

Northside Landfill  
F310 111

**RETURN ADDRESS**

William J. Fees, Environmental Engineer  
Washington Department of Ecology  
4601 North Monroe Street  
Spokane, WA 99205

06/17/2011 11:42:18 AM  
Recording Fee \$504.00 Page 1 of 21  
Covenant WASHINGTON DEPARTMENT OF ECOLOGY  
Spokane County Washington

6007310



06/17/2011 11:42:18 AM  
Recording Fee \$62.00 Page 1 of 1  
Subordination WASHINGTON DEPARTMENT OF ECOLOGY  
Spokane County Washington

6007311



**Please Type or Print Neatly & Clearly All Information**

**Document Title(s)**

Environmental Covenant & Subordination Agreement

**Reference Number(s) of Related Documents**

8509190161 Book 774/Page 201, 8201290129 Book 580/Page 257, 7707200236 Book 330/Page 1129, 7706170070 Book 324/Page 919, 340918C Book 1/Page 1277, 917920B Book 810/Page 78, and 628671B Book 752/Page 702

**Grantor(s) (Last Name, First & Middle Initial)**

The City of Spokane

**Grantee(s) (Last Name, First & Middle Initial)**

State of Washington, Department of Ecology

**Legal Description (Abbreviated form is acceptable)**

Located in portions of Section 22, 26, 27 and 28, Township 26 North, Range 42 East W.M. (abbreviated) Spokane County, Washington. Full legal description provided as Exhibit A.

**Assessor's Tax Parcel ID Number**

26223.0004, 26223.0016, 26275.0029, 26275.0030, 26281.0029, 26262.0021, and 26262.0033

SW, NE, NW 1/4

The County Auditor 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.

**Sign below only if your document is Non-Standard.**

I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some parts of the text of the original document. Fee for non-standard processing is \$50.

Signature of Requesting Party  
Carrie E. Holtan  
Assistant City Attorney, City of Spokane

AFTER RECORDING RETURN TO:  
William J. Fees, Environmental Engineer  
Washington Department of Ecology  
4601 North Monroe Street  
Spokane, WA 99205

## **ENVIRONMENTAL COVENANT & SUBORDINATION AGREEMENT**

**Grantor:** The City of Spokane (Owner)  
808 West Spokane Falls Blvd.  
Spokane, WA 99201

**Grantee/ Holder:** State of Washington, Department of Ecology  
4601 North Monroe Street  
Spokane, WA 99205

**Legal Description:** Located in portions of Section 22, 26, 27 and 28, Township 26 North, Range 42 East W.M. (abbreviated) Spokane County, Washington. Full legal description provided as Exhibit A.

**Tax Parcel Nos.:** 26223.0004, 26223.0016, 26275.0029, 26275.0030, 26281.0029, 26262.0021, and 26262.0033

**Cross References:** Recorded document numbers: 8509190161 Book 774/Page 201, 8201290129 Book 580/Page 257, 7707200236 Book 330/Page 1129, 7706170070 Book 324/Page 919, 340918C Book 1/Page 1277, 917920B Book 810/Page 78, and 628671B Book 752/Page 702

## ENVIRONMENTAL COVENANT

### I. Purpose and Background

Grantor, the City of Spokane, hereby binds Grantor and its successors and assigns to the land use restrictions identified herein and grants such other rights under this Environmental Covenant made this 27<sup>th</sup> day of April, 2011. This instrument grants a valid and enforceable Environmental Covenant pursuant to the Washington State Uniform Environmental Covenants Act (UECA), RCW Chapter 64.70 to the Washington State Department of Ecology and its successors and assigns (hereafter "Ecology" or "Holder"). The covenants granted herein are required conditions of a consent decree entered on January 28, 1991, in the United States District Court for the Eastern District of Washington, Civil Action No. CS-90-0462-JLQ ("CA No. CS-90-0462-JLQ"). The consent decree was entered into pursuant to the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 *et seq.*, by the City of Spokane ("Grantor"), the U.S. Environmental Protection Agency ("EPA"), and Ecology. In this consent decree, the Grantor did not admit to any liability and denied all allegations arising from conditions at the Site (as said term is defined in the consent decree). The Grantor's participation in the settlement process associated with CA No. CS-90-0462-JLQ does not grant rights, or any cause of action, to any person not a party to the consent decree. This consent decree was terminated by court order signed by Senior United States District Judge Quackenbush on February 21, 1997. However, certain Grantor obligations survived the consent decree termination, including but not limited to implementing and maintaining institutional controls, ongoing operation and maintenance of the remedy, and proper landfill closure and post closure in accordance with applicable federal and state law.

The Northside Landfill is a 345-acre property in the northwestern part of the City of Spokane that has been used for the disposal of municipal waste since the 1930s. The landfill contains multiple refuse units and sits atop the Spokane Valley-Rathdrum Prairie Aquifer. In 1982, Grantor drilled groundwater monitoring wells on the landfill and adjacent parcels. The well monitoring revealed that leachate from the landfill's old refuse units had contaminated the groundwater with volatile organic compounds including tetrachloroethylene, trichloroethylene, and trichlorethane. These chemicals

and other substances identified in the groundwater are hazardous substances pursuant to CERCLA.

On June 10, 1986, EPA placed the Northside Landfill on the National Priorities List and required that Grantor conduct a CERCLA remedial action. The selected remedial action was set forth in the September 30, 1989, Northside Landfill Record of Decision ("ROD"), EPA-ROD-R10-98-019, and its supporting administrative record. These documents are on file with EPA Region 10 or its successor agency. The regional office is currently located at 1200 6<sup>th</sup> Avenue Seattle, Washington 98101.

