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PIERCE COUNTY, WASHINGTON

Name & Return Address:

Jody Snyder
17925 Meridian St E
Puyallup Wa 98375

Please print legibly or type information.

Document Title(s)

Restrictive Covenants: Pierce County Recycling Comp. & Disposal

Grantor(s)

Pierce County Recycling Composting and Disposal, LLC dba LRI
Land Recovery Inc.
Pierce County

1 Additional Names on Page 1 of Document

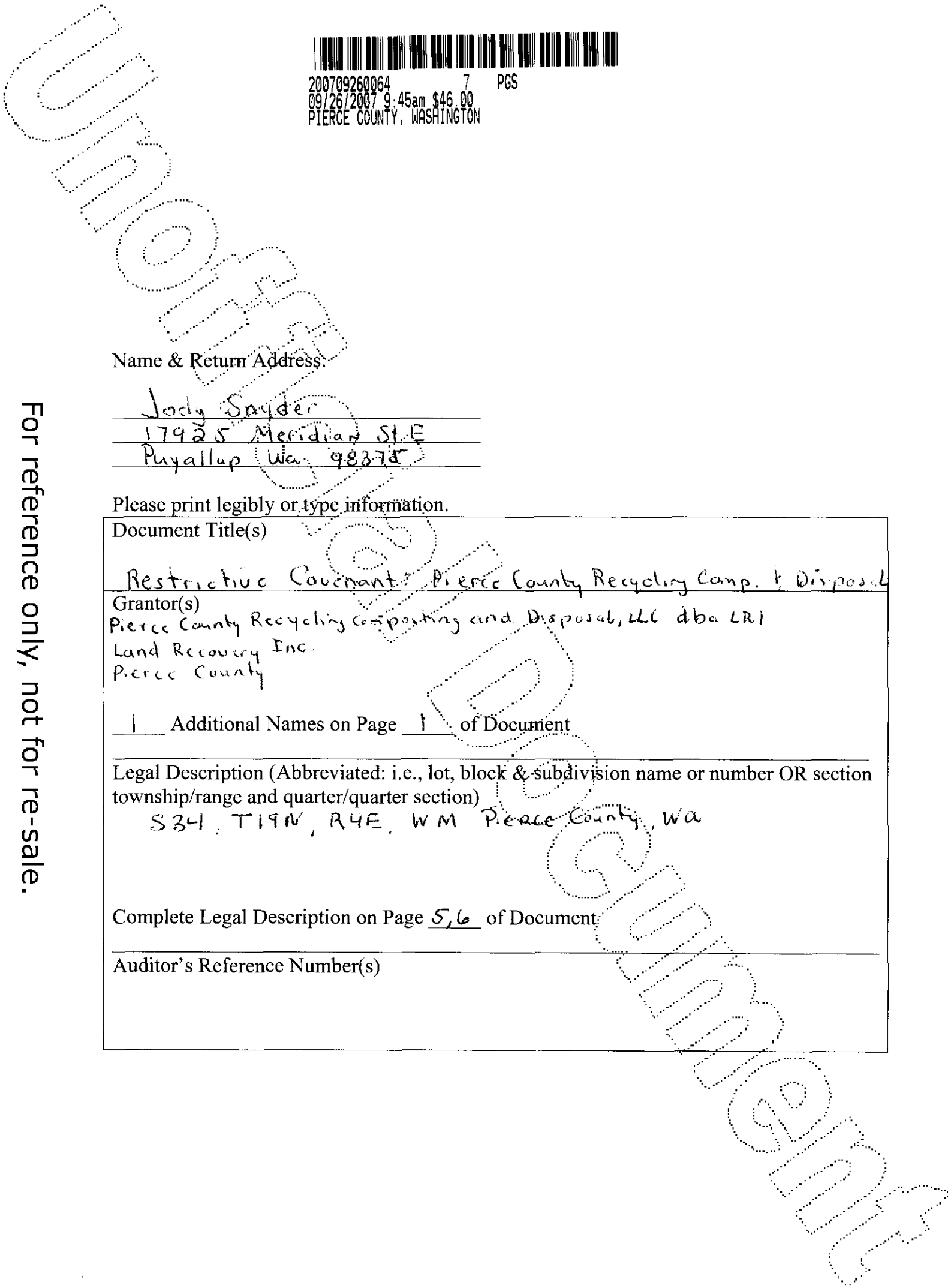
Legal Description (Abbreviated: i.e., lot, block & subdivision name or number OR section township/range and quarter/quarter section)

S34, T19N, R4E, WM Pierce County, Wa

Complete Legal Description on Page 5,6 of Document

Auditor's Reference Number(s)

For reference only, not for re-sale.



