	<LOD	92	20	Brewster
20-Aug-03	9	14	21	Brewster
20-Aug-03	15	22	22	Brewster
20-Aug-03	38	203	23	Brewster
20-Aug-03	<LOD	39	24	Brewster
20-Aug-03	<LOD	11	25	Brewster
20-Aug-03	<LOD	64	26	Brewster
20-Aug-03	<LOD	103	27	Brewster
20-Aug-03	<LOD	98	28	Brewster
20-Aug-03	<LOD	14	29	Brewster
AVERAGE	31	195		Brewster
MAXIMUM	64	582		Brewster

\*<LOD: Below the Levels of Detection

## 2.3 Cleanup Levels and Point of Compliance

WAC 173-340-704 states that MTCA Method A may be used to establish cleanup levels at sites that have few hazardous substances, are undergoing a routine cleanup action, and where numerical standards are available for all indicator hazardous substances in the media for which the Method A cleanup level is being used.

MTCA Method A cleanup levels for unrestricted land use were determined to be appropriate for contaminants at the Sites. The cleanup actions conducted at the Sites were determined to be 'routine', few hazardous substances were found at the Sites, and numerical standards were available in the MTCA Method A table for each hazardous substance. The MTCA Method A cleanup level for arsenic is 20 ppm and the MTCA Method A cleanup level for lead is 250 ppm.

For soil, the point of compliance is the area where the soil cleanup levels must be attained. For these Sites, the point of compliance is established as soils throughout each Site.

## 2.4 Remedial Actions

The following cleanup action alternatives were considered for the Brewster School Sites:

- Institutional controls only. Institutional controls are administrative instruments, like a deed restriction (also known as an environmental restrictive covenant), that restrict activities that might lead to exposure to contaminated materials.
- Soil capping with a geomembrane and clean soil, combined with institutional controls to protect the integrity of the cap through property use restriction.
- Excavation and disposal of contaminated soils.

Soil capping combined with the implementation of institutional controls was selected as the remedial action for the Sites.

The soccer field and adjacent parking area were first areas to be remediated in 2004 because they were identified as the top priority at the time. Arsenic and lead had been identified at concentrations of up to 113 parts per million (ppm) and 1052 ppm respectively, at this location.

To prevent exposure to contaminated soil, a 6-inch clean soil cap and geo-textile barrier was installed above the soccer field. Turf replacement and a comprehensive maintenance plan, including installation of a new irrigation system, were also implemented to facilitate upkeep and prevent erosion of the imported soil. Because contamination was not removed from this Site, a restrictive environmental covenant was recorded to restrict future improvements or redevelopment of the Site. Remedial activities were completed by Brewster School District, with funding and technical support from Ecology.

Ecology conducted the cleanup action at the softball field and Elementary School play area during summer of 2006. A geotextile membrane was used to cover the existing soil surface. The membrane was covered with a minimum of six inches of clean topsoil imported from a native, undisturbed soil source located at the Godbey Redi-Mix Pit Site on Route 97, outside Pateros, Washington. The imported topsoil was tested for the presence of lead and arsenic prior to import. Neither lead nor arsenic was detected above background concentrations in 10 samples taken from the import topsoil. Approximately 1,000 yards of topsoil were imported and placed at the softball field and play area. Following topsoil import, hydroseed was applied to all cap surfaces, with the exception of the softball field where red clay was imported as infield cover.

## 2.5 Operation and Maintenance Plan

An operations and maintenance plan for the clean cover was incorporated into the Brewster School District facility and grounds maintenance plan. The plan reads as follows:

***The following areas are contaminated with lead/arsenic below the geotextile fabric:***

- New Soccer Field

- Soccer Field Gravel Parking Area
- New Elementary Playfields adjacent to modular classrooms
- Softball Field

*Any irrigation work or aeration of the lawn shall be conducted in such a manner to prevent exposure to the lead/arsenic contaminated soil. For example, irrigation system maintenance occurring below the black geotextile fabric requires segregation of the clean soil (above the fabric) from contaminated soil (below the fabric). The contaminated soil will be placed on a tarp and returned to below the geotextile black fabric or disposed of at the landfill. Lawn aeration of fields with underlying geotextile fabric is limited to a 6" tine depth.*