The ROD provides for the closure of the landfill's old refuse units and the continued operation of a new 15-acre waste disposal unit subject to applicable state requirements. To implement the selected remedial action Grantor covered the old refuse units with a high density polyethylene liner, 18 inches or more of granular cover material topped with 12 inches or more of topsoil and low maintenance vegetation. The ROD also called for the installation of an active landfill gas management system to prevent off-property gas migration and a pumping and treating system to address the groundwater contamination plume. Together, the polyethylene liner, granular cover, and topsoil comprise the landfill cap. The area which comprises the landfill cap is legally described in Exhibit C. The landfill gas management and pumping and treating systems, along with the cap and associated institutional controls, comprise the main elements of the selected remedy. To address the residual concentrations of contaminants remaining in groundwater and in the landfill's old refuse units, the ROD further provided for the imposition of certain conditions and restrictions. Pursuant to the ROD, the EPA and Ecology required Grantor, and Grantor agreed, to grant this Environmental Covenant as an institutional control imposed on the landfill's old refuse units to protect human health and the environment and to ensure the integrity of the remedy.

## **II. Conveyance and Covenant**

This instrument is an Environmental Covenant executed pursuant to UECA, concerning the Northside Landfill property (hereinafter "Property") owned by the Grantor and legally described in Exhibit A and depicted in Exhibit B which are attached hereto

and incorporated herein. Grantor covenants to and with the Holder and its successor and assigns, that Grantor is lawfully seized in fee simple of the Property, that the Grantor has good and lawful right and power to sell and convey the Property or any interest therein, that the Property is free and clear of encumbrances, except those reviewed and acknowledged by EPA in a title search dated March 13, 2008, and that Grantor will forever warrant and defend the title thereto and the quiet possession thereof.

With this Environmental Covenant Grantor hereby binds Grantor, its successors, and assigns, to the restrictions and conditions set forth herein, and conveys to the Holder such restricted property interests. EPA and Ecology have the full rights to enforce the restrictions, conditions, or other rights set forth herein as provided by law including but not limited to CERCLA, the Model Toxics Control Act (MTCA), RCW Chapter 70.105D, and UECA.

Grantor makes the following covenant as to limitations, restrictions, and uses to which the Property may be put and specifies that such covenants shall run with the land, as provided by law, shall inure to the benefit of the parties hereto, 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 (hereinafter "Owner"):

1. Any activity that damages or disturbs the integrity of the landfill cap or any other component of any containment system, pump and treat system, or the function of the landfill monitoring system, or otherwise results in the release or exposure to the environment of any hazardous substances beneath the cap is hereby prohibited. Some examples of activities that are prohibited in the capped areas include the following: drilling, digging, excavating, placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capacity, piercing the surface with a rod, spike or similar item, bulldozing, or earthwork.

2. Any activity on the Property that may damage or otherwise interfere with the integrity or operation or maintenance of the cap or any other component of the containment system, the monitoring system, the landfill gas management system, any other component of the remedial action (such as the Old Burn Unit), or the continued

protection of human health and the environment, is prohibited without prior written approval from Ecology.

3. The Owner must maintain the cap, including the minimum 12-inch cover of topsoil and the minimum 18-inches of granular cover material. Additionally, the Owner shall maintain all aspects of the landfill closure and post-closure requirements, in compliance with all applicable laws.

4. No groundwater may be taken for any use from the Property, unless the groundwater removal is part of monitoring activities established in a plan approved by Ecology. When groundwater monitoring plans are submitted to Ecology for review and approval, the Owner shall concurrently provide EPA copies of such plans.

5. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation and maintenance of the cap, treatment facilities, pumping wells, monitoring wells or other equipment that may be required for the response action.

6. The Owner must restrict leases to uses and activities consistent with this Environmental Covenant and notify all lessees of the restrictions on the use of the Property.

7. The Owner must provide sixty-days advance written notice to EPA and Ecology of the Owner's intent to convey or transfer any interest in the Property.

8. The Owner shall allow authorized representatives of EPA and Ecology the right to enter the Property at reasonable times to evaluate the CERCLA remedial action and the cap, to take samples, to inspect any other remedial actions conducted at the Property, and to inspect records that are related to the CERCLA remedial action. When practicable, Ecology and EPA will endeavor to provide Owner at least 48-hours oral notice prior to entering the Property. When EPA and Ecology will both be entering the Property, either agency may provide this notice on behalf of both agencies.

9. The Owner shall notify and obtain written approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Environmental Covenant. Ecology may approve any inconsistent use only after public notice and comment.

### **III. Reservation of Rights**

Grantor hereby reserves unto itself, its representatives, heirs, assigns, and successors all rights accruing from ownership of the Property that are not conditioned, restricted or prohibited by this Environmental Covenant.

### **IV. Enforcement**

Compliance with this Environmental Covenant may be enforced pursuant to all applicable laws, including but not limited to CERCLA, UECA, and MTCA. EPA and Ecology shall have full enforcement rights. An action for equitable or injunctive relief for violation of this Environmental Covenant may also be maintained by the other persons and entities set forth in RCW 64.70.110. Failure by any party or person to enforce compliance with this Environmental Covenant in a timely manner shall not be deemed a waiver of the right to take subsequent enforcement actions.

### **V. Recordation**

Grantor shall record this instrument in the official records of Spokane County, Washington and shall pay the costs associated with recording.

### **VI. General Provisions**

Agency's Interest. Pursuant to RCW 64.70.030 the rights granted to EPA by this Environmental Covenant are not interests in real property.

Liberal Construction. This Environmental Covenant shall be construed in favor of effectuating the purpose of this Environmental Covenant. If any provision is found to be ambiguous, an interpretation consistent with the purposes of this Environmental Covenant that would render the provision valid shall be favored over any interpretation that would render it invalid.

Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

**VII. Termination and Modification**

This Environmental Covenant may only be amended or terminated in accordance with the procedures and process contained in the amendment and termination provisions of UECA, RCW 64.70.090 and 64.70.100, and with the provisions of WAC 173-340-440. Ecology may approve inconsistent uses (as described in Section II, paragraph 9 above), and/or termination only after public notice and opportunity for comment.

**VIII. Signature and Acknowledgements**

Grantor covenants that it is authorized to grant this Environmental Covenant and shall warrant and defend the same against all claims and demands challenging such authority. The undersigned parties represent and certify that they are authorized to execute this Environmental Covenant.

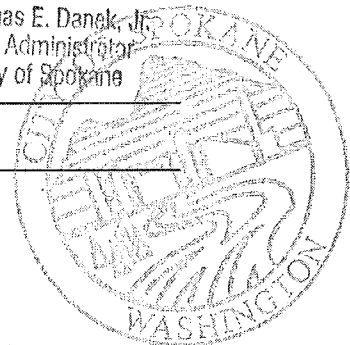
IN WITNESS WHEREOF, the City of Spokane has executed this Environmental Covenant on this 27<sup>th</sup> day of April, 2011.

Thomas E. Danek, Jr.  
City Administrator  
City of Spokane

Signatory's printed name \_\_\_\_\_

Signature \_\_\_\_\_

Thomas E. Danek, Jr., City Administrator  
For the City of Spokane, Grantor



ATTEST:

Terri L. Pfister  
Terri L. Pfister  
City Clerk  
City of Spokane

Approved as to Form:

Carrie E. Holtan  
Carrie E. Holtan  
Assistant City Attorney  
City of Spokane

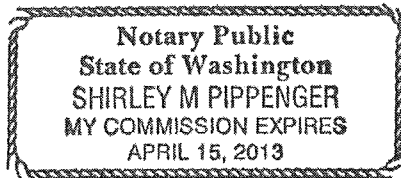
STATE OF WASHINGTON     )  
County of Spokane         )

On this 27<sup>th</sup> day of April, 2011, before me personally appeared  
**THOMAS E. DANEK, JR.**, and **TERRI L. PFISTER**, to me known to be the City



Administrator, and the City Clerk, respectively, of the CITY OF SPOKANE, a municipal corporation, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Shirley M. Pippenger  
Notary Public in and for the State of  
Washington, residing at Spokane  
My Appointment expires 04.15.2013

The forgoing Environmental Covenant is hereby approved and certified.

By: [Signature]  
Daniel D. Opalski, Director  
Office of Environmental Cleanup  
U.S. Environmental Protection Agency Region 10

By: [Signature]  
Jim Pendowski, Program Manager  
Toxics Cleanup Program  
Washington State Department of Ecology

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**EXHIBIT A**  
**LEGAL DESCRIPTION OF REAL PROPERTY SUBJECT TO**  
**ENVIRONMENTAL COVENANT**

That part of Sections 22, 26, 27, and 29, Township 26 North, Range 42 East, W.M., more particularly described as follows:

Beginning at the northeast corner of said Section 28; thence South 89° 37' 50" West, along the North line of said section, 940.04 feet to the easterly right of way line of Nine Mile Road; thence South 42° 56' 39" East, along said right of way line, 3626.78 feet to the East-West centerline of said Section 27; thence South 89° 58' 09" East, along said centerline of section, 3076.96 feet to the intersection with westerly boundary of WESTGATE RIM ADDITION as filed in Book 14, Page 56 of Plats, Spokane County, Washington; thence along the WESTGATE RIM ADDITION and PACIFIC HEIGHTS 13<sup>th</sup> ADDITION as filed in Book 8, Page 54 of Plats, and PACIFIC HEIGHTS 14<sup>th</sup> ADDITION as filed in Book 8, Page 79; for the following 12 courses: (1) North 45° 34' 30" East, 431.55 feet; (2) North 35° 56' 45" West, 649.48 feet; (3) North 16° 51' 15" West, 168.42 feet; (4) North 04° 33' 08" West, 274.83 feet; (5) South 75° 43' 54" East, 145.00 feet to a Point on Curve of a non-tangent curve to the right, center of which bears South 75° 43' 54" East, 475.00 feet; (6) thence northeasterly along the arc of said curve, 490.53 feet through a central angle of 59° 10' 09" to the point of tangent; (7) North 73° 26' 15" East, 100.00 feet; (8) North 16° 33' 45" West, 100.00 feet; (9) North 60° 57' 17" East 92.23 feet; (10) North 73° 28' 33" East, 485.98 feet; (11) North 64° 31' 39" East, 133.80 feet; (12) North 51° 32' 21" East, 10.00 feet to the westerly right of way line of Indian Trail Road; thence North 38° 27' 39" West, along said right of way line, 140.82 feet to the Point of Curve of a 1844.02 feet radius curve to the left, the center of which bears South 51° 32' 21" West; thence along the arc of said curve, 174.92 feet, through a central angle of 05° 26' 06" to the Point of Tangent; thence North 43° 53' 45" West, along said right of way line, 658.05 feet to the North line of said Section 27 and the South boundary of PROSPERITY ACRES ADDITION as filed in Book "T", Page 23 of Plats, thence North 89° 53' 36" West, along said section line, 2375.05 feet to the North quarter corner of said Section 27; thence North 00° 29' 53" East, along the West boundary of said PROSPERITY ACRES ADDITION, 283.70 feet to a found #5 rebar, thence North 89° 53' 02" West, 1279.98 feet to the found #5 rebar, thence North 00° 06' 52" East, 609.65 feet to the angle point on the westerly boundary of PACIFIC PARK 1<sup>st</sup> ADDITION as per plat thereof recorded in Book 12, Page 19 of Plats, thence along said PACIFIC PARK 1<sup>st</sup> ADDITION and PACIFIC PARK 6<sup>th</sup> ADDITION, not yet filed, and PACIFIC PARK 2<sup>nd</sup> ADDITION as filed in Book 13, Page 1 of Plats, and PACIFIC PARK 4<sup>th</sup> ADDITION as filed in Book 16, Pages 10 and 11 of Plats, for the following eight courses: (1) North 25° 36' 12" East, 500.00 feet; (2) North 89° 55' 39" West, 320.05 feet; (3) North 00° 05' 36" East, 440.00 feet; (4) North 89° 55' 39" West, 210.00 feet; (5) South 62° 11' 40" West, 290.00 feet; (6) South 15° 07' 07" West, 555.00 feet; (7) South 50° 43' 44" West, 259.54 feet; (8) South 89° 54' 50" West, 441.42 feet to the West line of said Section 22; thence South 00° 17' 48" West, along said West section line, 946.03 feet and the Point of Beginning.

