After Recording Return to:
John Keeling
Department of Ecology
Northwest Regional Office
3190 160th SE, Bellevue WA

PUBLIC WORKS KITSAP COUNTY 201108220304
Covenants Rec Fee: $ 69.00
08/22/2011 03:04 PM
Walter Washington, Kitsap Co Auditor
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Restrictive (Environmental) Covenant

Grantor: Kitsap County
Grantee: State of Washington, Department of Ecology
Legal:
Section 09 Township 27N Range 2E
E1/2 NE1/4 NW1/4 NE1/4 & NW1/4 NE1/4 NW1/4 NE1/4 & S1/2 NW1/4 NE1/4 & N1/2 SW1/4 NE1/4 & SW1/4 NE1/4 EXC N1/2 & W1/2 SW1/4 SE1/4 NE1/4 PER VOL 149/423
Tax Parcel Nos.: 092702-1-005-2007

Grantor, Kitsap County, hereby binds Grantor, its successors and assigns to the land use restrictions identified herein and grants such other rights under this environmental covenant (hereafter "Covenant") made this 11th day of July 2011 in favour of the State of Washington Department of Ecology (Ecology). Ecology shall have full right of enforcement of the rights conveyed under this Covenant pursuant to the Model Toxics Control Act, RCW 70.105D.030(1)(g), and the Uniform Environmental Covenants Act, 2007 Wash. Laws ch. 104, sec. 12.

This Declaration of Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Kitsap County its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology").

A remedial action (hereafter "Remedial Action") occurred at the property that is the subject of this Covenant. The Remedial Action conducted at the property is described in the following document:

Cleanup Action Plan Hansville Landfill Kitsap County, Washington, dated June, 2011. This document is on file at Ecology's Northwest Regional Office.

This Covenant is required because the Remedial Action resulted in residual concentrations of vinyl chloride which exceed the Model Toxics Control Act Method B Cleanup Level(s) for groundwater established under WAC 173-340-720(4) and the Site Cleanup Levels for arsenic and vinyl chloride specified in Consent Decree No. 95-2-3005-1 and because a conditional point of compliance has been established for groundwater

The undersigned, Kitsap County, is the fee owner of real property (hereafter "Property") in the County of Kitsap, State of Washington that is subject to this Covenant. The Property is legally described as follows:

Section 09 Township 27N Range 2E
E1/2 NE1/4 NW1/4 NE1/4 & NW1/4 NE1/4 NW1/4 NE1/4 & S1/2 NW1/4 NE1/4 & N1/2 SW1/4 NE1/4 & SW1/4 NE1/4 EXC N1/2 & W1/2 SW1/4 SE1/4 NE1/4 PER VOL 149/423

Kitsap County makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, as provided by law and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereafter "Owner").

Section 1. No groundwater may be taken from the property for domestic, agricultural, or industrial use except for collection of samples from monitoring wells or maintenance activities or as otherwise provided for in the Consent Decree and Cleanup Action Plan.

The Property contains three former landfill units with engineered caps. The Owner shall not alter, modify, or remove any existing cap in any manner that may result in the release or exposure to the environment contamination or create a new exposure pathway without prior written approval from Ecology.

Section 2. Any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited.

Section 3. Any activity on the Property that may result in the release or exposure to the environment of a hazardous substance that remains on the Property as part of the Remedial

Action, or create a new exposure pathway, is prohibited without prior written approval from Ecology.

Section 4. The Owner of the property must give thirty (30) day advance written notice to Ecology of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Remedial Action.

Section 5. The Owner must restrict leases to uses and activities consistent with the Covenant and notify all lessees of the restrictions on the use of the Property.

Section 6. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Covenant. Ecology may approve any inconsistent use only after public notice and comment.

Section 7. The Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Remedial Action; to take samples, to inspect remedial actions conducted at the property, to determine compliance with this Covenant, and to inspect records that are related to the Remedial Action.

Section 8. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument may be recorded only if Ecology, after public notice and opportunity for comment, concurs.

BOARD OF COMMISSIONERS STATE OF WASHINGTON KITSAP COUNTY

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

CHARLOTTE GARRIDO, Chair

ROBERT GELDER, Commissioner

JOSH BROWN, Commissioner

ATTEST:

Dana Daniels, Clerk of the Board

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

_____

[Name of Person Acknowledging Receipt]
[Title]

Dated: _____

Restrictive (Environmental) Covenant

Section 09 Township 27N Range 2E
E1/2 NE1/4 NW1/4 NE1/4 & NW1/4 NE1/4 NW1/4 NE1/4 & S1/2 NW1/4 NE1/4 & N1/2 SW1/4 NE1/4 & SW1/4 NE1/4 EXC N1/2 & W1/2 SW1/4 SE1/4 NE1/4 PER VOL 149/423
Tax Parcel Nos.: 092702-1-005-2007

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY GRANTEE

Robert Warren

Dated: 8/17/11

[INDIVIDUAL ACKMOWLEDGEMENT]

STATE OF Washington
COUNTY OF King

On this 17 day of August, 2011. I certify that Bob Warren personally appeared before me, and acknowledge that he is the individual described herein and who executed the within and foregoing instrument and signed the same as his free and voluntary act and deed for the used and purposes therein mentioned.

Nida Taylor

Expires: May 21, 2012

NIDA J. TAYLOR
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
MAY 21, 2012

[INDIVIDUAL ACKNOWLEDGMENT]

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20__, I certify that _____ personally appeared before me, and acknowledged that **he/she** is the individual described herein and who executed the within and foregoing instrument and signed the same at **his/her** free and voluntary act and deed for the uses and purposes therein mentioned.

_____
Notary Public in and for the State of Washington, residing at _____.
My appointment expires _____.

[CORPORATE ACKNOWLEDGMENT]

STATE OF Washington
COUNTY OF Kitsap

On this 11th day of July, 2011, I certify that the Kitsap County Board of personally appeared before me, acknowledged that ~~he/she~~ they are the Commissioners of Commissioners the corporation that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that **he/she** was authorized to execute said instrument for said corporation.

DANA DANIELS
COMMISSION EXPIRES
NOTARY
PUBLIC
12-15-13
STATE OF WASHINGTON

Dana Daniels
Notary Public in and for the State of Washington, residing at
Port Orchard
My appointment expires 12-15-2013.

[REPRESENTATIVE ACKNOWLEDGEMENT]

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20__, I certify that _____ _____ personally appeared before me, acknowledged that **he/she** signed this instrument, on oath stated that **he/she** was authorized to execute this instrument, and acknowledged it as the

_____ [type of authority] of _____ [name of party being represented] to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

_____
Notary Public in and for the State of Washington, residing at _____.
My appointment expires _____.

Exhibit A
Legal Description

Section 09 Township 27N Range 2E
E1/2 NE1/4 NW1/4 NE1/4 & NW1/4 NE1/4 NW1/4 NE1/4 & S1/2 NW1/4 NE1/4 & N1/2 SW1/4 NE1/4 & SW1/4 NE1/4 EXC N1/2 & W1/2 SW1/4 SE1/4 NE1/4 PER VOL 149/423