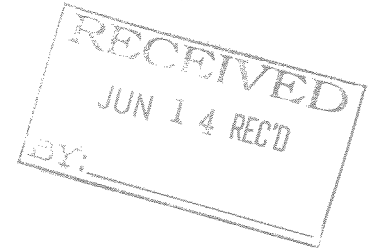


After Recording Return to:  
Norman Hepner  
Department of Ecology  
**Central Regional Office**  
**15 W. Yakima Avenue, Suite 200**  
**Yakima, WA 98902**



### **Environmental Covenant**

**Grantor:** Cascade School District No. 228  
**Grantee:** State of Washington, Department of Ecology  
**Legal:** The Property is legally described as follows: **PESHASTIN ORCHARDS,  
BLOCK 8, TAX 10-11 & 38, ACRES 19.0700.**  
**Tax Parcel Nos.:** 241816772338

Grantor, Cascade School District No. 228, 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 10, 2012, 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 Cascade School District No. 228, 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]:

Independent Remedial Action Report for Cascade School District #228, Peshastin-Dryden Elementary School, Bus Garage Site, Site I.D. NO. 007814, Forsgren Associates, received by Ecology November 29, 1993.

Soil Sampling Report, Peshastin-Dryden Elementary School, Facility ID#18617191, 10001 School Street, Peshastin, WA, Kane Environmental Inc, March 3, 2011.

These document[s] are on file at Ecology's Central Regional Office.

This Covenant is required because the Remedial Action resulted in residual concentrations of total petroleum hydrocarbons which exceed the Model Toxics Control Act Method B Cleanup Level(s) for soil established under WAC 173-340-700.

The undersigned, Cascade School District No. 228 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 Exhibit A of this covenant and made a part hereof by reference.

Cascade School District No. 228 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 adjacent to and under the foundation of the bus garage, any activity on the Property adjacent to the bus garage that may result in the release or exposure to the environment of the contaminated soil that remains as part of the Remedial Action, or create a new exposure pathway, is prohibited. Some examples of activities that are prohibited near the bus garage foundation includes: demolition, drilling, digging, bulldozing or earthwork. A Property Diagram indicating location of contaminated soil is included as Exhibit A.

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 affected by this covenant. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for 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.

Cascade School District No. 228

State of Washington  
Department of Ecology

Steven H McKenna  
[Name of Signatory]

Valerie Bound  
[Name of Person Acknowledging Receipt]

Superintendent  
[Title]

Section Manager  
[Title]

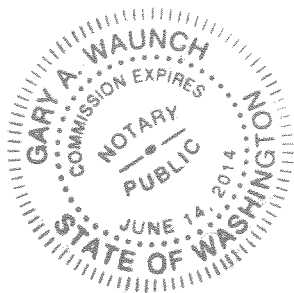
Dated: 5/10/12

Dated: 5-14-12

STATE OF Wa  
COUNTY OF Chelan

[CORPORATE ACKNOWLEDGMENT]

On this 10<sup>th</sup> day of May, 2012, I certify that Steven McKenna personally appeared before me, acknowledged that he/she is the Superintendent of the corporation that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument for said corporation.



[Signature]  
Notary Public in and for the State of  
Washington, residing at  
Leavenworth.  
My appointment  
expires 6-14-14.

## Exhibit A Legal Description & Property Diagram/Contamination Locations

Tax Parcel No.: 241816772338

PESHASTIN ORCHARDS, BLOCK 8, TAX 10-11 & 38, ACRES 19.0700

