

1 OCT 10 1995  
2 DEPARTMENT OF  
3 JUDICIAL ADMINISTRATION

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JUDICIAL ADMINISTRATION

5 KING COUNTY SUPERIOR COURT  
6 IN AND FOR THE STATE OF WASHINGTON

7 STATE OF WASHINGTON )  
8 DEPARTMENT OF ECOLOGY, )  
9 Plaintiff )  
10 v. )  
11 NEWCASTLE GOLF, L.L.C., a )  
12 limited liability company, )  
13 Defendant. )

**95-2-26414-0SEA**  
PROSPECTIVE PURCHASER  
CONSENT DECREE  
RE: NEWCASTLE LANDFILL

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1           5.     WHEREAS, Newcastle Golf is also negotiating with  
2 Pacific Land Investment Corp. to acquire approximately 65 acres  
3 adjoining the Primary Acreage (the "PLIC Acreage"), described in  
4 Attachment A3.

5           6.     WHEREAS, each of the agreements set forth in  
6 paragraph 4 and 5 are contingent upon final entry of this  
7 Consent Decree.

8           7.     WHEREAS, Newcastle Golf proposes to develop in phases,  
9 a golf course and club, a portion of which will be constructed  
10 over the closed Landfill.

11          8.     WHEREAS, the Primary Acreage, the CCDC Residential  
12 Acreage and the PLIC Acreage (hereafter collectively the  
13 "Property") are needed to construct 36 holes of golf.

14          9.     WHEREAS, in the absence of this Decree, at the time it  
15 acquires the Property, Newcastle Golf would incur potential  
16 liability to the State of Washington as an owner/operator due to  
17 releases or threatened releases of hazardous substances,  
18 pollutants or contaminants at or from the Property.

19          10.    WHEREAS, this Decree promotes the public interest by  
20 facilitating use of the Property for an important public  
21 purpose.

22          11.    WHEREAS, Newcastle Golf has offered to further certain  
23 Ecology goals as provided in this Decree, in exchange for a  
24 covenant not to sue and protection from contribution.

25          12.    WHEREAS, Newcastle Golf has certified that its plans  
26 for the Property are not likely to aggravate or contribute to

1 | contamination at the Property, or increase human health risks to  
2 | persons at or in the vicinity of the Property.

3 |       13. WHEREAS, this Decree will provide a substantial public  
4 | benefit by promoting reuse of a closed demolition waste landfill  
5 | by Newcastle Golf and creating recreational opportunities for  
6 | the public, including golf, nature walks, hiking and equestrian  
7 | trails, and will yield substantial resources for environmental  
8 | remediation.

9 |       14. WHEREAS, Newcastle Golf's development of the Property  
10 | is designed to reduce the production of leachate from the  
11 | Landfill and improve groundwater quality, and will lead to more  
12 | expeditious and effective remediation of any Hazardous  
13 | Substances released at or from the Landfill and will promote  
14 | protection of public health and the environment.

15 |       15. WHEREAS, the Court is fully advised of the reasons for  
16 | entry of this Decree, and good cause having been shown:

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

18 |                   **I. AUTHORITY, JURISDICTION AND VENUE**

19 |       16. This Court has authority to resolve the liability of  
20 | the parties to this Decree.

21 |       17. This Court has jurisdiction over the subject matter  
22 | and over the parties pursuant to the Model Toxics Control Act  
23 | ("MTCA"), Chapter 70.105D RCW. Venue is proper in King County  
24 | pursuant to RCW 70.105D.050(5)(b).

25 |       18. Authority for entry of this Decree is conferred by RCW  
26 | 70.105D.040(4) and 70.105D.040(5), which authorize the

1 Washington State Attorney General to agree to a settlement with  
2 a prospective purchaser of a contaminated facility if, after  
3 public notice and hearing, Ecology finds the proposed settlement  
4 would lead to a more expeditious cleanup of hazardous substances  
5 in compliance with cleanup standards adopted under RCW  
6 70.105D.030(2)(d). RCW 70.105D.040(4) and 70.105D.040(5)  
7 require that such a settlement be entered as a consent decree  
8 issued by a court of competent jurisdiction.

9         19. Ecology finds the proposed settlement would lead to a  
10 more expeditious cleanup of hazardous substances in compliance  
11 with cleanup standards adopted under RCW 70.105D.030(2)(d).

12         20. Ecology has listed the Landfill on the Washington  
13 Hazardous Sites list. Ecology has not made a determination that  
14 Newcastle Golf is a Potentially Liable Person ("PLP") for the  
15 Landfill and Newcastle Golf has certified that it is not  
16 currently liable under chapter 70.105D RCW. Were Newcastle Golf  
17 to acquire an interest in the Property, however, it would become  
18 a PLP under RCW 70.105D.040(1)(a). This Decree is entered prior  
19 to Newcastle Golf's acquisition of the Property to resolve its  
20 potential liability to the State of Washington for contamination  
21 associated with past activities on the 70 acres of the Primary  
22 Acreage known as the Landfill, and to facilitate a more  
23 comprehensive and expeditious cleanup at the Property than  
24 otherwise would occur.

25         21. By entering into this Decree, Newcastle Golf agrees  
26 not to challenge Ecology's jurisdiction in any proceeding to

1 enforce this Decree. Newcastle Golf consents to the issuance of  
2 this Decree and has agreed to perform all terms of the Decree,  
3 including remediation, monitoring and payment of oversight costs  
4 as specified in this Decree.

5 **II. DEFINITIONS**

6 22. Whenever terms listed below are used in this Decree or  
7 in the attachments hereto, the following definitions shall  
8 apply:

9 (a) "Decree" shall mean this Decree and all attachments  
10 hereto. In the event of a conflict between this Decree and any  
11 attachment, this Decree shall control.

12 (b) "Defendant(s)" shall mean Newcastle Golf. Qualified  
13 Successors in Interest and Assigns may become Defendants as  
14 provided in Section XI.

15 (c) "Hazardous Substance" shall have the meaning defined  
16 in the Comprehensive Environmental Response, Compensation, and  
17 Liability Act ("CERCLA") § 101(14), 42 U.S.C. § 9601(14) and  
18 MTCA, RCW 70.105D.020(6).

19 (d) "Landfill" shall be the portion of the Property  
20 consisting of the former seventy (70) acre Newcastle/Coal Creek  
21 Landfill. The Landfill is a "facility" as defined in RCW  
22 70.105D.020(3).

23 (e) "Paragraph" shall mean a portion of this Decree  
24 identified by an Arabic numeral.

25 (f) "Pollutants or Contaminants" shall have the meaning  
26 defined in CERCLA § 101(33), 42 U.S.C. § 9601(33).

1 (g) "The Property" is described in Section III and  
2 Attachments A1, A2 and A3 attached hereto and incorporated by  
3 reference.

4 (h) "Section" shall mean a portion of this Decree  
5 identified by a Roman numeral and including one or more  
6 Paragraphs.

7 (i) "Successors in Interest and Assigns" shall mean any  
8 person who acquires an interest in the Property through  
9 purchase, lease, transfer, assignment, or otherwise.

10 **III. DESCRIPTION OF PROPERTY AND PROPERTY CONDITIONS**

11 23. The Property consists of approximately 355 acres  
12 located in the City of Newcastle, in east central King County,  
13 approximately three miles south and two miles east of the  
14 intersection of Interstates 405 and 90, in Sections 26 and 27,  
15 Township 24 North, Range 5 East, W.M. The Property is bounded  
16 on the north by Newcastle-Coal Creek Road, on the south and west  
17 by land zoned R-4 that is partially platted and built out as a  
18 residential development, and on the east by Cougar Mountain  
19 Regional Wildland Park.

20 24. Several studies of environmental conditions at the  
21 Landfill have been conducted. Attachment F contains a listing  
22 of the studies supplied by Defendant to Ecology, on which  
23 Ecology has relied in reaching this Agreement. For the purpose  
24 of this Decree, only the fifteen documents listed in Attachment  
25 F were relied upon by Ecology. Other documents, whether  
26 contained in Ecology files, listed as references in the



1 documents listed on Attachment F, or otherwise existing were not  
2 relied upon by Ecology for the purposes of this Decree.

3 A brief description of the environmental conditions of the  
4 Landfill follows.

5 The Landfill consists of seventy (70) acres within the  
6 Property. It is underlain by a coal mine, including a complex  
7 system of tunnels. Demolition wastes were placed in the  
8 Landfill from the late 1960's through 1991. In the late 1960's,  
9 the Landfill reportedly accepted approximately two hundred  
10 drums, of which one hundred were found to contain waste liquids,  
11 including paint, vinyl, plastic residue, acetone, methyl ethyl  
12 ketone, mineral oil, paint thinner, vegetable oil and petroleum  
13 distillate. In addition, approximately 900 cubic yards of  
14 refinery sludge from Quendall Terminal in Renton was deposited  
15 at the Landfill. The Quendall Terminal processed coal tars from  
16 the Lake Union Seattle Gas Works.

17 There is the potential at the Property for groundwater  
18 contamination due to drainage of leachate from the Landfill  
19 through the subsurface or through old mine workings. There is  
20 also a potential for surface water contamination due to the  
21 Landfill. Finally, the potential exists for generation of  
22 methane gas from Landfill contents.

23 Groundwater from the Landfill daylights at the Richmond  
24 Tunnel. Water samples taken at the Richmond Tunnel have shown  
25 specific conductivity, iron, and manganese levels at or above  
26 state and federal secondary maximum contaminant levels ("SMCLs").

1           Runoff from the Property naturally drains into two separate  
2 watersheds -- Coal Creek and China Creek. There is a potential  
3 for leachate and/or surface water runoff to reach these two  
4 creeks. Among other contaminants, chlorinated compounds,  
5 including acetone, chlorobenzene, benzene, toluene, xylene, and  
6 ethyl benzene, have been detected in the leachate.

7           Landfill gases have been detected at various times from  
8 monitoring wells on the Landfill. During a gaseous emissions  
9 survey conducted in 1988 (see Attachment F, Item 1), low levels  
10 of chlorinated hydrocarbons were detected in areas associated  
11 with mine openings. The compounds detected were:  
12 trichlorofluoromethane, methylene chloride, 1,1,1-  
13 trichloroethane, tetrachloroethane, and chlorobenzene. Methane  
14 gas has also been detected in concentrations of between 5 and 10  
15 percent at mine entrances and on the Muldoon coal seam, at the  
16 western side of the Landfill. Mine shafts have all been sealed  
17 to prevent access.

18           The Landfill has been closed and is being monitored under a  
19 closure plan approved by the Seattle-King County Department of  
20 Public Health ("SKCDPH"). Monitoring will continue until 2014.  
21 Monitoring results to date do not indicate that further closure  
22 actions or active remediation are warranted at this time.  
23 Should monitoring indicate increases in quantity or quality of  
24 aforementioned releases or potential releases, or identification  
25 of additional releases that may have been ongoing but that were  
26 unidentified and unknown to Ecology and SKCDPH at the time of

1 entry of this Decree, Ecology and SKCDPH will confer to evaluate  
2 what, if any, additional actions are required.

