



200202060227
 Page: 1 of 6
 02/06/2002 12:43P
 Kitsap Co, WA

PUBLIC WORKS KITSAP CO

COVEN

\$14.00

AFTER RECORDING MAIL TO:
 Kitsap County Department of Public Works,
 Solid Waste Division
 614 Division Street, MS-27
 Port Orchard, WA 98366

DOCUMENT TITLE: Restrictive Covenant
 GRANTOR(S): Kitsap County
 GRANTEE(S): Washington State Department of Ecology
 LEGAL DESCRIPTION: NE 1/4 NW 1/4, Section 33, Township 25, Range 02
 REFERENCE NUMBER: 1317700
 ASSESSOR'S PROPERTY TAX
 PARCEL/ACCOUNT NUMBER: 332502-2-001-2001

**RESTRICTIVE COVENANT
 BAINBRIDGE ISLAND LANDFILL PROPERTY**

This Declaration of Restrictive 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

Restrictive Covenant. The Remedial Action conducted at the property is described in the following documents: 1) Consent Decree, dated April 25, 2001 and filed in the Superior Court of Kitsap County Cause Number 01-2-01375-2 on May 16, 2001; and 2) Cleanup Action Plan, dated April 2001. These documents are on file at Ecology's Northwest Regional Office (NWRO).

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of certain hazardous substances that exceeded the Model Toxics Control Act Method B Residential Cleanup Level for Groundwater (WAC 173-340-720) and Soil (WAC 73-340-740), as described in the RI/FS for the Bainbridge Island Landfill, dated November 1, 2000.

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 Restrictive Covenant. The Property boundaries are depicted in Attachment A. The Property is legally described as: Northeast ¼ Northwest ¼ of Section 33 Township 25 Range 02 WM Kitsap County Washington.

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. 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 2. Unless authorized by the Cleanup Action Plan or this Restrictive Covenant, 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 3. Unless authorized by the Cleanup Action Plan, the Owner will not withdraw groundwater from the Property.



Section 4. The Owner of the Property must provide thirty (30) days advance written notice to Ecology regarding the Owner's intent to convey any interest in Property. No conveyance of title, easement, or 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 Restrictive Covenant and notify all lessees of the restrictions on the use of the Property.

Section 6. 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, and to inspect records that are related to the Remedial Action.

Signed this 4th day of February, 2002.

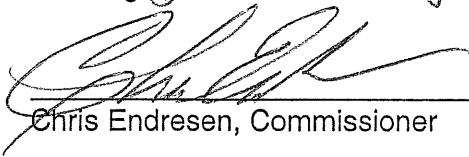
BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON



Tim Botkin, Chair

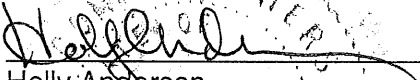


Jan Angel, Commissioner

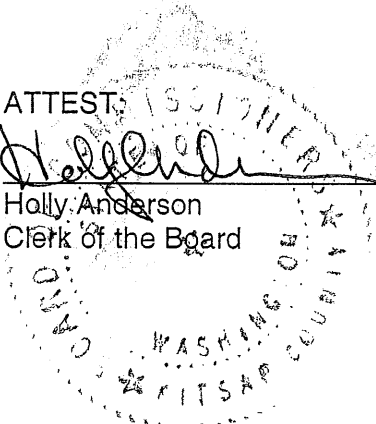


Chris Endresen, Commissioner

ATTEST:



Holly Anderson
Clerk of the Board



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Page: 3 of 6

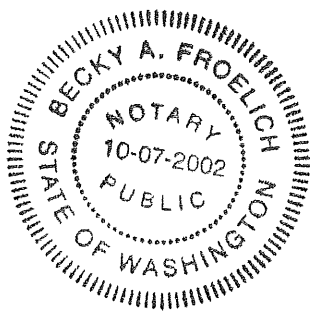
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Kitsap Co, WA

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this 17th day of February, 2002, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Tim Botkin, Jan Angel, and Chris Endresen**, to me known to be the persons who signed as **Commissioners**, of **Kitsap County**, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of **Kitsap County** for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument on behalf of said **Kitsap County**.

IN WITNESS WHERE OF I have hereunto set my hand and official seal the day and year first above written.



