

## Cedar Hills Regional Landfill Annual Buffer Report

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April 2022



**King County**

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## II. Ordinance Text

[Ordinance 18893](#), Section 5:

The solid waste division shall report to the council annually on progress in establishing and maintaining the buffer as required by policy D-5<sup>1</sup> in chapter six of the 2019 Comprehensive Solid Waste Management Plan, with the first report filed no later than April 1, 2020. Reports shall be filed in the form of a paper original and an electronic copy with the clerk of the council, who shall retain the original and provide an electronic copy to all councilmembers, the council chief of staff, and the lead staff to the committee of the whole or its successor.

## III. Executive Summary

The Solid Waste Division (SWD) of the Department of Natural Resources and Parks operates the Cedar Hills Regional Landfill in the Maple Valley area of King County. SWD is required under its [Special Permit](#) to maintain a 1,000-foot buffer strip in its natural state and, through a settlement agreement, is prohibited from placing refuse or soil stockpiles within 1,000 feet of the landfill property line. In 1967, landfilling activity encroached on a portion of the eastern buffer strip. There is no known record indicating why this happened. SWD has adopted several protocols to re-establish, monitor, and maintain the integrity of the buffer. These include the purchase of adjacent properties as they become available; vegetation enhancements, particularly to enhance mature coniferous tree growth; semi-annual flights to capture aerial photogrammetry images; and numerous operational practices to mitigate impacts to landfill neighbors.<sup>2</sup>

## IV. Background

**Department Overview:** The King County Department of Natural Resources and Parks (DNRP) works in support of sustainable and livable communities and a clean and healthy natural environment. Its mission is to foster environmental stewardship and strengthen communities by providing regional parks, protecting the region’s water, air, land, and natural habitats, and reducing, safely disposing of, and creating resources from wastewater and solid waste.

The Solid Waste Division (SWD) provides garbage transfer and disposal as well as recycling services for approximately 1.3 million residents and 660,000 employees in King County. The King County solid waste system serves a large unincorporated area and 37 of the 39 cities in King County.

SWD owns and operates the Cedar Hills Regional Landfill (CHRLF) in eastern King County for the disposal of municipal solid waste generated in the county, exclusive of the cities of Seattle and Milton. The last operating landfill in King County, it is on a 920-acre site located at 16645 228th Avenue Southeast, approximately three miles north of Maple Valley. In addition to the landfill, the site contains Passage Point, a transitional housing facility; a landfill gas-to-energy facility owned and operated by Bio Energy Washington, LLC; and rights-of-way for a natural gas pipeline and numerous power transmission lines.

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<sup>1</sup> Policy D-5 states: “Garbage shall not be disposed of, nor shall soils be stockpiled, within 1,000 feet of the property line at the landfill, in accordance with the Settlement Agreement. The solid waste division shall reserve sufficient funds to acquire any parcels from willing sellers as necessary to establish or maintain the buffer.”

<sup>2</sup> Photogrammetry is the use of photography in surveying and mapping to measure distances between objects.

**Key Historical Context:** On September 12, 1960, the Board of County Commissioners – King County, approved a [Special Permit](#) that established use of a sanitary landfill and, among other conditions, established a 1,000-foot buffer strip surrounding the entire site to be left in its natural state.<sup>3</sup> In 1967, landfilling activity encroached on a portion of the eastern buffer strip. There is no record indicating why this happened. In January 2000, a legal settlement was reached with neighbors of the landfill, requiring that neither refuse nor soil stockpiles shall be placed within 1,000 feet of the landfill property line (see Appendix A). Appendix B, CHRLF Aerial, flown October 19, 2021, shows the landfill property line, 1,000-foot buffer, area of buffer encroachment, point of greatest encroachment (approximately 462 feet), and location of adjacent properties in relation to the required buffer.

**Key Current Conditions:** To re-establish the required 1,000-foot buffer eastward from the edge of refuse placement, SWD has purchased properties from willing sellers as they have come onto the market. To date, five separate properties have been purchased (one of which included two Tax Parcels under one ownership). One parcel was purchased in 2021.

**Report Methodology:** The following documents and consultations provide background for preparation of this report:

- Special Permit approved by the Board of County Commissioners – King County, September 12, 1960, via Resolution No. 21696
- Settlement Agreement dated January 24, 2000
- Aerial photographs of Cedar Hills Landfill dated May 1967; March 30, 2019; October 29, 2019; April 25, 2020; November 1, 2020; March 31, 2021; and October 19, 2021
- Aerial photograph of Cedar Hills Landfill eastern buffer strip showing property ownership and revised 1,000-foot line from buried refuse, May 8, 2019
- List of properties purchased to date to re-establish east buffer strip, provided by Facilities Management Division Real Estate Services
- Consultation with Cedar Hills Operations staff

## V. Report Requirements

This report aligns with the requirements of Ordinance 18893, Section 5, to report on progress in establishing and maintaining the buffer, as required by policy D-5 in chapter six of the 2019 Comprehensive Solid Waste Management Plan. The Solid Waste Division has adopted several protocols to re-establish, monitor, and maintain the integrity of the required buffer. To return the buffer strip to permit requirements and into compliance with the 2000 settlement agreement, SWD is pursuing the purchase of properties as they become available on the east side of the landfill to expand the buffer. To date, five properties (six Tax Parcels) have been purchased, as listed in the table below.

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<sup>3</sup> Resolution No. 21696, approved by the Board of County Commissioners – King County, September 12, 1960.

**Property Purchases to Expand Landfill Eastern Buffer**

Parcel Number	Address	Purchase Date	Purchase Price
222306-9105	Vacant Land	August 17, 2017	\$665,000
222306-9125	15225 229th Ave SE	July 15, 2019	\$615,000
222306-9135	15323 229th Ave SE	July 17, 2018	\$585,000
222306-9126/9027	22808 SE 154th <sup>4</sup>	January 19, 2018	\$655,000
272306-9140	16601 230th Ave SE	November 5, 2021	\$624,750

To monitor the integrity of the buffer, SWD conducts semi-annual flights to capture photogrammetric images that enable SWD to measure distances between the landfill property and surrounding neighborhoods. SWD also has an onsite surveyor and a team of engineers monitoring landfilling activity daily to ensure compliance. To maintain buffer integrity, its location is clearly delineated in all planning and design documents to prevent encroachment by any construction or operational activities.

In 2021, SWD hired a consulting firm, American Forest Management (AFM), to complete an analysis and draft a technical memorandum outlining options for vegetation maintenance and enhancement in the buffer. On December 17, 2021, AFM informed SWD that they were unable to staff, and therefore complete, the project. The SWD canceled the contract with AFM and is actively researching potential contract options. Neighbors of the landfill have been informed that once the technical memorandum is completed, SWD will meet with them to discuss and receive input on vegetation management options.

In 2021, buffer activity was limited to continuing maintenance of the buffer in compliance with the settlement agreement. SWD has established several operational practices to continue to further mitigate impacts to landfill neighbors, including:

- Conducting five daily odor checks
- Continued implementation of an updated wildlife management plan<sup>5</sup>
- Use of low-decibel backup beepers on vehicles
- Use of electric landfilling equipment on the active refuse cell
- Limiting use of vibratory rollers during road-building operations<sup>6</sup>
- Staffing of a landfill gas technician on site, 24/7

In addition, in order to reduce migration of odor to neighborhoods surrounding the landfill, SWD is in the process of procuring an intelligent odor control system that will help neutralize odors emitted at the active refuse area of the landfill. The system is mobile and thus can also be moved to any part of the landfill where odor is a concern. This system is anticipated to be operational in early April 2022.

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<sup>4</sup> Tax Parcels 222306-9126 and 222306-9027 were under the same ownership; because the Tax Parcel ending in 9027 was undeveloped, it did not have an address.

<sup>5</sup> Cedar Hills Regional Landfill Wildlife Management Plan, June 18, 2019. The plan includes measures to discourage nuisance wildlife behavior that could impact landfill neighbors.

<sup>6</sup> A vibratory roller is a compactor using a heavy drum and vibration to densify soil or other material.

## **VI. Conclusion/Next Steps**

Through adoption of several measures to re-establish, monitor, and maintain the integrity of the landfill buffer, SWD is mitigating the impact of the historical encroachment and preventing further encroachment within the landfill buffer.

