

Mica Landfill #632  
J1A75 - SIC #  
Sandra Treccani, site  
mgr.

RECEIVED

MAY 29 2007

DEPARTMENT OF ECOLOGY  
EASTERN REGIONAL OFFICE

DECLARATION OF RESTRICTIVE COVENANTS  
RUNNING WITH THE LAND

This Declaration of Restrictive Covenants is made pursuant to RCW 70.105D 030(1)(f) and (g) and WAC 173-340-440 by Spokane County, its successors and assigns. The Washington State Department of Ecology, its successors and assigns, hereinafter referred to as "Ecology," has ordered this restrictive covenant be placed on the Property in conjunction with Consent Decree No. 03202743-4 (hereinafter referred to as the Consent Decree)

The property that is the subject of this Declaration of Restrictive Covenants is the subject of remedial action under Chapter 70.105D RCW. The work that will be done to clean up the property and conduct long-term operation and maintenance (hereinafter referred to as "Cleanup Action") is described in Washington State Department of Ecology Consent Decree No. 03202743-4, in attachments to the Decree, and in documents referenced in the Decree. This Declaration of Restrictive Covenants is required by Ecology under Ecology's rule WAC 173-340-440 because the Cleanup Action on the Site will result in residual concentrations of hazardous substances exceeding Method B cleanup levels for groundwater as established under WAC 173-340-720.

The Declarant, Spokane County, is the fee owner of real property, hereinafter referred to as "Property," situated in Spokane County, Washington that is the subject of this Declaration of Restrictive Covenants. The Property is commonly known as the Mica Landfill and is legally described as follows:

44116 9048  
14-24-44 N1/2 OF NW1/4 & N400FT OF SW1/4 OF NW1/4 LYG ELY OF HIDDEN  
HOLLOW DR RD

44113 9007  
11 24 44 S1/2 OF SW1/4

44151 9014  
15-24-44 PIN NE1/4 DAF; BEG AT NE SEC COR 1H W800FT TH S  
1320FT TH E TO E SEC LN TH N TO POB

The Declarant, Spokane County, makes the following declarations 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 claiming under them, including all current and future owners of any portion of or interest in the Property (hereinafter referred to as "Owner"). The restrictive covenants declared and established herein shall be interpreted and construed so as to accomplish the goals of the Consent Decree.

**SECTION NO. 1:**

No wells may be drilled, nor groundwater extracted, for any use, except for purpose of groundwater and gas monitoring within the Property as required by the Consent Decree.

**SECTION NO. 2:**

The Owner of the Property shall maintain fences and locked gates around the property and shall perform regular inspections to assure that the restrictions on access to the Property are effective

**SECTION NO. 3:**

No person shall engage in any activity within the boundaries of the Property that may result in the release of hazardous substances which were contained in the remedial action. Construction activities encompassing footings, utilities, pilings, parking areas or other requirements associated with ground level structures, shall be deemed non-interference activities within the meaning of this paragraph, so long as such activities do not involve any ground disturbance more than 45 feet below the existing surfaces.

**SECTION NO. 4:**

The Owner shall prohibit any activity on the Property that would threaten the structural integrity of the landfill cap or otherwise interfere with the Cleanup Action, operation and maintenance, monitoring, or other measures necessary to assure the integrity of the remedial action and continued protection of human health and the environment.

**SECTION NO. 5:**

The Owner must give written notice to Ecology, or to a successor agency, of the Owner's intent to convey any interest in the Property at least thirty (30) days prior to such conveyance. 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 Cleanup Action on the Property.

**SECTION NO. 6:**

The Owner shall include in any lease of the Property provisions restricting uses and activities under such Lease to those consistent with these covenants.

**SECTION NO. 7:**

In the event that the Owner proposes to use the Property in a manner which is inconsistent in any way with these restrictive covenants, such person must give prior written notice to Ecology of its proposal. No person shall use the Property in any manner inconsistent with these restrictive covenants without prior written consent of Ecology.

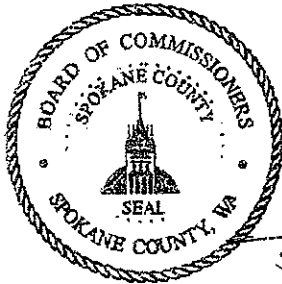
**SECTION NO. 8:**

Ecology and its designated representatives shall have the right to enter the Property at reasonable times for the purpose of evaluating compliance with the Consent Decree, including the right to take samples, inspect any remedial actions taken on the property, inspect records, and to observe compliance with these restrictive covenant provisions.

**SECTION NO. 9:**

The Owner reserves the right under WAC 173-340-440(12) to record an instrument that provides that this Declaration of Restrictive Covenants shall no longer be of any further force or effect. However, such an instrument may be recorded only with the consent of Ecology or its successor agency. Ecology or its successor agency may consent to the recording of such an instrument only after appropriate public notice and opportunity for comment to occur.


IN WITNESS WHEREOF, Declarant has caused this instrument to be signed and sealed on its behalf by its officer thereunto duly authorized this 29th day of May, 2007.



**ABSENT**

Mark Richard, Chair

ATTEST:

  
Bonnie Mager, Vice-Chair



Daniela Erickson  
Clerk of the Board

  
Todd Mielke, Commissioner

(Authorized under Resolution No. 2003-0368)