

201510010049 LPATTER 7 PGS
10/01/2015 08:32:38 AM \$78.00
AUDITOR, Pierce County, WASHINGTON

201508260342 GRACKEN 6 PGS
08/26/2015 12:21:46 \$77.00
AUDITOR, Pierce County, WASHINGTON

After Recording Return to:

Mohsen Kourehdar
Toxics Cleanup Program
Department of Ecology
Southwest Regional Office
P.O. Box 47775
Olympia, WA 98504-7775

RECEIVED
OCT 2 12 2015
WA State Department
of Ecology (SWRNO)

AUDITOR'S NOTE
LEGIBILITY FOR RECORDING AND COPYING UN-
SATISFACTORY IN A PORTION OF THIS INSTRU-
MENT WHEN RECEIVED

ENVIRONMENTAL COVENANT

Grantor:	Daniel J. Silver, Trustee of the B&L Woodwaste Custodial Trust
Grantee:	State of Washington, Department of Ecology
Abbreviated Legal:	SE ¼ SW ¼ of Section 5, Township 20, Range 4 E.W.M. Complete Legal Description on Page <u>3</u> of Document
Tax Parcel No.:	0420053065
Auditor's Reference Number(s):	None

Grantor, Daniel J. Silver, Trustee of the B&L Woodwaste Custodial Trust, 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 24th day of August, 2015 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, RCW 64.70.

This Declaration of Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Daniel J. Silver, Trustee of the B&L Woodwaste Custodial Trust, his successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology").

A remedial action (hereafter "Remedial Action") is occurring at the Property that is the subject of this Covenant. The Remedial Action conducted at the Property is described in documents on file at Ecology's Southwest Regional Office ("Site Documents"), including the following:

1. Final Cleanup Action Plan for B&L Woodwaste Site (October 1991)
2. Final Engineering Design Report (1992)
3. Closure Report B&L Landfill (1994)
4. Final Cleanup Action Plan, B&L Woodwaste Site (January 2008)
5. Engineering Design Report, B&L Woodwaste Site (July 2009)
6. Engineering Design Report Addendum 1 (Barrier Wall and Interceptor Trench), B&L Woodwaste Site (April 2009)
7. Engineering Design Report Addendum 2 (End-of-Plume In-situ Treatment), B&L Woodwaste Site (December 2009)
8. Engineering Alternatives Evaluation (December, 2010)
9. Engineering Design Report Addendum 3 (Groundwater Recovery and Treatment System), B&L Woodwaste Site (April 2011)
10. Engineering Design Report Addendum 4 (Ditch Sediment Cleanup), B&L Woodwaste Site (August 2012)
11. Operations, Maintenance, and Monitoring Plan, B&L Woodwaste Site (May 2013)

This Covenant is required because there are concentrations of arsenic on the Property that exceed the Model Toxics Control Act Cleanup Levels for groundwater (5 µg/L) and for soil (20 mg/kg) established under WAC 173-340-720 and WAC 173-340-740, respectively, which were selected as the cleanup levels for the site that includes this Property. Arsenic at concentrations greater than 5 µg/L is estimated to be present to a depth of approximately 15 to 25 feet below ground surface.

This Covenant is also required because the Property is a closed solid waste landfill that is regulated under Chapter 173-304 WAC, Minimum Functional Standards for Solid Waste Handling. The approximate boundaries of groundwater containing arsenic at concentrations exceeding 5 µg/L, and of the solid waste landfill, are shown in Figure 1, attached hereto and by this reference incorporated herein.

The undersigned, Daniel J. Silver, Trustee of the B&L Woodwaste Custodial Trust, is the fee owner of real property ("Property") in the County of Pierce, State of Washington, that is subject to this Covenant. The Property is legally described as follows:

That portion of the Southeast Quarter of the Southwest Quarter of Section 5, Township 20 North, Range 4 East of the Willamette Meridian lying South and East of the right of way of the Puget Sound Electric Railway Company.

