

After recording return to:
City of Wenatchee, Attn: Steve King
25 N. Worthen Street
Wenatchee, WA 98801

RESTRICTIVE COVENANT
CITY OF WENATCHEE, ROTARY PARK

Reference numbers of related documents:

Grantor:

1. City of Wenatchee

Grantee:

1. Public

Legal Description:

1. The Northeast quarter of the Northeast quarter of the Southeast quarter of Section 32, Township 23N, Range 20 E.W.M., Chelan County, Washington.
2. See Attachment A.

Assessor's Tax Parcel Number: 232032410250

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by the City of Wenatchee, its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology"). An independent remedial action (hereafter "Remedial Action") occurred at the property that is the subject of this Restrictive Covenant. The Remedial Action conducted at the property is described in the following document[s]:

1. Wenatchee Orchard Targeted Brownfields Assessment Report Wenatchee Washington. TD99-06-0002. Region 10 START. USEPA. May 2000.
2. Rotary Park Cleanup Action Report. Munson Engineers, Inc. March 7, 2005.

These documents are on file at Ecology's Central Regional Office.

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of lead and arsenic which exceed the Model Toxics Control Act Method A Residential Cleanup Levels for soil established under WAC 173-340-704.

1 The term 'document' means reports prepared regarding the remedial action as well as Ecology's NFA letter.



CITY OF WENATCHEE

COVEN# 35.88

2208550

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Chelan Co, WA

The undersigned, the City of Wenatchee, is the fee owner of real property (hereafter "Property") in the County of Chelan, State of Washington, that is subject to this Restrictive Covenant. The property is legally described in Attachment A of this Restrictive Covenant and made a part hereof by reference.

The City of Wenatchee 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."

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.

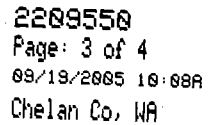
Section 3. Any activity on the Property that may result in the release or exposure to the environment of a hazardous substance that remains on the Property as part of the Remedial Action, or create a new exposure pathway, is prohibited without prior written approval from Ecology.

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 Restrictive Covenant and notify all lessees of the restrictions on the use of the Property.

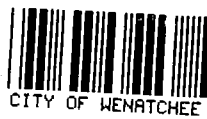
Section 6. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Restrictive Covenant. Ecology may approve any inconsistent use only after public notice and comment.

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, and to inspect records that are related to the Remedial Action.




Dennis Johnson, Mayor

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CITY OF WENATCHEE

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Chelan Co, WA

Attachment A

In the County of Chelan, State of Washington

The Northeast quarter of the Northeast quarter of the Southeast quarter of Section 32, Township 23N, Range 20E.W.M., Chelan County, Washington, EXCEPT that portion thereof described as follows:

Beginning at the Northwest corner of said subdivision; due South 20 feet to a point on the South line of Mulberry Lane, being the true point of the beginning; thence continue due South to the Southwest corner of said subdivision; thence run due East along the South line of said subdivision for 25 feet; thence run Northwesterly to a point on the South line of the right of way of Mulberry Lane, said point lying 302 feet Easterly of the true point of beginning; thence run due Westerly for 302 feet to the true point of beginning;

AND EXCEPT that portion commencing at the Southeast corner of said subdivision; thence N89°37'43"W a distance of 201.00 feet along the south line of said subdivision; thence N00°24'54"W a distance of 30.00 feet to the true point of beginning; thence N00°24'54"W a distance of 180.00 feet; thence S89°37'43"E a distance of 171.00 feet to the west right of way line of Western Avenue as said right of way line lies 30 feet west of, and parallel to, the east line of said section 32; thence S00°24'54"E along said west right of way line a distance of 159.72 feet to a curve to the right, said curve having a radius of 20 feet; thence 31.69 feet along said curve to a point of tangency with a line lying 30 feet north of and parallel to, the south line of said subdivision; thence N89°37'43"W along said parallel line a distance of 150.72 feet to the true point of beginning;

AND EXCEPT the east 30.00 feet for right of way on Western Avenue and the south 30 feet for right of way on Mulberry Lane;

AND TOGETHER WITH that portion commencing at the Northwest corner of said subdivision; due South 30 feet to a point on the South line of Mulberry Lane; thence continue due South to the Southwest corner of said subdivision, being the true point of the beginning; thence N54°27'36"E a distance of 51.20 feet; thence N26°55'29"E a distance of 124.41 feet; thence N89°50'31"E a distance of 30.00 feet; thence N52°38'12"E a distance of 63.28 feet; thence N37°30'47"E a distance of 151.76; thence S89°41'10"E a distance of 20 feet; thence S41°34'02"W a distance of 400.50 feet; thence S89°31'16"E a distance of 24.97 feet to the true point of the beginning. Parcel 232032410250