3 **IV. DESCRIPTION OF PROPOSED PROJECT**

4 25. Newcastle Golf proposes to acquire the property for  
5 development of a golf course and club, to be called the Golf  
6 Club at Newcastle. The project will be built in phases. Only  
7 the first phase has been permitted for development. In the  
8 first phase, 18 holes will be developed for private play. In  
9 the proposed second phase, an additional 18 holes will be  
10 developed for public play, if Newcastle Golf acquires all of the  
11 land needed for the second 18 holes from CCDC and PLIC, and  
12 obtains all necessary development permits. Newcastle Golf will  
13 use best efforts to acquire the necessary lands and to obtain  
14 necessary permits for the additional 18 holes for public play.  
15 If, despite the exercise of best efforts, Newcastle Golf is  
16 unable to acquire all of the needed property or obtain all  
17 necessary development permits for the second 18-hole course, it  
18 will use its best efforts to acquire the necessary development  
19 permits for a 9-hole course on the Primary Acreage. If such  
20 permits are obtained, then Newcastle Golf will develop such a 9-  
21 hole course for public play.

22 26. The course will be designed to highlight the favorable  
23 terrain and views offered by the Property, while minimizing  
24 adverse environmental impacts. The plan will feature an  
25 arboretum of native flowering plants and trees. A plating of  
26 sand, a discontinuous impermeable geomembrane liner, and an

1 underdrain system will be built to minimize stormwater  
2 infiltration.

3 Additional planned public amenities include a clubhouse  
4 with a pro shop, restaurants, banquet facilities and meeting  
5 space, a driving range and practice facility and an 18-hole  
6 putting course complete with water features and sand bunkers.  
7 Public nature walks and a public equestrian trail will cross the  
8 Property to create access to Cougar Mountain Regional Wildland  
9 Park from adjacent properties.

10 27. The project is expected to create significant job  
11 growth and is expected to be a valuable economic development for  
12 the citizens of King County.

13 28. The provisions of this Decree shall not apply if  
14 Newcastle Golf has not initiated construction of the Remedial  
15 Action Plan required by Section V of this Decree within two (2)  
16 years and completed the Remedial Action Plan within four (4)  
17 years from the effective date of this Decree, unless extended  
18 pursuant to Section XXII.

19 **V. WORK TO BE PERFORMED**

20 29. This Decree contains a program designed to protect  
21 public health, welfare, and the environment from the known  
22 release of contamination at, on, or from the Landfill. The  
23 requirements of such program are described in Attachment B, the  
24 Remedial Action Plan.

25 30. Defendant will perform the Final Remedial Action Plan  
26 described in Attachment B.

1 31. Defendant agrees not to perform any remedial actions  
2 for the release of hazardous substances covered by this Decree,  
3 other than those required by this Decree, unless the parties  
4 agree to amend the Decree to cover these actions. All work  
5 conducted under this Decree shall be done in accordance with  
6 Chapter 173-340 WAC and the National Contingency Plan, 40 CFR  
7 Part 300, unless otherwise provided herein.

8 32. Newcastle Golf agrees to record the restrictive  
9 covenant in Attachment C with the Office of the King County  
10 Recorder within thirty (30) days of the effective date of this  
11 Decree, and shall provide Ecology with proof of such recording.

12 VI. ECOLOGY COSTS

13 33. Defendant agrees to pay all costs incurred by Ecology  
14 pursuant to this Decree except for costs paid pursuant to the  
15 prepayment agreement entered between Ecology and Newcastle Golf.  
16 The costs required to be paid under this Decree shall include  
17 work performed by Ecology or its contractors for, or on, the  
18 Landfill under Chapter 70.105D RCW, both before and after the  
19 issuance of this Decree, for investigations, remedial actions,  
20 and Decree preparation, negotiations, oversight and  
21 administration. Ecology costs shall include costs of direct  
22 activities and support costs of direct activities as defined in  
23 WAC 173-340-550(2).

24 34. Newcastle Golf agrees to pay the required amount  
25 within ninety (90) days of receiving from Ecology an itemized  
26 statement of costs that includes a summary of costs incurred, an

1 identification of involved staff, and the amount spent by  
2 involved staff members on the project. Ecology shall, upon  
3 request, provide Newcastle Golf a general statement of work  
4 performed. Ecology shall prepare itemized statements of its  
5 oversight costs quarterly. Failure to pay Ecology's costs  
6 within ninety (90) days of receipt of the itemized statement  
7 will result in interest charges at the rate of twelve (12)  
8 percent per annum.

9 35. In the event Newcastle Golf disputes expenditures or  
10 the adequacy of documentation for which reimbursement is sought,  
11 the parties agree to be bound by the dispute resolution process  
12 set forth in Section XII.

13 **VII. DESIGNATED PROJECT COORDINATORS**

14 36. The project coordinator for Ecology is:

15 David South  
16 Toxics Cleanup Program  
17 Department of Ecology  
18 Northwest Regional Office  
19 3190 160th Avenue S.E.  
20 Bellevue, Washington 98008-5452  
21 (206) 649-7200

19 The project coordinator for Newcastle Golf is:

20 Richard G. McMillen  
21 c/o Newcastle Golf, L.L.C.  
22 10838 Main Street  
23 Bellevue, Washington 98004  
24 (206) 545-2979

23 37. Each project coordinator shall be responsible for  
24 overseeing the implementation of this Decree. The Ecology  
25 project coordinator will be Ecology's designated representative  
26 at the Property. To the maximum extent possible, communications

1 between Ecology and Newcastle Golf and all documents, including  
2 reports, approvals, and other correspondence concerning the  
3 activities performed pursuant to the terms and conditions of  
4 this Decree, shall be directed through the project coordinators.  
5 The project coordinators may designate, in writing, working-  
6 level staff contacts for all or portions of the implementation  
7 of Section V of this Decree, including the Remedial Action Plan,  
8 incorporated in this Decree as Attachment B. The project  
9 coordinators may agree to minor modifications to the work to be  
10 performed without formal amendments to this Decree. Minor  
11 modifications will be documented in writing by Newcastle Golf  
12 and approved by Ecology.

13 38. Any party may change its respective project  
14 coordinator. Written notification shall be given to the other  
15 party at least ten (10) days prior to the change.

#### 16 VIII. PERFORMANCE

17 39. All work performed pursuant to this Decree shall be  
18 under the direction and supervision, as necessary, of a  
19 professional engineer or hydrogeologist, or equivalent, with  
20 experience and expertise in hazardous waste site investigation  
21 and remediation. Any construction work must be under the  
22 supervision of an professional engineer. Newcastle Golf shall  
23 notify Ecology in writing as to the identity of such engineer(s)  
24 or hydrogeologist(s), or others and of any contractors and  
25 subcontractors to be used in carrying out the terms of this  
26 Decree, in advance of their involvement at the Property.

1 IX. CERTIFICATIONS

2 40. Newcastle Golf certifies that, to the best of its  
3 knowledge and belief, it has fully and accurately disclosed to  
4 Ecology the information currently in its possession or control  
5 that relates to the environmental conditions at and in the  
6 vicinity of the Property, or to Newcastle Golf's right and title  
7 thereto.

8 41. Newcastle Golf and Qualified Successors in Interest  
9 and Assigns who become parties to this Decree pursuant to  
10 Section XI (hereafter "Defendant(s)") certify that they have not  
11 participated in the discharge of hazardous substances at the  
12 Property.

13 42. Newcastle Golf represents and certifies that it did  
14 not cause or contribute to a release or threat of release of  
15 Hazardous Substances from the Landfill and, to the best of its  
16 knowledge, currently is not potentially liable under RCW  
17 70.105D.040(1).

18 43. Defendant(s) represent and certify their belief that  
19 their redevelopment of the Property is not likely to contribute  
20 to the existing release or threatened release of Hazardous  
21 Substances from the Landfill, interfere with future remedial  
22 actions that may be needed at the Property, or increase health  
23 risks to persons at or in the vicinity of the Property.

24 44. If any certification provided by Defendant(s) pursuant  
25 to this Section is not true, the Covenant Not to Sue in Section  
26



1 XIV shall not be effective with respect to the Defendant(s), and  
2 Ecology reserves all rights it may have against Defendant(s).

3 X. PARTIES BOUND; CONVEYANCE OF PROPERTY

4 45. The restrictions, obligations and rights set forth in  
5 this Decree shall be binding upon the parties to this Decree.  
6 Qualified Successors in Interest and Assigns may become parties  
7 to this Decree by following the amendment procedures set forth  
8 in Section XI.

9 46. Defendant(s) shall ensure through contractual or other  
10 means that all Successors in Interest and Assigns comply with  
11 the provisions of this Decree.

12 47. Within thirty (30) days of the effective date of this  
13 Decree, Newcastle Golf shall record a memorandum of this Decree  
14 with the Recorder's Office, King County, Washington.

15 48. If proposed Successors in Interest and Assigns wish to  
16 become a party to this Decree, Newcastle Golf and the proposed  
17 transferee(s) shall notify Ecology and the Attorney General's  
18 Office of the proposed transfer, the name of the proposed  
19 transferee(s), and the proposed transferee(s)'s intended use for  
20 the Property. The notification required by this paragraph shall  
21 occur at least thirty (30) days before the date of any transfer  
22 of interest. Such notification shall be in the form of  
23 Attachment D to this Decree.

24 49. The Covenant Not to Sue shall not be effective with  
25 respect to any transferees who fail to execute the attached  
26 Agreement of Successors in Interest and Assigns, or a

1 substantially equivalent document, and follow the amendment  
2 procedure set forth in Section XI. Failure of the Defendant(s)  
3 or the proposed transferee to timely comply with this Section's  
4 notification requirements does not in any way alter the rights  
5 and obligations of such party as set forth in this Decree.

6 50. If proposed Successors in Interest and Assigns do not  
7 wish to become parties to this Decree, prior to transfer of any  
8 legal or equitable interest in all or any portion of the  
9 Property during the effective period for this Decree,  
10 Defendant(s) shall serve a copy of this Decree upon any  
11 prospective Successor in Interest or Assign; and, at least  
12 thirty (30) days prior to any transfer, Defendant(s) shall  
13 notify Ecology of said contemplated transfer.

14 **XI. AMENDMENT OF CONSENT DECREE;**  
15 **ADDING NEW PARTIES TO DECREE**

16 51. This Decree may only be amended by a written  
17 stipulation among the parties to this Decree that is thereafter  
18 entered and approved by order of the Court. Such amendment  
19 shall become effective upon entry by the Court, or upon a later  
20 date if such date is expressly stated in the parties' written  
21 stipulation or the Court so orders.

22 52. Amendments may cover any subject or be for any purpose  
23 agreed to by the parties to this Decree, including for the  
24 purpose of making proposed Successors in Interest and Assigns  
25 new parties to the Decree. If Ecology determines that the  
26 subject of an amendment requires public input, Ecology shall  
provide thirty (30) days public notice prior to seeking entry of

1 the amendment by the Court, except that Ecology agrees that an  
2 amendment to make proposed Successors in Interest and Assigns  
3 parties to this Decree does not by itself require public notice  
4 or comment.

5 53. Whenever the Defendant(s) contemplate conveyance of an  
6 interest in the Property, the proposed Successors in Interest  
7 and Assigns shall request that the Decree be amended as provided  
8 for in this paragraph. The amendment to the Decree shall be in  
9 the form of Attachment E, "Agreement of Successors in Interest  
10 and Assigns". Ecology may withhold consent to an amendment  
11 making proposed Successors in Interest and Assigns party to this  
12 Decree only if Newcastle Golf or its Successors in Interest and  
13 Assigns is in violation or will be in violation of a material  
14 term of the Decree. Provided, however, that Ecology shall not  
15 withhold consent to an amendment making proposed Successors in  
16 Interest and Assigns party to the Decree on the basis that their  
17 proposed use fails to provide a public benefit or expedite  
18 cleanup so long as the proposed use as a whole meets or is  
19 anticipated to meet those requirements.

