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RETURN ADDRESS

Clark County Public Works - Solid Waste

PO Box 9810

Vancouver, WA 98666-9810

Please print neatly or type information

Document Title(s)

Subordination Agreement

Reference Number(s) of related documents:

5133631 9804090180

Additional Reference #'s on page ____

Grantor(s) (Last name, First name and Middle Initial)

Waste Connections of Washington, Inc.

Additional grantors on page ____

Grantee(s) (Last name, First name and Middle Initial)

Clark County

Additional grantees on page ____

Legal Description: (abbreviated form: i.e. lot, block, plat or section township, range, quarter/quarter)

#14 JAMES MCALLISTER DLC 3.50 A #28 #26 JAMES MCALLISTER DLC 5 83A, #29 #37 JAMES MCALLISTER DLC 6.70A

Additional legal is on page ___

Assessor's Property Tax Parcel/Account Number

199846000 199859000 199860000

Additional parcel #'s on page ___

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording process may cover up or otherwise obscure some part of the text of the original document.

Joelle Loescher

Signature of Requesting Party

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SUBORDINATION AGREEMENT

KNOW ALL PERSONS, That Waste Connections of Washington, Inc., the owner and holder of that certain Statutory Warranty Deed bearing the date the 29th day of December, 2014, executed by Leichner Brothers Land Reclamation Corporation, a Washington corporation, and recorded in the office of the County Auditor of Clark County, State of Washington, on December 31, 2014, under Auditor's File Number 5133631 D, does hereby agree that said Instrument shall be subordinate to the interest of the State of Washington, Department of Ecology, under the environmental (restrictive) covenant dated April 9, 1998, executed by Leichner Brothers Land Reclamation Corporation, and recorded in Clark County, Washington under Auditor's File Number 9804090180.

Signature: _____

by: Derek Ranta

Title: District Manager

Dated: 12-10-24

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CORPORATE ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF Clark

On this 10th day of December, 2024 I certify that Derek Ranta personally appeared before me, acknowledged that **he/she** is the District Manager of the corporation that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that **he/she** was authorized to execute said instrument for said corporation.

D Michele McDonough
Notary Public in and for the State of Washington [16]
Residing at Vancouver, WA
My appointment expires 2-24-28

Notary Public
State of Washington
D. Michele McDonough
Commission Number 137889
Commission Expires 02-24-28

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Ecopy

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
Southwest Region Office
PO Box 47775, Olympia, WA 98504-7775 • 360-407-6300

November 21, 2024

Derek Ranta
Waste Connections of Washington, Inc.
9411 NE 94th Ave
Vancouver, WA 98662
derek.ranta@wasteconnections.com

Re: Notification of Remaining Contamination and Environmental Restrictions

- **Site Name**: Leichner Brothers Landfill
- **Site Address**: 9411 NE 94th Ave, Vancouver, Clark County, WA 98662
- **Facility Site ID #**: 1017
- **Cleanup Site ID #**: 3019

To Derek Ranta:

The Washington State Department of Ecology (Ecology) has been informed that Waste Connections of Washington, Inc. is the current owner of parcels 199846000, 199859000, and 199860000 located at 9215 and 9411 NE 94th Ave in Vancouver, WA. Ecology wants you to know there has been environmental cleanup actions at this property, which is part of the site listed above (Site). While the formal cleanup process at the Site is being undertaken by potentially liable parties pursuant to a Consent Decree, and its associated amendments (see included Consent Decree and associated amendments), contamination remains on the parcels, and there are environmental restrictions in place to ensure the cleanup remains effective. Long-term monitoring of groundwater and landfill gas is also ongoing at the Site.

While you can continue to use your property, if your activities involve pumping of groundwater or interference with the cleanup action, your workers could encounter contaminated groundwater and/or landfill gas and potentially be put at risk. Ecology wants to ensure you are aware the property has remaining contamination requiring environmental restrictions to protect human health and the environment. Because of the remaining contamination and environmental restrictions, Ecology encourages you to discuss any proposed activities at the property with Ecology representatives, so they can assist you in safely conducting your activities. **Attached to this letter is a Subordination Agreement which we are requesting you sign. Please review it and contact Ecology with any questions.**

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What are the Environmental Restrictions?

Environmental restrictions are rules about the kinds of activities permitted at a property that is part of a site. Environmental restrictions are outlined in a document called an environmental or restrictive covenant, which is attached to a property title and recorded with the County. The restrictive covenant for this property is included with this letter and reflects that the landowner has agreed to restrictions on these kinds of activities:

1. No groundwater may be taken for domestic purposes from any well on the property.
2. Any activity on the property that may interfere with the cleanup action is prohibited. Any activity on the property that may result in the release of a hazardous substance that was contained as part of the cleanup action is prohibited, unless allowed under the terms of a National Pollutant Discharge Elimination System (NPDES) or state waste discharge permit.
3. The owner of the property must give written notice to Ecology, or to a successor agency, of the owner's intent to convey any interest in the property. No conveyance of title, easement, lease, or other interest in the property may be consummated by the owner without adequate and complete provision for the continued operation, maintenance, and monitoring of the cleanup action.
4. The owner of the property must notify and obtain approval from Ecology, or from a successor agency, prior to any use of the property that is inconsistent with the terms of the restrictive covenant. Ecology or its successor agency may approve such a use only after public notice and opportunity for comment, and only if the proposed use will not threaten human health or the environment.
5. The owner of the property shall allow authorized representatives of Ecology, or of a successor agency, the right to enter the property in accordance with the terms set forth in Section IX of the Consent Decree for the purposes of evaluating compliance with the terms of the Consent Decree and the Cleanup Action Plan, to take samples, to inspect cleanup action taken at the property, and to inspect records that are related to the cleanup action.
6. The owner of the property and the owner's assigns and successors in interest reserve the right under WAC 173-340-440 to record an instrument providing that the 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 with the consent of Ecology, or of a successor agency. Ecology or a successor agency may consent to the recording of such an instrument only after public notice and comment, and only if all of the Defendant's obligations under the Consent Decree have been satisfactorily completed.

If the restrictions are followed, the cleanup will protect people and the environment from contamination. If the restrictions are not followed, people or the environment could be exposed to contamination. In that case, repairs or additional remedial actions may be required.

Ecology will review this Site every 5 years, as resources permit, to make sure the cleanup and environmental restrictions still protect human health and the environment.

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Worker Safety

Protection of workers from contamination is very important. Before beginning construction or maintenance at this property, call your Ecology regional office at (360) 407-6300 and ask to speak to someone in the Toxics Cleanup Program. Ecology can help you understand the specific restrictions for the property and how to make sure any activity you conduct will be done safely. The included maps illustrate the location of the Site, contamination at the Site, and the location of monitoring wells and landfill gas probes on the Site including those on your property.

Site History

Additional Site history describing the contamination, investigation, and cleanup is included with this letter (Consent Decree which includes a Cleanup Action Plan as Exhibit B).

Questions?

Please call me at (360) 409-6164 or email me at danielle.gibson@ecy.way.gov if you have any questions about this letter.

Sincerely,

Danielle Gibson
Site Manager/UECA Coordinator
Toxics Cleanup Program

Southwest Region Office

Enclosures (5):
A - Subordination Agreement
B - Consent Decree
C - Amendment No. 1 to Consent Decree
D – Second Amendment to Consent Decree
E – Restrictive Covenant
F - Figures

cc by email:
Mike Davis, Clark County, mike.davis@clark.wa.gov
Tina Kendall, Clark County, tina.kendall@clark.wa.gov
Joelle Loescher, Clark County, joelle.loescher@clark.wa.gov
Amanda Migchelbrink, Clark County, amanda.migchelbrink@clark.wa.gov
Victoria Banks, Office of the Attorney General, victoria.banks@atg.wa.gov
Connie Groven, PE, Ecology, connie.groven@ecy.wa.gov
Ecology Site File

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Enclosure A

Subordination Agreement

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SUBORDINATION AGREEMENT

KNOW ALL PERSONS, That Waste Connections of Washington, Inc., the owner and holder of that certain Statutory Warranty Deed bearing the date the 29th day of December, 2014, executed by Leichner Brothers Land Reclamation Corporation, a Washington corporation, and recorded in the office of the County Auditor of Clark County, State of Washington, on December 31, 2014, under Auditor's File Number 5133631 D, does hereby agree that said Instrument shall be subordinate to the interest of the State of Washington, Department of Ecology, under the environmental (restrictive) covenant dated April 9, 1998, executed by Leichner Brothers Land Reclamation Corporation, and recorded in Clark County, Washington under Auditor's File Number 9804090180.

Signature: _____

by: _____

Title: _____

Dated: _____

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CORPORATE ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20__, I certify that _____ personally appeared before me, acknowledged that **he/she** is the _____ of the corporation that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that **he/she** was authorized to execute said instrument for said corporation.

_____
Notary Public in and for the State of Washington [16]
Residing at _____
My appointment expires _____

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Enclosure B

Consent Decree

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR THE COUNTY OF CLARK

STATE OF WASHINGTON,
DEPARTMENT OF ECOLOGY,

Plaintiff,

v.

LEICHNER BROTHERS LAND
RECLAMATION CORPORATION,

Defendant.

96 2 03081 7

NO. _____

CONSENT DECREE

COPY
ORIGINAL FILED
JUL 17 1996
JoAnne McBride, Clerk, Clark Co.

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ATTORNEY GENERAL OF WASHINGTON
Ecology Division
PO Box 40117

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Exhibit A - Site Diagram
Exhibit B - Cleanup Action Plan
Exhibit C - Restrictive Covenant
Exhibit D - Option Agreement
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Exhibit F - Public Participation Plan

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Olympia WA 98504-0117

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INTRODUCTION

A. In entering into this Consent Decree (Decree), the mutual objective of the Washington State Department of Ecology (Ecology), and Leichner Brothers Land Reclamation Corporation (Leichner) is to provide for remedial action at a facility where there has been a release or threatened release of hazardous substances, and to protect the public health, welfare, and environment. To accomplish these objectives and to resolve the matter constructively and without litigation, Leichner consents to the actions required by this Decree.

B. The Complaint in this action is being filed simultaneously with this Decree. An answer has not been filed, and there has not been a trial on any issue of fact or law in this case. However, the Parties wish to resolve the issues raised by Ecology's complaint. In addition, the Parties agree that settlement of these matters without litigation is reasonable and in the public interest and that entry of this Decree is the most appropriate means of resolving these matters.

C. In signing this Decree, Leichner agrees to its entry and agrees to be bound by its terms.

D. By entering into this Decree, the Parties do not intend to discharge nonsettling Parties from any liability they may have with respect to matters alleged in the complaint. Leichner and Ecology retain the right to seek reimbursement; in whole or in part from any responsible entities for sums expended for remedial action at the Site.

E. Except in proceedings between the Parties regarding the interpretation or enforcement of this Decree, this Decree shall not (a) be construed as proof of liability or responsibility for any releases of hazardous substances or costs of remedial action, nor an admission of the factual or legal statements or determinations herein, or (b) be admissible in any judicial or administrative proceeding as proof of liability or an admission of any fact dealt with herein.

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F. The Court is fully advised of the reasons for entry of this Decree, and good cause having been shown:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

I. JURISDICTION

A. This Court has jurisdiction over the subject matter and over the Parties pursuant to chapter 70.105D RCW, the Model Toxics Control Act (MTCA). Venue is properly laid in Clark County, the location of the property at issue.

B. Authority is conferred upon the State of Washington Attorney General by RCW 70.105D.040(4)(a) to agree to a settlement with any potentially liable party if, after public notice and hearing, Ecology finds the proposed settlement would lead to a more expeditious cleanup of hazardous substances in compliance with cleanup standards under RCW 70.105D.030(2)(d). RCW 70.105D.040(4)(b) requires that such a settlement be entered as a consent decree issued by a court of competent jurisdiction.

C. Ecology has given notice to Leichner, as provided in RCW 70.105D.020(15), of Ecology's determination that Leichner is a potentially liable person with respect to the Site and that there has been a release or threatened release of hazardous substances at the Site.

D. Ecology has determined that past activities at the Site have given rise to a release of hazardous substances, which requires remedial action pursuant to chapter 70.105D RCW.

E. The actions to be taken pursuant to this Decree are necessary to protect the public health, welfare, and the environment.

F. By entering into this Decree, Leichner agrees not to challenge the jurisdiction of Ecology in any proceeding to enforce this Decree. Leichner has agreed to voluntarily undertake the actions specified in this Decree and consents to the issuance of this Decree, pursuant to chapter 70.105D RCW.

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Olympia, WA 98504-0117

II. PARTIES BOUND

This Decree shall apply to and be binding upon the signatories to this Decree (Parties), their successors and assigns. The undersigned representative of each party hereby certifies that he or she is fully authorized to enter into this Decree and to execute and legally bind such party to comply with the Decree. Leichner agrees to undertake all actions required by the terms and conditions of this Decree and not to contest state jurisdiction in any proceeding to enforce this Decree. No change in ownership or corporate status shall alter the responsibility of Leichner under this Decree. Leichner shall make a copy of this Decree available to each of its agents, including all contractors and subcontractors retained to perform work contemplated by this Decree, and shall condition any contract for such work on compliance with this Decree.

III. DEFINITIONS

A. Decree: Refers to this Consent Decree and each of the exhibits to the Decree. All exhibits are integral and enforceable parts of this Consent Decree.

B. Parties: Refers to the Washington State Department of Ecology or its successor and Leichner Brothers Land Reclamation Corporation.

C. Site: Refers to the Leichner Brothers Land Reclamation Corporation landfill located near Vancouver, Washington and surrounding areas where hazardous substances have come to be located. The Site is more particularly described in Exhibit A to this Decree, which is a detailed site diagram. By this reference, Exhibit A is incorporated into this Decree.

D. Non-privileged: Refers to documents not protected by any evidentiary privilege recognized under Washington or federal law.

E. Unless otherwise specified, the definitions set forth in WAC 173-340-200 control the meaning of the terms used in this Decree.

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IV. STATEMENT OF FACTS

For purposes of entering this Decree only, the Parties agree the pertinent facts regarding the history of and previous investigations at this Site are set forth in Sections 1, 2, 3, and 4 of the Cleanup Action Plan (CAP), which is attached to this Decree as Exhibit B. By this reference, Exhibit B is incorporated into this Decree.

V. WORK TO BE PERFORMED

A. This Decree contains a program designed to protect the public health and welfare and the environment from the known release, or threatened release, of hazardous substances at, on, or from the Site. A series of remedial actions completed by Leichner is described in the CAP, attached to this Decree as Exhibit B.

↳ Cleanup Action Plan

B. Leichner agrees not to perform any remedial actions outside the scope of this Decree unless the Parties agree to amend the Decree to cover such actions.

C. All work conducted under this Decree shall be done in accordance with chapter 173-340 and chapter 173-304 Washington Administrative Code, unless otherwise provided herein.

D. Leichner shall comply with the terms of the post-closure permit to be issued by the Southwest Washington Health District ("Health District"). If the Health District has not issued the permit by September 1, 1996, then Ecology will amend the CAP to include post-closure requirements for the landfill. In addition, no later than thirty (30) days after the effective date of this Decree, Leichner shall submit a compliance monitoring plan to Ecology for review and approval. The compliance monitoring plan shall be prepared as outlined in WAC 173-340-410, and shall include a sampling and analysis plan that meets the requirements of WAC 173-340-820. When approved, Leichner shall comply with the Plan.

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PO Box 40117
[illegible] WA 98504-0117

VI. ROLE OF HEALTH DISTRICT

A. The Southwest Washington Health District has regulated the operation and closure of the Site under the state Solid Waste Management Act, chapter 70.95 RCW, and its implementing regulations. The Health District intends to issue a post-closure permit for the Landfill, which will require groundwater monitoring, surface water monitoring, gas monitoring, and maintenance of the facility, facility structures, and monitoring systems.

B. Because of the Health District's familiarity with and expertise relative to this Site, Ecology will delegate certain of its duties under this Decree to the District. Among other duties, the Health District will review quarterly groundwater monitoring data submitted by Leichner. Ecology and the Health District will enter into a Memorandum of Understanding that describes in greater detail the duties that the Health District will perform in the implementation of this Decree. Despite this delegation, Ecology remains responsible for ensuring compliance with the terms of the Decree.

VII. DESIGNATED PROJECT COORDINATORS

A. On or before the entry of this Decree, Ecology and Leichner shall each designate a project coordinator. Each project coordinator shall be responsible for overseeing the implementation of this Decree. To the maximum extent possible, communications between the Parties and all documents, including reports, approvals, and other correspondence concerning the activities performed pursuant to the terms and conditions of this Decree, shall be directed through the project coordinators. The project coordinators may designate, in writing, working level staff contacts for all or portions of the implementation of the remedial action required by this Decree.

B. Any party may change its project coordinator. Written notification shall be given to the other party, in writing, at least ten (10) days prior to the change.

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PO Box 40117

C. The project coordinator for Ecology is:

Rebecca Lawson, P.E.
510 Desmond Drive
P.O. Box 47775
Olympia, WA 98504-7775
Phone: (360) 407-6255
FAX: (360) 407-6305

D. The project coordinators for Leichner are:

Kevin Lakey
EMCON
18912 North Creek Parkway
Suite 100
Bothell, WA 98011
Phone: (206) 485-5000
FAX: (206) 486-9766

Craig Leichner
Leichner Brothers Land Reclamation Corp.
9411 NE 946th Avenue
Vancouver, WA 98666
Phone: (360) 892-9594
FAX: (360) 892-8471

VIII. PERFORMANCE

All work performed pursuant to this Decree shall be under the direction and supervision, as necessary, of a professional engineer registered with the State of Washington or certified hydrogeologist, or equivalent, with experience and expertise in hazardous waste site investigation and cleanup. Leichner shall notify Ecology in writing of the identity of such engineer(s) or hydrogeologist(s), and of any contractors and subcontractors to be used in carrying out the terms of this Decree, in advance of their involvement at the Site. Such notice shall include a summary of the qualifications of each engineer, hydrogeologist, contractor, and subcontractor.

IX. ACCESS

Within twenty-four (24) hours of receiving a request for access, Leichner shall provide Ecology, the Health District, and their authorized representatives, entry and access to all property at the Site at all reasonable times for the purposes of, among other things:

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Ecology Division
PO Box 40117

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inspecting non-privileged records, operation logs, contracts, plans, specifications, engineering designs, files, photographs, documents, and other writings, including all sampling and monitoring data, related to remedial action being performed pursuant to this Decree; reviewing the progress in carrying out the terms of this Decree; conducting tests or collecting samples as Ecology or the Health District may deem necessary; using a camera, sound recording, or other documentary type equipment to record work done pursuant to this Decree; and verifying the data submitted to the Health District and Ecology by Leichner. Leichner shall permit any Ecology- or Health District-authorized representative to copy all non-privileged records, files, photographs, documents, and other writings related to remedial action performed pursuant to this Decree, whether located at the Site or elsewhere. All Parties with access to property at the Site pursuant to this paragraph shall comply with approved safety and health plans. Should Leichner fail at any time to provide Ecology or the Health District access under the terms set forth above, then Leichner shall immediately provide to Ecology and the Health District keys allowing access to the Site, including locked well covers at the Site. Provided, however, that except in an emergency, Ecology and the Health District shall still be required to provide Leichner twenty-four (24) hours notice prior to entry onto the Site.

X. SAMPLING, DATA REPORTING AND AVAILABILITY

A. Leichner shall make the quality assured results of all sampling, laboratory reports, and test results generated by it or on its behalf pursuant to this Decree available to the Health District and Ecology. Leichner shall submit quality-assured results or, upon request, raw data, in periodic progress reports as provided in Section XI. of this Decree.

B. Leichner shall allow Ecology or its authorized representative to take splits or duplicates of any samples collected by Leichner pursuant to this Decree. Except in cases of emergency, Leichner shall notify Ecology five (5) working days in advance of any sample collection at the Site not scheduled in the compliance monitoring plan. In cases of

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PO Box 40117
Olympia WA 98504-0117

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emergency, Leichner shall notify Ecology as soon as possible (and prior to sampling, if practical) of the nature of the emergency and of the type of samples collected. Ecology shall, upon request, allow Leichner or its authorized representative to take splits or duplicates of any samples collected by either of them pursuant to this Decree. All sampling shall be conducted in accordance with the approved sampling and analysis plans. To the extent practicable, and without limitation on Ecology's rights under Section IX, Ecology shall endeavor to notify Leichner five (5) days prior to any planned sample collection activity.

XI. PROGRESS REPORTS

Leichner shall submit to Ecology and the Health District periodic written progress reports that describe the actions taken during the reporting period to implement the requirements of this Decree. The progress reports shall include detailed documentation of any activity conducted on-site, including all quality-assured data and, if requested, raw data received by Leichner during the previous reporting period. All progress reports shall be submitted by the tenth day of the reporting period in which they are due after the effective date of this Decree. Progress reports shall be submitted on a frequency set forth in the approved compliance monitoring plan. Unless otherwise specified, progress reports and any other documents submitted pursuant to this Decree shall be sent by U.S. mail to Ecology's project coordinator at the address given in Section VI.

XII. RETENTION OF RECORDS

Leichner shall preserve, for the duration of this Decree and for ten (10) years from the date of issuance of the notice as provided in Section XXIX, all records, reports, documents, and underlying data in its possession relevant to the implementation of this Decree, and shall insert in contracts with project contractors the same record retention requirement. Upon request by Ecology, Leichner shall make all non-privileged records available to Ecology and shall allow access for review of non-privileged, non-archived

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documents. Archived non-privileged documents shall be made available within a reasonable time.

XIII. TRANSFER OF INTEREST IN PROPERTY

A. No voluntary conveyance or relinquishment of title, easement, leasehold, or other interest in any portion of the Site may be consummated without provision for continued operation and maintenance of any containment system, treatment system, and monitoring system installed or implemented pursuant to this Decree.

B. Prior to transfer of any legal or equitable interest in all or any portion of the Site, Leichner shall serve a copy of this Decree, including all exhibits, upon any prospective purchaser, lessee, transferee, assignee, or other successor in interest of the property; and, at least thirty (30) days prior to any transfer, Leichner shall notify Ecology of said contemplated transfer. The Parties acknowledge that Leichner has entered into an option agreement with Clark County to convey that property within the Site (as more specifically described in Exhibit D, attached hereto and by this reference incorporated herein) to Clark County at Clark County's option, upon issuance by the Health District of a certificate of completion of post-closure pursuant to WAC 173-304-407(7)(c). The parties acknowledge that the Disposal Group, a group of solid waste collection companies affiliated with Leichner currently operating in Clark County, has used part of the Site for activities related to the collection of solid waste in Clark County. The parties further acknowledge that Leichner intends to lease a portion of the Site to BFI, a solid waste management company, to be used for collection company activities of the same sort conducted by the Disposal Group. The parties further acknowledge that Leichner has sold a portion of the Site to Air, Water and Earth, a recycling company. No further notice to Ecology is required for these transactions.

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XIV. RESOLUTION OF DISPUTES

A. If Leichner objects to any Ecology disapproval, proposed modification, or decision made pursuant to this Decree, it shall notify Ecology in writing of its objections within fourteen (14) days after receipt of notice of such disapproval, proposed modification, or decision. Thereafter, the Parties' project coordinators shall confer in an effort to resolve the dispute. If agreement on the dispute is not reached within fourteen (14) days after receipt by Ecology of such objections, Ecology's project coordinator shall promptly provide a written statement of its decision to Leichner.

B. Leichner may then request Ecology management review of the decision. This request shall be submitted in writing to the Toxics Cleanup Program Manager within seven (7) days of receipt of Ecology's project coordinator's decision. Ecology's Program Manager shall review the dispute and shall issue a written decision regarding the dispute within thirty (30) days of Leichner's request for review. The Program Manager's decision shall be Ecology's final decision on the disputed matter.

C. If Ecology's final written decision is unacceptable to Leichner, Leichner may submit the dispute to the Court for resolution. The Parties agree that one judge should retain jurisdiction over this case and shall, as necessary, resolve any dispute arising under this Decree.

D. If the dispute that Leichner submits to the Court involves an investigative or remedial decision of Ecology under RCW 70.105D.030 or 70.105D.050, then the Court shall review such decision on the basis of whether it was arbitrary and capricious, and shall render a decision based on such standard of review. If the dispute that Leichner submits to the Court involves the interpretation of this Decree or of statute or regulation, then the Court shall afford Ecology's interpretation the deference to which it is entitled under law, and shall render a decision accordingly.

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Ecology Division
PO Box 40117

E. Ecology and Leichner agree to utilize the dispute resolution process only in good faith and agree to expedite, to the extent possible, the dispute resolution process whenever it is used. Where either party utilizes the dispute resolution process in bad faith or for purposes of delay, the other party may seek sanctions.

F. Leichner may request an extension of schedule under Section XVI, Extension of Schedule, for any activity that is the subject of dispute resolution proceedings under this section.

XV. AMENDMENT OF CONSENT DECREE

A. This Decree may be amended only by a written stipulation between the Parties to this Decree that is entered by the Court or by order of the Court. Such amendment shall become effective upon entry by the Court. Agreement to amend shall not be unreasonably withheld by any party to the Decree. If the amendment to the Decree is substantial, Ecology will provide public notice and opportunity for comment.

B. Leichner shall submit any request for an amendment to Ecology for approval. Leichner's request shall refer to this section of the Decree, and shall notify Ecology that a response is due within the time periods specified in this paragraph. Ecology shall respond to the request within twenty-one (21) days after the request for amendment is received. In its response, Ecology shall either approve the request, disapprove the request, or specify a date by which Leichner may expect to receive an approval or disapproval. The date specified by Ecology shall be no more than forty-five (45) days after Ecology's receipt of Leichner's request, unless the parties agree to a longer period. Reasons for disapproval shall be stated in writing. If Ecology disapproves any proposed amendment, the disagreement may be addressed through the dispute resolution procedures described in Section XIV of this Decree.

C. No guidance, suggestions, or comments by Ecology may be construed as relieving Leichner of its obligation to obtain formal approval as may be required by this

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Decree. No oral communication from Ecology staff may relieve Leichner of the obligation specified herein.

D. Ecology shall notify Leichner in writing of any Ecology-proposed amendment and the basis for such proposal. Leichner shall thereafter comply with such modifications, or if it does not agree with those modifications, the disagreement shall be addressed through the dispute resolution procedures described in Section XIV of this Decree.

XVI. EXTENSION OF SCHEDULE

A. An extension of schedule may be granted only when a request for an extension is submitted in a timely fashion and good cause exists for granting the extension. All extensions shall be requested in writing. The request shall specify the reason(s) the extension is needed. A requested extension shall not be effective until approved by Ecology or the Court. Ecology shall act upon any written request for extension in a timely fashion. It shall not be necessary to formally amend this Decree pursuant to Section XV when a schedule extension is granted.

B. The burden shall be on Leichner to demonstrate to the satisfaction of Ecology that the request for extension has been submitted in a timely fashion and that good cause exists for granting the extension. Good cause includes, but is not limited to, the following:

(1) Circumstances beyond the reasonable control and despite the due diligence of Leichner, including delays caused by unrelated third Parties or by Ecology, such as delays by Ecology in reviewing, approving, or modifying documents submitted by Leichner; or

(2) Acts of God, including earthquake, fire, flood, blizzard, extreme temperatures, storm, abnormal wave or water conditions, or other unavoidable casualty; or

(3) Endangerment as described in Section XVII.

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However, neither increased costs of performance of the terms of this Decree nor changed economic circumstances shall be considered circumstances beyond the reasonable control of Leichner.

C. An extension may be granted only for such period of time as Ecology determines is reasonable under the circumstances. This period may not exceed ninety (90) days, except that a longer extension may be granted where an extension is needed as a result of:

(1) Delays in the issuance of a necessary permit that was applied for in a timely manner; or

(2) Other circumstances deemed exceptional or extraordinary by Ecology; or

(3) Endangerment as described in Section XVII; or

(4) The need to protect the environment or public interest.

D. Ecology shall give Leichner written notice in a timely fashion of any extensions granted pursuant to the Decree.

XVII. ENDANGERMENT

A. If Ecology determines or concurs in a determination by another local, state, or federal agency that activities implementing or in compliance with this Decree, or any other circumstances or activities, are creating or have the potential to create a danger to the health or welfare of the people on the Site or in the surrounding area or to the environment, Ecology may order Leichner to stop further implementation of this Decree for such period of time as needed to abate the danger, or may petition the Court for an appropriate order. During any stoppage of work under this section, the obligations of Leichner with respect to the work ordered to be stopped shall be suspended, and the time periods for performance of that work, as well as the time period for any other work dependent upon the work that is

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stopped, shall be extended, pursuant to Section XVI of this Decree, for such period of time as Ecology determines is reasonable under the circumstances.

B. If Leichner determines that activities undertaken in furtherance of this Decree or any other circumstances or activities are creating or have the potential to create a danger to the people on the Site or in the surrounding area or to the environment, Leichner may stop implementation of this Decree for such period of time necessary for Ecology to evaluate the situation and to determine whether Leichner should proceed with implementation of the Decree, or whether the work stoppage should continue until the danger is abated. Leichner shall notify either Ecology field personnel on-site or the project coordinator as soon as possible, but no later than twenty-four (24) hours after such stoppage of work, and shall provide Ecology with documentation of its analysis in reaching this determination. If Ecology disagrees with Leichner's determination, it may direct Leichner to resume implementation of this Decree. If Ecology concurs in the work stoppage, Leichner's obligations shall be suspended and the time period for performance of that work, as well as the time period for any other work dependent upon the work which was stopped, shall be extended, pursuant to Section XVI of this Decree, for such period of time as Ecology determines is reasonable under the circumstances. Any disagreements pursuant to this clause shall be resolved through the dispute resolution procedures in Section XIV.

XVIII. COVENANT NOT TO SUE

A. In consideration of Leichner's compliance with the terms and conditions of this Decree, the state agrees that compliance with this Decree shall stand in lieu of any and all administrative, legal, and equitable remedies and enforcement actions available to the state against Leichner for the release or threatened release of hazardous substances covered by the terms of this Decree.

B. This covenant is strictly limited in its application to the Site specifically defined in Exhibit A and to those hazardous substances that Ecology knows to be located at

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the Site as of the date of entry of this Decree. This covenant is not applicable to any other hazardous substance or area and the state retains all of its authority relative to such substances and areas.

C. In the following circumstances the State of Washington may exercise its full legal authority to address releases of hazardous substances at the Site notwithstanding the Covenant Not to Sue set forth above:

(1) If Leichner fails to comply with the terms and conditions of this Decree, including all exhibits, and, after written notice of noncompliance, fails to come into compliance immediately;

(2) If factors not known at the time of entry of this Decree, including factors listed in WAC 173-340-420(2), are discovered and Ecology determines, in light of these factors, that further remedial action is necessary at the Site to protect human health or the environment, and Leichner, after notice, fails to take the necessary action within a reasonable time; or

(3) If conditions at the Site cause an endangerment to human health or the environment under Section XVII. of this Consent Decree, and Leichner, after notice, fails to eliminate the endangerment within a reasonable time.

D. The Covenant Not to Sue set forth above shall have no applicability whatsoever to:

(4) Criminal liability;

(5) Liability for damages to natural resources;

(6) Any Ecology action against potentially liable persons not a party to this Decree.

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XIX. LAND USE RESTRICTIONS

Leichner agrees that the restrictive covenant, attached hereto as Exhibit C and by this reference incorporated herein, shall be recorded with the office of the Clark County Auditor within 10 days of the entry of this Decree and shall restrict future uses of the Site. After completion of the remedial action required by this Decree, and when the criteria in WAC 173-340-440 are met, the Health District may recommend to Ecology that the restrictive covenant be removed. With Ecology's prior written approval, Leichner, or its successor(s), may record an instrument that provides that the restrictive covenant provided in Exhibit C shall no longer limit uses of the Site or be of any further force or effect.

XX. INDEMNIFICATION

Leichner agrees to indemnify and save and hold the State of Washington, the Health District, their employees, and agents harmless from any and all claims or causes of action for death or injuries to persons or for loss or damage to property arising from or on account of acts or omissions of Leichner, its officers, employees, agents, or contractors in entering into and implementing this Decree. However, Leichner shall not indemnify the State of Washington nor save nor hold its employees and agents harmless from any claims or causes of action arising out of the negligent acts or omissions of the State of Washington, or the employees or agents of the state, in implementing the activities pursuant to this Decree. Nor shall Leichner indemnify the Health District nor save nor hold its employees and agents harmless from any claims or causes of action arising out of the negligent acts or omissions of the Health District, or the employees or agents of the Health District, in implementing the activities pursuant to this Decree.

XXI. COMPLIANCE WITH APPLICABLE LAWS

A. All actions carried out by Leichner pursuant to this Decree shall be done in accordance with all applicable federal, state, and local requirements, including requirements, if any, to obtain necessary permits.

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B. Pursuant to RCW 70.105D.090(1), the substantive requirements of chapters 70.94, 70.95, 75.20, and 90.58 RCW and of any laws requiring or authorizing local government permits or approvals for the remedial action under this Decree that are known to be applicable at the time of entry of the Decree have been included in Exhibit B, the Cleanup Action Plan, and are binding and enforceable requirements of the Decree.

Leichner has a continuing obligation to determine whether additional permits or approvals addressed in RCW 70.105D.090(1) would otherwise be required for the remedial action under this Decree. In the event either Leichner or Ecology determines that additional permits or approvals addressed in RCW 70.105D.090(1) would otherwise be required for the remedial action under this Decree, it shall promptly notify the other party of this determination. If Ecology so requires, Leichner shall promptly consult with the appropriate state and/or local agencies and provide Ecology with written documentation from those agencies of the substantive requirements those agencies believe are applicable to the remedial action. Ecology shall make the final determination on the additional substantive requirements that must be met by Leichner and how Leichner must meet those requirements. Once established by Ecology, the additional requirements shall be enforceable requirements of this Decree. Leichner shall not begin or continue remedial action potentially subject to the additional requirements until Ecology makes its final determination.

Ecology shall ensure that notice and opportunity to comment is provided to the public and appropriate agencies prior to establishing the substantive requirements under this section.

C. Pursuant to RCW 70.105D.090(2), in the event Ecology determines that the exemption from procedural compliance with the laws listed in RCW 70.105D.090(1) would result in the loss of approval from a federal agency which is necessary for the State to administer any federal law, the exemption shall not apply, and Leichner shall comply with

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both the procedural and substantive requirements of the laws referenced in RCW 70.105D.090(1), including any requirements to obtain permits.

XXII. COST REIMBURSEMENT

A. Leichner agrees to pay costs incurred by Ecology pursuant to this Decree. These costs shall include work performed by Ecology or its contractors for, or on, the Site under Ch. 70.105D RCW both prior to and subsequent to the issuance of this Decree for investigations, remedial actions, and Decree preparation, negotiations, oversight and administration. Ecology costs shall include costs of direct activities and support costs of direct activities as defined in WAC 173-340-550(2). Leichner agrees to pay the required amount within ninety (90) days of receiving from Ecology an itemized statement of costs that includes a summary of costs incurred, an identification of involved staff, and the amount of time spent by involved staff members on the project. A general statement of work performed will be provided upon request. Itemized statements shall be prepared quarterly. Failure to pay Ecology's costs within ninety (90) days of receipt of the itemized statement will result in interest charges at the rate of twelve percent per annum.

B. Leichner shall not be required to pay permit fees under RCW 90.48.465 or ch. 177-216 WAC because it is already paying Ecology oversight costs pursuant to this section.

XXIII. CLAIMS AGAINST THE STATE

Leichner hereby agrees that it will not seek to recover any costs incurred in implementing this Decree from the State of Washington or the Health District. Provided, however, that this section does not apply to any grant funding that may be available.

XXIV. FINANCIAL ASSURANCES

A. Leichner has submitted to Ecology and the Health District an estimate of the costs that it will incur in carrying out the terms of this Decree, including operation and maintenance and compliance monitoring. Within 60 days of Ecology's review and approval

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of this estimate, Leichner shall provide a copy of the revised Disposal Agreement executed by Leichner, Clark County and the City of Vancouver that provides financial assurance sufficient to cover all such costs and a mechanism for payment of the costs, or another financial assurance mechanism acceptable to Ecology. The agreement will be attached to this Decree as Exhibit E, and by reference incorporated herein.

B. Leichner shall update the estimated cost of performing its obligations under this Decree every year. If the estimated cost of performance increases beyond the amount in the fund created by the Disposal Agreement, then the provisions of the Disposal Agreement addressing shortfalls will be triggered.

XXV. IMPLEMENTATION OF REMEDIAL ACTION

If Ecology determines that Leichner has failed without good cause to implement the remedial action required by this Decree, Ecology may, after notice to Leichner, perform any or all portions of the remedial action that remain incomplete.

If Ecology performs all or portions of the remedial action because of Leichner's failure to comply with its obligations under this Decree, Leichner shall reimburse Ecology for the costs of doing such work within thirty (30) days of receipt of demand for payment of such costs, provided that the work done is consistent with this Decree. Interest at the rate of twelve (12) percent per annum will accrue on any costs not reimbursed within thirty (30) days of receipt of demand for payment.

XXVI. RESERVATION OF RIGHTS

By agreeing to the entry of this Decree, Leichner and Ecology agree to abide by its terms. Although the Parties believe that the recitals contained in the Decree are accurate, the execution and performance of the Decree is not, however, an admission by Leichner of any fact or liability for any purpose other than in proceedings between the Parties regarding the interpretation or enforcement of this Decree. Leichner's performance under the Decree does not waive or prejudice its right to raise any claims or defenses, not limited to defenses

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under RCW 70.105D.040, that may be asserted in the event of further administrative proceedings or litigation not associated with, or related to, this Decree. Nor is the execution or the performance of the Decree an agreement by Leichner to take any action at the Site other than that described in this document.

XXVII. PERIODIC REVIEW

As provided in this section, from time to time during the term of this Decree as remedial action proceeds at the Site, including but not limited to implementation of the approved post-closure plans, the Parties agree to review all data accumulated as a result of site monitoring. Periodic review shall occur at a minimum at least every five years during the term of this Decree. During the periodic review, Ecology and Leichner shall conduct a review of the status of the remedial action at the Site and the need, if any, for further remedial action at the Site. The Health District shall be invited to participate in such reviews.

XXVIII. PUBLIC PARTICIPATION

A Public Participation Plan is attached to this Decree as Exhibit F and is by reference incorporated herein. Ecology shall maintain the responsibility for public participation with respect to the Site. However, Leichner shall cooperate with Ecology and shall:

A. Prepare drafts of public notices and fact sheets at important stages of the remedial action, such as the submission of work plans and the completion of engineering design. Ecology will finalize (including editing if necessary) and distribute such fact sheets and prepare and distribute public notices of Ecology's presentations and meetings;

B. Notify Ecology's project coordinator prior to issuance of all press releases and fact sheets and before major meetings on the remedial action (as with the public or local government);

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C. Participate in public presentations on the progress of remedial action at the Site. Participation may be through attendance at public meetings to assist in answering questions or as a presenter;

D. In cooperation with Ecology, arrange and/or continue information repositories to be located at the Southwest Washington Health District in Vancouver, Washington and at Ecology's Southwest Regional Office in Lacey, Washington. At a minimum, copies of all public notices, fact sheets, and press releases, the post-closure permit to be issued by the Health District, the Compliance Monitoring Plan, all quality assured groundwater, surface water, soil sediment, and air monitoring data, remedial action plans, supplemental remedial planning documents, and all other similar documents relating to performance of the remedial action required by this Decree shall be promptly placed in these repositories.

XXIX. DURATION OF DECREE

This Decree shall remain in effect and the remedial program described in this Decree shall be maintained and continued until Leichner receives from Ecology written notice that the requirements of this Decree have been satisfactorily completed, or until the Court directs that the Decree be terminated.

XXX. EFFECTIVE DATE

This Decree is effective upon the date it is entered by the Court.

XXXI. PUBLIC NOTICE AND WITHDRAWAL OF CONSENT

This Decree has been the subject of public notice and comment under RCW 70.105D.040(4)(a). As a result of this process, Ecology has found that this Decree will lead to a more expeditious cleanup of hazardous substances at the Site, in compliance with applicable cleanup standards.

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If the Court withholds or withdraws its consent to this Decree, it shall be null and void at the option of any party and the accompanying Complaint shall be dismissed without costs and without prejudice. In such an event, no party shall be bound by the requirements of this Decree.

