

**RECEIVED**

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DEPT OF ECOLOGY

After Recording Return to:  
Madeline Wall  
Department of Ecology  
Northwest Regional Office  
3190 160<sup>th</sup> Ave SE  
Bellevue, WA 98008-5452

**PACIFIC NW TITLE** 201106300193

Covenants Rec Fee: \$ 69.00

06/30/2011 02:43 PM

Walter Washington, Kitsap Co Auditor

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## Restrictive (Environmental) Covenant

**Grantor:** Waste Management of Washington, Inc., a Delaware corporation,  
Successor by Merger to Olympic View Sanitary Landfill, Inc., a Washington  
corporation formerly known as Kitsap County Sanitary Landfill, Inc.

**Grantee:** State of Washington, Department of Ecology

**Legal:** SE ¼ / SE 1/4, 3 - 23N - 1W, W.M.  
NE ¼ / NE ¼, 10 - 23N - 1W, W.M.  
NW ¼ / NE ¼, 10 - 23N - 1W, W.M.  
SW ¼ / NE 1/4, 10 - 23N - 1W, W.M.  
SE ¼ / NW ¼, 10 - 23N - 1W, W.M.  
NE ¼ / SE ¼, 10 - 23N - 1W, W.M.  
NW ¼ / SE ¼, 10 - 23N - 1W, W.M.  
E ½ / SW ¼, 10 - 23N - 1W, W.M.  
W ½ / NW ¼, 10 - 23N - 1W, W.M.  
SW ¼ / SW ¼, 10 - 23N - 1W, W.M.  
W ½ / NW ¼ / SW ½, 10 - 23N - 1W, W.M.

"Said document(s) were filed for  
record by Pacific Northwest Title as  
accommodation only. It has not been  
examined as to proper execution or  
as to its effect upon title"

### Tax Parcel

**Nos.:** 102301-1-002-1004 - 39.83 Acres  
102301-1-003-1003 - 30.00 Acres  
102301-4-001-1009 - 37.50 Acres  
102301-2-028-1002 - 38.78 Acres  
102301-4-002-1008 - 20.00 Acres  
102301-1-001-1005 - 40.00 Acres  
102301-1-004-1002 - 36.57 Acres  
102301-1-005-1001 - 8.27 Acres  
102301-3-001-1001 - 134.94 Acres  
192501-1-009-2004 - 20.00 Acres

**Cross Reference:** None

Grantor, Waste Management of Washington, Inc., 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 18th day of April, 2011 in favor 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 Waste Management of Washington, Inc., 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, Olympic View Sanitary Landfill, Kitsap County, Washington, Washington State Department of Ecology, December 2010

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, trichloroethylene, arsenic, iron, manganese, and ammonia which exceed the Model Toxics Control Act Method B Cleanup Levels for groundwater established under WAC 173-340-720.

And

This Restrictive Covenant is required because a conditional point of compliance has been established for groundwater.

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The undersigned, Waste Management of Washington, Inc., 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 in Exhibit A of this covenant and made a part hereof by reference.

Waste Management of Washington, Inc. 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.

1. No groundwater may be taken from the Property for drinking, cooking, or personal washing. The use of groundwater for other purposes must be approved in writing by Ecology.
2. Any activity on the Property that may result in the release or exposure to the environment of the waste contained in the landfill, or create a new exposure pathway, is prohibited. Some examples of activities that are prohibited in the capped areas include: drilling, digging, placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capability, piercing the surface with a rod, spike or similar item, bulldozing or earthwork, unless such activities are conducted in accordance with the landfill Operations and Maintenance Plan approved by Ecology or prior written approval of the activity has been obtained 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.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

WASTE MANAGEMENT OF WASHINGTON, INC.

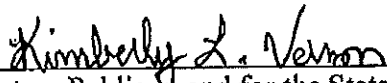


Steven D. Richtel  
Group Director, Closed Site Management Group

Dated: 4/25/11

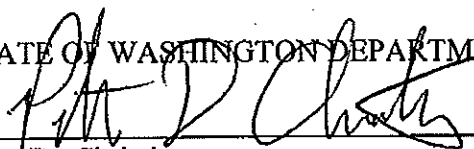
STATE OF COLORADO  
COUNTY OF DOUGLAS

On this 25<sup>th</sup> of April, 2011, I certify that Steven D. Richtel personally appeared before me, acknowledged that he is the Group Director, Closed Site Management Group, of the corporation that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument for said corporation.