The actions described in this report to ensure the integrity of the landfill buffer and find new ways to mitigate the landfill's impact support the King County Strategic Plan goal to achieve efficient, accountable regional and local government by optimizing SWD operations through innovation and continuous improvement. In keeping with King County's True North and Values, SWD solves problems and drives for results by identifying and responding to impacts on landfill neighbors and continually seeking new ways to reduce those impacts.

## **VII. Appendices**

Appendix A: Settlement Agreement

Appendix B: Cedar Hills Regional Landfill-Aerial Flown October 19, 2021

**SETTLEMENT AGREEMENT**

WHEREAS, Representative Plaintiffs James R. Blohowiak, Kay Y. Blohowiak, Wilbert Gering, David I. Hardin, and Mary Perry-Hardin, Marjory A. Langdahl, Wyatt Lofftus, Beverly Lofftus, Curtis Green, Leslie Morgan, David C. Prochazka, Dian H. Prochazka, Randy L. Robinson, Katy D. Robinson, Eugene Jarvi, Kathryn Jarvi, and Carla Wigen have brought suit, individually and on behalf of various classes, and Plaintiffs Nathalie Curry, Roger A. Lemon, Myrel Lemon, and Jeffrey B. Thomas have brought suit individually against King County in the consolidated action presently pending in the Superior Court of Washington, King County, styled Anderson, et al. v. Cedar Grove Composting, Inc., et al., Cause No. 97-2-22820-4 SEA, and Rick I. and Kim M. Brighton, et al. v. Cedar Grove Composting, et al., King County Superior Court No. 97-2-21660-5 SEA (the "Action"), alleging injury and damage to Plaintiffs, Representative Plaintiffs and Members of various classes of persons in the vicinity of King County's Cedar Hills Landfill.

WHEREAS, on or about June 24, 1999, Appellants James R. Blohowiak and Kay Y. Blohowiak, et al., individually and on behalf of the Class of Individuals whom they represent pursuant to the January 22, 1999 Order of the Honorable Robert Alsdorf, Judge of the Superior Court of the State of Washington for King County in the Action, filed a Notice of Appeal and Motion Requesting a Stay before the Pollution Control Hearings Board ("PCHB"), as Docket

No. 99-093, against Respondents, the Seattle-King County Health Department and the King County Solid Waste Division ("PCHB Action 99-093").

WHEREAS, on or about October 13, 1999, Appellants James R. Blohowiak and Kay Y. Blohowiak, et al., individually and on behalf of the Class of Individuals whom they represent pursuant to the January 22, 1999 Order of the Honorable Robert Alsdorf, Judge of the Superior Court of the State of Washington for King County in the Action, filed a Notice of Appeal and Motion Requesting a Stay before the PCHB, as Docket No. 99-160, against Respondents, the Puget Sound Clean Air Agency and the King County Solid Waste Division ("PCHB Action 99-160"). PCHB Action 99-093 and PCHB Action 99-160 shall be referred to collectively as the PCHB Actions.

WHEREAS, King County denies the allegations made against it in the Action and the PCHB Actions;

WHEREAS, the Parties recognize the existence of disputed issues of law and fact regarding those allegations in the Action and the PCHB Actions; and

WHEREAS, the Parties wish to avoid the expense and risk involved in continued litigation over the matters alleged in the Action and the PCHB Actions, and instead wish to compromise and settle the various disputes arising in connection therewith;



WHEREAS, in August 1997, Plaintiffs, Representative Plaintiffs and Class Members on behalf of themselves and others similarly situated, filed a class action complaint against defendant Cedar Grove Composting, Inc. asserting causes of action for nuisance, trespass, negligence, and inverse condemnation as a result of the odors generated by the Cedar Grove Composting facility. Plaintiffs, Representative Plaintiffs and Class Members asserted, among other things, that odors, fumes and gases emanating from the Cedar Grove Composting facility occurred with such frequency and were of such intensity and duration as to interfere with the Plaintiffs', Representative Plaintiffs' and Class Members' use and enjoyment of their property, adversely impacting property values and causing personal discomfort, anxiety, stress, headaches, nausea and other adverse health effects.

WHEREAS, on and before August 1997, certain of the Plaintiffs, Representative Plaintiffs, and Members of the Class, on behalf of themselves and all other members of the class filed claims for damages with King County alleging, inter alia, diminution of property values, impairment of the use and enjoyment of property, personal discomfort, anxiety, stress, headaches, nausea, sinus problems, loss of sleep, cancer, fear of cancer, asthma, allergies, heart problems, dizzy spells, and other adverse health effects, property damage from vibrations, shakings and tremors, water pollution, water contamination, dust, diesel fumes, noise and vibrations from truck traffic.

WHEREAS, in February 1998, Plaintiffs, Representative Plaintiffs and Class Members amended their class action complaint against Cedar Grove Composting Inc. to add defendant

King County. In their amended class action complaint, Plaintiffs and Representative Plaintiffs asserted that odors, noise, birds, and vibrations allegedly arising from King County's maintenance and operation of the Cedar Hills Regional Landfill caused damages to the Plaintiffs, Representative Plaintiffs and Class Members.

WHEREAS, in May 1998, Plaintiffs, Representative Plaintiffs and Class Members filed a second amended class action complaint and added defendant Queen City Farms and alleged that Queen City Farms, as the lessor to Cedar Grove Composting knew or should have known that Cedar Grove Composting's operations on the property would create offensive odors that would adversely affect the Plaintiffs, Representative Plaintiffs and Members of the Class.

WHEREAS in July 1998, Plaintiffs, Representative Plaintiffs and Class Members filed a motion to certify an odor class against Cedar Grove Composting and Queen City Farms and four separate classes against King County, one each for odor, noise, birds, and vibrations. In August 1998, the Court denied Plaintiffs' Motion for class certification finding, inter alia, that "Plaintiffs' counsel suggested no coherent theory as to how to determine each defendant's liability for the distinct subclasses of injury alleged" and that "without an articulable and articulated theory to establish causation in fact and liability and to calculate and award damages . . . this case cannot be certified as a class action."

WHEREAS, in October 1998, Plaintiffs, Representative Plaintiffs and Class Members filed a Motion Regarding Joint and Several Liability asserting that the exception to proportionate

liability in RCW Section 4.22.070(3)(a) applied to all causes of action related to solid waste disposal sites. In that motion Plaintiffs, Representative Plaintiffs and Class Members asked the Court to rule that common law joint and several liability applied to each of the defendants Cedar Grove Composting, Queen City Farms and King County.

WHEREAS, in November 1998, Plaintiffs, Representative Plaintiffs and Class Members filed a Renewed Motion for Class Certification against Cedar Grove Composting, Queen City Farms and King County.

WHEREAS, on December 4, 1998, just prior to the oral argument on Plaintiffs', Representative Plaintiffs' and Class Members' Renewed Motion for Class Certification, the Plaintiffs, Representative Plaintiffs, Class Members, Cedar Grove Composting and Queen City Farms reached a settlement of the class action lawsuit as to defendants Cedar Grove Composting and Queen City Farms. As a result, the Plaintiffs, Representative Plaintiffs and Class Members withdrew their Renewed Motion for Class Certification as to defendants Cedar Grove Composting and Queen City Farms.

WHEREAS, on December 4, 1998, the Superior Court heard oral argument from all parties on Plaintiffs' Motion re: Joint and Several Liability. The Superior Court also heard oral argument on Plaintiffs' Renewed Motion for Class Certification as to defendant King County only.

WHEREAS, on January 4, 1999, the parties attended a status conference at which time the Plaintiffs, Representative Plaintiffs, Class Members, Cedar Grove Composting and Queen City Farms informed the Court of the details of their settlement.

WHEREAS, on January 22, 1999, the Superior Court issued an order granting Plaintiffs', Representative Plaintiffs' and Class Members' Renewed motion for class certification as to King County only, establishing a Cedar Hills Odor Class, a Cedar Hills Noise Subclass, a Cedar Hills Bird Subclass and a Cedar Hills Vibration Subclass.

