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Chelan Co, WA

AFTER RECORDING MAIL TO:
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Wenatchee, WA 98807-1606

COVER SHEET REQUIRED BY RCW 36.18 and RCW 65.04
(For Recording Purposes Only)

DOCUMENT TITLE(S) (or transactions contained therein):

1. **Protective Covenants Olds Station Industrial Park Port of Chelan County**

REFERENCE NUMBER(S) of documents assigned or released: N/A

GRANTOR/BORROWER (Last name first, then first name and initials):

1. Port of Chelan County

GRANTEE/ASSIGNEE/BENEFICIARY (Last name first, then first name and initials):

1. The Public

ABBREVIATED LEGAL DESCRIPTION as follows (i.e. lot/block/plat or section/township/range/quarter/ quarter): A parcel of land in the NE Quarter of the NE Quarter of Section 28, Township 23 North, Range 20, E.W.M., Chelan County, Washington

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER(S): 23-20-28-01-20; 23-20-28-01-30; 23-20-28-01-40; 23-20-28-12-01-00; 23-20-28-12-01-50; 23-20-28-11-08-00; 23-20-28-11-03-00; 23-20-28-11-03-50; 23-20-28-12-00-50; 23-20-28-11-07-00; 23-20-28-11-05-50; 23-20-28 11-02-50; 23-20-28-11-10-00; 23-20-28-11-04-00; 23-20-28-11-09-50; 23-20-28-13-00-40; 23-20-28-24-07-00;

{DLLW0004002.DOC;1/00080.005025/}



**PROTECTIVE COVENANTS
OLDS STATION INDUSTRIAL PARK
PORT OF CHELAN COUNTY**

1. INTRODUCTION:

1.1 The Port of Chelan County ("Port") as owner of real property known as the Olds Station Industrial Park described in Section 6 below (the "Park"), hereby establishes the limitations, restrictions and covenants ("Covenants") that run with the Park, and are binding upon all persons owning or using the Park. In the event any part of the Park is sold, these Covenants shall remain as binding covenants on the sold property after the sale unless and only to the extent some or all of the Covenants are specifically removed in writing by the Port with such removal being recorded with the County Auditor.

1.2 The purposes of these Covenants is to ensure use, development and improvements of the Park and each Lot and building site within the Park in conformity with the overall plan for the Park as determined by the Port.

1.3 The Port reserves the right, in its sole determination to amend these Covenants and to grant variances from the Covenants that are not inconsistent with existing state or county legal or regulatory limitations, to provide maximum flexibility for expansion, changes in use, and adaptation of the Park property for Occupants. If, as a result of the amendment to the Covenants, a Primary Occupant is required to make a significant modification to a Lot, a Structure or Other Improvement thereon, or if the manner in which the Primary Occupant conducts business must be changed in a way which creates significant additional expense to or disruption of the business of the Primary Occupant or its Lot, the Primary Occupant shall be entitled to a reasonable time, as determined by the port, not to exceed one (1) year, to conform to the amendment; provided however, no amendment or variance shall unfairly or unreasonably operate to the detriment of the Primary Occupant or to the planned development of the Park that is the objective of these Covenants. In addition to complying with these Covenants, all Occupants must comply with zoning, building restrictions, permit and similar regulations and requirements now or hereafter enacted by recognized governmental authorities. Where any provision of this agreement regulates any matter that is also regulated by a zoning or building regulation, the more restrictive standard shall apply.

1.4 In addition to being subject to these Covenants, the following portion of the Park is subject to the bulk of the COVENANTS, CONDITIONS AND RESTRICTIONS EASY STREET COMMERCIAL PROPERTY, OLDS STATION, PORT OF CHELAN COUNTY (the "Commercial Restrictions"), as set out in those Commercial Restrictions:

within one hundred (100) feet to the east of the easterly right-of-way of Chester-Kimm Avenue; and (b) within one hundred (100) feet to the south



of the southerly right-of-way of Olds Station Road, beginning at the westerly end of the Park to the south of Olds Station Road and extending easterly to a line which is one hundred (100) feet east of a straight-line extension to the south of the easterly right-of-way of Chester-Kimm Avenue.

2. DEFINITIONS:

2.1 "Building" or "Structure" are synonymous and mean any building or structure in the Park, and include, but are not limited to, such things as the main structures on a Lot and all additions thereto, including covered walkways, and all ancillary and secondary buildings and structures.

2.2 "Other Improvements" means any physical addition to a Lot other than a Building or Structure. Other Improvements include, but are not limited to, paved areas, walkways, fences, pillars, free-standing light fixtures and the like.

2.3 "Setback" means the distance between the outermost portion of a Building and a property line.

2.4 "Height" means the total vertical distance between the uppermost portion of any Building or appurtenance and the average of the finish perimeter grade levels of all sides of the Building, subject to restrictions by the Fire Marshall.

2.5 "Street" means any street, road, drive, or thoroughfare which by nature of its location within the confines of the development is for the use of the general public.

2.6 "Lot" means any portion of the Park specifically described or otherwise allocated or delineated for use within defined or depicted boundaries.

2.7 "Occupant" means any person or entity using the Park, whether that use is temporary or long term, including the use by one who is a tenant, owner, permittee, licensee, guest, invitee, or trespasser.

2.8 "Primary Occupant" means the owner of a Lot or any Structure on a Lot, a tenant, subtenant, assignee, or entity holding another relationship to a Lot which would make that Occupant a prime or dominant user of the Lot or any Structure thereon.

2.9 "Sign" means any device which publicly displays material or information, regardless of the method of the display and regardless of where located, which is visible from outside a Building.

2.10 Unless otherwise clear from approved Plans (as defined below) or from the context, the "front" of a Building is the exterior portion of a Building with the main visitor



entrance and shall face a Street, the "back" of a Building is the exterior portion opposite the front, and a "side" of a Building means that portion of the exterior of a Building which is not the front, the back, or the roof.

3. EXTENDED USE:

3.1 Except as otherwise specifically designated by the Port, the Park is to be used for industrial, administrative, research, business, and warehouse purposes.

3.2 Other uses, including retail and commercial uses may be permitted, at the discretion of the Port, where it is deemed necessary and desirable to support the basic goals of the Port. Unless otherwise agreed to, in writing, in advance, by the Port, commercial or retail use shall be limited to a Lot not exceeding three (3) acres in size, and the total amount of retail and commercial use shall not exceed 10 % of the Park.

3.3 Residential use of any portion of the Park is permitted only with the prior written consent of the Port, which consent the Port is not required to provide.

3.4 Residential use can only be made under circumstances where the Port determines such residential use to be related to another authorized use of a Lot. Only an employee of an enterprise conducting business on that Lot, or on an adjacent Lot, shall be permitted to reside at the Park. Any residential Occupant shall provide, in advance of any residential use, a written statement to the Port, in a form acceptable to the Port, that such Occupant recognizes and acknowledges that the primary purpose of the Park is not residential and that normal and incident uses of the Park may be disruptive to the residential use and that such Occupant accepts and holds the Port and other Occupants harmless from such disruption. No residential use of the Park shall be allowed if the residential use in any way interferes with, impedes, or is otherwise disruptive to other Park uses.