  
Notary Public in and for the State of  
Colorado, residing at 8830 Cherokee Cir., Parker, CO  
My appointment expires \_\_\_\_\_ 80134  
**My Commission Expires  
October 24, 2012**

KIMBERLY L. VERNON  
NOTARY PUBLIC  
STATE OF COLORADO

STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

  
Peter D. Christiansen  
Section Manager, Waste 2 Resources Program

Dated: 9 JUNE 2011

**Exhibit A**  
**Legal Description**

Account No. 102301-1-001-1005

The Northeast Quarter of the Northeast Quarter, Section 10, Township 23 North, Range 1 West, W.M., in Kitsap County, Washington

Account No. 102301-01-002-1004

The Northwest Quarter of the Northeast Quarter of Section 10, Township 23 North, Range 1 West, W.M., in Kitsap County, Washington, lying northerly of the Barney-White Road, as it existed prior to 1937; EXCEPT any portion within Barney White Road.

Account No. 102301-1-004-1002

The Southeast Quarter of the Northeast Quarter of Section 10, Township 23 North, Range 1 West, W.M., in Kitsap County, Washington; EXCEPT that portion conveyed to Kitsap county for Masales Road per Auditor's File No. 518278.

Account No. 102301-1-003-1003

That portion of the Southwest Quarter of the Northeast Quarter, Section 10, Township 23 North, Range 1 West, W.M., in Kitsap County, Washington, lying southerly of the Barney White Road as it existed prior to 1937; EXCEPT Barney White Road

Account No. 102301-1-005-1001

That portion of the Southwest Quarter of the Northeast Quarter of Section 10, Township 23 North, Range 1 West W.M., in Kitsap County, Washington, lying northerly of the Barney White Road, as it existed prior to 1937.

Account No. 102301-2-028-1002

The Southeast Quarter of the Northwest Quarter of Section 10, Township 23 North, Range 1 West, W.M., in Kitsap County, Washington, less portions described as follows: Beginning at the Southwest corner of the Southeast Quarter of the Northwest Quarter of Section 10, Township 23 North, Range 1 West, W.M., in Kitsap County, Washington, and proceeding thence along the west line of said Southeast Quarter of the Northwest Quarter northly 0 degrees 58' 51" west 1343.81 feet; thence along the north line of said Southeast Quarter of the

Northwest Quarter north 85 degrees 10' 50" east 59.53 feet; thence south 0 degrees 07' 51" East 1345.27 feet; thence along the souly line of said Southeast Quarter of the Northwest Quarter south 85 degrees 09' 12" west 39.53 feet to the point of beginning; TOGETHER WITH AN EASEMENT for ingress, egress and utilities over, under and across the existing road running in a southeasterly direction from the Old Belfair Highway across Parcel 1 as described in deed recorded under Auditor's File No. 561298.

Account No. 102301-4-001-1009

The Northeast Quarter of the Southeast Quarter, Section 10, Township 23 North, Range 1 West, W.M.; LESS portion taken by the United States of America for Bremerton naval yard Railroad right-of-way; situate in Kitsap County, Washington.

Account No. 102301-4-002-1008

The East Half of the Northwest Quarter of the Southeast Quarter, Section 10, Township 23 North, Range 1 West, W.M., in Kitsap County, Washington, except that portion if any lying within Masales Road.

Account No. 102301-3-001-1001

Parcel A: The East Half of the Southwest Quarter, Section 10, Township 23 North, Range 1 West, W.M., in Kitsap County, Washington; except that portion thereof conveyed to the United States of America by deed recorded under Auditor's file number 414305.

Parcel B: The West Half of the Northwest Quarter of the Southeast Quarter, Section 10, Township 23 North, Range 1 West, W.M., in Kitsap County, Washington.

Parcel C: The Southwest Quarter of the Southwest Quarter, Section 10, Township 23 North, Range 1 West, W.M., in Kitsap County, Washington.

Parcel D: That portion of the West Half of the Northwest Quarter of the Southwest Quarter, Section 10, Township 23 North, Range 1 West, W.M., in Kitsap County, Washington, lying south of Miller Road.

\*\*\* END OF EXHIBIT A \*\*\*