Parcel Nos. 26223.004, 26223.0016, 26281.0029, 26275.0029, 26275.0030, 26262.0021,  
26262.0033

**EXHIBIT B**  
**MAP OF NORTHSIDE LANDFILL PROPERTY**

**SHEET ONE of TWO**

SPOKANE COUNTY, WASHINGTON

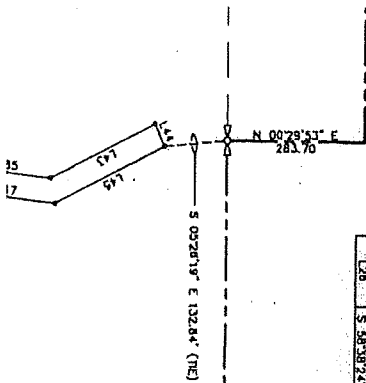
LINE	BEARING	DISTANCE
1	N 73.31° E	117.72
2	S 16.03° E	225.96
3	S 13.00° E	92.48
4	S 05.47° E	130.62
5	S 05.47° E	75.57
6	S 17.03° E	78.48
7	S 44.93° W	22.08
8	S 06.01° W	126.79
9	S 35.13° E	109.18
10	S 74.00° E	109.18
11	S 74.00° E	80.51
12	N 70.23° E	81.74
13	S 38.10° E	68.04
14	S 33.17° E	72.01
15	S 04.02° E	125.50
16	S 12.54° E	67.72
17	S 22.15° W	81.31
18	S 17.20° W	132.63
19	S 33.54° E	74.18
20	S 22.18° E	89.89
21	S 30.00° E	57.60
22	S 50.13° E	168.78
23	N 57.26° E	62.59
24	N 57.10° E	54.35
25	S 36.53° E	23.13
26	S 95.57° E	27.77

	LINE	BEARING	DISTANCE
127	S 27.21° E	35.96	
128	S 16.51° W	50.12	
129	S 10.50° W	57.06	
130	S 29.93° E	46.06	
131	S 45.45° W	87.40	
132	S 66.1° S	161.41	
133	N 57.22° E	43.02	
134	S 20.06° E	107.11	
135	N 41.59° E	11.05	
136	S 43.37° E	21.35	
137	S 43.37° E	97.75	
138	S 43.37° E	97.75	
139	S 43.37° E	165.35	
140	S 46.14° E	158.44	
141	S 03.50° E	183.65	
142	N 02.10° E	143.31	
143	N 27.12° E	54.40	
144	N 66.17° E	50.12	
145	S 27.21° E	226.98	
146	S 02.42° W	184.44	
147	S 13.92° E	108.15	
148	S 24.28° W	107.74	
149	S 53.17° E	150.71	
150	S 24.57° E	14.76	
151	S 40.19° W	25.36	
152	S 53.03° W	153.49	

LINE	BEARING	DISTANCE
1337	S 44°30'39" W	49.223
1338	S 44°30'39" W	150.58
1339	S 67°14'39" E	150.58
1340	S 58°31'15" W	148.612
1341	S 66°30'45" E	70.777
1342	S 51°29'01" W	67.446
1343	S 47°23'45" W	68.61
1344	S 44°53'42" W	68.15
1345	S 44°53'42" W	70.13
1346	S 31°10'45" W	60.42
1347	S 47°23'45" W	67.545
1348	N 67°16'26" E	23.07
1349	S 66°52'15" W	57.93
1350	N 74°22'32" E	54.17
1351	N 50°20'00" E	47.01
1352	N 19°36'31" W	136.21
1353	N 33°30'02" E	42.26
1354	S 78°17'32" W	78.88
1355	S 47°33'45" W	66.64
1356	S 66°17'05" W	82.24
1357	N 41°23'42" W	150.73
1358	N 41°23'42" W	246.91
1359	N 20°16'57" E	49.004
1360	N 13°17'00" E	67.31

	LINE	NAME	GEN/INN	100.00%	DISTANCE
L79	1	ME	6.527.812	W	130.66
L80	2	ME	4.453.319	E	66.78
L81	3	ME	7.119.434	E	200.55
L82	4	ME	5.176.395	E	114.43
L83	5	ME	6.232.422	E	172.89
L84	6	ME	7.226.051	W	165.37
L85	7	ME	4.263.907	W	85.84
L86	8	ME	4.100.307	W	145.37
L87	9	ME	1.245.954	W	44.72
L88	10	ME	2.505.042	E	56.17
L89	11	ME	6.456.557	E	116.58
L90	12	ME	5.522.077	E	184.29
L91	13	ME	5.970.354	E	174.76
L92	14	ME	4.935.387	E	149.39
L93	15	ME	4.218.171	E	132.55
L94	16	ME	1.416.112	E	35.66
L95	17	ME	5.000.000	E	149.32
L96	18	ME	6.020.297	E	78.51
L97	19	ME	3.822.738	W	140.82
L98	20	ME	5.113.221	W	116.50
L99	21	ME	5.451.392	W	133.50
L100	22	ME	5.603.717	W	92.23
L101	23	ME	5.183.145	E	100.25
L102	24	ME	5.723.614	W	100.00
L103	25	ME	5.735.354	E	145.01