*Lawn aeration of contaminated soil (softball field) shall be conducted using the Aerway aerator which prevents soil plugs from being pulled to the surface of the field. Lawn aeration of the softball field is not depth limited and good grass cover is essential to minimizing lead/arsenic exposure. The dirt infield is not contaminated at the surface and should be maintained using 'clean' sands.*

## **2.6 Environmental Covenant**

An environmental covenant was recorded in 2004 for the soccer field, and a second environmental covenant was recorded in 2007 for the softball field and elementary school play areas. These covenants were amended into a single updated covenant by Ecology in 2013. The current environmental covenant imposes the following conditions:

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, piercing the surface with a rod, spike or similar item, 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.
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.
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.
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.



- 
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.
  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.
  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.
  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.

A copy of the new environmental covenant is available as Appendix 6.4.

---

## **3.0 PERIODIC REVIEW**

### **3.1 Effectiveness of completed cleanup actions**

#### **3.1.1 Soil Contact**

The Sites remains occupied by Brewster School District facilities. The softball field appears to be used exclusively for formal softball practice and games. The play area near the elementary school portable classrooms is enclosed with chain link fence and appears to be used exclusively by early elementary and special needs children. The turf remains in excellent condition at both locations. There are areas of exposed soil along the chain link fence at the play area, but these areas are flush with the turf and do not present an exposure pathway to deeper capped contaminated soils.

The soccer fields and associated parking lot appear in excellent condition. The fields are accessible to the public, and may be used for non-school related soccer games and practice; however, the soil cover and turf quality remain in excellent condition.

The clean soil caps continue to eliminate human and ecological exposure pathways (ingestion, contact) to contaminated soils. Based upon the Site visit conducted on July 15, 2015, no repair, maintenance or contingency actions have been required. A photo log is available as Appendix 6.3.

#### **3.1.2 Institutional Controls**

The restrictive environmental covenant for the Brewster School District Sites was recorded and remains in place. There is no evidence that a new instrument has been recorded which limits the applicability or effectiveness of the covenant. The environmental covenant prohibits activities that will result in the release of contaminants contained as part of the cleanup without Ecology's approval, and prohibits any use of the property that is inconsistent with the covenant. The environmental covenant serves to assure the long term integrity of the surface cover.

A new environmental covenant was recorded for the Brewster School Sites in 2013 which includes coverage of the soccer field, the softball field, and the elementary school play area.

### **3.2 New scientific information for individual hazardous substances for mixtures present at the Site**

There is no new pertinent scientific information for the contaminants related to the Sites.

### **3.3 New applicable state and federal laws for hazardous substances present at the Site**

There are no new relevant state or federal laws for the hazardous substances present at the Sites.

### **3.4 Current and projected Site use**

The Sites are currently used as a primary and secondary school facility. There have been no changes in current or projected future Site or resource uses.

### **3.5 Availability and practicability of higher preference technologies**

The remedy implemented included containment of hazardous materials, and it continues to be protective of human health and the environment. While higher preference cleanup technologies may be available, they are still not practicable at these Sites.

### **3.6 Availability of improved analytical techniques to evaluate compliance with cleanup levels**

The analytical methods used at the time of the remedial action were capable of detection well below MTCA Method A cleanup levels. The presence of improved analytical techniques would not effect decisions or recommendations made for these Sites.

---

## **4.0 CONCLUSIONS**

- The cleanup actions completed at the Brewster School District soccer fields, softball field and elementary school play area are protective of human health and the environment.
- Soil cleanup levels have not been met at the Sites; however, the cleanup actions were determined to comply with cleanup standards under WAC 173-340-740(6)(f), since the long-term integrity of the containment system is ensured and the requirements for containment technologies have been met.
- A new environmental covenant has been recorded for the Sites that prevents activities that may expose contaminated soils beneath the soil caps.

Based on this periodic review, the Department of Ecology has determined that the restrictions of the environmental covenants are being followed. No additional remedial actions are required by the School District. It is the School District's responsibility to continue to inspect the Sites to ensure that the integrity of the cap is maintained.

### **4.1 Next Review**

The next review for the Sites will be scheduled five years from the date of this periodic review. In the event that additional cleanup actions or institutional controls are required, the next periodic review will be scheduled five years from the completion of those activities.