WHEREAS, on January 22, 1999 the Superior Court issued an order granting Plaintiffs', Representative Plaintiffs' and Class Members' Motion Regarding Joint and Several Liability as to King County only. The Superior Court ruled that the Cedar Hills Landfill fell within the exception of RCW 4.22.070(3)(a) and as a result King County "would remain subject to common law rules which provide for joint and several liability for all injuries of which its actions were a proximate cause."

WHEREAS, on or about March 26, 1999 Plaintiffs, Representative Plaintiffs, Class Members, Cedar Grove Composting and Queen City Farms brought a joint motion for Court approval of two settlement classes, referred to as the Cedar Grove Neighborhood Class and the Cedar Grove Complaint Class. Plaintiffs, Representative Plaintiffs, Class Members, Cedar Grove Composting and Queen City Farms also sought preliminary approval of their proposed settlement.

WHEREAS, on or about April 27, 1999 the Superior Court granted the Plaintiffs', Representative Plaintiffs' and Class Members' motion for approval of two settlement classes with Cedar Grove Composting and Queen City Farms and the Court preliminarily approved the settlement with Cedar Grove Composting and Queen City Farms as fair and adequate.

WHEREAS, on or about May 5, 1999 Plaintiffs, Representative Plaintiffs and Class Members served their Reply to King County's Request for Statement of Damages ("Reply") stating, inter alia that Plaintiffs, Representative Plaintiffs and Class Members would present evidence of approximately \$72.5 million in damages against King County, including at least \$34,100,844 in property damages and at least \$38,462,000 in personal nuisance damages. In their Reply, plaintiffs claimed that total property damages ranged from \$21,838,301.98 to \$103,682,458.90 excluding both area J and the additional damage to the vibration subclass. Plaintiffs, Representative Plaintiffs and Class Members estimated that the additional property damage to the homes in the vibration subclass totaled \$1,280,000.

WHEREAS, on or about \_\_\_\_\_, the Plaintiffs and Representative Plaintiffs ,mailed and published a notice of pendency of class actions, proposed partial settlement and notice of the fairness hearing to members of the King County classes and the Cedar Grove Composting and Queen City Farms classes.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

#### DEFINITIONS

“Action” means Anderson, et al. v. Cedar Grove Composting, Inc., et al., King County Superior Court Cause No. 97-2-22820-4 SEA and Rick I. and Kim M. Brighton et al. v. Cedar Grove Composting, et al., King County Superior Court Cause No. 97-2-21660-5 SEA.

“Administrative Expenses” means expenses incurred in the administration of this Settlement as provided herein or as otherwise allowed by the Court.

“Claim” means any administrative or tort claim filed with King County, any formal administrative appeal or any lawsuit with regard to actions or failures to act by King County relating to, arising out of, concerning or caused by the Landfill, including, but not limited to, appeals of comprehensive plans for solid waste, governmental permits or permitting decisions under the State Environmental Policy Act (“SEPA”); regulations promulgated by PSCAA; Chapter 70.95 Revised Code of Washington; federal and state Clean Water Acts; federal and state Clean Air Acts; Comprehensive Environmental Response Compensation and Liability Act (CERCLA); Resource Conservation and Recovery Act (RCRA); Model Toxics Control Act (MTCA); the King County Code; the Code of the King County Board of Health; or any other common law, statutory or regulatory cause of action. Plaintiffs, Representative Plaintiffs and

Class Members agree that, no Claim may be filed in any state, federal or any other court or tribunal prior to the exhaustion of the administrative procedures described in paragraphs 16 and 17 for the periods described therein.

"Class Areas" means the four areas shown on the maps attached hereto as Exhibits A, B, C and D. These areas shall be defined as Plaintiffs' odor, noise, birds and vibrations classes. These definitions shall be amended to conform to any class areas subsequently certified by the Court in this Action with regard to Cedar Hills, provided that such subsequently certified class areas include substantially all of the four Class Areas identified in the maps attached as Exhibits A-D.

"Class Members" means all persons and entities, including minors, who reside in or own residential property, or who have resided in and/or owned residential property within the Class Areas for odor, noise, birds and vibrations depicted on the attached Exhibit(s) A through D at any time between August 26, 1994 and the date of Preliminary Approval of this settlement; provided, any such person or entity shall not be regarded as a Class Member under this Agreement to the extent that he, she, or it (1) is precluded, by virtue of any prior settlement agreement, judgment, or other legal bar, from asserting the claims described below, or (2) opts out of the Settlement.

"Common Fund" means the fund established pursuant to paragraph 2 of this Agreement.

“Court” means the Superior Court of Washington, King County, or other Court properly acquiring jurisdiction over the Action.

“Environmental Conditions” shall be given the broadest possible interpretation, and shall include, without limiting its generality, any and all irritants of any kind to humans, animals, plants, or the environment, and any and all pollutants, odors, noise, dust, truck traffic, surface water contamination, groundwater contamination, vibrations, shaking, tremors, birds and effects of birds, disease vectors, or causes of any kind of annoyance, discomfort, or adverse effects on body, mind, spirit, health, property, air, water, quality of life, enjoyment of life, or other interests, relating to, arising out of, concerning or caused by the Landfill regardless of whether such Environmental Conditions are tangible or intangible.

“Final Approval” means the date by which all of the following have occurred: (1) the Court has entered a Settlement Order and Order of Dismissal in a form to be agreed upon by the Parties; and (2) the applicable time period for filing appeals or requests for review of said Settlement Order and Order of Dismissal has passed without any appeals or requests for review being filed, or if appeals or requests for review are filed, the entry of orders affirming said Settlement Order and Order of Dismissal or denying review after exhaustion of all appellate remedies.

“Landfill” means the King County Cedar Hills Regional Landfill.



“PCHB Actions” means (1) James R. and Kay Y. Blohowiak, et al. v. Seattle-King County Department of Public Health, et al., Pollution Control Hearings Board Case No. 99-093; and (2) James R. and Kay Y. Blohowiak, et al. v. Puget Sound Clean Air Agency, et al., Pollution Control Hearings Board Case No. 99-160.

“Parties” mean the Representative Plaintiffs, the Plaintiffs, the Class Members, and King County.

“Plaintiffs” mean Plaintiffs in the Action who are not also representative plaintiffs or Class Members, namely Roger Lemon, Myrel Lemon, Jeffrey Thomas and Nathalie Curry.

“Counsel for All the Plaintiffs” means Albert R. Malanca, Kenneth G. Kieffer, Bradley B. Jones, Timothy L. Ashcraft, Joan C. Foley, and the law firm of Gordon, Thomas, Honeywell, Malanca, Peterson & Daheim, P.L.L.C. The Counsel for All the Plaintiffs are sometimes referred to herein as “Plaintiffs’ Counsel.”

“Preliminary Approval” of this Settlement means the Court’s entry of an order preliminarily approving this Settlement and authorizing notice to the classes. The Parties shall use good faith efforts to agree upon the form of the order and of the notice. In the event the Parties cannot agree, they shall both submit their proposed orders and notices to the Court and the Court shall decide the form of the order and notice.

"Released Parties" shall mean King County and each and every one of its departments, divisions, agencies, commissions, boards, subdivisions, officers, directors, employees, attorneys, elected officials, predecessors, successors and assigns. In addition, the term includes any person not previously listed against whom the Plaintiffs, Representative Plaintiffs and Class Members would have a claim as a result of delivery, generation or transportation of waste to the Landfill. It is the intention of the Parties that this term be given the broadest possible interpretation.

"Representative Plaintiffs" means James R. Blohowiak, Kay Y. Blohowiak, Wilbert Gering, David I. Hardin, Mary Perry-Hardin, Marjory A. Langdahl, Wyatt Lofftus, Beverly Lofftus, Curtis Green, Leslic Morgan, David C. Prochazka, Dian H. Prochazka, Randy L. Robinson, Katy D. Robinson, Eugene Jarvi, Kathryn Jarvi, and Carla Wigen.

### **TERMS AND CONDITIONS OF SETTLEMENT**

1. Purpose. This Settlement and Settlement Agreement is intended solely for the purpose of compromising disputed claims and potential claims and avoiding the risk and expense of continued litigation. This Settlement and Settlement Agreement is not, and shall not be construed or characterized as, an admission of wrongdoing of any kind on the part of any party, nor does any party admit or concede the validity of any claim or defense asserted by any other party in the Action or PCIB Actions.