4. PROHIBITED USE

No use of the Park is permitted which produces other than insignificant, minor amounts of odors, fumes, smoke, dust, noise, vibration, or air pollution, or which is reasonably determined by the Port, in its sole discretion, to be offensive or noxious, or to create a nuisance to adjacent tenants, or which violates government rules or regulations, or which use or operation is considered by the Port to be unsafe or excessively hazardous. Specifically, but without limitation, the following are prohibited uses:

- 4.1 Automotive services, gas stations;
- 4.2 Trailer courts or recreation vehicle campgrounds;
- 4.3 Junk yards, wrecking yards, or recycling facilities;



4.4 Refining or storage of petroleum, gas, or oil or of their by-products, or derivatives;

4.5 Commercial excavation of building or construction materials, provided that this prohibition shall not be construed to prohibit any excavation necessary in the course of approved construction pursuant to these Covenants;

4.6 Distillation of bones;

4.7 Dumping, disposal, incineration or reduction of garbage, sewage, offal, dead animals, or other refuse;

4.8 Fat rendering;

4.9 Stockyard of slaughter of animals;

4.10 Smelting of iron, tin, zinc, or any other ore or ores;

4.11 Cemeteries;

4.12 Jail or honor farms;

4.13 Truck terminals;

4.14 Automobile, go-cart, motorcycle, or quartermidget tracks and other or similar vehicle endurances or race tracks;

4.15 The sale of cars, trucks, boats, motorhomes, recreation vehicles, or any other vehicle, whether new or used;

4.16 Mini storage; and

4.17 Food Service Establishments characterized by two or more of the following:

4.17.1 A volume of business involving food purchased on site and taken off site for consumption which a reasonable person could conclude exceeds 20% of the total volume of business at the site, whether or not it actually does exceed 20%.

4.17.2 A volume of business involving grill frying or flame broiling meat and/or deep frying of meat (including fish), potatoes, or onions which a reasonable person could conclude exceeds 20% of the total volume of business at the site, whether or not it actually does exceed 20%.

4.17.3 Areas designated for non-food related entertainment such as play areas for children or video game centers.



For purposes of this section if a Food Service Establishment services in excess of an average of 40 vehicles per day between the hours of 7:30 a.m. and 6:00 p.m., it shall be deemed to have in excess of 20% of its business involving food purchased on site and taken off site for consumption

5. GENERAL TERMS:

5.1 These Covenants are deemed to be contracts between the Port and each Occupant.

5.2 To the extent it is necessary to exercise subjective judgment to determine if any provision of these Covenants is being complied with, and in situations involving the exercise of the Port's discretion under these Covenants, the good faith subjective judgment of the Board of Commissioners of the Port shall be determinative. The Board of Commissioners of the Port, as it shall determined, may delegate to its management the right to determine compliance with these Covenants.

6. LOCATION:

The Park is situated north of the city of Wenatchee, in Chelan County, Washington, as generally described on Exhibit "A" and depicted on Exhibit "B," both of which are attached hereto, and incorporated herein by this reference. The Park currently contains approximately 79 acres, more or less. The Port reserves the right to amend the size of the Park at any time by adding or deleting property.

7. SETBACK AND HEIGHT:

7.1 Unless otherwise agreed in writing by the Port, minimum Setbacks at the Park shall be as follows:

7.1.1 Buildings shall be Setback so that no portion of a Building is nearer than twenty-five (25) feet from the property line on any side abutting a Street, and shall be Setback so that no portion of a Building is nearer than fifteen (15) feet from a property line not abutting a Street.

7.1.2 Notwithstanding the foregoing, Buildings shall be Setback so that no portion of the Building is closer than twenty-five (25) feet from the side property line of any Lot when vehicular traffic is to occur or parking is to be located between a Building and that side property line.

7.2 No Building shall exceed a Height of forty (40) feet above the pre-construction grade. In determining whether to grant a variance to allow a Building Height to exceed fifty (50) feet, the Port shall consider such things as the appropriateness of high-density use in certain areas, view corridors, aesthetics, the surrounding uses, and such other matters as the Port may deem relevant.



8. DESIGN AND CONSTRUCTION STANDARDS AND PLANS:

8.1 Improvements, alteration or change of any Lot and construction or alteration of Buildings or Other Improvements at the Park shall occur only in compliance with these Covenants.

8.2 All Buildings shall be designed in accordance with the requirements of the latest edition of the Uniform Building Code adopted by the municipal jurisdiction regulating the Building Code at the Park, and with other applicable government rules and regulations.

8.3 All Buildings and Other Improvements shall be architecturally designed to be aesthetically pleasing and professional in nature, compatible with the existing structures and supportive of the basic goals and objectives of the Park, as established by the Port from time to time.

8.4 Design plans and specifications ("Plans") for any proposed change to a Lot or any remodel of an existing Structure or Other Improvement, or for a new Structure or Other Improvement shall be submitted, in advance, to the Port. No modification or change shall be made to a Lot and no Structure or Other Improvement shall be built or remodeled, when the remodeling will in any way alter the exterior or appearance (other than routine maintenance, upkeep, painting, and the like), without the prior written approval of the Port.

8.4.1 Unless otherwise agreed in writing by the Port, Plans submitted to the Port shall contain the seal of a registered architect, structural engineer, or professional engineer and shall include an overall Lot plan, including landscaping, parking, the location of Buildings, and Other Improvements. Such plans shall include architectural or engineering renderings sufficient to allow the Port to determine the construction plan for any Building and to determined the appearance of the façade.

8.4.2 Plans shall include a description of the building materials, colors of a Building and Other Improvements, and such other reasonable information and specifications as may be requested by the Port as may fairly and accurately depict any Building and Other Improvement planned for construction or change. The Plans shall including landscaping, traffic and parking plans (including points of ingress and egress), utility corridors, stormwater run-off and drainage plans, outdoor lighting and such other details as the Port may reasonably request. If the Port determines that a review of the Plans requires the Port to employ architects, engineers, or the like, the Occupant or other party intending to make the Lot change or build or remodel the Structure shall reimburse the Port for the costs of its review.

8.5 The Port shall attempt to review and respond to the Plans in a reasonable time under the circumstances. The Port, in its sole discretion, may reject proposed Plans, approve some but not all of the proposed Plans (in which case the Port may suggest alternatives or options if it deems appropriate), or the Port may approve the Plans as submitted with or without



revisions. Any change to a Lot or construction or remodel of a Structure or Other improvement shall be made only in compliance with approved Plans.

8.6 All exterior walls of Buildings shall be finished masonry, concrete, face brick or stone, painted steel, or other surfacing approved by the Port. Wooden frame with wood exterior construction may be used for business office Structures, or the like, upon written approval by the Port.

8.7 Any portion of a Building facing a Street shall be designed to present an aesthetically pleasing façade to the Street, and whenever possible the Building shall be designed so that outside industrial use (such as loading and unloading), traffic and parking shall occur on a side of a Building not facing a Street.

8.8 The Lot shall be designed and graded to appropriately handle stormwater and other run-off, and to prevent draining onto adjoining properties. The Plans shall make adequate provision for drainage from Structures and other impervious surfaces, as provided in Section 18 below.

