

Environmental Covenant for Municipal Solid Waste and Limited Purpose Landfills

After Recording Return
Original Signed Covenant to:¹
ALAN L. NOELL
Solid Waste Management Program
Department of Ecology, Northwest Regional Office
P.O. Box 330316 (mail)
15700 Dayton Avenue North (physical)
Shoreline, WA 98133-9716

Environmental Covenant

Grantors: Alpine Estates Owners Association and its successors in title (i.e., the Property Owner)

Grantees: Snohomish County, by and through its Health Department, and State of Washington, Department of Ecology

Brief Legal Description: Tracts 989, 992, 997, and 999 of Alpine Estates, A Plat Community, NW1/4 of the SE1/4, Section 21, Township 28 North, Range 5 East, Willamette Meridian, Snohomish County, Washington (File No. PFN 10-101204 002 PSD), recorded October 24, 2023 (Recording No. 202310245002).

Recitals

- a. This document is an environmental (restrictive) covenant (hereafter “Covenant”) executed pursuant to Solid Waste Management – Reduction and Recycling, chapter 70A.205 RCW and Uniform Environmental Covenants Act (“UECA”), chapter 64.70 RCW.
- b. The property that is the subject of this Covenant is part or all of a limited purpose landfill commonly known as GO EAST LANDFILL. The Property is legally described in Exhibit A, and illustrated in Exhibit B, both of which are attached (hereafter “Property”). If there are differences between these two Exhibits, the legal description in Exhibit A shall prevail.
- c. The Property is subject to post-closure requirements under RCW 70A.205. This covenant is required because solid waste is contained on the Property beneath a final cover system that is designed to minimize infiltration and erosion and to prevent exposing waste. In addition, during the post-closure care period, the owner or operator is required, under the terms of its permit from the Snohomish County Health Department, to maintain and operate systems such as leachate collection, gas control, groundwater monitoring, and erosion control systems on the Property.

¹ Some counties keep the original covenant, others don't. If the signed original is available, it must be sent to Ecology. If the signed original is not available, send a legible copy to Ecology.

- d. It is the purpose of this Covenant to restrict certain activities and uses of the Property to protect human health and the environment and the integrity of the landfill.
- e. This Covenant grants Snohomish County, through its Health Department, and the Washington State Department of Ecology, as holders of this Covenant, certain rights specified in this Covenant. The rights of Snohomish County and the Washington State Department of Ecology as holders is not an ownership interest under Solid Waste Management – Reduction and Recycling, chapter 70A.205 RCW.

Covenant

Alpine Estates Owners Association, as owner of the Property for itself, its heirs, successors and assigns (collectively “Grantor”) hereby grants to Snohomish County and the Washington State Department of Ecology, and their successors and assignees, the following covenants. Furthermore, it is the intent of the Grantor that such covenants shall supersede any prior interests the Grantor has in the property and run with the land and be binding on all current and future owners of any portion of, or interest in, the Property.

Section 1: General Restrictions and Requirements.

The following general restrictions and requirements shall apply to the Property:

- a. **Interference with the Landfill.** The Grantor shall not engage in any activity on the Property that may impact or interfere with the landfill and any operation, maintenance, inspection, or monitoring of the landfill without prior written approval from the Grantees. The Grantor shall not engage in or allow any uses or activities on the Property that:
 - i. Threaten the integrity of any cover, waste containment, storm water control, gas, leachate, public access control, or environmental monitoring system.
 - ii. May interfere with the operation and maintenance, monitoring, or other measures necessary to assure the integrity of the landfill and continued protection of human health and the environment.
 - iii. May result in release of solid waste constituents or otherwise exacerbate exposures.
- b. **Protection of Human Health and the Environment.** The Grantor shall not engage in any activity on the Property that may threaten continued protection of human health or the environment without prior written approval from the Grantees.
- c. **Continued Compliance Required.** Grantor shall not convey any interest in any portion of the Property without providing for the continued adequate and complete operation, maintenance, and monitoring of the landfill in accordance with post-closure permit and/or cleanup action plan requirements, and continued compliance with this Covenant. No conveyance of any interest in any portion of the Property shall relieve Alpine Estates Owner Association of its liability as operator or relieve Alpine Estates Owner Association of its obligation to obtain and maintain permits for post-closure care from the Snohomish County Health Department and to provide financial assurances of performance for said permits.

- d. **Leases.** Grantor shall restrict any lease for any portion of the Property to uses and activities consistent with this Covenant and notify all lessees of the restrictions on the use of the Property.

Section 2: Specific Prohibitions and Requirements.