For State of Washington,
Department of Ecology

6/25/96
MARY BURG Date
Program Manager
Toxics Cleanup Program

For State of Washington
Attorney General's Office

Tanya Barnett June 25, 1996
TANYA BARNETT Date
WSBA #17491
Assistant Attorney General

For Leichner Brothers Land Reclamation Corporation

June 12 1996
Date

Its President

Date

Its

Approved as to form:

6/21/96
HELLER, EHRMAN, WHITE & McAULIFFE Date
Attorneys for Leichner Brothers
Land Reclamation Corp.

DATED this 17 day of July, 1996.

/s/ EDWIN L. POCHAIR
JUDGE/COMMISSIONER
Clark County Superior Court

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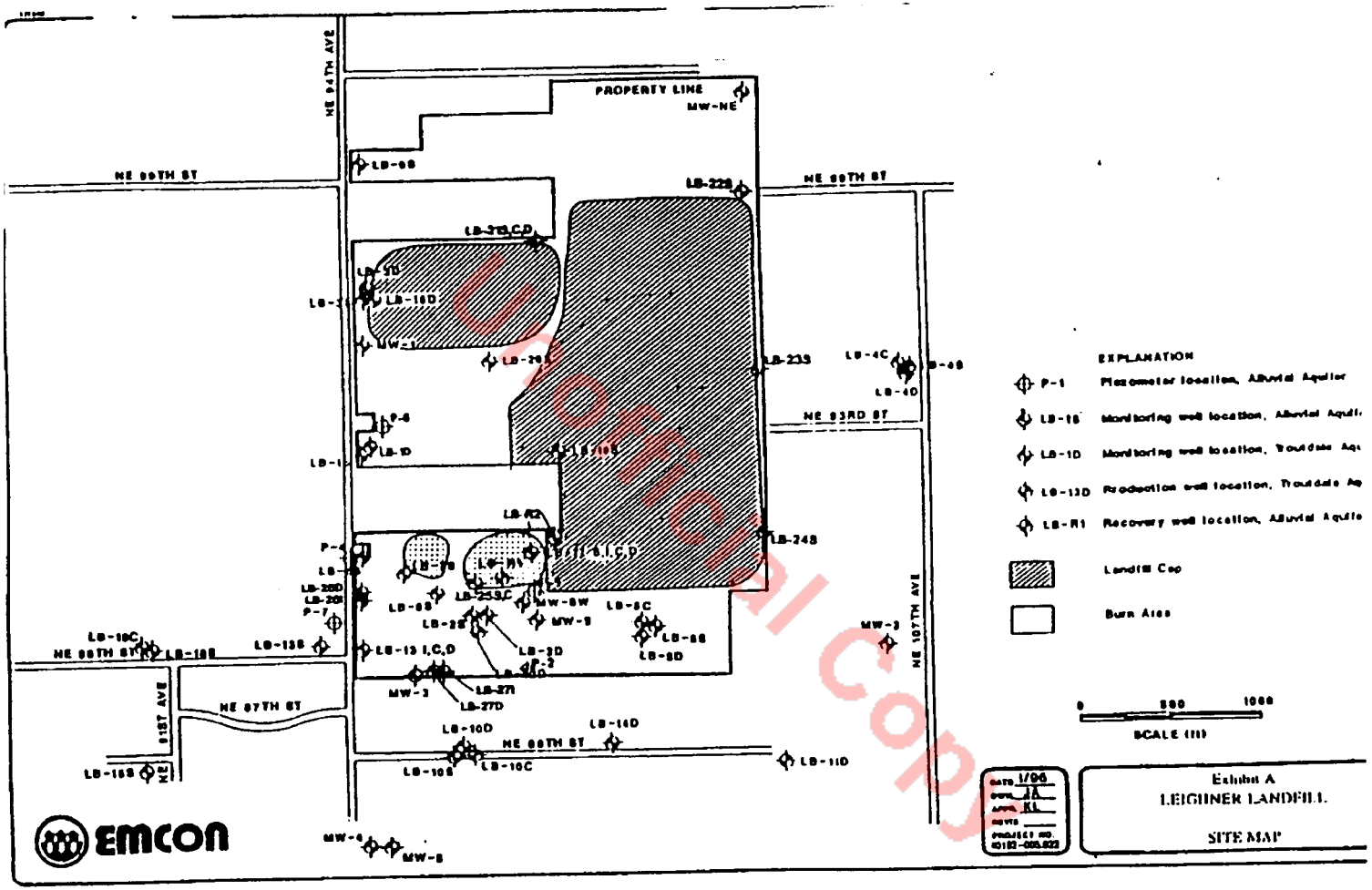

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EXHIBIT - B

CLEANUP ACTION PLAN

LEICHNER LANDFILL

CLARK COUNTY, WASHINGTON

JUNE 1996

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1. INTRODUCTION

This Cleanup Action Plan (CAP) has been prepared by the Washington State Department of Ecology (Ecology) to specify cleanup standards and identify the cleanup action to be implemented at the Leichner Landfill (also referred to as "the site"). As required by the Model Toxics Control Act (MTCA), this CAP describes the alternatives for remediation at the site.

2. SITE DESCRIPTION

Leichner Landfill is a solid waste landfill currently owned and historically operated by Leichner Brothers Land Reclamation Corporation (Leichner). The landfill is located in Clark County, Washington, about 5 miles northeast of the City of Vancouver in Section 4, Township 2N, Range 2E, and Section 33, Township 3N, Range 2E of the Willamette Meridian (Figure 1).

The unlined facility was a gravel pit prior to the start of landfill operations in the late-1930s. Prior to the mid-1960s, waste received at the landfill was burned. The burning of waste was terminated in the mid-1960s, and the landfill subsequently operated by compacting waste in areas where sand and gravel had been mined. The majority of the solid waste received at the landfill was collected by the Clark County Disposal Group from residential and commercial customers located within the city limits of Vancouver and throughout unincorporated Clark County. Solid waste was also received from the other cities and towns within Clark County, and the general public and other self-haul customers.

The landfill was open and accepted waste for disposal until the end of 1991. Seventy acres of the 100-acre site have received solid waste. All of the landfilled acres have received final closure with an engineered composite cap and a landfill gas control/recovery system. The composite final cover consists of a 60-mil high density polyethylene (HDPE) geomembrane covered by a 1-foot thick drainage layer, geotextile filter, and 16-inches of topsoil. A stormwater control system collects stormwater runoff from the cover system. Landfill closure occurred in phases during the summer seasons of 1989, 1990, 1991, and 1992. Final closure occurred in 1992 and included improvements to the dumpster and truck wash areas. The Clark County Disposal Group utilizes the dumpster and truck wash areas. Refuse hauling operations will continue to be based at the site. Refuse is now collected and hauled to a transfer station. The landfill cap design, landfill gas control/recovery system, and the stormwater control system are discussed in detail in the February 1989 Leichner Brothers Landfill Master Operations Plan prepared by Sweet-Edwards/EMCON (now EMCON). The facility layout, monitoring well locations, and locations of solid waste are shown in Figure 2.

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3. PROJECT HISTORY

In 1987, Ecology and Leichner executed Consent Order No. DE 86-S131 under authority of the State of Washington Water Pollution Control Act, Chapter 90.48 Revised Code of Washington (RCW). This order required Leichner to analyze site conditions and develop a corrective plan to protect public health and the environment. Work completed under the order confirmed the existence of hazardous substances in ground water under the site. This work is summarized in the February 1988 Remedial Investigation Report (RI) and the April 1988 Feasibility Study Report (FS), both prepared by EMCON.

In November 1988, voters passed the State of Washington Hazardous Waste Cleanup - Model Toxics Control Act (MTCA), which requires remedial actions at landfills and other sites contaminated with hazardous substances. As a result, Ecology issued Order No. DE 89-S119 under the MTCA in April 1989. The order, issued to Leichner as a potentially liable person (PLP) for the Leichner Landfill, required further investigation and remediation of contaminated ground water beneath the site. In June 1989, Ecology amended Order No. DE 89-S119. As required by the order, an Interim Report prepared by EMCON was submitted to Ecology in November 1989. The Interim Report summarized hydrogeologic and treatability studies on-going at the time of writing. In August 1990, Ecology issued the Second Amendment to Order No. DE 89-S119 outlining further required investigations. The results of these further investigations are summarized in the October 1991 Remedial Investigation Amendment prepared by EMCON. Since issuance of Order DE 89-S119, project progress has been summarized in monthly progress reports submitted to Ecology, the Southwest Washington Health District, the City of Vancouver, and the Clark County Department of Public Works.

Based on technical considerations and costs, the April 1989 order established that ground water withdrawal and treatment would be part of the final remedial action alternative. It was also established that treated ground water would be discharged to the stormwater control system. Order No. DE 89-S119 also required an evaluation and determination of the most effective pump and treat technology to remediate contaminated ground water at Leichner Landfill. As a result, a total of five additional documents evaluating various ground water pump and treat technologies at the site were prepared by EMCON and submitted to Ecology. The *Technical Memorandum for Ground Water Treatment Alternatives*, March 1990, evaluated alternative ground water treatment technologies proposed for bench- and pilot-scale studies. The *Technical Memorandum of Ground Water Modeling*, May 1990, described the numerical modeling used to define contaminant transport in ground water. The *Ground Water Treatment Bench-Scale Studies Report*, July 1990, presented results of the bench-scale studies performed by EMCON in March 1990. Results of the bench-scale studies were the basis for selecting the preferred treatment system evaluated during the pilot-scale study. In October 1990, the *Ground Water Treatment Pilot-Scale Study Experimental Plan* described the objectives, requirements, preliminary design, and experimental procedures to be performed in conducting eight pilot-scale study tests. The final document, *Ground Water Treatment Pilot-Scale Study Report*, September 1991, summarized results obtained from

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performing the eight planned tests, with some modifications, of the experimental plan in October 1990 and March 1991. This pilot-scale study report provides the technical foundation for full-scale design, implementation, and operation of a final ground water treatment system.

In April 1992, the former refuse burn area southwest of the landfill was investigated as a potential source of hazardous substances (Figure 2). Soil samples collected and analyzed from nine excavated test pits indicated that the burn area was a source of ammonia and nitrate. About 68,000 yards of material was excavated from this area. This material was placed within the landfill footprint prior to final closure with a composite cap system.

A consent decree was proposed for remedial action at the landfill in July 1992. However, due to some legal uncertainties between Leichner, the City of Vancouver and Clark County about cleanup costs, the consent decree was never finalized in court. In addition to the design, implementation, and operation of a ground water extraction and treatment system, the proposed consent decree required an amendment to the Closure Plan, post-closure requirements, and a domestic well canvass. At the time consent decree negotiations were underway, the number of nearby residences still using domestic supply wells completed in the Alluvial or Troutdale aquifers was not known. The lateral and vertical extent of the leachate contaminant plume emanating from the landfill had not been fully defined. Low concentrations of volatile organic compounds (VOCs) had been detected in ground water samples collected from four domestic supply wells that are located downgradient of Leichner Landfill.

In May 1993, Ecology and Leichner entered into Agreed Order No. 93TC-S151 to continue with remedial actions while the legal uncertainties regarding ground water extraction and treatment costs were being resolved. This Order required all of the actions specified in the proposed 1992 Consent Decree, except for the design, implementation, and operation of a ground water extraction and treatment system.

To ensure the protection of public health and the environment, a survey was performed to determine the number and location of Alluvial and Troutdale domestic supply wells within a reasonable distance downgradient of the landfill. In addition, the domestic well canvass included sampling of currently used domestic supply wells to determine if they have been impacted by Leichner Landfill. Provisions for replacing domestic wells affected by the landfill that exceed drinking water standards with water supplied by the City of Vancouver or other alternate water supplies were included. No domestic wells were found to exceed drinking water standards.

The procedures for conducting the domestic well survey are outlined in a document titled *Leichner Landfill, Domestic Well Canvass Work Plan*, March 1993. The findings of the domestic well survey are summarized in *Leichner Landfill, Domestic Well Canvass*, November, 1993. The requirements of the Closure Plan Amendment are included in a report titled *Construction Report, Leichner Brothers Landfill Closure*, May 1993. Post-closure

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requirements are outlined in a two volume operation and maintenance manual. Volume I addresses the landfill gas collection/destruction system, and was finalized in April, 1995. Volume II addresses the storm water system and the final cover system, and is currently in draft form.

Quarterly ground water monitoring has continued since final landfill closure in 1992. Ground water contaminant concentrations have declined since the unfinalized Consent Decree and Cleanup Action Plan were proposed in July 1992. This CAP reflects the changes that have occurred since the proposed July 1992 CAP. When the Consent Decree implementing this CAP becomes effective, the May 1993 Agreed order No. 93TC-S151 will terminate.

4. SUBSURFACE CONDITIONS

Leichner Landfill is underlain by two distinct geologic units. The Pleistocene age alluvium (Alluvium) extends from the ground surface to a depth of about 70 to 100 feet. Beneath the Alluvium is the upper member of the Pliocene age Troutdale formation. The Alluvium consists of sand, gravelly sand, and silty sand. The upper member of the Troutdale formation typically consists of sand and gravel, with a fine sand and silt matrix.

The hydrogeology of the site consists of an unsaturated, or vadose zone from the ground surface to a depth of about 30 to 40 feet; the Alluvial aquifer, an unconfined sand aquifer about 35 to 45 feet thick; and the Troutdale aquifer, a semi-confined to confined, cemented to unconsolidated, sand and gravel aquifer. East of the landfill, at monitoring well LB-4C, a local 20 foot thick confining/perching layer of interbedded silt, sandy silt and clayey silt is present at the base of the Alluvium. At LB-5C, south of the landfill, a 40 foot thick layer of interbedded sand and silty sand at the base of the Alluvium may act as a local semi-confining/perching layer. No other potential confining layer between the Alluvial and Troutdale aquifers is suggested at the site. A downward vertical hydraulic gradient from the alluvium to the Troutdale aquifer is indicated throughout the site. Local vertical hydraulic communication between the Alluvial and Troutdale aquifers has been observed in the area southwest of the landfill. Horizontal ground water flow in the Alluvial aquifer is to the southwest and west. In the Troutdale aquifer, horizontal ground water flow is predominately to the south.

The Troutdale aquifer is the drinking water supply for the City of Vancouver. There are two City of Vancouver well fields in operation near the landfill: The Orchards Well Field (Station 8) and the Andresen Road Well Field (Station 14). Station 8 is about 8,000 feet south-southeast of the site. The three wells at Station 8 withdraw ground water from the Troutdale aquifer at depth intervals of 86 to 105 feet, 94 to 109 feet, and 189 to 200 feet. At Station 14, located about 9,000 feet southwest of the site, two wells pump ground water from the Troutdale aquifer from depth intervals of 156 to 172 feet and 179 to 194 feet. Although most of the residences in the vicinity of the landfill now receive drinking water

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from the City of Vancouver, both the Troutdale and Alluvial aquifers provide drinking water for some neighboring homes and farms.

5. NATURE AND EXTENT OF CONTAMINATION

Investigations performed at Leichner Landfill indicate that ground water is the only medium affected by the release of hazardous substances from the landfill. Leaching is probably the primary contaminant release mechanism for hazardous substances from the landfill. Leachate is a product of natural biodegradation, infiltration, and ground water migrating through landfilled refuse. The infiltration of precipitation through the refuse was probably the major source of leachate production. However, data from site investigations indicate that ground water levels may be within the landfilled refuse in the northeast quadrant of the capped area in Figure 2. Since the actual vertical extent of landfilled refuse is not known, it is possible that refuse is below ground water levels in other parts of the landfill as well.

Ground water quality in both the Alluvial and Troutdale aquifers has been affected by the landfill. However, the composite cap system constructed over the landfill has minimized infiltration of precipitation through the waste. Leachate production is predicted to decline accordingly. Ground water monitoring data reflect the downward trend in leachate generation.

5.1 Alluvial Aquifer

Monitoring wells completed in the Alluvial aquifer downgradient (southwest) of the landfill display elevated levels of inorganic water quality parameters, metals, and low levels of VOCs. VOCs present the greatest potential threat to human health at this site. Inorganic water quality parameters that are elevated in the Alluvial aquifer include specific conductance, chloride, calcium, and ammonia. Concentrations of both total and dissolved iron and manganese above the secondary drinking water standards of 0.3 mg/l and 0.05 mg/l, respectively, are present in the alluvial aquifer.

A variety of VOCs are present in the Alluvial aquifer downgradient of the landfill. The distribution of specific VOCs is variable from well to well. Presented in Table 1 are the primary VOCs and concentration ranges reported in the Alluvial aquifer from the time routine monitoring began in 1987 until the landfill cover was completed in 1992, and the concentration ranges since the landfill cover system was installed in 1992 (summarized from the Leichner Landfill Ground Water Database as of September 1995).

The pre-remedial action distribution of total VOCs in the Alluvial aquifer, using time averaged data, is shown in Figure 3. The post-remedial action distribution of VOCs in the Alluvial aquifer using time-averaged data for 1992 through 1995 is shown in Figure 4. The summarized pre and post closure data presented in Table 1 and Figures 3 and 4 demonstrate the reduction in ground water VOC concentrations since final closure of the landfill.

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5.2 Troutdale Aquifer

Monitoring wells completed in the Troutdale aquifer downgradient (south-southwest) of the landfill display elevated levels of inorganic water quality parameters, and metals. However, the Troutdale aquifer appears to be less impacted by the landfill than the Alluvial aquifer. Elevated inorganic water quality parameters include specific conductance, calcium, chloride, and sulfate. Total and/or dissolved manganese in concentrations exceeding the secondary drinking water standard of 0.05 mg/l have been detected in Troutdale monitoring wells LB-2D, LB-13D, LB-17D, and LB-21D. Concentrations of total and/or dissolved iron exceeding the secondary drinking water standard of 0.3 mg/l have been detected in Troutdale monitoring wells LB-1D, LB-4D (background), LB-10D, LB-13D, LB-14D, LB-17D, and LB-21D. Low concentrations of VOCs have sporadically been detected in monitoring wells LB-1D, LB-5D, LB-10D, and LB-27D. Low concentrations of VOCs (below drinking water standards and MTCA cleanup levels) were detected in domestic supply wells completed in the Troutdale aquifer. These wells are located about 3,000 ft southwest of the Leichner Landfill property boundary. It is not clear from these data alone whether these contaminants are from the landfill.

6.0 CLEANUP STANDARDS

As outlined in Washington Administrative Code (WAC) 173-340-700 (2)(a), establishing cleanup standards for individual sites requires the specification of cleanup levels, point(s) of compliance, and additional regulatory requirements that apply to a particular cleanup action.

6.1 Ground Water Cleanup Levels

Under WAC 173-340-720(1)(a), cleanup levels for ground water are based on the highest beneficial use of the affected ground water, and the reasonable maximum exposure expected to occur under both current and potential future site use conditions. The highest beneficial use of ground water from both the Alluvial and Troutdale aquifers is for drinking water. Therefore, cleanup standards are based on exposure to hazardous substances via ingestion of drinking water, which represents the reasonable maximum exposure at the site. Ground water cleanup levels were determined using the standard Method B. The cleanup of contaminated ground water at Leichner Landfill is not considered a routine cleanup by Ecology (see WAC 173-340-130(7)).

The Method B ground water cleanup levels and compliance levels for both the Alluvial and Troutdale aquifers are presented in Table 2. These parameters require cleanup levels because they were consistently detected in ground water at the site in concentrations that exceed cleanup levels. The cleanup levels for vinyl chloride and 1,1-dichloroethylene were calculated using the Method B equations in WAC 173-340-720 (3)(a)(ii) because the concentrations established under applicable state and federal laws are not sufficiently protective. To be considered sufficiently protective, all individual concentrations established

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under applicable state and federal laws must have an excess cancer risk less than 1 in 100,000 and a hazard quotient less than 1. The cancer risk and hazard quotient are calculated by solving the ground water equations (WAC 173-340-720(3)(a)(ii)) for cancer risk and hazard quotient using the concentration established under applicable state and federal laws. If the concentration established under applicable state and federal laws is not sufficiently protective, then a protective cleanup level is calculated by solving the equations in WAC 173-340-720(3)(a)(ii) using a cancer risk of 1 in 1,000,000 and a hazard quotient of 1. All of the other cleanup levels are maximum or secondary maximum contaminant levels established under the Safe Drinking Water Act and are sufficiently protective.

The Method B cleanup levels for both vinyl chloride and 1,1-dichloroethylene are lower than the current practical quantitation limit (PQL). In these cases, the cleanup level may be considered to be attained if the parameter is undetected at the PQL, and the conditions outlined in WAC 173-340-707 are met to Ecology's satisfaction. The current PQL for both vinyl chloride and 1,1-dichloroethylene is 0.1 ppb, and is considered to be the compliance level for these two contaminants (Table 2). The ground water cleanup levels and compliance levels in Table 2 do not exceed a total excess cancer risk of 1 in 100,000 and do not exceed a total hazard quotient of 1, as required in WAC 173-340-720 (5).

6.2 Point of Compliance

The point of compliance for ground water cleanup at Leichner Landfill will be the existing property boundary (Figure 2). Ground water cleanup levels shall be achieved in waters of the Alluvial and Troutdale aquifers from the point of compliance to the outer boundary of the existing contaminant plume. The remedial action of capping the landfill appears to be containing the contaminant plume source. Cleanup levels are anticipated to be achieved through natural attenuation.

7. SUMMARY OF REMEDIAL ACTION ALTERNATIVES

The remedial action alternatives presented in the April 1988 FS focused on leachate control (capping), landfill gas control/recovery, surface water and erosion control, environmental monitoring, and the provision of a public water supply.

Leachate control (capping), landfill gas control/recovery and monitoring, surface water and erosion control, and improvements to the dumpster/truck wash areas have been implemented as part of landfill closure under the Washington State Minimum Functional Standards for Solid Waste Handling (MFS), Chapter 173-304 WAC. Public water supply concerns have been addressed by the Domestic Well Canvass conducted in 1993. The survey confirmed that the majority of neighboring homes are now supplied water by the City of Vancouver water system. Seventeen domestic supply wells were sampled for inorganic parameters, metals and VOCs. Low levels of VOCs were detected in 11 wells. None of the test results exceed the cleanup levels presented in Table 2.

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Although capping the landfill appears to have significantly reduced the quantity of leachate being generated, migration of ground water through portions of the landfill will be an ongoing potential source of leachate production. The technologies available to control the migration of leachate contaminated ground water are limited to physical or hydraulic containment. Containment via a slurry wall was evaluated in the RI/FS. A slurry wall is not technologically viable at the site because no continuous low permeability layer, which could serve as a tie-in for a containment wall, was identified within a depth of 150 ft below ground surface. In addition, a slurry wall would not impede the downward migration of contaminated ground water from the Alluvial to the Troutdale aquifer. In 1992, Ecology determined that hydraulic containment via pump and treat was the only technologically feasible alternative to control the lateral and vertical migration of leachate contaminated ground water, and to remediate leachate contaminated ground water. By hydraulically controlling the contaminant plume source, further off site migration would be minimized.

However, since the landfill was capped in 1992, ground water contaminant concentrations have decreased. The concentrations of VOCs, inorganic parameters, and metals in ground water at the site are now too low to justify ground water extraction and treatment. Based on ground water monitoring data, the landfill cover appears to be effectively controlling leachate production. Ongoing ground water monitoring is necessary to ensure that the landfill cover system continues to be effective. If ground water concentrations increase in the future, Ecology reserves the right to re-evaluate remedial actions required.

8. PROPOSED REMEDIAL ACTION ALTERNATIVE

The remedial action objective is to minimize further production and migration of leachate contaminated ground water in order to achieve cleanup standards at the points of compliance.

Capping the landfill has minimized lateral and vertical migration of leachate contaminated ground water by reducing the volume of leachate generated. As discussed previously in this document, capping the landfill was implemented as part of the MFS closure requirements. In addition to meeting MFS requirements, the landfill cap, gas control/recovery system, the surface water and erosion control system, and improvements to the dumpster and truckwash areas are remedial actions under the MTCA.

The post-closure requirements of Chapter 173-304 WAC and compliance monitoring will ensure that the above remedial actions achieve the remedial action objective. Therefore, the selected cleanup action consists of final landfill closure and post-closure requirements outlined in Chapter 173-304 WAC, and compliance monitoring as approved by Ecology. Leichner shall obtain a post-closure permit from the Southwest Washington Health District and shall submit a compliance monitoring plan to Ecology for review and approval.

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9. SELECTION OF CLEANUP ACTION

The MTCA specifies the criteria for selecting an appropriate cleanup action. Presented below are the requirements for selecting a cleanup action along with determinations of how the selected cleanup action meets each requirement.

9.1 Protection of Human Health and the Environment

The selected alternative will protect human health and the environment by minimizing the vertical migration of leachate contaminated ground water to the Troutdale aquifer, and further off-site migration of contaminated ground water in the Alluvial aquifer.

9.2 Compliance with Cleanup Standards

The selected cleanup action will continue to minimize the volume of leachate generated. Cleanup standards will be achieved in the Alluvial and Troutdale aquifers from the point of compliance to the outer boundary of the existing contaminant plume through natural attenuation. Some cleanup levels have been achieved in some monitoring wells located near the property boundary. Compliance with cleanup levels using post-closure (1992 through 1995) ground water monitoring data will be evaluated in the compliance monitoring plan.

To ensure that human health and the environment are being protected, the cleanup action shall be reviewed every five years by Ecology in accordance with WAC 173-340-420 and section XXVII of the Consent Decree.

9.3 Compliance with Applicable, Relevant and Appropriate Requirements (ARARs)

The following ARARs apply to the site:

a. Model Toxics Control Act Cleanup Regulation, Chapter 173-340 WAC.

b. Hazardous Waste Cleanup - Model Toxics Control Act, Chapter 70.105D RCW

c. State Environmental Policy Act, Chapter 197-11 WAC.

d. Minimum Standards for Construction and Maintenance of Water Wells, Chapter 173-160 WAC.

e. Water Pollution Control, Chapter 90.48 RCW.

f. NPDES Permit Program, Chapter 173-220 WAC.

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g. Water Quality Standards for Surface Waters of the State of Washington, Chapter 173-201 WAC.

h. Minimum Functional Standards for Solid Waste Handling, Chapter 173-304 WAC.

i. Dangerous Waste Regulations, Chapter 173-303 WAC.

j. Washington Clean Air Act, Chapter 70.94 RCW.

k. Washington Industrial Safety and Health Act (WISHA).

Federal Laws and Regulations

l. Resource Conservation and Recovery Act (RCRA).

m. Occupational Safety and Health Act (OSHA), 29 CFR subpart 1910.120.

n. Federal Water Pollution Control Act of 1972 (Clean Water Act).

o. Water Quality Act of 1987:
1) Section 308. Establishes water quality criteria for toxic pollutants.
2) Section 402. Establishes the NPDES permit process for discharges to surface water bodies.

p. Safe Drinking Water Act of 1974.

The above list of ARARs does not preclude subsequent identification of applicable state and federal laws (WAC 173-340-360 (10)(a)(vii)). The selected cleanup action is capable of complying with all of the above ARARs.

9.4 Compliance Monitoring

Compliance monitoring requirements are specified in WAC 173-340-410. The following compliance monitoring will be included as part of the selected cleanup action:

a. Protection monitoring will be provided to ensure protection of human health and the environment during the operation and maintenance period of the landfill cover system.

b. Performance monitoring will be provided to confirm the cover system has achieved cleanup standards, and all other performance criteria (ARARs). Performance monitoring data collected since landfill closure in September 1992 will be used to determine if cleanup levels have been achieved.

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c. Confirmational monitoring will be provided to confirm the long-term effectiveness of the landfill cover system, after cleanup standards and all other performance criteria have been achieved.

A compliance monitoring plan shall be prepared and submitted to Ecology for review and approval.

9.5 Long-Term Effectiveness

The selected remedial design will remain effective in the long-term provided continuous monitoring and maintenance occur. These factors will be addressed in the compliance monitoring plan, and the post-closure plan required by WAC 173-304-407. Institutional controls, including deed restrictions will prevent use of the site in ways which will compromise the cleanup action. The effectiveness of the cleanup action will be evaluated as part of the periodic review required in WAC 173-340-420 and section XXVII of the Consent Decree.

9.6 Short-Term Effectiveness

Human health and the environment were protected during construction and implementation of the landfill cover system and was addressed in various engineering design reports submitted to Ecology for approval.

9.7 Permanent Reduction of Toxicity, Mobility and Volume of Hazardous Substances

Since it is not feasible to remove the contents of the landfill, there is no way to reduce the toxicity or volume of hazardous substances within the landfill. The mobility of hazardous substances has been reduced by capping the landfill. The landfill cover system will minimize the vertical and lateral migration of leachate contaminated ground water by reducing the quantity of leachate generated.

9.8 Ability to be Implemented

The selected cleanup alternative has been implemented. The landfill has been closed, the cover system is complete, and required post-closure requirements are being implemented. Ground water monitoring required in the approved compliance monitoring plan will replace the current quarterly monitoring being performed.

9.9 Cleanup Costs

For the purpose of this cleanup action plan, the cost of the selected cleanup action includes the ongoing maintenance and operation of the facility, monitoring, and analysis of data generated. The annual cost to perform these activities is estimated to be between $300,000 and $500,000 per year (in 1996 dollars). As required under WAC 173-304-407, post-closure

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maintenance and monitoring activities shall continue for at least a twenty year period or until the health department finds that post-closure monitoring has established that the facility is stabilized (i.e., little or no settlement, gas production, or leachate generation). In addition, WAC 173-340-360(8)(b) requires long-term monitoring and institutional controls to continue until residual hazardous substance concentrations no longer exceed site cleanup levels. The institutional controls required for this site are described in Exhibit C, Restrictive Covenant, of the Consent Decree implementing this CAP.

9.10 Addresses Community Concerns

Community acceptance was evaluated based on the comments received during the public comment period. Public comments were considered during preparation of this final CAP.

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Table 1. Pre-remedial and Post-remedial VOC Distribution in the Alluvial Aquifer.

Volatile Organic Compound	Pre-1992 Data	Post-1992 Data
Tetrachloroethylene (PCE)	< 1.0 - 21.2 ppb	<0.2 -1.4 ppb
1,1,1-Trichloroethane	< 1.0 -22.0 ppb	<0.1 -0.3 ppb
Trichloroethylene (TCE)	< 1.0 - 8.6 ppb	0.2 - 0.3 ppb
1,1-Dichloroethylene (1,1-DCE)	< 1.0 - 5.1 ppb	<0.1 - 1.6 ppb
Chlorobenzene	< 1.0 - 2.4 ppb	<0.1 - 1.9 ppb
Cis -1,2 Dichloroethylene (cis-1,2-DCE)	< 1.0 - 40.0 ppb	<0.1 - 6.6 ppb
Vinyl Chloride	< 1.0 - 6.0 ppb	<0.1 - 0.2 ppb
1,1-Dichloroethane (1,1-DCA)	< 1.0 - 13.0 ppb	<0.1 - 3.6 ppb
Chloroethane	< 1.0 -14.0 ppb	<0.1 - 6.6 ppb
1,4-Dichlorobenzene (1,4-DCB)	< 1.0 - 2.3 ppb	<0.1 - 1.6 ppb

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Table 2. Leichner Landfill Ground Water Cleanup Levels for the Alluvial and Troutdale Aquifers.

Parameter	Cleanup Level (ppb)	Compliance Level (ppb)
Tetrachloroethylene	5.0	5.0
Vinyl Chloride	0.023	0.1[1]
Trichloroethylene	5.0	5.0
1,4-dichlorobenzene	1.82	1.82
1,1-dichloroethylene	0.0729	0.1[1]
Iron (dissolved)	300	300
Manganese (dissolved)	50	50
Ammonia	34,000	34,000
Nitrate (as N)	10,000	10,000
Total Dissolved Solids	500,000	500,000
Specific Conductance	700 μmho/cm	700 μmho/cm

[1] This concentration represents the current practical quantitation limit (PQL). Ecology recognizes that in some cases the PQL may be higher than the cleanup standard for a given parameter. In these cases, the cleanup standard may be considered to be attained if the parameter is undetected at the PQL, and the conditions outlined in WAC 173-340-707 are met to Ecology's satisfaction.

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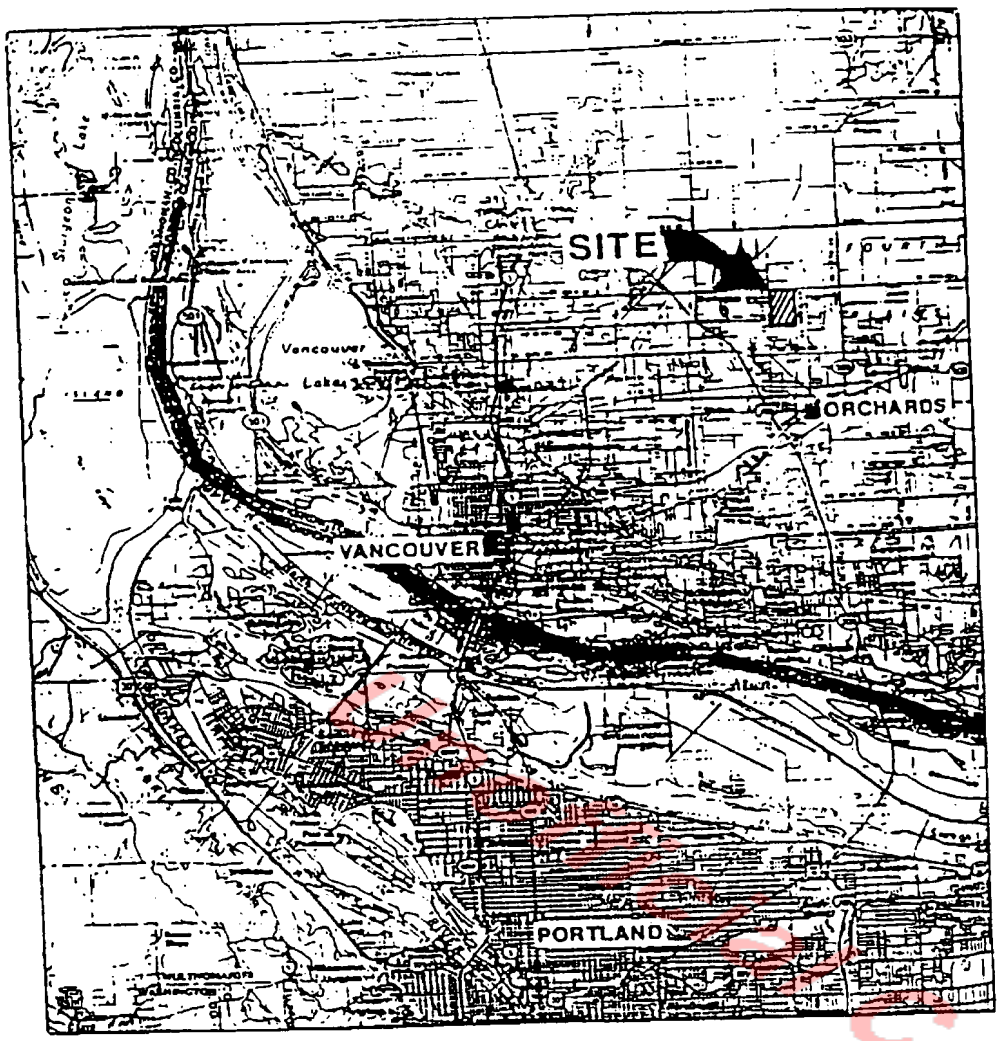

Sweet-Edwards
EMCON

Figure 1
LEICHNER LANDFILL
SITE LOCATION MAP

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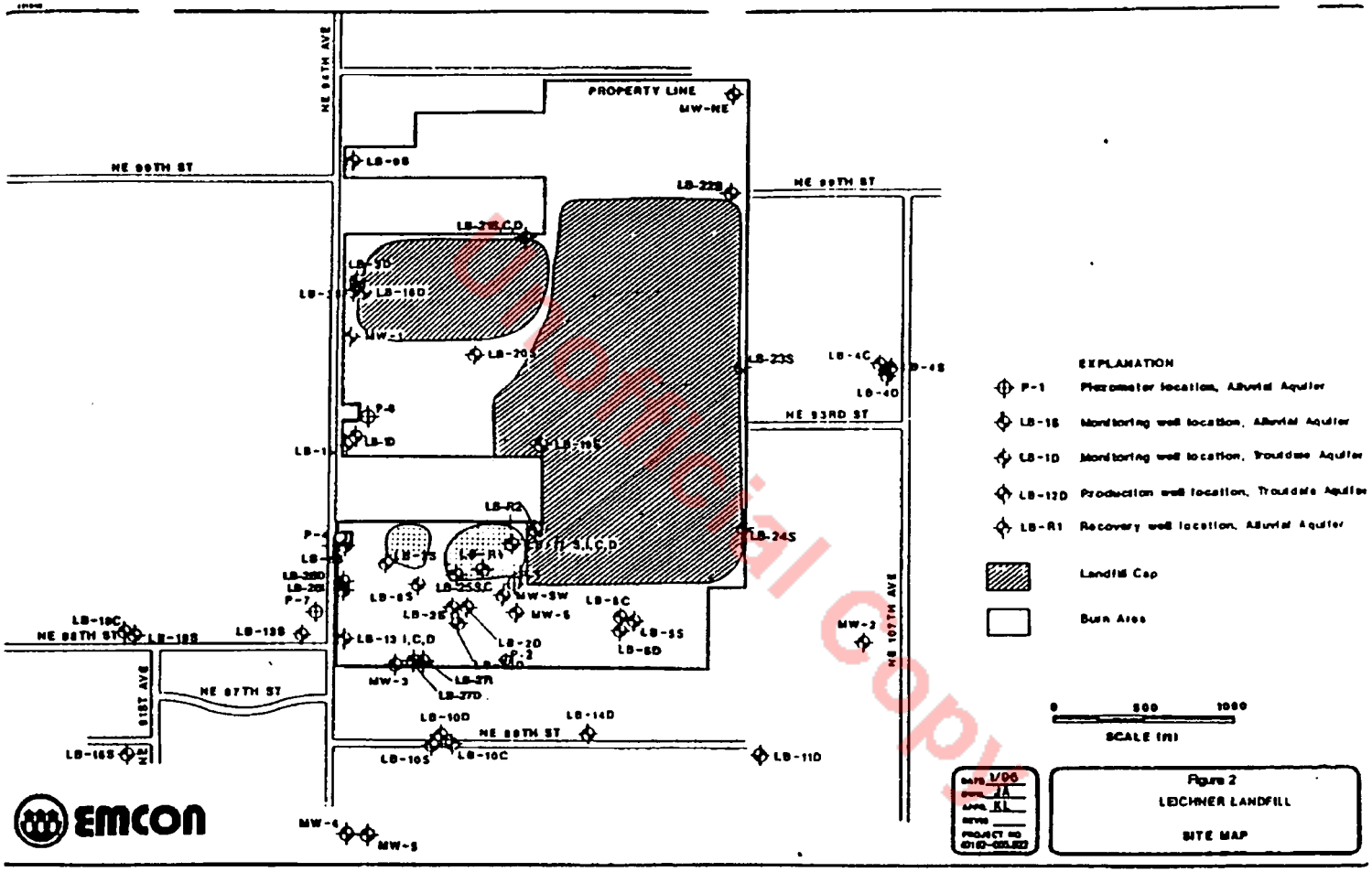
PROPERTY LINE
MW-NE
NE 88TH ST
NE 87TH ST
NE 83RD ST
NE 107TH AVE
LB-22S
LB-23S
LB-24S
LB-11D
LB-14D
LB-10D
LB-10S
LB-10C
LB-11S
LB-16S
LB-18S
LB-18C
MW-1
MW-2
MW-3
MW-4
MW-5
MW-6
MW-7S
MW-8W
LB-R1
LB-R2
LB-1D
LB-2D
LB-5D
LB-8D
LB-8S
LB-8C
LB-2E
LB-20
LB-27S
LB-27D
LB-13 I,C,D
LB-25S,C
P-1
P-2
P-3
P-4
P-5
P-6
P-7
P-8
EXPLANATION
P-1 Piezometer location, Alluvial Aquifer
LB-1S Monitoring well location, Alluvial Aquifer
LB-1D Monitoring well location, Troutdale Aquifer
LB-11D Production well location, Troutdale Aquifer
LB-R1 Recovery well location, Alluvial Aquifer
Landfill Cap
Burn Area
0 500 1000
SCALE (ft)
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Figure 2
LEICHNER LANDFILL
SITE MAP
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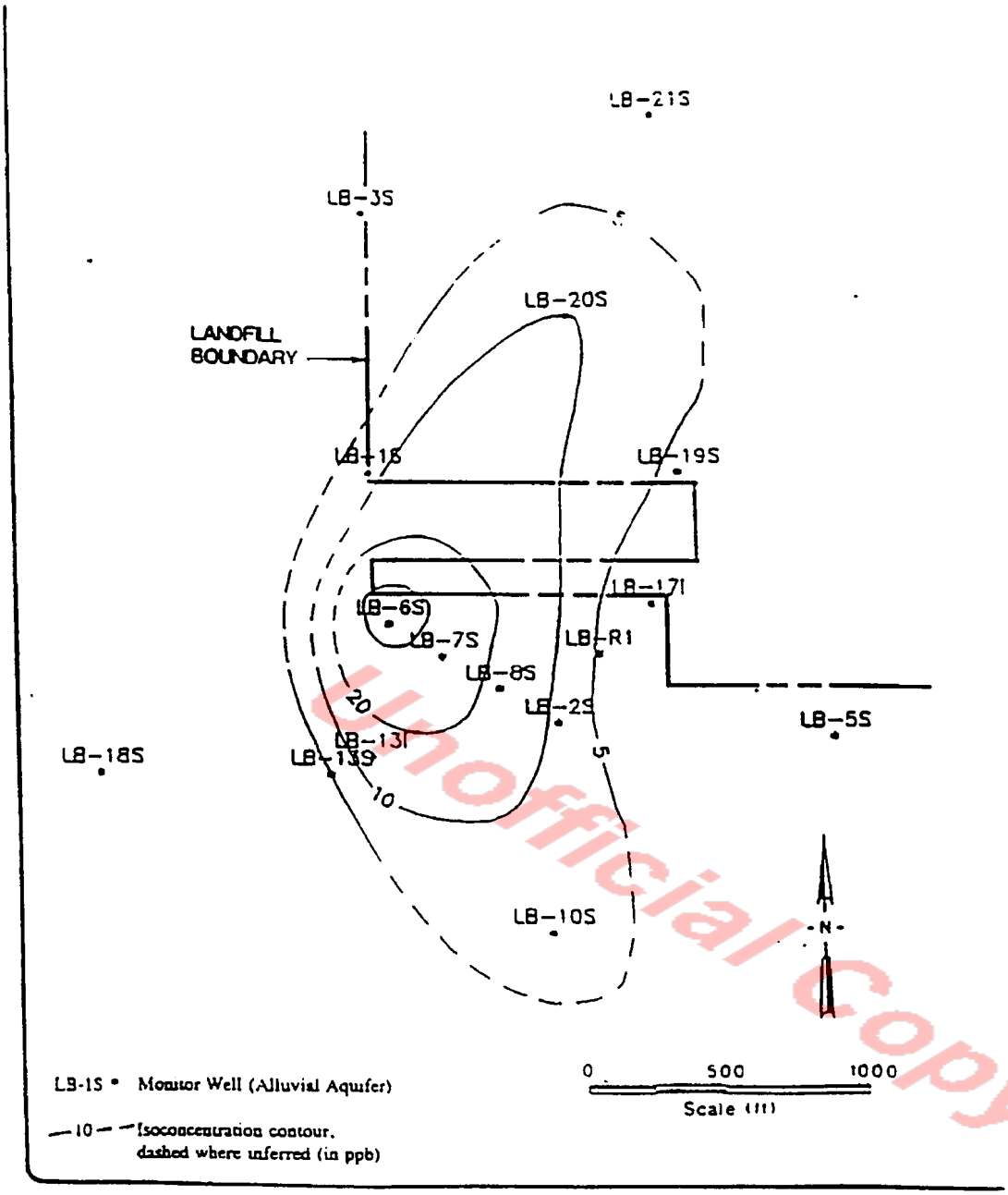