8.9 All permanent utility systems, including water, sewer, power, telephone, television, cable, gas, and the like shall be underground. Temporary utilities, such as temporary power to construction for special events may be allowed by written permission from the Port for a designated time period. Temporary utilities shall be removed at the earlier of the completion of the designated time period or the termination of the permitted use. The nature and extent of the temporary utilities shall be limited to that permitted by the Port. An exemption may be granted for telecommunication equipment at the sole discretion of the Port. An extension or variance may be granted for telecommunication equipment at the sole discretion of the Port.

8.10 All exterior lighting must be installed with concealed wiring unless otherwise approved by the Port.

8.11 The Port may grant permission for the construction of temporary structures that are designed and built to meet all jurisdictional (county and state) codes.

9. STORAGE:

Except as otherwise provided, all equipment, materials, and supplies shall be stored in secure enclosures so they are not visible from roadways and are not hazardous to the public. Outside storage is permitted only at the side of the Structure not facing or fronting on a Street, and only within a storage area screened from view by fencing which is at least six (6) feet in Height. Fencing must be of sound construction, compatible with the Buildings, and shall be of a kind and style approved in writing, in advance of installation, by the Port. Under any circumstances, prior written approval from the Port is required for any outside storage which is visible from Street elevation. Storage within a storage area shall be reasonably neat and orderly,



shall be free from refuse and debris, and shall not exceed six (6) feet in height without the prior written approval of the Port.

10. PARKING:

Adequate parking shall be provided for employees, visitors, and customers of the Primary Occupant. A minimum of three (3) parking stalls for each four employees is desired. Parking areas and driveways must be paved with a hard, dust free year-round surface (e.g. asphalt or concrete) striped, and maintained in good condition, must be free from litter, and must be adequately lighted. Employee parking areas shall be located at the side of Buildings not fronting on a Street, unless otherwise approved in writing by the Port. In the event visitor parking is to be located on a side of a Building facing a Street, adequate space must be provided for parking and traffic flow. On-street parking is permitted only where the Street has been improved with curb, gutter, and sidewalks. On-Street parking is subject to restriction by the Port or the entity responsible for snow removal on that Street. The Port wishes to encourage creative approaches to conserve the amount of land used for parking.

11. TRUCK LOADING:

Loading or unloading trucks on Streets in the Park is prohibited. Trucks should not project from any Lot onto the Street, except during the process of entering and leaving a Lot. No loading dock shall be constructed facing on a Street, unless the loading dock is at least one hundred (100) feet from the right-of-way line of the Street. Loading docks and doors should be located to the sides of a Building away from Street sides if at all possible. Adequate maneuvering space for trucks shall be provided on site. Where truck dock pits are constructed, pit drainage must be sized to handle run-off. Loading and unloading shall occur directly into a Structure or into a storage area; provided that occasional temporary storage of Cargo, not to exceed two (2) times during any thirty (30) day period of time and twenty-four (24) hours at any one time, onto a parking area near the Structure or storage area where Cargo will ultimately be moved is permitted if the temporary storage complies with the requirements for storage in a storage area as provided in Section 9 above.

12. RAIL:

The design and location of any new or relocated spur tracks to a Lot and Structure must be approved in writing, in advance by the Port. Rail may not be available to each lot.

13. FLOW OF TRAFFIC:

The Port may restrict the direction of Traffic flow from a Lot onto a street.



14. SIGNS:

14.1 Signs shall be inscribe, painted or erected only with the prior written approval of the Port as to size, type, location, and content. All signs shall comply with existing zoning codes and shall be consistent with industrial and commercial identification. This requirement does not supersede any municipal sign codes. Signs affixed to a Building shall be limited to identifying the tenant, its activity or product. Without special circumstances, no flashing, rotating, animated or billboard type Signs will be permitted. No sign shall exceed one hundred (100) square feet of surface area. All signs must be constructed from durable, all weather material and must be maintained in first class condition, consistent with the original appearance of the sign when first installed.

14.2 The Port may, but is not required to, grant approval, in writing, for temporary information or directional signs. Temporary information or directional signs may only be used in the manner and for the time specified by the Port, in writing, at the time approval is granted. If granted, without a specified time limit, the approval for a temporary sign may be withdrawn by the Port upon ten (10) working days' prior written notice to the Occupant.

14.3 Without the prior written approval of the Port, no balloons or other floating material may be used within the Park, whether or not such an item contains or displays material or information.

15. LANDSCAPING:

The portion of each Lot not covered by a Building, sidewalk, other paving, or Other Structures shall be adequately landscaped pursuant to a Plan approved by the Port as provided in section 8 of these Covenants. Each Lot and all Buildings and Other Improvements, shall be maintained in a safe, clean, wholesome condition and shall comply in all respects with government health, fire, and other rules and regulations.

16. MAINTENANCE:

16.1 Except when the Port assumes responsibility by means of a lease agreement, the Primary Occupant of a Lot shall be directly and primarily responsible for all maintenance and upkeep of the Lot of the Primary Occupant.

16.2 Each Occupant shall remove from a Lot being used by the Occupant, at its expense, rubbish or vegetation which is not part of an approved landscaping Plan and debris of any character whatsoever which may grow or otherwise be deposited or accumulated on the Lot.

16.3 Exterior surfaces of any Structure or Other Improvement on a Lot shall be maintained in good first-class condition as reasonably determined by the Port in its sole discretion. Any damage to the exterior, including without limitation, dents and cuts in metal Buildings, shall be repaired and removed, damaged bricks shall be repaired and replaced with



like colors. Exterior painting shall be professionally done, unless otherwise approved in writing by the Port.

16.4 Garbage, waste material and trash shall be maintained in a closed receptacle at a location on each Lot agreed to by the Port pursuant to an approved Plan. No waste material, trash containers, or other item shall be stored or left outside of a Structure, other than in approved trash receptacles, except on an occasional and temporary basis to facilitate loading and unloading as needed, up to twenty-four (24) hours. All waste material, debris, garbage and the like shall be contained in a fenced enclosure required for outside storage as set out in Section 9. The fenced trash enclosure shall be adjacent to the main Structure on a Lot, unless otherwise approved in writing by the Port.

16.5 Each Occupant shall remove snow and ice from any Structure and from the Lot it uses or occupies, as is reasonable, necessary, and safe, unless otherwise agreed in writing by the Port.

16.6 Any broken windows of a Building on a Lot shall be immediately replaced by the Primary Occupant whether the Building is occupied or not.

17. DISPOSABLE WASTE:

Discharge of any waste or waste products onto the ground or into the sewer system may occur only with the approval, and is subject to the control and regulation, of the appropriate governmental agency(s) having jurisdiction therefore at the expense of the Primary Occupant.

18. STORMWATER RUN-OFF:

Unless otherwise agreed to in writing by the Port, every Lot, and all Structures and Other Improvements shall be designed to channel run-off into the stormwater run-off system designed to accommodate run-off from the Park, initially set to be managed by the Port (the "Stormwater System"). Each Primary Occupant shall be responsible for and pay a pro-rata portion of the cost of maintaining the Stormwater System, consistent with the rules then in effect for all properties contributing run-off to the Stormwater System (excepting certain large public areas designed to be pervious such as Washington State Department of Transportation rights-of-way), as those rules may be established or changed from time to time, to fairly assess the costs to upkeep, repair and maintain the system. The Plans for each Lot shall provide for collecting and delivering run-off from the Stormwater System in compliance with then existing rules and regulations, at the expense of the Primary occupant. Run-off delivered to the Stormwater System from a Lot shall be free from toxic or hazardous substances, and shall be appropriately pre-treated to remove petroleum and the like.