2. Settlement Amount. King County shall pay to the trust account of Gordon, Thomas, Honeywell, Malanca, Peterson & Daheim, P.L.L.C., the sum of Fifty-One Thousand Dollars (\$51,000.00) in trust for the Plaintiffs and the sum of Sixteen Million Four Hundred and Forty-Nine Thousand Dollars (\$16,449,000.00) in trust for the members of the classes certified in the Action ("The Common Fund"), for a total amount of Sixteen Million Five Hundred Thousand Dollars (\$16,500,000.00) as full and final settlement of the Action and the PCHB Actions. One-half of the total settlement amount, Eight Million Two Hundred and Fifty Thousand Dollars (\$8,250,000.00) shall be paid within forty-five (45) days following Final Approval of the settlement. The remaining Eight Million Two Hundred and Fifty Thousand Dollars (\$8,250,000.00) shall be paid on or before November 15, 2000. These amounts shall be paid as described above so long as there is no appeal of the King County Superior Court's decision finally approving the settlement in the Action. In the event of an appeal of the settlement, payment shall be made within thirty (30) days from Final Approval or November 15, 2000, whichever date is later.

3. Administration. All costs or expenses incurred in administering this Settlement, including without limitation the cost of providing notice to the classes and any expenses incurred in connection with the division and distribution of the Common Fund, shall be paid from the Common Fund. King County shall have no obligation whatsoever to pay any sum for such administrative costs and expenses, except that it shall be responsible for its own attorneys' fees, costs, and expenses incurred in defending the Action, negotiating this Agreement, and performing its obligations as set forth in this Agreement. Plaintiffs, Representative Plaintiffs,

Class Members, and Plaintiffs' Counsel shall be solely responsible for complying with any tax laws or other laws relating to administration or distribution of the Common Fund.

4. Court Approval of Settlement. The Parties shall take all reasonable measures necessary to secure Final Approval of this settlement as required by CR 23 and KCLR 23 or other applicable legal authority. Upon execution of this Agreement, Plaintiffs' Counsel shall immediately file with the court a separate Motion for an Amendment of the Class Definitions consistent with Paragraph 9 and a Motion for Preliminary Approval and any necessary supporting papers, in a form approved by King County, asking the Court to enter an order in a form to be agreed upon by the Parties. King County will file with the Court such additional papers in support of the Motion for an Amendment of the Class Definitions and Motion for Preliminary Approval as it deems necessary or appropriate, in its sole discretion. Any pleadings submitted or statements made pursuant to this paragraph are settlement communications subject to Evidence Rule 408. In the event the Court refuses to amend the class definition and Final Approval is not achieved, the Parties agree that nothing contained in this Settlement Agreement, Plaintiffs' Counsel's or King County's pleadings or verbal statements submitted pursuant to this paragraph may be used, quoted, referenced, or admitted in the Action, PCHB Actions or any other litigation. Plaintiffs' Counsel shall, at the appropriate time thereafter, prepare and file with the Court a Motion for Final Approval, and any necessary supporting papers, asking the Court to enter a Settlement Order and Order of Dismissal in a form to be agreed upon by the Parties. King County will file with the Court such additional papers in support of the Motion for Final Approval as it deems necessary or appropriate, in its sole discretion, subject to the provisions set

forth above. In the event Final Approval is not obtained, the Parties shall make all reasonable efforts to negotiate a new settlement agreement that will meet with approval of the Court. In the event this settlement is not approved and the Parties are not able to negotiate a new one, the Parties shall so notify the Court and proceed with the Action and PCHB Actions.

5. Fees and Costs of Plaintiffs' Counsel. Plaintiffs' Counsel shall apply to the Court for an award of fees, expenses and costs, which shall be paid from the Common Fund established under Paragraph 2 above. Aside from its obligations to pay into the Common Fund the Settlement Amount referenced in paragraph 2, King County shall have no obligation whatsoever to pay any sum for attorneys' fees, expenses or costs claimed by Plaintiffs, Representative Plaintiffs, Class Members and/or Plaintiffs' Counsel in connection with the Action and/or PCHB Actions including but not limited to any costs incurred and/or tendered by Plaintiffs, Representative Plaintiffs or Plaintiffs' Counsel to King County for payment. King County shall not oppose the application for award of reasonable fees, expenses or costs, and any future application for reasonable fees, expenses, or costs; provided, however, that this agreement not to oppose such an award does not apply to an application for fees, expenses or costs sought by Plaintiffs, Representative Plaintiffs or Class Members for an alleged breach of this Settlement Agreement.

6. Dismissal of Action and PCHB Actions. In consideration of the payment of the above amount, Plaintiffs, Representative Plaintiffs and Class Members shall dismiss with prejudice as to King County and without costs to any party, the Action and shall dismiss with

prejudice as to all parties, and without costs to any party, the PCHB Actions. Plaintiffs' Counsel shall execute the Stipulation and Orders of Dismissal attached hereto as Exhibits \_\_\_\_\_ within ten (10) days after Final Approval.

7. Release of All Claims by Plaintiffs, Representative Plaintiffs, and Class Members.

Effective upon Final Approval of this Settlement Agreement, the Plaintiffs, Representative Plaintiffs, Class Members and each of them hereby release, discharge, and forever acquit the Released Parties from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, as alleged or as could have been alleged in the Action, and/or the PCHB Actions whether in law or equity, arising out of or relating in any way to (1) Environmental Conditions; or (2) the fact that Representative Plaintiffs, Plaintiffs and/or Class Members may reside or own property or businesses in the Class Areas, or otherwise have any connection to the Class Areas; or (3) operation of the Cedar Hills Landfill, including, without limiting the generality of the foregoing, any and all claims for personal injuries, bodily injury, illness, nuisance, trespass, disease, impairment, wrongful death, property damages, loss of use and enjoyment, and/or diminution of property values, medical monitoring, odor, irritation, fear of or increased risk of bodily injury, illness, disease, or impairment, pollution or contamination of air or water, attorney fees, remedial action costs under any statutory or regulatory authority relating to Environmental Conditions; penalties or other relief resulting from violations of permits or failure to comply with applicable laws, regardless of whether any such matters are claimed under theories of nuisance, trespass, negligence, strict liability, inverse condemnation, contribution, indemnity, or any other common law, statutory or regulatory cause of action, and

regardless of whether defined as a continuing tort or otherwise. This full and final release is intended to provide the broadest protection possible from future claims and to cover any and all future injuries and/or damages not presently known to the Parties hereto but which may later develop or be discovered as a result of acts, omissions or occurrences on or before the date of this Agreement, or damages to property or person occurring on or before the date of this Agreement, including the effects or consequences thereof and including all causes of action therefor against the Released Parties. This release is specifically intended to cover and include, without limitation, any and all claims, civil or otherwise, past, present, or future, known or unknown, which can or may ever be asserted by the Representative Plaintiffs, Plaintiffs or Class Members, or by their agents, estates, marital communities, dependents, successors, assigns, lien holders, or other entities, against the Released Parties arising out of or relating in any way to the matters described above that are based on acts, omissions or occurrences on or before the date of this Agreement.

8. Future Property Claims. By this settlement, Plaintiffs, Representative Plaintiffs and Class Members are releasing, on behalf of themselves and all subsequent purchasers, any inverse condemnation or "takings" claims concerning diminished property values arising out of or related to all activities, events or occurrences prior to Final Approval and, with the exception of vibration events covered by paragraph 17, all activities, events or occurrences for two years after Final Approval. No subsequent claim for inverse condemnation or takings may be made unless there is additional governmental action by King County relating to the Landfill causing impacts including odor, noise, birds and vibrations, exceeding the degree and level previously

existing, currently existing and currently planned as described in Alternative 1A of the 1998 Final Environmental Impact Statement for Cedar Hills Regional Landfill Site Development Plan, dated March 1998 (hereinafter referred to as "the 1998 Final EIS") which also results in a measurable and provable decline in market value separate and apart from any measurable or provable decline in market value, if any, that has occurred through the date of Final Approval and, except as to vibrations, for two years thereafter.