In addition to the general restrictions in Section 1 of this Covenant, the following additional specific restrictions and requirements shall apply to the Property.

- a. **Land use.** The closed landfill shall be used for storm water detention, a publicly-accessible recreation area, an emergency access road, and open area. Associated paved surfaces, foundations and footings, utility trenches, fence posts, vegetation, and any additional features and activities shall not interfere with the integrity of the landfill containment and monitoring systems.
- b. **Containment of waste materials.** As indicated in Exhibit C, the closed landfill is covered with a high-density polyethylene geomembrane, a geocomposite drainage layer, a minimum one-foot sand cover, and a minimum one-foot soil cover. Any activity 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: disturbing the geomembrane cover and drainage system; drilling; digging more than one-foot deep with mechanical equipment; 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 that lowers the finished grade above the geomembrane cover or raises the finished grade more than two feet; unless such activities are approved in writing by Snohomish County Health Department. The Grantor shall notify any contractor of these covenant restrictions prior to performing earthwork. The Grantor shall notify Snohomish County Health Department if the geomembrane cover and drainage systems are observed or encountered for any reason.
- c. **Stormwater facilities.** A stormwater detention pond, with two cells, is constructed on the southern portion of the landfill surface. The stormwater detention pond is underlain by compacted landfill material, a double-lined high density polyethylene liner with an interstitial leak detection layer, and a two-foot soil cover. A leak detection vault is constructed north of the detention pond on the landfill cover. Stormwater conveyance structures will be constructed above the landfill cover.

The property owner is responsible for the maintenance and repair of the stormwater detention pond as required by Section 7.54.080 (Maintenance and Repair of Constructed Stormwater Control Facilities) of the Snohomish County Code. The maintenance activity shall include inspection of the leak detection vault for leakage as warranted. The property owner shall notify Snohomish County Health Department of suspected leakage. The property owner shall be responsible for the identification and repair of the damaged liner as warranted.

Snohomish County Health Department is the Beneficiary for a trust/assignment of funds established for this purpose.

- d. **Vapor/gas controls.** The geomembrane cover, methane trench, ventilation system, and twelve soil gas probes are documented in the Go East Landfill Construction Quality Assurance Report. The soil gas probes shall be maintained for as long as a directed by Snohomish County Health Department, and then decommissioned in accordance with Chapter 173-160, Washington Administrative Code, as warranted.
- e. **Groundwater use.** No water well shall be installed within 1,000 feet of the Go East Landfill boundary, pursuant to Chapter 173-160, Washington Administrative Code.
- f. **Monitoring.** Groundwater, surface water, and soil gas shall be monitored in accordance with the landfill post-closure care permit issued by Snohomish County Health Department or, as applicable, a cleanup action plan developed under the Model Toxics Control Act. Groundwater monitoring wells on Tracts 992 (MW-8), 997 (MW-6), 990 (MW-7), and 989 (MW-9 and MW-10) shall be maintained until the Snohomish County Health Department determines that the concentrations of naturally-occurring metals have attenuated to natural background conditions. Groundwater monitoring wells shall be decommissioned in accordance with Chapter 173-160, Washington Administrative Code, when approved by Snohomish County Health Department.
- g. **Other.** Any activity performed within the closed landfill boundary that may interfere with the integrity of the landfill containment system and the continued protection of human health and the environmental is prohibited.

Section 3: Access

- a. The Grantor shall maintain clear access to all components necessary to construct, operate, inspect, monitor, and maintain the landfill.
- b. The Grantor freely and voluntarily grants Grantees and their authorized representatives, upon reasonable notice, the right to enter the Property at reasonable times to evaluate the effectiveness of this Covenant and associated landfill activities and enforce compliance with this Covenant and those actions, including the right to take samples, inspect any structures or systems on the Property, and to inspect related records.
- c. The Grantor shall allow access to the operator of the landfill to perform post-closure care until the landfill meets the functional stability criteria for ending post-closure care as confirmed by Snohomish County Health Department.
- d. The Grantor shall allow potentially liable persons, as determined by the Washington State Department of Ecology, to perform monitoring pursuant to a cleanup action plan prepared in accordance with the Model Toxics Control Act, chapter 70A.305 RCW.
- e. Except as to Grantees, no right of access or use by a third party to any portion of the Property is conveyed by this instrument.