19. EXTERIOR ITEMS FOR EMPLOYEE USE:

19.1 Upon first receiving the prior written approval of the Port, an Occupant may place or erect on a Lot recreational equipment, including benches, tables, basketball standards, a volleyball net or the like ("Recreational Equipment") for use of Occupant, its employees and guests. Prior to obtaining approval, written Plans depicting the locations, type, description, and anticipated used times of the Recreational Equipment shall be submitted to the Port, and the Port shall have a reasonable time to review and determine whether or not to grant the request.

19.2 If, in the sole determination of the Port, a piece of Recreational Equipment is determined to be unsafe, aesthetically inconsistent with the appearance the Port intends to create in the Park, inappropriate, or that it should be removed, the Port shall give written notice to the Occupant and the Occupant shall remove that Recreational Equipment within a reasonable period of time after the notice, not to exceed thirty (30) days unless natural conditions prevent the removal within that period of time.

20. EXISTING STRUCTURES AND CHANGES:

Structures and Other Improvements in existence at the date of adoption of these Covenants which do not comply with these Covenants, but are in compliance with covenants in place, if any, when such Structures or Other Improvement initially came into existence ("Nonconforming Structures") may remain. All changes, additions, or modifications to a Lot, a Building or Other Improvement, including, without limitation, Nonconforming Structures, must be in compliance with these Covenants, unless otherwise agreed to in advance, in writing, by the Port. Provisions of these Covenants regarding maintenance, care, use, parking, and the like, apply to all Structures and Other Improvements regardless of when they came into existence.

21. HAZARDOUS AND TOXIC SUBSTANCES:

21.1 No Occupant shall cause or permit any activity on any Lot in the Park which directly or indirectly could result in any of the Park property becoming contaminated with hazardous or toxic waste or substances. For purposed of these Covenants, the term "hazardous or toxic waste or substances" means any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous or toxic or radioactive substance or other similar term by any applicable federal, state, or local statute, regulation, or ordinance now or hereafter in effect.

21.2 Each Occupant shall promptly comply with all statutes, regulations, ordinances, and rules which apply to the use of hazardous or toxic waste or substances in, on, or around any part of the Park.

21.3 Each Occupant shall indemnify and hold the Port and all other Occupants harmless from all obligations relating to damages, clean-up, removal, or mitigation of any hazardous or toxic substances on or relating to any part of the Port property as a result of that



Occupant's use, disposal, transpiration, generation or sale of hazardous or toxic waste or substances.

22. ROADS AND RIGHTS OF WAYS:

22.1 It shall be the responsibility of any Primary Occupant of a Lot along any street within or surrounding and abutting the Park, now existing or hereafter constructed, to provided for "Finished Development" (as described below) of that portion of the road right-of-way abutting the Primary Occupant's Lot between the Primary Occupant's Lot and the improved portion of the Street

22.2 "Finished Development" means completing the road to its required width, and landscaping the balance of the right-of-way, pursuant to Plans submitted to and approved by the Port as set out in Section 8 of these Covenants. Finished Development shall including but not be limited to paving, curbing, guttering, storm sewers, and lighting, as required by the Port. Unless otherwise specified by the Port, Finished Development is a road forty-four (44) feet in width, twenty-two (22) feet each side of the center line and constructed curb to curb, in compliance with the Chelan County Road Standards. The Finished Development shall be in a style and manner consistent with these Covenants, and otherwise acceptable to the Port, and shall be completed at such time as the Port shall direct.

23. SAVINGS:

Nothing in these Covenants shall be construed so as to required the commission of any act contrary to law, and wherever there is any conflict between any provision of these Covenants and any statute, law, public regulation or ordinance, or court decree, the latter shall prevail, but in such event, the provision of these Covenants affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements. If any provision of these Covenants is determined by a court of competent jurisdiction to be unenforceable, the remainder of the provisions shall continue to be enforceable.

24. ENFORCEMENT:

24.1 These Covenants are perpetual and run with the land, subject to the Port's right of modification and amendment as set forth within these Covenants. The provisions of these Covenants shall bind all Occupants of the Park and shall be to the benefit of and be enforceable by the Port. Any failure by the Port to enforce compliance with any of the provisions of these Covenants upon having notice of any noncompliance shall in no event be deemed a waiver of the Port's right to do so thereafter, but shall merely be deemed a waiver of the Port's right to enforce compliance prior to the Port actually doing so. Under no circumstances shall the Port have any responsibility or liability to any Occupant or any third party for failure to specifically enforce these Covenants.



24.2 In the sole discretion of the Port, it shall have the right to compel specific performance of these Covenants by any Occupant through an action in the Superior Court of the state of Washington, in Chelan County.

24.3 In addition to the right to compel specific performance of these Covenants, the Port may enter onto any Lot and engage in, contract for, or oversee action the Port deems necessary to obtain compliance with these Covenants. Unless the Port deems the situation to be an emergency, it shall give not less than three (3) working days' notice to an Occupant prior to taking action for compliance on such Occupant's Lot. The notice shall set forth the Covenant(s) which, in the Port's determination is (are) not being complied with.

24.4 In the event the Port deems it reasonable or necessary, it shall have the right to clean and maintain any Lot, paint or resurface the exterior of any Building or Other Improvement, repair any damage to windows, Buildings or Other Improvements, remove any materials, substances, rubbish, or debris from a Lot to the extent that such materials are not allowed by these Covenants, and may otherwise undertake and do whatever is reasonable, in the Port's determination, to be in compliance with these Covenants and to bring a Lot or any Building into compliance with these Covenants, all at the cost of the Primary Occupant of the Lot.

24.5 In seeking compliance with these Covenants, the Port shall have no liability for injury or damage to any property of any Occupant occasioned by that Occupant's failure to comply with the Covenants, or the Port's action to obtain compliance with the Covenants.

24.6 The Primary Occupant of a Lot and any occupant of a Lot who creates or allows a noncompliance shall pay or reimburse the Port for all of the Port's expenses in enforcing compliance with these Covenants relative to the Occupant's Lot or the Occupant. The reimbursement shall be for all expenses including without limitation, costs of clean-up, maintenance, and repair of any Lot, and attorneys' fees, engineering fees, architectural fees, and the like incurred by the Port as a result of any noncompliance with, or enforcement of, these Covenants.

24.7 In the event it is necessary for the Port to engage the services of an attorney to enforce any of the provisions of these Covenants, whether or not legal action is instituted, the Occupant from whom the Port is seeking enforcement shall be obligated to pay to the Port the Port's costs and reasonable attorneys' fees involved in the enforcement efforts.

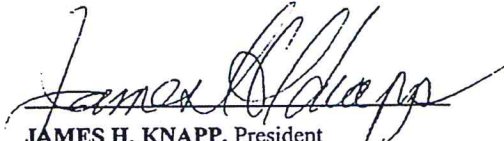
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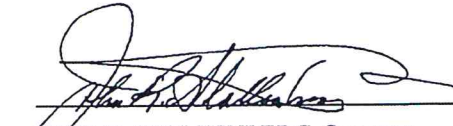
24.8 In the event of litigation, the venue of any action commenced to enforce the terms of these Covenants may, at the option of the Port, be in Chelan County, Washington

ADOPTED this 29 day of November, 1999.