9. Settlement Conditioned Upon Settlement Class Certification. This Settlement Agreement is conditioned upon the Court's entry of an order granting Plaintiffs' Motion for an Amendment of the Class or Classes Definition. If King County reasonably believes that the class areas ultimately approved by the Court differ materially from the areas described in Exhibits A through D, the Parties shall make all reasonable efforts to negotiate a new settlement agreement that will meet with approval of the Court. In the event that the Parties are unable to negotiate a new settlement agreement, King County shall have the right to terminate all its obligations under this Agreement within thirty (30) business days of the Court's decision certifying the class areas.

10. Settlement Conditioned Upon Extinguishment of Cross-Claims. The Parties intend that this Agreement shall fully release and discharge the Released Parties from all claims as set forth in paragraphs 7 and 8 above. King County may, at its option, institute a Reasonableness Hearing pursuant to Chapter 4.22 Revised Code of Washington and/or other applicable authorities. Plaintiffs, Representative Plaintiffs and Class Members shall not oppose King County's motion. King County, with the support of Plaintiffs, Representative Plaintiffs and



Class Members will seek an order establishing that no claims, cross-claims, or third-party claims seeking indemnity, contribution and/or subrogation which have been, could have been or could be asserted against the Released Parties, shall survive this Settlement. If it elects to institute a Reasonableness Hearing and/or pursue an order extinguishing claims, King County will have the matter heard at or prior to the hearing on Final Approval.

11. Settlement Is Conditioned Upon Council Appropriation. This Settlement Agreement is expressly conditioned upon approval by King County and appropriation of the settlement by the King County Council. King County shall use its best efforts to present the Settlement Agreement and to introduce the appropriation ordinance, as defined below, to the King County Council as soon as practicable for Council action in accordance with the King County Code. Upon execution of this Settlement Agreement, the King County Executive will present to the Metropolitan King County Council and recommend adoption of an ordinance requesting a supplemental appropriation for the funds necessary to fulfill the terms of this Agreement (the "Appropriation Ordinance"). The parties recognize that there is no guarantee the Metropolitan King County Council will enact the Appropriation Ordinance and agree that if the Metropolitan King County Council does not enact the Appropriation Ordinance the terms of this Settlement Agreement shall have no force or effect and this Action and the PCHB Actions shall promptly proceed to trial (after completion of discovery) as determined by the Court and the PCHB.

12. Return of Attorney-Client and Work Product Documents. Plaintiffs, Representative Plaintiffs, Class Members and Plaintiffs' Counsel shall return to the King County Prosecuting Attorney's Office all attorney-client communications and work product documents, including, but not limited to those documents specifically identified on Exhibit \_\_\_\_ hereto.

13. Return of Electronic Data. Plaintiffs, Representative Plaintiffs, Class Members and Plaintiffs' Counsel shall return to the Office of the King County Prosecuting Attorney, all electronic data that was produced through discovery, in accordance with the Stipulated Order Re: Preservation of Electronic Data attached hereto as Exhibit \_\_\_\_.

14. Release of Future Joint and Several Liability. Plaintiffs, Representative Plaintiffs and Class Members hereby release King County from any and all past, current and future joint and several liability under the Washington Tort Reform Act, Chapter 4.22 Revised Code of Washington, as currently existing or as subsequently amended, and/or under the common law, that King County may have, by virtue of its ownership and operation of the Landfill, for damages or injuries caused in whole or in part by the existence or operation of the Cedar Grove Composting Facility.

15. Notice to Future Purchasers and Lessees. Plaintiffs, Representative Plaintiffs and Class Members shall notify all future owners or lessees of their property of the terms and conditions of this Settlement Agreement. This disclosure shall be in writing, shall be executed by the buyer and seller or lessor and lessee, and shall state that: (1) the subject property is located

within 2.4 miles of the Landfill and is in one or more of the classes certified by the Court in the Action; (2) the Plaintiffs, Representative Plaintiffs, Class Members and King County entered into a full settlement of the Action and the PCHB Actions which included a release of all claims for property diminution for themselves and all subsequent purchasers as described in the Settlement Agreement; and (3) the Settlement Agreement provides for an administrative process for future claims against King County related to any impacts from the Landfill. Plaintiffs, Representative Plaintiffs and Class Members shall provide a copy of the Settlement Agreement to the subsequent purchaser or lessee. Plaintiffs, Representative Plaintiffs and Class Members shall provide a copy of the disclosure form, executed by the buyer and seller or the lessor and lessee, to: King County Solid Waste Division, Attn: Engineering Services Manager, 201 South Jackson, Seattle, WA 98104, within thirty (30) days after the closing of the sale or lease.

16. Environmental Claims Easement. Plaintiffs, Representative Plaintiffs and Class Members shall grant to King County an easement for a period of five (5) years from Final Approval to create Environmental Conditions incidental to the operation of the Landfill, except for the vibrations described in paragraph 17, even if those Environmental Conditions are present in the Class Area or on properties owned or occupied by the Representative Plaintiffs, Plaintiffs and Class Members. During the term of the easement the Plaintiffs, Representative Plaintiffs, and Class Members and their successors and assigns agree that they shall not have a Claim against the Released Parties for a period of two (2) years, except as provided in Paragraph 17. For a period of three (3) years thereafter, only individual Claims may be made and only if:

a. Odors. As to odors, those claims relate to odors experienced by the claimant for which the Puget Sound Clean Air Agency (“PSCAA”) issues a Notice of Violation for nuisance odors after all of the following: (1) the claimant has telephoned either PSCAA or the King County Solid Waste Division to complain of the odor event within 24 hours of the claimant experiencing the odors; (2) a control officer of PSCAA obtains an affidavit or declaration from a complainant that demonstrates that he/she has experienced odors in sufficient quantities and of such characteristics and duration so as to unreasonably interfere with his or her enjoyment of life and property; (3) the control officer of PSCAA has determined the source of the odors to be originating from the Landfill; and (4) the odor event was avoidable; provided however that if the Notice of Violation is appealed or resolved, Representative Plaintiffs, Plaintiffs and Class Members agree that they shall not have a Claim if the appropriate agency, administrative body or court makes a final adjudicative determination reversing, overturning, or voiding the Notice of Violation issued by PSCAA. Nothing contained in this paragraph shall obviate the need to submit a claim for damages pursuant to the King County Code.

b. Noise. As to noise or claims of noise, the claimant’s claims relate to noise experienced by the claimant occurring on dates as to which an authorized officer of the appropriate regulatory authority issues a citation to King County for violation of the applicable noise regulations; provided, however, that if the citation is appealed, Plaintiffs, Representative Plaintiffs, and Class Members agree that they shall not have a Claim if the appropriate agency, administrative body or court makes a final adjudicative determination reversing, overturning, or

voiding the citation. Nothing contained in this paragraph shall obviate the need to submit a claim for damages pursuant to the King County Code.

17. Future Vibration Claims. Plaintiffs, Representative Plaintiffs and Class Members shall provide to King County an easement for a period of five (5) years from Final Approval to create Environmental Conditions incidental to King County's operation of the Landfill relating to vibrations even if those impacts are present in the Class Area or on properties owned or occupied by the Plaintiffs, Representative Plaintiffs, and Class Members. During the term of the easement the Plaintiffs, Representative Plaintiffs and Class Members and their successors and assigns agree that they shall only have individual Claims against the Released Parties and only if the claimant's claim relates to: (1) vibrations for which there is demonstrated physical injury to tangible property (not necessarily claimant's); or (2) frequent tremors and vibrations over a sustained period of time which causes the claimant's house to vibrate. In addition, and as a prerequisite to bringing a Claim, the claimant must notify the Solid Waste Division within 24 hours of the vibration event; allow King County reasonable access to the claimant's property for the purpose of investigating the claim; and submit a claim for damages pursuant to the King County Code. Following the earlier of a decision by King County on the damages claim or a lapse of sixty (60) days from submittal of the claim, the claimant shall mediate the claim before a mutually agreed upon mediator with the costs of the mediation to be divided equally between the parties prior to filing a legal action. In the event the parties are unable to agree on a mediator, they will select a mediator from Judicial Dispute Resolution.

