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| After Recording Return Original Signed Covenant to:Valerie CramerHWTR ProgramDepartment of EcologyNorthwest Regional OfficePO Box 330316Shoreline, WA 98133-9716 |  |

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| **Document Title:** | **Environmental Covenant** |
| **Grantor:** | **Hexcel Corporation** |
| **Grantee:** | **State of Washington, Department of Ecology** |
| **Brief Legal Description:** | PTN SE1/4 NE1/4, STR 1-22N-4E, W.M.(Full legal description attached as Exhibit A) |
| **Tax Parcel No.:** | **012204-9061-06** |
| **Related Documents:** | **N/A** |

This Environmental Covenant (“***Covenant***”) is made as of the date executed by **Hexcel Corporation**, a Delaware corporation (“***Grantor***”), for the benefit of State of Washington, Department of Ecology (“***Ecology***”).

## RECITALS

**a.** This document is an environmental (restrictive) covenant executed pursuant to the Model Toxics Control Act (“***MTCA***”), chapter 70.105D RCW, and Uniform Environmental Covenants Act (“***UECA***”), chapter 64.70 RCW.

**b.** The real property that is the subject of this Covenant is part or all of a site commonly known as Hexcel Corporation Plant 1 Facility, Kent and Facility ID 53292855; which is located at 19819 84th Avenue South in Kent, Washington. The real 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 the subject of remedial action conducted under MTCA. This Covenant is required because residual contamination remains on the Property after completion of remedial actions. Specifically, the following principal contaminants remain on the Property in excess of MTCA cleanup levels:

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| **Medium** | **Principal Contaminants Present** |
| Soil | None |
| Groundwater | Vinyl Chloride |
| Surface Water/Sediment | None |

**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 remedial actions conducted at the site. Records describing the extent of residual contamination and remedial actions conducted are available through Ecology. This includes the following documents: Focused Remedial Investigation Summary, Focused Feasibility Study, and Cleanup Action Plan.

**e.** This Covenant grants Ecology certain rights under UECA and as specified in this Covenant. As a Holder of this Covenant under UECA, Ecology has an interest in real property, however, this is not an ownership interest which equates to liability under MTCA or the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.* The rights of Ecology as an “agency” under UECA, other than its right as a holder, are not an interest in real property.

## COVENANT

 Hexcel Corporation, a Delaware corporation, as Grantor and fee simple owner of the Property, hereby grants to the Washington State Department of Ecology, and its successors and assignees, the following covenants described herein. 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 Remedial Action**. The Grantor shall not engage in any activity on the Property that may impact or interfere with the remedial action and any operation, maintenance, inspection or monitoring of that remedial action without prior written approval from Ecology.

**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 Ecology. This includes, but is not limited to, any activity that results in the release of residual contamination that was con­tained as a part of the remedial action or that exacerbates or creates a new exposure to residual contamination remaining on the Property.

**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 remedial actions and continued compliance with this Covenant.

**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.

**e. Preservation of Reference Monuments.** Grantor shall make a good faith effort to preserve any reference monuments and boundary markers used to define the areal extent of coverage of this Covenant. Should a monument or marker be damaged or destroyed, Grantor shall have it replaced by a licensed professional surveyor within thirty (30) days of discovery by Grantor of the damage or destruction.

## 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. Industrial or Commercial Land Use:** The remedial action for the Property is based on a cleanup designed for industrial or commercial property. As such, the Property shall be used in perpetuity only for industrial or commercial land uses as that term is defined in the rules promulgated under Chapter 70.105D RCW. Prohibited uses on the Property include but are not limited to residential uses, childcare facilities, K-12 public or private schools, parks, grazing of animals, and growing of food crops.

**b. Containment of Soil:**  The Grantor shall not alter or remove the existing structures on the Property in any manner that would expose contaminated soil, result in a release to the environment of contaminants, or create a new exposure pathway, without prior written approval of Ecology. Should Grantor propose to remove all or a portion of the existing structures illustrated in Exhibit Bso that access to the underlying contamination is feasible, Ecology may require treatment or removal of the underlying contaminated soil.

**c. Groundwater use**: The groundwater beneath the Property remains contaminated and shall not be extracted for any purpose other than temporary construction dewatering, investigation, monitoring or remediation. Drilling of a well for any water supply purpose is strictly prohibited. Groundwater extracted from the Property for any purpose shall be considered potentially contaminated and any discharge of this water shall be done in accordance with state and federal law.

**d. Monitoring:** Several groundwater monitoring wells are located on the Property to monitor the performance of the remedial action. The Grantor shall maintain clear access to these devices and protect them from damage. The Grantor shall report to Ecology within forty-eight (48) hours of the discovery of any damage to any monitoring device. Unless Ecology approves of an alternative plan in writing, the Grantor shall promptly repair the damage and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.

## Section 3. Access.

**a.** The Grantor shall maintain clear access to all remedial action components necessary to construct, operate, inspect, monitor and maintain the remedial action.

**b.** The Grantor freely and voluntarily grants Ecology and its authorized representatives, upon reasonable notice, the right to enter the Property at reasonable times to evaluate the effectiveness of this Covenant and associated remedial actions, and enforce compliance with this Covenant and those actions, including the right to take samples, inspect any remedial actions conducted on the Property, and to inspect related records.

