

Filed for and return to:

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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 BUSINESS PARK  
PORT OF CHELAN COUNTY**

This Amendment is made effective as of this date to the "Protective Covenants Olds Station Business Park, Port of Chelan County" recorded on December 10, 1999, under Chelan County Auditor's File No. 2066264, the supplement thereto recorded on February 18, 2000, under Chelan County Auditor's File No. 2069640, and as amended pursuant to Amendment to Protective Covenants, Olds Station Business Park, Port of Chelan County, recorded March 30, 2005 under Chelan County Auditor's File No. 2196172 (altogether, the "Protective Covenants").

The Protective Covenants are hereby amended as set forth below:

1. A new Section 3.5 is hereby added to the Protective Covenants to read as follows:

3.5 A recycling facility or a combination recycling and transfer facility may be permitted only with the prior written consent of the Port, which consent the Port is not required to give. As part of the evaluation of a request to locate such a facility within the Park, at a minimum, the following conditions must be addressed to the satisfaction of the Port:

3.5.1 The facility and the real property upon which it is located must be wholly owned by a state or local governmental entity;

3.5.2 All recycling activities associated with the facility must occur within a building constructed consistent with the Protective Covenants;

3.5.3 No permanent or temporary outside storage, or drop-off containers, of any kind or nature, shall be allowed, provided, however, that temporary outside storage that is entirely screened from view in a lean-to or similar structure at the rear or side of the main facility may be permitted by the Port, in its sole discretion, as part of the plan review process set forth in Section 8.4, below;

3.5.4 The Port finds that the proposed facility is in furtherance of an industry cluster and other goals and policies of the Port;

3.5.5 The owner of the facility may be required to post a bond, provide insurance, or provide other security and/or an indemnity to protect the Port and neighboring properties from any environmental contamination caused by or attributable to the facility;

3.5.6 The owner of the facility shall ensure that only materials containing a low level of environmental risk shall be gathered and separated at the facility for further recycling, treatment, disposal or use at another facility located outside of the Park;

3.5.7 Any offensive smell or odor coming from the facility shall be immediately abated and corrected by the owner of the facility;

3.5.8 Landscaping requirements that are in addition to the general requirements set forth in Section 15, below, may be required by the Port as part of the plan review process set forth in Section 8, below, to screen Structures, enhance the appearance of the Park, provide an attractive and inviting development, and to mitigate any perceived impact associated with a recycling and transfer facility; and

3.5.9 Such additional terms and conditions as may be established or imposed by the Port as a condition of approval, when such a facility is sought to be constructed and plans therefore are submitted to the Port for its review and approval as set forth in Section 8.4, below.

2. Section 4.3 of the Protective Covenants is hereby stricken and replaced in its entirety with the following:

4.3 Junk yards, wrecking yards, transfer facilities, or recycling facilities, except those facilities permitted under Section 3.5 above.

This Amendment is made pursuant to Section 1.3 of the Protective Covenants. Except as set forth herein, the Protective Covenants are hereby affirmed and ratified in all respects.

ADOPTED this \_\_\_\_\_ day of February , 2009.

PORT OF CHELAN COUNTY

By:

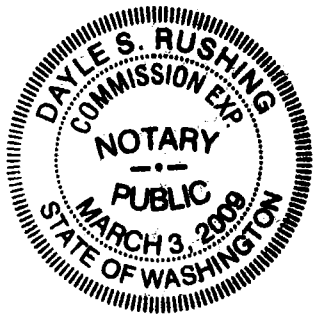


\_\_\_\_\_  
Mark Urdahl, Executive Director

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 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: Feb. 19, 2009



Dayle S. Rushing  
Dayle S. Rushing (Printed name)  
NOTARY PUBLIC, State of Washington  
My appointment expires 3-3-09