Section 4: Notice Requirements

- a. **Conveyance of Any Interest.** The Grantor, when conveying any interest within the area of the Property described and illustrated in Exhibits A, B, and C, including but not limited to title, easement, leases, and security or other interests, must:
- Provide written notice to Grantee of the intended conveyance at least thirty (30) days in advance of the conveyance.
 - Include in the conveying document a notice in substantially the following form, as well as a complete copy of this Covenant:

NOTICE: THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO SNOHOMISH COUNTY AND THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON DATE AND RECORDED WITH THE SNOHOMISH COUNTY AUDITOR UNDER RECORDING NUMBER RECORDING #. USES AND ACTIVITIES ON THIS PROPERTY MUST COMPLY WITH THAT COVENANT, A COMPLETE COPY OF WHICH IS ATTACHED TO THIS DOCUMENT.

- Unless otherwise agreed to in writing by Grantee, provide Grantees with a complete copy of the executed document within thirty (30) days of the date of execution of such document.
- b. **Observations of Damage to Landfill Containment or Monitoring System.** Should the Grantor become aware of an exposed or damaged geomembrane liner or stormwater detention pond leakage, Grantor shall notify such damage to Snohomish County Health Department.
- c. **Reporting Violations.** Should the Grantor become aware of any violation of this Covenant, Grantor shall promptly report such violation to Snohomish County Health Department.
- d. **Emergencies.** For any emergency or significant change in site conditions due to Acts of Nature (for example, flood, fire) resulting in a violation of this Covenant, the Grantor is authorized to respond to such an event in accordance with state and federal law. The Grantor must notify Grantee of the event and response actions planned or taken as soon as practical but no later than within 24 hours of the discovery of the event.
- e. **Notification procedure.** Any required written notice, approval, or communication shall be personally delivered or sent by first class mail to the following persons. Any change in this contact information shall be submitted in writing to all parties to this Covenant. Upon mutual agreement of the parties to this Covenant, an alternative to personal delivery or first class mail, such as e-mail or other electronic means, may be used for these communications.

Alpine Estates Owners Association
c/o J&M Management
17404 Meridian E
Ste F - PMB 171
Puyallup WA 98375
Attention: Ava Krogh
253-848-1947 x 105

Aran Enger
Environmental Health Supervisor
Snohomish County Health Department
3020 Rucker Avenue, Suite 104
Everett, Washington 98201
425-339-5250

Alan Noell
Washington State Department of Ecology
Solid Waste Management Program
P.O. Box 330316 (mail)
15700 Dayton Avenue North (physical)
Shoreline, WA 98133-9716
206-594-0000

Section 5: Modification or Termination.

- a. Grantor must provide written notice and obtain approval from Grantees at least sixty (60) days in advance of any proposed activity or use of the Property in a manner that is inconsistent with this Covenant. For any proposal that is inconsistent with this Covenant and permanently modifies an activity or use restriction at the site:
 - i. Grantee must issue a public notice and provide an opportunity for the public to comment on the proposal; and
 - ii. If Grantee approves of the proposal, the Covenant must be amended to reflect the change before the activity or use can proceed.
- b. The permitted land disturbing activities associated with the development of the Alpine Estates Subdivision (formerly known as Bakerview Subdivision) are not subject to the provisions of Section 5.
- c. If the conditions at the site requiring a Covenant have changed or no longer exist, then the Grantor may submit a request to Snohomish County Health Department and the Washington State Department of Ecology that this Covenant be amended or terminated. Any amendment or termination of this Covenant must follow the procedures in chapter 64.70 RCW and chapter 70A.205 RCW and any rules promulgated under these chapters.
- d. By signing this agreement, per RCW 64.70.100, the original signatories to this agreement, other than Grantees, agree to waive all rights to sign amendments to and termination of this Covenant.

Section 6: Enforcement and Construction.

- a. This Covenant is being freely and voluntarily granted by the Grantor.
- b. Within ten (10) days of execution of this Covenant, Grantor shall provide Grantees with an original signed Covenant and proof of recording and a copy of the Covenant and proof of recording to others required by RCW 64.70.070.
- c. Grantees shall be entitled to enforce the terms of this Covenant by resort to specific performance or legal process. All remedies available in this Covenant shall be in addition to any and all remedies at law or in equity, including chapter 70A.205 RCW and chapter 64.70

RCW. Enforcement of the terms of this Covenant shall be at the discretion of Grantees, and any forbearance, delay, or omission to exercise their rights under this Covenant in the event of a breach of any term of this Covenant is not a waiver by Grantees of that term or of any subsequent breach of that term, or any other term in this Covenant, or of any rights of Grantees under this Covenant.