**c.** 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 in any part of the Property, including but not limited to title, easements, leases, and security or other interests, must:

1. Provide written notice to Ecology of the intended conveyance at least thirty (30) days in advance of the conveyance.
2. Include in any 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 THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON [date] AND RECORDED in the Real Property Records of KING COUNTY UNDER RECORDING NUMBER [Recording Number]. USES AND ACTIVITIES ON THIS PROPERTY MUST COMPLY WITH THAT COVENANT, A COMPLETE COPY OF WHICH IS ATTACHED TO THIS DOCUMENT.**

Provided, however, that any conveying document that is to be recorded in the real property records of King County, Washington need not attach a copy of this Covenant.

**iii.** Unless otherwise agreed to in writing by Ecology, provide Ecology with a complete copy of the executed document within thirty (30) days of the date of execution of such document.

**b. Reporting Violations.** Should the Grantor become aware of any violation of this Covenant, Grantor shall promptly report such violation in writing to Ecology.

**c.** **Emergencies.** For any emergency or significant change in site conditions due to Acts of Nature (for example, flood or 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 Ecology in writing of the event and response actions planned or taken as soon as practical but no later than 24 hours after the discovery of such event.

**d. Notification procedure.** Any required written notice, approval, reporting or other 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.

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| Hexcel Corporation3300 Mallard Fox DriveDecatur, AL 35601-7575Attn: Chinnathambi EsakkiperumalChinnathambi.Esakkiperumal@hexcel.com203-352-6886  | Environmental Covenants CoordinatorWashington State Department of EcologyToxics Cleanup ProgramP.O. Box 47600Olympia, WA 98504 ~~–~~ 7600(360) 407-6000ToxicsCleanupProgramHQ@ecy.wa.gov |

## Section 5. Modification or Termination.

**a.** Grantor must provide written notice and obtain approval from Ecology 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 Property:

1. Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal; and
2. If Ecology approves of the proposal, this Covenant must be amended to reflect the change before the activity or use can proceed.

**b.** If the condi­tions at the Property requiring a Covenant have changed or no longer exist, then the Grantor may submit a request to Ecology that this Covenant be amended or terminated. Any amendment or termination of this Covenant must follow the procedures in MTCA and UECA and any rules promulgated under such chapters.

## 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 by both parties, Grantor shall provide Ecology with proof of recording and a copy of the Covenant, and Grantor shall provide proof of recording to others required by RCW 64.70.070. If after this Covenant is recorded, Grantor obtains the original signed Covenant, Grantor shall deliver such original signed Covenant to Ecology.

**c.** Ecology 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 MTCA and UECA. Enforcement of the terms of this Covenant shall be at the discretion of Ecology, and any forbearance, delay or omission to exercise its rights under this Covenant in the event of a breach of any term of this Covenant is not a waiver by Ecology of that term or of any subsequent breach of that term, or any other term in this Covenant, or of any rights of Ecology under this Covenant.

**d.** The Grantor shall be responsible for all costs associated with implementation of this Covenant. Furthermore, the Grantor, upon request by Ecology, shall be obligated to pay for Ecology’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 MTCA and UECA.

**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.

[*Signature and acknowledgement on following page.*]

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

EXECUTED this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

**Hexcel Corporation**,
a Delaware Corporation

By:

Name:

Title:

**grantor ACKNOWLEDGMENT**

STATE OF WASHINGTON )

)

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_ )

This document was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2018, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of Hexcel Corporation, a Delaware corporation.

NOTARY PUBLIC

My Commission expires:

[*Signature and acknowledgement continues on following page.*]

The Department of Ecology**,** hereby accepts the status as GRANTEE and HOLDER of the above Environmental Covenant.

STATE OF WASHINGTON

DEPARTMENT OF ECOLOGY

By:

Name: Katrina Lassiter

Title: Program Manager, Hazardous Waste & Toxics Reduction Program

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**STATE ACKNOWLEDGMENT**

STATE OF WASHINGTON )

)

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_ )

This document was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2018, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of State of Washington, Department of Ecology.

NOTARY PUBLIC

My Commission expires:

## Exhibit A

**Legal Description**

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING SOUTH OF THE SOUTHERLY MARGIN OF SOUTH 196TH STREET AND EASTERLY OF THE EAST MARGIN OF 81ST AVENUE SOUTH AS THEY WERE ESTABLISHED BY THAT DEED RECORDED UNDER RECORDING NUMBER 5345763;

EXCEPT THE SOUTH 30 FEET THEREOF;

EXCEPT THOSE PORTIONS LYING WITHIN PRIMARY STATE HIGHWAY NUMBER 5;

EXCEPT THOSE PORTIONS DEEDED TO THE CITY OF KENT BY DEEDS RECORDED UNDER RECORDING NUMBERS 7812220012, 7905290355, 8808150073 AND 9610291614; AND EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST MARGIN OF PRIMARY STATE HIGHWAY NUMBER 5, SAID POINT BEING 179.06 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1;

THENCE WEST ALONG THE SOUTHERLY MARGIN OF SOUTH 196TH STREET TO A POINT WHICH IS 411.11 FEET EAST OF THE EASTERLY MARGIN OF 81ST AVENUE SOUTH;

THENCE SOUTH PARALLEL TO SAID EASTERLY MARGIN 365 FEET;

THENCE EAST PARALLEL TO SAID SOUTHERLY MARGIN TO THE WESTERLY MARGIN OF SAID STATE HIGHWAY;

THENCE NORTH ALONG SAID WESTERLY MARGIN TO THE POINT OF BEGINNING.

## Exhibit B

**Property Map**