BOARD OF COMMISSIONERS
PORT OF CHELAN COUNTY


JAMES H. KNAPP, President


BONNIE L. CANNON, Vice President

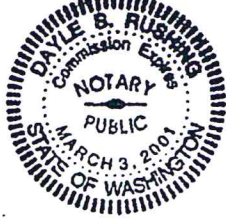

JOHN R. STOLTENBERG, Secretary



STATE OF WASHINGTON)
)ss.
County of Chelan)

I certify that I know or have satisfactory evidence that **James H. Knapp** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of the Board of Commissioners of the Port of Chelan County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 29 day of November, 1999.

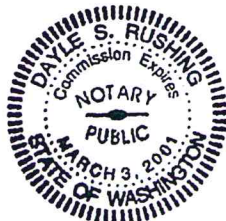


Dayle S. Rushing
Dayle S. Rushing
(printed name)
NOTARY PUBLIC, State of Washington
My appointment expires 3-3-001

STATE OF WASHINGTON)
)ss.
County of Chelan)

I certify that I know or have satisfactory evidence that **Bonnie L. Cannon** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Vice President of the Board of Commissioners of the Port of Chelan County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 29 day of November, 1999.



Dayle S. Rushing
Dayle S. Rushing
(printed name)
NOTARY PUBLIC, State of Washington
My appointment expires 3-3-001

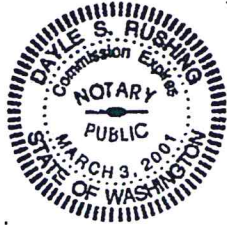


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STATE OF WASHINGTON)
)ss.
County of Chelan)

I certify that I know or have satisfactory evidence that **John R. Stoltenberg** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Secretary of the Board of Commissioners of the Port of Chelan County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 29 day of November, 1999.



Dayle S. Rushing
Dayle S. Rushing
(printed name)
NOTARY PUBLIC, State of Washington
My appointment expires 3-3-2001



LEGAL DESCRIPTION
FOR
PORT OF CHELAN COUNTY
PROPERTY

PARCEL 1

A parcel of land in the Northeast Quarter of the Northeast Quarter of Section 28, Township 23 North, Range 20, E.W.M., Chelan County, Washington more particularly described as follows:

Beginning at the Northeast corner of said Section 28; thence South 89°34'29" West along the North line of said section for 413.86 feet to the point where said section line intersects the Westerly line of the Right-Of-Way of the Burlington Northern Railroad, the TRUE POINT OF BEGINNING for this description; thence continuing South 89°34'29" West for 63.82 feet; thence South 89°35'36" West for 861.18 feet; thence South 89°33'50" West for 963.57 feet; thence South 89°35'29" West for 375.56 feet to the North Quarter corner of said Section 28; thence South 01°00'00" East along the North South center line of said section for 1,321.72 feet to the Northwest corner of the Southwest Quarter of the Northeast Quarter of said Section 28; thence North 89°25'06" East for 1,235.12 feet along the South line of the North half of the Northeast Quarter; thence North 39°40'29" East for 937.16 feet; thence North 50°19'31" West for 72.00 feet; thence North 39°40'29" East for 714.39 feet to the TRUE POINT OF BEGINNING, Except for the deeded Right-Of-Ways for Olds Station Road, Easy Street and Chester Kimm Avenue and Except Lots 1, 3 and 4 of Short Plat 2179 (lying West of Chester Kimm Avenue) and Except the following described parcel:

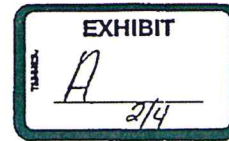
VAIL PROPERTY

Commencing at the Northeast corner of Section 28, Township 23 North, Range 20, E.W.M., Chelan County, Washington; thence South 89°34'29" West along the centerline of East Penny Road a distance of 270.05 feet to the intersection of the centerline of the Burlington Northern Railroad; thence South 39°40'29" West along said Burlington Northern Railroad centerline a distance of 528.72 feet; thence North 50°19'31" West a distance of 110.00 feet to the Point of Beginning; thence North 88°49'43" West a distance of 132.21 feet; thence South 35°44'38" West a distance of 196.51 feet; thence South 50°19'31" East a distance of 89.99 feet; thence North 39°40'29" East a distance of 278.35 feet to the Point of Beginning.

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COUNTY CLERK
CHIEF CLERK



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PARCEL 2

Beginning at the Northwest corner of the Southwest Quarter of the Northeast Quarter of said Section 28; thence North 89°25'06" East for 60.27 feet; thence South 00°43'42" East for 30.00 feet to the intersection of the East Right-Of-Way of Chelan County Horan Road and the South Right-Of-Way line of Olds Station Road the TRUE POINT OF BEGINNING; thence South 00°43'42" East along the East Right-Of-Way of Chelan County Horan Road for 944.20 feet; thence South 82°22'55" East for 397.93 feet; thence North 18°28'52" East for 168.00 feet; thence North 23°44'30" East for 347.39 feet; thence North 28°32'40" East for 204.31 feet; thence North 34°32'50" East for 275.04 feet; thence South 55°31'19" East for 133.76 feet; thence South 50°10'48" for 28.05 feet to the Westerly railroad Right-Of-Way; thence Northerly and Easterly along said railroad Right-Of-Way for 284.60 feet to the intersection of said railroad Right-Of-Way and the South line of the Olds Station Road; thence South 89°25'14" West along said South line of Olds Station Road for 1,166.68 feet to the Point of Beginning.

PARCEL 3

That portion of the Northeast Quarter of Northeast Quarter of Section 28 Township 23 North, Range 20, E.W.M. more particularly described as follows:

All of the Northeast Quarter Northeast Quarter lying Southeasterly of the Southeasterly Right-Of-Way of the railroad, Northerly of the Northerly Right-Of-Way of Olds Station Road, Westerly of the Westerly Right-Of-Way of Euclid Avenue and Southerly of the Southerly Right-Of-Way of Euclid Avenue "A Line" revised 12/93 by Chelan County Public Works. Except the deeded Right-Of-Way of Isenhart Road and the following described parcels:

PA&E CORP BLDG.

A tract of land situated in the Northeast Quarter of Section 28, Township 23 North, Range 20, E.W.M., Chelan County, Washington, more particularly described as follows: Beginning at the Northeast corner of the said Section 28; thence South 00°28'37" East along the East line of said Section 28 a distance of 498.47 feet; thence North 90°00'00" West a distance of 332.19 feet to a point curve; thence along a curve to the right having a radius of 830.00 feet, through a central angle of 4°13'17", an arc distance of 61.15 feet; thence South 39°40'05" West a distance of 314.36 feet to the Point of Beginning; thence South 39°40'05" West for 313.93 feet to a point of curve; thence 125.22 feet along a 120.00 foot radius curve to the left through a central angle of 59°47'24"; thence 46.63 feet along a 27.00 foot radius curve to the left through a central angle of 98°57'28"; thence North 60°55'13" East for 17.52 feet to a point curve; thence 179.44 feet along a 640.00 foot radius curve to the right through a central angle of 16°03'51";



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thence North 0°00'00" East for 301.10 to the Point of Beginning.