Figure 3
LEICHNER LANDFILL
Pre-Remedial Action Total VOC Concentration
Averaged Values - Alluvial Aquifer 1987 - 1992

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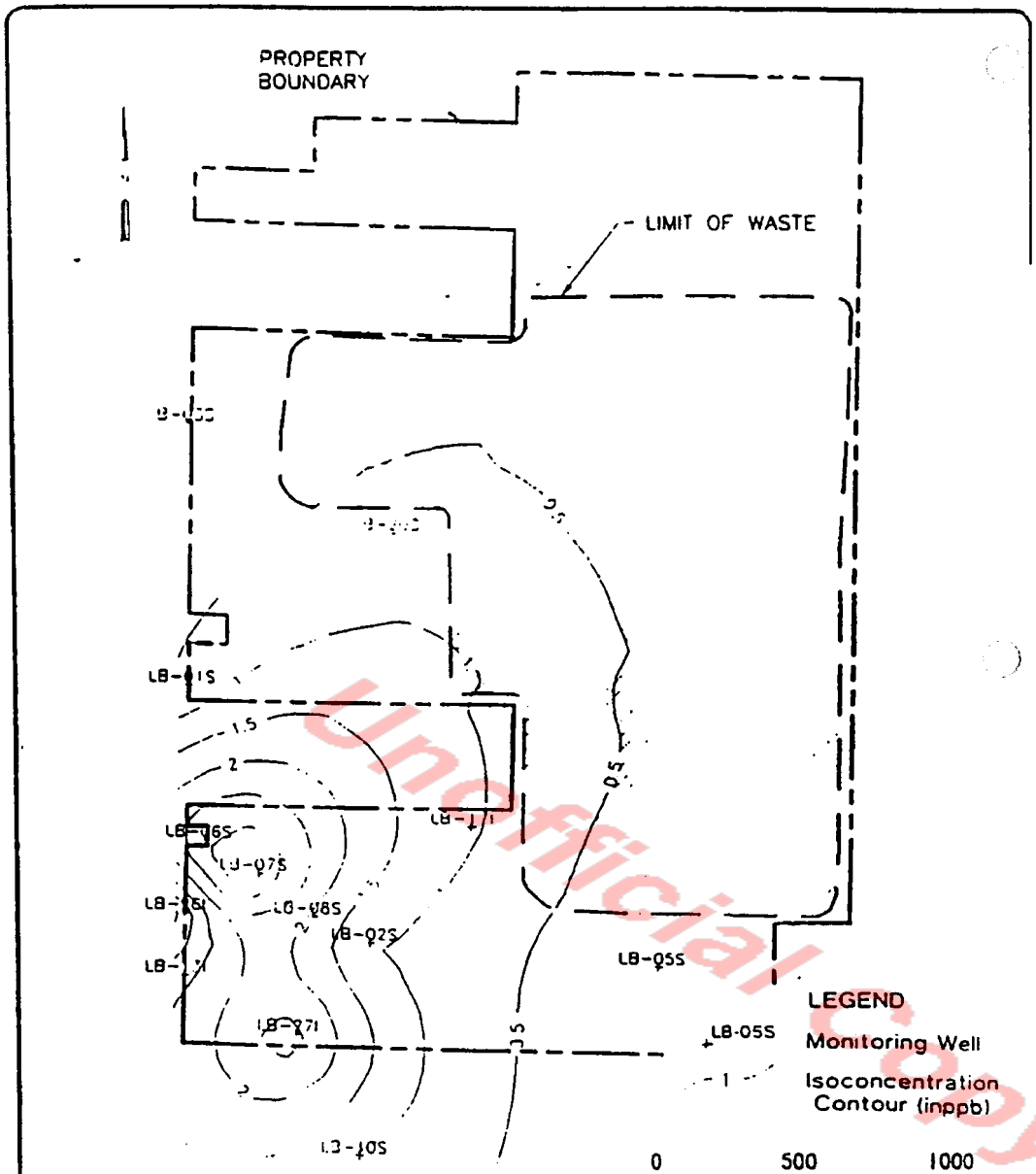

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Figure 4
LEICHNER LANDFILL
Post-Remedial Action Total VOC Concentration
Averaged Values - Alluvial Aquifer 1992 - 1995

EXHIBIT C

RESTRICTIVE COVENANT

The property that is the subject of this Restrictive Covenant is the subject of remedial action under Chapter 70.105D RCW. The work done to clean up the property (hereafter the "Cleanup Action") is described in the Consent Decree entered in State of Washington v. Leichner Brothers Land Reclamation Corporation, Clark County Superior Court No. _____, and in exhibits to the Consent Decree. This Restrictive Covenant is required by the State of Washington Department of Ecology pursuant to WAC 173-340-440 because contaminants will be left in place on the property. This Restrictive Covenant is necessary to assure the continued protection of human health and the environment and the integrity of the Cleanup Action.

The undersigned, Leichner Brothers Land Reclamation Corporation, is the fee owner of real property in the County of Clark, State of Washington (legal description attached), hereafter referred to as the "Property." The Property encompasses both surface and subsurface estates. Leichner Brothers Land Reclamation Corporation 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 and all persons claiming under them, including all current and future owners of any portion of or interest in the Property.

Section 1. No groundwater may be taken for domestic purposes from any well on the Property.

Section 2. Any activity on the Property that may interfere with the Cleanup Action is prohibited. Any activity on the Property that may result in the release of a hazardous substance that was contained as a part of the Cleanup Action is prohibited, unless allowed under the terms of an NPDES or state waste discharge permit.

Section 3. The owner of the Property must give written notice to the Department of Ecology, or to a successor agency, of the owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property may be consummated by the owner without adequate and complete provision for the continued operation, maintenance, and monitoring of the Cleanup Action.

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Section 4. The owner of the Property must notify and obtain approval from the Department of Ecology, or from a successor agency, prior to any use of the Property that is inconsistent with the terms of this Restrictive covenant. The Department of Ecology or its successor agency may approve such a use only after public notice and opportunity for comment, and only if the proposed use will not threaten human health or the environment..

Section 5. The owner of the Property shall allow authorized representatives of the Department of Ecology, or of a successor agency, the right to enter the Property in accordance with the terms set forth in Section IX of the Consent Decree for the purposes of evaluating compliance with the terms of the Consent Decree and the Cleanup Action Plan, to take samples, to inspect Cleanup Action taken at the Property, and to inspect records that are related to the Cleanup Action.

Section 6. The owner of the Property and the owner's assigns and successors in interest reserve the right under WAC 173-340-440 to record an instrument providing 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 with the consent of the Department of Ecology, or of a successor agency. The Department of Ecology or a successor agency may consent to the recording of such an instrument only after public notice and comment, and only if all of Leichner Brothers Land Reclamation Corporation's obligations under the Consent Decree have been satisfactorily completed.

_____
Name
Title
Leichner Brothers Land Reclamation Corporation

_____
Date

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RE-RECORDED TO CORRECT LEGAL DESCRIPTION

EXHIBIT D

OPTION AGREEMENT

OPTION AGREEMENT dated as of the 26 day of May, 1989 between Leichner Brothers Land Reclamation Corporation, a Washington corporation (the "Company") and Clark County, a political subdivision of the State of Washington (the "County").

RECITALS

A. The Company owns a sanitary landfill "Landfill" and other property located in the vicinity of Northeast 94th Avenue and 86th Street, which is in the unincorporated portion of the County (the "Property").

B. The Company, the County, and the City of Vancouver have entered into a Disposal Agreement pursuant to which the Company has agreed to grant the County the option to purchase a portion of such Landfill.

AGREEMENTS

In consideration of the mutual covenants and promises contained herein, the parties hereto hereby agree as follows:

1. Grant of Option. The Company hereby grants the County the option to purchase all or a portion of the Property for a purchase price of one dollar ($1.00) (the "Option Price") in accordance with the terms and provisions of this Agreement.

2. Property. Attached hereto as Exhibit A is a legal description and survey for the property subject to this Option. The parties acknowledge and agree that the description shall be modified by mutual agreement of the parties upon completion of the closure of the Leichner Landfill to include that property actually comprising the active face of the landfill and including the detention facilities and the property acquired from Aune Koski.

345

3. Exercise of Option. The County shall exercise its option by written notice of exercise to the Company, together with the Option Price both received by the Company within the time period commencing on the date that the Southwest Washington Health District issues a certificate of completion of post-closure pursuant to WAC 173-304-407(7)(c) finding that the Landfill is stabilized with little or no settlement, gas production or leachate generation, and terminating one year later.

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4. Transfer of Property. Within ten (10) days of receipt of exercise of this option and the Option Price, the Company shall transfer the Option Property to the County by a quitclaim deed.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

EXECUTED as of the day and year first above written.

LEICHNER BROTHERS LAND RECLAMATION CORPORATION

By: _____
Title: PRESIDENT

CLARK COUNTY

By: _____
Title: Chair

Approved as to form
Deputy Prosecuting Attorney

Unofficial Copy

EXHIBIT A - 2
(N:LE20) 12/01/88

STATE OF WASHINGTON)
: ss.
County of Clark)

I certify that Craig Leuhs appeared personally before me and that I know or have satisfactory evidence that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice President of Leichner Brothers Land Reclamation Corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 26 day of June, 1989.

NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: 12/14/91

STATE OF WASHINGTON)
: ss.
County of Clark)

I certify that Bessie Kistler appeared personally before me and that I know or have satisfactory evidence that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Chairperson of the Board - Commissioners of Clark County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 6th day of July, 1989.

JONI B. McANALLY
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
OCTOBER 5, 1994

NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: 10-5-94

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(01153000.not)

OLSON
ENGINEERING INC

LEGAL DESCRIPTION FOR LEICHNER
Road Easement Over Land Fill

November 29, 1988

An 60.00 foot easement for access and utilities in the James McAllister Donation Land Claim in the Southwest quarter of Section 33, Township 3 North, Range 2 East and the Northwest quarter of Section 4, Township 2 North, Range 2 East of the Willamette Meridian in Clark County, Washington being 30 feet on each side of the following described centerline:

COMMENCING at the Southwest corner of said McAllister D.L.C.;

THENCE North 02° 09' 58" East along the West line of said McAllister D.L.C. 2188.63 feet to a point which bears North 87° 10' 13" West from a 1/2" iron rod set by Olson Engineering Inc. in 1988;

THENCE South 87° 10' 13" East 20.00 feet to said 1/2" iron rod;

THENCE South 87° 10' 13" East 160.01 feet to a 1/2" iron rod set by Olson Engineering Inc. in 1988;

THENCE South 02° 09' 58" West 105.01 feet to a 1/2" iron rod set by Olson Engineering Inc. in 1988;

THENCE South 87° 10' 13" East 210.05 feet to a 1/2" iron rod set by Olson Engineering Inc. in 1988;

THENCE South 87° 51' 35" East 756.61 feet to a 1/2" iron rod set by Olson Engineering Inc. in 1988;

THENCE North 02° 21' 36" East along the East line of that tract described in Exhibit_____ as Recorded in that Boundary Agreement recorded in Clark County Auditor's File _____, 380.79 feet, more or less, to the Northeast corner thereof;

THENCE South 87° 38' 24" East 40.88 feet to the TRUE POINT OF BEGINNING of said centerline easement;

THENCE South 01° 58' 36" West 337.66 to a 112.00 foot radius curve to the right;

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THENCE along said 112.00 foot radius curve to the right 71.20 feet;

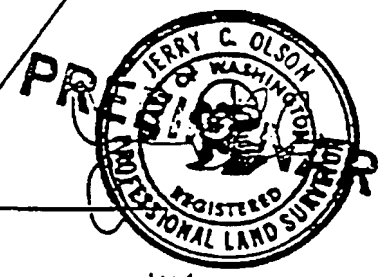
THENCE South 38° 23' 58" West 145.23 feet to a 112.00 foot radius curve to the left;

THENCE along said 112.00 foot radius curve to the left 67.84 feet;

THENCE South 03° 41' 36" West 334.98 feet to a 81.16 foot radius curve to the right;

THENCE along said 81.16 foot radius curve to the right 96.69 feet;

THENCE South 71° 56' 50" West 100.00 feet to the End Of Said Easement.



PRELIMINARY

11/30/88

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OLSON

LEGAL DESCRIPTION FOR LEICHNER BROTHERS
Land Fill to Transfer to County

December 5, 1988

A parcel of property in Section 4, Township 2 North, Range 2 East and Section 33, Township 3 North, Range 2 East of the Willamette Meridian in the James McAllister Donation Land Claim and in a portion of Newton Addition recorded in Book A of Plats at Page 60 of Clark County records, described as follows:

BEGINNING at the Southwest corner of the McAllister D.L.C.;

THENCE South 02° 10' 22" West along the centerline of N.E. 94th Avenue 466.21 feet to the South line of the North half of lot 5 of said Newton Addition;

THENCE South 88° 16' 06" East along the South lines of the North half of Lot 5, North half of Lot 4, North half lot 3, North half of Lot 2, and the Northwest quarter of Lot 1 of said Newton Addition 2138.67 feet to the Southeast corner of the Northwest quarter of Lot 1 of said Newton Addition;

THENCE North 01° 43' 50" East along the East line of the Northwest quarter of said Lot 1 of Newton Addition 474.11 feet to the South line of the McAllister D.L.C.;

THENCE South 88° 29' 04" East along the South line of said D.L.C. 227.44 feet to the Southeast corner thereof;

THENCE North 01° 59' 43" East along the East line of said D.L.C. 492.81 feet to the Northwest corner of the Napoleon McGilvery D.L.C.;

THENCE North 02° 07' 55" East along the East line of said McAllister D.L.C. 1698.33 feet;

THENCE North 87° 52' 05" West 48.47 feet to a 1/2" iron rod set by Olson Engineering;

THENCE North 05° 40' 25" West 37.37 feet to a 1/2" iron rod set by Olson Engineering;

THENCE North 28° 28' 05" West 41.83 feet to a 1/2" iron rod set by Olson Engineering;

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THENCE North 45° 13' 28" West 53.00 feet to a 1/2" iron rod set by Olson Engineering;

THENCE North 68° 47' 29" West 46.58 feet to a 1/2" iron rod set by Olson Engineering;

THENCE North 89° 04' 51" West 99.87 feet to a 1/2" iron rod set by Olson Engineering;

THENCE North 00° 00' 24" East 106.08 feet to a 1/2" iron rod set by Olson Engineering;

THENCE North 86° 10' 54" West 107.89 feet to a 1/2" iron rod set by Olson Engineering;

THENCE North 89° 03' 07" West 150.73 feet to a 1/2" iron rod set by Olson Engineering;

THENCE North 88° 22' 33" West 198.80 feet to a 1/2" iron rod set by Olson Engineering;

THENCE North 89° 30' 03" West 50.91 feet to a 1/2" iron rod set by Olson Engineering;

THENCE South 87° 58' 15" West 196.96 feet to a 1/2" iron rod set by Olson Engineering;

THENCE South 75° 26' 45" West 30.55 feet to a 1/2" iron rod set by Olson Engineering;

THENCE South 87° 53' 45" West 20.26 feet to a 1/2" iron rod set by Olson Engineering;

THENCE South 72° 27' 01" West 52.91 feet to a 1/2" iron rod set by Olson Engineering;

THENCE South 88° 51' 39" West 54.74 feet to a 1/2" iron rod set by Olson Engineering;

THENCE South 88° 51' 39" West 54.45 feet to a 1/2" iron rod set by Olson Engineering;

THENCE South 00° 49' 51" West 167.05 feet to a 1/2" iron rod set by Olson Engineering;

THENCE North 88° 47' 08" West 100.64 feet to a point on the East line of that tract described in Exhibit_____ of the Boundary Agreement recorded in Clark County Auditor's File_____;

THENCE South 02° 21' 26" West along said East line 132.00 feet to the Southeast corner of that tract described in said Exhibit;

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THENCE North 87° 51' 25" West along the South line of that tract described in said Exhibit 732.15 feet;

THENCE South 07° 18' 23" West 580.41 feet to a 1/2" iron rod set by Olson Engineering;

THENCE South 88° 29' 24" East 111.86 feet to a 1/2" iron rod set by Olson Engineering;

THENCE South 76° 57' 08" East 205.44 feet to a 1/2" iron rod set by Olson Engineering;

THENCE South 89° 23' 23" East 317.09 feet to a 1/2" iron rod set by Olson Engineering;

THENCE South 00° 10' 35" East 292.10 feet to a 1/2" iron rod set by Olson Engineering;

THENCE South 85° 55' 15" West 149.19 feet to a 1/2" iron rod set by Olson Engineering;

THENCE South 02° 40' 38" West 764.07 feet to a 1/2" iron rod set by Olson Engineering;

THENCE South 88° 02' 47" East 328.78 feet towards a 1/2" iron rod set by Olson Engineering to a point that bears North 02° 07' 55" East from the Northeast corner of that property conveyed to Felix and Bonnie Fleischer by deed recorded in Clark County Auditor's File No. 8403160018;

THENCE South 02° 07' 55" West 34.69 feet to the Northeast corner of said Fleischer tract;

THENCE South 02° 07' 55" West along the East line of said Fleischer tract 219.37 feet;

THENCE continuing along the East line of said Fleischer tract South 01° 59' 43" West 127.18 feet to the Southeast corner thereof;

THENCE North 88° 29' 04" West along the South line of said Fleischer tract 1182.85 feet to the West line of the McAllister D.L.C. and the Southwest corner of said Fleischer tract;

THENCE South 02° 09' 58" West along the West line of said D.L.C. 60.00 feet to the North line of that tract conveyed to Neil D. McPherson by deed recorded under Auditor's File #8703170208 of Clark County records;

THENCE South 88° 29' 04" East along said North line 90.01 feet to the East line of said McPherson tract;

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~~THENCE South 02° 09'58" West along said East line 80.01~~ feet to the South line of said McPherson tract;

THENCE North 88° 29' 04" West along the South line of said McPherson tract 90.01 feet to the West line of said McAllister D.L.C;

THENCE South 02° 09' 58" West along said West line 236.55 feet to the POINT OF BEGINNING.

EXCEPT any portion thereof lying in N.E. 94th Avenue.

JERRY C. OLSON
STATE OF WASHINGTON
REGISTERED
PROFESSIONAL LAND SURVEYOR

12/5/88

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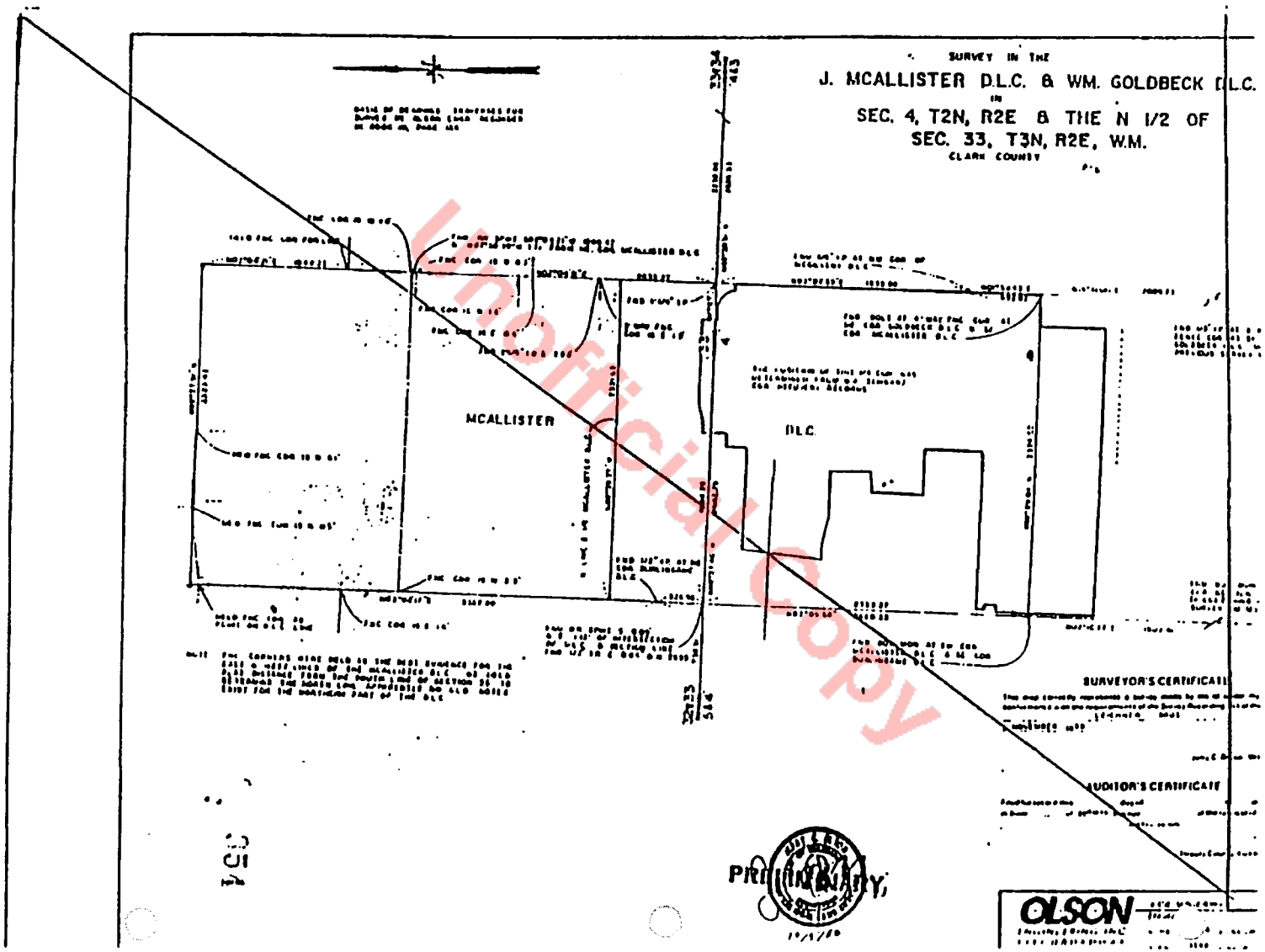

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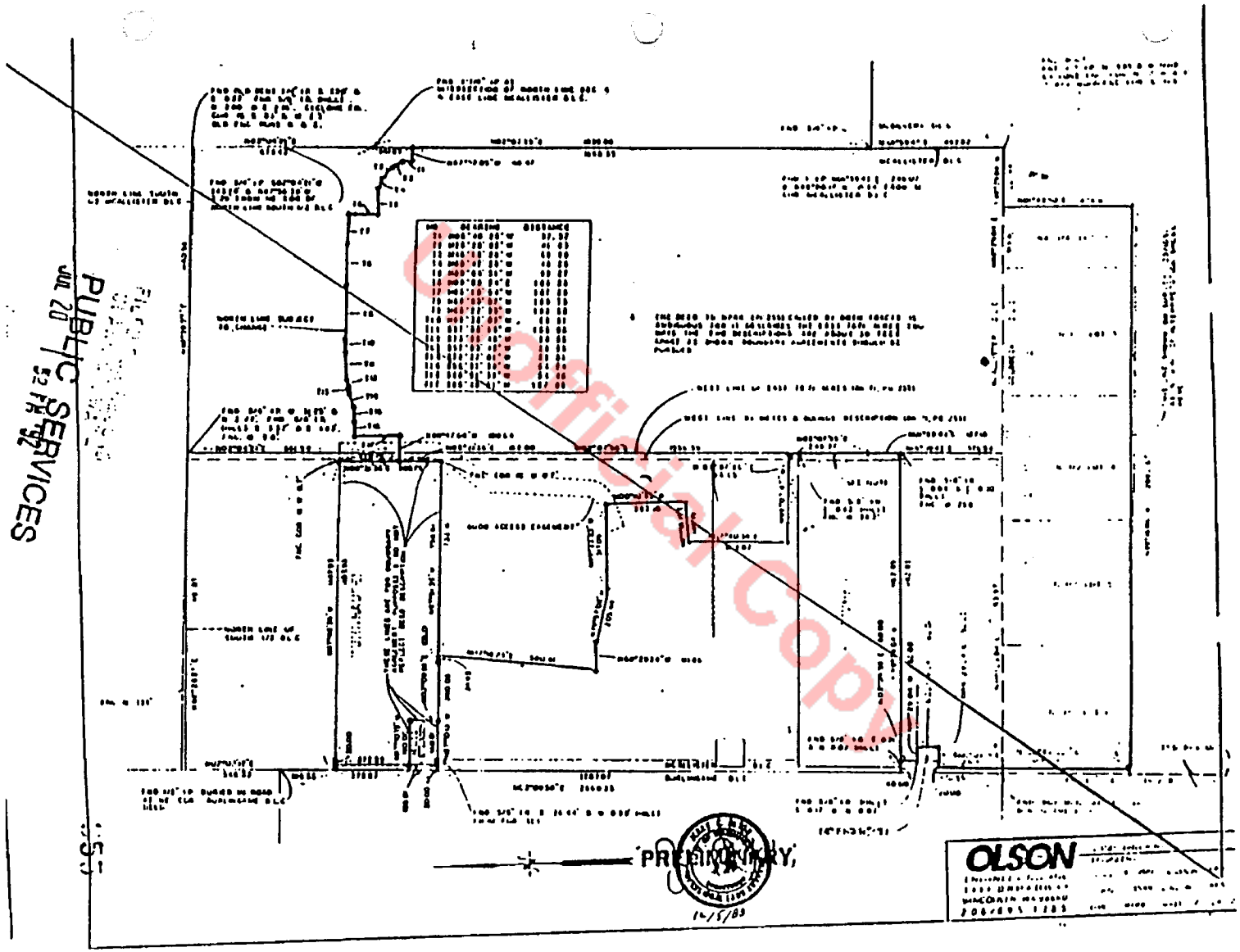

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RECEIVED
AUG 13 1993
Clark County
Community Dev/Public Works

LEGAL DESCRIPTION FOR LEICHNER
Landfill Transfer to Clark County

October 27, 1992

A parcel of property in the James McAllister and in the William Goldbeck Donation Land Claim and in a portion of the Newton Addition as recorded in Book A of Plats at page 60 of Clark County records, in the North half of Section 4, Township 2 North, Range 2 East and in the South half of Section 33, Township 3 North, Range 2 East of the Willamette Meridian described as follows:

COMMENCING at the Southwest corner of said McAllister Donation Land Claim;

THENCE North 02° 09' 58" East along the West line of said McAllister Donation Land Claim 753.11 feet to the North line of that tract conveyed to Felix F. Fleischer by deed recorded under Auditor's File # 8403160018 of Clark County records;

THENCE South 88° 29' 04" East along said North line 850.15 feet to the TRUE POINT OF BEGINNING;

THENCE North 04° 03' 55" East 157.74 feet;

THENCE North 05° 00' 52" West 62.39 feet;

THENCE North 09° 23' 06" East 45.95 feet;

THENCE North 21° 38' 11" East 73.95 feet;

THENCE North 03° 53' 37" West 95.70 feet;

THENCE South 88° 55' 24" East 95.97 feet;

THENCE North 04° 57' 43" East 277.44 feet;

THENCE North 89° 23' 23" West 301.36 feet;

THENCE North 76° 57' 08" West 205.44 feet;

THENCE North 88° 29' 24" West 111.86 feet;

THENCE North 07° 18' 23" East 530.41 feet to the South line of the Kuhnhausen parcel as described in Exhibit D of the boundary line agreement recorded under Auditor's File # 9108090261 of Clark County records;

THENCE South 87° 51' 35" East along said South line 732.16 feet to the East line of said Kuhnhausen parcel;

10/6/93

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THENCE North 02° 21' 36" East along said East line 330.79 feet to the Northeast corner of said Kuhnhausen parcel:

THENCE North 02° 21' 36" East 103.27 feet:

THENCE North 89° 50' 17" East 263.64 feet:

THENCE South 79° 14' 48" East 288.86 feet:

THENCE South 87° 14' 12" East 133.24 feet:

THENCE South 85° 56' 14" East 199.37 feet:

THENCE North 45° 17' 17" East 77.77 feet:

THENCE North 89° 42' 20" East 238.67 feet to the East line of said McAllister Donation Land Claim:

THENCE South 02° 04' 21" West along said East line 231.02 feet:

THENCE South 02° 07' 55" West along said East line 1839.88 feet to the Northwest corner of the Napoleon McGilvery Donation Land Claim:

THENCE South 01° 59' 43" West along said East line 492.82 feet to the Southeast corner of said McAllister Donation Land Claim:

THENCE North 88° 29' 04" West along the South line of said McAllister Donation Land Claim 227.44 feet to the Northeast corner of the Northwest quarter of Lot 1 of the Newton Addition:

THENCE South 01° 43' 50" West along the East line of said Northwest quarter 473.72 feet to that line established by boundary agreement as recorded under Auditor's File # 9108090260 of Clark County records:

THENCE North 38° 16' 04" West along said boundary agreement line 981.21 feet:

THENCE South 01° 43' 50" West along said boundary agreement line 0.41 feet to the South line of the North half of Lot 3 of said Newton Addition:

THENCE North 88° 16' 06" West along said South line and the South lines of the North half of Lot 4 and the North half of Lot 5 of said Newton Addition 1119.46 feet to the centerline of NE 94th Ave:

THENCE North 02° 10' 22" East along said centerline 466.22 feet to the Southwest corner of the McAllister Donation Land Claim:

THENCE North 02° 09' 58" East along the West line of said McAllister Donation Land Claim 236.55 feet to the Southwest corner of that tract conveyed to Arvid E Koski by deed recorded under Auditor's File # G 18438 of Clark County records:

THENCE South 88° 29' 04" East along the South line of said Koski tract 90.00 feet to the Southeast corner thereof:

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THENCE North 02° 09' 58" East along the East line of said Koski tract 80.01 feet to the Northeast corner thereof;

THENCE North 88° 29' 04" West along the North line of said Koski tract 90.00 feet to the West line of said McAllister Donation Land Claim;

THENCE North 02° 09' 58" East along said West line 60.00 feet to the South line of said Fleischer tract;

THENCE South 88° 29' 04" East along said South line 1157.05 feet to a fence line;

THENCE North 01° 43' 14" East along said fence line 376.53 feet to the North line of said Fleisher tract;

THENCE North 88° 29' 04" West along said North line 303.98 feet to the TRUE POINT OF BEGINNING.

8/11/93

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EXHIBIT F

PUBLIC PARTICIPATION PLAN
LEICHNER BROTHERS LANDFILL
REMEDIAL ACTION
VANCOUVER, WASHINGTON

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Washington Department of Ecology
Southwest Regional Office
Toxics Cleanup Program
Olympia, Washington

January 1996

I. INTRODUCTION AND OVERVIEW OF PUBLIC PARTICIPATION PLAN

The Washington Department of Ecology is committed to providing public participation opportunities during the investigation and cleanup of this hazardous waste site. The public participation plan is intended to promote public understanding of Ecology's responsibilities, planning activities, and remedial activities at hazardous waste sites. It also provides an opportunity for Ecology to learn, from the public, information that will enable Ecology to develop a comprehensive cleanup plan that is protective of both human health and the environment. This public participation plan is an amended version of the May 1993 public participation plan.

A. This puolic participation plan for the Leichner Brothers Landfill hazardous waste cleanup site covers activities in the implementation of a consent decree for remedial action. It has been tailored to the needs of the public based on the stage and nature of the cleanup, the level of public concern, and the risks posed by the site.

B. The Leichner Brothers Landfill has been a municipal solid waste landfill (100 acres) since approximately 1940. It is owned and operated by Leichner Brothers Land Reclamation Corporation (LBLRC). Until the mid-1960's, waste received at the landfill was burned. Since then, waste received at the landfill has been compacted and covered with soil. The landfill accepted municipal solid waste from the cities and towns in Clark County as well as from the unincorporated areas of the county. The landfill stopped receiving waste at the end of 1991 and was closed in November 1992.

Beginning in 1987, Ecology and LBLRC entered into a series of agreed orders to investigate contamination at the Leichner Brothers Landfill. A remedial investigation and feasibility study (RI/FS) was completed in April 1988. In April 1989, Ecology issued an order to LBLRC requiring further investigation and remediation of contaminated ground water. An amendment to this order, in June 1989, required a report on the on-going hydrogeology and treatability studies. In a second amendment to the April 1989 order, Ecology required further investigations, which are summarized in the October 1991 Remedial Investigation Amendment. Based on the technical information submitted by LBLRC, Ecology developed a draft cleanup action plan in early 1992, after which time, Ecology and LBLRC negotiated a consent decree that described the additional remedial actions that would be conducted at the landfill. The proposed consent decree and cleanup action plan went through a 30-day public comment period in July 1992. However, due to some legal uncertainties between LBLRC, the City of Vancouver and Clark County about cleanup costs, the 1992 consent decree was never finalized in court. Ecology proceeded with the agreed order so that cleanup could continue. This agreed order specified most of the same remedial actions proposed in the July 1992 consent decree.

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The following reports have been completed by LBLRC:

Leichner Landfill Remedial Investigation Report, February 1988
Feasibility Study for the Leichner Landfill, April 1988
Leichner Brothers Landfill Master Operations Plan, February 1989
Interim Report Hydrogeologic Characterization and Pilot Treatment System, November 1989
Technical Memorandum for Ground Water Treatment Alternatives, March 1990
Technical Memorandum of Ground Water Modeling, May 1990
Ground Water Treatment Bench-Scale Studies Report, July 1990
Ground Water Treatment Pilot-Scale Study Experimental Plan, October 1990
Ground Water Treatment Pilot-Scale Study Report, September 1991
Remedial Investigation Report Amendment, October 1991
Leichner Landfill Domestic Well Canvass Work Plan, 1993
Leichner Landfill Domestic Well Canvass, 1993
Construction Report, Leichner Brothers Landfill Closure, 1993
Operation and Maintenance Manual for Leichner Brothers Landfill, Volume I: Landfill Gas Extraction System, 1995
Operation and Maintenance Manual for Leichner Brothers Landfill, Volume II: Storm Water System and Final Cover System, 1996

A number of remedial actions have been completed at the landfill. An engineered composite cap cover system was constructed over the landfill. In addition, a landfill gas control/recovery system was installed, a stormwater control system was implemented, a domestic well survey undertaken, and an alternate water supply provided.

Ecology will oversee the project and has responsibility for public participation. LBLRC assisted Ecology in preparing this public participation plan.

C. This public participation plan outlines public participation activities to be conducted for the phases covered by this plan. This plan will be reviewed at each phase of cleanup, and amended or rewritten as appropriate.

The purpose of the public participation effort and of this plan is to ensure that the affected public and governmental agencies are kept informed as the remedial action proceeds, and that each has an opportunity to contribute information regarding the site, and to comment on the cleanup activities.

D. This plan is divided into the following sections:

II. Site Description
  A. Land Use
  B. Technical Aspects

III. Community Background

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A. Community Profile
B. Key Community Concerns

IV. Public Participation Activities

V. Appendices:
A. Site Map
B. Time Line
C. Site Mailing List
D. Update(s) to Public Participation Plan
E. Glossary

II. SITE DESCRIPTION

A. Land Use

Currently, the site is bordered to the west, north, and east by residential development. LBLRC owns approximately 30 acres to the south of the landfill. The property and surrounding area are currently zoned single family residential - 7500 square feet per lot (R 1-7-5), with a small area east of Northeast 90th Street and 94th Avenue zoned light manufacturing. Historically, the surrounding area was primarily farm/agricultural land. However, over the years, it has become urbanized through the creation of medium to large residential lots. The surrounding area is within the urban growth boundary and residential development is expected to continue in this area.

B. Technical Aspects

The geology in the vicinity of the landfill consists of alluvium (sand and gravel) to a depth of 70 to 100 feet, and the upper section of the Troutdale Formation, which consists of sand and gravel cemented in a matrix of silt. Water-bearing zones, or aquifers, are present in both the alluvium and the Troutdale Formation. Ground water flow in the aquifers is toward the south and southwest. The two aquifers appear to be locally interconnected southwest of the landfill.

Ground water quality in the alluvial aquifer, and to a lesser degree the Troutdale aquifer, has been impacted by the landfill. The alluvial aquifer displays elevated levels of constituents typical of municipal solid waste landfills including ammonia, iron, manganese, chloride, calcium, and specific conductance, as well as low levels of volatile organic compounds (VOCs). The Troutdale aquifer displays elevated levels of inorganic water quality parameters, including chloride, calcium, sulfate, and specific conductance. Low concentrations of VOCs (below drinking water standards and below MTCA cleanup levels) were detected in some domestic supply wells completed

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in the Troutdale aquifer. These wells are located about 3000 feet southwest of the Leichner Landfill property and it is unclear from these data alone that the VOCs are from the landfill.

