

No. 10-0832

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN AMENDED)
RESTRICTIVE COVENANT REGARDING)
SPOKANE COUNTY GREENACRES LANDFILL)

RESOLUTION

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County ("Board") has the care of county property and the management of county funds and business; and

WHEREAS, Spokane County entered into a Consent Decree with the Washington State Department of Ecology ("DOE") regarding the Greenacres Landfill denominated as Consent Decree No. DE98TC-E105 ("Consent Decree"). Under the Consent Decree Spokane County agreed, pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440, to executive Restrictive Covenant(s) on that portion of the Greenacres Landfill owned by the County; and

WHEREAS, a Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of hazardous substances which exceed the Model Toxics Control Act method B cleanup level for groundwater and soil established under WAC 173-340-720 and 740; and.

WHEREAS, EPA and Ecology have reviewed the Restrictive Covenant executed by Spokane County under Resolution No. 2000-0294, and requested Spokane County amend certain language in Sections 2 and 3 of that Restrictive Covenant.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, pursuant to the Consent Decree, RCW 70.105D.030(1)(f) and (g), and WAC 173-340-440 that either the Chairman of the Board or a majority of the Board be and is hereby authorized to execute that document entitled "RESTRICTIVE COVENANT – Spokane County, Greenacres Landfill," pursuant to which Spokane County will execute an Amended Restrictive Covenant on the Greenacres Landfill to regulate uses of the landfill property to insure the integrity of the Final Cleanup Action Plan (FCAP) which the County is performing at the Landfill.

PASSED AND ADOPTED this 28th day of Sept., 2010.



BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

[Signature]
MARK RICHARD, Chair

ATTEST:

[Signature]
Daniela Erickson
Clerk of the Board

[Signature]
BONNIE MAGER, Vice-Chair

[Signature]
TODD MIELKE, Commissioner

Submitted to Spokane County Auditor's Office 9/29/10. We should receive the fully recorded copy in approximately a week (at which time I will forward a copy to you).

Spokane County Auditor's Office
Vicky Dalton, Auditor
P.O. Box 2353
Spokane, WA 99210

Receipt: 0084200

Product	Name	Extended
COV	Covenant	\$0.00
# Pages 6, Document # 5938263		
Total		\$0.00
Change (Cash)		\$0.00

Thank You!

9/29/10 1:13 PM Iraynor

Thank you,
Cindy Grasso
Spokane County Utilities
477-7283

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RESTRICTIVE COVENANT

Spokane County, Greenacres Landfill

This Declaration of Restrictive Covenant 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 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. DE 98TC-E105.

The Greenacres Landfill is the subject of a Remedial Action being conducted by Ecology pursuant to the Final Cleanup Action Plan (FCAP). The FCAP completed by Ecology on December 21, 1992, is on file at Ecology's Eastern Regional Office in Spokane, Washington.

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of hazardous substances which exceed the Model Toxics Control Act method B cleanup level for groundwater and soil established under WAC 173-340-720 and 740. The Declarant is the owner of real property, hereinafter referred to as "Property," situated in Spokane County, Washington, which is subject to a reversionary clause. The Property, Tax Parcel: 55166.9149, is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. The Property is commonly known as the Greenacres Landfill.

The Declarant adopts the following restrictions on the Property, as described in Exhibit "A", as covenants that run with the land. Such covenants shall be binding on Declarant, its heirs, successors, and assigns.

SECTION NO. 1:

No wells may be drilled, nor groundwater extracted, for any use, except for purposes of groundwater and gas monitoring within the Property.

SECTION NO. 2:

The Declarant shall limit access to the Property and prohibit development of areas covered by the low-permeability landfill cover and associated remedy components, and prohibit activities on the property that may interfere with the cleanup action, operation and maintenance, monitoring, or other measures necessary to insure the integrity of the Remedial Action and continued protection of human health.

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SECTION NO. 3:

No person shall engage in any activities within the boundaries of the Property that may result in the release of hazardous substances which were contained in the Remedial Action without prior written consent of Ecology.

SECTION NO. 4:

Declarant shall not convey the Property or any portion or interest in it to any person without first giving notice of its intent to do so to Ecology.

SECTION NO. 5:

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

SECTION NO. 6:

In the event that the Declarant, any person or persons who may later own the Property, or any interest therein, or any person claiming by, through or under them, proposes to use the Property in a manner which is inconsistent in any way with the restrictive covenants in this document, such person must give written notice to Ecology of its proposal. No such person shall use the Property in any manner inconsistent with these restrictive covenants without prior written consent of Ecology.

SECTION NO. 7:

Ecology and its designated representatives shall have the right to enter the Property at reasonable times for the purpose of evaluating compliance with the FCAP, including the right to take samples, inspect any remedial actions taken on the Property, and inspect records.

SECTION NO. 8:

The Declarant or any successor owners of the Property reserve the right under WAC 173-340-440 (7) to record an instrument which provides that this Restrictive Covenant 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.