---

## 5.0 REFERENCES

Ecology. *Interim Remedial Action Plan*. May 25, 2004.

Brewster School District. *New Soccer Fields – Cleanup Action Report*. August 10, 2004.

Brewster School District. *Restrictive Covenant*. September 28, 2004.

Brewster School District. *Restrictive Environmental Covenant*. February 6, 2008

Brewster School District. *Restrictive Environmental Covenant*. April 24, 2013.

Ecology. *No Further Action Letter*. October 11, 2004.

Ecology. *Interim Action Report – Brewster School Softball Field*. September 12, 2007.

Ecology. *Site Visit*. July 15, 2015.




---

## **6.0 APPENDICES**

## 6.1 Vicinity Map



### Legend

-  US HWY
-  State HWY
-  School Property

0 0.35 0.7 1.4 Miles





## 6.2 Site Map





## 6.3 Environmental Covenant

04/24/2013 10:58:38 AM  
Recording Fee \$79.00 Page 1 of 8  
Covenants DEPARTMENT OF ECOLOGY  
Okanogan County Washington

3181711



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

### Environmental Covenant

**Grantor:** Brewster School District

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

**Legal:** See legal descriptions as Exhibit A

**Tax Parcel Nos.:** 3024140106, 3024142005, 3024143005

**Cross Reference:** Document #3080156 (superseded), Document #3129291 (superseded)

Grantor, **Brewster 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 day of April 24, 2013 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 Brewster School District, its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology").

This Environmental Covenant supersedes and replaces the existing Restrictive Covenants, which are recorded with Okanogan County as document #3080156 an document #3129291.

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 documents:

04/24/2013 10:58:38 AM  
Recording Fee \$79.00 Page 2 of 8  
Covenants DEPARTMENT OF ECOLOGY  
Okanogan County Washington

3181711



- Interim Action Report- Brewster School Softball Field, Washington State Department of Ecology, September 12, 2007.
- Soccer Field, Cleanup Action Report, Brewster School District, August 1, 2004.

These documents are 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 Levels for Soil established under WAC 173-340-740. The areas containing lead and arsenic contaminated soil were capped beneath geotextile fabric and clean soil. These areas specifically include: the entirety of the softball field located adjacent to the High School, the entirety of the soccer field and adjacent parking lot, and the entirety of the fenced early-elementary play yard on the east side of the elementary school. The limits of the capped areas are shown on the map included as Exhibit A of this covenant and made a part hereof by reference.

The undersigned, Brewster School District, is the fee owner of real property (hereafter "Property") in the County of Okanogan, State of Washington, that is subject to this Covenant. The Property is legally described in Exhibit B of this covenant and made a part hereof by reference.

Brewster 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, piercing the surface with a rod, spike or similar item, 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.

04/24/2013 10:58:38 AM  
Recording Fee \$79.00 Page 3 of 8  
Covenants DEPARTMENT OF ECOLOGY  
Okanogan County Washington

3181711



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.

04/24/2013 10:58:38 AM  
Recording Fee \$79.00 Page 4 of 8  
Covenants DEPARTMENT OF ECOLOGY  
Okanogan County Washington

3181711



BREWSTER SCHOOL DISTRICT (Grantor)

**Eric Driessen**  
**Superintendent**  
**Brewster School District**  
Dated: 4/12/13

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY (Grantee)

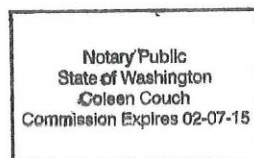
**Valerie Bound**  
**Section Manager- Toxics Cleanup Program**  
**Washington State Department of Ecology – Central Region**

Dated: 4-12-13

GRANTOR NOTARIZATION

STATE OF Washington  
COUNTY OF Okanogan

On this 12<sup>th</sup> day of April, 2013, I certify that Eric Driessen personally appeared before me, and acknowledged that he/she is the individual described herein and who executed the within and foregoing instrument and signed the same at his/her free and voluntary act and deed for the uses and purposes therein mentioned.



Notary Public in and for the State of  
Washington, residing at Chach.  
My appointment expires 2-17-15.