**RESTRICTIVE COVENANT
Land Recovery Incorporated**

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Pierce County Recycling, Composting and Disposal, dba LRI, f/k/a Land Recovery Incorporated, its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology").

The work that will be done to clean up the property and conduct long-term operation and maintenance (hereafter the "Cleanup Action") is described in the Consent Decree entered in *State of Washington, Department of Ecology v. Pierce County Land Recovery Incorporated and Pierce County*, Pierce County Superior Court Cause No. 03-2-14687-6, and in attachments to the Decree and in documents referenced in the Decree.

This Restrictive Covenant is required because the Cleanup Action resulted in residual concentrations of hazardous substances which exceed the Model Toxics Control Act Method B Residential Cleanup Level(s) for groundwater established under WAC 173-340-720. The undersigned, Pierce County Recycling, Composting and Disposal, d/b/a LRI, f/k/a Land Recovery Inc., is a fee owner of real property (hereafter "Property") in the County of Pierce, 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.

Pierce County Recycling, Composting and Disposal, d/b/a LRI, f/k/a Land Recovery Inc. 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. The Property shall be used only for industrial or commercial uses, as described in WAC 173-340-740(1)(c) and defined in and allowed under Pierce County's zoning regulations codified in *Development Regulations — Zoning, for Pierce County*,

Washington, Title 18A, as of the date of this Restrictive Covenant. Further, future use is restricted to only those uses which may be allowed in agreements pertaining to the properties adjacent to the Pierce County Airport. These agreements, if and when executed, will be filed with Ecology and the Pierce County Auditor.

Section 2. Existing fencing shall not be removed and shall be maintained in a condition that limits access to the property.

Section 3. No groundwater may be taken for any use from the Property, with the exception of routine monitoring required by the Consent Decree.

Section 4. Any activity on the Property, including but not limited to construction, development and related earthwork, that may result in the release or exposure to the environment of hazardous substances that remain on the Property, or create a new exposure pathway, is prohibited without prior written approval from Ecology.

Section 5. Any activity on the Property that may interfere with the integrity of the Cleanup Action and continued protection of human health and the environment is prohibited. Post-closure use of the property shall not disturb the integrity of the final cover, liners, or any other component of the containment system unless necessary to comply with requirements of Ecology.

Section 6. The Owner of the property must give thirty (30) days' 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 Cleanup Action.

Section 7. 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 8. 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 an inconsistent use only after public notice and comment.

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Section 9. The Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Cleanup Action, to take samples, to inspect remedial actions conducted at the Property, and to inspect records that are related to the Cleanup Action.

Section 10. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Restrictive 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.

PIERCE COUNTY RECYCLING, COMPOSTING AND DISPOSAL LLC, DBA LRI, F/K/A LAND RECOVERY INC.



RON MITTELSTAEDT
President, Pierce County Recycling, Composting and Disposal LLC, DBA LRI, f/k/a Land Recovery Inc.

Dated _____

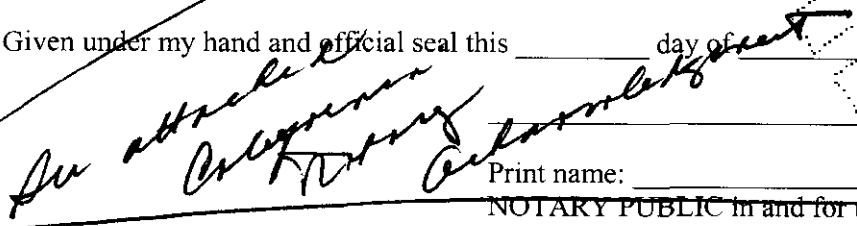
~~STATE OF CALIFORNIA~~

COUNTY OF SACRAMENTO

) SS.

On this day personally appeared before me _____, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she/he signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____



Print name: _____
NOTARY PUBLIC in and for the State of CALIFORNIA
residing at _____
My appointment expires _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Sacramento } ss.