Becky A. Froelich
(Signature of Notary)

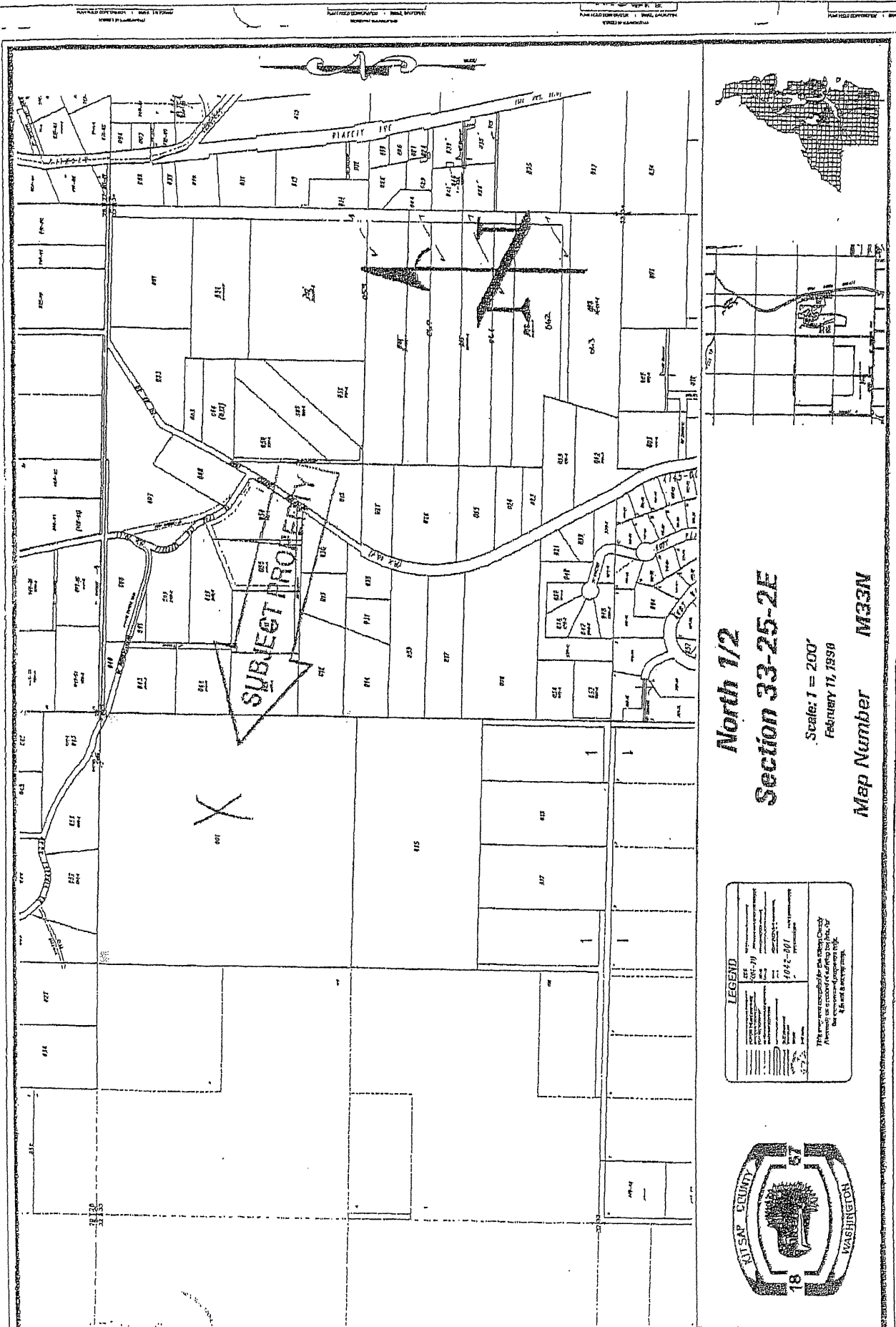
Becky A. Froelich
(Print or stamp name of Notary)
NOTARY Public in and for the State of
Washington, residing at Kitsap County

My appointment expires: 10/17/2002



200202060227
Page: 4 of 8
02/06/2002 12:43P
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ATTACHMENT A



North 1/2
Section 33-25-2E

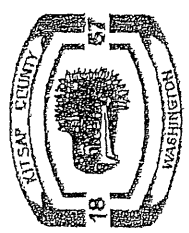
Scale: 1 = 200'
February 11, 1998

Map Number M33N

LEGEND

1	Plat
2	Section
3	Township
4	Range
5	County
6	State

This map was prepared for the Kitsap County Auditor's Office.
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200202060227
Page: 6 of 6
02/06/2002 12:43P
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