EXCEPT that portion thereof described as follows:

Beginning at the Northeast corner of the Southeast Quarter of the Southwest Quarter of Section 5, Township 20 North, Range 4 East of the Willamette Meridian; thence South 843 feet to a stone monument; thence North 72°41' West 502.5 feet to a stone monument; thence North 36°18' West 311.9 feet to a stone monument on the right of way of the Puget Sound Electric Railway Company; thence Northeasterly along said right of way to a point on the North boundary line of said quarter quarter Section; thence East 20 feet along the North boundary of said quarter quarter Section to the point of beginning.

ALSO, EXCEPT that portion thereof lying Easterly of 77th Avenue East (Fife Way); and

ALSO, EXCEPT 77th Avenue East (Fife Way).

Daniel J. Silver, Trustee of the B&L Woodwaste Custodial Trust (hereafter "Owner") 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.

Section 1. The Owner shall allow authorized representatives of Ecology the right to enter the Property at any time for the purpose of conducting and evaluating compliance with the Remedial Action (including, but not limited to, in-situ groundwater treatment, groundwater extraction, surface water discharge of treated water, and monitoring), to take samples, to inspect remedial actions conducted at or adjacent to the Property, to determine compliance with this Covenant, and to inspect records that are related to the Remedial Action.

Section 2. 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 3. 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 4. 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 5. Any activity on the Property that may interfere with the Remedial Action and/or the protectiveness of the landfill closure, operation and maintenance, monitoring, or other measures necessary to assure the integrity of the Remedial Action, or which could interfere with the continued protection of human health and the environment, is prohibited without prior written approval from Ecology, unless specifically allowed in the Operations, Maintenance, and Monitoring Plan. The physical components of the Remedial Action presently located on the Property are described in the Site Documents and summarized here. These include, but are not limited to: landfill cap; landfill stormwater collection system; landfill gas venting system; landfill perimeter roadway; fencing and gates; monitoring wells; subsurface barrier wall; interceptor trench system, including active and passive pipelines, lift stations, stormwater ponds with overflow to adjacent agricultural ditch system, pond outfalls, subsurface electrical conduit and vaults, electrical breaker panel, control panel, and electrical service poles; electrical and telephone service; landfill settlement survey markers; piezometers with pressure transducers; groundwater treatment plant with subsurface water service supply line, fire suppression service supply line, sewer lift station, and sewer line; groundwater treatment building; groundwater recovery wells and well vaults; subsurface groundwater recovery piping and electrical conduit; aboveground controls kiosks; and stormwater collection ditches. These components are expected to remain on the Property indefinitely as part of the Remedial Action. The Remedial Action may require additional physical components to achieve the cleanup objectives described in the Site Documents.

Section 6. 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, unless specifically allowed in the Operations, Maintenance, and Monitoring Plan. Some examples of activities that are prohibited within the boundaries of the

landfill 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.

Section 7. No groundwater may be taken for any use or purpose, except for those uses and purposes needed to support the Remedial Action as described in the Site Documents. Groundwater may not be taken anywhere on the Property at such a rate that hydraulic gradients are affected in ways that have the potential to spread arsenic contamination or interfere with the Remedial Action.

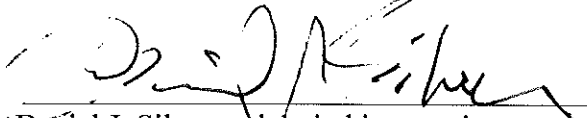
Section 8. No water supply well may be constructed on the B&L Landfill or within 1,000 feet from the boundary of the B&L Landfill, as provided in WAC 173-160-171(3)(b)(vi).

Section 9. Notice to Ecology under this Covenant shall be provided to:

Toxics Cleanup Program
Southwest Regional Office
Department of Ecology
P.O. Box 47600
Olympia, WA 98504-7600

Section 10. 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 when conditions requiring environmental covenants on the Property no longer exist, and only if Ecology, after public notice and opportunity for comment, concurs.