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EXHIBIT A
LEGAL DESCRIPTION OF GREENACRES LANDFILL

A PORTION OF THE SOUTH HALF OF SECTION 16 AND THE NORTHEAST QUARTER OF SECTION 21, T25N, R45E, W.M., SPOKANE COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 16, SAID CORNER POINT BEING MARKED BY A 3/4-INCH IRON PIPE.
THENCE N89°25'17"W, ALONG THE SOUTH LINE OF SAID SECTION 16, 57.61 FEET;
THENCE S05°38'42"E, 20.63 FEET TO THE *TRUE POINT OF BEGINNING*;
THENCE S09°39'34"W, 53.89 FEET;
THENCE S22°44'07"W, 54.76 FEET;
THENCE S57°56'11"W, 30.77 FEET;
THENCE S81°55'53"W, 48.78 FEET;
THENCE S84°34'36"W, 173.62 FEET;
THENCE S89°42'58"W, 98.15 FEET;
THENCE N88°53'40"W, 259.62 FEET;
THENCE S50°25'12"W, 173.06 FEET;
THENCE S61°51'14"W, 35.56 FEET;
THENCE N86°19'30"W, 123.70 FEET;
THENCE N57°51'16"W, 266.95 FEET;
THENCE N73°16'36"W, 207.46 FEET;
THENCE N62°50'57"W, 133.43 FEET;
THENCE N36°50'54"W, 383.83 FEET;
THENCE N45°05'13"W, 378.17 FEET;
THENCE S44°03'14"W, 88.25 FEET;
THENCE S30°57'06"W, 130.39 FEET;
THENCE S49°51'30"W, 160.94 FEET;
THENCE S40°14'38"W, 109.06 FEET;
THENCE S33°49'40"W, 118.01 FEET;
THENCE N82°57'32"W, 251.40 FEET TO A POINT FROM WHICH THE SOUTH QUARTER OF SAID SECTION 16 BEARS S16°54'59"E, 107.68 FEET;
THENCE N06°50'44"W, 77.04 FEET;
THENCE N20°05'38"E, 129.62 FEET;
THENCE N00°04'37"W, 241.05 FEET;
THENCE N02°54'35"W, 104.49 FEET;
THENCE N16°53'37"W, 302.56 FEET;
THENCE N03°17'02"E, 680.79 FEET;
THENCE N41°04'37"W, 69.70 FEET;
THENCE N52°25'23"W, 28.56 FEET;
THENCE N59°36'04"W, 37.42 FEET;
THENCE N75°31'23"W, 28.88 FEET;
THENCE N85°22'21"W, 148.10 FEET;
THENCE N29°45'35"W, 197.23 FEET;
THENCE S56°36'53"W, 139.15 FEET;

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THENCE N37°06'23"W, 38.72 FEET;
THENCE N56°26'17"E, 207.33 FEET;
THENCE N76°17'26"E, 38.90 FEET TO A POINT FROM WHICH THE CENTER QUARTER
CORNER OF SAID SECTION 16 BEARS N26°09'36"E, 749.07 FEET;
THENCE N89°16'49"E, 515.00 FEET;
THENCE N89°30'43"E, 393.89 FEET;
THENCE S80°10'16"E, 124.40 FEET;
THENCE S78°37'13"E, 130.41 FEET;
THENCE S36°35'19"E, 120.86 FEET;
THENCE S33°09'54"E, 59.08 FEET;
THENCE S01°48'52"E, 64.73 FEET;
THENCE S03°19'34"W, 43.35 FEET;
THENCE S05°47'05"W, 61.54 FEET;
THENCE S01°52'06"W, 172.36 FEET;
THENCE S33°08'24"E, 324.96 FEET;
THENCE S46°32'22"E, 75.75 FEET;
THENCE S51°20'17"E, 155.26 FEET;
THENCE S46°08'53"E, 355.93 FEET;
THENCE S42°25'29"E, 430.01 FEET;
THENCE S61°32'13"E, 784.71 FEET;
THENCE S53°32'47"E, 64.10 FEET;
THENCE S49°56'27"E, 30.26 FEET;
THENCE S05°38'42"E, 78.21 FEET, TO THE *TRUE POINT OF BEGINNING* OF THE HEREIN
DESCRIBED PARCEL OF LAND;

CONTAINS 68.673 ACRES MORE OR LESS.

END OF DESCRIPTION.

THE BASIS OF BEARING FOR THIS LEGAL DESCRIPTION IS THE LINE BETWEEN THE
EAST QUARTER CORNER AND THE CENTER QUARTER CORNER OF SECTION 16, T25N,
R45E, W.M., SPOKANE COUNTY, WASHINGTON, IS S89°42'09"E FROM THAT BINDING
SITE PLAN OF LIBERTY LAKE BUSINESS AND INDUSTRIAL PARK RECORDED AT BOOK
1, PAGE 96, SPOKANE COUNTY RECORDS