When Ecology initially considered the selection of a remedial action for this site in 1992, contaminant levels and technical considerations resulted in Ecology selecting ground water extraction and treatment as the remedial action. Since then, conditions at the landfill have changed. Capping the landfill has minimized the lateral and vertical migration of leachate by reducing the volume of leachate generated. Ground water contaminant concentrations have decreased to the point that an extraction and treatment system is no longer justified. Ongoing ground water monitoring is required, as is long-term maintenance of the cover system, the gas control system, and the storm water management system.

Leichner has agreed to apply for a post-closure permit from the Southwest Washington Health District. When the permit is in place, the Health District will supervise the monitoring and maintenance activities and the landfill with Ecology oversight.

III. COMMUNITY BACKGROUND

A. Community Profile

Clark County's population is about 245,000. The property served as the only municipal landfill permitted within Clark County. The landfill closed on December 31, 1991 and the community now exports its solid waste to the Finley Buttes Landfill in Morrow County, Oregon.

The community is fairly concentrated near the urbanized areas, including Vancouver and the cities of Camas and Washougal. The property lies north of these urbanized areas, near Orchards. However, the urbanization has sprawled and residential housing borders three sides of the landfill.

B. Key Community Concerns

The key community concern is protection of drinking water quality. An alternate water supply has been provided to many of the homes in the area and all new homes in the vicinity will be connected to the municipal water system. The domestic well survey performed in 1993 investigated the impact of the landfill on nearby domestic wells.

IV. PUBLIC PARTICIPATION ACTIVITIES

The public participation plan for the Leichner Brothers Landfill will consist of the following activities:

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A. A 30-day public comment period on the consent decree was held beginning January 24, 1996 and ending February 23, 1996.

B. The potentially affected vicinity, which includes all properties around the perimeter of the site and any persons who may be directly affected by the site, as set forth in Appendix C, have been notified by mail.

The above have been identified as owning or leasing property immediately adjacent to the site. Those on the initial mailing list (refer to Appendix C) shall receive all site mailings. Anyone who requests to be placed on the site mailing list shall receive all future site mailings.

C. The public may review the agreed order and the recent fact sheet at the following locations:

Patty Hill
Washington Department of Ecology
Southwest Regional Office - Central Files
510 Desmond Drive/P.O. Box 47775
Olympia, WA 98504-7775
(360) 407-6365

Fort Vancouver Regional Library
1007 East Mill Plain Boulevard
Vancouver, WA 98663-3599
(360) 695-1566

Clark County Public Utilities
1408 Franklin Street
Vancouver, WA 98660-2879
(360) 699-2375

Southwest Washington Health District
2000 Fort Vancouver Way
Vancouver, WA 98663-3505
(360) 696-8428

These documents are available for review during the public comment period. Anyone requesting a copy of these documents will be provided them by Ecology.

D. All comments received will be retained in the Ecology Southwest Regional Office site files. Responses to comments received on documents circulated for public comment will be compiled in a "responsiveness summary" that will be sent to those who submit written comments and to the designated information

Unofficial Copy

repositories. Notice of availability will be published in the Ecology Site Register.

E. If there is a need for additional public participation activities, the public shall be notified through a legal notice in the Vancouver Columbian, and this public participation plan will be updated and delivered to the information repositories listed above.

F. Public notice announcements regarding the site will be placed in the Ecology Site Register for each comment period. Notice was listed in the January 30, 1996 Site Register.

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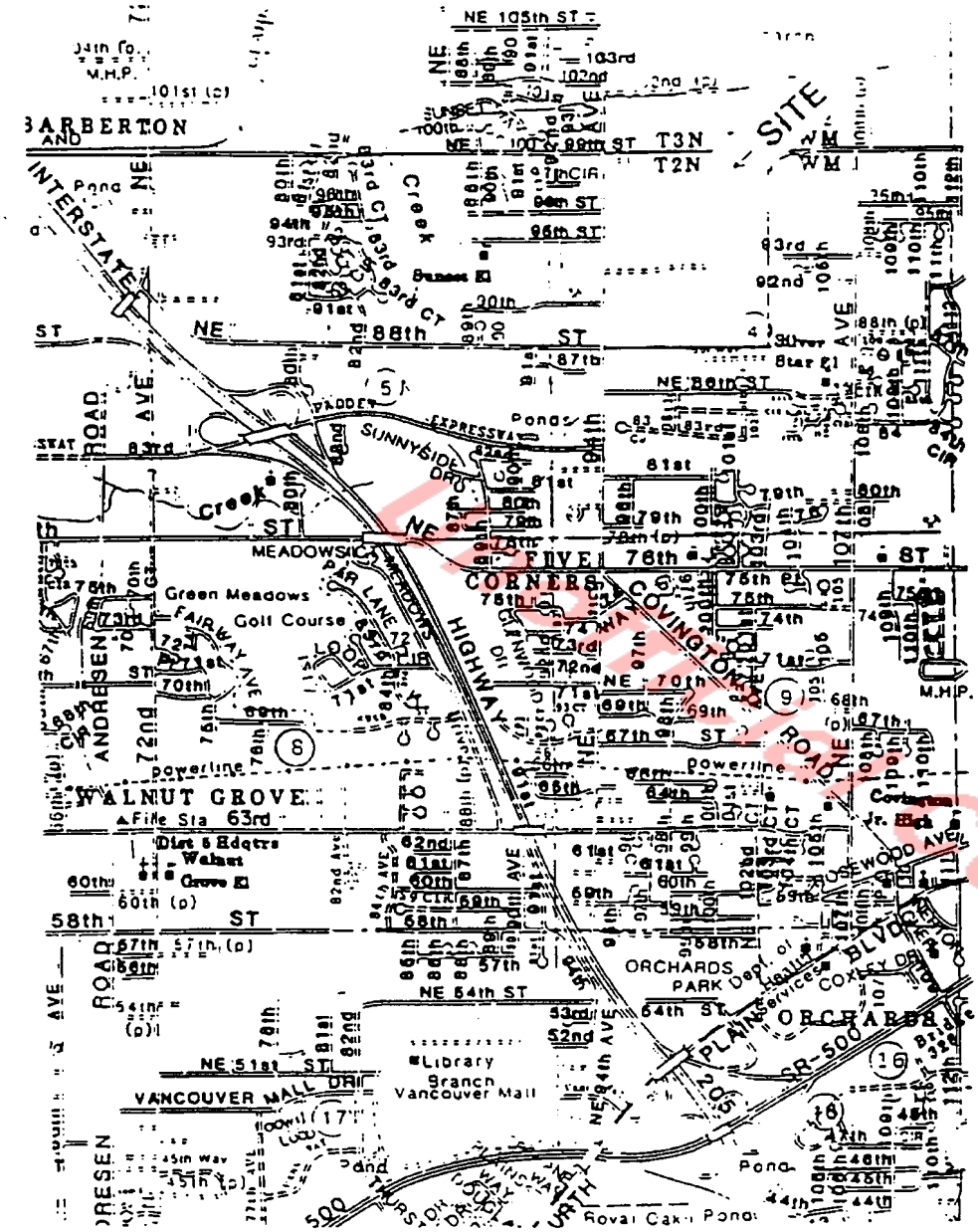
PUBLIC PARTICIPATION PLAN - APPENDIX A

SITE MAP



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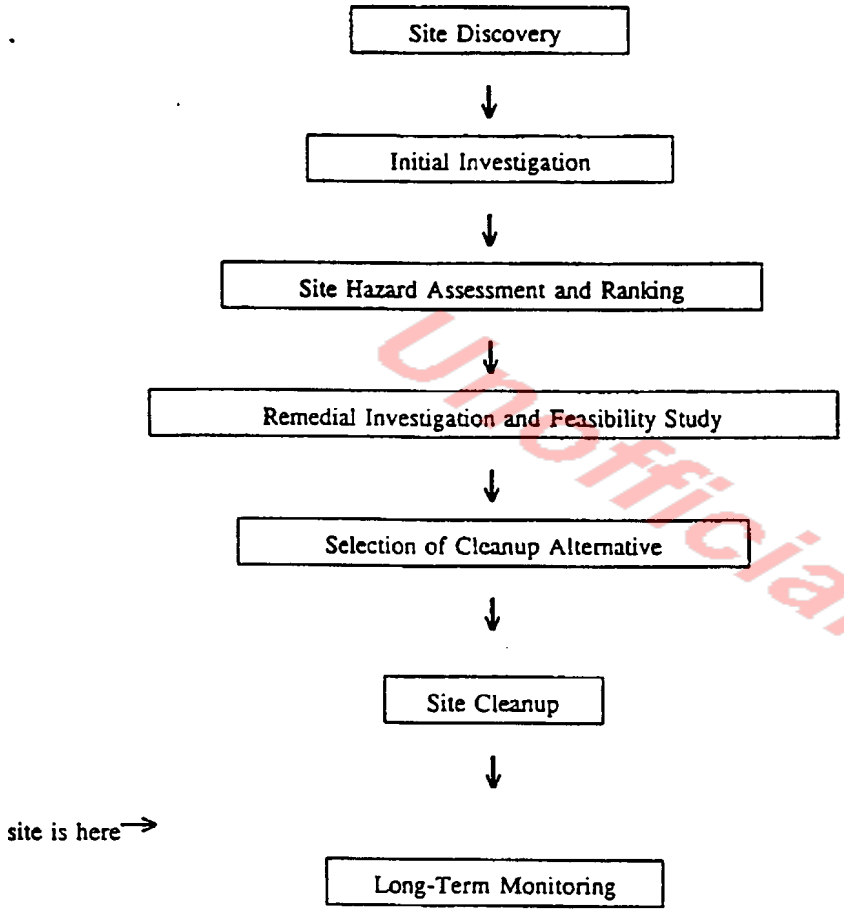
PUBLIC PARTICIPATION PLAN - APPENDIX B

TIME LINE

Each of these steps take varying amounts of time ranging from less than one year to several years, depending on the complexity of the site.



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PUBLIC PARTICIPATION PLAN - APPENDIX C

SITE MAILING LIST

- Site owners, operators (Leichner Brothers Land Reclamation Corporation)
- Potentially affected vicinity (including, but not limited to, adjacent property owners; see Section IV, B)
- Silver Star and Sunset Elementary Schools
- Nearby daycares
- City of Vancouver elected officials (mayor, city council, city commissioners, etc. in c/o city clerk's office)
- Clark County elected officials (county commissioners, etc. in c/o county clerk's office)
- Vancouver Fire District
- Southwest Washington Health District, Gary Bickett
- Port of Vancouver
- Vancouver Columbian, environmental reporter
- Local radio stations
- State legislators for Vancouver area
- Other interested citizens (Washington Environmental Council, local environmental groups, neighborhood associations, citizens' groups, anyone requesting to be placed on the site mailing list, etc.)
- Southwest Regional Citizens' Advisory Committee members
- WA Dept. of Health - Office of Toxic Substances
- Information repositories (see Section IV, C)
- Ecology Toxics Cleanup Program section heads
- Ecology Toxics Cleanup Program public participation staff (HQ and other regions)
- Ecology Toxics Cleanup Program PIO
- Ecology SWRO Regional Director/SWRO section heads
- Ecology Industrial Section (Paul Skyllingstad)
- Assistant Attorney General for the site, Tanya Barnett
- Ecology site manager, Rebecca Lawson
- PLP's, attorney(s), consultant(s)

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PUBLIC PARTICIPATION PLAN - APPENDIX D

GLOSSARY

Agreed order: A legal document, issued by Ecology, which formalizes an agreement between Ecology and the potentially liable persons for the actions needed at a site. An agreed order may be used for all remedial actions except for non-routine cleanup actions and interim actions that constitute a substantial majority of a cleanup action likely to be selected. Since an agreed order is not a settlement, an agreed order shall not provide for mixed funding, a covenant not to sue, or protection from claims for contribution. An agreed order means that the potentially liable person agrees to perform remedial actions at the site in accordance with the provisions of the agreed order and that Ecology will not take additional enforcement action against the potentially liable person to require those remedial actions specified in the agreed order so long as the potentially liable person complies with the provisions of the order. Agreed orders are subject to public comment. If an order substantially changes, an additional public comment period is provided.

Applicable state and federal laws: All legally applicable requirements and those requirements that Ecology determines are relevant and appropriate requirements.

Area background: The concentrations of hazardous substances that are consistently present in the environment in the vicinity of a site which are the result of human activities unrelated to releases from that site.

Carcinogen: Any substance or agent that produces or tends to produce cancer in humans.

Chronic toxicity: The ability of a hazardous substance to cause injury or death to an organism resulting from repeated or constant exposure to the hazardous substance over an extended period of time.

Cleanup: The implementation of a cleanup action or interim action.

Cleanup action: Any remedial action, except interim actions, taken at a site to eliminate, render less toxic, stabilize, contain, immobilize, isolate, treat, destroy, or remove a hazardous substance that complies with cleanup levels; utilizes permanent solutions to the maximum extent practicable; and includes adequate monitoring to ensure the effectiveness of the cleanup action.

Cleanup action plan: A document which selects the cleanup action and specifies cleanup standards and other requirements for a particular site. The cleanup action plan, which follows the remedial investigation/feasibility study report, is subject to a public comment period. After completion of a comment period on the draft cleanup action plan, Ecology issues a final cleanup action plan.

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Cleanup level: The concentration of a hazardous substance in soil, water, air, or sediment that is determined to be protective of human health and the environment under specified exposure conditions.

Cleanup process: The process for identifying, investigating, and cleaning up hazardous waste sites.

Consent decree: A legal document, approved and issued by a court, which formalizes an agreement reached between Ecology and potentially liable persons on the actions needed at a site. A consent decree is subject to public comment and a public meeting is required. If a consent decree substantially changes, an additional comment period is provided. After satisfying the public comment and meeting requirements, Ecology files the consent decree with the appropriate superior court or federal court having jurisdiction over the matter.

Containment: A container, vessel, barrier, or structure, whether natural or constructed, which confines a hazardous substance within a defined boundary and prevents or minimizes its release into the environment.

Contaminant: Any hazardous substance that does not occur naturally or occurs at greater than natural background levels.

Enforcement order: A legal document, issued by Ecology, requiring remedial action. Failure to comply with an enforcement order may result in substantial liability for costs and penalties. An enforcement order is subject to public comment. If an enforcement order is substantially changed, an additional comment period is provided.

Environment: Any plant, animal, natural resource, surface water (including underlying sediments), ground water, drinking water supply, land surface (including tidelands and shorelands) or subsurface strata, or ambient air within the state of Washington.

Exposure: Subjection of an organism to the action, influence, or effect of a hazardous substance (chemical agent) or physical agent.

Exposure pathway: The path a hazardous substance takes or could take from a source to an exposed organism. An exposure pathway describes the mechanism (e.g., inhalation, ingestion, injection, absorption through skin or eyes) by which an individual or population is exposed or has the potential to be exposed to hazardous substances at or originating from a site.

Facility: Any building, structure, installation, equipment, pipe or pipeline (including any pipe into a sewer or publicly-owned treatment works), well, pit, pond, lagoon, impoundment, ditch, landfill, storage container, motor vehicle, rolling stock, vessel, or aircraft; or any site or area where a hazardous substance, other than a consumer product in consumer use, has been deposited, stored, disposed or, or placed, or otherwise come to be located.

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Feasibility study (FS): Provides identification and analysis of site cleanup alternatives, and is usually completed within a year. The entire RI/FS process takes about two years and is followed by the cleanup action plan. Remedial action evaluating sufficient site information to enable the selection of a cleanup action plan.

Free product: A hazardous substance that is present as a nonaqueous phase liquid (that is, liquid not dissolved in water).

Ground water: Water in a saturated zone beneath the surface of land or below a surface water.

Hazardous site list: A list of ranked sites that require further remedial action. These sites are published in the Ecology Site Register.

Hazardous substance: Any dangerous or extremely hazardous waste as defined in RCW 70.105.010 (5) *[any discarded, useless, unwanted, or abandoned substances including, but not limited to, certain pesticides, or any residues or containers of such substances which are disposed of in such quantity or concentration as to pose a substantial present or potential hazard to human health, wildlife, or the environment because such wastes or constituents or combinations of such wastes: (a) have short-lived, toxic properties that may cause death, injury, or illness or have mutagenic, teratogenic, or carcinogenic properties; or (b) are corrosive, explosive, flammable, or may generate pressure through decomposition or other means.]* and (6) *[any dangerous waste which (a) will persist in a hazardous form for several years or more at a disposal site and which in its persistent form presents a significant environmental hazardous and may be concentrated by living organisms through a food chain or may affect the genetic makeup of man or wildlife; and is highly toxic to man or wildlife; (b) if disposed of at a disposal site in such quantities as would present an extreme hazard to man or the environment.]*, or any dangerous or extremely dangerous waste as designated by rule under Chapter 70.105 RCW; any hazardous substance as defined in RCW 70.105.010 (14) *[any liquid, solid, gas, or sludge, including any material, substance, product, commodity, or waste, regardless of quantity, that exhibits any of the characteristics or criteria of hazardous waste as described in rules adopted under this chapter.]* or any hazardous substance as defined by rule under Chapter 70.105 RCW; petroleum products.

Hazardous waste site: Any facility where there has been a confirmation of a release or threatened release of a hazardous substance that requires remedial action.

Independent cleanup action: Any remedial action conducted without Ecology oversight or approval, and not under an order or decree.

Initial investigation: An investigation to determine that a release or threatened release may have occurred that warrants further action.

Interim action: Any remedial action that partially addresses the cleanup of a site. It is an action that is technically necessary to reduce a threat to human health or the environment by eliminating or substantially reducing one or more pathways for exposure to a hazardous

Clark County Copy

substance at a facility; an action that corrects a problem that may become substantially worse or cost substantially more to address if the action is delayed; an action needed to provide for completion of a site hazard assessment, state remedial investigation/feasibility study, or design of a cleanup action.

Method detection limit (MDL): minimum concentration of a compound that can be measured and reported with 99 percent confidence that the value is greater than zero.

Mixed funding: Any funding, either in the form of a loan or a contribution, provided to potentially liable persons from the state toxics control account.

Model Toxics Control Act (MTCA): Refers to RCW 70.105D. It was approved by voters at the November 1988 general election and known as Initiative 97. The implementing regulation is WAC 173-340.

Natural background: The concentration of hazardous substance consistently present in the environment which has not been influenced by localized human activities.

National Priorities List (NPL): EPA's list of hazardous waste sites identified for possible long-term remedial response with funding from the federal Superfund trust fund. There are currently 41 sites in Washington State officially designated as final NPL sites and 4 sites pending federal Superfund designation.

Owner or operator: Any person with any ownership interest in the facility or who exercises any control over the facility; or in the case of an abandoned facility, any person who had owned or operated or exercised control over the facility any time before its abandonment.

Potentially liable person (PLP): Any person whom Ecology finds, based on credible evidence, to be liable under authority of RCW 70.105D.040.

Practical quantitation limit (PQL): lowest concentration that can be reliably measured within specified limits of precision, accuracy, representativeness, completeness, and comparability during routine laboratory operating conditions, using Ecology-approved methods.

Public notice: At a minimum, adequate notice mailed to all persons who have made a timely request of Ecology and to persons residing in the potentially affected vicinity of the proposed action; mailed to appropriate news media; published in the local (city or county) newspaper of largest circulation; and opportunity for interested persons to comment.

Public participation plan: A plan prepared under the authority of WAC 173-340-600 to encourage coordinated and effective public involvement tailored to the public's needs at a particular site.

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Recovery by-products: Any hazardous substance, water, sludge, or other materials collected in the free product removal process in response to a release from an underground storage tank.

Release: Any intentional or unintentional entry of any hazardous substance into the environment, including, but not limited to, the abandonment or disposal of containers of hazardous substances.

Remedial action: Any action to identify, eliminate, or minimize any threat posed by hazardous substances to human health or the environment, including any investigative and monitoring activities of any release or threatened release of a hazardous substance, and any health assessments or health effects studies conducted in order to determine the risk or potential risk to human health.

Remedial investigation (RI): Any remedial action which provides information on the extent and magnitude of contamination at a site. This usually takes 12 to 18 months and is followed by the feasibility study. The purpose of the remedial investigation/feasibility study is to collect and develop sufficient site information enabling the selection of a cleanup action.

Responsiveness summary: A compilation of all questions and comments to a document open for public comment and their respective answers/replies by Ecology. The responsiveness summary is mailed, at a minimum, to those who provided comments and its availability is published in the Ecology Site Register.

Risk: The probability that a hazardous substance, when released into the environment, will cause an adverse effect in exposed humans or other living organisms.

Sensitive environment: An area of particular environmental value, where a release could pose a greater threat than in other areas including: wetlands; critical habitat for endangered or threatened species; national or state wildlife refuge; critical habitat, breeding or feeding area for fish or shellfish; wild or scenic river; rookery; riparian area; big game winter range.

Site: The same as facility (see above).

Site characterization report: A written report describing the site and nature of a release from an underground storage tank, as described in WAC 173-340-450 (4)(b).

Site hazard assessment (SHA): An assessment to gather information about a site to confirm whether a release has occurred and to enable Ecology to evaluate the relative potential hazard posed by the release. If further action is needed, an RI/FS is undertaken. 173-340-320.

Site Register: Ecology publication issued every two weeks listing major activities conducted statewide related to the study and cleanup of hazardous waste sites under the Model Toxics Control Act. To receive this publication, please call (206) 438-3081.

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Surface water: Lakes, rivers, ponds, streams, inland waters, salt waters, and all other surface waters and water courses within the state of Washington or under the jurisdiction of the state of Washington.

SWRO: Ecology Southwest Regional Office in Tumwater.

TCP: Ecology Toxics Cleanup Program.

Underground storage tank (UST): An underground storage tank and connected underground piping as defined in the rules adopted under Chapter 90.76 RCW.

Washington Ranking Method (WARM): Method used to rank sites placed on the hazardous sites list. A report describing this method is available from Ecology.

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Enclosure C

Amendment No. 1 to Consent Decree

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FEB 12 2002

JoAnne McBride, Clerk, Clark Co

IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON
FOR THE COUNTY OF CLARK

STATE OF WASHINGTON DEPARTMENT OF ECOLOGY, Plaintiff, v. LEICHNER BROTHERS LAND RECLAMATION CORPORATION, Defendant.	No. 96-2-03081-7 AMENDMENT NO. 1 TO CONSENT DECREE

This amendment to Consent Decree No. 96-2-03081-7 is issued pursuant to the authority of Chapter 70.105D RCW, the Model Toxics Control Act (MTCA).

STATEMENT OF CURRENT CONDITIONS

A. Consent Decree No. 96-2-03081-7 was signed by the Court and filed on July 17, 1996. The Decree was a negotiated settlement between the Washington State Department of Ecology (Ecology) and Leichner Brothers Land Reclamation Corporation (Leichner).

B. The Consent Decree governed the remedial activities for the Leichner Brothers Land Reclamation Corporation Landfill Site (Site) located near Vancouver, WA and surrounding areas where hazardous substances have come to be located. The Site encompassed the area described in Exhibit A attached hereto.

C. The Site included a specific area described in Exhibit B attached hereto. The area described in Exhibit B is currently slated to be redeveloped into residential housing units as part of the Neston Square Development Project.

ATTORNEY GENERAL OF WASHINGTON
Ecology Division
PO Box 40117
Olympia, WA 98504-0117

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1. The soils within the area described in Exhibit B are not contaminated, and currently no waste materials are present.

2. The groundwater beneath the area described in Exhibit B is not contaminated.

3. The area described in Exhibit B is upgradient of the Site, such that no contamination from soils or groundwater can migrate to the area.

4. The area described in Exhibit B contains monitoring well LB-9S. This monitoring well has never indicated any contamination in groundwater beneath the area. Monitoring well LB-9S will be abandoned as part of the redevelopment of the area described in Exhibit B, and will be replaced with a piezometer in the public right-of-way adjacent to the area where monitoring well LB-9S is located.

5. To ensure continued monitoring of the Leichner Landfill, the gas probe located in the area described in Exhibit B shall be relocated to a point that is closer to the Leichner Landfill to better monitor gas production on the landfill for the benefit of human health and the environment.

6. To ensure proper functioning of the Leichner Landfill, the stormwater discharge line located in the area described in Exhibit B shall be relocated to the western boundary of Exhibit "B" to allow for current and future redevelopment of the Exhibit "B" property.

D. The Site included an area described in Exhibit C attached hereto. The area described in Exhibit C will be maintained by Leichner under the terms and conditions of the Consent Decree and does not represent a part of the Neston Square Development Project.

E. This amendment to the Consent Decree is to redefine the boundaries of the Site that will be subject to the Consent Decree. Specifically, this amendment to the Consent Decree will remove the area described in Exhibit B from the Site.

F. Ecology has concluded that the removal of the area described in Exhibit B from the Site is in the public interest, and will not pose a threat to human health or the environment.

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Clark Auditor 9/3/2025 9:18 AM 6271581 Page:96/194

AMENDMENT TO CONSENT DECREE

Based on the foregoing, the parties stipulate and agree that the Decree, including Exhibits A and B should be amended, pursuant to the provisions of Section XV, "AMENDMENT OF CONSENT DECREE", as follows:

A. All of the terms of the Consent Decree remain in effect unless expressly amended herein.

B. Exhibit A (Site Diagram) to the Consent Decree shall be amended as follows:

(1) The area designated in Exhibit B is hereby removed from the Site. A revised Site Diagram (Exhibit A to the Consent Decree) is attached.

(2) The area designated in Exhibit C remains part of the Site. A revised Site Diagram (Exhibit A to the Consent Decree) is attached.

C. The area designated in Exhibit B shall no longer be subject to the requirements and restrictions of the Consent Decree.

JUDGE / COMMISSIONER
Clark County Superior Court

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DEPARTMENT OF ECOLOGY

By: _____
JIM PENDOWSKI
Program Manager
Toxics Cleanup Program

Date: 1/25/02

CHRISTINE O. GREGOIRE
Attorney General

By: _____
KEN LEDERMAN, WSBA #26515
Assistant Attorney General
Attorneys for Plaintiff

Date: 2/5/02

LEICHNER BROTHERS LAND RECLAMATION CORPORATION

By: _____
CRAIG LEICHNER
President
Leichner Brothers Land Reclamation Corporation

Date: January 16, 2002

By: _____
STEPHEN W. HORENSTEIN, WSBA #6183
Miller Nash LLP
Attorneys for Defendant

Date: 1/16/01

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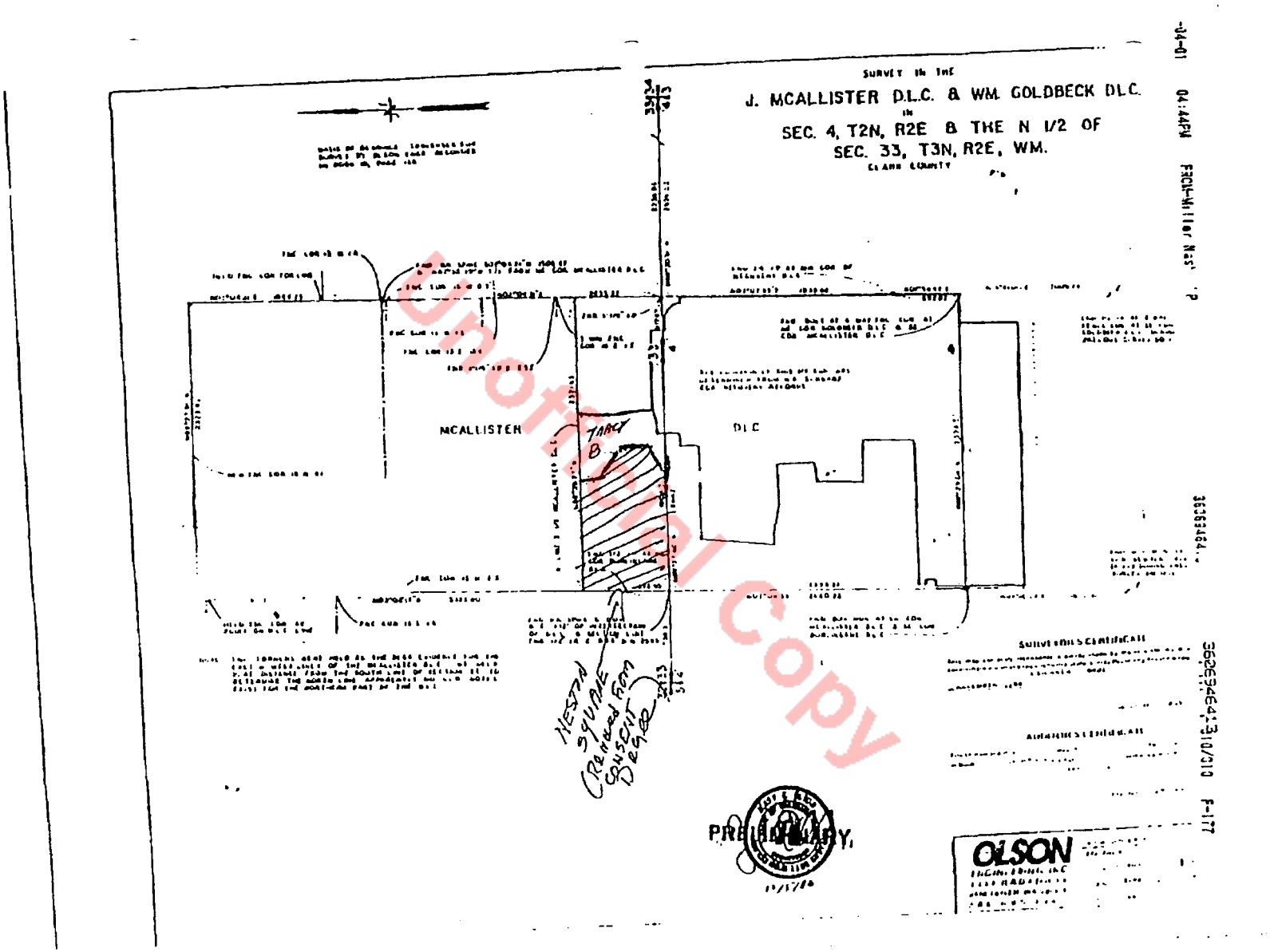

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HAGEDORN, INC.

SURVEYORS AND ENGINEERS

1924 Broadway, Suite B • Vancouver, WA 98663 • (360) 696-4428 • (503) 283-6778 • Fax: (360) 694-8934 • www.hagedornse.com

June 19, 2001

LEGAL DESCRIPTION
FOR
HOLT HOMES

TRACT B OF PROPOSED "NESTON SQUARE":

A portion of the James McAllister Donation Land Claim in the Southwest quarter of Section 33, Township 3 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a brass cap in concrete marking the Southwest corner of the James McAllister D.L.C. as shown in Book 18 of Surveys, Page 9, Clark County Auditor's Records; thence North 02° 09' 58" East along the West line of the James McAllister D.L.C. as shown in a 2001 "Hagedorn, Inc. survey", for a distance of 2660.23 feet to the Northeast corner of the Henry Burlingame D.L.C. as shown in a 2001 "Hagedorn, Inc. survey"; thence North 02° 02' 17" East along said West line for a distance of 175.33 feet; thence South 87° 45' 00" East for a distance of 962.00 feet to the TRUE POINT OF BEGINNING; thence South 02° 11' 21" West, 134.17 feet; thence South 87° 48' 39" East, 62.00 feet; thence South 32° 49' 09" East, 99.70 feet; thence South 01° 55' 27" West, 89.73 feet; thence South 39° 48' 38" West, 86.18 feet to the South line of the "Leichner tract" as described under Clark County Auditor's File No. 9108090261; thence North 87° 48' 39" West, along said South line of the "Leichner tract" (A.F. 9108090261), for a distance of 119.48 feet to a 1/2 inch iron rod; thence North 02° 20' 48" East, 373.63 feet; thence North 87° 45' 00" West, a distance of 187.51 feet to the TRUE POINT OF BEGINNING.

Containing 1.04 acres.

LD-2001/Holt-Neston B.eob

CARL A. BESEDA
STATE OF WASHINGTON
34127
REGISTERED
PROFESSIONAL LAND SURVEYOR
EXPIRES: 3-4-2002

6-19-01

EXHIBIT B

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HAGEDORN, INC.

SURVEYORS AND ENGINEERS

1924 Broadway, Suite B • Vancouver, WA 98663 • (360) 696-4428 • (503) 283-6778 • Fax: (360) 694-8934 • www.hagedornse.com

June 19, 2001

LEGAL DESCRIPTION
FOR
HOLT HOMES

LEICHNER PROPERTY LYING WITHIN PROPOSED PLAT OF "NESTON SQUARE", EXLUDING TRACT B:

A portion of the James McAllister Donation Land Claim in the Southwest quarter of Section 33, Township 3 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a brass cap in concrete marking the Southwest corner of the James McAllister D.L.C. as shown in Book 18 of Surveys, Page 9, Clark County Auditor's Records; thence North 02° 09' 58" East along the West line of the James McAllister D.L.C. as shown in a 2001 "Hagedorn, Inc. survey", for a distance of 2660.23 feet to the Northeast corner of the Henry Burlingame D.L.C. as shown in a 2001 "Hagedorn, Inc. survey"; thence North 02° 02' 17" East along said West line for a distance of 175.33 feet; thence South 87° 45' 00" East, 464.00 feet to the TRUE POINT OF BEGINNING; thence continuing South 87° 45' 00" East, 498.00 feet; thence South 02° 11' 21" West, 134.17 feet; thence South 87° 48' 39" East, 62.00 feet; thence South 32° 49' 09" East, 99.70 feet; thence South 01° 55' 27" West, 89.73 feet; thence South 39° 48' 38" West, 86.18 feet to the South line of the "Leichner tract" as described under Clark County Auditor's File No. 9108090261; thence South 87° 48' 39" West along the South line of the "Leichner tract" (A.F. 9108090261) for a distance of 1028.45 feet to the West line of the James McAllister D.L.C.; thence North 02° 09' 59" East, along said West line, for a distance of 169.74 feet to the Southwest corner of the "Freund tract" as described under Clark County Auditor's File No. 3044516; thence South 88° 28' 28" East, along the South line of said "Freund tract" for a distance of 464.00 feet to the Southeast corner thereof; thence North 02° 09' 57" East, along the East line of said "Freund tract" for a distance of 25.11 feet; thence North 02° 02' 17" East, along the East line of said "Freund tract" and the extension of said East line of a distance of 174.13 feet to the TRUE POINT OF BEGINNING.

Containing 6.67 acres.

LD-2001/Holt-Leichner.acb

CARL A. BESSEY
STATE OF WASHINGTON
34127
REGISTERED
PROFESSIONAL LAND SURVEYOR
EXPIRES: 3-4-2002
6-19-01

EXHIBIT C

Official Copy

Enclosure D

Second Amendment to Consent Decree

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SCOTT G. WEBER, CLERK
CLARK COUNTY

STATE OF WASHINGTON
CLARK COUNTY SUPERIOR COURT

STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY, Plaintiff, v. LEICHNER BROTHERS LAND RECLAMATION CORPORATION and CLARK COUNTY, Defendants.	NO. 96-2-03081-7 SECOND AMENDMENT TO CONSENT DECREE RE: LEICHNER BROTHERS LANDFILL **EXPARTE**

This Second Amendment to the Consent Decree is issued pursuant to the authority of Chapter 70.105D RCW, the Model Toxics Control Act (MTCA).

STATEMENT OF CURRENT CONDITIONS

A. Consent Decree 96-2-03081-7 was signed by this Court and filed on July 17, 1996 (Consent Decree). The Consent Decree represents a negotiated settlement between the Washington State Department of Ecology (Ecology) and Leichner Brothers Land Reclamation Corporation (Leichner). Leichner and Ecology are collectively referred to as the Parties.

B. The Consent Decree governs the remedial activities for the Leichner Brothers Land Reclamation Corporation Landfill Site (Site) located near Vancouver, WA and surrounding areas where hazardous substances have come to be located.

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ATTORNEY GENERAL OF WASHINGTON
Ecology Division
PO Box 40117
Olympia, WA 98504-0117
(360) 586-6760

12

C. The First Amendment to the Consent Decree (First Amendment) was entered by the Court and filed on February 12, 2002. The First Amendment removed a parcel from within the Site and consequently redefined the boundary line of the Site and the area subject to the Consent Decree.

D. On May 26, 1989, Clark County, a political subdivision of the State of Washington (Clark County), and Leichner entered into an Option Agreement for a portion of the Site (Option Property).

E. On May 10, 2011, Clark County effectively exercised its option under the Option Agreement and entered into a Purchase and Sale Agreement (Purchase Agreement) with Leichner, for the Option Property and a second parcel (Additional Property). The Purchase Agreement is attached as Exhibit A.

F. As outlined in the Purchase Agreement, Leichner will transfer to Clark County, its rights, title and interest in the Option Property and in the Additional Property (collectively referred to as Clark County Parcels I and II). Legal descriptions for Clark County Parcels I and II are attached as Exhibit B.

G. As further set forth in the Purchase Agreement, Leichner will retain title to two (2) parcels within the Site (Leichner Parcel I and Leichner Parcel II), which is legally described in Exhibit C.

H. In a letter to Mike Davis dated January 26, 2012 (Letter), Leichner stated their intention to donate Leichner Parcel II to the County at the completion of the Purchase Agreement; however, the final arrangements of the donation have, at the time of this Second Amendment, not been finalized. The Letter is attached as Exhibit D.

I. As required by the Consent Decree, Ecology has concluded that the sale of Clark County Parcels I and II and the addition of Clark County as a Defendant to this Consent Decree is in the public interest, and will not pose a threat to human health or the environment.

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ATTORNEY GENERAL OF WASHINGTON
Ecology Division
PO Box 40117
Olympia, WA 98504-0117
(360) 586-6760

SECOND AMENDMENT TO CONSENT DECREE

Based on the foregoing, the Parties to the Consent Decree stipulate and agree that the Consent Decree, as amended by the First Amendment, including all Exhibits attached thereto, shall be further amended, pursuant to the provisions of Section XV of the Consent Decree as follows:

1. All references to Leichner throughout the Consent Decree, which specifically relate to Leichner's ownership of that particular portion of the Site that is now defined as Clark County Parcels I and II, shall be amended such that Clark County will be listed as the titled owner. In addition, Section III, paragraph B, definition of "Parties" is amended to include Clark County as a party for purposes of Clark County Parcels I and II, as defined in Exhibit B to this Second Amendment.

2. The ownership of Leichner Parcel I shall remain in Leichner's ownership as it currently exists.

3. When donation arrangements agreeable to both Leichner and Clark County are finalized, all references to Leichner, which specifically related to Leichner's ownership of that particular portion of the Site now defined as Leichner Parcel II shall be amended such that Clark County will be listed as the titled owner. No further amendment of the Consent Decree will be required.