On September 7, 2007 before me, C. Randolph, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

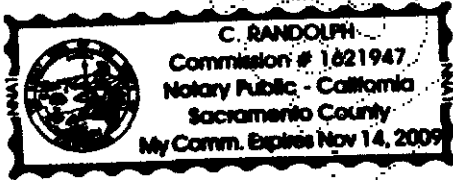
personally appeared Ronald J. Mittelstuetz
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

C. Randolph
Signature of Notary Public



OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Restrictive Covenant

Document Date: Undated Number of Pages: _____

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer

Signer's Name: Residence of Ron Mittelstuetz

- Individual
- Corporate Officer — Title(s): President
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: Pierce County Recycling, Composting and Disposal dba LLC, aka Lead Recycling Inc.

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HIDDEN VALLEY LANDFILL
LEGAL DESCRIPTION

A portion of Parcels "A" and "D", Pierce County Declaration ~~of~~
Boundary Line Revision No. 9111070509 described as follows:
That part of the North Half of the Northwest Quarter and the North
Half of the Northeast Quarter of Section 34, Township 19 North, Range 4
East, Willamette Meridian, Pierce County, Washington, lying west of
the east line of 110th Ave E vacated by Pierce County Ordinance
No. 91-85 recorded under Pierce County Auditor No. 9109100073,
AND,

that part of the North Half of the North Half of the Northwest Quarter
of Section 34, Township 19 North, Range 4 East, Willamette Meridian,
Pierce County, Washington lying east of the east line of 110th Ave E
vacated by Pierce County Ordinance 91-85 recorded under Pierce County
Auditor No. 9109100073,
AND,

that part of Northwest Quarter and of the Northeast Quarter of Section
34, Township 19 North, Range 4 East, Willamette Meridian, and a
portion of 110th Ave East vacated by Pierce County Ordinance No. 91-85
recorded under Pierce County Auditor No. 9109100073, Pierce County
Washington, described as follows: Beginning at the intersection of the
north line of the South Half of said Northwest Quarter with the east
right-of-way line of SR 161 said right-of-way line being parallel with
and 75 feet east of the west line of said Northwest Quarter; thence
South 00°27'39" West (bearing meridian is Pierce County Record of
Survey 8803210291) along said right-of-way line 30.00 feet; thence
South 89°49'25" East, 1305.00 feet parallel with said north line of
the South Half; thence South 44°49'24" East, 42.43 feet; thence
South 89°49'25" East, 1275.99 feet; to a line parallel with and 30 feet
east of the east line of said Northwest Quarter; thence North 00°49'54" East,
506.52 feet along said parallel line to the easterly line of said vacated 110th
Ave East; thence westerly and southerly along said easterly line of
vacated 110th Ave East to said north line of the South Half, thence
North 89°49'25" West, 2032.37 feet to the Point of Beginning,
AND,

the South 300 feet of the West 950 feet of the Southwest Quarter of
Section 27, Township 19 north, Range 4 East, Willamette Meridian,
Pierce County, Washington, EXCEPT that portion conveyed to the State
of Washington by instrument dated March 25, 1958 and recorded April
23, 1958 under Auditor's Fee No. 1815798 together with access thereto
on permanent right-of-way or easement,
AND,

that part of the Southwest Quarter of Section 27, Township 19 North
Range 4 East, Willamette Meridian, Pierce County, Washington, and
110th Ave East vacated by Pierce County Ordinance 91-85 and recorded
under Pierce County Auditor No. 9109100073, described
as follows:

Beginning at the southeast corner of said Southwest Quarter; thence
North 89°46'38" West (bearing meridian from the west line of Section
34 as shown on Pierce County Record of Survey 8602210358) 860.02 feet
along the south line of said subdivision to the east line of that
tract of land conveyed to Pierce County described in Exhibit One of
Statutory Warranty Deed recorded under No. 8010140264, records of the
Pierce County Auditor; thence North 00°35'37" East, 143.63 feet along
said east line to intersect the arc of a curve to the left having a

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Hidden Valley (cont'd)

radius point which bears North $10^{\circ}56'18''$ West, 1250 feet; thence Northeasterly along the arc of said curve to the left through a central angle of $14^{\circ}29'59''$ a distance of 316.34 feet to a point of tangency; thence North $64^{\circ}33'44''$ East, 115.92 feet; thence South $89^{\circ}46'38''$ East, 457.19 feet parallel with the south line of said Southwest Quarter to the east line of said subdivision; thence South $00^{\circ}36'29''$ West, 293.47 feet to the Point of Beginning.
Subject to Easements.
(Containing 92.17 acres, more or less)

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