18. Development of Areas 5, 6 and 7 of the Landfill. Plaintiffs, Representative Plaintiffs and Class Members shall not bring any actions, including but not limited, to any administrative claim filed with King County, or any lawsuit or formal administrative appeal with regard to actions or failures to act either by King County or other governmental agencies, including but not limited to appeals of comprehensive plans for solid waste, governmental permits or permitting decisions under the State Environmental Policy Act (“SEPA”); regulations promulgated by PSCAA; Chapter 70.95 RCW; federal and state Clean Water Acts; federal and state Clean Air Acts, CERCLA, RCRA, and MTCA, the King County Code and the Code of the King County Board of Health relating to or concerning the development, landfilling or construction of areas 5, 6 or 7 of the Landfill, including but not limited to the construction of any flares, blowers, piping and/or other equipment or facilities associated therewith. Nothing in this paragraph shall preclude Representative Plaintiffs, Plaintiffs and Class Members from participating fully in any and all public processes or hearings with regard to the permitting or operations of the Cedar Hills Landfill.

19. Additional Consideration. As additional consideration for the settlement, King County agrees to the following:

a. At the present time, King County does not intend to pursue Alternative 3 in the 1998 Final EIS (maximum development of the Cedar Hills Regional Landfill). In the event that King County pursues Alternative 3 in the 1998 Final EIS, Plaintiffs, Representative Plaintiffs and Class Members will be able to bring a Claim as to landfilling in areas 8 and 9.

b. King County agrees that garbage shall not be disposed of, nor soil stockpiled, within 1000 feet of the property line at the Landfill, provided that this buffer zone may be used for operating facilities for the Landfill such as pump stations and monitoring wells, and provided further that King County and its consultants and representatives, shall be allowed to enter the buffer zone to monitor, construct, repair or maintain any new or existing facility or condition, the purpose of which is to mitigate off-site impacts of activities occurring at the Landfill. Notwithstanding this agreement, King County shall have the right to apply for modification of its special use permit to allow for the construction of additional facilities, including, but not limited to a landfill gas utilization project, within this 1000 foot zone, which shall be subject to all required permits, notice, and administrative procedures. In such an event, Plaintiffs, Representative Plaintiffs and Class Members will be able to bring a Claim as to such modification of King County's special use permit.

c. Subject to budget appropriation and availability, and within two (2) years from the date of Final Approval, King County agrees to retain the services of a qualified landscape architect to evaluate the condition of the trees in the west buffer area previously disturbed, and to develop a plan to replace selected deciduous trees with evergreens as feasible in accordance with the recommendations of the landscape architect. King County shall have no obligation to implement such plan if there is a lack of budget or funding or other priorities, but will make a good faith effort to include appropriate amounts in its budget request for such plan.

d. Within two (2) years from the date of Final Approval, King County agrees to initiate reasonable efforts, considering all facts and circumstances, including but not limited to safety concerns, negotiations with unions, state of the art practices and operations, to investigate whether variances or other necessary approvals may be obtained to discontinue backup beepers at the Landfill, but makes no guarantee that backup beepers will be eliminated.

e. King County agrees to make a good faith effort to keep the maximum height of areas 5, 6 and 7 of the Landfill at or below 788 feet above sea level. Plaintiffs, Representative Plaintiffs and Class Members recognize that there may be circumstances when King County may exceed such height.

f. Within two (2) years from the date of Final Approval, King County agrees to use reasonable efforts to reduce impacts on the surrounding neighborhoods from nighttime lighting at the Landfill, consistent with safety and other operational concerns.

g. King County agrees to provide written notification of all applications or requests for permits or other governmental approvals relating to continued Landfill operations to Plaintiffs, Representative Plaintiffs and Class Members who submit a written request for such notification. The written request for notification must be sent to the King County Solid Waste Division, Attn: Engineering Services Manager, 201 South Jackson, Seattle, WA 98104. Failure to provide such notice shall not invalidate or create a basis for challenging such permit or application.



h. King County agrees that Plaintiffs, Representative Plaintiffs and Class Members, at their sole cost and expense, may retain a contractor, selected from a list of at least three qualified contractors, if available, provided and approved by King County, in accordance with King County procurement requirements, to accompany a contractor, selected by King County in accordance with King County procurement requirements, during the testing for facility-wide fugitive landfill gas emissions under the New Source Performance Standard (NSPS), 40 CFR Subpart www Quarterly Surface Emissions Monitoring Protocol, on two separate occasions during the first year of such sampling. The contractor selected by the Plaintiffs, Representative Plaintiffs and Class Members shall be allowed access to all data, information, results or documentation concerning the sampling.

20. Cooperation. As partial consideration for this Settlement, the Parties agree to cooperate in the following manner:

a. King County will support the Plaintiffs', Representative Plaintiffs and Class Members' Motion for Amendment of the Class Definition and the Motion for Preliminary Approval of this Settlement. King County will file with the Court such pleadings and papers in support of said Motions as it deems necessary or appropriate, in its sole discretion. All pleadings submitted and statements made by King County with regard to this provision shall be subject to the terms of paragraph 4.

b. Following Final Approval of this Settlement, Plaintiffs, Representative Plaintiffs, Class Members and Plaintiffs' Counsel will fully cooperate with King County in King County's pursuit of insurance reimbursement of the Settlement. Plaintiffs, Representative Plaintiffs, Class Members and Plaintiffs' Counsel agree to make themselves reasonably available for discovery proceedings and trial in the prosecution of any and all causes of action for insurance reimbursement of the Settlement. Plaintiffs' Counsel shall be entitled to reimbursement for their time at their reasonable hourly rates in the event King County requests significant assistance. Plaintiffs shall also make available all relevant and nonprivileged documents relating to the pursuit of insurance reimbursement of the Settlement.

21. Effect on Claims. Effective upon Final Approval, every Claim of each Plaintiff, Representative Plaintiff and Class Member against the Released Parties shall be conclusively compromised, settled and released and each such Plaintiff, Representative Plaintiff and Class Member shall be barred from initiating, asserting or prosecuting any Claim against the Released Parties, except to the extent permitted by this Settlement Agreement.

The Parties agree that the Notice of Settlement and the Final Approval will contain language, to be agreed on by the Parties, to the effect that the Final Approval of the Settlement will be binding upon all Class Members, who fail to timely opt out, and will extinguish and release all Claims, as set forth in paragraphs 7 and 8 herein.

Without in anyway limiting the foregoing paragraphs, the acceptance by any Plaintiff, Representative Plaintiff or Class Member of a payment from the Common Fund shall also constitute and have the full force and effect of a release of all claims as described in paragraphs 7

and 8 herein. Without in anyway limiting the foregoing paragraphs, any checks issued to the Plaintiffs, Representative Plaintiffs and Class Members must contain language, approved by the Parties, to the effect that negotiation, endorsement or deposit of the check constitutes a release of all claims as described in paragraphs 7 and 8 herein..

22. Reporting Obligations. The Plaintiffs, Representative Plaintiffs, Class Members and Plaintiffs' Counsel shall provide to King County copies of quarterly tax statements and unaudited financial statements, if any, prepared concerning the Common Fund, and a final disbursement statement identifying the names, addresses, class area and amounts disbursed to each plaintiff, representative plaintiff and class member. The Plaintiffs, Representative Plaintiffs, Class Members and Plaintiffs' Counsel shall also provide King County with copies of all claim forms submitted by each class member in connection with this matter. All such reports and claim forms shall be sent to the King County Solid Waste Division, Attn: Engineering Services Manager, 201 South Jackson Street, Seattle, WA 98104. Plaintiffs, Representative Plaintiffs and Class Members shall also preserve all cancelled checks, or at the Plaintiffs,' Representative Plaintiffs' and Class Members' option, provide a copy of each such cancelled check to King County at the following address: King County Solid Waste Division, Attn: Engineering Services Manager, 201 South Jackson Street, Seattle, WA 98104.

23. Escape Clause. King County shall have the option, at its sole discretion, to declare the settlement null and void, if: (a) any of the Representative Plaintiffs elects to opt out

of any class certified by the Court; (b) more than three percent (3%) of the parcels or households, whichever is larger, in any of the noise, birds or odors classes shown on Exhibits A, B, C and D attached hereto, elect to opt out of the class(es) or (c) more than two percent (2%) of the property owners in the vibrations sub-class elect to opt out of the vibrations sub-class. Plaintiffs' Counsel shall provide King County with copies of any notification of opt-outs as soon as practicable, upon receipt of such notification. King County shall have ten (10) days after execution of this Agreement by Counsel or twenty-one (21) days after the King County Prosecuting Attorneys Office receives copies of all timely-filed opt-out notices, whichever period is later, to exercise the Escape Clause.