4. Section VII (D) of the Consent Decree (Designated Project Coordinators) is hereby amended to identify the following individual as the project coordinator for Defendants:

MICHAEL DAVIS
Clark County
Department of Environmental Services
1300 Franklin Street 1st Floor
P.O Box 9810
Vancouver, WA 98666-9810
(360) 397-2121 ext. 4920

Unofficial Copy

5. Except as set forth above, all other provisions of the Consent Decree remain in full force and effect, unchanged by this Second Amendment.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

James Pendowski
Program Manager
Toxics Cleanup Program
(360) 407-7177

Date: 3/14/13

ROBERT ~~M. MCKENNA~~ W. FERGUSON,
ATTORNEY GENERAL

Dorothy H Jaffe, WSBA No. 34148
Assistant Attorney General
(360) 586-4637

Date: 3/15/13

LEICHNER BROTHERS LAND RECLAMATION CORPORATION

CRAIG LEICHNER
President

Date: 11/28/12

CLARK COUNTY

Date: 11/27/12

ENTERED this 19 day of March, 2013

JUDGE
Clark County Superior Court

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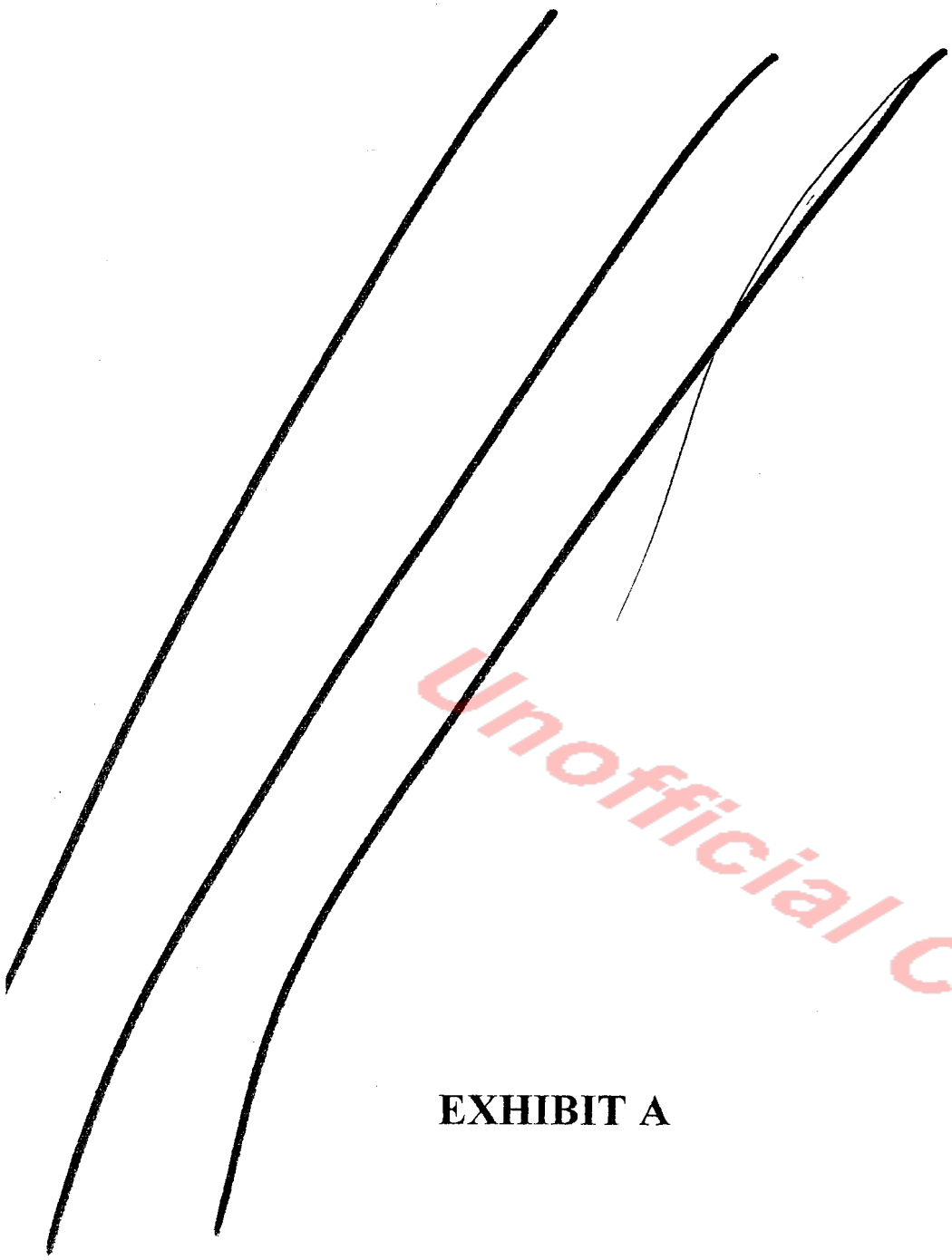

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EXHIBIT A

PW 11-56

PURCHASE AND SALE AGREEMENT

This **PURCHASE AND SALE AGREEMENT** (the "Agreement") is made and entered into as of this 10th day of May, 2011 (the "Effective Date"), by and between **LEICHNER BROTHERS LAND RECLAMATION CORPORATION**, a Washington corporation ("Seller"), and **CLARK COUNTY,** a political subdivision of the State of Washington ("Purchaser") (each a "Party" or collectively referred to as the "Parties").

WHEREAS, Purchaser and Seller previously entered into an Option Agreement for a portion of the Property (defined below) (the "Option Property"), dated May 26, 1989 (the "Option Agreement"), and recorded several times, most recently under Clark County Auditor's File No. 9605230245. The Property includes the Option Property, as well as a parcel to the north of the Option Property (the "Additional Property").

WHEREAS, Purchaser desires to exercise its option to purchase the Property as such option is modified pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, Seller and Purchaser hereby agree as follows:

1. **Purchase and Sale.** On and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, all of Seller's right, title, and interest in and to that certain real property identified as Clark County Parcels I and II, and legally described on **Exhibit A** attached hereto or as the Title Company may attach from the Title Report in escrow, and all improvements thereon and incorporated herein by this reference (the "Property"). All references to "Property" shall include (i) all buildings, improvements, structures, and any other fixtures located on the Property; and (ii) all right, title, and interest of Seller in and to all streets, alleys, easements, and rights-of-way in, on, across, in front of, abutting, or adjoining the Property, subject to the reservations of Seller as set forth herein. Prior to Closing, the parties shall remove from the Property the personal property identified and described on **Exhibit B** attached hereto (the "Personal Property"), and the Personal Property shall not be included in the sale of the Property as set forth herein. Seller shall retain title to the real property identified as LBLR Parcels I and II, which is legally described on **Exhibit C**.

2. **Purchase Price.**

2.1 Purchase Price. The Purchase Price for the Property shall be One Million Five Hundred Thousand and 00/100 Dollars ($1,500,000.00).

2.2 Earnest Money. Upon mutual execution of this Agreement, Purchaser shall deposit in escrow with Chicago Title Insurance Company, Attn: _____, Telephone: _____ (the "Title Company"), the sum of Five Thousand and No/100 Dollars ($5,000) (the "Earnest Money"), which shall either be applied to the Purchase Price at Closing (as hereinafter defined) or refunded to Purchaser as set forth in this Agreement. The Title Company shall place the Earnest Money in a federally insured interest-bearing account,

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with the interest to accrue for the benefit of the Party ultimately entitled to the principal amount as provided for in this Agreement.

2.3 Payment of the Balance of the Purchase Price. The balance of the Purchase Price, together with or less the adjustments provided for herein, including the Earnest Money, shall be paid by Purchaser to Seller at Closing in cash or immediately available funds.

3. Reports, Studies. Within ten (10) days of the Effective Date, Seller shall make available to Purchaser all records in its possession related to the Property including but not limited to the following items in Seller's possession relating to the Property (if available) (collectively, the "Seller Documents"):

(i) Current legal description of the Property;

(ii) All plans, drawings and specifications respecting the Property and all current environmental reports, soils reports, termite reports, engineering, maintenance, architectural, seismic and retrofit studies and tests and similar data respecting the Property;

(iii) A list and complete copies of all leases, lease amendments, fees, bond requirements, licenses, permits, maps, certificates of occupancy, building inspection approvals and covenants, conditions and restrictions respecting the Property; and

(iv) Copies of the property tax bills respecting the Property for the past three (3) years.

Neither Seller nor its agents shall have any responsibility for the completeness or accuracy of the foregoing. Purchaser assumes and accepts the entire responsibility for interpreting and assessing the information provided and Purchaser will rely solely on Purchaser's own judgment in making Purchaser's decision to purchase the Property.

4. Condition of Title.

4.1 Title Report. Within twenty (20) days of the Effective Date, or as soon thereafter as the Title Company is able to produce the preliminary title report and copies of documents named in schedules therein, Seller shall cause to be delivered to Purchaser a preliminary title report (the "Title Report") with respect to the Property from the Title Company, together with legible copies of all documents shown therein as exceptions to title. Within twenty (20) days following receipt of the Title Report, Purchaser shall give notice to Seller of any objection to such title or to any liens or encumbrances affecting the Property. In the event Purchaser fails to raise any such objection within such period, all conditions and exceptions to title set forth in such Title Report shall be included in the "Permitted Exceptions." In the event that Purchaser objects to an exception to title, Seller shall notify Purchaser within fifteen (15) days of receipt of Purchaser's notice whether Seller is able or willing to remove such exception. If Seller is able and willing to remove such exception, Seller shall do so at or prior to Closing. Seller shall be obligated to remove any encumbrances that are liens securing the payment of money without the need for any objection by Purchaser. If Seller is not able or is unwilling to

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remove the objected-to exception, Purchaser may, by written notice to Seller within five (5) days of receipt of Seller's notice, elect to terminate this Agreement or to acquire the Property subject to such exception. All exceptions described in the Title Report and not removed or expressly agreed to be removed by Seller pursuant to this section shall be "Permitted Exceptions."

4.2 Title Insurance. At Closing, Seller shall deliver to Purchaser an ALTA Standard Coverage Owner's Policy of Title Insurance issued by the Title Company in the amount of the Purchase Price (the "Title Policy"), insuring that fee title to the Property is vested in Purchaser subject only to the standard preprinted exceptions and the Permitted Exceptions. Purchaser shall have the right, if Purchaser so elects, to request the Title Company issue such endorsements that are available under Washington law provided that Purchaser pays the costs of such endorsements. Purchaser shall also have the right to obtain an extended coverage policy and endorsements to such policy, the additional premiums and all survey costs associated with such extended coverage shall be paid by Purchaser. If Purchaser elects extended coverage, Seller shall execute and deliver to the Title Company at or prior to Closing all documents reasonably necessary to induce the Title Company to issue the extended coverage policy, all at no cost or material liability to Seller.

5. Purchaser's Contingencies.

5.1 Contingencies. Purchaser's obligation to close the transaction contemplated by this Agreement shall be subject to the satisfaction or waiver by Purchaser, in its sole discretion, of the following conditions:

(a) Modification of Regulatory Orders and Agreements. The parties shall work jointly and collaboratively to complete, and obtain any required agency approvals for, all necessary amendments to the 1996 Consent Decree, the 1988 Disposal Agreement, the Settlement Agreement with the Washington Utilities and Transportation Commission, the 1996 First Amendment to the Disposal Agreement and Settlement Agreement, and any other related documents that must be modified to facilitate Closing, including revision of such documents to release the Seller's property now leased to Waste Connections, Inc., which is legally described in **Exhibit C** ("LBLR Parcel I"), and the approximately eight (8) acres located north of the Property, Assessors Parcel Nos. 199865-000 and 199866-000, which is also legally described in **Exhibit C** ("LBLR Parcel II"), from the Consent Decree.

(b) Approval of Title. Purchaser's approval of the condition of title to the Property as set forth in Section 4.1 above; and

(c) Condition of Property. Purchaser satisfying itself, during the period of one hundred twenty (120) days from the Effective Date (the "Contingency Period"), as to the condition of the Property, which due diligence may include, without limitation, the zoning, environmental condition, covenants, condition and restrictions, structural, mechanical, soils, seismic, geologic, and any other matters Purchaser wishes. Seller shall reasonably and promptly cooperate with Purchaser to disclose and provide access to Seller's current Property records without cost to Seller or representation or warranty other than expressly written in this Agreement. Purchaser shall have no obligation to purchase the Property unless at the conclusion

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of the Contingency Period, it is satisfied with the condition of the Property in Purchaser's sole discretion and with all of the information related to the Property it has learned through its analysis and inspection during the Contingency Period.

5.2 Contingency Waiver & Termination. If, during the Contingency Period, Purchaser determines that the Property is not acceptable, Purchaser shall have the right, by giving notice to Seller on or before the last day of the Contingency Period, to terminate this Agreement or in the alternative to accept the condition of the Property and waive the Contingency Period. If Purchaser fails to provide such written notice of termination on or before expiration of the Contingency Period as set forth above, the conditions shall be deemed to have been satisfied and waived by Purchaser. If Purchaser exercises the right to terminate this Agreement in accordance with this Section or the Contingency Period otherwise expires, this Agreement shall terminate as of the date such notice of termination is received by Seller, and the Earnest Money shall be returned to Purchaser less any Title Company fees or charges. Purchaser shall return to Seller all documents and materials delivered to Purchaser and both Parties shall be relieved from further liability hereunder, except for Purchaser's indemnifications or as otherwise specifically set forth herein.

6. Seller's Contingencies. Seller's obligation to close this transaction shall be subject to the following conditions:

6.1 Modification of Regulatory Orders and Agreements. The parties shall work jointly and collaboratively to complete, and obtain any required agency approvals for, all necessary amendments to the 1996 Consent Decree, the 1988 Disposal Agreement, the Settlement Agreement with the Washington Utilities and Transportation Commission, the 1996 First Amendment to the Disposal Agreement and Settlement Agreement, and any other related documents that must be modified to facilitate Closing, including revision of such documents to release the Seller's property now leased to Waste Connections, Inc., which is legally described in **Exhibit C** ("LBLR Parcel I"), and the approximately eight (8) acres located north of the Property, Assessors Parcel Nos. 199865-000 and 199866-000, which is also legally described in **Exhibit C** ("LBLR Parcel II"), from the Consent Decree.

6.2 Execution of the Management Agreement. In accordance with the Settlement Agreement with the Washington Utilities and Transportation Commission and the 1996 Consent Decree, as now in effect or hereafter amended, modified, or repealed, the parties will execute a mutually agreed upon landfill property management agreement (the "Management Agreement") no later than _____ to address the following: (1) The parties' continuing cooperation in all necessary amendments to the 1996 Consent Decree, the 1988 Disposal Agreement, the Settlement Agreement with the Washington Utilities and Transportation Commission, the 1996 First Amendment to the Disposal Agreement and Settlement Agreement, the Management Agreement, and any other related documents; (2) Seller's ongoing participation on the Oversight Committee in an advisory capacity for so long as the Financial Assurance Reserve Fund (the "FARF") is in place, including Purchaser's delivery to Seller of an annual report on the FARF; (3) Purchaser's ongoing duty to maintain the environmental insurance coverage described below in paragraph 4(b); (4) Purchaser's indemnification of Seller for environmental liability associated with the Property; (5) Purchaser's agreement that a future park and any related community facility on the Property shall be named

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after the Leichner family; (6) in light of the parties' ongoing relationship as neighboring property owners, their cooperation in the ongoing shared maintenance of all common improvements, future relocation of the perimeter fence, and other relevant items; and (7) change in future use of FARF funds other than as provided for in existing agreements between the parties and regulatory orders and decrees currently in effect.

6.3 Purchase of Environmental Insurance Coverage. The parties will have purchased environmental insurance coverage for the Property, with terms acceptable to both parties.

6.4 Reservation of Access to LBLR Parcel II. In the deed described in Section 13 below, Seller shall reserve legal access to LBLR Parcel II on both a temporary basis to provide access to LBLR Parcel II via existing internal roads and on a long term basis to access NE 99th Street upon its construction. As a condition of Purchaser's obligation to close, the Parties will mutually agree on the exact location of these roads.

6.5 Release of $400,000. Purchaser will confirm the release of the $400,000.00 previously made available by Seller to supplement the FARF.

7. Right of Entry. Purchaser, its agents, employees, and independent contractors, are hereby granted the right to enter upon the Property for the purpose of making or conducting any inspection, investigation, test, or survey reasonably related to the purchase of the Property or the satisfaction of Purchaser's contingencies hereunder, at Purchaser's sole cost, risk, and expense, subject to the following:

(a) Any invasive testing, including, without limitation, any environmental testing, shall require Seller's prior written consent;

(b) Any damage to the Property shall be promptly repaired and the Property restored to the same state as existed prior to such entry;

(c) Purchaser shall keep the Property free from liens in connection with any such entry; and

(d) Purchaser shall indemnify, defend, and hold Seller harmless from and against any and all damages, claims, demands, actions, and liabilities that may arise or result from Purchaser's activities on the Property in connection with any such entry.

8. Survey. During the Contingency Period, Purchaser shall, at its sole cost and expense, have the Property surveyed and the boundary corners staked by a Washington licensed surveyor, provided a certified copy of the survey is also provided to Seller. Alternatively, Seller may update the existing survey dated October 2002 and recorded in Book 50, page 97, records of Clark County.

9. Seller's Representations and Warranties.

9.1 Seller represents and warrants to Purchaser as set forth below. Seller's representations and warranties shall survive Closing and Seller shall indemnify Purchaser for all

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costs, including reasonable attorney fees, resulting from any breach of Seller's representations and warranties, provided, however, any action for breach of a representation or warranty must be commenced within two years after the date of Closing.

(a) Seller is the owner of and has full right, power and authority to sell, convey and transfer the Property to Purchaser as provided in the Option Agreement and herein and to carry out Seller's obligations hereunder.

(b) Until the Closing, Seller shall maintain the Property in its present condition, ordinary wear and tear excepted.

9.2 Condition of Property. Except for in the preceding Section 9.1, Purchaser acknowledges that Purchaser is purchasing the Property in an "AS IS, WHERE IS" CONDITION WITH ALL FAULTS, AND THAT NEITHER SELLER NOR ANY AGENTS OF SELLER HAVE MADE ANY REPRESENTATIONS OR WARRANTIES TO PURCHASER, EXPRESS OR IMPLIED, OF ANY NATURE REGARDING BUT NOT LIMITED TO: THE QUALITY OR CONDITION OF THE PROPERTY; THE ABILITY TO DEVELOP OR USE THE PROPERTY; THE QUALITY OF GROUNDWATER OR PROPERTY SOIL; THE MERCHANTABILITY OF THE PROPERTY OR THE FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE; THE QUALITY, NATURE, ADEQUACY, AVAILABILITY, OR PHYSICAL CONDITION OF UTILITY SYSTEMS AND FACILITIES; THE ZONING AND LAND USE RESTRICTIONS APPLICABLE TO THE PROPERTY; THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY APPLICABLE CODES, LAWS, REGULATIONS, COVENANTS, CONDITIONS, OR RESTRICTIONS; LOCATION(S) OF BOUNDARY OR FENCE LINES ON THE PROPERTY OR THE EXISTENCE OF ANY ENCROACHMENTS, OR THE PRESENCE OF HAZARDOUS MATERIALS IN, ON, UNDER, OR ABOUT THE PROPERTY OR ADJOINING OR NEIGHBORING PROPERTY. Additionally, Purchaser acknowledges that Purchaser and its agents have been or will be given a reasonable opportunity to inspect and investigate the Property, either independently or through agents of Purchaser's choosing, and that in purchasing the Property, Purchaser is not relying on Seller or its agents as to the condition of the Property. Purchaser is purchasing the Property pursuant to its independent examination, study, and inspection of the Property and Purchaser is relying upon its own determination of the value and condition of the Property, the uses to which the Property may be put under applicable laws, including zoning laws, and the compliance of the Property with applicable laws, including environmental laws.

10. Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller that Purchaser has the legal power, right, and authority to enter into this Agreement and to consummate the transactions contemplated herein and pay the unencumbered Purchase Price. The individual(s) executing this instrument on behalf of Purchaser has (have) the legal power, right, and actual authority to bind Purchaser to the terms and conditions of this agreement.

11. Personal Property. Prior to Closing, the parties shall remove and/or dispose of the Personal Property listed in Exhibit B in the manner described in Exhibit B, with the following deposits and adjustments in the Purchase Price to be made prior to or at Closing:

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11.1 For any Personal Property sold at auction, the sale proceeds shall be deposited in the FARF;

11.2 For any Personal Property sold by Seller for scrap, the sale proceeds shall be deposited in the FARF;

11.3 For any Personal Property retained by Seller, the Purchase Price shall be reduced by the agreed value of such Personal Property.

12. Condemnation. If, prior to the Closing date, condemnation proceedings are commenced against the Property or any part thereof, then, at Purchaser's option, (i) this Agreement shall terminate and the Earnest Money shall be returned to Purchaser, and neither Party shall thereafter have any further rights or obligations hereunder, or (ii) Closing shall proceed as provided pursuant to this Agreement and Purchaser shall receive any condemnation proceeds attributable to condemnation.

13. Closing; Escrow; Prorates. Closing on the purchase and sale ("Closing") shall occur within forty-five (45) days following the last to occur of the satisfaction or waiver of the conditions to purchase as set forth in Sections 5 and 6 above, or on such other date as mutually agreed to by the Parties. The purchase of the Property shall be closed in escrow by the Title Company. Prior to Closing, each Party shall deposit with the Title Company the funds, documents, and instructions necessary for Closing. Escrow fees shall be shared equally by Seller and Purchaser. The Purchaser shall pay any recording fees. Seller shall pay any transfer or excise taxes that are assessed in connection with the conveyance of the Property to Purchaser, together with deferred property taxes, if any are due under the current use tax classification program. Seller shall also pay the cost of the standard Title Policy and Purchaser shall pay the cost of any additional lender or endorsement premiums. Current real property taxes, rents, and utilities on the Property will be prorated between the Parties as of the date of Closing. With the exception of any taxes and expenses related to the Additional Property, real property taxes for the current tax year, rents, water and other utilities, and other usual items shall be paid from the FARF as usual until Closing occurs.

14. Warranty Deed; Permitted Exceptions; Possession. At Closing, the Property shall be conveyed to Purchaser by statutory warranty deed, free of any liens or encumbrances except the following, all of which Purchaser shall take title to the Property subject to (the "Permitted Exceptions"): (i) the lien for current taxes and assessments not yet due and payable; (ii) zoning laws and other regulations and ordinances of governmental authorities having jurisdiction over the Property; (iii) all other exceptions related to public agency or utility access or operation in the general area of the Property; (iv) any fence line encroachments affecting the Property; and (v) Seller's reservation of legal access to LBLR Parcel II. Purchaser shall be entitled to possession of the Property on the Closing date, free of any leases, tenancies, or possessory interests of any kind.

15. Waiver of Condition and Exercise of Option Agreement. At Closing, Seller shall waive the condition commencing the one (1)-year period for Purchaser's exercise of the option as set forth in the Option Agreement, and the Option Agreement shall be deemed to be amended consistent with the terms of this Agreement and exercised by Purchaser.

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16. **Default.**

16.1 By Seller. IN THE EVENT THIS TRANSACTION DOES NOT CLOSE BY REASON OF ANY DEFAULT OF SELLER, PURCHASER SHALL BE ENTITLED TO (I) THE RETURN OF THE EARNEST MONEY AND ANY OTHER PAYMENTS MADE TO SELLER HEREUNDER, TOGETHER WITH ANY INTEREST ACCRUED THEREON, AND (II) TO PURSUE THE REMEDY OF SPECIFIC PERFORMANCE PROVIDED NO SUCH SPECIFIC PERFORMANCE SHALL REQUIRE SELLER TO IMPROVE OR CHANGE THE CONDITION OR OBTAIN APPROVAL FOR USE OF PROPERTY, PROVIDED, HOWEVER, IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER FOR DAMAGES IN EXCESS OF $5,000.00, ALL OTHER CLAIMS TO DAMAGES OR OTHER REMEDIES BEING HEREIN EXPRESSLY WAIVED BY PURCHASER.

16.2 By Purchaser. IN THE EVENT THIS TRANSACTION DOES NOT CLOSE BY REASON OF ANY DEFAULT OF PURCHASER, PURCHASER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER. THEREFORE, PURCHASER AND SELLER DO HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER FROM PURCHASER'S DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS, AND SHALL BE AS SELLER'S SOLE AND EXCLUSIVE REMEDY (WHETHER AT LAW OR IN EQUITY), AN AMOUNT EQUAL TO THE EARNEST MONEY (SUBJECT TO PURCHASER'S INDEMNITIES OR DAMAGES TO THE PROPERTY). SAID AMOUNT SHALL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY PURCHASER, ALL OTHER CLAIMS TO DAMAGES OR OTHER REMEDIES BEING HEREIN EXPRESSLY WAIVED BY SELLER, AND IS NOT INTENDED AS A FORFEITURE OR PENALTY. UPON DEFAULT BY PURCHASER, THIS AGREEMENT SHALL BE TERMINATED AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EACH TO THE OTHER, EXCEPT FOR THE RIGHT OF SELLER TO COLLECT SUCH LIQUIDATED DAMAGES FROM PURCHASER AND THE TITLE COMPANY.

17. Cooperation and Necessary Acts. Each party agrees to execute all other instruments and documents and perform all acts reasonably necessary to give effect to the language and spirit of this Agreement. In connection therewith, if either Purchaser or Seller or both of them intend the transaction contemplated herein to a part of a tax deferred exchange under Internal Revenue Code Section 1031 and the regulations of the Internal Revenue Service promulgated thereunder, both parties covenant to cooperate with each other to effect such an exchange or exchanges so long as neither party is required to assume additional costs and/or liabilities in providing such cooperation.

18. **General and Miscellaneous Provisions.**

18.1 Assignment. Given the unique nature of the property, neither party may assign.

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18.2 Prior Agreements. This instrument is the entire, final, and complete agreement of the Parties pertaining to the sale and purchase of the Property, and supersedes and replaces all written and oral agreements heretofore made or existing by and between the Parties or their representatives insofar as the Property are concerned. Neither Party shall be bound by any promises, representations, or agreements except as are herein expressly set forth.

18.3 Time is of the Essence. Time is expressly made of the essence of each provision of this Agreement.

18.4 Notices. Any notice required or permitted under this Agreement shall be in writing and shall be given when actually delivered in person or twenty-four (24) hours after having been deposited with Federal Express or other reputable overnight courier service addressed to the addresses set forth below, or to such other addresses as one Party may indicate by written notice to the other Party.

Seller:	Leichner Brothers Land Reclamation Corporation Attn: Craig Leichner Post Office Box 125 Brush Prairie, Washington 98606
With a copy to:	Stephen W. Horenstein Miller Nash LLP 500 East Broadway, Suite 400 Vancouver, Washington 98660
Purchaser:	Clark County Attn: Pete Capell 1300 Franklin Street, 4th Floor Vancouver, Washington 98660
With a copy to:	Bronson Potter Clark County Prosecuting Attorney's Office 1013 Franklin Street Post Office Box 5000 Vancouver, Washington 98666-5000

18.5 Attorney Fees and Costs. In the event legal action is commenced in connection with this Agreement the prevailing Party in such action shall be entitled to recover its reasonable attorney fees and all other fees, costs, and expenses actually incurred therein at trial and on any appeal.

18.6 Nonwaiver. Failure by either Party at any time to require performance by the other Party of any of the provisions hereof shall in no way effect the Party's rights hereunder to enforce the same, nor shall any waiver by the Party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

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18.7 No Merger. The obligations set forth in this Agreement shall not merge with the transfer or conveyance of title to any part of the Property but shall remain in effect until fulfilled, up to twelve months after Closing.

18.8 Amendments. This Agreement may be amended, modified, or extended without new consideration, but only by written instrument executed by both Parties.

18.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

18.10 Severability. If any portion of this Agreement shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

18.11 Counting of Days. Whenever a time period is set forth in days in this Agreement, the first day from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday in the United States, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday.

18.12 Number, Gender, and Captions. In construing this Agreement, it is understood that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine, and the neuter, and that generally all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and section headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.

18.13 Interpretation. This Agreement has been negotiated at arms-length by Seller and Purchaser, both of which have been represented by competent counsel, and shall be interpreted in accordance with its plain meaning and not for or against either Party because of the drafting hereof.

18.14 Post-Closing Cooperation. Following Closing, the Parties shall continue to cooperate and shall take all steps reasonably necessary to accomplish the purposes of this transaction.

18.15 Binding Effect. The covenants, conditions, and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the Parties hereto.

18.16 Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different Parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute but one and the same Agreement.

18.17 Brokers. The parties represent and warrant to one another that there are no real estate brokers or salespersons that are or will be involved in this transaction. Each party

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shall indemnify, defend, and hold the other party harmless from and against any other commission or fees claimed or owed arising out of the act or omission of the indemnifying party.

18.18 Tax-Deferred Exchange under IRC Section 1033. The Purchaser expressly represents that the Clark County Board of County Commissioners has the authority to condemn and take the Property, that it will condemn or otherwise take the Property as a right-of-way and public park if Seller did not sell the Property, and that the Clark County Board of County Commissioners has authorized the signer of the Agreement to make this offer on behalf of Purchaser. NOTE: Bronson, we need language like this or something similar to allow the Purchaser to utilize IRC Section 1033. Moreover, Seller, at its option, may elect to effect a Section 1033 tax-deferred exchange of other property for the Property that is the subject of this Agreement. Each party agrees to cooperate with the other party in effecting such exchange at no additional out-of-pocket costs (except their own attorneys' fees) to the cooperating party, or additional time delay to closing this transaction.

[*Signatures Appear on Following Page*]

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

SELLER

LEICHNER BROTHERS LAND RECLAMATION CORPORATION, a Washington corporation

By: _____
Print Name: CRAIG LEICHNER
Its: PRESIDENT

PURCHASER

CLARK COUNTY, a political subdivision of the State of Washington

By: _____
Print Name: TOM MIELKE
Its: CHAIR, BOCC

Approved as to form:

_____
Bronson Potter, Senior Civil Deputy
Prosecuting Attorney

Acknowledged by:

CITY OF VANCOUVER

By: _____
Tim Leavitt, Mayor

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Exhibit A
Legal Description of Property
Clark County Parcels I and II

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Exhibit A

OLSON ENGINEERING INC.

LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

LEGAL DESCRIPTION FOR LEICHNER BROTHERS LAND RECLAMATION
Clark County Parcel I

August 25, 2009

A parcel of property in the James McAllister and the William Goldbeck Donation Land Claims and in a portion of the plat of Newton as recorded in Book A of Plats at Page 60, Clark County records, in the North half of Section 4, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington described as follows:

COMMENCING at the Southwest corner of said McAllister Donation Land Claim;

THENCE North 02° 09' 58" East along the West line of said McAllister Donation Land Claim 753.11 feet to the North line of that tract conveyed to Felix F. Fleischer by deed recorded under Auditor's File No. 8403160018, Clark County Deed Records;

THENCE South 88° 29' 04" East along said North line 850.15 feet to the West line of that parcel described in Exhibit A of Boundary Line Agreement recorded under Auditor's File No. 9302170319, Clark County Deed Records and the TRUE POINT OF BEGINNING;

THENCE along said West line the following courses:

THENCE North 04° 03' 55" East 157.74 feet;

THENCE North 05° 00' 52" West 62.39 feet;

THENCE North 09° 23' 06" East 45.95 feet;

THENCE North 21° 38' 11" East 73.95 feet;

THENCE North 03° 53' 37" West 95.70 feet;

THENCE South 88° 55' 24" East 95.97 feet;

THENCE North 04° 57' 43" East 277.44 feet;

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OLSON ENGINEERING INC.
LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

THENCE North 89° 23' 23" West 301.36 feet;

THENCE North 76° 57' 08" West 205.44 feet;

THENCE North 88° 29' 24" West 111.86 feet;

THENCE North 07° 18' 23" East 580.41 feet to the South line of the Kuhnhausen parcel as described in Exhibit D of Boundary Line Agreement recorded under Auditor's File No. 9108090261, Clark County Deed Records;

THENCE South 87° 51' 35" East along said South line 732.16 feet to the East line of said Kuhnhausen parcel;

THENCE North 02° 21' 36" East along said East line 186.54 feet to the North line of that parcel conveyed to 9811 NE 94th Avenue, LLC by document recorded under Auditor's File No. 4521093, Clark County Deed Records;

THENCE South 88° 28' 27" East, parallel with the North line of the South half of said McAllister Donation Land Claim 1174.65 feet to the East line of said McAllister Donation Land Claim;

THENCE South 02° 07' 55" West along said East line 1759.91 feet to the Northwest corner of the Napoleon McGilvery Donation Land Claim;

THENCE South 01° 59' 43" West continuing along said East line 492.81 feet to the Southeast corner of said Mcallister Donation Land Claim;

THENCE North 88° 29' 04" West along the South line of said McAllister Donation Land Claim 227.44 feet to the Northeast corner of the Northwest quarter of Lot 1, of said plat of Newton;

THENCE South 01° 43' 50" West along the East line of said Northwest quarter 473.72 feet to that line established by Boundary Line Agreement recorded under Auditor's File No. 9108090260, Clark County Deed Records;

THENCE North 88° 16' 04" West along said line 981.21 feet;

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LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

THENCE South 01° 43' 50" West continuing along said Boundary Agreement Line 0.41 feet to the South line of the North half of Lot 3 of said plat of Newton;

THENCE North 88° 16' 06" West along said South line and the South lines of the North half of Lot 4 and the North half of Lot 5 of said plat of Newton 1119.46 feet to the centerline of NE 94th Avenue;

THENCE North 02° 10' 22" East along said centerline 466.22 feet to the Southwest corner of said McAllister Donation Land Claim;

THENCE North 02° 09' 58" East along the West line of said McAllister Donation Land Claim 236.55 feet to the Southwest corner of that tract conveyed to Arvid E. Koski by document recorded under Auditor's File No. G 618438, Clark County Deed Records;

THENCE South 88° 29' 04" East along the South line of said Koski tract 90.00 feet to the Southeast corner thereof;

THENCE North 02° 09' 58" East along the East line of said Koski tract 80.00 feet to the Northeast corner thereof;

THENCE North 88° 29' 04" West along the North line of said Koski tract 90.00 feet to the West line of said McAllister Donation Land Claim;

THENCE North 02° 09' 58" East along said West line 60.00 feet to the South line of said Fleischer tract as adjusted by Boundary Line Agreement recorded under Auditor's File No. 9302170319, Clark County Deed Records;

THENCE South 88° 29' 04" East along said South line 1157.05 feet to the West line of said parcel described in Exhibit A of Boundary Line Agreement recorded under Auditor's File No. 9302170319, Clark County Deed Records;

THENCE North 01° 43' 14" East along said West line 376.53 feet to the North line of said Fleisher tract;

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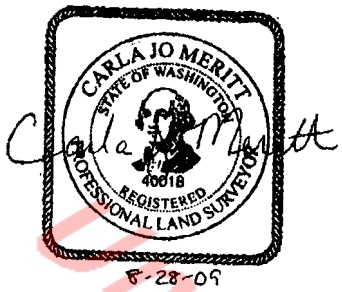
THENCE North 88° 29' 04" West along said North line 303.98 feet to the TRUE POINT OF BEGINNING.

EXCEPT any portion thereof lying within the public right-of-way.



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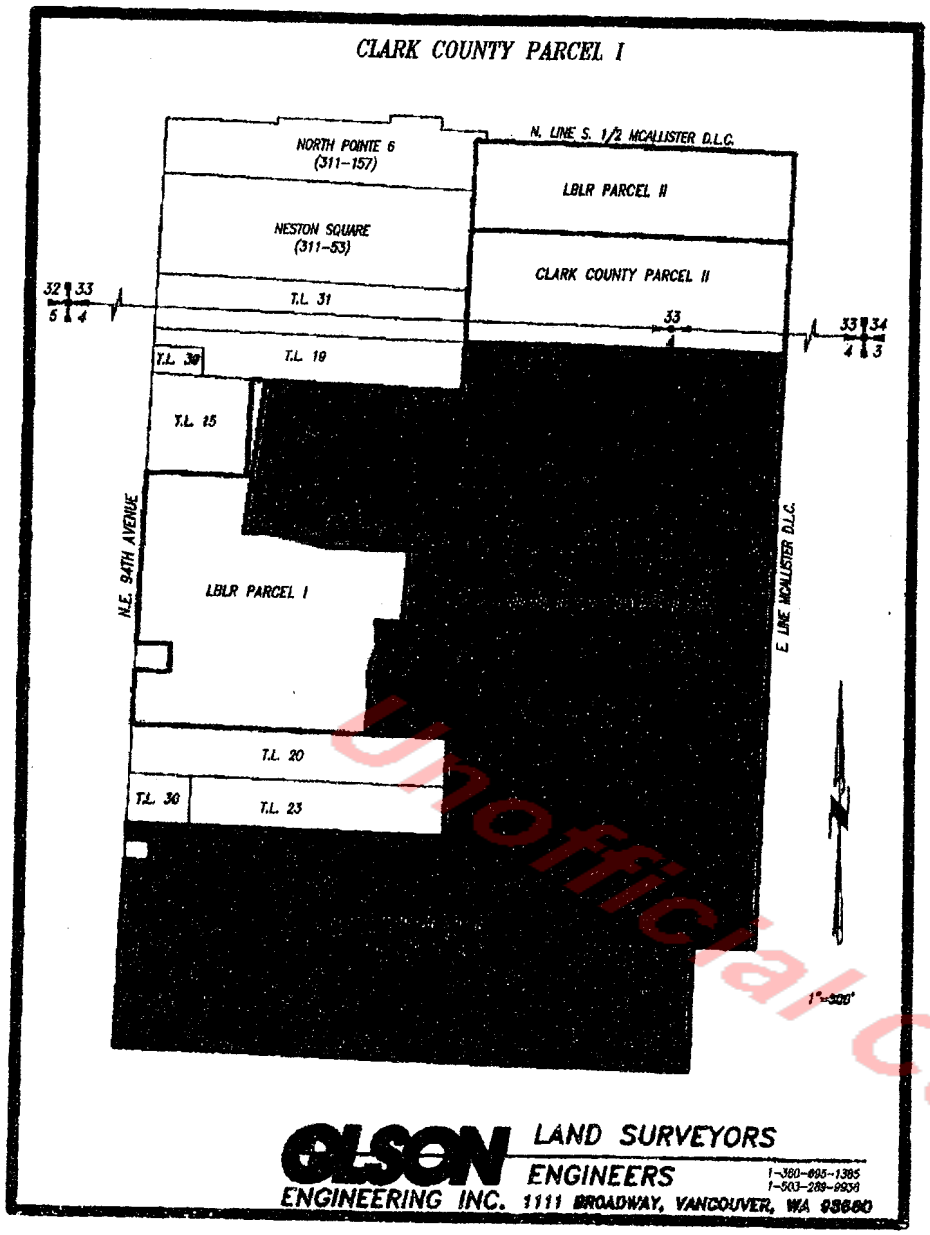

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LEGAL DESCRIPTION FOR LEICHNER BROTHERS LAND RECLAMATION
Clark County Parcel II

August 25, 2009

A parcel of property in the James McAllister Donation Land Claim and in the North half of Section 4, Township 2 North, Range 2 East and in the South half of Section 33, Township 3 North, Range 2 East of the Willamette Meridian, Clark County, Washington described as follows:

BEGINNING at the intersection of the East line of the James McAllister Donation Land Claim and the South line of the Southeast quarter of said Section 33;

THENCE North 02° 04' 21" East along the East line of said James McAllister Donation Land Claim 343.40 feet to a point 330.00 feet South of, when measured at right angles to the North line of the South half of said McAllister Donation Land Claim;

THENCE North 88° 28' 27" West, parallel with said North line, 1172.67 feet to the East line of that parcel conveyed to BME Development, Inc. by document recorded under Auditor's File No. 3492983, Clark County Deed Records;

THENCE South 02° 20' 48" West along said East line a distance of 229.14 feet to the Northeast corner of the Kuhnhausen parcel as described in Exhibit D of Boundary Line Agreement recorded under Auditor's File No. 9108090261, Clark County Deed Records;

THENCE South 02° 21' 36" West along the East line of said Kuhnhausen parcel a distance of 194.25 feet to the Northeast corner of that parcel conveyed to 9811 NE 94th Avenue, LLC by document recorded under Auditor's File No. 4521093, Clark County Deed records;

THENCE South 88° 28' 27" East, parallel with the North line of the South half of the McAllister Donation Land Claim a distance of 1174.65 feet to the East line of said McAllister Donation Land Claim;

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THENCE North 02° 07' 55" East along said East line 79.97 feet to the POINT OF BEGINNING.