BEARING  
4417042" W  
5433111" W



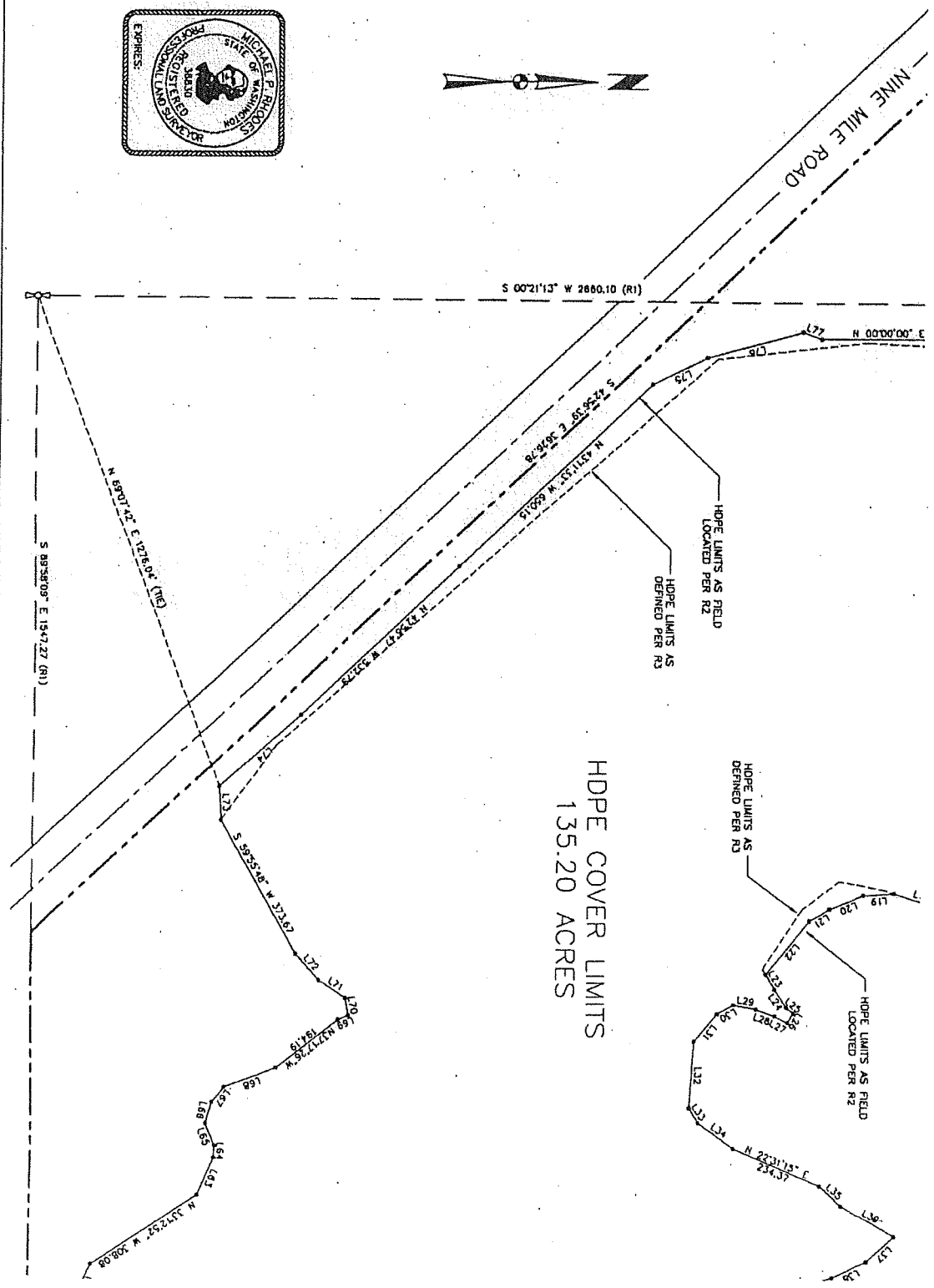
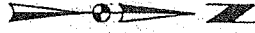
\$ 89,537.50 £ 2375.05

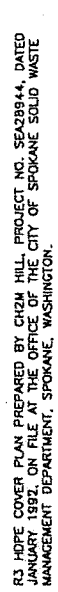
$$\begin{array}{c} 22 \quad 23 \\ \diagdown \quad \diagup \\ \text{---} 209.12 \text{ (R1)} \text{---} \\ \diagup \quad \diagdown \\ 27 \quad 26 \end{array}$$

R2 "AS-BUILT EDGE HOPE COVER" SURVEY BY JAMES F. BENTHIN & ASSOCIATES, DATED 12/08/92, ON FILE AT THE OFFICE OF THE CITY OF SPOKANE SOLID WASTE MANAGEMENT DEPARTMENT, SPOKANE, WASHINGTON.

MANAGEMENT DEPARTMENT, SPOKANE, WASHINGTON.