20 **XII. DISPUTE RESOLUTION**

21 54. In the event a dispute arises as to an approval,  
22 disapproval, proposed modification, or other decision or action  
23 by Ecology's project coordinator, the parties shall use the  
24 dispute resolution procedure set forth below.

25 (1) Upon receipt of the Ecology project coordinator's  
26 written decision, Defendant(s) has fourteen (14) days within

1 | which to notify Ecology's project coordinator of any objection  
2 | to the decision.

3 |       (2) The parties' project coordinators shall then confer in  
4 | an effort to resolve the dispute. If the project coordinators  
5 | cannot resolve the dispute within fourteen (14) days, Ecology's  
6 | project coordinator shall issue a written decision.

7 |       (3) Defendant(s) may then request Ecology management  
8 | review of the decision. This request shall be submitted in  
9 | writing to the Toxics Cleanup Program Manager within seven (7)  
10 | days of receipt of Ecology's project coordinator's written  
11 | decision.

12 |       (4) Ecology's Toxics Cleanup Program Manager shall conduct  
13 | a review of the dispute and shall issue a written decision  
14 | regarding the dispute within thirty (30) days of the  
15 | Defendant(s)'s request for review. The Toxics Cleanup Program  
16 | Manager's decision shall be Ecology's final decision on the  
17 | disputed matter.

18 |       55. If Ecology's final written decision is unacceptable to  
19 | Defendant(s), Defendant(s) has the right to submit the dispute  
20 | to the Court for resolution. The parties agree that one judge  
21 | should retain jurisdiction over this case and shall, as  
22 | necessary, resolve any dispute arising under this Decree. In  
23 | the event Defendant(s) presents an issue to the Court for  
24 | review, the Court shall review the action or decision of Ecology  
25 | under an arbitrary and capricious standard of review.

26 |

1 56. The parties may agree to substitute an Alternative  
2 Dispute Resolution (ADR) process, such as mediation, for the  
3 formal dispute resolution process set forth in this section.

4 57. The parties agree to use the dispute resolution  
5 process in good faith and agree to expedite, to the extent  
6 possible, the dispute resolution process whenever it is used.  
7 When either party uses the dispute resolution process in bad  
8 faith or for purposes of delay, the other party may seek  
9 sanctions.

10 58. The implementation of these dispute resolution  
11 procedures shall not provide a basis for delay of any activities  
12 required in this Decree, unless Ecology agrees in writing to a  
13 schedule extension or the Court so orders.

14 **XIII. CONTRIBUTION PROTECTION**

15 59. With regard to claims for contribution against  
16 Defendant(s) for matters addressed in this Decree, Ecology  
17 agrees that Defendant(s) is entitled to such protection from  
18 contribution actions or claims as is provided by MTCA, RCW  
19 70.105D.040(4)(d) or as otherwise provided by law.

20 **XIV. COVENANT NOT TO SUE; REOPENERS**

21 60. In consideration of Defendant(s)'s compliance with the  
22 terms and conditions of this Decree, Ecology covenants not to  
23 sue Defendant or Successors in Interest and Assigns, under MTCA  
24 or any other state or federal law pursuant to which Ecology  
25 could now assert a claim, for releases or threatened releases of  
26

1 Hazardous Substances, Pollutants or Contaminants from the  
2 Landfill.

3 61. This covenant is strictly limited in its application  
4 to the Landfill as defined in Section II(d), and to releases or  
5 threatened releases stemming from conditions currently known to  
6 exist thereon, as specified in one or more of the reports or  
7 studies listed in Attachment F.

8 62. Reopeners: In the following circumstances Ecology may  
9 exercise its full legal authority to address releases of  
10 Hazardous Substances, Pollutants, or Contaminants at the  
11 Property, notwithstanding the Covenant Not to Sue set forth  
12 above:

13 (1) In the event Defendant(s) fails to comply with the  
14 terms and conditions of this Decree, including all attachments,  
15 and, after written notice of noncompliance, fails to come into  
16 compliance;

17 (2) In the event of any releases or threatened releases of  
18 Hazardous Substances, Pollutants, or Contaminants not  
19 originating at, on, or from the Landfill as defined in Section  
20 II(d) of this Decree.

21 (3) In the event factors not known at the time of entry of  
22 this Agreement are discovered and present a previously unknown  
23 threat to human health or the environment. In such event,  
24 Ecology shall apply to the Court to amend this Decree to address  
25 the previously unknown threat.

26

1           63. Applicability: The Covenant Not to Sue set forth  
2 above shall have no applicability whatsoever to:  
3           (1) Criminal liability;  
4           (2) Liability for any releases or threatened releases of  
5 Hazardous Substances, Pollutants or Contaminants caused or  
6 contributed to by Defendant(s);  
7           (3) Any Ecology action against potentially liable parties  
8 not a party to this Decree; or  
9           (4) Liability for damages for injury to, destruction of, or  
10 loss of natural resources.

11           64. All of Defendant(s)'s rights, benefits, and  
12 obligations under this Decree and Covenant Not to Sue may be  
13 assigned or transferred, and shall run to any person who  
14 acquires an interest in the Property and becomes a party to this  
15 Decree pursuant to the procedures set forth in Section XI of  
16 this Decree. Such rights, benefits, obligations and the  
17 Covenant Not to Sue shall not take effect until this Decree is  
18 amended pursuant to Section XI.

19           65. Ecology retains all of its legal and equitable rights  
20 against all persons, except as otherwise provided in this  
21 Decree. The legal and equitable rights retained by Ecology  
22 include, but are not limited to, the right to compel any person,  
23 other than Defendant(s), to take remedial actions for the  
24 release of hazardous substances at the Property, and to seek  
25 reimbursement against such persons for costs incurred by Ecology  
26 as a result of such contamination.





1 Ecology and allow access for review. All archived records shall  
2 be made available to Ecology within a reasonable period of time.

3 **XVIII. PROPERTY ACCESS**

4 70. Ecology may enter onto the Property pursuant to its  
5 statutory and regulatory authority. Consistent with Ecology's  
6 responsibilities under state and federal law, Ecology, and any  
7 persons acting for it, shall use reasonable effort to minimize  
8 any interference and use reasonable effort not to interfere with  
9 the operations of Defendant(s) by any such entry. In the event  
10 Ecology enters the Property for reasons other than emergency  
11 response, Ecology agrees that it shall provide reasonable  
12 advance notice to Defendant(s) of any planned entry, as well as  
13 schedules and locations of activity on the Property. Ecology  
14 further agrees to accommodate reasonable requests that it might  
15 modify its scheduled entry or activities at the Property.

16 71. Notwithstanding any provision of this Decree, Ecology  
17 retains all of its access authorities and access rights,  
18 including enforcement authorities related thereto, under MTCA  
19 and any other applicable state statute or regulations.

20 **XIX. COMPLIANCE WITH APPLICABLE LAWS**

21 72. All actions carried out by Defendant(s) pursuant to  
22 this Decree shall be done in accordance with all applicable  
23 federal, state, and local requirements, including requirements  
24 to obtain necessary permits. In the event Ecology determines or  
25 Defendant(s) becomes aware that additional permits beyond those  
26 already obtained prior to entry of this Decree would, but for

1 the provisions of RCW 70.105D.090(1), be required to carry out  
2 the Remedial Action Plan, Defendant(s) will be required to  
3 consult with the appropriate state or local jurisdictions  
4 concerning the substantive requirements those agencies believe  
5 are applicable to the remedial actions, prior to conducting the  
6 remedial actions. Ecology shall then determine whether  
7 additional substantive requirements are applicable to the  
8 remedial action, and if so, how Defendant(s) must meet those  
9 requirements. Substantive requirements will be incorporated  
10 into an amendment to this Decree.

11 **XX. SAMPLING, DATA REPORTING, AND AVAILABILITY**

12 73. With respect to the implementation of this Decree,  
13 Defendant(s) shall make the results of all sampling, laboratory  
14 reports, and/or test results generated by it, or on its behalf,  
15 available to Ecology in hard copy and, upon request, on  
16 electronic disk. Data submitted on disk shall be in a format  
17 acceptable to Ecology for importation into databases and/or  
18 spreadsheet software commonly available.

19 74. If requested by Ecology, Newcastle Golf shall allow  
20 split or duplicate samples to be taken by Ecology and/or its  
21 authorized representatives of any samples collected by  
22 Defendant(s) pursuant to the implementation of this Decree.  
23 Defendant(s) shall notify Ecology seven (7) days in advance of  
24 any sample collection or work activity at the Property. Ecology  
25 shall, upon request, allow split or duplicate samples to be  
26 taken by Defendant(s) or its authorized representatives of any

1 samples collected by Ecology pursuant to the implementation of  
2 this Decree provided it does not interfere with the Department's  
3 sampling. Ecology shall endeavor to notify Defendant(s) prior  
4 to any sample collection activity.

5 **XXI. PROGRESS REPORTS**

6 75. Newcastle Golf shall submit to Ecology written monthly  
7 progress reports beginning thirty (30) days prior to initiation  
8 of construction of the golf course and continuing until  
9 completion of the Remedial Action Plan. After that time,  
10 progress reports shall be submitted quarterly, or at other  
11 intervals as approved by Ecology. The progress reports shall  
12 describe the actions taken during the reporting period to  
13 implement the requirements of this Decree. The progress report  
14 shall include the following:

15 (1) A list of on-site activities that have taken place  
16 during the reporting period;

17 (2) Detailed description of any deviations from required  
18 tasks not otherwise documented in project plans or amendment  
19 requests;

20 (3) Description of all deviations from the schedule during  
21 the current reporting period and any planned deviations in the  
22 upcoming reporting period;

23 (4) For any deviations in schedule, a plan for recovering  
24 lost time and maintaining compliance with the schedule;

25 (5) All raw data (including laboratory analysis) received  
26 by Defendant(s) during the past reporting period and an

1 identification of the source of the sample. Raw data shall be  
2 submitted in hard copy and, upon request, on electronic disk.  
3 Data submitted on disk shall be in a format acceptable to  
4 Ecology for importation into databases and/or spreadsheet  
5 software commonly available;

6 (6) A list of deliverables for the upcoming reporting  
7 period if different from the schedule.

8 76. All progress reports shall be submitted by the tenth  
9 day of the month in which they are due after the effective date  
10 of this Decree.

11 **XXII. EXTENSION OF SCHEDULE**

12 77. An extension of schedule shall be granted only when a  
13 request for an extension is submitted in a timely fashion,  
14 generally at least thirty (30) days prior to expiration of the  
15 deadline for which the extension is requested, and good cause  
16 exists for granting the extension. All extensions shall be  
17 requested in writing. The request shall specify the reason(s)  
18 the extension is needed.