PA&E PROPERTY

A portion of the Northeast Quarter of the Northeast Quarter of Section 28, Township 23 North, Range 20, E.W.M., Chelan County, Washington, more particularly described as follows:

Commencing at the Northeast corner of Section 28 a found brass cap monument; thence South 00°34'36" East on the East line of Section 28 for 350.02 feet to a found monument in the centerline intersection of Euclid Avenue; thence continuing Northwesterly on a curve to the left with a delta angle of 63°53'34" and a radius of 99.33 feet for an arc distance of 110.77 feet; thence North 64°29'15" West for 169.78 feet to the centerline of Euclid Avenue ("A" line revised 12/93 by Chelan County) and Isenhart Avenue; thence South 23°13'11" West for 158.98 feet to a found monument in the centerline of Isenhart Avenue; thence turning 90° to the right for 30.00 feet to the Northwesterly Right-Of-Way of Isenhart Avenue and the Point of Beginning of this description; thence North 23°13'11" East for 101.91 feet to a curve to the left with a delta angle of 87°46'24" and a radius of 27.00 feet with an arc distance of 41.36 feet; thence North 64°29'15" West for 51.99 feet to a curve to the right with a delta angle of 15°43'27" and a radius of 180.00 feet for an arc distance of 49.40 feet to a point on the Southeasterly Right-Of-Way of the Burlington Northern Railroad; thence South 39°40'29" West along said railroad Right-Of-Way for 1,017.18 feet; thence South 50°19'57" East for 207.48 feet to a curve to the right on the Northwesterly Right-Of-Way of Isenhart Avenue with a delta angle of 23°40'08" and a radius of 180.00 feet for an arc distance of 74.36 feet; thence North 39°40'05" East for 628.30 feet to a curve to the left with a delta angle of 16°26'55" and a radius of 770.00 feet with an arc distance of 221.05 feet and the Point of Beginning of this description.

PARCEL 4

A parcel of land located in the Southeast Quarter of Northwest Quarter of Section 28, Township 23 North, Range 20, E. W.M., described as follows:

Commencing at the North Quarter corner of Section 28, Township 23 North, Range 20, E.W.M., a marked brass cap monument; thence South 00°52'00" East for 1,382.55 feet along the North South center line of Section 28 to the intersection of the West Right-Of-Way line of the Chelan County Road, extended, known as Horan Road; thence South 00°38'45" East for 174.17 feet along the West Right-Of-Way line extended of the Horan Road to the intersection of the East Right-Of-Way line of Primary State Highway No. 2 and the TRUE POINT OF BEGINNING for this description and marked by a 3/4" iron pipe; thence South 00°36'45" East for 835.69 feet along the West Right-Of-Way line of Horan Road to a 3/4" iron pipe at the intersection the Northerly Right-Of-Way of the



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vacated Lower Monitor Road; thence North 56°09'45" West along the Northerly Right-Of-Way line of the vacated Lower Monitor Road to a 3/4" iron pipe at the intersection with the Easterly Right-Of-Way line of Primary State Highway No. 2; thence North 10°13'45" East for 400.57 feet along the Easterly Right-Of-Way line of Primary State Highway No. 2 to a 3/4" iron pipe; thence continue Northerly along the East Right-Of-Way line of State Highway No. 2 on a curve left having a delta angle of 76°12'30" and a radius of 2,965.0 feet for 361.89 feet to a intersection with the West Right-Of-Way line of Chelan County Horan Road and the TRUE POINT OF BEGINNING.

PARCEL 5

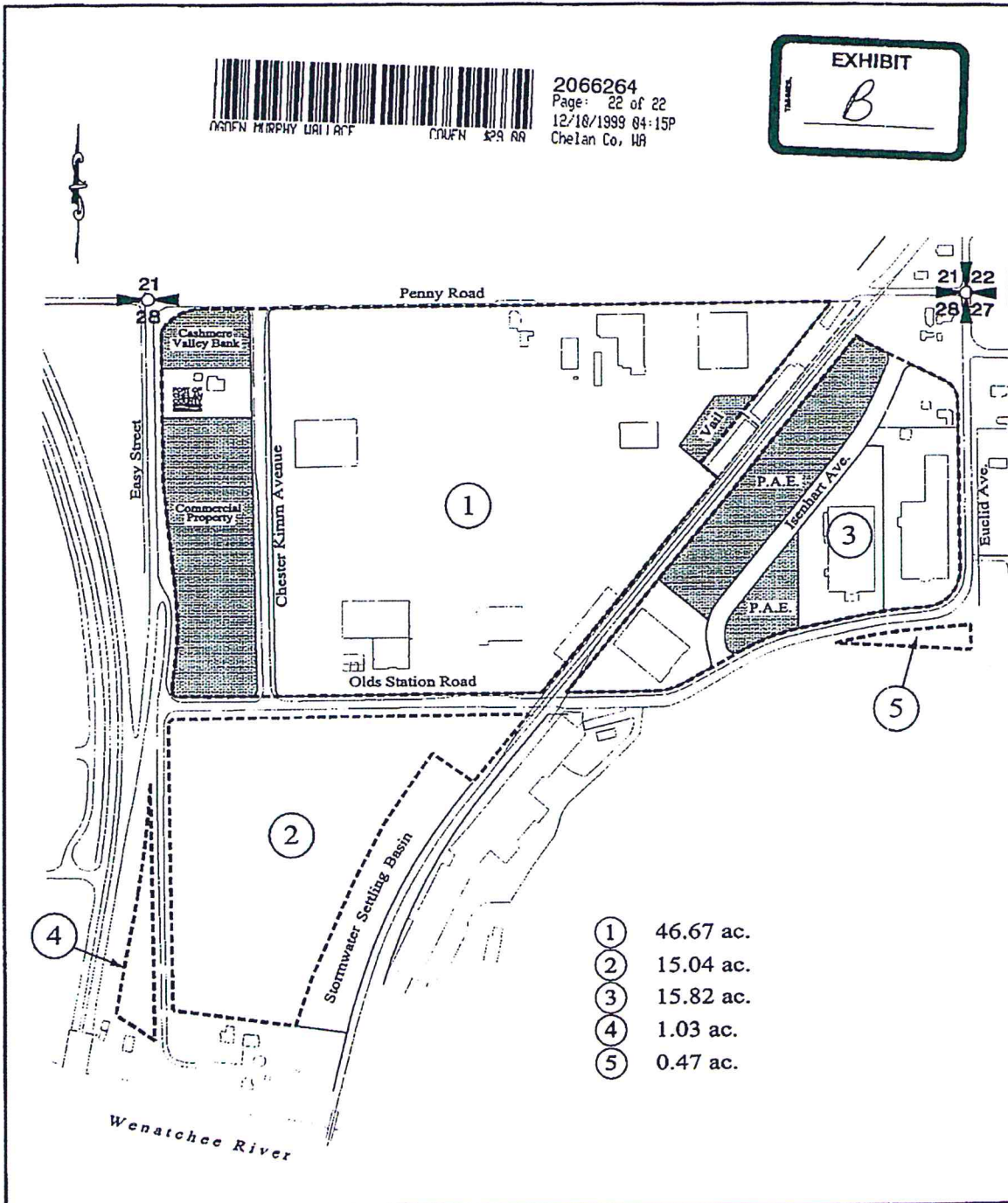
A tract of land situated in the Northeast Quarter of Section 28, Township 23 North, Range 20, E.W.M., more particularly described as follows:

Commencing at the Northeast corner of said Section 28; thence South 00°34'36" East a distance of 350.02 feet to a centerline monument case on Euclid Avenue; thence South 00°35'41" East a distance of 547.35 feet to a centerline monument case on Euclid Avenue; thence South 00°35'28" East a distance of 179.10 feet to the Northeasterly corner of Parcel 5 and the Point of Beginning; thence continuing South 00°35'28" East a distance of 81.20 feet to a found iron pipe; thence North 86°55'04" West a distance of 442.27 feet to a point on the Southerly Right-Of-Way line for Olds Station Road; thence North 78°37'38" East along said Right-Of-Way line a distance of 123.26 feet to a point of curve; thence along a curve to the right having a radius of 870.00 feet, through a central angle of 06°26'24", an arc distance of 97.78 feet to a point of tangent; thence North 85°04'02" East a distance of 224.03 feet to the Point of Beginning.



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EXHIBIT
B



- ① 46.67 ac.
- ② 15.04 ac.
- ③ 15.82 ac.
- ④ 1.03 ac.
- ⑤ 0.47 ac.

DRAWN VK	SCALE: 1"=400'
DATE 10/99	FILE.DWG SURPLUSALL

Port of Chelan Property Map





AFTER RECORDING MAIL TO:
Robert A. Kiesz
Ogden Murphy Wallace, P.L.L.C.
P.O. Box 1606
Wenatchee, WA 98807-1606

70295KW

COVER SHEET REQUIRED BY RCW 36.18 and RCW 65.04
(For Recording Purposes Only)

DOCUMENT TITLE(S) (or transactions contained therein):

1. **Supplement to Protective Covenants Olds Station Industrial Park Port of Chelan County**

REFERENCE NUMBER(S) of documents assigned or released: N/A

GRANTOR/BORROWER :

1. Port of Chelan County

GRANTEE/ASSIGNEE/BENEFICIARY:

1. The Public

ABBREVIATED LEGAL DESCRIPTION as follows: A parcel of land in the NE Quarter of the NE Quarter of Section 28, Township 23 North, Range 20, E.W.M., Chelan County, Washington

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER(S): 23-20-28-01-20; 23-20-28-01-30; 23-20-28-01-40; 23-20-28-12-01-00; 23-20-28-12-01-50; 23-20-28-11-08-00; 23-20-28-11-03-00; 23-20-28-11-03-50; 23-20-28-12-00-50; 23-20-28-11-07-00; 23-20-28-11-05-50; 23-20-28 11-02-50; 23-20-28-11-10-00; 23-20-28-11-04-00; 23-20-28-11-09-50; 23-20-28-13-00-40; 23-20-28-24-07-00.

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Chelan Co. WA

**SUPPLEMENT TO
PROTECTIVE COVENANTS
OLDS STATION INDUSTRIAL PARK
PORT OF CHELAN COUNTY**

1. Prior to December 10, 1999, the Port of Chelan County, a Washington municipal corporation ("Port"), had established but not recorded Protective Covenants for the Olds Station Industrial Park owned by the Port at Olds Station in Chelan County, Washington (the "Prior Covenants").
2. Certain entities which acquired a property interest in property owned by the Port at the Olds Station Industrial Park took such interest in that property subject to the Prior Covenants, whether the interest was an ownership or a tenancy interest, including, without limitation, the Grantee in the Statutory Warranty Deed recorded January 4, 1991, under Auditor's File No. 9101040044.
3. By its terms, the Prior Covenants are subject to amendment by the Port.
4. On December 10, 1999, under Auditor's File No. 2066264, the Port filed "Protective Covenants Olds Station Industrial Park Port of Chelan County" (the "New Covenants") which New Covenants are intended to amend, supercede, and replace the Prior Covenants as to the real property set out in the New Covenants.
5. This instrument is to clarify and to state that the Prior Covenants are amended, replaced, and superceded by the New Covenants, as to the real property described in the New Covenants.

Dated this 11 day of February, 2000.

PORT OF CHELAN COUNTY

By: 
MARK URDAHL, Manager



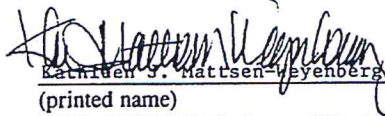
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02/19/2000 10:45A
Chelan Co. WA

STATE OF WASHINGTON)
)ss.
County of Chelan)

I certify that I know or have satisfactory evidence that Mark Urdahl is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of the Port of Chelan County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 11th day of February, 2000.




Kathryn J. Mattsen-Weyenberg
(printed name)
NOTARY PUBLIC, State of Washington
My appointment expires 7/4/01



Filed for and return to:

OGDEN MURPHY WALLACE, P.L.L.C.
1 Fifth Street, Suite 200
PO Box 1606
Wenatchee WA 98807-1606

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of or any warranty contained in the document itself.

Grantor(s): Port of Chelan County, a Washington municipal corporation
Grantee(s): Port of Chelan County, a Washington municipal corporation, and the Public
Reference Number(s) of Documents Assigned or Released or Referenced:
Abbreviated Legal Description: Parcel of land in NE 1/4 of S28, T23N, R20, EWM, Chelan County, WA
Complete or Additional Legal Description: See Exhibits to Protective Covenants recorded at AFN 2066264
Assessor's Parcel Number(s): 23-20-28-01-20; 23-20-28-01-30; 23-20-28-01-40; 23-20-28-12-01-00; 23-20-28-12-01-50; 23-20-28-11-08-00; 23-20-28-11-03-00; 23-20-28-11-03-50; 23-20-28-12-00-50; 23-20-28-11-07-00; 23-20-28-11-05-50; 23-20-28 11-02-50; 23-20-28-11-10-00; 23-20-28-11-04-00; 23-20-28-11-09-50; 23-20-28-13-00-40; 23-20-28-24-07-00

**AMENDMENT TO PROTECTIVE COVENANTS
OLDS STATION INDUSTRIAL PARK
PORT OF CHELAN COUNTY**

This Amendment is made effective as of this date to the "Protective Covenants Olds Station Industrial Park Port of Chelan County" recorded on December 10, 1999, under Chelan County Auditor's File No. 2066264, and supplement thereto recorded on February 18, 2000, under Chelan County Auditor's File No. 2069640 (the "Protective Covenants").

The Protective Covenants are hereby amended as follows:

1. The title and name of the Protective Covenants shall be amended to:

Protective Covenants Olds Station Business Park
Port of Chelan County

2. All references in the Protective Covenants to Olds Station Industrial Park shall be amended to:

Olds Station Business Park

Filed for and return to:

OGDEN MURPHY WALLACE, P.L.L.C.
Attn: Peter A. Fraley
1 Fifth Street, Suite 200
PO Box 1606
Wenatchee WA 98807-1606

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of or any warranty contained in the document itself.