DANIEL J. SILVER, TRUSTEE OF THE
B&L WOODWASTE CUSTODIAL TRUST



Daniel J. Silver, solely in his capacity as
Trustee of the B&L Woodwaste Custodial
Trust

Dated: August 24, 2015

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY



James Pendowski
Toxics Cleanup Program Manager

Dated: 8/14/15

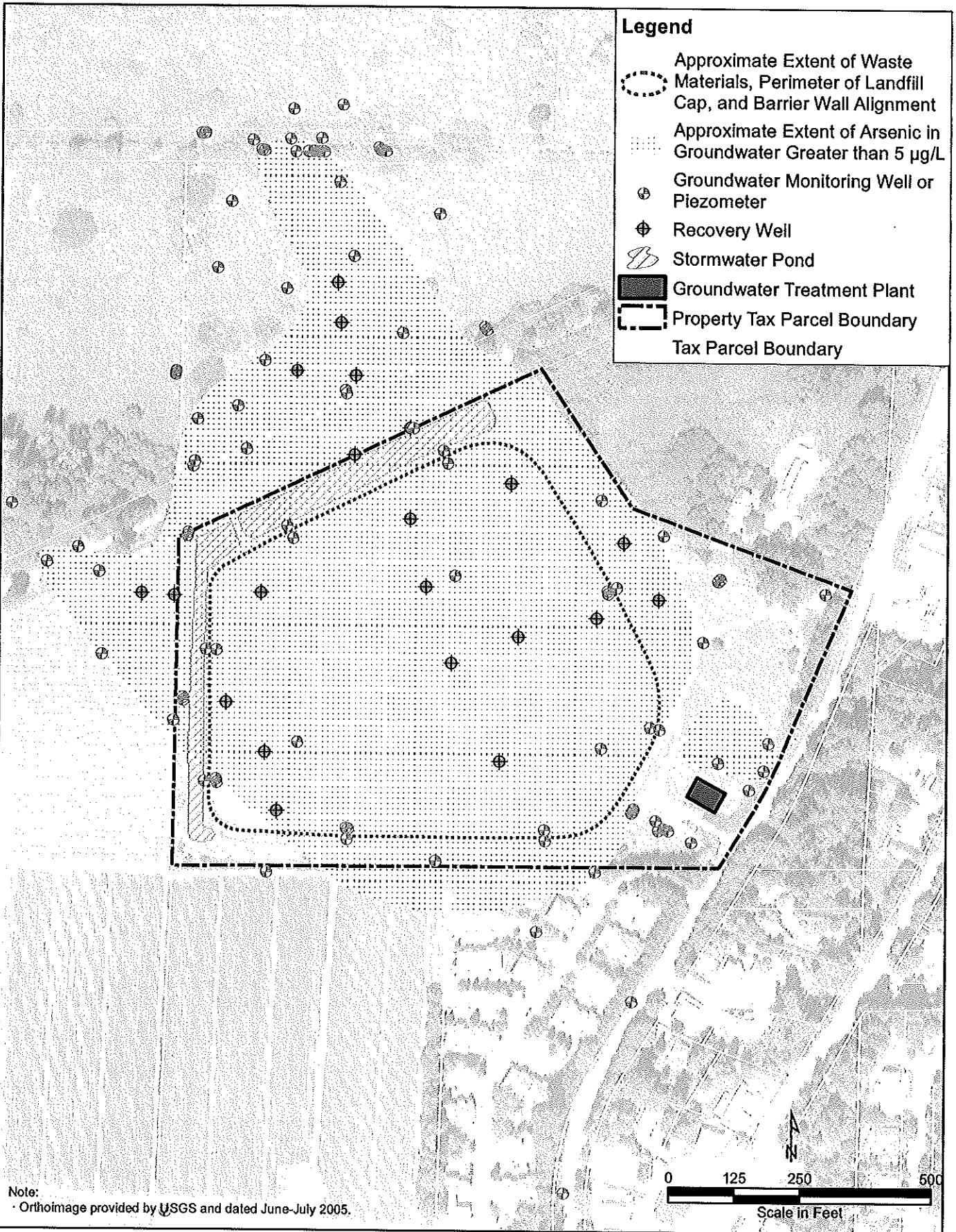


Figure 1