19 78. An extension shall be granted only for such period of  
20 time as Ecology determines is reasonable under the  
21 circumstances. A requested extension shall not be effective  
22 until approved by Ecology or the Court. Ecology shall act upon  
23 any written request for extension in a timely fashion. It shall  
24 not be necessary to formally amend this Decree pursuant to  
25 Section XI when a schedule extension is granted.  
26

1           79. The burden shall fall on Defendant(s) to demonstrate  
2 to the satisfaction of Ecology that the request for such an  
3 extension has been submitted in a timely fashion and that good  
4 cause exists for granting the extension. Good cause includes,  
5 but is not limited to, the following:

6           (1) Circumstances beyond the reasonable control and  
7 despite the due diligence of Defendant(s) including delays  
8 caused by unrelated third parties or Ecology, such as (but not  
9 limited to) delays by Ecology in reviewing, approving, or  
10 modifying documents submitted by Defendant(s); or

11           (2) Acts of God, including fire, flood, blizzard, extreme  
12 temperatures, storm, or other unavoidable casualty; or

13           (3) Endangerment as described in Section XXIII.

14           Ecology may extend the schedule for a period not to exceed  
15 ninety (90) days, except where an extension is needed as a  
16 result of:

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

19           (2) Other circumstances deemed exceptional or  
20 extraordinary by Ecology.

21           However, neither increased costs of performance of the  
22 terms of the Decree nor changed economic circumstances shall be  
23 considered circumstances beyond the reasonable control of  
24 Defendant(s).

25           Ecology shall give Defendant(s) written notification in a  
26 timely fashion of any extensions granted pursuant to this Decree



1 may order Newcastle Golf to resume implementation of this  
2 Decree. If Ecology concurs with the work stoppage,  
3 Defendant(s)'s obligations shall be suspended and the time  
4 period for performance of that work, as well as the time period  
5 for any other work dependent on the work which was stopped,  
6 shall be extended, pursuant to Section XXII of this Decree, for  
7 such period of time as Ecology determines is reasonable under  
8 the circumstances. Any disagreements pursuant to this Section  
9 shall be resolved through the dispute resolution procedures in  
10 Section XII.

11 **XXIV. CERTIFICATION OF COMPLETION AND DELISTING**

12 82. Upon completion of the Remedial Action Plan, Ecology  
13 shall issue a Certificate of Completion. Unless Ecology becomes  
14 aware of circumstances at the Property that present a previously  
15 unknown threat to human health or the environment, Ecology shall  
16 within thirty (30) days of issuance of the Certificate of  
17 Completion propose to remove the Landfill from the Hazard  
18 Ranking List, pursuant to WAC 173-340-330(4).

19 **XXV. INDEMNIFICATION AND HOLD HARMLESS**

20 83. To the extent allowed by law, Defendant(s) agrees to  
21 defend, hold harmless and indemnify the State of Washington, its  
22 employees, and agents from any and all claims or causes of  
23 action for death or injuries to persons or for loss or damage to  
24 property arising from or on account of acts or omissions of  
25 Defendant(s), its officers, employees, agents, or contractors in  
26 entering into and implementing this Decree. If barred from

1 assuming the State's defense of any claim brought under this  
2 Section, Defendant(s) nevertheless shall have the opportunity to  
3 participate and/or cooperate in Ecology's defense to the maximum  
4 extent allowable by law. However, Defendant(s) shall not  
5 indemnify the State of Washington nor save nor hold its  
6 employees and agents harmless from any claims or causes of  
7 action arising out of the negligent acts or omissions of the  
8 State of Washington, or the employees or agents of the State, in  
9 implementing the activities pursuant to this Decree.

10 **XXVI. CLAIMS AGAINST THE STATE**

11 Defendant(s) hereby agrees that it will not seek to recover  
12 any costs accrued in implementing the remedial action required  
13 by this Decree from the State of Washington or any of its  
14 agencies; and further, that the Defendant(s) will make no claim  
15 against the State Toxics Control Account or any Local Toxics  
16 Control Account for any costs incurred in implementing this  
17 Decree. Except as provided above, however, Defendant(s)  
18 expressly reserves its right to seek to recover any costs  
19 incurred in implementing this Decree from any other potentially  
20 liable person.

21 **XXVII. PUBLIC PARTICIPATION**

22 84. Ecology shall maintain the responsibility for public  
23 participation at the Property. However, Defendant(s) shall  
24 cooperate with Ecology and, if agreed to by Ecology, shall:

25 (1) Prepare drafts of public notices and fact sheets at  
26 important stages of the remedial action, such as the submission



1 of engineering design reports. Ecology will finalize (including  
2 editing if necessary) and distribute such fact sheets and  
3 prepare and distribute public notices of Ecology's presentations  
4 and meetings;

5 (2) Notify Ecology's project coordinator prior to the  
6 preparation of all press releases and fact sheets, and before  
7 major meetings with the interested public and local governments.  
8 Likewise, Ecology shall notify Defendant(s) prior to the  
9 issuance of all press releases and fact sheets, and before major  
10 meetings with the interested public and local governments;

11 (3) Participate in public presentations on the progress of  
12 the remedial action at the Property. Participation may be  
13 through attendance at public meetings to assist in answering  
14 questions, or as a presenter;

15 (4) In cooperation with Ecology, arrange and/or continue  
16 information repositories to be located at Ecology's Northwest  
17 Regional Office at 3190 160th Avenue S.E., Washington 98008-  
18 5452, and an appropriate public library near the Property, as  
19 identified by Ecology. Copies of all public notices, fact  
20 sheets, and documents on which public comment is sought shall be  
21 placed in the repositories, along with other supporting  
22 documents or appropriate information as specified by Ecology.  
23 The complete file will be maintained for public review at  
24 Ecology's Northwest Regional Office.

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XXX. EFFECTIVE DATE

88. The effective date of this Decree is the date it is entered by the Court. So ordered this 10<sup>th</sup> day of October, 1995.

DONALD E. ELLIOTT

Judge  
King County Superior Court

The undersigned parties enter into this Prospective Purchaser Consent Decree on the date specified below.

NEWCASTLE GOLF, L.L.C.

By: [Signature], as President of DM Development, Inc.,  
managing member of  
Date: 7/26/95 Newcastle Golf L.L.C.

DEPARTMENT OF ECOLOGY

By: Mary E. Burg  
Date: 9.28.95

ATTORNEY GENERAL'S OFFICE

By: Tanya Barnett  
Date: 10.5.95

ATTACHMENT A1

LEGAL DESCRIPTION OF PRIMARY ACREAGE

The subject site is a 269 acre parcel located in Newcastle, Washington, in East Central King County, approximately three miles South and two miles East of the intersection of Interstates 405 and 90, in Sections 26 and 27, Township 24 North, Range 5 East, W.M. The Property is bounded on the North by Newcastle Coal Creek Road; on the South and West by land zoned R-4 that is partially platted and built out as a residential development, and on the East by King County Cougar Mountain Regional Wildlife Park.

Legal Description:

Parcel A:

That portion of Sections 26 and 27, Township 24 North, Range 5 East, Willamette Meridian, in King County, Washington, being more particularly described as follows:

Beginning at the quarter corner common to Sections 26 and 27;

Thence North 01°06'54" East along the East line of said Section 27, a distance of 26.52 feet;

Thence North 88°32'13" West 2668.18 feet to a point on the North/South Center of Section line for said Section 27;

Thence North 01°20'47" East along said line, 803.18 feet to a point on the Southerly margin of Newcastle-Coal Creek Road;

Thence along said margin North 88°14'53" East 863.74 feet to the beginning of a curve, concave to the South, having a radius of 686.20 feet;

Thence along the arc of said curve and margin, passing through a central angle of 16°30'00" a distance of 197.61 feet;

Thence continuing along said margin South 75°15'07" East 1275.06 feet to the beginning of a curve, concave to the South, having a radius of 1402.40 feet;

Thence along the arc of said curve and margin, passing through a central angle of 10°44'00" a distance of 262.71 feet;

Thence continuing along said margin South 64°31'07" East 218.18 feet to the beginning of a curve, concave to the Northeast, having a radius of 1462.40 feet;

1 Thence along the arc of said curve and margin, passing through a central angle of 14°11'00" a  
2 distance of 362.01 feet;  
3 Thence continuing along said margin South 78°42'07" East 852.27 feet to the beginning of a  
4 curve, concave to the Southwest, having a radius of 1115.92 feet;  
5 Thence along the arc of said curve and margin, passing through a central angle of 22°39'00" a  
6 distance of 441.14 feet;  
7 Thence continuing along said margin South 56°03'07" East 328.71 feet;  
8 Thence continuing along said margin and the Southerly margin of the J.J. Jones Road South  
9 53°12'04" East 540.51 feet to the beginning of a curve, concave to the Southwest, having a radius  
10 of 256.48 feet;  
11 Thence along the arc of said curve and margins, passing through a central angle of 20°50'58" a  
12 distance of 93.33 feet;  
13 Thence continuing along said margin South 32°21'04" East 312.68 feet to a point on the  
14 North/South center of Section line for said Section 26;  
15 Thence along said line South 01°04'35" West 155.20 feet;  
16 Thence North 88°46'45" West 1313.74 feet;  
17 Thence North 01°12'59" East 331.74 feet;  
18 Thence North 88°46'29" West 1312.91 feet to the West line of said Section 26;  
19 Thence along said line North 01°21'25" East 663.65 feet to the point of beginning.

20

21 Parcel B:

22 That portion of Section 27, Township 24 North, Range 5 East, Willamette Meridian, in King  
23 County, Washington, more particularly described as follows:  
24 Beginning at the East quarter corner of said Section 27;  
25 Thence South 01°21'25" West along the East line of the Southeast quarter of said Section 995.49  
26 feet;  
27 Thence North 88°29'11" West 333.52 feet;  
28 Thence South 01°21'20" West 574.96 feet;

1 Thence North  $88^{\circ}28'17''$  West 1779.11 feet;  
2 Thence North  $72^{\circ}31'45''$  West 178.15 feet;  
3 Thence North  $21^{\circ}00'00''$  East 220.00 feet;  
4 Thence North  $30^{\circ}00'00''$  East 500.00 feet;  
5 Thence North  $21^{\circ}00'00''$  West 540.00 feet;  
6 Thence North  $33^{\circ}10'41''$  West 311.14 feet;  
7 Thence North  $80^{\circ}00'00''$  West 320 feet to the North-South center of Section line;  
8 Thence along said center of Section line, North  $01^{\circ}20'47''$  East 96.49 feet;  
9 Thence South  $88^{\circ}32'13''$  East 2668.19 feet to the East line of the Northeast quarter of said Section;  
10 Thence along said East line, South  $01^{\circ}06'54''$  West 26.52 feet to the point of beginning.

11

12 Parcel C:

13 That portion of Sections 26 and 27, Township 24 North, Range 5 East, Willamette Meridian, in  
14 King County, Washington, more particularly described as follows:

15 Commencing at the East quarter corner of said Section 27;

16 Thence South  $01^{\circ}21'25''$  West along the East line thereof a distance of 663.66 feet to the true point  
17 of beginning;

18 Thence South  $88^{\circ}46'29''$  East a distance of 1312.91 feet;

19 Thence South  $01^{\circ}12'59''$  West a distance of 331.74 feet;

20 Thence South  $88^{\circ}46'44''$  East a distance of 1313.74 feet;

21 Thence South  $01^{\circ}04'35''$  West a distance of 994.96 feet;

22 Thence North  $88^{\circ}47'25''$  West a distance of 1974.25 feet;

23 Thence North  $01^{\circ}17'12''$  East a distance of 331.79 feet;

24 Thence North  $88^{\circ}47'13''$  West a distance of 657.68 feet;

25 Thence North  $88^{\circ}27'33''$  West a distance of 333.51 feet;

26 Thence North  $01^{\circ}21'19''$  East a distance of 63.49 feet;

27 Thence South  $88^{\circ}29'11''$  East a distance of 333.53 feet;

28 Thence North  $01^{\circ}21'25''$  East a distance of 331.83 feet to the true point of beginning.

1 Parcel D:  
2 Tracts F and Q, Meadow View Park, according to the Plat thereof, recorded in Volume 150 of  
3 Plats, pages 27 through 36, inclusive, in King County, Washington.