- d. The Grantor shall be responsible for all costs associated with implementation of this Covenant. Furthermore, the Grantor, upon request by one of the Grantees, shall be obligated to pay for Grantee's costs to process a request for any modification or termination of this Covenant and any approval required by this Covenant.
- e. This Covenant shall be liberally construed to meet the intent of Solid Waste Management – Reduction and Recycling, chapter 70A.205 RCW and Uniform Environmental Covenants Act, chapter 64.70 RCW.
- f. The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though such void provision had not been contained herein.
- g. A heading used at the beginning of any section or paragraph or exhibit of this Covenant may be used to aid in the interpretation of that section or paragraph or exhibit but does not override the specific requirements in that section or paragraph.



The undersigned Grantor Alpine Estates Owners Association warrants it holds the title to the Property and has authority to execute this Covenant.

EXECUTED this _____ day of _____, 2023.

Signature, Governor

By: Christian Cermak (aka Mick Cermak)

Printed Name

Title: Governor of Alpine Estates Owners Association

Signature

By: Mechael Tudor

Printed Name

Title: Governor of Alpine Estates Owners Association

Signature

By: Chris Floyd

Printed Name

Title: Governor of Alpine Estates Owners Association

STATE OF WASHINGTON
COUNTY OF _____

On this _____ day of _____, 2023, I certify that Christian Cermak personally appeared before me, acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument, and acknowledged it as one of the Governors of Alpine Estates Owners Association to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Notary Public in and for the State of Washington
Residing at _____
My appointment expires _____



STATE OF WASHINGTON
COUNTY OF _____

On this _____ day of _____, 2023, I certify that Mechael Tudor personally appeared before me, acknowledged that she signed this instrument, on oath stated that she was authorized to execute this instrument, and acknowledged it as one of the Governors of Alpine Estates Owners Association to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Notary Public in and for the State of Washington
Residing at _____
My appointment expires _____

STATE OF WASHINGTON
COUNTY OF _____

On this _____ day of _____, 2023, I certify that Chris Floyd personally appeared before me, acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument, and acknowledged it as one of the Governors of Alpine Estates Owners Association to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.

Notary Public in and for the State of Washington
Residing at _____
My appointment expires _____

Snohomish County, by and through its Health Department, hereby accepts the status as Grantee and Holder of the above Environmental Covenant.

SNOHOMISH COUNTY

[Signature]
Signature

By: Ken Klein
Printed Name

Title: Authorized Representative

Dated: 5/15/2024

State Acknowledgment

STATE OF WASHINGTON

COUNTY OF SNOHOMISH

On this 15th day of MAY, ²⁰²⁴~~2023~~, I certify that Ken Klein personally appeared before me, acknowledged that they are the Executive Director of the county agency that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument for said county agency.



Melissa K. Geraghty
Notary Public in and for the State of Washington
Residing at Everett WA
My appointment expires 2-23-2028



The Department of Ecology hereby accepts the status as Grantee and Holder of the above Environmental Covenant.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Signature

By: Steven Williams

Printed Name

Title: Section Manager, Solid Waste Management Program, Northwest Regional Office

Ecology Section Manager

Dated: _____

State Acknowledgment

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2023, I certify that _____ personally appeared before me, acknowledged that he is the _____ of the state agency that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument for said state agency.

Notary Public in and for the State of Washington
Residing at _____
My appointment expires _____

Exhibit A

Legal Description

The Northwest Quarter of the Southeast Quarter of Section 21, Township 28 North, Range 5 East, W.M., Records of Snohomish County, Washington.

Situate in the County of Snohomish, State of Washington.

Tracts 989, 992, 997, and 999 of Alpine Estates, A Plat Community, recorded October 24, 2023.

Exhibit B

Property Map

SECTION 21, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M.

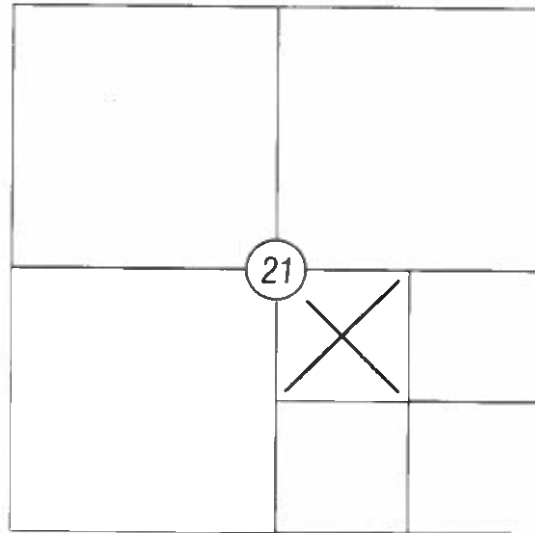


Exhibit C

Map Illustrating Location of Restrictions