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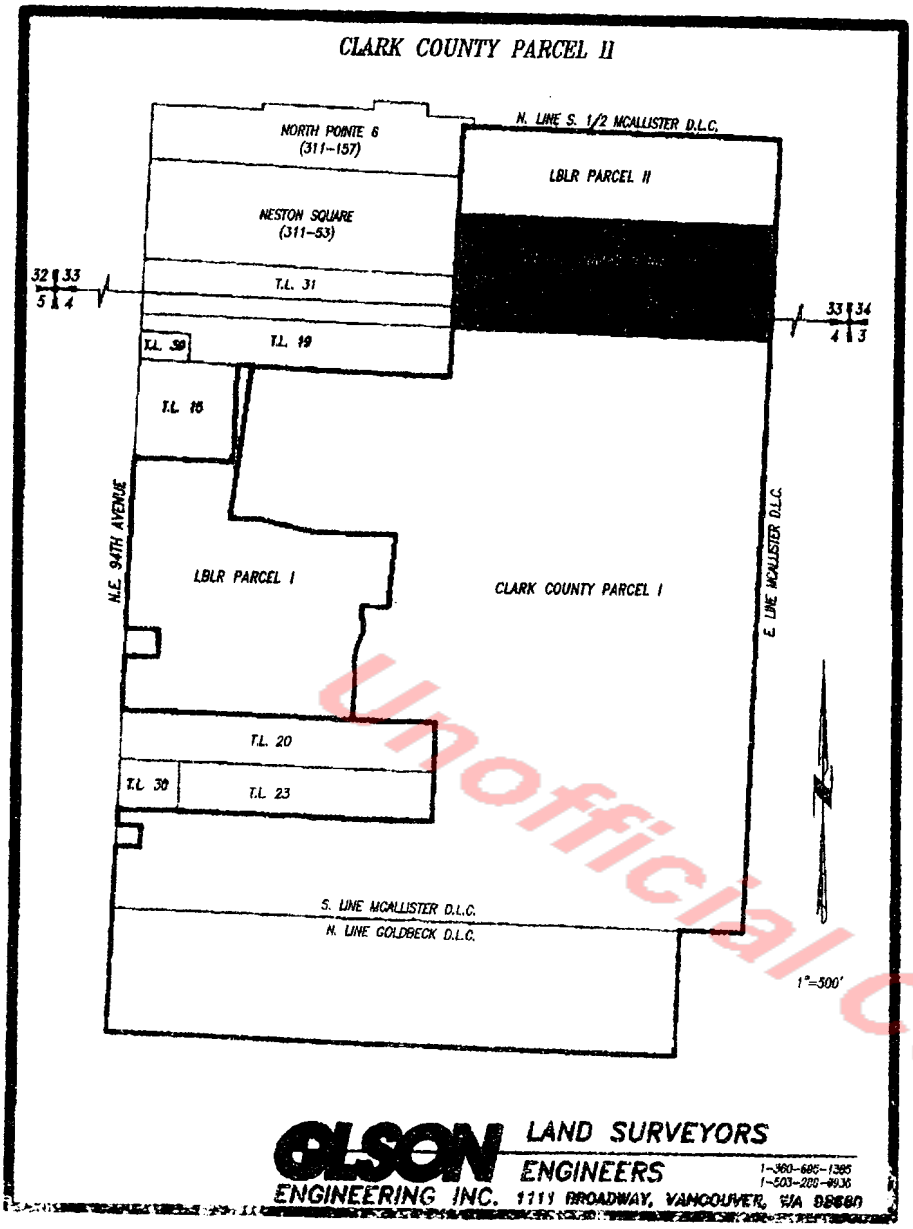

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Exhibit B
Personal Property

To be Removed and/or Disposed of Prior to Closing

TO BE SOLD AS SCRAP with proceeds deposited in FARF:

(a) Loader

(b) Water Truck

(c) Blower (Qty: 4)

(d) Items associated with blowers (Qty: Unknown)

(e) Pump (Qty: multiple)

(f) Items associated with pumps (Qty: Unknown)

(g) Pipe and fittings for landfill use

TO BE SOLD AT AUCTION with proceeds deposited in FARF:

(h) Bulldozer

(i) Pickup truck, WA License plate number _____

TO BE RETAINED BY SELLER with an adjustment to the Purchase Price:

(j) Mower and Tractor (John Deere)

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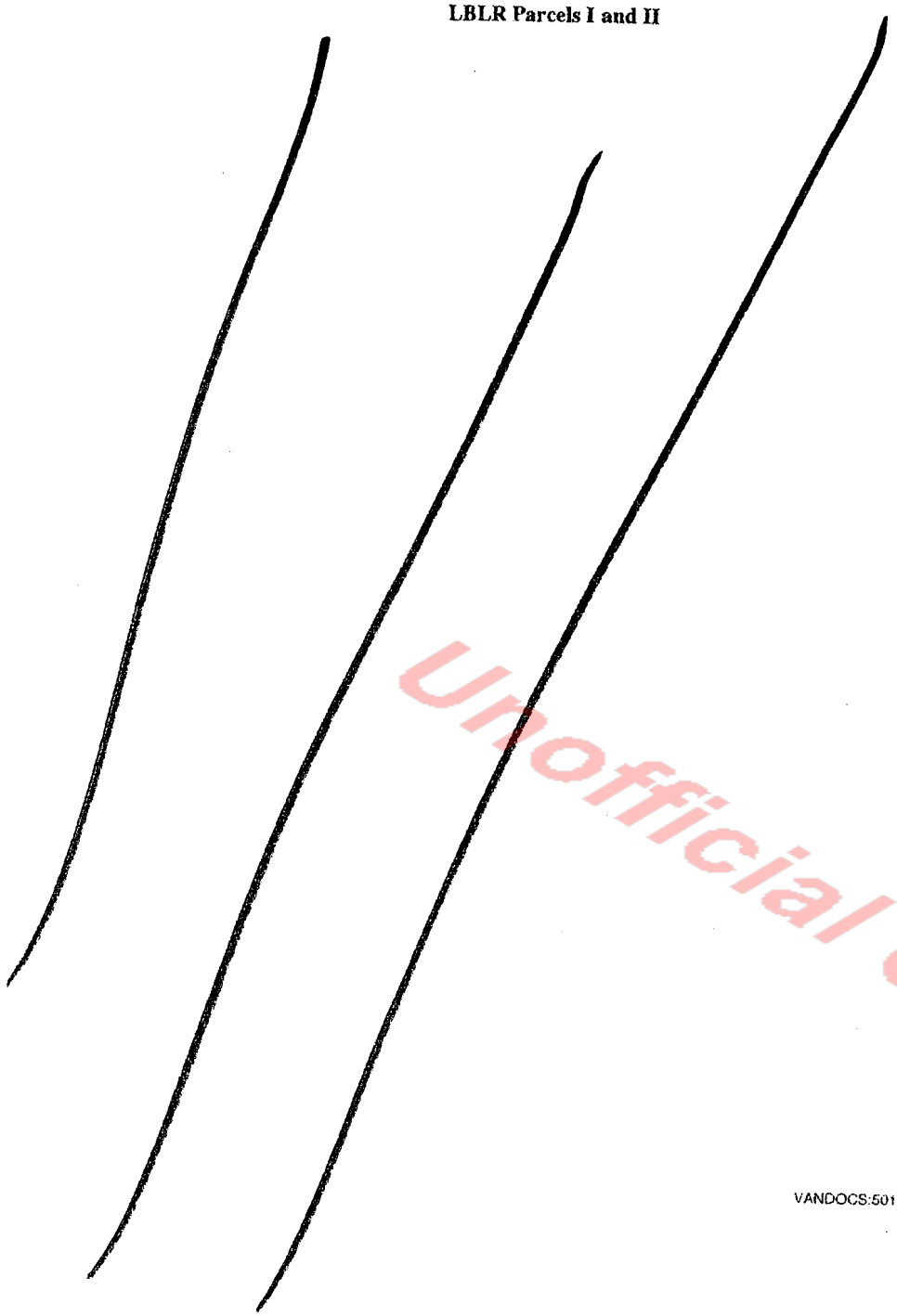
Exhibit C
LBLR Parcels I and II



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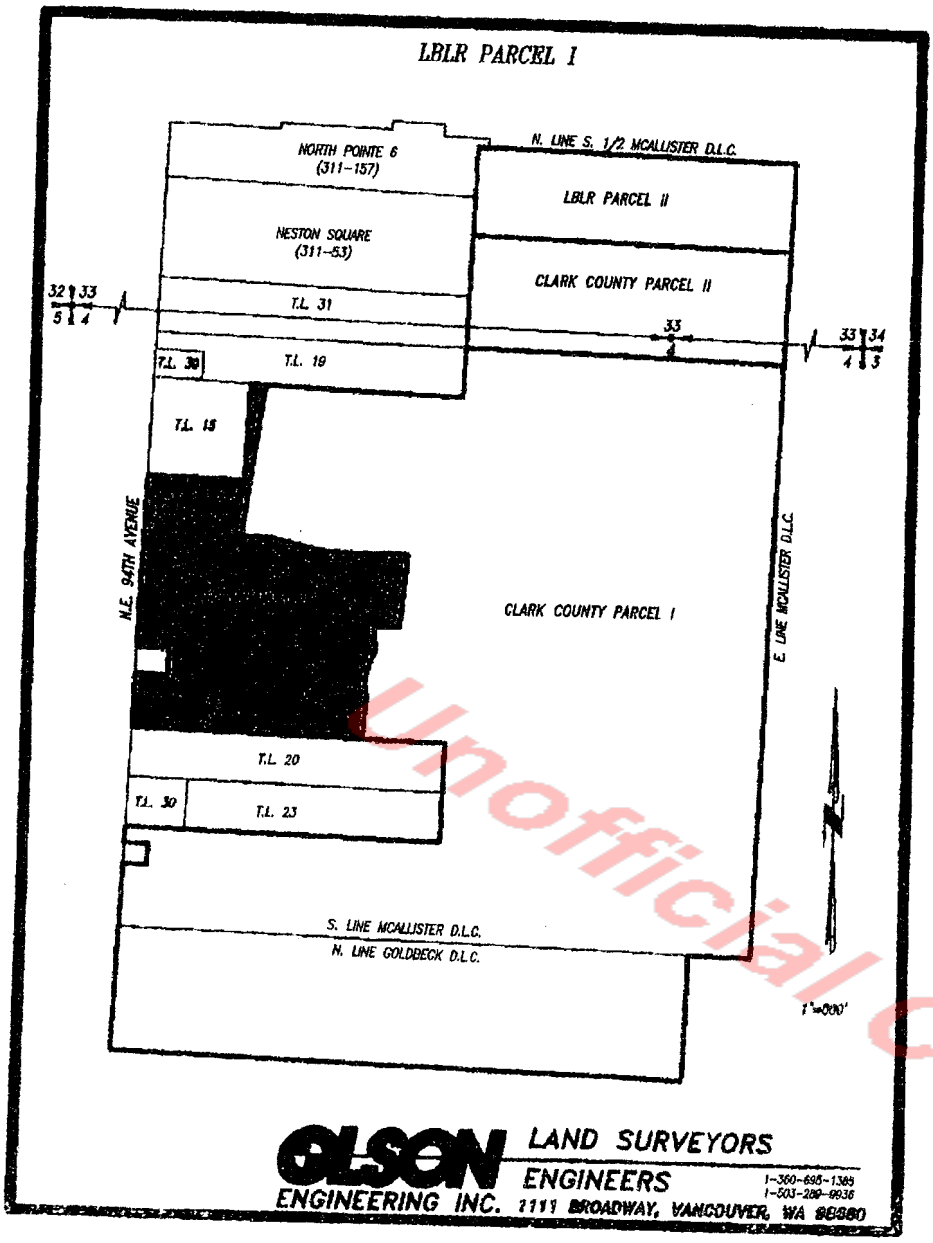

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THENCE South 02° 09' 58" West along said centerline 205.37 feet to the TRUE POINT OF BEGINNING.

EXCEPT any portion thereof lying within the public right-of-way.

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THENCE North 89° 23' 23" West 301.36 feet;

THENCE North 76° 57' 08" West 205.44 feet;

THENCE North 88° 29' 24" West 111.86 feet;

THENCE North 07° 18' 23" East 580.41 feet to the South line of the Kuhnhausen parcel as described in Exhibit D of Boundary Line Agreement recorded under Auditor's File No. 9108090261, Clark County Deed records;

THENCE North 87° 51' 35" West along said South line 24.44 feet to an angle point therein;

THENCE North 87° 10' 13" West continuing along said South line 28.56 feet to the Northwest corner of that parcel conveyed to Paul R. and Ellen Y. Hardman by document recorded under Auditor's File No. 9606280588, Clark County Deed Records;

THENCE South 02° 09' 58" West along the East line of said Hardman parcel 365.75 feet to the Southeast corner thereof;

THENCE North 88° 29' 04" West along the South line of said Hardman parcel 361.50 feet to the centerline of NE 94th Avenue;

THENCE South 02° 09' 58" West along said centerline a 649.10 feet to the North line of that parcel conveyed to Richard D. and Georgette M. Schaible by document recorded under Auditor's File No. 9602230164, Clark County Deed Records;

THENCE South 88° 29' 04" East along the North line of said Schaible parcel 122.00 feet to the Northeast corner thereof;

THENCE South 02° 09' 58" West along the East line of said Schaible parcel 102.00 feet to the Southeast corner thereof;

THENCE North 88° 29' 04" West along the South line of said Schaible parcel 122.00 feet to the centerline of said NE 94th Avenue;

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Exhibit C

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LEGAL DESCRIPTION FOR LEICHNER BROTHERS LAND RECLAMATION
LBLR Parcel I

August 25, 2009

A parcel of property in the James McAllister Donation Land Claim and in the Northwest quarter of Section 4, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington described as follows:

COMMENCING at the Southwest corner of said McAllister Donation Land Claim;

THENCE North 02° 09' 58" East along the West line of said McAllister Donation Land Claim 753.11 feet to the North line of that tract conveyed to Felix F. Fleischer by document recorded under Auditor's File No. 8403160018, Clark County Deed Records and the TRUE POINT OF BEGINNING;

THENCE South 88° 29' 04" East along said North line 850.15 feet to the West line of that parcel described in Exhibit A of Boundary Line Agreement recorded under Auditor's File No. 9302170319, Clark County Deed Records;

THENCE along said West line the following courses:

THENCE North 04° 03' 55" East 157.74 feet;

THENCE North 05° 00' 52" West 62.39 feet;

THENCE North 09° 23' 06" East 45.95 feet;

THENCE North 21° 38' 11" East 73.95 feet;

THENCE North 03° 53' 37" West 95.70 feet;

THENCE South 88° 55' 24" East 95.97 feet;

THENCE North 04° 57' 43" East 277.44 feet;

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ENGINEERS

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LEGAL DESCRIPTION FOR LEICHNER BROTHERS LAND RECLAMATION
LBLR Parcel II

August 25, 2009

A parcel of property situated in the James McAllister Donation Land Claim in South half of Section 33, Township 3 North, Range 2 East of the Willamette Meridian, Clark County, Washington described as follows:

COMMENCING at the intersection of the East line of the James McAllister Donation Land Claim and the South line of the Southeast quarter of said Section 33;

THENCE North 02° 04' 21" East along the East line of said James McAllister Donation Land Claim 343.40 feet to a point 330.00 feet South of, when measured at right angles to the North line of the South half of said McAllister Donation Land Claim and the TRUE POINT OF BEGINNING;

THENCE North 88° 28' 27" West, parallel with said North line, 1172.67 feet to the East line of that parcel conveyed to BME Development, Inc. by document recorded under Auditor's File No. 3492983,Clark County Deed records;

THENCE North 02° 20' 48" East along said East line and the Northerly extension thereof 330.03 feet to the North line of the South half of said McAllister Donation Land Claim;

THENCE South 88° 28' 27" East along said North line 1171.09 feet to the East line of said McAllister Donation Land Claim;

THENCE South 02° 04' 21" West along said East line a distance of 330.01 feet to the TRUE POINT OF BEGINNING.

CARLA JO MERITT
STATE OF WASHINGTON
40018
REGISTERED
PROFESSIONAL LAND SURVEYOR

Carla J Meritt

8-28-09

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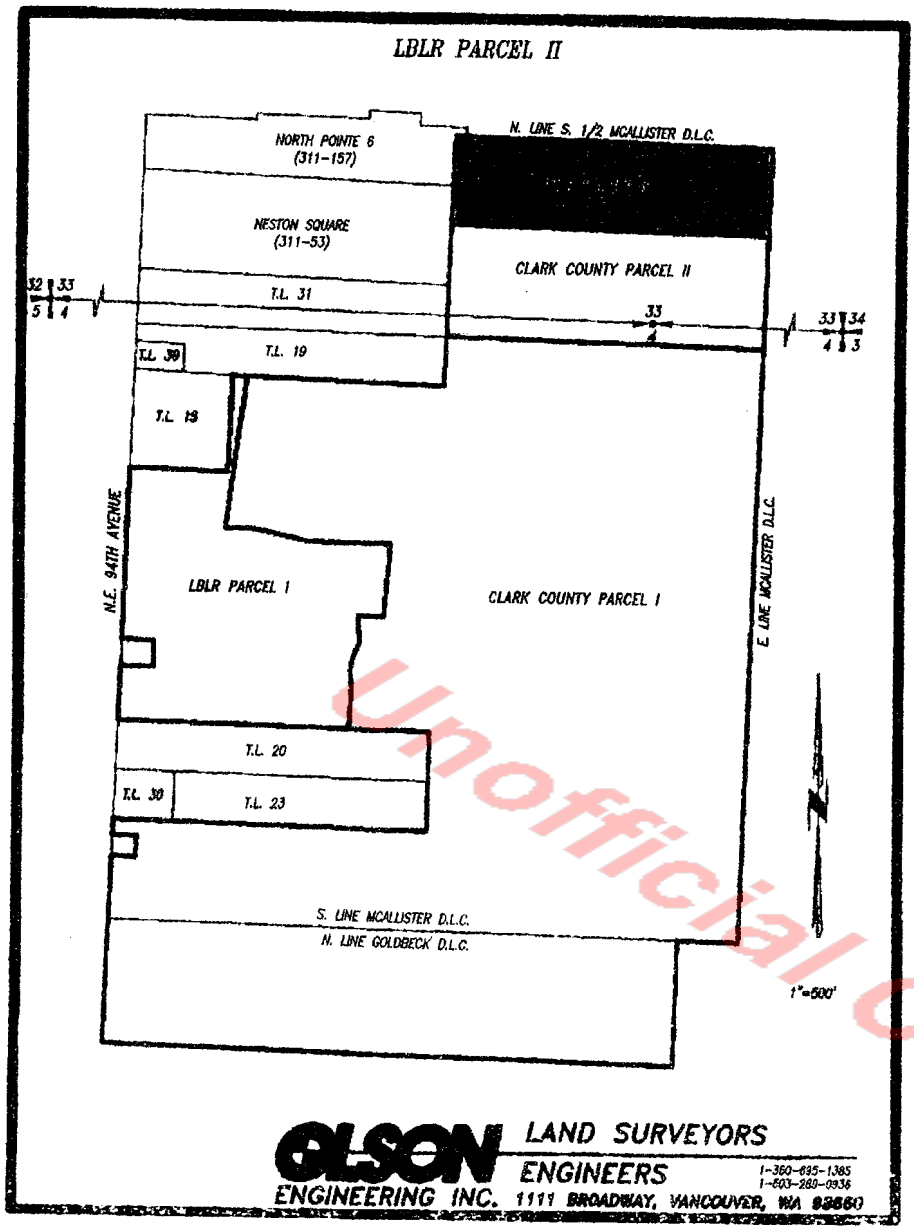

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PW12-79

AMENDMENT TO PURCHASE AND SALE AGREEMENT

This FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT ("First Amendment") is made and entered into as of this 27th day of Nov. 2012, by and between **LEICHNER BROTHERS LAND RECLAMATION CORPORATION**, a Washington corporation ("Seller"), and **CLARK COUNTY**, a political subdivision of the State of Washington ("Purchaser") (each a Party or collectively referred to as the "Parties").

RECITALS

A. **WHEREAS**, Purchaser and Seller entered into a Purchase and Sale Agreement effective May 10, 2011 for real property located in Clark County (the "Property") and more accurately described therein (the "Purchase Agreement"). The Purchase Agreement is attached as **EXHIBIT A** and incorporated herein by this reference; and

B. WHEREAS, the Court filed a Consent Decree No. 96-2-03081-7 on July 17, 1996, which represented a negotiated settlement between the Washington State Department of Ecology ("Ecology") and Seller; and

C. WHEREAS, the Parties, along with the City of Vancouver, and the Washington Utilities and Transportation Commission "WUTC," also entered into a Disposal and Settlement Agreement, as amended ("Settlement Agreement"), for a number of items including the maintenance of the facility on the Property; and

D. WHEREAS, the Consent Decree was amended on or around Feb 12, 2002, by the Parties to modify the area designated under the Consent Decree ("1st Amendment to Consent Decree"); and

E. WHEREAS, the Parties drafted and agreed to a Second Amendment to the Consent Decree ("2nd Amendment to Consent Decree"), but for regulatory purposes, cannot finalize the 2nd Amendment to Consent Decree until after the Settlement Agreement with the WUTC is finalized and approved and the transfer of the Property described in the Purchase Agreement is closed; and

F. WHEREAS, the Parties now wish to modify the Purchase Agreement to reflect new information regarding the timing of actions related to the 2nd Amendment to Consent Decree.

NOW, THEREFORE, in consideration of the promises and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the Parties hereto agree as follows:

AGREEMENT

1. Defined Terms. Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

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2. Section 1 Purchase and Sale, shall be amended to include the following bolded language:

> Purchase and Sale. On and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, all of Seller's right, title, and interest in and to that certain real property identified as Clark County Parcels I and II, and legally described on Exhibit A attached hereto or as the Title Company may attach from the Title Report in escrow, and all improvements thereon and incorporated herein by this reference (the "Property"). All references to "Property" shall include (i) all buildings, improvements, structures, and any other fixtures located on the Property; and (ii) all right, title, and interest of Seller in and to all streets, alleys, easements, and rights-of-way in, on, across, in front of, abutting, or adjoining the Property, subject to the reservations of Seller as set forth herein. Prior to Closing, the parties shall remove from the Property the personal property identified and described on Exhibit B attached hereto (the "Personal Property"), and the Personal Property shall not be included in the sale of the Property as set forth herein.
>
> **Seller shall retain title to the real property identified as LBLR Parcels I and II, which is legally described on Exhibit B.**
>
> **The Parties acknowledge and agree that the perimeter line created by this legal description is not the same as the perimeter line created by a perimeter fence at some locations on the Boundary of the Property. In all cases where there is a difference between the boundary line created by the legal description attached hereto as Exhibit A and the fence line, the legal description shall control.**

3. Section 2.2 Purchase Price; Earnest Money, shall be amended to include the following bolded language:

> Earnest Money. Upon mutual execution of this Agreement, Purchaser shall deposit in escrow with **Chicago Title Insurance Company, Attn: Karen Jundt, Telephone: (360) 906-6937 (The "Title Company")**, the sum of Five Thousand and No/100 Dollars ($5,000) (the "Earnest Money"), which shall either be applied to the Purchase Price at Closing (as hereinafter defined) or refunded to Purchaser as set forth in this Agreement. The Title Company shall place the Earnest Money in a federally insured interest-bearing account, with the interest to accrue for the benefit of the Party ultimately entitled to the principal amount as provided for in this Agreement.

4. Section 5.1 Purchaser's Contingencies; Modification of Regulatory Orders and Agreements, shall be amended to include the following bolded language and to remove the following language that is shows as a strikethrough:

> Modification of Regulatory Orders and Agreements. The parties shall work jointly and collaboratively to complete, and obtain any required agency

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approvals for, all necessary amendments to the 1996 Consent Decree, **as amended, which the Parties acknowledge may not be approved and finalized until after the purchase of the real property described in the Purchase Agreement,** the 1988 Disposal Agreement, the Settlement Agreement with the Washington Utilities and Transportation Commission, the 1996 First Amendment to the Disposal Agreement and Settlement Agreement, and any other related documents that must be modified, **and in the order that they must be modified,** to facilitate Closing, ~~including revision of such documents to release the Seller's property now leased to Waste Connections, Inc., which is legally described in Exhibit C ("LBLR Parcel I")~~, and **the donation of** approximately eight (8) acres located north of the Property, Assessor's Parcel Nos. 199865-000 and 199866-000, which is also legally described in Exhibit C ("LBLR Parcel II"), from the Consent Decree.

5. Section 6.1 Seller's Contingencies Modification of Regulatory Orders and Agreements shall be amended to include the following bolded language and to remove the following language that is shows as a strikethrough:

> Modification of Regulatory Orders and Agreements. The parties shall work jointly and collaboratively to complete, and obtain any required agency approvals for, all necessary amendments to the 1996 Consent Decree, **as amended, which the Parties acknowledge may not be approved and finalized until after the purchase of the real property described in the Purchase Agreement,** the 1988 Disposal Agreement, the Settlement Agreement with the Washington Utilities and Transportation Commission, the 1996 First Amendment to the Disposal Agreement and Settlement Agreement, and any other related documents that must be modified, **and in the order that they must be modified,** to facilitate Closing, ~~including revision of such documents to release the Seller's property now leased to Waste Connections, Inc., which is legally described in Exhibit C ("LBLR Parcel I")~~, and **the donation of** approximately eight (8) acres located north of the Property, Assessor's Parcel Nos. 199865-000 and 199866-000, which is also legally described in Exhibit C ("LBLR Parcel II"), from the Consent Decree.

6. Section 6.2 Seller's Contingencies; Execution of the Management Agreement. shall be amended to include the following bolded:

> Execution of the Management Agreement. In accordance with the Settlement Agreement with the Washington Utilities and Transportation Commission and the 1996 Consent Decree, as now in effect or hereafter amended, modified, or repealed, the parties will execute a mutually agreed upon landfill property management agreement (the "Management Agreement") no later than **Close of Sale** to address the following: (1) the parties' continuing cooperation in all necessary amendments to the 1996 Consent Decree, the 1988 Disposal Agreement, the Settlement Agreement with the Washington Utilities and Transportation Commission, the 1996 First Amendment to the Disposal Agreement and Settlement Agreement, the Management Agreement, and any other related documents; (2) Seller's ongoing participation on the Oversight

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Committee in an advisory capacity for so long as the Financial Assurance Reserve Fund (the "FARF") is in place, including Purchaser's delivery to Seller of an annual report on the FARF; (3) Purchaser's ongoing duty to maintain the environmental insurance coverage described below in paragraph 4(b); (4) Purchaser's indemnification of Seller for environmental liability associated with the Property; (5) Purchaser's agreement that a future park and any related community facility on the Property shall be named after the Leichner family; (6) in light of the parties' ongoing relationship as neighboring property owners, their cooperation in the ongoing shared maintenance of all common improvements, future relocation of the perimeter fence, and other relevant items; and (7) change in future use of FARF funds other than as provided for in existing agreements between the parties and regulatory orders and decrees currently in effect

7. Section 6.4 Seller's Contingencies; Reservation of Access to LBLR Parcel II. shall be deleted in its entirety.

8. Section 11.3 Personal Property, shall be deleted in its entirety.

9. Section 19 Conditions Subsequent to Close, shall be added as follows:

19. Amended Consent Decree. The Parties agree that as a condition subsequent to close of the Purchase Agreement, as amended, the 2nd Amendment to the Consent Decree, attached hereto as **EXHIBIT C** and incorporated herein by this reference, shall be approved and finalized, as written, within forty-five (45) days following the close of the Purchase Agreement, as amended.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

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IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the day and year first above written.

SELLER

LEICHNER BROTHERS LAND RECLAMATION CORPORATION, a Washington corporation

By: _____
Print Name: CRAIG LEICHNER
Its: PRESIDENT

PURCHASER

CLARK COUNTY, a political subdivision of the State of Washington

By: _____
Print Name: MARC BOLDT
Its: CHAIR, Board of Commissioners

Approved as to form:

_____
Lawrence Watters, Civil Deputy
Prosecuting Attorney

Acknowledged by:
CITY OF VANCOUVER

By: _____
~~Tim Leavitt, Mayor~~ ERIC HOLMES
CITY MANAGER

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Exhibit A
Legal Description of Property
Clark County Parcels I and II

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LEGAL DESCRIPTION FOR LEICHNER BROTHERS LAND RECLAMATION
Clark County Parcel I

August 25, 2009

A parcel of property in the James McAllister and the William Goldbeck Donation Land Claims and in a portion of the plat of Newton as recorded in Book A of Plats at Page 60, Clark County records, in the North half of Section 4, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington described as follows:

COMMENCING at the Southwest corner of said McAllister Donation Land Claim;

THENCE North 02° 09' 58" East along the West line of said McAllister Donation Land Claim 753.11 feet to the North line of that tract conveyed to Felix F. Fleischer by deed recorded under Auditor's File No. 8403160018, Clark County Deed Records;

THENCE South 88° 29' 04" East along said North line 850.15 feet to the West line of that parcel described in Exhibit A of Boundary Line Agreement recorded under Auditor's File No. 9302170319, Clark County Deed Records and the TRUE POINT OF BEGINNING;

THENCE along said West line the following courses:

THENCE North 04° 03' 55" East 157.74 feet;

THENCE North 05° 00' 52" West 62.39 feet;

THENCE North 09° 23' 06" East 45.95 feet;

THENCE North 21° 38' 11" East 73.95 feet;

THENCE North 03° 53' 37" West 95.70 feet;

THENCE South 88° 55' 24" East 95.97 feet;

THENCE North 04° 57' 43" East 277.44 feet;

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ENGINEERS

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THENCE North 89° 23' 23" West 301.36 feet;

THENCE North 76° 57' 08" West 205.44 feet;

THENCE North 88° 29' 24" West 111.86 feet;

THENCE North 07° 18' 23" East 580.41 feet to the South line of the Kuhnhausen parcel as described in Exhibit D of Boundary Line Agreement recorded under Auditor's File No. 9108090261, Clark County Deed Records;

THENCE South 87° 51' 35" East along said South line 732.16 feet to the East line of said Kuhnhausen parcel;

THENCE North 02° 21' 36" East along said East line 186.54 feet to the North line of that parcel conveyed to 9811 NE 94th Avenue, LLC by document recorded under Auditor's File No. 4521093, Clark County Deed Records;

THENCE South 88° 28' 27" East, parallel with the North line of the South half of said McAllister Donation Land Claim 1174.65 feet to the East line of said McAllister Donation Land Claim;

THENCE South 02° 07' 55" West along said East line 1759.91 feet to the Northwest corner of the Napoleon McGilvery Donation Land Claim;

THENCE South 01° 59' 43" West continuing along said East line 492.81 feet to the Southeast corner of said Mcallister Donation Land Claim;

THENCE North 88° 29' 04" West along the South line of said McAllister Donation Land Claim 227.44 feet to the Northeast corner of the Northwest quarter of Lot 1, of said plat of Newton;

THENCE South 01° 43' 50" West along the East line of said Northwest quarter 473.72 feet to that line established by Boundary Line Agreement recorded under Auditor's File No. 9108090260, Clark County Deed Records;

THENCE North 88° 16' 04" West along said line 981.21 feet;

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THENCE South 01° 43' 50" West continuing along said Boundary Agreement Line 0.41 feet to the South line of the North half of Lot 3 of said plat of Newton;

THENCE North 88° 16' 06" West along said South line and the South lines of the North half of Lot 4 and the North half of Lot 5 of said plat of Newton 1119.46 feet to the centerline of NE 94th Avenue;

THENCE North 02° 10' 22" East along said centerline 466.22 feet to the Southwest corner of said McAllister Donation Land Claim;

THENCE North 02° 09' 58" East along the West line of said McAllister Donation Land Claim 236.55 feet to the Southwest corner of that tract conveyed to Arvid E. Koski by document recorded under Auditor's File No. G 618438, Clark County Deed Records;

THENCE South 88° 29' 04" East along the South line of said Koski tract 90.00 feet to the Southeast corner thereof;

THENCE North 02° 09' 58" East along the East line of said Koski tract 80.00 feet to the Northeast corner thereof;

THENCE North 88° 29' 04" West along the North line of said Koski tract 90.00 feet to the West line of said McAllister Donation Land Claim;

THENCE North 02° 09' 58" East along said West line 60.00 feet to the South line of said Fleischer tract as adjusted by Boundary Line Agreement recorded under Auditor's File No. 9302170319, Clark County Deed Records;

THENCE South 88° 29' 04" East along said South line 1157.05 feet to the West line of said parcel described in Exhibit A of Boundary Line Agreement recorded under Auditor's File No. 9302170319, Clark County Deed Records;

THENCE North 01° 43' 14" East along said West line 376.53 feet to the North line of said Fleisher tract;

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THENCE North 88° 29' 04" West along said North line 303.98 feet to the TRUE POINT OF BEGINNING.

EXCEPT any portion thereof lying within the public right-of-way.

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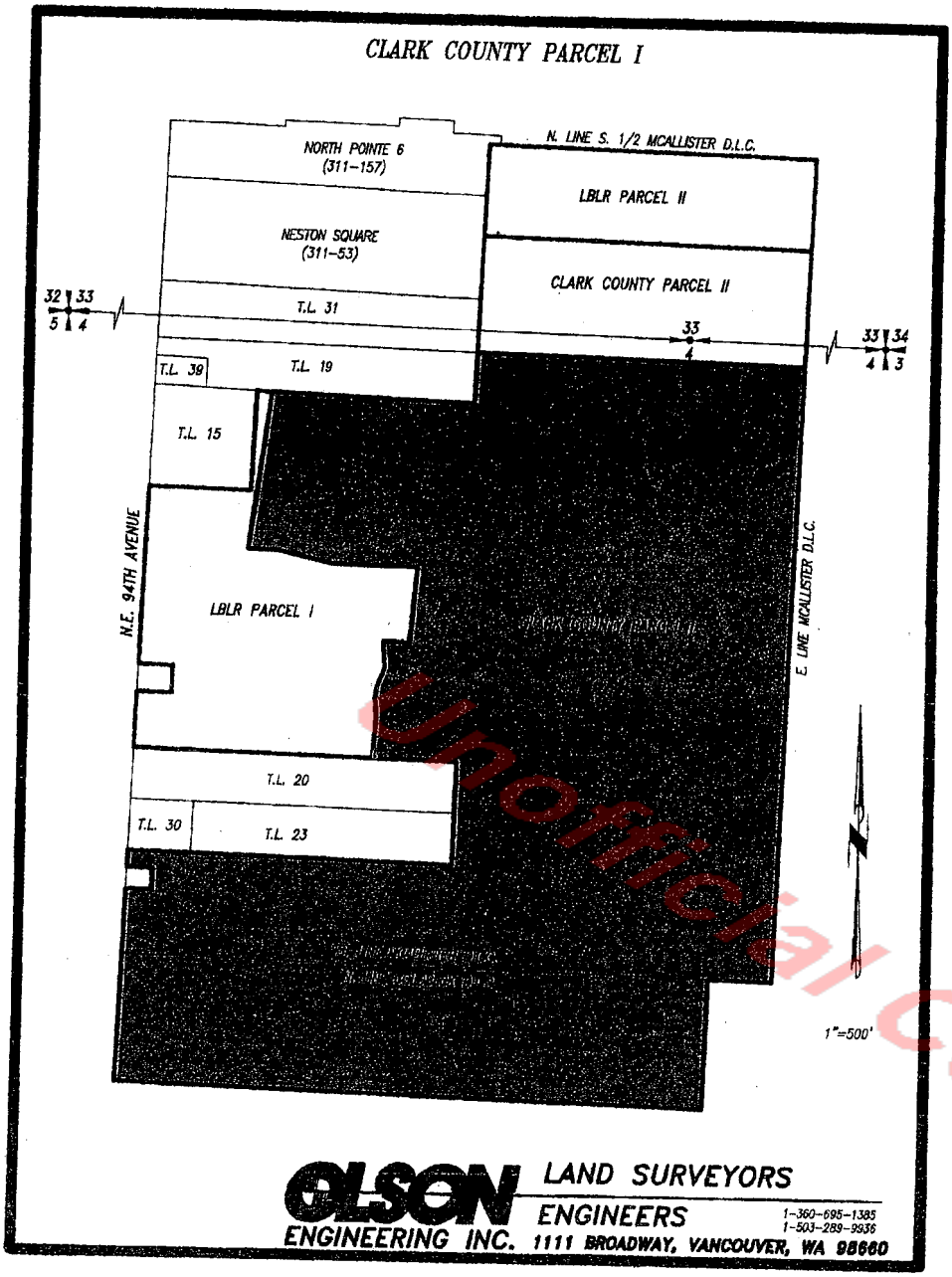

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ENGINEERS

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Vancouver, WA
98660

LEGAL DESCRIPTION FOR LEICHNER BROTHERS LAND RECLAMATION
Clark County Parcel II

August 25, 2009

A parcel of property in the James McAllister Donation Land Claim and in the North half of Section 4, Township 2 North, Range 2 East and in the South half of Section 33, Township 3 North, Range 2 East of the Willamette Meridian, Clark County, Washington described as follows:

BEGINNING at the intersection of the East line of the James McAllister Donation Land Claim and the South line of the Southeast quarter of said Section 33;

THENCE North 02° 04' 21" East along the East line of said James McAllister Donation Land Claim 343.40 feet to a point 330.00 feet South of, when measured at right angles to the North line of the South half of said McAllister Donation Land Claim;

THENCE North 88° 28' 27" West, parallel with said North line, 1172.67 feet to the East line of that parcel conveyed to BME Development, Inc. by document recorded under Auditor's File No. 3492983, Clark County Deed Records;

THENCE South 02° 20' 48" West along said East line a distance of 229.14 feet to the Northeast corner of the Kuhnhausen parcel as described in Exhibit D of Boundary Line Agreement recorded under Auditor's File No. 9108090261, Clark County Deed Records;

THENCE South 02° 21' 36" West along the East line of said Kuhnhausen parcel a distance of 194.25 feet to the Northeast corner of that parcel conveyed to 9811 NE 94th Avenue, LLC by document recorded under Auditor's File No. 4521093, Clark County Deed records;

THENCE South 88° 28' 27" East, parallel with the North line of the South half of the McAllister Donation Land Claim a distance of 1174.65 feet to the East line of said McAllister Donation Land Claim;

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OLSON ENGINEERING INC.

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1111 Broadway
Vancouver, WA
98660

THENCE North 02° 07' 55" East along said East line 79.97 feet to the POINT OF BEGINNING.

8-28-09

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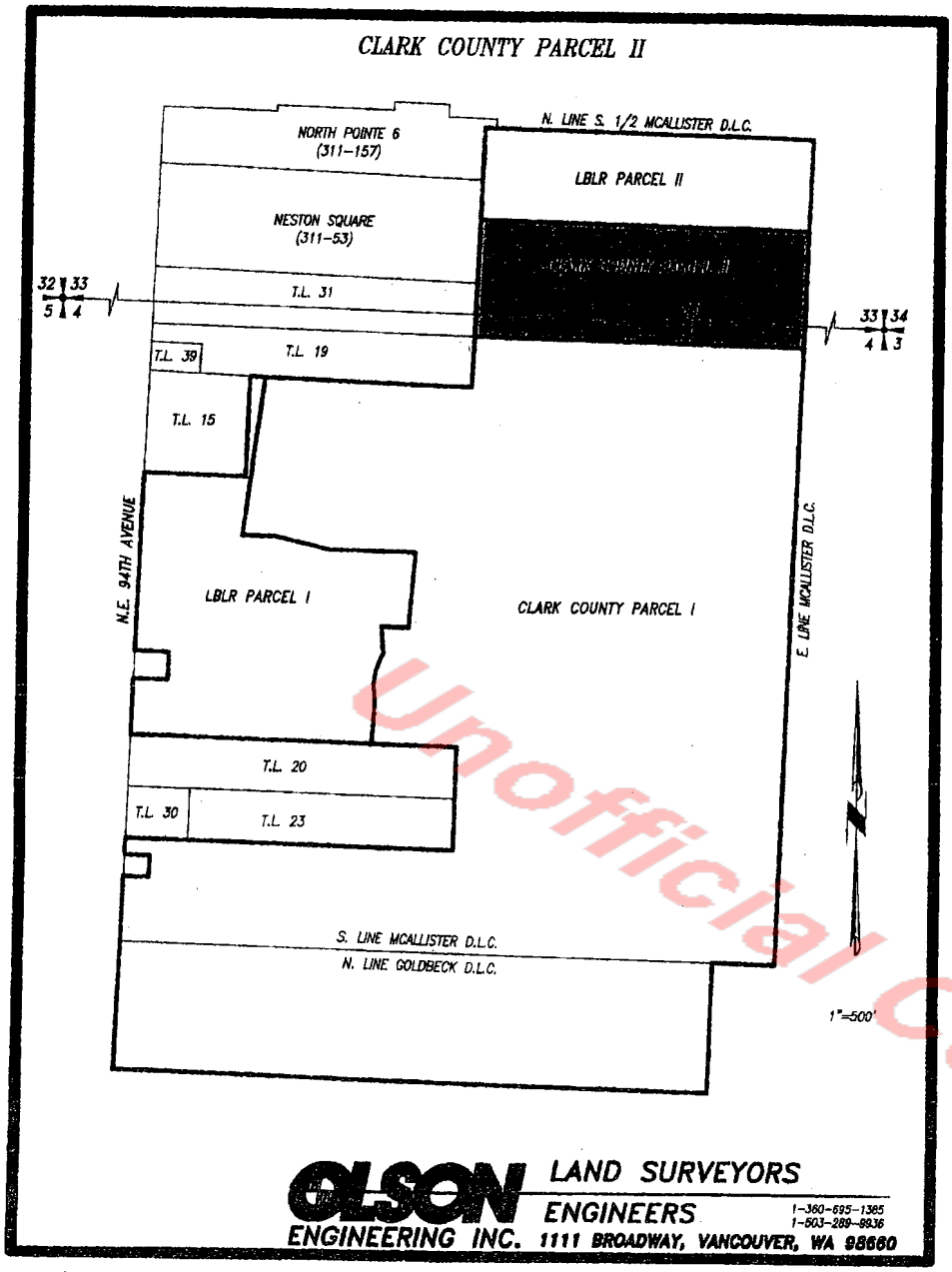

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EXHIBIT B

Legal Description of LBLR I & II

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LEGAL DESCRIPTION FOR LEICHNER BROTHERS LAND RECLAMATION
LBLR Parcel I

August 25, 2009

A parcel of property in the James McAllister Donation Land Claim and in the Northwest quarter of Section 4, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington described as follows:

COMMENCING at the Southwest corner of said McAllister Donation Land Claim;

THENCE North 02° 09' 58" East along the West line of said McAllister Donation Land Claim 753.11 feet to the North line of that tract conveyed to Felix F. Fleischer by document recorded under Auditor's File No. 8403160018, Clark County Deed Records and the TRUE POINT OF BEGINNING;

THENCE South 88° 29' 04" East along said North line 850.15 feet to the West line of that parcel described in Exhibit A of Boundary Line Agreement recorded under Auditor's File No. 9302170319, Clark County Deed Records;

THENCE along said West line the following courses:

THENCE North 04° 03' 55" East 157.74 feet;

THENCE North 05° 00' 52" West 62.39 feet;

THENCE North 09° 23' 06" East 45.95 feet;

THENCE North 21° 38' 11" East 73.95 feet;

THENCE North 03° 53' 37" West 95.70 feet;

THENCE South 88° 55' 24" East 95.97 feet;

THENCE North 04° 57' 43" East 277.44 feet;

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THENCE North 89° 23' 23" West 301.36 feet;

THENCE North 76° 57' 08" West 205.44 feet;

THENCE North 88° 29' 24" West 111.86 feet;

THENCE North 07° 18' 23" East 580.41 feet to the South line of the Kuhnhausen parcel as described in Exhibit D of Boundary Line Agreement recorded under Auditor's File No. 9108090261, Clark County Deed records;

THENCE North 87° 51' 35" West along said South line 24.44 feet to an angle point therein;

THENCE North 87° 10' 13" West continuing along said South line 28.56 feet to the Northwest corner of that parcel conveyed to Paul R. and Ellen Y. Hardman by document recorded under Auditor's File No. 9606280588, Clark County Deed Records;

THENCE South 02° 09' 58" West along the East line of said Hardman parcel 365.75 feet to the Southeast corner thereof;

THENCE North 88° 29' 04" West along the South line of said Hardman parcel 361.50 feet to the centerline of NE 94th Avenue;

THENCE South 02° 09' 58" West along said centerline a 649.10 feet to the North line of that parcel conveyed to Richard D. and Georgette M. Schaible by document recorded under Auditor's File No. 9602230164, Clark County Deed Records;

THENCE South 88° 29' 04" East along the North line of said Schaible parcel 122.00 feet to the Northeast corner thereof;

THENCE South 02° 09' 58" West along the East line of said Schaible parcel 102.00 feet to the Southeast corner thereof;

THENCE North 88° 29' 04" West along the South line of said Schaible parcel 122.00 feet to the centerline of said NE 94th Avenue;

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THENCE South 02° 09' 58" West along said centerline 205.37 feet to the TRUE POINT OF BEGINNING.