## EXHIBIT MAP

SHOWING LIMITS OF HDPE COVER AT THE CITY OF SPOKANE NORTHSIDE LANDFILL,  
LOCATED IN THE SOUTH HALF, SECTION 22, THE NORTH HALF, SECTION 27, AND THE  
NORTHWEST QUARTER, SECTION 26, TOWNSHIP 26 NORTH, RANGE 42 EAST, W.M.,  
SPOKANE COUNTY, WASHINGTON

### LEGAL DESCRIPTION (continued)

S 71°04'27" W a distance of 279.49 feet;  
S 73°25'37" E a distance of 338.81 feet;  
S 64°55'43" E a distance of 237.97 feet;  
S 53°14'17" E a distance of 150.71 feet;  
S 24°45'57" E a distance of 34.76 feet;  
S 40°19'45" W a distance of 25.36 feet;

thence, S 63°07'40" W a distance of 153.49 feet to a point which bears N 58°02'00" W a distance of 1859.34 feet from the East Quarter corner, said Section 27;

S 44°00'39" W a distance of 69.23 feet;  
S 67°14'59" W a distance of 150.58 feet;  
S 56°41'15" W a distance of 148.14 feet;  
S 64°29'45" W a distance of 70.77 feet;  
S 68°30'45" W a distance of 67.46 feet;  
S 51°29'01" W a distance of 88.61 feet;  
S 30°49'10" W a distance of 289.97 feet;  
S 42°23'46" W a distance of 89.15 feet;  
S 47°32'42" W a distance of 90.13 feet;  
S 23°17'28" W a distance of 75.64 feet;  
S 31°40'40" W a distance of 60.42 feet;  
S 66°59'39" W a distance of 314.03 feet;  
N 65°47'18" W a distance of 236.77 feet;  
N 33°12'52" W a distance of 308.08 feet;  
N 67°18'29" W a distance of 97.85 feet;  
N 87°42'48" W a distance of 28.07 feet;  
S 68°24'16" W a distance of 57.93 feet;  
N 74°22'32" W a distance of 54.17 feet;  
N 50°20'00" W a distance of 47.01 feet;  
N 19°56'51" W a distance of 136.21 feet;  
N 37°17'26" W a distance of 194.19 feet;  
N 23°30'09" W a distance of 28.21 feet;  
S 79°17'32" W a distance of 42.36 feet;  
S 33°13'00" W a distance of 79.88 feet;  
S 47°33'44" W a distance of 86.84 feet;  
S 59°55'48" W a distance of 373.67 feet;

thence, S 86°17'03" W a distance of 82.24 feet to a point which bears N 69°07'42" E a distance of 1276.04 feet from the West Quarter corner, said Section 27;

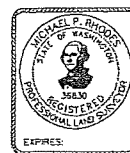
N 41°11'09" W a distance of 265.75 feet;  
N 42°56'47" W a distance of 532.79 feet;  
N 43°11'33" W a distance of 650.15 feet;  
N 25°32'42" W a distance of 150.73 feet;  
N 14°32'34" W a distance of 246.91 feet;  
N 20°16'57" E a distance of 49.04 feet;  
N 00°00'00" E a distance of 425.00 feet;  
N 13°12'00" E a distance of 87.31 feet;

thence, N 05°29'18" W a distance of 130.66 feet to a point which bears S 49°19'31" E a distance of 120.94 feet to the Northwest corner, said Section 27;

N 46°53'49" E a distance of 68.78 feet;  
N 71°16'24" E a distance of 200.56 feet;  
N 51°28'38" E a distance of 44.44 feet;  
N 23°27'27" E a distance of 37.20 feet;  
N 18°01'52" W a distance of 114.43 feet;  
N 27°45'03" W a distance of 145.87 feet;  
N 40°30'50" W a distance of 85.34 feet;  
N 12°48'54" W a distance of 44.72 feet;  
N 25°06'02" E a distance of 56.17 feet;  
N 84°56'57" E a distance of 116.99 feet;  
N 52°20'07" E a distance of 154.29 feet;  
N 59°06'34" E a distance of 124.76 feet;  
N 44°05'58" E a distance of 149.39 feet;  
N 42°18'11" E a distance of 132.55 feet;  
N 51°41'14" E a distance of 36.86 feet;  
N 41°53'57" E a distance of 186.97 feet;

thence, N 00°00'00" E a distance of 78.53 feet to the True POINT-OF-BEGINNING.

Said described parcel contains 135.20 acres (5,889,225.8 square feet), more or less.



303 EAST SECOND AVENUE SPOKANE, WASHINGTON 99202 F (509) 422-2668 F (509) 422-2010	DRAWN BY: MFR DATE: 09/12/09 JOB NO. 989-439	QUALITY CHECK SURVEYING THOMAS, DEAN & HOSKINS, INC. ENGINEERING CONSULTANTS 1001 FALLS-BOTTOM-BOULEVARD-HELEN SPOKANE WASHINGTON 99201
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## EXHIBIT MAP

SHOWING LIMITS OF HOPE COVER AT THE CITY OF SPOKANE NORTHSIDE LANDFILL,  
LOCATED IN THE SOUTH HALF, SECTION 22, THE NORTH HALF, SECTION 27, AND THE  
NORTHWEST QUARTER, SECTION 26, TOWNSHIP 26 NORTH, RANGE 42 EAST, W.M.,  
SPOKANE COUNTY, WASHINGTON

### LEGAL DESCRIPTION

A parcel of land, being a portion of that parcel of land as shown on the Record of Survey filed in Book 50 of Surveys, at Page 68, Records of Spokane County, Washington, located in the South Half, Section 22, the Northwest Quarter, Section 26 and the North Half, Section 27, Township 26 North, Range 42 East, Willamette Meridian, Spokane County, Washington, more particularly described as follows:

COMMENCING at an iron rod monument marking the Southwest corner, said Section 22; thence, N 0°31'13" E along the West line thereof a distance of 946.06 feet; thence, N 89°54'50" E a distance of 437.73 feet; thence, N 50°43'44" E a distance of 259.54 feet; thence, S 88°41'11" E a distance of 280.72 feet to an angle point in the perimeter of an existing High Density Polyethylene cover, the True POINT-OF-BEGINNING for this description.