Grantor(s): Port of Chelan County, a Washington municipal corporation; Wenatchee School District #246, a Washington municipal corporation
Grantee(s): Port of Chelan County, a Washington municipal corporation; Wenatchee School District #246, a Washington municipal corporation; the Public
Reference Number(s) of Documents Assigned or Released or Referenced: 2310462, 2066264
Abbreviated Legal Description: Ptn of Lot E-1 of Certificate of Exemption 2003-012, Chelan County, WA, a/k/a Parcel B, BLA 2008-50, and Ptn NE 1/4 of NE 1/4 of S28, T23N, R20, E.W.M., Chelan County, WA
Complete or Additional Legal Description on Exhibit X of Document.
Assessor's Parcel Number(s): 232028110800

**AMENDMENT TO COVENANTS, CONDITIONS
AND RESTRICTIONS
SKILLS CENTER PROPERTY
OLDS STATION, PORT OF CHELAN COUNTY ("Amendment")**

**AMENDMENT TO PROTECTIVE COVENANTS
OLDS STATION BUSINESS PARK
PORT OF CHELAN COUNTY ("Business Park Amendment")**

This Amendment to the "Covenants, Conditions and Restrictions, Skills Center Property, Olds Station, Port of Chelan County" dated August 12, 2009, and recorded at Chelan County Auditor's File No. 2310462, on August 28, 2009 (the "Covenants") is entered into this date by the Port of Chelan County, a Washington municipal corporation ("Port") and the Wenatchee School District #246, a Washington municipal corporation ("District").

This Amendment to the "Protective Covenants Olds Station Business Park Port of Chelan County" recorded on December 18, 1999 at Chelan County Auditor's File No. 2066264, and

Amendment to Covenants, Conditions and Restrictions 1
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amendments and supplements thereto (collectively, the "Business Park Covenants") is approved this date by the Port pursuant to Section 1.3 of the Business Park Covenants.

Collectively the Port and District may be referred to herein as the "Parties".

RECITALS

- A. The Covenants apply to certain real property legally described in Exhibit "A" to said Covenants (the "Property").
- B. The Port was the original owner of the Property and Declarant of the Covenants. The Port continues to own property adjacent to the Property, which property is identified and referred to in Section 1.1 of the Covenants as the "Benefitted Property."
- C. The District is the current owner of the Property subject to the Covenants.
- D. The District purchased a portion of the Benefitted Property from the Port.
- E. As a condition of the sale to the District, the Covenants must be amended as further set forth herein to reflect the purchase by the District of a portion of the Benefitted Property, the inclusion of said portion of the Benefitted Property as part of the Property subject to the Covenants, and a modification of certain setback requirements to allow "Other Improvements" as described in the Covenants to be constructed within 10 feet of common interior boundary lines.
- F. As part of the negotiations with the District to acquire a portion of the Benefitted Property from the Port, the Parties agreed that the remaining property owned by the Port would not be subject to landscaping setback requirements along the common boundary with the District.
- G. Pursuant to Section 35 of the Covenants, the Covenants may be amended by unanimous consent of the District and the Port. Pursuant to Section 1.3 of the Business Park Covenants, the Business Park Covenants may be amended by the Port.

[The remainder of this page left blank intentionally]

AGREEMENT

NOW, THEREFORE, in consideration of the covenants set forth below, and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The Recitals set forth above are incorporated herein as if set forth in full as binding commitments of the Parties.

2. Amendment to Covenants. Pursuant to Section 35 of the Covenants, the Parties hereby amend the Covenants to modify the legal description of the Property subject to the Covenants, which now includes that portion of the Benefited Property acquired by the District in a transaction recorded of even date herewith. The new legal description of the Property subject to the Covenants is as follows:

Parcel B of Chelan County Boundary Line Adjustment No. 2016-094, Chelan County, Washington, recorded of even date herewith.

A diagram of the Property, as amended by this Amendment, is set forth in Exhibit "Z" attached hereto and incorporated herein by this reference. The Property is identified on Exhibit "Z" as "NEW PARCEL B".

3. Modification of Setback Requirements In Covenants. Pursuant to Section 35 of the Covenants, the Parties agree that the second paragraph of Section 8.1 of the Covenants is hereby stricken and replaced with the following:

No Building or Other Improvement shall be constructed or placed closer than twenty-five (25) feet from Penny Road; except parking, provided the landscaping requirements of Section 12 have been satisfied. No Building or Other Improvements shall be constructed or placed closer than twenty (20) feet from a property line in common with neighboring parcels; provided however, that this setback requirement shall be reduced to 10 feet along the western boundary of the Property (which is currently a common boundary with the Port and a "property line" as defined in the Covenants); provided further that the reduced setback area must be landscaped consistent with Section 12 of the Covenants.

4. Modification of Setback Requirements in Business Park Covenants. Pursuant to Section 1.3 of the Business Park Covenants, the Port amends the Business Park Covenants by adding the following new Section 7.1.3 of the Business Park Covenants:

7.1.3 Section 7.1.1 of the Covenants shall not apply to Buildings or Other Improvements constructed by the Port, or its successor, along or near the property line shared with New Parcel B created by means of Chelan County Boundary Line Adjustment #2016-094, Chelan County, Washington, recorded of even date herewith. With regard to construction activities located to the west of this common property line there shall be no setback requirements arising under the Business Park Covenants.

5. Binding Effect. The Covenants, as amended herein, shall run with the Property and be binding upon the present and future owners of said Property, in perpetuity. The Business Park Covenants, as amended herein, shall run with the property described in the Business Park Covenants and be binding upon the present and future owners of said property, in perpetuity.

6. Ratify Covenants. Except as modified by this Amendment, the Parties hereby affirm and ratify all terms and conditions of the Covenants. In the event of a conflict between the terms of the Covenants and this Amendment, the terms and conditions associated with this Amendment shall control.

7. Counterpart signatures. This document may be signed in counterparts, each of which shall be an original, but all of which shall constitute one and the same.

Dated this 16th day of July, 2016.

PORT OF CHELAN COUNTY

WENATCHEE SCHOOL DISTRICT #246

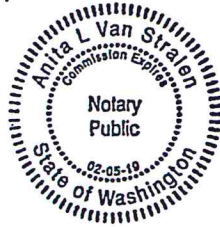
By: [Signature]
Mark Urdahl, Executive Director

By: [Signature]
Name: Brian FLORES
Title: Superintendent

STATE OF WASHINGTON)
)ss.
County of Chelan)

I certify that I know or have satisfactory evidence that Mark Urdahl is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Executive Director of the Port of Chelan County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: July 16, 2016

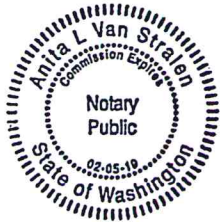


Anita L. Van Stralen (Printed name)
NOTARY PUBLIC, State of Washington
My appointment expires 2/5/19

STATE OF WASHINGTON)
)ss.
County of Chelan)

I certify that I know or have satisfactory evidence that BRIAN FLOWES is the person who appeared before me, and said person acknowledged that ~~she~~ signed this instrument, on oath stated that ~~she~~ was authorized to execute the instrument and acknowledged it as Superintendent of Wenatchee School District #246 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: July 16, 2016



Anita L. Van Stralen (Printed name)
NOTARY PUBLIC, State of Washington
My appointment expires 2/5/19