EXCEPT any portion thereof lying within the public right-of-way.

8-28-09

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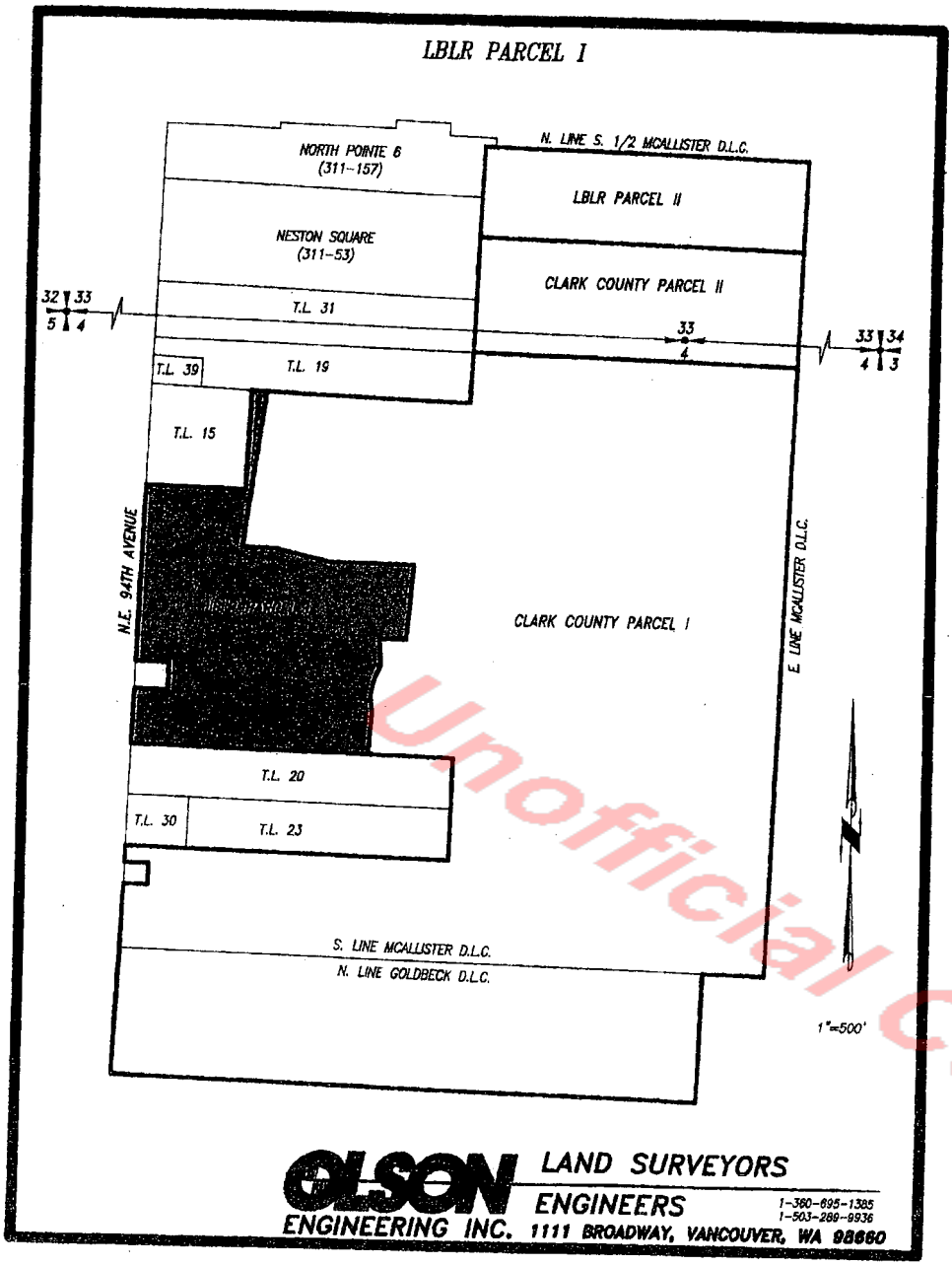

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ENGINEERS

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LEGAL DESCRIPTION FOR LEICHNER BROTHERS LAND RECLAMATION
LBLR Parcel II

August 25, 2009

A parcel of property situated in the James McAllister Donation Land Claim in South half of Section 33, Township 3 North, Range 2 East of the Willamette Meridian, Clark County, Washington described as follows:

COMMENCING at the intersection of the East line of the James McAllister Donation Land Claim and the South line of the Southeast quarter of said Section 33;

THENCE North 02° 04' 21" East along the East line of said James McAllister Donation Land Claim 343.40 feet to a point 330.00 feet South of, when measured at right angles to the North line of the South half of said McAllister Donation Land Claim and the TRUE POINT OF BEGINNING;

THENCE North 88° 28' 27" West, parallel with said North line, 1172.67 feet to the East line of that parcel conveyed to BME Development, Inc. by document recorded under Auditor's File No. 3492983,Clark County Deed records;

THENCE North 02° 20' 48" East along said East line and the Northerly extension thereof 330.03 feet to the North line of the South half of said McAllister Donation Land Claim;

THENCE South 88° 28' 27" East along said North line 1171.09 feet to the East line of said McAllister Donation Land Claim;

THENCE South 02° 04' 21" West along said East line a distance of 330.01 feet to the TRUE POINT OF BEGINNING.

CARLA JO MERITT
STATE OF WASHINGTON
40018
REGISTERED
PROFESSIONAL LAND SURVEYOR

Carla Meritt

8-28-09

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(CJM\cjm)

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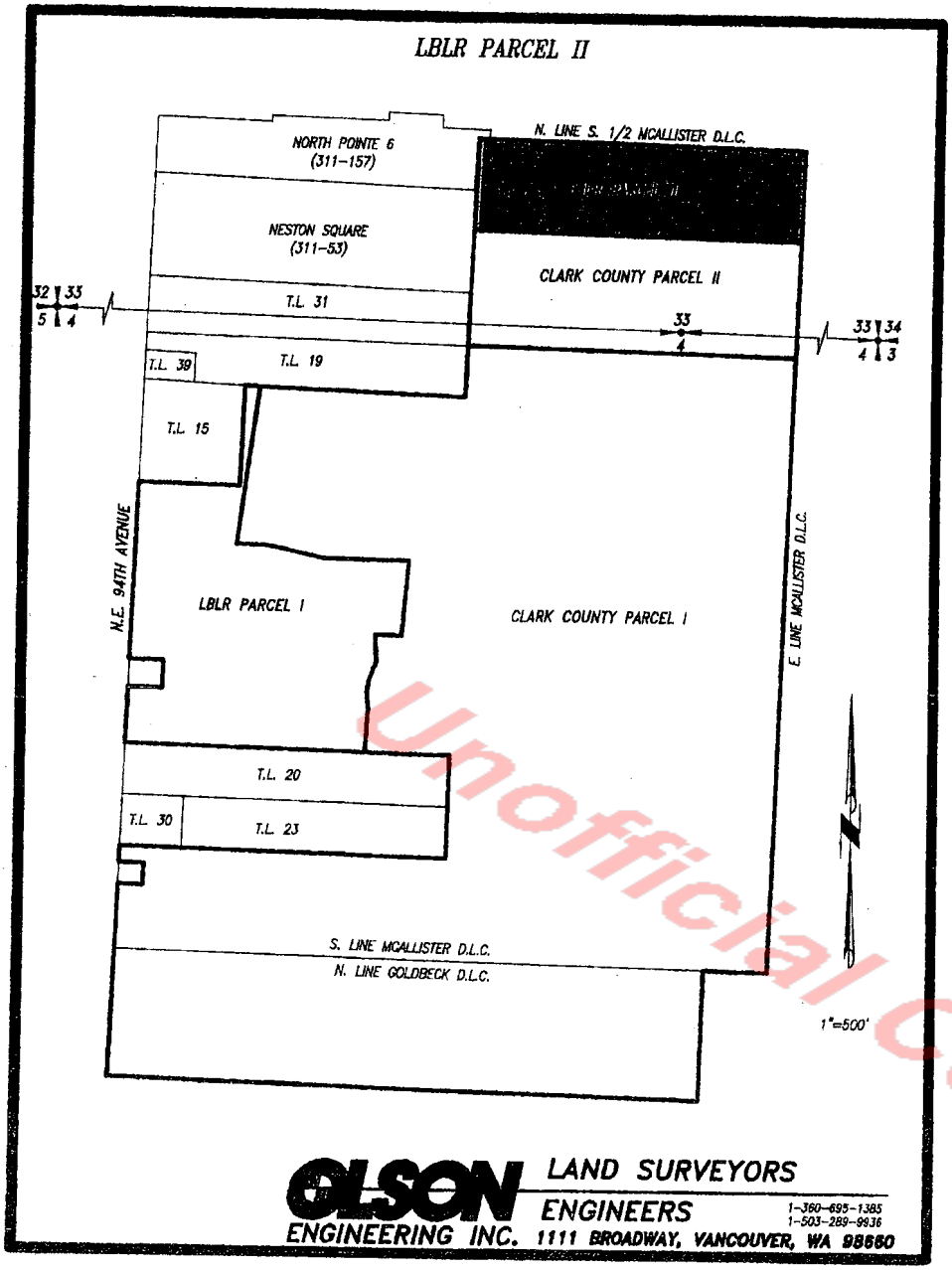

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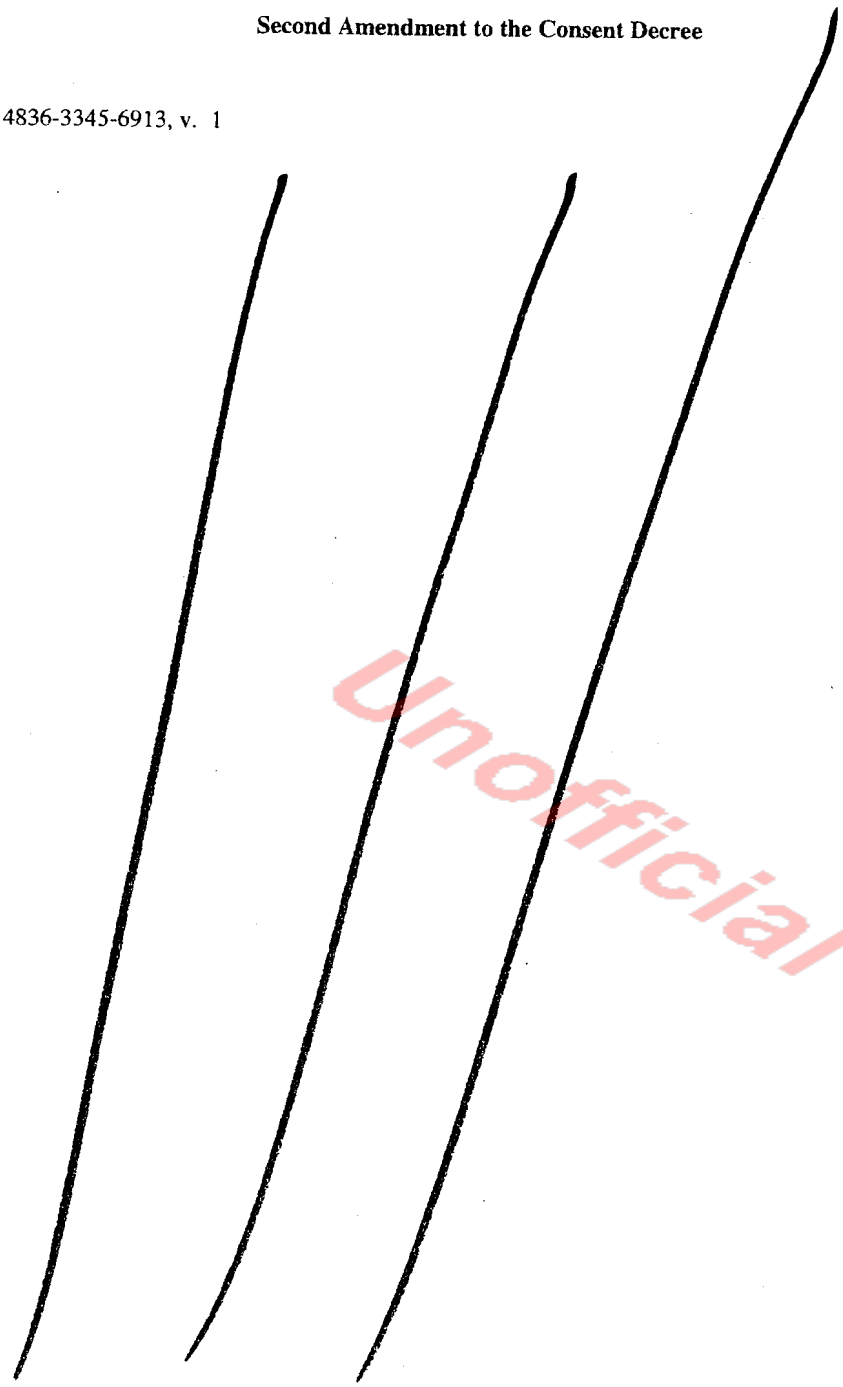
EXHIBIT C

Second Amendment to the Consent Decree

4836-3345-6913, v. 1



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STATE OF WASHINGTON
CLARK COUNTY SUPERIOR COURT

STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY, Plaintiff, v. LEICHNER BROTHERS LAND RECLAMATION CORPORATION and CLARK COUNTY, Defendants.	NO. 96-2-03081-7 SECOND AMENDMENT TO CONSENT DECREE RE: LEICHNER BROTHERS LANDFILL

This Second Amendment to the Consent Decree is issued pursuant to the authority of Chapter 70.105D RCW, the Model Toxics Control Act (MTCA).

STATEMENT OF CURRENT CONDITIONS

A. Consent Decree 96-2-03081-7 was signed by this Court and filed on July 17, 1996 (Consent Decree). The Consent Decree represents a negotiated settlement between the Washington State Department of Ecology (Ecology) and Leichner Brothers Land Reclamation Corporation (Leichner). Leichner and Ecology are collectively referred to as the Parties.

B. The Consent Decree governs the remedial activities for the Leichner Brothers Land Reclamation Corporation Landfill Site (Site) located near Vancouver, WA and surrounding areas where hazardous substances have come to be located.

Unofficial Copy

ATTORNEY GENERAL OF WASHINGTON
Ecology Division
PO Box 40117
Olympia, WA 98504-0117
(360) 586-6760

Clark Auditor 9/3/2025 9:18 AM 6271581 Page:160/194

C. The First Amendment to the Consent Decree (First Amendment) was entered by the Court and filed on February 12, 2002. The First Amendment removed a parcel from within the Site and consequently redefined the boundary line of the Site and the area subject to the Consent Decree.

D. On May 26, 1989, Clark County, a political subdivision of the State of Washington (Clark County), and Leichner entered into an Option Agreement for a portion of the Site (Option Property).

E. On May 10, 2011, Clark County effectively exercised its option under the Option Agreement and entered into a Purchase and Sale Agreement (Purchase Agreement) with Leichner, for the Option Property and a second parcel (Additional Property). The Purchase Agreement is attached as Exhibit A.

F. As outlined in the Purchase Agreement, Leichner will transfer to Clark County, its rights, title and interest in the Option Property and in the Additional Property (collectively referred to as Clark County Parcels I and II). Legal descriptions for Clark County Parcels I and II are attached as Exhibit B.

G. As further set forth in the Purchase Agreement, Leichner will retain title to two (2) parcels within the Site (Leichner Parcel I and Leichner Parcel II), which is legally described in Exhibit C.

H. In a letter to Mike Davis dated January 26, 2012 (Letter), Leichner stated their intention to donate Leichner Parcel II to the County at the completion of the Purchase Agreement; however, the final arrangements of the donation have, at the time of this Second Amendment, not been finalized. The Letter is attached as Exhibit D.

I. As required by the Consent Decree, Ecology has concluded that the sale of Clark County Parcels I and II and the addition of Clark County as a Defendant to this Consent Decree is in the public interest, and will not pose a threat to human health or the environment.

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ATTORNEY GENERAL OF WASHINGTON
Ecology Division
PO Box 40117
Olympia, WA 98504-0117
(360) 586-6760

SECOND AMENDMENT TO CONSENT DECREE

Based on the foregoing, the Parties to the Consent Decree stipulate and agree that the Consent Decree, as amended by the First Amendment, including all Exhibits attached thereto, shall be further amended, pursuant to the provisions of Section XV of the Consent Decree as follows:

1. All references to Leichner throughout the Consent Decree, which specifically relate to Leichner's ownership of that particular portion of the Site that is now defined as Clark County Parcels I and II, shall be amended such that Clark County will be listed as the titled owner. In addition, Section III, paragraph B, definition of "Parties" is amended to include Clark County as a party for purposes of Clark County Parcels I and II, as defined in Exhibit B to this Second Amendment.

2. The ownership of Leichner Parcel I shall remain in Leichner's ownership as it currently exists.

3. When donation arrangements agreeable to both Leichner and Clark County are finalized, all references to Leichner, which specifically related to Leichner's ownership of that particular portion of the Site now defined as Leichner Parcel II shall be amended such that Clark County will be listed as the titled owner. No further amendment of the Consent Decree will be required.

4. Section VII (D) of the Consent Decree (Designated Project Coordinators) is hereby amended to identify the following individual as the project coordinator for Defendants:

MICHAEL DAVIS
Clark County
Department of Environmental Services
1300 Franklin Street 1st Floor
P.O Box 9810
Vancouver, WA 98666-9810
(360) 397-2121 ext. 4920

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5. Except as set forth above, all other provisions of the Consent Decree remain in full force and effect, unchanged by this Second Amendment.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

James Pendowski
Program Manager
Toxics Cleanup Program
(360) 407-7177

Date: _____

ROBERT M. MCKENNA,
ATTORNEY GENERAL

Dorothy H Jaffe, WSBA No. 34148
Assistant Attorney General
(360) 586-4637

Date: _____

LEICHNER BROTHERS LAND RECLAMATION CORPORATION

CRAIG LEICHNER
President

Date: _____

CLARK COUNTY

Date: 11/27/12

ENTERED this _____ day of _____, 2012.

JUDGE
Clark County Superior Court

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ATTORNEY GENERAL OF WASHINGTON
Ecology Division
PO Box 40117
Olympia, WA 98504-0117
(360) 586-6760

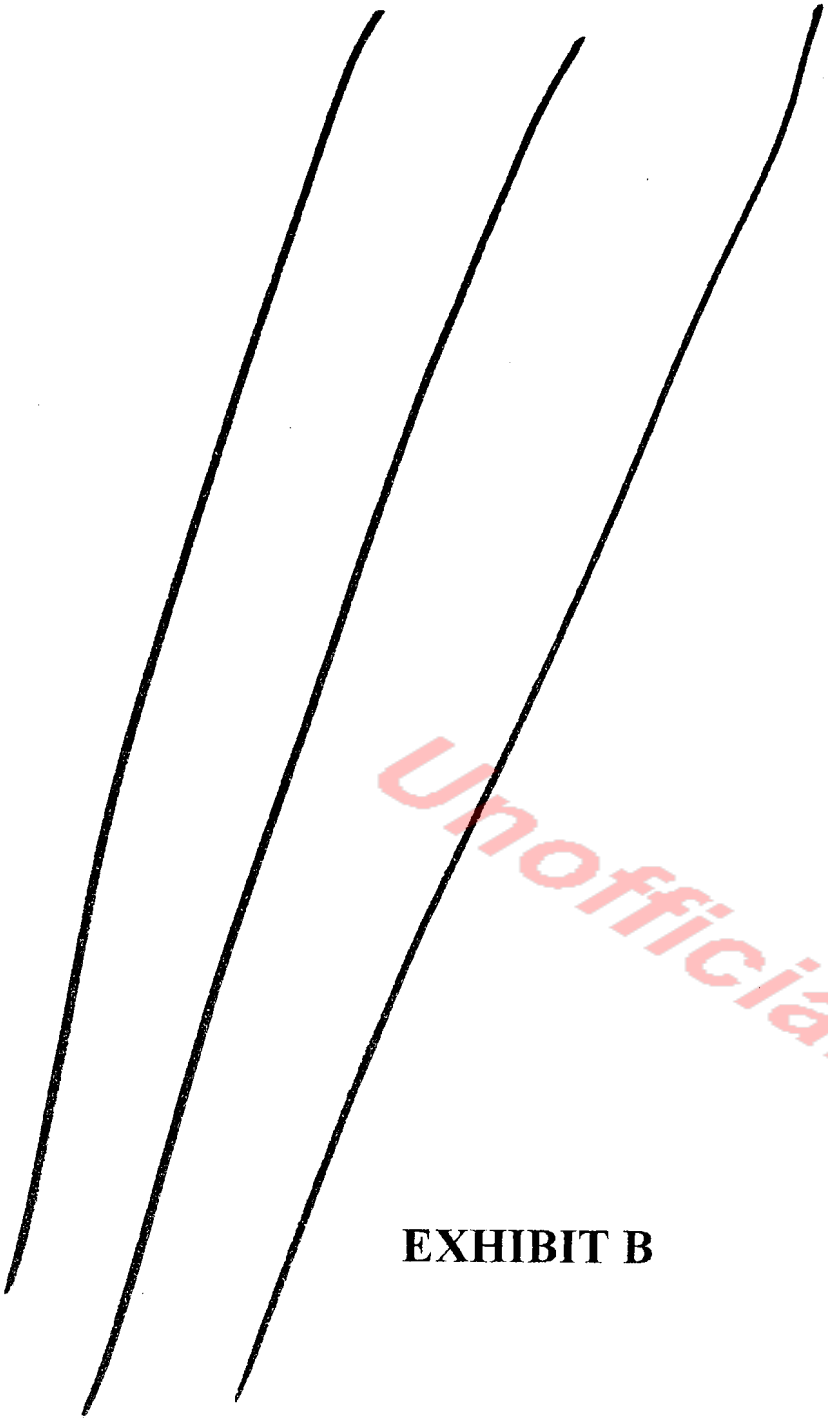

EXHIBIT B

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OLSON ENGINEERING INC.

LAND SURVEYORS
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LEGAL DESCRIPTION FOR LEICHNER BROTHERS LAND RECLAMATION
Clark County Parcel I

August 25, 2009

A parcel of property in the James McAllister and the William Goldbeck Donation Land Claims and in a portion of the plat of Newton as recorded in Book A of Plats at Page 60, Clark County records, in the North half of Section 4, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington described as follows:

COMMENCING at the Southwest corner of said McAllister Donation Land Claim;

THENCE North 02° 09' 58" East along the West line of said McAllister Donation Land Claim 753.11 feet to the North line of that tract conveyed to Felix F. Fleischer by deed recorded under Auditor's File No. 8403160018, Clark County Deed Records;

THENCE South 88° 29' 04" East along said North line 850.15 feet to the West line of that parcel described in Exhibit A of Boundary Line Agreement recorded under Auditor's File No. 9302170319, Clark County Deed Records and the TRUE POINT OF BEGINNING;

THENCE along said West line the following courses:

THENCE North 04° 03' 55" East 157.74 feet;

THENCE North 05° 00' 52" West 62.39 feet;

THENCE North 09° 23' 06" East 45.95 feet;

THENCE North 21° 38' 11" East 73.95 feet;

THENCE North 03° 53' 37" West 95.70 feet;

THENCE South 88° 55' 24" East 95.97 feet;

THENCE North 04° 57' 43" East 277.44 feet;

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THENCE North 89° 23' 23" West 301.36 feet;

THENCE North 76° 57' 08" West 205.44 feet;

THENCE North 88° 29' 24" West 111.86 feet;

THENCE North 07° 18' 23" East 580.41 feet to the South line of the Kuhnhausen parcel as described in Exhibit D of Boundary Line Agreement recorded under Auditor's File No. 9108090261, Clark County Deed Records;

THENCE South 87° 51' 35" East along said South line 732.16 feet to the East line of said Kuhnhausen parcel;

THENCE North 02° 21' 36" East along said East line 186.54 feet to the North line of that parcel conveyed to 9811 NE 94th Avenue, LLC by document recorded under Auditor's File No. 4521093, Clark County Deed Records;

THENCE South 88° 28' 27" East, parallel with the North line of the South half of said McAllister Donation Land Claim 1174.65 feet to the East line of said McAllister Donation Land Claim;

THENCE South 02° 07' 55" West along said East line 1759.91 feet to the Northwest corner of the Napoleon McGilvery Donation Land Claim;

THENCE South 01° 59' 43" West continuing along said East line 492.81 feet to the Southeast corner of said Mcallister Donation Land Claim;

THENCE North 88° 29' 04" West along the South line of said McAllister Donation Land Claim 227.44 feet to the Northeast corner of the Northwest quarter of Lot 1, of said plat of Newton;

THENCE South 01° 43' 50" West along the East line of said Northwest quarter 473.72 feet to that line established by Boundary Line Agreement recorded under Auditor's File No. 9108090260, Clark County Deed Records;

THENCE North 88° 16' 04" West along said line 981.21 feet;

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THENCE South 01° 43' 50" West continuing along said Boundary Agreement Line 0.41 feet to the South line of the North half of Lot 3 of said plat of Newton;

THENCE North 88° 16' 06" West along said South line and the South lines of the North half of Lot 4 and the North half of Lot 5 of said plat of Newton 1119.46 feet to the centerline of NE 94th Avenue;

THENCE North 02° 10' 22" East along said centerline 466.22 feet to the Southwest corner of said McAllister Donation Land Claim;

THENCE North 02° 09' 58" East along the West line of said McAllister Donation Land Claim 236.55 feet to the Southwest corner of that tract conveyed to Arvid E. Koski by document recorded under Auditor's File No. G 618438, Clark County Deed Records;

THENCE South 88° 29' 04" East along the South line of said Koski tract 90.00 feet to the Southeast corner thereof;

THENCE North 02° 09' 58" East along the East line of said Koski tract 80.00 feet to the Northeast corner thereof;

THENCE North 88° 29' 04" West along the North line of said Koski tract 90.00 feet to the West line of said McAllister Donation Land Claim;

THENCE North 02° 09' 58" East along said West line 60.00 feet to the South line of said Fleischer tract as adjusted by Boundary Line Agreement recorded under Auditor's File No. 9302170319, Clark County Deed Records;

THENCE South 88° 29' 04" East along said South line 1157.05 feet to the West line of said parcel described in Exhibit A of Boundary Line Agreement recorded under Auditor's File No. 9302170319, Clark County Deed Records;

THENCE North 01° 43' 14" East along said West line 376.53 feet to the North line of said Fleisher tract;

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THENCE North 88° 29' 04" West along said North line 303.98 feet to the TRUE POINT OF BEGINNING.

EXCEPT any portion thereof lying within the public right-of-way.

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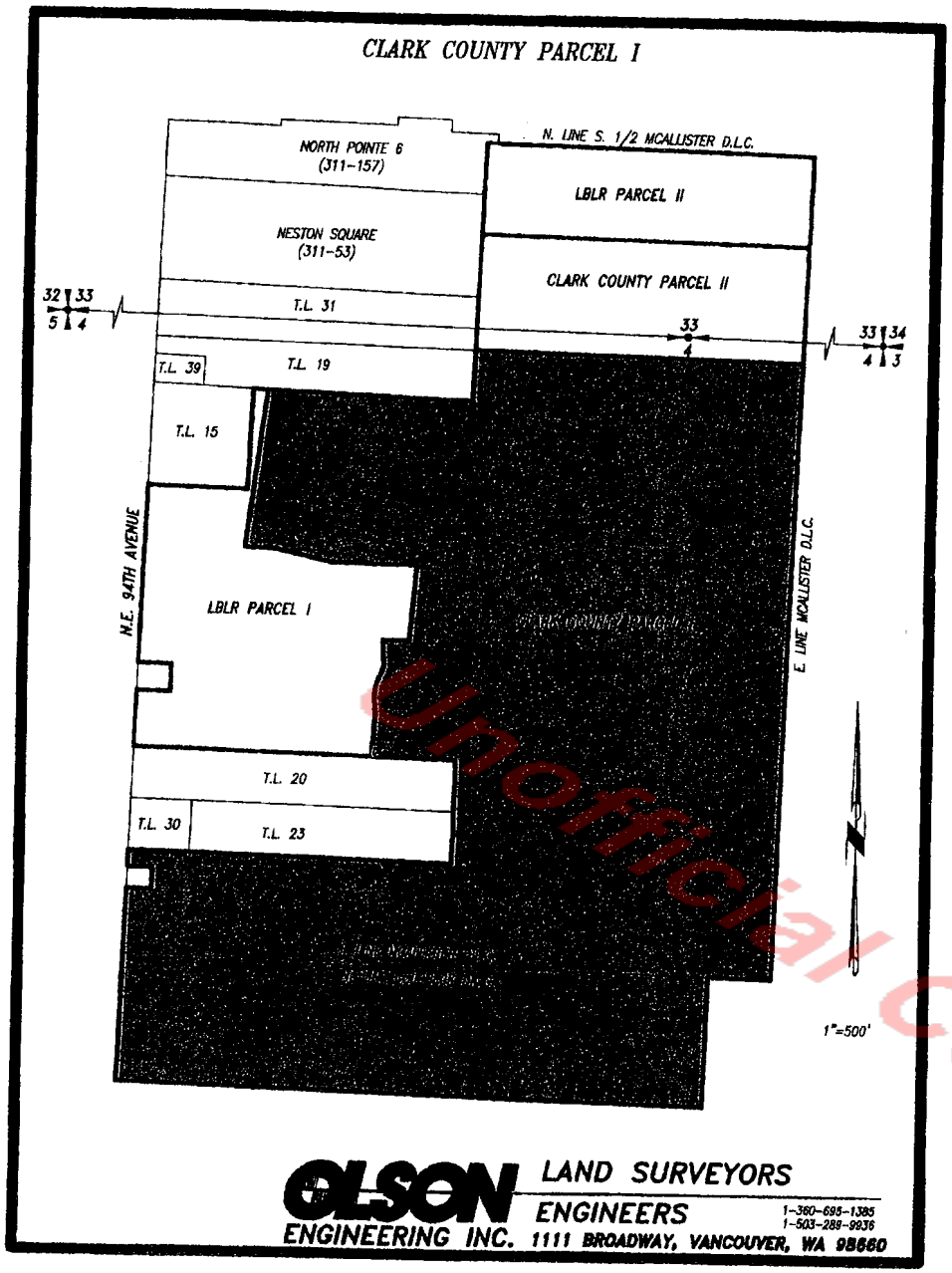

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LEGAL DESCRIPTION FOR LEICHNER BROTHERS LAND RECLAMATION
Clark County Parcel II

August 25, 2009

A parcel of property in the James McAllister Donation Land Claim and in the North half of Section 4, Township 2 North, Range 2 East and in the South half of Section 33, Township 3 North, Range 2 East of the Willamette Meridian, Clark County, Washington described as follows:

BEGINNING at the intersection of the East line of the James McAllister Donation Land Claim and the South line of the Southeast quarter of said Section 33;

THENCE North 02° 04' 21" East along the East line of said James McAllister Donation Land Claim 343.40 feet to a point 330.00 feet South of, when measured at right angles to the North line of the South half of said McAllister Donation Land Claim;

THENCE North 88° 28' 27" West, parallel with said North line, 1172.67 feet to the East line of that parcel conveyed to BME Development, Inc. by document recorded under Auditor's File No. 3492983, Clark County Deed Records;

THENCE South 02° 20' 48" West along said East line a distance of 229.14 feet to the Northeast corner of the Kuhnhausen parcel as described in Exhibit D of Boundary Line Agreement recorded under Auditor's File No. 9108090261, Clark County Deed Records;

THENCE South 02° 21' 36" West along the East line of said Kuhnhausen parcel a distance of 194.25 feet to the Northeast corner of that parcel conveyed to 9811 NE 94th Avenue, LLC by document recorded under Auditor's File No. 4521093, Clark County Deed records;

THENCE South 88° 28' 27" East, parallel with the North line of the South half of the McAllister Donation Land Claim a distance of 1174.65 feet to the East line of said McAllister Donation Land Claim;

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THENCE North 02° 07' 55" East along said East line 79.97 feet to the POINT OF BEGINNING.