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ATTACHMENT A2

LEGAL DESCRIPTION OF CCDC RESIDENTIAL ACREAGE

Those portions of the following described real property used for golf fairways including but not limited to tees, greens, roughs and pathways to and from contiguous fairways:

Legal Description:

Parcel E:

The land referred to in this commitment is located in the County of King, State of Washington, and described as follows:

That portion of the Northwest quarter of Section 35, Township 24 North, range 5 East, W.M., in King County, Washington, more particularly described as follows:

Beginning at the North quarter corner of said Section 35;

Thence North 88°47'53" West along the North line of said Section 810.66 feet to the Northeast corner of a tract of land conveyed by deed recorded under recording No. 8105120275;

Thence South 01°53'20" West parallel with the North-South quarter line of said Section A distance of 1,310.01 feet to the South line of the North half of the Northwest quarter of said Section

Thence along said South line, South 88°37'20" East 810.63 feet to the North-South center of Section line;

Thence along said center of Section line North 01°53'20" East 1312.50 feet to said North quarter corner and point of beginning;

Together with that portion of the Southeast quarter of Section 26 and the Northeast quarter of Section 35, all in Township 24 North, range 5 East, W.M., in King County, Washington, being more particularly described as follows:

Beginning at the Southwest corner of said Southeast quarter;

Thence North 01°04'35" East along the West line of said quarter 663.29 feet to the South line of the West half of the Northwest quarter of the Southwest quarter of said Southeast quarter;

Thence South 88°49'02" East along said South line 329.33 feet;

Thence continuing South 88°49'02" East 350.00 feet;



1 Thence South 18°00'40" East 702.05 feet to the South line of said Southwest quarter;  
2 Thence continuing South 18°00'40" East 745.50 feet;  
3 Thence South 33°50'50" West 703.56 feet;  
4 Thence North 90°00'00" West 790.62 feet to the West line of the aforementioned Northeast  
5 quarter of said Section 35;  
6 Thence along said West line North 01°53'20" East 1,312.50 feet to the point of beginning.

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**ATTACHMENT A3**

**LEGAL DESCRIPTION OF PLIC ACREAGE**

Tracts N, L, E and those portions of tract G used for golf fairways, of Meadow View Park, according to the Plat recorded in Volume 150 of Plats, Pages 27 through 36, inclusive, in King County, Washington.

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## **The Golf Club at Newcastle Remedial Action Plan**

May 17, 1995

Newcastle Golf L.L.C. plans to purchase property (the "Property") for development of a 36-hole golf course, a driving range, a clubhouse and restaurant complex. Hiking and equestrian trails are proposed to cross the Property to inter-connect with the Cougar Mountain Wildlife area trail system. Included in the Property are approximately 70 acres on which the closed Newcastle/Coal Creek Demolition Debris Landfill (the "Closed Landfill") is located.

The portion of the proposed golf course development project that will be constructed on the Closed Landfill will reduce the potential for environmental problems associated with the Closed Landfill. The golf course project brings substantial new resources to expedite clean-up of the Closed Landfill and will provide substantial public benefit due to recreational opportunities and environmental enhancement. A general description of existing conditions and methods to be used in the golf course development that will reduce the potential for environmental problems are presented in this document.

The landfill is currently listed on the Washington Hazardous Sites List with a hazard ranking of 5 (lowest rank). As a consequence, prior to finalizing its purchase of the Property, Newcastle Golf L.L.C. wishes to enter into a Prospective Purchaser Agreement (the "Agreement") covering the Property with the Washington Department of Ecology ("Ecology"). This report provides details regarding the proposed remediation following WAC 173-340-360.

A major goal of the remedial action plan is to construct parts of a golf course on top of the Newcastle Demolition Debris Landfill to reduce leachate generation rates. The following design criteria and operational standards apply to that portion of the golf course constructed on the demolition waste landfill.

Construction of this Remedial Action Plan will proceed within two years of finalization of the Prospective Purchaser Agreement and Consent Decree, contingent upon the closure of escrow, availability of other permits and seasonal limitations. Construction is estimated to be completed within an additional two years.

### **I. Design Criteria for Golf Course Construction on the Landfill**

#### **A. Grading**

The landfill is presently capped according to a closure plan prepared by Coal Creek Development Company. The closure is in accord with applicable Federal, State and

County requirements, and includes a soil cap that is thick enough to be recontoured. Soil may be added or removed from the landfill area for the golf course construction, provided that the closure is properly maintained with at least 1 foot of soil in accord with WAC 173-304-461. Test pits will be used during golf course construction to verify that a minimum of 1 foot of cover is provided. Proposed recontouring, as described below, will be in accordance with the existing grading permit and will be done to help reduce leachate generation and add interest for golf play.

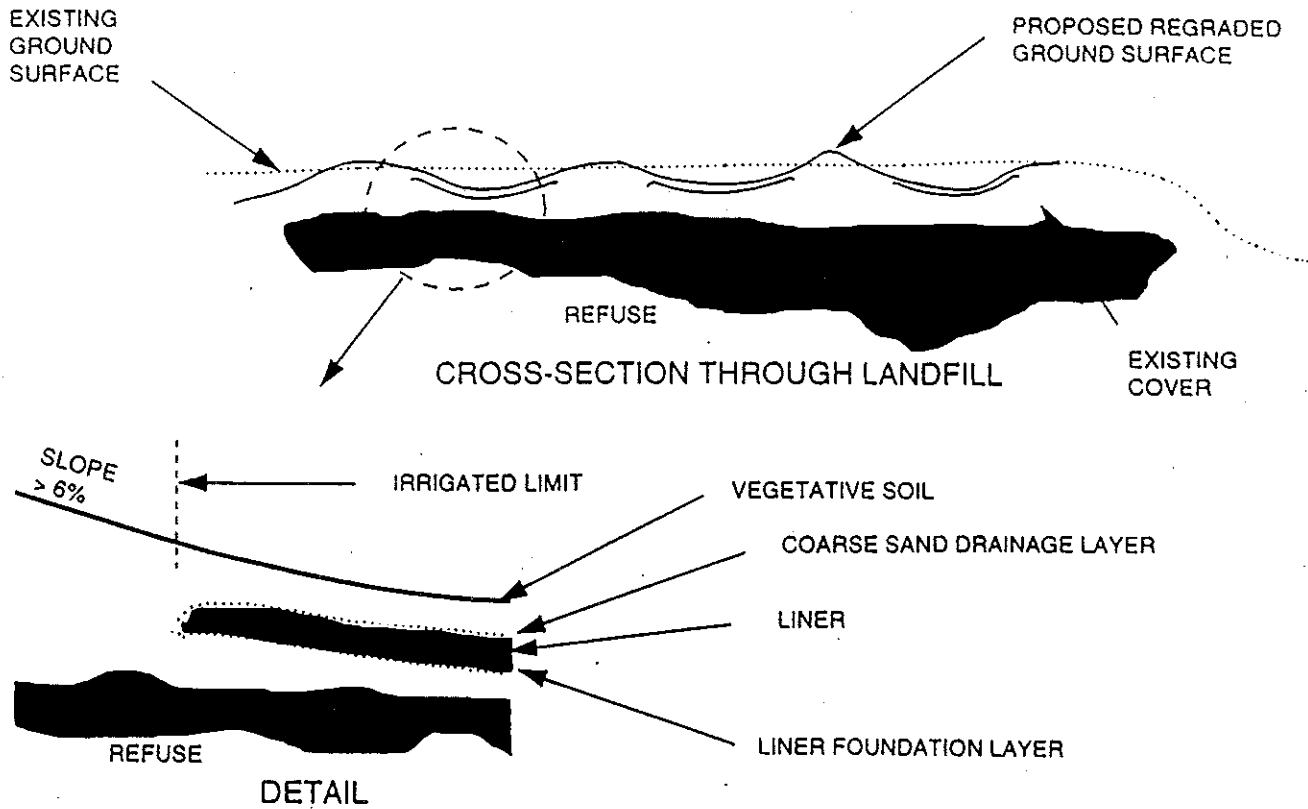
Approximately 40 of the 70 acres on top of the Closed Landfill are relatively flat. This results in minimal surface water runoff from the 40 acre area which in turn allows infiltration of precipitation into the fill and results in leachate generation. The Project will include several fairways, greens and tees, separated by recontoured steeper slopes between the fairways (Figure 1). The steeper slopes will promote runoff and reduce infiltration of water into the fill. Runoff will drain towards the flatter fairways, greens and tees. Areas with slopes less than 6 percent will be lined with synthetic liner, and a minimum of 16 acres will have engineered subsurface drainage control systems to intercept and convey surface runoff to storage ponds and reservoirs. The net effect will be reduction of leachate generation by enhancing surface water runoff with increased slopes and the use of impervious liners.