24. Press Announcement. The Parties agree that the initial announcement of the settlement to the news media shall be in the form attached as Exhibit \_\_\_\_\_.

25. Use of Settlement Agreement. The parties to this Settlement Agreement, including Plaintiffs, Representative Plaintiffs or any Class Member shall not seek to introduce and/or offer the terms of the Settlement Agreement, any statement, transaction or proceeding in connection with the negotiation, execution or implementation of this Settlement Agreement, any statements in the documents appended to this Settlement Agreement, stipulations, agreements, admissions made or entered into in connection with any fairness hearing or any finding of fact or conclusion of law made by the Superior Court or otherwise rely on the terms of this Settlement Agreement, in any judicial or administrative proceeding, except as provided in paragraph 20(b) or insofar as it is necessary to enforce the terms of this Settlement Agreement.

Neither this Settlement Agreement nor any exhibit hereto nor any statement, transaction or proceeding in connection with the negotiation, execution or implementation of this Settlement Agreement is intended to be or shall be construed as or deemed to be evidence of an admission or concession by the Released Parties of any liability or wrongdoing or of the truth of any allegations asserted by any Plaintiff, Representative Plaintiff, or any Class Member against them or as an admission by the Plaintiffs, Representative Plaintiffs, or any Class Member of any lack of merit in their claims and no such statement, transaction or proceeding shall be admissible in evidence for any purpose except for purposes of obtaining approval of this Settlement Agreement in this proceeding.

26. Parties Bound. This Settlement Agreement shall be binding on the Parties hereto and each of their heirs, legal representatives, successors, and assigns and inures to the benefit of the Parties and Released Parties and their heirs, legal representatives, successors and assigns.

27. No Assignment of Claims. Representative Plaintiffs, Plaintiffs and Class Members represent and warrant that they have not assigned their claims, or any portion thereof, to any person or entity.

28. No Third Party Beneficiary. No provision of this Settlement Agreement or any exhibit thereto is intended to create any third-party beneficiary to this Settlement Agreement.

29. Integration. This written agreement contains the entire understanding among the Parties in connection with its subject matter, and supersedes and replaces all prior negotiations, agreements, or representations by or among the parties, whether oral or written. Each Party acknowledges that no other Party, or any agent or attorney of any Party, has made any promise, representation, or warranty whatsoever, express or implied, other than those expressly stated herein, concerning the subject matter hereof to induce the other Party or Parties to execute this document. Each Party acknowledges that in executing this document he, she, or it is not relying on any promise, representation or warranty other than those expressly stated herein.

30. Choice of Law. The interpretation and enforcement of this Settlement Agreement shall be governed by the laws of the State of Washington.

31. Construction of Settlement Agreement. This Settlement Agreement has been drafted by mutual negotiations among the parties. It shall be construed according to the fair intent of the language as a whole, and not for or against any party. The headings of the sections and paragraphs of this Agreement are included for convenience only and shall not be deemed to constitute part of this Agreement or to affect its construction.

32. Attorneys' Fees. In the event any party hereto, or his, her, or its authorized representative, successor, or assign, shall institute suit to enforce this Settlement Agreement or for any breach thereof, the substantially prevailing party in such suit or proceeding shall be

entitled to an award of his, her, or its reasonable costs, expenses and attorneys' fees incurred, both at the trial and appellate court levels, before and after judgment.

DATED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

James R. Blohowiak, Representative Plaintiff

*James R. Blohowiak*

Marjorie A. Langdahl, Representative Plaintiff

*Marjorie A. Langdahl*

Leslie Morgan, Representative Plaintiff

*Leslie Morgan*

Mary Perry-Hardin, Representative Plaintiff

Beverly Lofftus, Representative Plaintiff

Dian H. Prochazka, Representative Plaintiff

*Dian H. Prochazka*

Katy D. Robinson, Representative Plaintiff

*Katy D. Robinson*

Kathryn Jarvi, Representative Plaintiff

*Kathryn Jarvi*

Nathalie Curry, Plaintiff

*Nathalie Curry*

Myrel Lemon, Plaintiff

Kay Y. Blohowiak, Representative Plaintiff

*Kay Y. Blohowiak*

Carla C. Wigen, Representative Plaintiff

*Carla C. Wigen*

Wilbert Gering, Representative Plaintiff

*Wilbert Gering*

Curtis Green, Representative Plaintiff

*Curtis Green*

David I. Hardin, Representative Plaintiff

*David I. Hardin*

Wyatt Lofftus, Representative Plaintiff

*Wyatt Lofftus*

David C. Prochazka, Representative Plaintiff

*David C. Prochazka*

Randy L. Robinson, Representative Plaintiff

*Randy L. Robinson*

Eugene Jarvi, Representative Plaintiff

*Eugene Jarvi*

Jeffrey B. Thomas, Plaintiff

*Jeffrey B. Thomas*

Roger A. Lemon, Plaintiff

*Roger A. Lemon*

entitled to an award of his, her, or its reasonable costs, expenses and attorneys' fees incurred, both at the trial and appellate court levels, before and after judgment.

DATED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

James R. Blohowiak, Representative Plaintiff

Kay Y. Blohowiak, Representative Plaintiff

Marjorie A. Langdahl, Representative Plaintiff

Carla C. Wigen, Representative Plaintiff

Leslie Morgan, Representative Plaintiff

Wilbert Gering, Representative Plaintiff

Mary Perry-Hardin, Representative Plaintiff

Curtis Green, Representative Plaintiff

*Beverly Jeff*  
Beverly Lofftus, Representative Plaintiff

David I. Hardin, Representative Plaintiff

Dian H. Prochazka, Representative Plaintiff

Wyatt Lofftus, Representative Plaintiff

Katy D. Robinson, Representative Plaintiff

David C. Prochazka, Representative Plaintiff

Kathryn Jarvi, Representative Plaintiff

Randy L. Robinson, Representative Plaintiff

Nathalie Curry, Plaintiff

Eugene Jarvi, Representative Plaintiff

Myrel Lemon, Plaintiff

Jeffrey B. Thomas, Plaintiff

Roger A. Lemon, Plaintiff



entitled to an award of his, her, or its reasonable costs, expenses and attorneys' fees incurred, both at the trial and appellate court levels, before and after judgment.

DATED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

James R. Blohowiak, Representative Plaintiff

Kay Y. Blohowiak, Representative Plaintiff

Marjorie A. Langdahl, Representative Plaintiff

Carla C. Wigen, Representative Plaintiff

Leslie Morgan, Representative Plaintiff

Wilbert Gering, Representative Plaintiff

Mary Perry-Hardin, Representative Plaintiff

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Myrel Lemon, Plaintiff

Jeffrey B. Thomas, Plaintiff

Roger A. Lemon, Plaintiff

entitled to an award of his, her, or its reasonable costs, expenses and attorneys' fees incurred, both at the trial and appellate court levels, before and after judgment.

DATED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

James R. Blohowiak, Representative Plaintiff

Kay Y. Blohowiak, Representative Plaintiff

Marjorie A. Langdahl, Representative Plaintiff

Carla C. Wigen, Representative Plaintiff

Leslie Morgan, Representative Plaintiff

Wilbert Gering, Representative Plaintiff

Mary Perry-Hardin, Representative Plaintiff

Curtis Green, Representative Plaintiff

Beverly Lofftus, Representative Plaintiff

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Katy D. Robinson, Representative Plaintiff

David C. Prochazka, Representative Plaintiff

Kathryn Jarvi, Representative Plaintiff

Randy L. Robinson, Representative Plaintiff

Nathalie Curry, Plaintiff

Eugene Jarvi, Representative Plaintiff

*Myrel Lemon*  
Myrel Lemon, Plaintiff

Jeffrey B. Thomas, Plaintiff

*Roger A. Lemon*  
Roger A. Lemon, Plaintiff

entitled to an award of his, her, or its reasonable costs, expenses and attorneys' fees incurred, both at the trial and appellate court levels, before and after judgment.