Thence, along said perimeter the following courses:

N 73°43'13" E a distance of 117.72 feet;  
S 18°01'11" E a distance of 225.96 feet;  
S 13°00'14" E a distance of 92.48 feet;  
S 04°57'15" E a distance of 130.62 feet;  
S 05°42'41" E a distance of 75.57 feet;  
S 11°38'42" W a distance of 78.48 feet;  
S 54°37'31" W a distance of 22.08 feet;  
S 06°01'17" W a distance of 126.79 feet;  
S 11°42'28" E a distance of 238.02 feet;  
S 15°13'18" E a distance of 96.13 feet;  
S 29°50'19" E a distance of 109.09 feet;  
S 47°02'09" E a distance of 80.61 feet;  
N 70°23'20" E a distance of 84.74 feet;  
S 39°15'06" E a distance of 69.68 feet;  
S 53°07'43" E a distance of 78.01 feet;  
S 04°02'02" E a distance of 126.80 feet;  
S 12°54'35" E a distance of 67.72 feet;  
S 22°15'10" W a distance of 81.31 feet;  
S 17°30'53" W a distance of 132.63 feet;  
S 03°55'54" E a distance of 75.18 feet;  
S 22°16'33" E a distance of 89.69 feet;  
S 30°06'49" E a distance of 57.80 feet;  
S 50°15'36" E a distance of 168.79 feet;  
N 57°56'52" E a distance of 43.51 feet;  
N 57°11'06" E a distance of 52.29 feet;  
N 36°53'59" E a distance of 23.13 feet;  
S 58°38'24" E a distance of 27.77 feet;  
S 27°47'52" W a distance of 35.96 feet;  
S 18°51'28" W a distance of 50.12 feet;  
S 10°30'44" W a distance of 57.06 feet;  
S 28°30'05" E a distance of 46.06 feet;  
S 49°57'06" E a distance of 87.90 feet;  
S 86°14'55" E a distance of 161.41 feet;  
N 57°25'32" E a distance of 43.02 feet;  
N 35°00'06" E a distance of 107.11 feet;  
N 22°31'15" E a distance of 234.37 feet;  
N 41°59'16" E a distance of 71.05 feet;  
N 29°55'57" E a distance of 151.13 feet;  
S 42°18'10" E a distance of 91.36 feet;  
S 24°30'43" E a distance of 92.75 feet;  
S 18°53'41" E a distance of 165.55 feet;  
S 50°41'48" E a distance of 156.44 feet;  
S 03°35'50" W a distance of 193.65 feet;  
N 33°02'51" E a distance of 252.80 feet;  
N 02°17'00" E a distance of 143.31 feet;  
N 06°50'48" E a distance of 395.85 feet;  
N 27°12'51" W a distance of 244.71 feet;

thence, N 66°17'05" E a distance of 50.10 feet to a point which bears S 05°26'19" E a distance of 132.84 feet from the South Quarter corner, said Section 22;

S 27°12'48" E a distance of 256.96 feet;  
S 06°50'50" W a distance of 411.17 feet;  
S 02°12'58" W a distance of 184.64 feet;  
S 13°52'18" W a distance of 108.15 feet;  
N 45°45'14" E a distance of 369.71 feet;  
N 90°00'00" E a distance of 515.00 feet;  
S 02°23'51" E a distance of 276.11 feet;  
S 24°26'35" W a distance of 107.74 feet;

**EXHIBIT C**  
**LEGAL DESCRIPTION OF LANDFILL CAP**

A parcel of land; being a portion of that parcel of land as shown on the Record of Survey filed in Book 50 of Surveys, at Page 68, Records of Spokane County, Washington, located in the South Half, Section 22, the Northwest Quarter, Section 26 and the North Half, Section 27, Township 26 North, Range 42 East, Willamette Meridian, Spokane County, Washington, more particularly described as follows:

COMMENCING at an iron rod monument marking the Southwest corner, said Section 22; thence, N 0°31'13" E along the West line thereof a distance of 946.06 feet; thence, N 89°54'50" E a distance of 437.73 feet; thence, N 50°43'44" E a distance of 259.54 feet; thence, S 88°41'11" E a distance of 280.72 feet to an angle point in the perimeter of an existing High Density Polyethylene cover, the True POINT-OF-BEGINNING for this description.

Thence, along said perimeter the following courses:

N 73°43'13" E a distance of 117.72 feet;  
S 18°01'11" E a distance of 225.96 feet;  
S 13°00'14" E a distance of 92.48 feet;  
S 04°57'15" E a distance of 130.62 feet;  
S 05°42'41" E a distance of 75.57 feet;  
S 11°38'42" W a distance of 78.48 feet;  
S 54°37'31" W a distance of 22.08 feet;  
S 06°01'17" W a distance of 126.79 feet;  
S 11°42'28" E a distance of 238.02 feet;  
S 15°13'18" E a distance of 96.13 feet;  
S 29°50'19" E a distance of 109.09 feet;  
S 47°02'09" E a distance of 80.61 feet;  
N 70°23'20" E a distance of 84.74 feet;  
S 39°15'06" E a distance of 69.68 feet;  
S 53°07'43" E a distance of 78.01 feet;  
S 04°02'02" E a distance of 126.80 feet;  
S 12°54'35" E a distance of 67.72 feet;  
S 22°15'10" W a distance of 81.31 feet;  
S 17°30'53" W a distance of 132.63 feet;  
S 03°55'54" E a distance of 75.18 feet;  
S 22°16'33" E a distance of 89.69 feet;  
S 30°06'49" E a distance of 57.80 feet;  
S 50°15'36" E a distance of 168.79 feet;  
N 57°56'52" E a distance of 43.51 feet;  
N 57°11'06" E a distance of 52.29 feet;