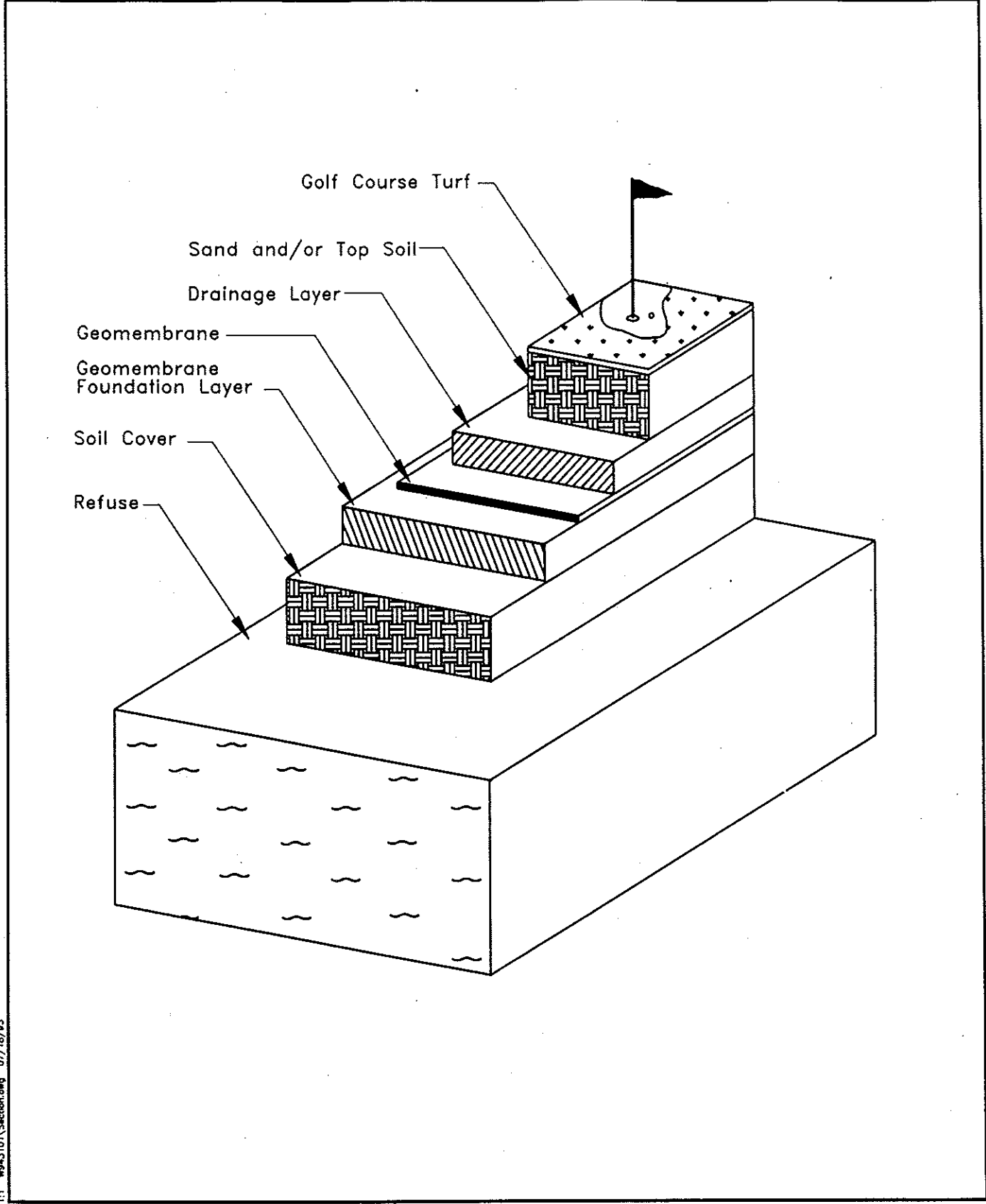
Differential settlement will not pose a threat to the golf project because additional heavy loads including enclosed structures will not be placed on the landfill. Minor settlement is anticipated but is not perceived to pose any environmental threat. The golf course features proposed for the landfill area such as the greens, cart paths and irrigation system, will be designed to withstand some settlement.

### **B. Lined Area Requirements**

Irrigated areas will have a flexible membrane liner located beneath the topsoil to prevent water infiltration into the landfill, or will be sloped with 6% slope or steeper to enhance runoff and minimize infiltration. The liner system (Figure 2) will include a 30 mil PVC geomembrane or equivalent, overlain by a 1 foot thick coarse sand drainage layer with perforated drain pipes sized to convey the 25 year- 24 hour rain event, and topped with vegetative soil and turf grass. The perforated drain pipes are typically constructed in a herringbone configuration and lead to a centrally located, solid pipe at the edge of the drainage area that discharges to the stormwater system beyond the edge of the landfill. This liner system exceeds the final cover closure requirement of 1 foot of soil according to WAC 173-304-461(6). The quality of water collected beneath golf courses is generally very good and is not anticipated to exceed groundwater or surface water quality criteria, as based upon data from Washington State University (Brauen, pers. communication, 206-840-4511) and nationally (USGA, Green Section Record, Jan. - Feb., 1995).

The liner may be underlain by a system to convey landfill gasses laterally if substantial gas is found onsite. This will be a decision made by the developer during the construction process. Subsequently, if required as a retrofit, a gas collection system may include perimeter collection pipes. The actual methods used would depend on future gas





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generation rates. At this time, gas monitoring has not indicated any concentrations high enough to warrant construction of a gas collection system.

A foundation layer of material will be constructed below the geomembrane liner at locations where the characteristics of the onsite soils are unsuitable to protect the liner. A typical specification for foundation material constructed beneath the liner is as follows:

- Soil free of organics or any other sharp or deleterious material.
- Maximum particle size of 3/8-inch.
- Meeting the following gradation requirements.

U.S. Standard Sieve Size	Percentage Passing by Dry Weight
3/8"	100
No. 4	90-100
No. 8	50-95
No. 16	25-75
No. 30	10-50
No. 50	0-15
No. 200	0-3

- Having a permeability no less than  $1 \times 10^{-2}$  cm/sec.
- Gravel-sized material must be smooth and rounded to subrounded.

The ultimate extent of lined area will depend upon the final configuration of golf holes on top of the fill, but in any case a minimum of 16 acres of the 40 acres of flat surface will be lined.

### C. Unlined Area Requirements

Unlined areas may or may not be regraded, but all will have soil thickness in excess of 1 foot and will receive revegetation in accordance with a Vegetation and Grassing Plan. Selected vegetation and grasses will be chosen to comply with the King County Guidance Manual for Best Management Practices for Golf Courses. These species will be chosen for wildlife habitat and forage values, low water use, erosion control, aesthetic value, golf playability, and water quality benefits.

### D. Leachate Collection System

The existing leachate collection system consists of a peripheral collection system along the eastern side of the landfill, holding ponds, a storage tank and truck loading station.

Based upon METRO Waste Discharge Self Monitoring Reports, approximately one million gallons per year (MGY) are collected by this system and hauled to the local sewer for disposal. This volume is estimated to be a relatively small fraction of the total amount generated each year.

Two calculation methods have been used to estimate leachate production rates before and after golf course construction. The HELP model (EPA, version 3.03) and a "Cathcart" model that was developed by Vasey staff based upon recorded precipitation and leachate generation rates from lined landfills in the Pacific Northwest, were used. The HELP model predicts that 55 million gallons per year (MGY) and the Cathcart model predicts that 60 MGY of leachate are currently generated by precipitation which infiltrates the 70 acres of the Closed Landfill. The proposed project will reduce leachate production by an estimated 33 percent to 37 MGY (HELP model) and 40 percent to 35 MGY (Cathcart model) by regrading flat slopes on the Closed Landfill surface and installing liners and state-of-the-art underground drainage systems over approximately 16 acres of the landfill.

The surface water which will no longer infiltrate into the Closed Landfill will reduce leachate generation. This surface water will instead be filtered through turf grasses and other vegetation and conveyed to stormwater detention facilities where it will be stored for possible reuse or discharge to China and Coal Creeks. The detention facilities will reduce peak flows in these creeks and possibly enhance low flows through selected release of stored surface water from the detention ponds.

#### **E. Landfill Gas**

Current data suggests that gas production rates are relatively slow, as is expected for a demolition debris landfill as opposed to a domestic waste fill. Gas monitoring data has been obtained from installed gas probes, at the cap and from local mine shaft openings, and has revealed that landfill gas is generally undetectable. The site is free of odors and when wet, gas bubbling through the cap has not been observed. Low volumes of gas may presently move through the soil cap, and will be permitted to continue to do so, except under lined areas. Gas that encounters the liner will migrate laterally to the edge of the lined area and then vent through the soil. Existing gas migration pathways will not be significantly disrupted by this design so that gas will not be forced to migrate in new directions as a result of golf course construction.

The proposed design accommodates a retrofit of gas extraction system by providing ample space for extraction wells, a blower facility and flares or carbon canisters. For example, approximately 20 of the 70 acres of landfill would be occupied by the golf course, thereby leaving sufficient land for gas control facilities if required. Moreover, if signs of significant gas migration are discovered prior to construction, then the flexible membrane liner will be underlain by a gas collection system consisting of perforated pipes set in a drainage layer of sand, and configured to couple to a blower facility at a later date.



#### **F. Locational Standards for Structures, Ponds and Wells**

No enclosed structures, including residences, nor any water hazard, pond, or water storage facility of any kind will be constructed over the landfill. If any such structure is desired in the future, approval will be required from Ecology and the Seattle - King County Department of Health. In addition, no drinking water supply wells will be constructed within 1000 feet of the landfill perimeter, in accord with WAC 173-304-130, and no wells of any sort will be constructed in the 70 acre landfill area.

#### **G. Greens and Tees**

Greens and tees will be constructed to USGA standards (U.S. Golf Association, Green Section. 1989. Specifications for a methods of putting green construction. Far Hills, New Jersey). Greens and tees will be constructed with drainage and vegetative soil layers over a flexible membrane liner (Figures 3 and 4). Key elements of this construction method include the use of a sand-peat blend type of soil with an underdrain system. The sand-peat soil provides good drainage so that the greens do not become saturated, retains some soil moisture so the grass does not readily dry out, and the peat and grass root system provide water quality benefits by adsorption of nutrients, metals and organic compounds.

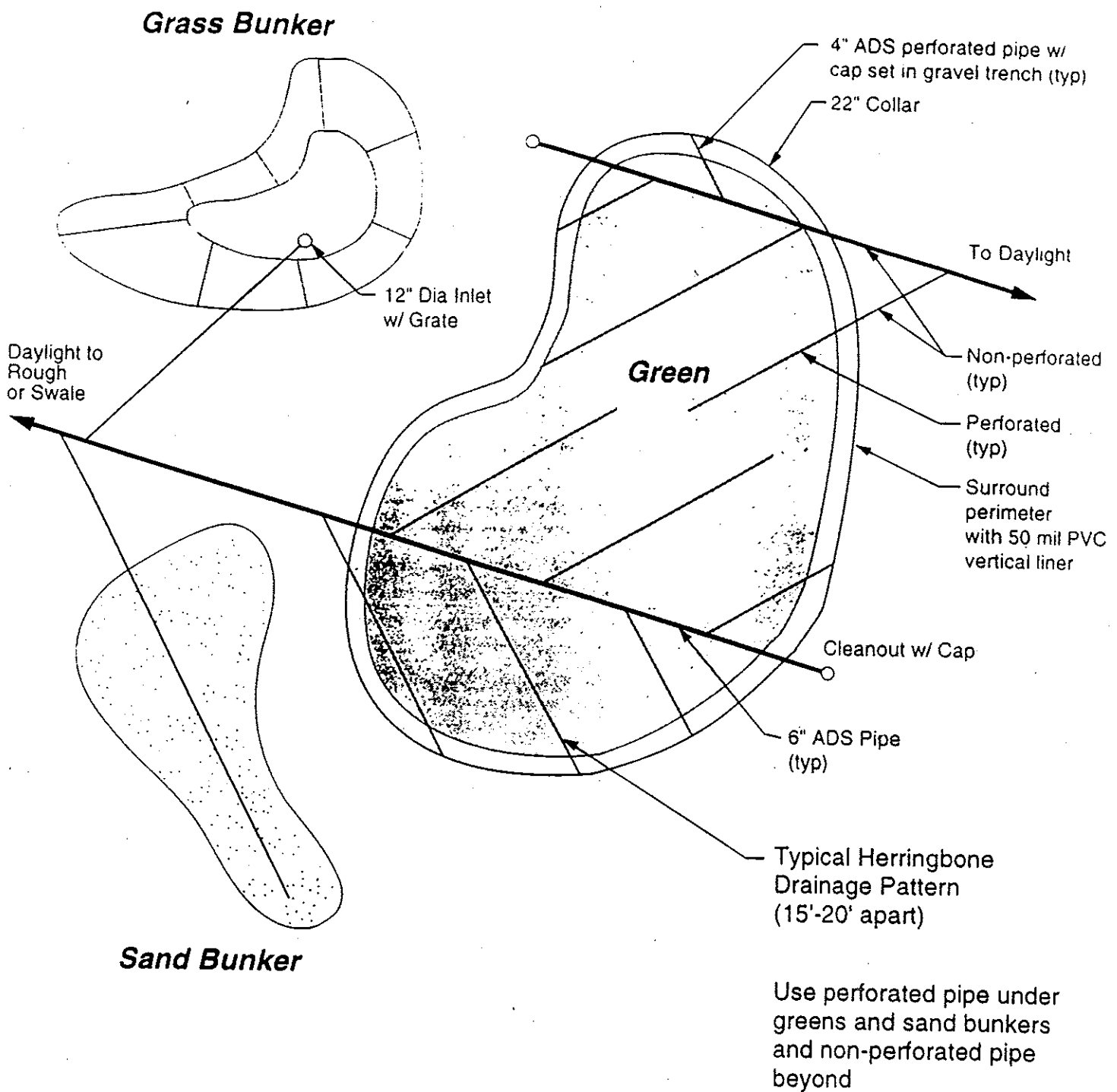
#### **H. Surface Water Management**

Water collected from the underdrain system and as stormwater runoff will be routed from the landfill area, and managed to comply with *King County Surface Water Design Manual* and *State Department of Ecology Storm Water Management Manual for the Puget Sound Basin* standards. Detention facilities shall not be constructed upon the fill.

