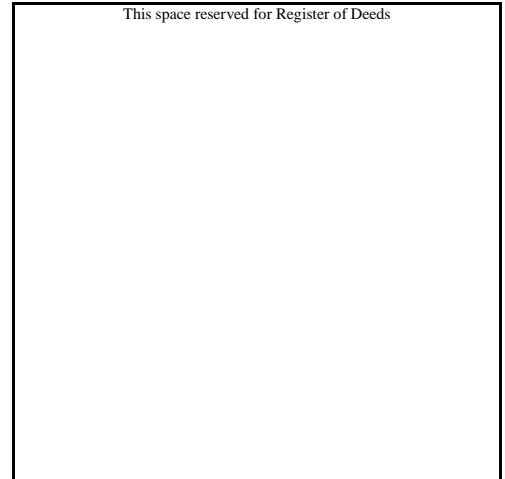


**RESTRICTIVE COVENANT**

\_\_\_\_\_ is (are) the owner(s) in fee simple of certain real property located in the county of \_\_\_\_\_ and is more particularly described by the following legal description which is illustrated in the attached drawing and is sealed by a Kansas-licensed Professional Land Surveyor, and includes the area or areas of the tract or tracts being described (in addition, a street address is included if available):



by virtue of a deed dated \_\_\_\_\_, \_\_\_\_\_, recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, in the Office of the Register of Deeds, \_\_\_\_\_ County, Kansas.

## **1. PROPERTY USE AND MAINTENANCE**

The property is at the date of filing in use as a solid waste disposal area under Permit # \_\_\_\_\_ issued by the Kansas Department of Health and Environment. After closure of the landfill, the property shall be used in a manner consistent with the following restrictions:

## **2. PROTECTION OF SYSTEMS, MARKERS**

All future land uses shall be conducted in a manner which will protect and preserve the integrity of the environment and all waste containment and monitoring systems designed, installed, and operated during the operation of the disposal areas or during the post-closure period.

All present and future owners and tenants of this property must preserve and protect all permanent survey markers and benchmarks and all environmental monitoring stations installed on the property.

## **3. CONSTRUCTION: APPROVAL**

Any subsequent property owners and/or tenants are required to consult with KDHE during planning of any improvement to the property and to obtain approval from KDHE in Topeka, Kansas before any work is done to any monitoring devices or systems, before improvement of this site is performed, or before any excavation or construction of permanent structures, drainage ditches, changes to the contours or dirt work, changes in the vegetation grown, production or sale of food chain crops, or removal of any security fencing, signs or devices installed to restrict public access to waste storage or disposal areas.

## **4. EASEMENT TO KDHE**

The Kansas Department of Health and Environment, its successors or assigns and any duly authorized agents or contractors employed by or on behalf of KDHE are hereby granted a permanent easement to enter or come upon the property to perform the following actions:

- a. Complete any work necessary which may be specified in or be a part of a closure plan required to be submitted to the department;
- b. Perform any maintenance or monitoring of any of the waste disposal area during the statutorily required post-closure period;
- c. Sample, repair or reconstruct any environmental monitoring stations constructed as a requirement for operating or post-closure care.

**5. DISCLOSURE**

Any offer or contract for the conveyance, sale, lease or other interest in the property must contain full and complete disclosure of all terms, conditions and requirements for long term care and land use which is imposed by current statutes, rules and regulations or the site permit existing at the time of the offer or contract. The offer or contract must also contain provisions for proper and continued maintenance of the waste containment system and testing of the monitoring systems.

**6. BINDING TERMS**

These limitations, restrictions, easements, conditions and covenants shall be permanent and shall run with the land and shall be binding on all parties now having or hereafter acquiring any right, title or interest in the property or any part thereof. These covenants, easement and all related documents can be extinguished only by written agreement between the property owner and the Kansas Department of Health and Environment.

**7. DURATION, MODIFICATION, ENFORCEABILITY AND TERMINATION**

This Restrictive Covenant/Easement shall be permanent and extend in perpetuity, unless extinguished by agreement between the property owner and the Secretary of KDHE. The restrictions and other requirements described in this Restrictive Covenant/Easement shall run with the land and be binding upon, and inure to the benefit of the Property owner and the owner's successors, assigns, heirs and lessees and their authorized agents, employees, contractors, representatives, agents, lessees, licensees, invitees, guests, or persons acting under their direction or control and to the benefit of KDHE.

This Restrictive Covenant/Easement shall not be amended, modified, or terminated without KDHE's prior written approval. Within thirty (30) calendar days of executing an amendment, modification, or termination of the Restrictive Covenant/Easement, the Property owner shall record such amendment, modification, or termination with the \_\_\_\_\_ County Register of Deeds.

Within thirty (30) calendar days thereafter, the Property owner shall provide a copy of the recorded amendment, modification, or termination and corresponding survey map to KDHE that bears the seal and/or notarized signature of the Register of Deeds. If any portion of this Restrictive Covenant/Easement or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions or terms of this Restrictive Covenant/Easement shall remain in full force and effect if such portion found invalid had not been included herein.

In addition, KDHE shall be deemed beneficiary of the Restrictive Covenant/Easement, a procedure necessary to protect the public health and environment pursuant to K.S.A. 65-3401 *et seq.* KDHE shall have the right to sue for and obtain injunction, prohibitive or mandatory or any other legal or equitable relief to prevent the breach of, or enforce the restrictions set forth herein, and/or recover damages for such violation.

