

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

062116(PAF1403406.DOC;4/00080.004029/)

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.

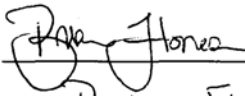
7. Counterpart signatures. This document may be signed in counterparts, each of which shall be an original, but all of which shall constitute one and the same.

Dated this 16th day of July, 2016.

PORT OF CHELAN COUNTY

WENATCHEE SCHOOL DISTRICT #246

By: 
Mark Urdahl, Executive Director

By: 
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 6 2016



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

STATE OF WASHINGTON)
)ss.
County of Chelan)

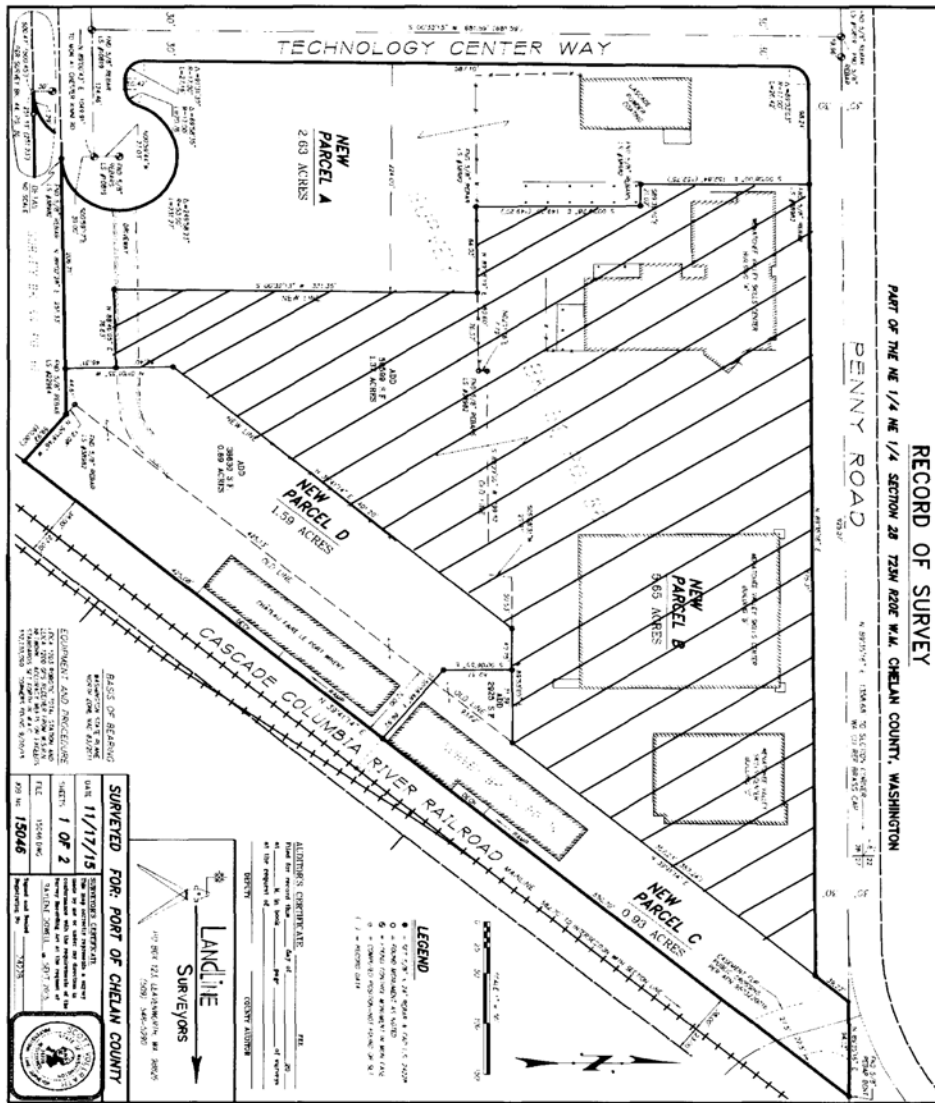
I certify that I know or have satisfactory evidence that BRIAN FLORES is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as Superintendent of Wenatchee School District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

Dated: July 6 2016



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

EXHIBIT "Z"
Diagram of Amended Property



Amendment to Covenants, Conditions
 and Restrictions
 062116(PAF1403406.DOC;4/00080.004029/)