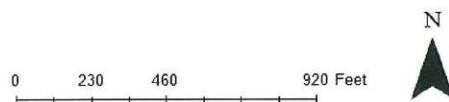
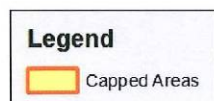
04/24/2013 10:58:38 AM  
Recording Fee \$79.00 Page 5 of 8  
Covenants DEPARTMENT OF ECOLOGY  
Okanogan County Washington

3181711



Exhibit A  
Site Map

## Brewster Schools Property With Capped Orchard Soils



04/24/2013 10:58:38 AM  
Recording Fee \$79.00 Page 6 of 8  
Covenants DEPARTMENT OF ECOLOGY  
Okanogan County Washington

3181711



Exhibit B  
Legal Descriptions

'Softball Field' legal description:

That portion of a certain parcel of land described in a Real Estate Contract in favor of Brewster School District #111 recorded July 26, 1977 as Auditor's File No. 635975, records of the Auditor of Okanogan County, Washington, lying Southerly of the South line of that certain parcel of land described in a Statutory Warranty Deed in favor of Brewster School District #111 recorded July 26, 1977 as Auditor's File No. 635976, records of the Auditor of Okanogan County, Washington TOGETHER WITH a portion of the Southeast Quarter of the Southwest Quarter of Section 14, Township 30 North, Range 24 East of the Willamette Meridian, being more particularly described as follows:

COMMENCING at a 3" brass cap in concrete stamped "WELLS HYDRO PROJECT, PUD NO. 1 DOUGLAS CO" on the Easterly line of the Southwest quarter of said Section 14 at the most Northerly corner of a parcel of land described in a Correction Deed in favor of the Town of Brewster, recorded April 1, 1988 as Auditor's File No. 747958, records of the Auditor of Okanogan County, Washington. Said brass cap bears South 00° 54' 04" East along the East line of said Southwest quarter a distance of 2044.42 feet from the center quarter of said Section 14, being an iron pipe as shown on a Record of Survey recorded September 11, 2009 in Book 'S' of Surveys, at pages 215 through 218 thereof, said records of the Auditor of Okanogan County;

Thence North 00° 54' 04" West along the East line of said Southwest quarter a distance of 166.21 feet to the Southeasterly corner of that certain parcel of land described in said Real Estate Contract;

Thence South 53° 33' 07" West along the Southerly line of that parcel of land described in said Real Estate Contract a distance of 72.32 feet to the POINT OF BEGINNING;

Thence continuing along the Southerly line of that parcel of land described in said Real Estate Contract South 53° 33' 07" West, a distance of 253.45 feet;

Thence North 72° 19' 27" East, a distance of 91.38 feet;

Thence North 53° 31' 39" East, a distance of 83.14 feet;

Thence North 34° 14' 00" East, a distance of 88.78 feet to the POINT OF BEGINNING.

04/24/2013 10:58:38 AM  
Recording Fee \$79.00 Page 7 of 8  
Covenants DEPARTMENT OF ECOLOGY  
Okanogan County Washington

3181711



'Soccer Field' legal description:

The East half of the Southwest quarter of the Northeast quarter of the Southwest half, Section 14, Township 30 North, Range 24 East, W.M., less road.

04/24/2013 10:58:38 AM  
Recording Fee \$79.00 Page 8 of 8  
Covenants DEPARTMENT OF ECOLOGY  
Okanogan County Washington

3181711



'Elementary School Playfield' legal description:

A portion of the East 300 feet of that parcel as described below:

The North Half of the Northwest Quarter of the Southwest Quarter of the Southeast Quarter (N ½ NW ¼ SW ¼ SE ¼) and the Northwest Quarter of the Northeast Quarter of the Southwest Quarter of the Southeast Quarter (NW ¼ NE ¼ SW ¼ SE ¼) of Section Fourteen (14), Township Thirty (30) North, Range Twenty Four ( 24) E. W. M.



## 6.4 Photo log

**Photo 1: Soccer Fields – from the south**



**Photo 2: Soccer Parking Area - from the northwest**





**Photo 3: Softball Field - from the east**



**Photo 4: Elementary School Play Equipment - from the southeast**