8-28-09

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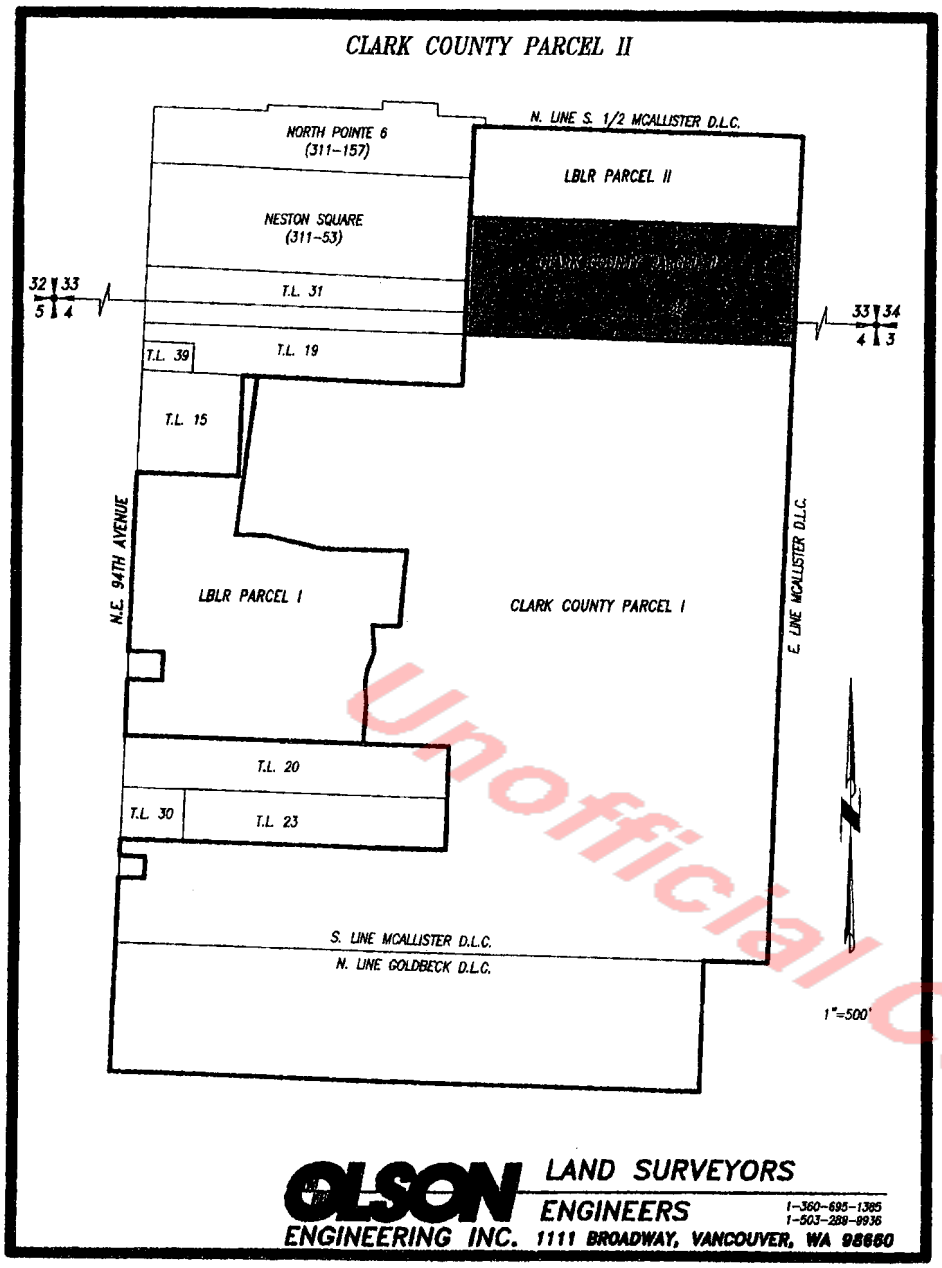

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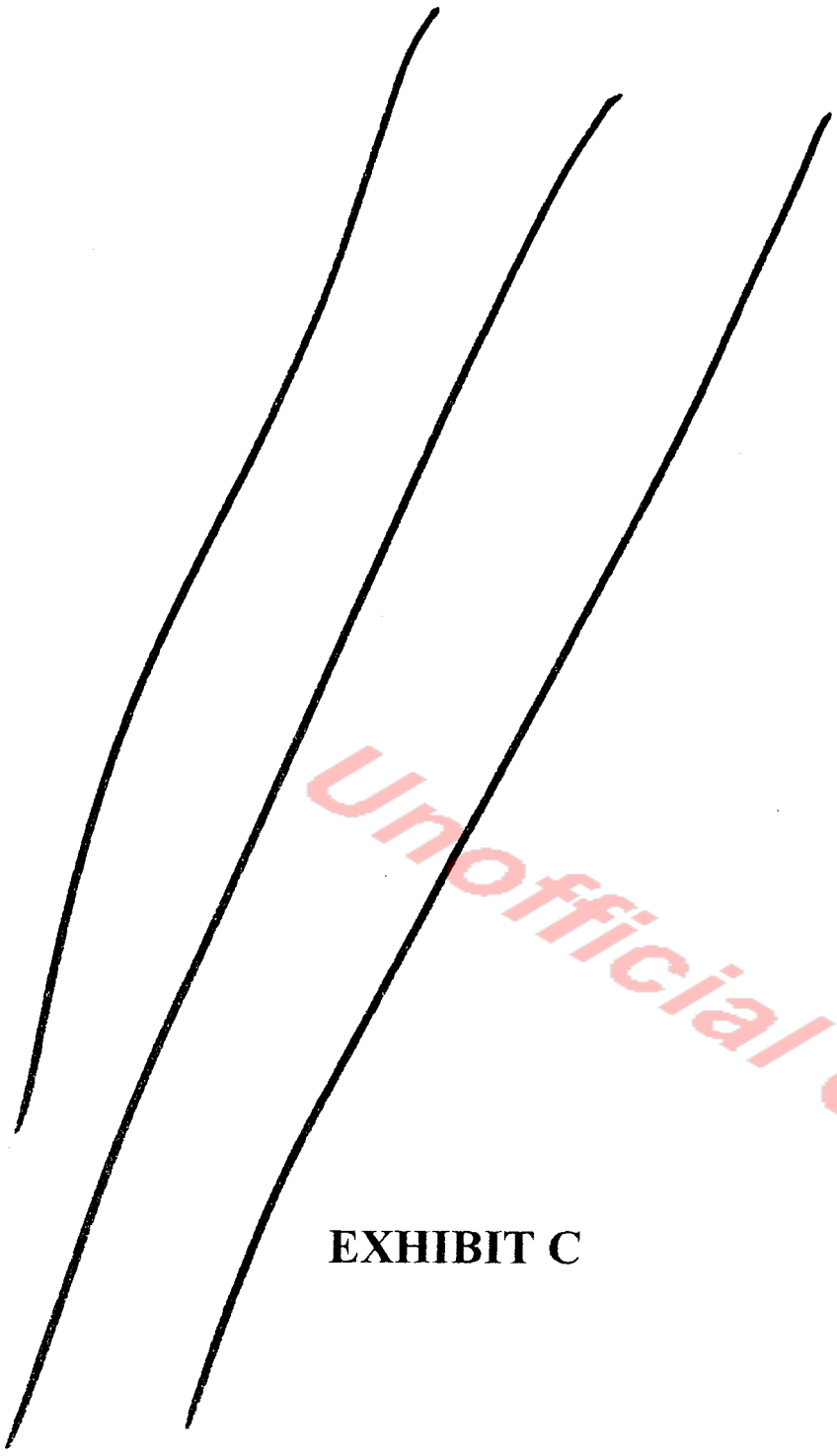

EXHIBIT C

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LAND SURVEYORS
ENGINEERS

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1111 Broadway
Vancouver, WA
98660

LEGAL DESCRIPTION FOR LEICHNER BROTHERS LAND RECLAMATION
LBLR Parcel I

August 25, 2009

A parcel of property in the James McAllister Donation Land Claim and in the Northwest quarter of Section 4, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington described as follows:

COMMENCING at the Southwest corner of said McAllister Donation Land Claim;

THENCE North 02° 09' 58" East along the West line of said McAllister Donation Land Claim 753.11 feet to the North line of that tract conveyed to Felix F. Fleischer by document recorded under Auditor's File No. 8403160018, Clark County Deed Records and the TRUE POINT OF BEGINNING;

THENCE South 88° 29' 04" East along said North line 850.15 feet to the West line of that parcel described in Exhibit A of Boundary Line Agreement recorded under Auditor's File No. 9302170319, Clark County Deed Records;

THENCE along said West line the following courses:

THENCE North 04° 03' 55" East 157.74 feet;

THENCE North 05° 00' 52" West 62.39 feet;

THENCE North 09° 23' 06" East 45.95 feet;

THENCE North 21° 38' 11" East 73.95 feet;

THENCE North 03° 53' 37" West 95.70 feet;

THENCE South 88° 55' 24" East 95.97 feet;

THENCE North 04° 57' 43" East 277.44 feet;

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THENCE North 89° 23' 23" West 301.36 feet;

THENCE North 76° 57' 08" West 205.44 feet;

THENCE North 88° 29' 24" West 111.86 feet;

THENCE North 07° 18' 23" East 580.41 feet to the South line of the Kuhnhausen parcel as described in Exhibit D of Boundary Line Agreement recorded under Auditor's File No. 9108090261, Clark County Deed records;

THENCE North 87° 51' 35" West along said South line 24.44 feet to an angle point therein;

THENCE North 87° 10' 13" West continuing along said South line 28.56 feet to the Northwest corner of that parcel conveyed to Paul R. and Ellen Y. Hardman by document recorded under Auditor's File No. 9606280588, Clark County Deed Records;

THENCE South 02° 09' 58" West along the East line of said Hardman parcel 365.75 feet to the Southeast corner thereof;

THENCE North 88° 29' 04" West along the South line of said Hardman parcel 361.50 feet to the centerline of NE 94th Avenue;

THENCE South 02° 09' 58" West along said centerline a 649.10 feet to the North line of that parcel conveyed to Richard D. and Georgette M. Schaible by document recorded under Auditor's File No. 9602230164, Clark County Deed Records;

THENCE South 88° 29' 04" East along the North line of said Schaible parcel 122.00 feet to the Northeast corner thereof;

THENCE South 02° 09' 58" West along the East line of said Schaible parcel 102.00 feet to the Southeast corner thereof;

THENCE North 88° 29' 04" West along the South line of said Schaible parcel 122.00 feet to the centerline of said NE 94th Avenue;

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THENCE South 02° 09' 58" West along said centerline 205.37 feet to the TRUE POINT OF BEGINNING.

EXCEPT any portion thereof lying within the public right-of-way.

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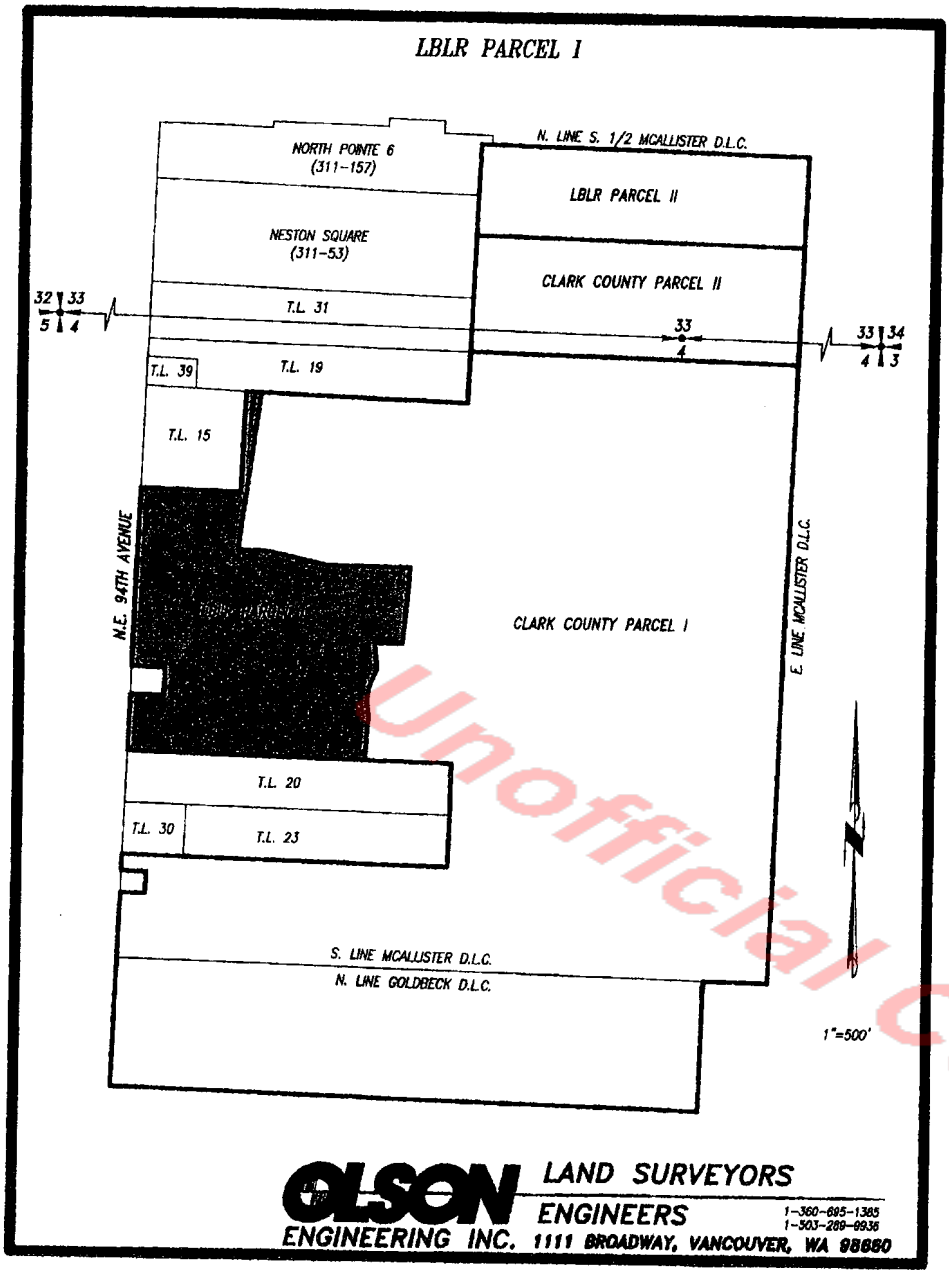

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LEGAL DESCRIPTION FOR LEICHNER BROTHERS LAND RECLAMATION
LBLR Parcel II

August 25, 2009

A parcel of property situated in the James McAllister Donation Land Claim in South half of Section 33, Township 3 North, Range 2 East of the Willamette Meridian, Clark County, Washington described as follows:

COMMENCING at the intersection of the East line of the James McAllister Donation Land Claim and the South line of the Southeast quarter of said Section 33;

THENCE North 02° 04' 21" East along the East line of said James McAllister Donation Land Claim 343.40 feet to a point 330.00 feet South of, when measured at right angles to the North line of the South half of said McAllister Donation Land Claim and the TRUE POINT OF BEGINNING;

THENCE North 88° 28' 27" West, parallel with said North line, 1172.67 feet to the East line of that parcel conveyed to BME Development, Inc. by document recorded under Auditor's File No. 3492983,Clark County Deed records;

THENCE North 02° 20' 48" East along said East line and the Northerly extension thereof 330.03 feet to the North line of the South half of said McAllister Donation Land Claim;

THENCE South 88° 28' 27" East along said North line 1171.09 feet to the East line of said McAllister Donation Land Claim;

THENCE South 02° 04' 21" West along said East line a distance of 330.01 feet to the TRUE POINT OF BEGINNING.

CARLA JO MERITT
STATE OF WASHINGTON
40018
REGISTERED
PROFESSIONAL LAND SURVEYOR

Carla Meritt

8-28-09

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(CJM\cjm)

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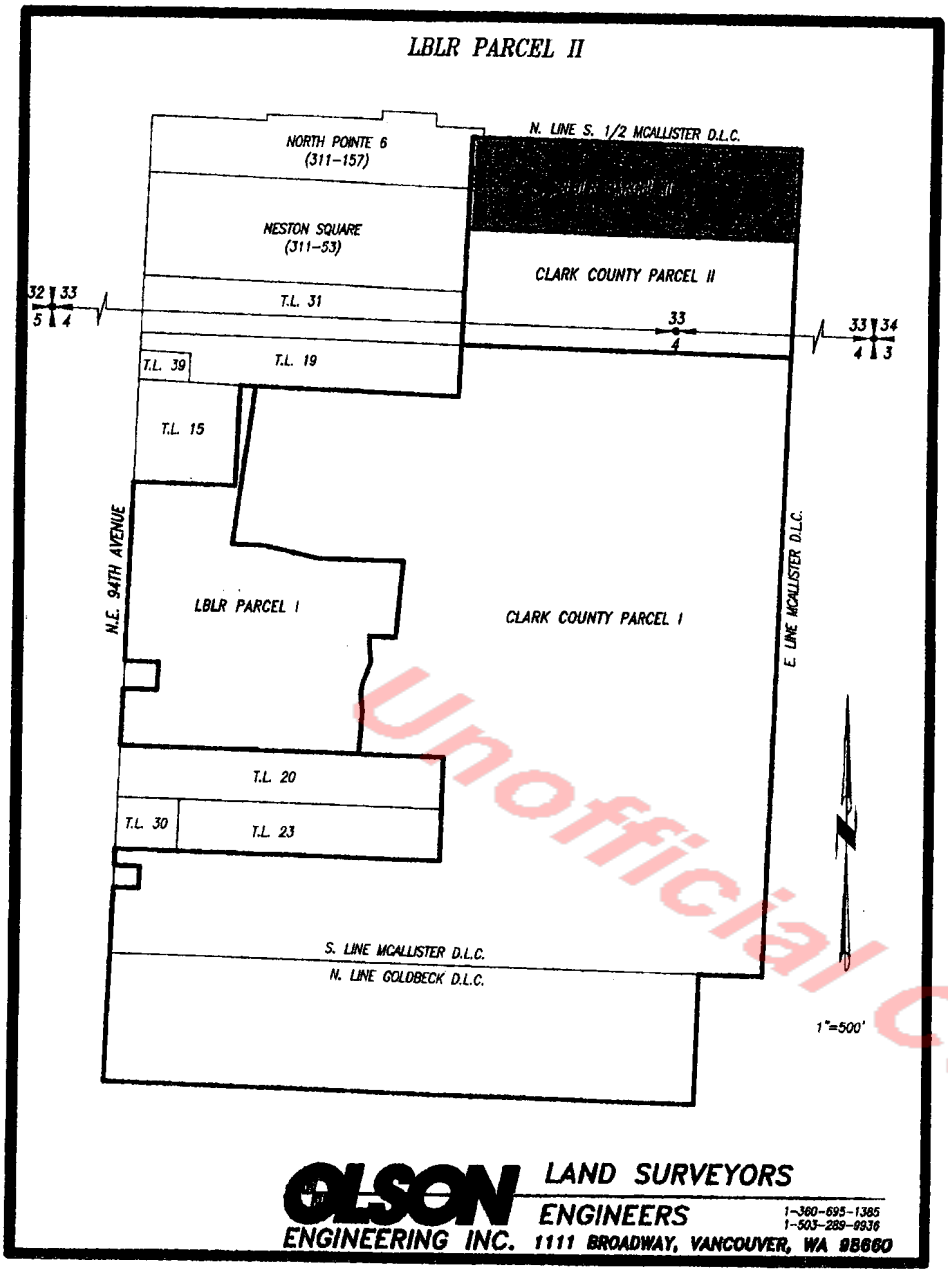

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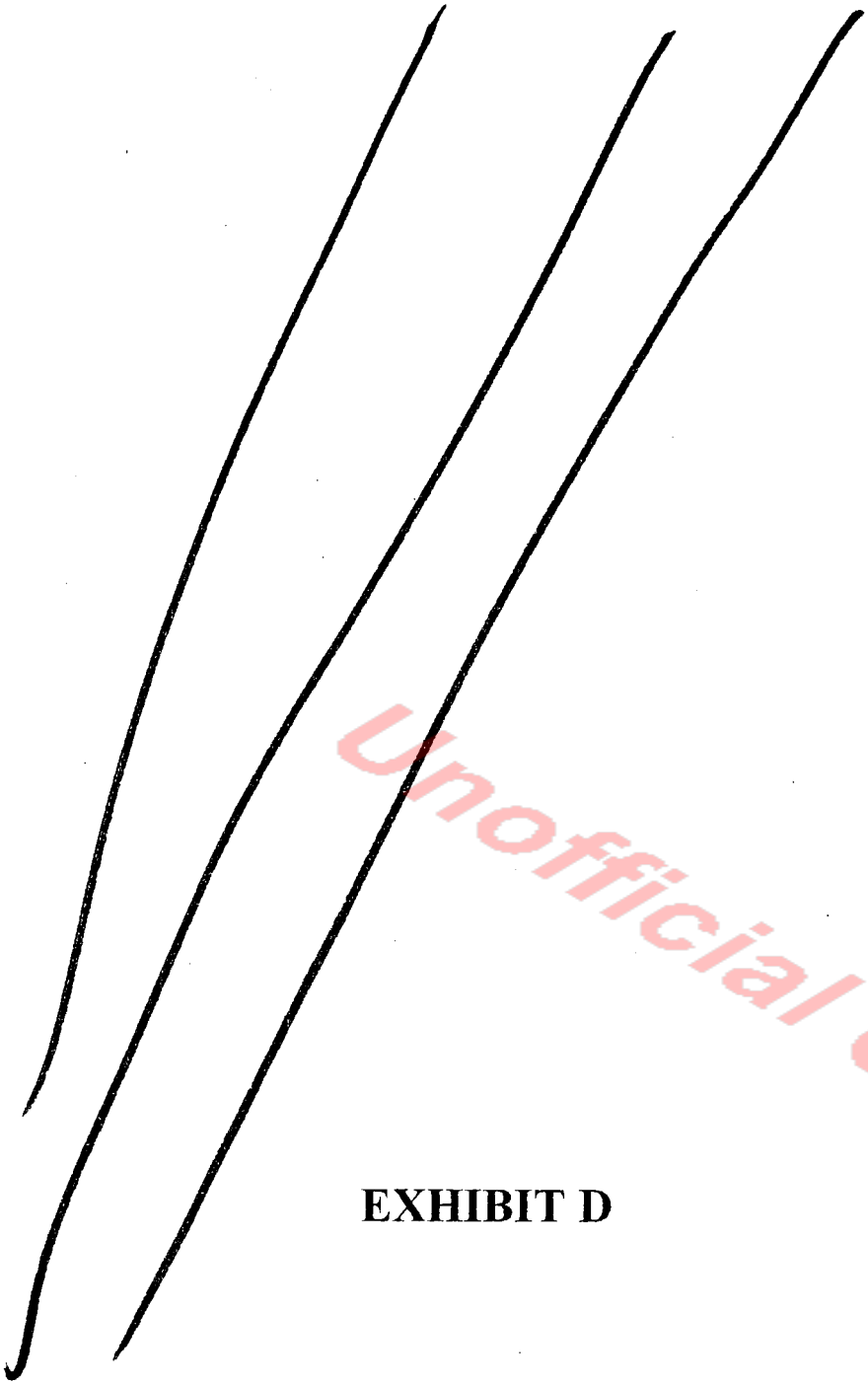

EXHIBIT D

Unofficial Copy

Leichner Brothers Land Reclamation Corporation

[redacted]

Michael Davis
Leichner Landfill Project Manager
Clark County Department of Environmental Services
Date 1/26/12

Dear Mike,

This letter is to inform Clark County Washington that LBLRC will donate our piece of land to the north of the landfill known as Parcel II at the completion of the purchase and sale agreement (PSA). Also, It is our intention to include a piece of the Nest and Square (adjacent to Parcel II) as provided by past agreements with Holt homes in that donation.

Lblrc is committed to closing our deal with the county on the purchase of the landfill. We understand that the shortest path is just amending the consent decree. Any attempts to remove parcels from that decree will only lengthen the process. We agree to only amend the consent decree and pursue removal of parcels from that decree only after the sale of the landfill is complete.

Sincerely yours,

Mark Leichner

Vive President LBLRC

8411 NE 94th Avenue • Phone: 360 254-0538

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Enclosure E

Restrictive Covenant

Unofficial Copy

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9804090180

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Stephen W. Horenstein, Attorney
Horenstein & Duggan, P.S.
P.O. Box 694
Vancouver, WA 98666

FILED FOR RECORD
CLARK CO. WASH
Horenstein & Duggan
98 APR -9 PM 3:11
AUDITOR
ELIZABETH A. LUCE

RESTRICTIVE COVENANT

Grantors:	Leichner Brothers Land Reclamation Corporation
Grantees:	The Public
Abbreviated Legal:	Section 4, T2N, R2E and Section 23, T3N, R2E W.M.
Assessor's Tax Parcel #	199843; 199845; 199846; 199847; 199848; 199856; 199857; 199858; 199859; 199860; 199863; 199865; 199866; 199869; 199871; 105740
Other Reference Nos:	N/A

The property that is the subject of this Restrictive Covenant is the subject of remedial action under Chapter 70.105D RCW. The work done to clean up the property (hereafter the "Cleanup Action") is described in the Consent Decree entered in State of Washington v. Leichner Brothers Land Reclamation Corporation, Clark County Superior Court No. 96-2-03081-7 and in exhibits to the Consent Decree. This Restrictive Covenant is required by the State of Washington Department of Ecology pursuant to WAC 173-340-440 because contaminants will be left in place on the property. This Restrictive Covenant is necessary to assure the continued protection of human health and the environment and the integrity of the Cleanup Action.

The undersigned, Leichner Brothers Land Reclamation Corporation, is the fee owner of real property in the County of Clark, State of Washington (legal description attached hereto as Exhibit "A"), hereafter referred to as the "Property." The Property encompasses both surface and subsurface estates. Leichner Brothers Land Reclamation Corporation 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 and all persons claiming under them, including all current and future owners of any portion of or interest in the Property.

Unofficial Copy

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RESTRICTIVE COVENANT - 1
S:\Clients\00143\00143001\00143001 D01.doc

HORENSTEIN & DUGGAN, P.S.,
ATTORNEYS AT LAW
900 Washington Street, Suite 900
P.O. Box 694
Vancouver, Washington 98666
(360) 699-4771 • (503) 289-2643

Section 1. No groundwater may be taken for domestic purposes from any well on the Property.

Section 2. Any activity on the Property that may interfere with the Cleanup Action is prohibited. Any activity on the Property that may result in the release of a hazardous substance that was contained as a part of the Cleanup Action is prohibited, unless allowed under the terms of an NPDES or state waste discharge permit.

Section 3. The owner of the Property must give written notice to the Department of Ecology, or to a successor agency, of the owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property may be consummated by the owner without adequate and complete provision for the continued operation, maintenance, and monitoring of the Cleanup Action.

Section 4. The owner of the Property must notify and obtain approval from the Department of Ecology, or from a successor agency, prior to any use of the Property that is inconsistent with the terms of this Restrictive Covenant. The Department of Ecology or its successor agency may approve such a use only after public notice and opportunity for comment, and only if the proposed use will not threaten human health or the environment.

Section 5. The owner of the Property shall allow authorized representatives of the Department of Ecology, or of a successor agency, the right to enter the Property in accordance with the terms set forth in Section IX of the Consent Decree for the purposes of evaluating compliance with the terms of the Consent Decree and the Cleanup Action Plan, to take samples, to inspect Cleanup Action taken at the Property, and to inspect records that are related to the Cleanup Action.

Section 6. The owner of the Property and the owner's assigns and successors in interest reserve the right under WAC 173-340-440 to record an instrument providing 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 with the consent of the Department of Ecology, or of a successor agency. The Department of Ecology or a successor agency may consent to the recording of such an instrument only after public notice and comment, and only if all of Leichner Brothers Land Reclamation Corporation's obligations under the Consent Decree have been satisfactorily completed.

LEICHNER BROTHERS LAND RECLAMATION CORPORATION

By: _____
Craig Leichner, President

Date: April 9, 1998

HORENSTEIN & DUGGAN, P.S.,
ATTORNEYS AT LAW
900 Washington Street, Suite 900
P.O. Box 694
Vancouver, Washington 98666
(360) 699-4771 • (503) 289-2643

Unofficial Copy

STATE OF WASHINGTON)
: ss.
County of Clark)

I certify that Craig Leichner appeared personally before me and that I know or have satisfactory evidence that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Leichner Brothers Land Reclamation Corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 9th day of April, 1998.

SUSAN M. SCHRANTZ
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
FEBRUARY 1, 1999

NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: Feb 1, 1999

Unofficial Copy

HORENSTEIN & DUGGAN, P.S.,
ATTORNEYS AT LAW
900 Washington Street, Suite 900
P.O. Box 694
Vancouver, Washington 98666
(360) 699-4771 • (503) 289-2643

LEGAL DESCRIPTION FOR LEICHNER
Perimeter Description

July 27, 1993

A parcel of property in the James McAllister and in the William Goldbeck Donation Land Claim and in a portion of the Newton Addition as recorded in Book A of Plats at page 60 of Clark County records, in Section 4, Township 2 North, Range 2 East and in the South half of Section 33, Township 3 North, Range 2 East of the Willamette Meridian described as follows:

BEGINNING at the Southeast corner of the McAllister Donation Land Claim;

THENCE North 88° 29′ 04″ West along the South line of said McAllister Donation Land Claim 227.44 feet to the Northeast corner of the Northwest quarter of Lot 1 of the Newton Addition;

THENCE South 01° 43′ 50″ West along the East line of said Northwest quarter 473.72 feet to that line established by boundary agreement as recorded under Auditor's File # 9108090260 of Clark County records;

THENCE North 88° 16′ 04″ West along said boundary agreement line 981.21 feet;

THENCE South 01° 43′ 50″ West along said boundary agreement line 0.41 feet to the South line of the North half of Lot 3 of said Newton Addition;

THENCE North 88° 16′ 06″ West along said South line and the South lines of the North half of Lot 4 and the North half of Lot 5 of said Newton Addition 1119.46 feet to the centerline of NE 94th Ave;

THENCE North 02° 10′ 22″ East along said centerline 466.22 feet to the Southwest corner of said McAllister Donation Land Claim;

THENCE North 02° 09′ 58″ East along the West line of said McAllister Donation Land Claim 236.55 feet to the Southwest corner of that tract conveyed to Arvid E Koski by deed recorded under Auditor's File # G 18438 of Clark County records;

THENCE South 88° 29′ 04″ East along the South line of said Koski tract 90.00 feet to the Southeast corner thereof;

THENCE North 02° 09′ 58″ East along the East line of said Koski tract 80.01 feet to the Northeast corner thereof;

THENCE North 88° 29′ 04″ West along the North line of said Koski tract 90.00 feet to the West line of said McAllister Donation Land Claim;

EXHIBIT A

LAND SURVEYORS • ENGINEERS
[illegible] BROADWAY • VANCOUVER WASHINGTON 98660
[illegible] • FAX [illegible] • 503 289 9938

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THENCE North 02° 09' 58" East along said West line 60.00 feet to the South line of that tract conveyed to Felix F. Fleischer by deed recorded under Auditor's File # 8403160018 of Clark County records;

THENCE South 88° 29' 04" East along said South line 1157.05 feet to a fence line and the Boundary Line Agreement as recorded under Auditor's File # 9302170319 of Clark County records;

THENCE North 01° 43' 14" East along said fence and Boundary Line Agreement 376.53 feet to the North line of said Fleisher tract;

THENCE North 88° 29' 04" West along said North line 1154.13 feet to said West line of the McAllister Donation Land Claim;

THENCE North 02° 09' 58" East along said West line 205.37 feet to the North line of that tract conveyed to Lorry Leichner by deed recorded under Auditor's File # G 336779 of Clark County records;

THENCE South 88° 29' 04" East along said North line 122.00 feet to the most Southerly Southwest corner of that tract conveyed to Lorry Leichner by deed recorded under Auditor's File # G 730682 of Clark County records;

THENCE North 02° 09' 58" East along the West line of said Leichner tract 102.00 feet;

THENCE North 88° 29' 04" West along the South line of said Leichner tract 122.00 feet to said West line of said McAllister Donation Land Claim;

THENCE North 02° 09' 58" East along said West line 1023.14 feet to the Westerly extension of the South line of the Kuhnhausen parcel as described in Exhibit D of the Boundary Line Agreement as recorded under Auditor's File # 9108090261 of Clark County records;

THENCE South 87° 10' 13" East along said South line 390.06 feet;

THENCE South 87° 51' 35" East along said South line 756.61 feet to the East line of said Kuhnhausen parcel;

THENCE North 02° 21' 36" East along said East line 380.79 feet to the Northeast corner of said Kuhnhausen parcel;

THENCE North 87° 48' 39" West along the North line of said Kuhnhausen parcel 1147.93 feet to the West line of said McAllister Donation Land Claim;

THENCE North 02° 09' 58" East along said West line 169.75 feet, more or less, to the South line of that tract conveyed to B. Charles Dorsey by deed recorded under Auditor's File # 8704210088 of Clark County records;

THENCE South 88° 28' 27" East along said South line 464.03 feet to the East line of said Dorsey tract;

THENCE North 02° 09' 58" East along said East line 25.11 feet;

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THENCE North 02° 02' 17" East along said East line 162.90 feet to the South line of that tract conveyed to J.E. O'Flaherty by deed recorded in Book 72 at page 382 of Clark County records;

THENCE South 88° 28' 27" East along said South line 716.94 feet, more or less, to the East line of said O'Flaherty tract;

THENCE North 02° 04' 21" East along said East line 188.10 feet, more or less, to the North line of the South half of said McAllister Donation Land Claim;

THENCE South 88° 28' 27" East along said North line 1140.56 feet, more or less, to the East line of said McAllister Donation Land Claim;

THENCE South 02° 04' 21" West along said East line 673.42 feet;

THENCE South 02° 07' 55" West along said East line 1839.88 feet to the Northwest corner of the Napoleon McGilvery Donation land Claim;

THENCE South 01° 59' 43" West along said East line 492.82 feet to the POINT OF BEGINNING.

7/27/93

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Enclosure F

Figures

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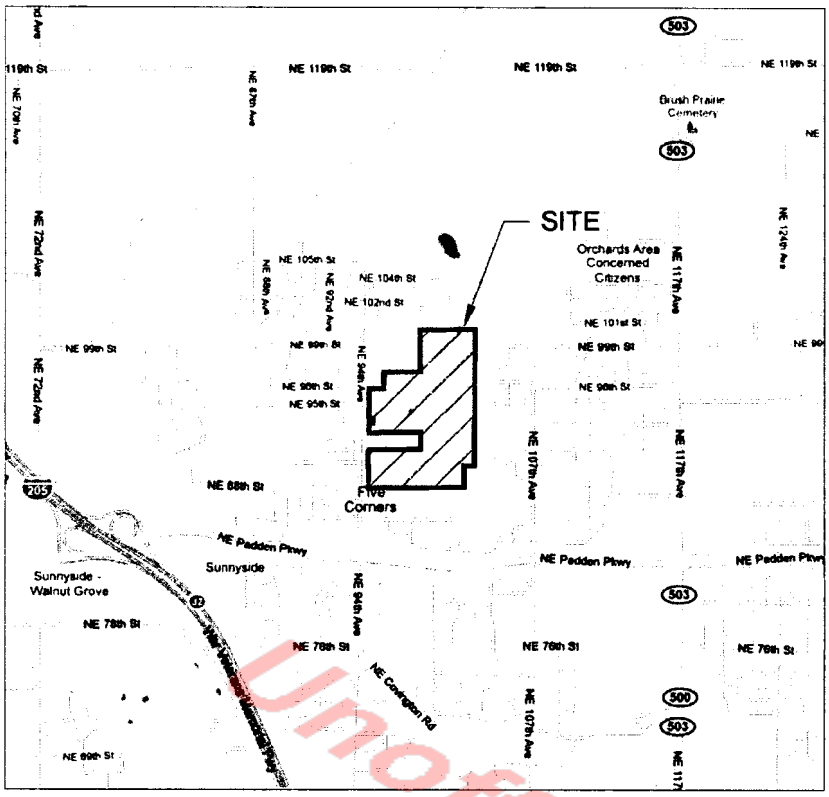

NOT TO SCALE

WASHINGTON

SOURCE: GOOGLE MAPS

SCS ENGINEERS Environmental Consultants and Contractors 15940 S.W. 72nd Avenue Portland, Oregon 97224 (503) 639-9201 FAX: (503) 684-6948	PROJECT NO 04224030.14	DES BY B.R.	SITE LOCATION MAP LEICHNER LANDFILL CLARK COUNTY, WASHINGTON	DATE FEBRUARY 2024
	SCALE AS SHOWN	DRN BY B.L		FIGURE 1-1
	CAD FILE FIGURE 1-1	APP'D L.C.		

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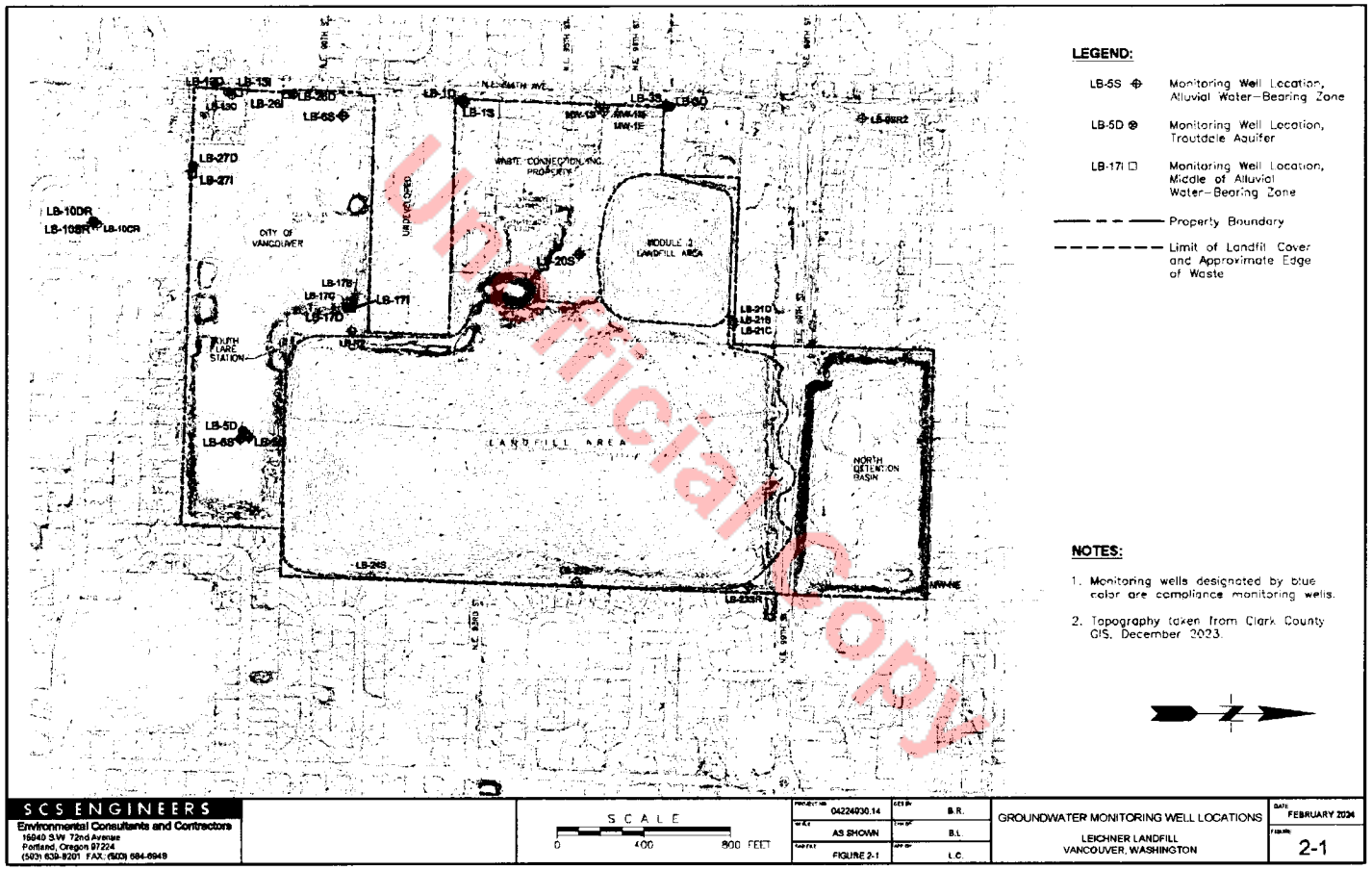

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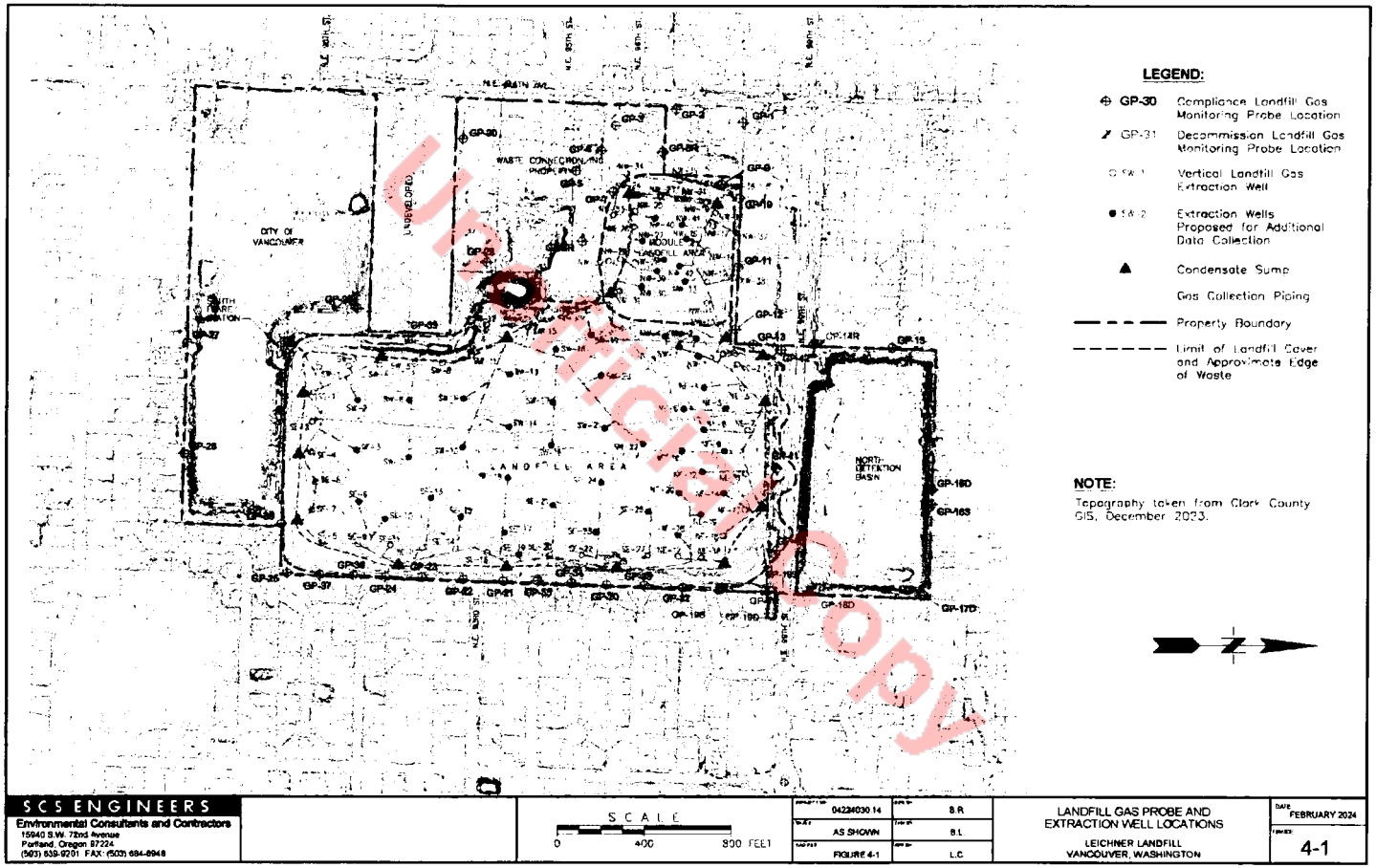
LEGEND:
GP-30 Compliance Landfill Gas Monitoring Probe Location
GP-31 Decommission Landfill Gas Monitoring Probe Location
Vertical Landfill Gas Extraction Well
Extraction Wells Proposed for Additional Data Collection
Condensate Sump
Gas Collection Piping
Property Boundary
Limit of Landfill Cover and Approximate Edge of Waste
NOTE:
Topography taken from Clark County GIS, December 2023.
LANDFILL AREA
NORTH DETENTION BASIN
CITY OF VANCOUVER
Unofficial Copy
SCS ENGINEERS
Environmental Consultants and Contractors
15940 S.W. 72nd Avenue
Portland, Oregon 97224
(503) 639-9201 FAX: (503) 684-8948
SCALE
0 400 800 FEET
04234030.14
AS SHOWN
FIGURE 4-1
B.R
B.L
L.C
LANDFILL GAS PROBE AND EXTRACTION WELL LOCATIONS
LEICHNER LANDFILL
VANCOUVER, WASHINGTON
DATE FEBRUARY 2024
4-1