DATED this 20<sup>th</sup> day of JANUARY, 2000

James R. Blohowiak  
James R. Blohowiak, Representative Plaintiff

Kay Y. Blohowiak  
Kay Y. Blohowiak, Representative Plaintiff

Marjorie A. Langdahl  
Marjorie A. Langdahl, Representative Plaintiff

Carla C. Wigen  
Carla C. Wigen, Representative Plaintiff

Leslie Morgan  
Leslie Morgan, Representative Plaintiff

Wilbert Gering  
Wilbert Gering, Representative Plaintiff

Mary Perry-Hardin  
Mary Perry-Hardin, Representative Plaintiff

Curtis Green  
Curtis Green, Representative Plaintiff

Beverly Lofftus  
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Dian H. Prochazka  
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Wyatt Lofftus  
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Katy D. Robinson  
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David C. Prochazka  
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Kathryn Jarvi  
Kathryn Jarvi, Representative Plaintiff

Randy L. Robinson  
Randy L. Robinson, Representative Plaintiff

Nathalie Curry  
Nathalie Curry, Plaintiff

Eugene Jarvi  
Eugene Jarvi, Representative Plaintiff

Myrel Lemon  
Myrel Lemon, Plaintiff

Jeffrey B. Thomas  
Jeffrey B. Thomas, Plaintiff

Roger A. Lemon  
Roger A. Lemon, Plaintiff

entitled to an award of his, her, or its reasonable costs, expenses and attorneys' fees incurred, both at the trial and appellate court levels, before and after judgment.

DATED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

James R. Blohowiak, Representative Plaintiff

Kay Y. Blohowiak, Representative Plaintiff

Marjorie A. Langdahl, Representative Plaintiff

Carla C. Wigen, Representative Plaintiff

Leslie Morgan, Representative Plaintiff

Wilbert Gering, Representative Plaintiff

Mary Perry-Hardin, Representative Plaintiff

Curtis Green, Representative Plaintiff

Beverly Lofftus, Representative Plaintiff

David I. Hardin, Representative Plaintiff

*Dian H. Prochazka*

Dian H. Prochazka, Representative Plaintiff

Wyatt Lofftus, Representative Plaintiff

Katy D. Robinson, Representative Plaintiff

David C. Prochazka, Representative Plaintiff

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Eugene Jarvi, Representative Plaintiff

Myrel Lemon, Plaintiff

Jeffrey B. Thomas, Plaintiff

Roger A. Lemon, Plaintiff

entitled to an award of his, her, or its reasonable costs, expenses and attorneys' fees incurred, both at the trial and appellate court levels, before and after judgment.

DATED this 24 day of January, 2000.

James R. Blohowiak, Representative Plaintiff

Kay Y. Blohowiak, Representative Plaintiff

Marjorie A. Langdahl, Representative Plaintiff

Carla C. Wigen, Representative Plaintiff

Leslie Morgan, Representative Plaintiff

Wilbert Gering, Representative Plaintiff

Mary Petry Hardin, Representative Plaintiff

Curtis Green, Representative Plaintiff

Beverly Lofftus, Representative Plaintiff

David I. Hardin, Representative Plaintiff

Dian H. Prochazka, Representative Plaintiff

Wyatt Lofftus, Representative Plaintiff

Kary D. Robinson, Representative Plaintiff

David C. Prochazka, Representative Plaintiff

Kathryn Jarvi, Representative Plaintiff

Randy L. Robinson, Representative Plaintiff

Nathalie Curry, Plaintiff

Eugene Jarvi, Representative Plaintiff

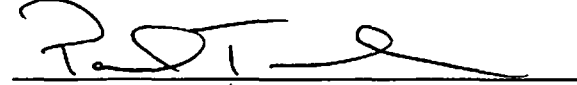
Myrel Lemon, Plaintiff

Jeffrey B. Thomas, Plaintiff

Roger A. Lemon, Plaintiff

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

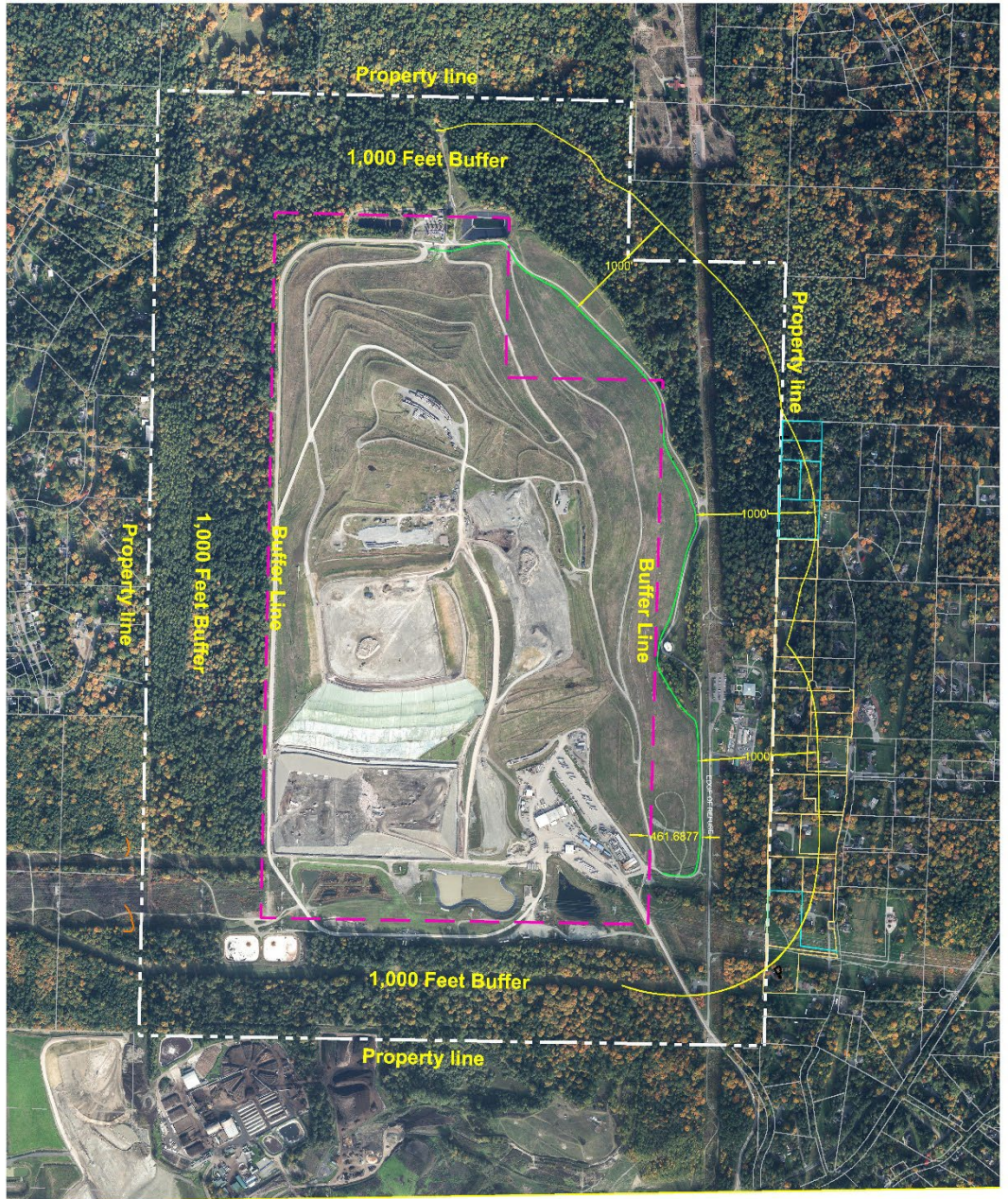
KING COUNTY



Paul Tanaka  
Deputy County Executive

GORDON, THOMAS, HONEYWELL,  
MALANCA, PETERSON & DAHEIM,  
P.L.L.C.

By \_\_\_\_\_  
Albert R. Malanca  
Attorneys for Plaintiffs



**KEY**

- Property Line
- Buffer Line
- Approx. east edge of garbage limits
- Approx. 1,000' Buffer from edge of buried garbage
- King County Property
- Property line

**Cedar Hills Regional Landfill  
Aerial Flown Oct. 19 2021**