The Project will improve the water quality of runoff and better control its flow off-site. Water quality improvements will be achieved through the stabilization of site soils, treatment of runoff through natural soils and vegetation, and engineered soils strategically placed under the greens and tees. A system of specially constructed drainage features will route stormwater through a variety of swales, ponds, wetlands and infiltration areas. Water quality benefits resulting from these facilities include nutrient removal, retention of metals and sediment control.

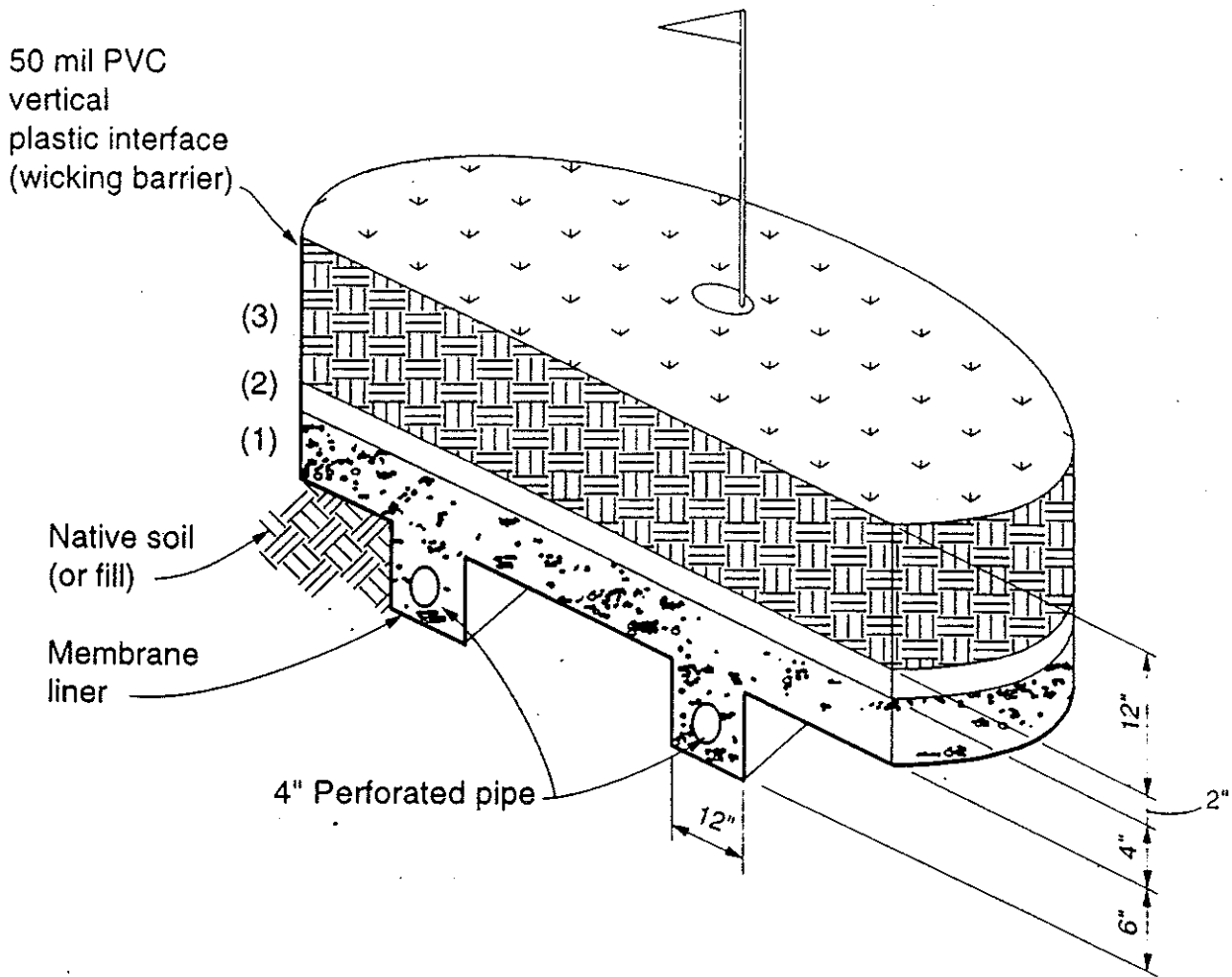
The Project will improve the ability to control the quantity and timing of surface water discharge from the site. Surface water retention to State and King County standards will be provided by enhanced surface storage ponds and reservoirs. This enhancement of storage capability will allow reduction in peak uncontrolled runoff rates from the existing Landfill area, providing protection to Coal and China Creeks during the high runoff, rainy periods.

Daily visual monitoring of site conditions by golf course personnel will protect vicinity water quality. This monitoring will provide early detection of conditions such as localized erosion, leachate seepage, or other potentially catastrophic problems, before those conditions become significant. Moreover, because of the high value placed on the



Green and Tee Underdrain System

Figure



1. Gravel, 1/4"-3/8" or larger
2. Very coarse sand, 1mm or more (optional, depending on USGA tests)
3. Sand/peat moss mixture (for example: 90% sand, 10% peat, or as determined by USGA tests)

aesthetic character of a golf course, personnel must act quickly to correct potential problems before they create unsightly conditions.

### **I. Irrigation System**

The goal of the irrigation plan for the Newcastle golf course will be to minimize water use, maximize water reuse, and maintain the turf and vegetation at acceptable standards. No special irrigation requirements apply to the landfill portion of the golf course, rather, the entire course shall be irrigated at the turf uptake rate. Such careful application of water assures that infiltration to groundwater does not occur. Therefore, the irrigation system will not generate leachate even when used on the landfill area. The liner beneath the fairways is intended to capture rainfall that would otherwise percolate down through the landfill. Irrigation may occur beyond the edge of the lined area on the golf course, and will be provided for greens, tees, fairways, parts of the rough and possibly for specimen trees and plantings.

The irrigation system shall utilize modern equipment, including computer assisted decision making, onsite weather station, and controls for each sprinkler head in order to optimize the irrigation rate. The advantages of such a system include the ability to pulse irrigation water so that lighter than normal application occurs at more frequent intervals, for a net water savings. The system will automatically stop irrigation if high winds or rain occurs to minimize water drift and unnecessary application.

The intent is to irrigate with groundwater from beneath the site. Production wells located in the Muldoon and Jones coal seams are candidates, and applications for water rights have been filed.

### **J. Relationship to Other Construction Plans**

Construction shall occur in accord with a *Routing Plan*, prepared by the golf course architect, that lays out the placement and earthwork for each element of the golf course. *Grassing and Irrigation Plans* are included to show placement of grass, shrubs, trees and each sprinkler head. A *Drainage Plan* shall be prepared to show the underdrain and surface water conveyance facilities. These plans shall not compromise or violate the conditions established above.

### **K. Relationship to King County Golf Course BMP Guidelines**

Design and construction shall be conducted in accord with the *King County Golf Course Design and Operations Best Management Practices Manual*.

### **L. Relationship to Other Ordinances and Regulations**

The design and construction shall be conducted in accord with the King County Sensitive Areas Ordinance, Minimum Functional Standards for Solid Waste Handling, and other regulations that may apply, including City of Newcastle requirements.

## **II. Golf Course Maintenance Plan**

### **A. Integrated Pest Management Plan**

An Integrated Pest Management Plan (IPM) shall be prepared as a source control plan to minimize application of water, fertilizers and pesticides. It provides a scientific method of course monitoring and maintenance to be performed by the superintendent. If monitoring indicates an unacceptable level of pests, then a series of control tactics can be used. Pesticide application is considered a last resort, to be used after other methods are deemed to be inadequate as per the IPM plan.

The landfill portion of the golf course shall not require a different operational strategy, in terms of turfgrass maintenance or pest control, than the rest of the golf course.

### **B. Site Monitoring**

The post closure environmental monitoring program approved by the SKCDPH for the Newcastle Landfill includes testing of surface water, groundwater, landfill gas and landfill seeps (Environmental Monitoring Report, Parametrix 1991). The established monitoring points for surface and groundwater are suitably located to monitor both the landfill and the golf course. The monitoring is expected to occur as per page 37, paragraph 3 of the Closure Plan, to be conducted for 20 years beginning July 2, 1993 until at least 2014, and will remain the responsibility of the current landfill owner.

Surface water samples are collected twice a year during storm events from 6 locations in Coal Creek and 8 locations in China Creek. The stations include locations upstream and downstream of the landfill, and at small tributaries. Measured constituents are temperature, pH, specific conductivity, dissolved oxygen, turbidity, fecal coliform, hardness and sulfide. If any contamination is indicated, however, a greatly increased constituent suite is triggered, including nutrients, organics and metals.

Groundwater samples are obtained from 4 wells and at a surface water discharge point. These include an upgradient well, 3 downgradient wells, and discharge from Richmond Tunnel coal shaft. Three samples are collected per year, with a reduced constituent list assessed twice and an expanded list once each year. The reduced list includes pH, specific conductance, temperature, chloride, ammonia, nitrate, nitrate, sulfate, hardness, dissolved iron, manganese and zinc, chemical oxygen demand and total organic carbon. The expanded list adds volatile organic compounds, acid-base- neutral extractable organics and dissolved priority pollutant metals to this list.

Gas is monitored quarterly at 3 onsite gas probes for combustible gas, oxygen and carbon dioxide. These probes are multiple completion probes, so that 8 discrete sample points are monitored. Seeps are monitored by site reconnaissance of the landfill perimeter.

Leachate monitoring is also conducted as per Metro Wastewater Discharge Permit No. 7607.

In addition to this surface water, groundwater, leachate and gas monitoring that is to be performed by the current landfill owner, other site monitoring would occur as a result of the golf course. This monitoring would include daily site inspection, water budget assessment, and integrated pest management monitoring by the golf course superintendent and staff. This additional work provides assurance that the landfill cap and leachate management systems are operated properly.

### **C. Leachate Management**

The existing leachate collection system that includes such features as the perforated collection pipes, holding lagoons, storage tank, and truck loading facility shall remain the responsibility of the current landfill owner. The responsibility to haul leachate to the Metro manhole for disposal or to connect to the local sewer system, to maintain proper permits, to monitor leachate flow rates and chemical composition, and other associated tasks, also will remain the responsibility of the current landfill owner. Leachate seeps or breakouts may occur at the surface of the side slopes of the Closed Landfill. These seeps will be identified through routine inspections by golf course maintenance staff. Those seeps that are intermittent will be controlled at the source, primarily by redirecting flows so they do not discharge to the surface. Those seeps that flow continuously (either seasonally or annually) will be controlled at the source and/or will be collected for transport off-site.