N 36°53'59" E a distance of 23.13 feet;  
S 58°38'24" E a distance of 27.77 feet;  
S 27°47'52" W a distance of 35.96 feet;  
S 18°51'28" W a distance of 50.12 feet;  
S 10°30'44" W a distance of 57.06 feet;  
S 28°30'05" E a distance of 46.06 feet;  
S 49°57'06" E a distance of 87.90 feet;  
S 86°14'55" E a distance of 161.41 feet;  
N 57°25'32" E a distance of 43.02 feet;  
N 35°00'06" E a distance of 107.11 feet;  
N 22°31'15" E a distance of 234.37 feet;  
N 41°59'16" E a distance of 71.05 feet;  
N 29°55'57" E a distance of 151.13 feet;  
S 42°18'10" E a distance of 91.36 feet;  
S 24°30'43" E a distance of 92.75 feet;  
S 18°53'41" E a distance of 165.55 feet;  
S 50°41'48" E a distance of 156.44 feet;  
S 03°35'50" W a distance of 193.65 feet;  
N 33°02'51" E a distance of 252.80 feet;  
N 02°17'00" E a distance of 143.31 feet;  
N 06°50'48" E a distance of 395.85 feet;  
N 27°12'51" W a distance of 244.71 feet;

thence, N 66°17'05" E a distance of 50.10 feet to a point which bears S 05°26'19" E a distance of 132.84 feet from the South Quarter corner, said Section 22;

S 27°12'48" E a distance of 256.96 feet;  
S 06°50'50" W a distance of 411.17 feet;  
S 02°12'58" W a distance of 184.64 feet;  
S 13°52'18" W a distance of 108.15 feet;  
N 45°45'14" E a distance of 369.71 feet;  
N 90°00'00" E a distance of 515.00 feet;  
S 02°23'51" E a distance of 276.11 feet;  
S 24°26'35" W a distance of 107.74 feet;  
S 71°04'27" W a distance of 279.49 feet;  
S 73°25'37" E a distance of 338.81 feet;  
S 64°55'43" E a distance of 237.97 feet;  
S 53°14'17" E a distance of 150.71 feet;  
S 24°45'57" E a distance of 34.76 feet;  
S 40°19'45" W a distance of 25.36 feet;

thence, S 63°07'40" W a distance of 153.49 feet to a point which bears N 58°02'00" W a distance of 1859.34 feet from the East Quarter corner, said Section 27;

S 44°00'39" W a distance of 69.23 feet;  
S 67°14'59" W a distance of 150.58 feet;

S 56°41'15" W a distance of 148.14 feet;  
S 64°29'45" W a distance of 70.77 feet;  
S 68°30'45" W a distance of 67.46 feet;  
S 51°29'01" W a distance of 88.61 feet;  
S 30°49'10" W a distance of 289.97 feet;  
S 42°23'46" W a distance of 99.15 feet;  
S 47°32'42" W a distance of 90.13 feet;  
S 23°17'28" W a distance of 75.64 feet;  
S 31°40'40" W a distance of 60.42 feet;  
S 66°59'39" W a distance of 314.03 feet;  
N 65°47'18" W a distance of 236.77 feet;  
N 33°12'52" W a distance of 308.08 feet;  
N 67°18'29" W a distance of 97.85 feet;  
N 87°42'48" W a distance of 28.07 feet;  
S 68°24'16" W a distance of 57.93 feet;  
N 74°22'32" W a distance of 54.17 feet;  
N 50°20'00" W a distance of 47.01 feet;  
N 19°56'51" W a distance of 136.21 feet;  
N 37°17'26" W a distance of 194.19 feet;  
N 23°30'09" W a distance of 28.21 feet;  
S 79°17'32" W a distance of 42.36 feet;  
S 33°13'00" W a distance of 79.88 feet;  
S 47°33'44" W a distance of 86.84 feet;  
S 59°55'48" W a distance of 373.67 feet;

thence, S 86°17'03" W a distance of 82.24 feet to a point which bears N 69°07'42" E a distance of 1276.04 feet from the West Quarter corner, said Section 27;

N 41°11'09" W a distance of 265.75 feet;  
N 42°56'47" W a distance of 532.79 feet;  
N 43°11'33" W a distance of 650.15 feet;  
N 25°32'42" W a distance of 150.73 feet;  
N 14°32'34" W a distance of 246.91 feet;  
N 20°16'57" E a distance of 49.04 feet;  
N 00°00'00" E a distance of 425.00 feet;  
N 13°12'00" E a distance of 87.31 feet;

thence, N 05°29'18" W a distance of 130.66 feet to a point which bears S 48°19'31" E a distance of 120.94 feet to the Northwest corner, said Section 27;

N 46°53'49" E a distance of 68.78 feet;  
N 71°16'24" E a distance of 200.56 feet;  
N 51°28'38" E a distance of 44.44 feet;  
N 23°27'27" E a distance of 37.20 feet;  
N 18°01'52" W a distance of 114.43 feet;  
N 27°45'03" W a distance of 145.87 feet;

N 40°30'50" W a distance of 85.34 feet;  
N 12°48'54" W a distance of 44.72 feet;  
N 25°06'02" E a distance of 56.17 feet;  
N 84°56'57" E a distance of 116.99 feet;  
N 52°20'07" E a distance of 154.29 feet;  
N 59°06'34" E a distance of 124.76 feet;  
N 44°05'58" E a distance of 149.39 feet;  
N 42°18'11" E a distance of 132.55 feet;  
N 51°41'14" E a distance of 36.86 feet;  
N 41°53'57" E a distance of 186.97 feet;

thence, N 00°00'00" E a distance of 78.53 feet to the True POINT-OF-BEGINNING.

Said described parcel contains 135.20 acres (5,889,225.8 square feet), more or less.