



**Return to:** Clerk of the Board of County Commissioners  
Spokane County  
1116 W. Broadway  
Spokane, Washington 99260

Document Title: Declaration of Restrictive Covenants Running with the Land

Grantor: Spokane County

Grantee(s): Washington State Department of Ecology and the United States Environmental Protection Agency

Legal Description: S.E. ¼ of the S.E. ¼ of Section 3, Township 27N, Range 43E.W.M., lying West of Elk-Chattaroy Rd. and North of Big Meadows Rd.; Tax Parcel # 37034.9009.

Authorized by Resolution No. 1988-0950

### **DECLARATION OF RESTRICTIVE COVENANTS RUNNING WITH THE LAND**

This Declaration of Restrictive Covenants is made pursuant to RCW 70.105D.030(1)(f) and (g), and WAC 173-340-440 by Spokane County, its successors and assigns. The Washington State Department of Ecology ("Ecology"), its successors and assigns, and the United States Environmental Protection Agency ("EPA"), and its successors and assigns, have ordered this restrictive covenant be placed on the Property in conjunction with Consent Decree No. C-89-033-RJM (hereinafter referred to as the Consent Decree).

The property that is the subject of this Declaration of Restrictive Covenants is the subject of remedial action under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"). The work that has been completed to continue to clean up the property and conduct long-term operation and maintenance (hereinafter referred to as "Cleanup Action") is described in Consent Decree No. C-89-033-RJM, in attachments to the Decree, and in documents referenced in the Consent Decree. This Declaration of Restrictive Covenants is also required by Ecology under Ecology's rule WAC 173-340-440.

The Declarant, Spokane County, is the fee owner of real property, hereinafter referred to as "Property," situated in Spokane County, Washington that is the subject of this Declaration of Restrictive Covenants. The Property is commonly known as the Colbert Landfill and is legally described as follows:

S.E. ¼ of the S.E. ¼ of Section 3, Township 27N, Range 43E.W.M., lying West of Elk-Chattaroy Rd. and North of Big Meadows Rd.

Tax Parcel # 37034.9009.

A depiction of the Property identified as "Spokane County" is set forth in Attachment "A" hereto.

This Declaration of Restrictive Covenants shall pertain to this property excluding any right of way.

The Declarant, Spokane County, makes the following declarations 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 claiming under them, including all current and future owners of any portion of or interest in the Property (hereinafter referred to as "Owner").

**SECTION NO. 1:**

No wells may be drilled, nor groundwater extracted, for any use, except for purpose of the Cleanup Action within the Property as required by the Consent Decree.

**SECTION NO. 2:**

The Owner of the Property shall maintain fences and locked gates around the property and shall perform regular inspections to assure that the restrictions on access to the Property are effective.

**SECTION NO. 3:**

No person shall engage in any activity within the boundaries of the Property that may result in the release of hazardous substances which were contained in the remedial action. Construction activities encompassing footings, utilities, pilings, parking areas or other requirements associated with ground level structures, shall be deemed non-interference activities within the meaning of this section, so long as such activities do not involve any ground disturbance more than 45 feet below the existing surfaces.

**SECTION NO. 4:**

The Owner shall prohibit any activity on the Property that would threaten the structural integrity of the landfill cap or otherwise interfere with the Cleanup Action, operation and maintenance, monitoring, or other measures necessary to assure the integrity of the remedial action and continued protection of human health and the environment.

**SECTION NO. 5:**

The Owner must give written notice to Ecology, EPA, or to a successor agency, of the Owner's intent to convey any interest in the Property at least thirty (30) days prior to such conveyance. 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 on the Property.

**SECTION NO. 6:**

The Owner shall include in any lease of the Property provisions restricting uses and activities under such Lease to those consistent with these covenants.

**SECTION NO. 7:**

In the event that the Owner proposes to use the Property in a manner which is inconsistent in any way with these restrictive covenants, such person must give prior written notice to Ecology of its proposal. No person shall use the Property in any manner inconsistent with these restrictive covenants without prior written consent of Ecology or EPA. If Ecology and/or EPA after public notice and comment approve the proposed change, the proposed change to the restrictive covenant shall be amended to reflect the change.

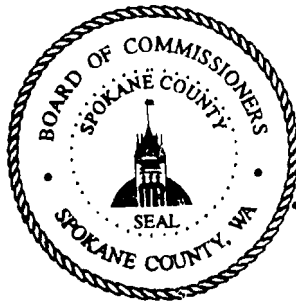
**SECTION NO. 8:**

Ecology and its designated representatives, and EPA and its designated representatives shall have the right to enter the Property at reasonable times for the purpose of evaluating compliance with the Consent Decree, including the right to take samples, inspect any remedial actions taken on the property, inspect records, and to observe compliance with these restrictive covenant provisions.

**SECTION NO. 9:**


The Owner reserves the right under WAC 173-340-440(12) to record an instrument that provides that this Declaration of Restrictive Covenants shall no longer be of any further force or effect. However, such an instrument may be recorded only with the consent of Ecology or its successor agency and if EPA concurs. Ecology or its successor agency and EPA may consent to the recording of such an instrument only after appropriate public notice and opportunity for comment to occur.

**IN WITNESS WHEREOF**, Declarant has caused this instrument to be signed and sealed on its behalf by its officers thereunto duly authorized this 15th day of September, 2009.

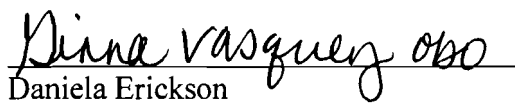


BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE, COUNTY, WASHINGTON

  
TODD MIELKE, CHAIR

  
MARK RICHARD, VICE CHAIR

ATTEST:  
CLERK OF THE BOARD

  
Daniela Erickson  
(Authorized under Res. No. 1988-0950)

  
BONNIE MAGER, COMMISSIONER

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this 16th day of September, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **TODD MIELKE, MARK RICHARD, AND BONNIE MAGER**, to me known to be the individual(s) that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said individual(s), for the uses and purposes therein mentioned, and on oath stated that he/she were authorized to execute said instrument, and that the seal affixed is the seal of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first written above.



Ginna Y. Vasquez  
NOTARY PUBLIC in and for the State of  
Washington, residing at Spokane.  
My commission expires: Jan 30, 2012

ATTACHMENT "A"