## **III. Contingency Plan During Construction**

### **A. Cover Maintenance**

Final cover shall consist of a minimum of 1 foot of compacted soil over the demolition debris. Daily cover shall consist of plastic sheeting properly anchored for a maximum of 7 days, or a minimum of 6 inches of soil that shall be temporarily placed over any debris uncovered during the construction process. Any debris uncovered shall have daily cover placed by the end of that working day. This debris may then be relocated within the permitted Newcastle Landfill area, may be hauled offsite to another landfill, or may stay in place, provided that final cover is placed before completion of the golf course construction. Final cover will be revegetated.

An area for final onsite disposal of relocated waste will be identified and approved by the Health Department prior to the start of construction. Off-site disposal alternatives will also be identified prior to the start of construction so that the waste can be handled quickly and efficiently and to minimize the exposure of the open waste area. The open area will be temporarily covered with plastic cover until the final cover is placed.

### **B. Construction Debris**

The material that was allowed to be disposed at Newcastle was limited to demolition and construction wastes, such as wood, rubble, brick, broken concrete, glass, dirt, gravel, paper, stumps, tree trunks, brush, and certain other non-putrescible wastes (King County

Ordinance 8148). These types of waste can remain onsite and covered by final cover. Any putrescible waste that is discovered will be properly disposed offsite at a open landfill. Material that is possibly waste, but apparently suitable for use shall be stockpiled under daily cover for later inspection to assess suitability by the Health Department.

### **C. Erosion Control and Surface Water Management**

Stormwater control must occur during construction before the constructed ponds, swales and infiltration facilities come on-line. Construction stormwater controls will be in accordance with requirements of regulatory agencies.

The natural site features, the various subbasins which serve to disperse flow, the extensive open space and the long travel distance to receiving waters, ensure that a good erosion control plan can be adapted to the site. During the project construction phase, erosion can be adequately controlled with the use of typical and proven erosion control measures:

- Stabilize the construction site access road with crushed rock.
- Prevent runoff from entering areas to be cleared and graded.
- Maintain vegetation on undeveloped areas.
- Provide a vegetated buffer along steep slope areas.
- Phase construction to stabilize soils during the wet season.
- Revegetate (hydroseed and hydromulch) as soon as possible after disturbance.
- Use sediment control structures such as hay bales, filter fences and sedimentation ponds.
- Provide routine maintenance of the sediment control structures.

These measures are readily adaptable to this site and should provide good erosion control and protection of aquatic resources. After the construction phase, soils will be vegetated and erosive losses from the project site are expected to be less than for the existing condition. A conclusion is that erosion during construction and post construction phases is mitigatable due to the type of soils onsite and the range of best management practices which can be applied.

### **REFERENCES**

Brauen, Stan. Personal Communication, WA State Univ.

USGA. 1995. Green Section Record. Vol. 33, No. 1.

1 ATTACHMENT C

2 RESTRICTIVE COVENANT

3 The property that is the subject of this Restrictive Covenant has been the subject of  
4 remedial action under Chapter 70.105D RCW. The work done to clean up the property (herein  
5 after "Remedial Action") is described in the Consent Decree entered in *State of Washington,*  
6 *Department of Ecology v. Newcastle Golf, L.L.C.*, King County Superior Court Cause  
No. 95-2-26114-05<sup>SEP</sup>, and in attachments to the Decree and in documents referenced in the Decree.  
This Restrictive Covenant is required by Ecology under WAC 173-340-440 (1991 ed.).

7 The undersigned, Newcastle Golf, L.L.C., ("Owner") is the fee owner of real property in  
8 the County of King, State of Washington, hereafter referred to as the "Property." The Property  
9 includes the former Newcastle Landfill (the "Landfill"). A legal description of the Landfill, and  
the Property (which includes the Landfill) is attached.

10 The Owner makes the following declaration as to limitations, restrictions, and uses to  
11 which the Landfill and/or the Property may be put, and specifies that such declarations shall  
12 constitute covenants to run with the land, as provided by law, and shall be binding on all parties  
13 and all persons claiming under them, including all current and future owners of any portion of or  
interest in the Property.

14 Section 1. No groundwater may be taken for domestic purposes from any well within 1000  
15 feet of the Landfill boundary.

16 Section 2. No wells of any sort may be constructed on the Landfill.

17 Section 3. No enclosed structures shall be constructed on the Landfill.

18 Section 4. No water hazard, pond, or water storage facility of any kind may be constructed  
19 over the Landfill.

20 Section 5. Any activity on the Property that may interfere with the Remedial Action is  
21 prohibited.

22 Section 6. Owner must give written notice to the Department of Ecology ("Ecology"), or  
23 to a successor agency, of Owner's intent to convey any interest in the Property. No conveyance of  
24 title, easement, lease or other interest in the Property shall be consummated by Owner without  
adequate and complete provision for continued compliance with all provisions of the above-  
referenced Consent Decree.

25 Section 5. Owner must notify and obtain approval from Ecology, or from a successor  
26 agency, prior to any use of the Landfill that is inconsistent with the terms of this Restrictive  
27 Covenant. Ecology, or its successor agency, may approve such a use only after public notice and  
28 comment.





1 ATTACHMENT D

2 NOTICE OF PROPOSED TRANSFER

3  
4 To: Ecology Project Coordinator  
Attorney General's Office

5 From: Newcastle Golf or Current Successor in Interest and Assigns, and Proposed  
6 Transferee

7 1. Pursuant to Section X and XI of the Prospective Purchaser Consent Decree Re:  
8 Newcastle Landfill (King County Superior Court Cause No. \_\_\_\_\_), \_\_\_\_\_ and  
9 \_\_\_\_\_ hereby give Ecology notice of a proposed transfer in interest of the Property.

10 2. [Proposed Transferee] intends to [purchase/lease] [all/\_\_\_\_\_ square feet of]  
11 the Property for purposes of \_\_\_\_\_.

12 3. Ecology has thirty (30) days from this notification to a) object to [Proposed  
13 Transferee becoming a party to the Decree on the basis of an Ecology determination that [Current  
14 Owner] or [Proposed Transferee] is or will be in violation of a material term of the Decree as  
15 contemplated by Paragraph \_\_\_\_ of the Decree or is otherwise not eligible to become a party.

16 4. Failure of Ecology to take the actions described in Paragraph 3 above shall  
17 result in acceptance of the transfer proposed by [Proposed Transferee] and [Proposed Transferee]  
18 may seek entry by the court of its proposed amendment (see Attachment E) without signature by  
19 Ecology.

20 The undersigned hereby certify that they are in compliance with all terms and conditions of the  
21 Decree, including but not limited to making the certification referenced in Section IX of the  
22 Consent Decree (Certifications).

23  
24 \_\_\_\_\_ PROPOSED TRANSFEREE  
25 NEWCASTLE GOLF, L.L.C. OR SUCCESSORS IN INTEREST  
26 AND ASSIGNS

27  
28 Date: \_\_\_\_\_ Date: \_\_\_\_\_

ATTACHMENT E

1  
2 STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY,

3 Plaintiff

4 v.

5 Newcastle Golf, L.L.C., a limited liability  
6 company,

7 Defendant.

NO.

AMENDMENT TO PROSPECTIVE  
PURCHASER CONSENT DECREE  
RE: NEWCASTLE LANDFILL  
(AGREEMENT OF SUCCESSORS  
IN INTEREST AND ASSIGNS)

8  
9 Pursuant to Sections X and XI of the attached Prospective Purchaser Consent Decree  
10 ("Decree"), the undersigned Successors in Interest and Assigns hereby agree, as set forth in  
11 Sections X and XI of the Decree, to be bound by all applicable provisions of the Decree, including  
12 but not limited to the specific obligations of a Successor in Interest and Assign as set forth in  
13 Section IV (Description of Proposed Project), Section V (Work to Be Performed), Section VI  
14 (Ecology Costs), Section IX (Certifications), Section XI (Amendment of Consent Decree; Adding  
15 New Parties to Decree), Section X (Parties Bound; Adding New parties to Decree); Section XIV  
16 (Covenant Not to Sue; Reopeners), Section XVII (Retention of Records), Section XVIII (Property  
17 Access), and Section XIX (Compliance With Applicable Laws).

18 This Agreement of Successors in Interest and Assigns shall be effective upon approval by  
19 the Court.

20 So ordered this \_\_\_\_ day of \_\_\_\_\_, 199\_\_.

21  
22  
23 \_\_\_\_\_  
Judge  
King County Superior Court

24  
25 IT IS SO AGREED BY THE UNDERSIGNED SUCCESSORS IN INTEREST AND ASSIGNS:

26 By  
27 Its  
Date  
28 Address:

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IT IS SO AGREED BY THE DEPARTMENT OF ECOLOGY:

By  
Its  
Date  
Address:

IT IS SO AGREED BY THE OFFICE OF THE ATTORNEY GENERAL:

By  
Its  
Date  
Address

**ATTACHMENT F**  
**LIST OF STUDIES SUPPLIED TO THE**  
**DEPARTMENT OF ECOLOGY**

1. Gaseous Emission Survey. 1988, by Professor David Kalman, Ph.D.
2. Phase I Gas Study. 1991, by Parametrix, Inc.
3. Phase II Gas Study. 1992, by TRC Environmental Consultants.
4. Gas Probe Monitoring Results. February 20, 1995, from Michael Magee to Jim Good.
5. Newcastle Closure Plan. May 1991, by Parametrix, Inc.
6. Groundwater Reports by Pacific Groundwater Group
  - Statistical Review, February 10, 1994
  - First Quarter 1994, April 25, 1994
  - Second Quarter 1994, December 14, 1994
  - Third Quarter 1994, February 24, 1995
7. Surface Water Reports by Parametrix
  - December Semi Annual 1994, January 23, 1994
  - Second Semi Annual 1994, June 20, 1994
8. Leachate Self-Monitoring Report by Coal Creek Development Corporation
  - January 1995 Report, February 6, 1995
9. Diskette of Surface Water and Groundwater Data
  - MW1234.xls (water quality data for wells MW-1, MW-2, MW-3 and MW-4)
  - SW6&7.xls (surface water data)
  - PARAMLST.xls (constituents and units)
10. Summary Tables of Organic Compounds in Groundwater and Surface Water
11. Overview and Preliminary Report on Newcastle Landfill for OB Sports. May 1993 by Morrison and Foerster and Carr Associates.
12. Reconnaissance of Water Availability and Quality in Abandoned Coal Mines near Roslyn, Washington. USGA - Open File Report 80-955, 1981.
13. Subsurface Exploration and Geotechnical Engineering Report. February 1992 by RZA Agra.
14. Site Hazard Assessment Newcastle Coal Creek Landfill, Newcastle-Coal Creek Road, King County, Washington. Prepared by WA Dept. of Ecology, revised April 30, 1993.
15. Newcastle Golf, L.L.C.'s Detailed Application for Prospective Purchaser Agreement. Submitted by Newcastle Golf, L.L.C. to WA Dept. of Ecology, February 24, 1995.