



After Recording, Return
Original Signed Covenant to:
Jeremy Schmidt
Toxics Cleanup Program
Department of Ecology
4601 N. Monroe St.
Spokane, WA 99205-1295

Environmental Covenant

Grantor: Holcim (US), Inc.

Grantee: State of Washington, Department of Ecology

Brief Legal Description: Section 04, Township 25, Range 44, Tract "C" of Short Plat 96-1089, Auditor's File #4265349, Book 15, Pages 65 & 66.

Tax Parcel No.: 45046.9067

Cross Reference: NA

RECITALS

- a. This document is an environmental (restrictive) covenant (hereafter "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 Property that is the subject of this Covenant is part of a site commonly known as the Holcim (US) Inc. Site, facility ID 52126416. The Property is legally described in Exhibit A, and illustrated in Exhibit B, both of which are attached (hereafter "Property"). If there are differences between these two Exhibits, the legal description in Exhibit A shall prevail.
- c. The Property is the subject of remedial action 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:

Medium	Principal Contaminants Present
Soil	Arsenic, Cadmium, Lead, High pH
Groundwater	Arsenic, Lead

- d. The protective cap, adjacent stormwater management areas, site groundwater monitoring wells, and buffer zones are located in the north portion of the Property in an area referred to in this

document as the “Restricted Area. The Restricted Area is illustrated in Exhibit C and legally defined in Exhibit D. If there are differences between these two Exhibits, the legal definition in Exhibit D prevails. Residual contamination remains beneath the protective cap; the approximate location of the protective cap is also illustrated in Exhibit C.

e. It is the purpose of this Covenant to restrict certain activities and uses of the Restricted Area and 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 the Washington State Department of Ecology. This includes the following document:

i. Cleanup Action Report October 31, 2017.

f. This Covenant grants the Washington State Department of Ecology, as holder of this Covenant, certain rights specified in this Covenant. The right of the Washington State Department of Ecology as a holder is not an ownership interest under MTCA, Chapter 70.105D RCW or the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”) 42 USC Chapter 103.

COVENANT

Holcim (US), Inc., as Grantor and owner of the Property, hereby grants to the Washington State Department of Ecology, and its successors and assignees, (hereafter “Ecology”) the following covenants. Furthermore, it is the intent of the Grantor that such covenants shall 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. **Amendment to the Covenant.** Grantor must notify 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. Before approving any proposal, Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal. If Ecology approves the proposal, the Covenant will be amended to reflect the change.

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 Restricted Area and/or the Property.

a. Containment of Soil/Waste Materials. The remedial action for the Property is based on containing contaminated soil and cement kiln dust (CKD) under a cap consisting of 2 feet of topsoil/fill, geotextile, a drainage net, and a geomembrane and located as illustrated in Exhibit C. The primary purposes of this cap are to minimize the potential for contact with contaminated soil; minimize leaching of contaminants to groundwater and surface water; prevent runoff from contacting contaminated soil; and to minimize the potential to release airborne contaminants from the underlying CKD and contaminated soil. As such, the following restrictions shall apply within the Restricted Area illustrated and legally described in Exhibits C and D, respectively:

Any activity on the Restricted Area that will compromise the integrity of the cap including: drilling; digging; piercing the cap with sampling device, post, stake or similar device; grading; excavation; installation of underground utilities; removal of the cap; or, application of loads in excess of the cap load bearing capacity, is prohibited without prior written approval by Ecology. The Grantor shall report to Ecology within forty-eight (48) hours of the discovery of any damage to the cap. Unless an alternative plan has been approved by Ecology 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.

The Grantor covenants and agrees that it shall annually, or at another time as approved in writing by Ecology, inspect the cap and report within thirty (30) days of the inspection the condition of the cap and any changes to the cap that would impair its performance.

b. Stormwater facilities. To minimize the potential for mobilization of contaminants remaining under the cap, no new stormwater infiltration facilities or ponds shall be constructed within 100 feet of the edge of the cap. All stormwater catch basins, conveyance systems, and other appurtenances located within this area shall be of water-tight construction. No alterations of the existing stormwater infiltration facilities, including filling or removing soil, or removing desired vegetation, is allowed without written approval from Ecology.

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 anywhere on the Property 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 in the Restricted Area 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, easement, leases, and security or other interests, must:

- i. Notify Ecology at least thirty (30) days in advance of the conveyance.
- ii. Include in the conveying document a notice in substantially the following form, as well as a complete copy of this Covenant:

NOTICE: THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON X/X/2015 AND RECORDED WITH THE SPOKANE COUNTY AUDITOR 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.

- 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 to Ecology.
- c. **Emergencies.** For any emergency or significant change in site conditions due to Acts of Nature (for example, flood, fire) resulting in a violation of this Covenant, the Grantor is authorized to respond to such an event in accordance with state and federal law. The Grantor must notify Ecology of the event and response actions planned or taken as soon as practical but no later than within 24 hours of the discovery of the event.

d. Any required written notice, approval, or communication shall be personally delivered or sent by first class mail to the following persons. Any change in this contact information shall be submitted in writing to all parties to this Covenant.

Travis Bennett Holcim (US), Inc. Senior Manager, Closed Sites and Remediation 14500 C.R. 1550 Ada, Oklahoma 74820 580-421-8926 With a required copy to: Holcim (US) Inc. Legal Department 6211 N. Ann Arbor Rd. Dundee, MI 48131	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 Olympia, WA 98504 – 7600 (360) 407-6000
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As an alternative to providing written notice and change in contact information by mail, these documents may be provided electronically in an agreed upon format at the time of submittal.

Section 5. Modification or Termination.

- a. If the conditions at the site 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 Chapter 64.70 RCW and Chapter 70.105D RCW and any rules promulgated under these chapters.
- b. By signing this agreement, per RCW 64.70.100, the original signatories to this agreement, other than Ecology, agree to waive all rights to sign amendments to and termination of this Covenant.

Section 6. Enforcement and Construction.

- a. This Covenant is being freely and voluntarily granted by the Grantor.
- b. Grantor shall provide Ecology with an original signed Covenant and proof of recording within ten (10) days of execution of this Covenant.
- 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 Chapter 70.105D RCW and Chapter 64.70 RCW. 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, 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 the Model Toxics Control Act, chapter 70.105D RCW and Uniform Environmental Covenants Act, chapter 64.70 RCW.

f. The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though such void provision had not been contained herein.

g. A heading used at the beginning of any section or paragraph or exhibit of this Covenant may be used to aid in the interpretation of that section or paragraph or exhibit but does not override the specific requirements in that section or paragraph.

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

EXECUTED this 16 day of August, 2018.

Holcim (US), Inc.

[SIGNATURE] Brian M. Smith
[TITLE] Asst. Sec.

Dated: August 16, 2018

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

James Pendowski ~~ROBERT W WARREN~~
Program Manager, Toxics Cleanup Program

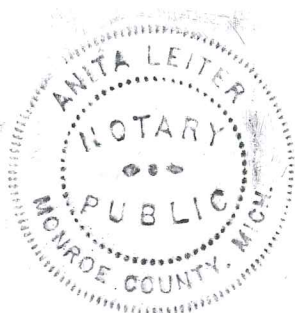
Dated: 9/24/18

GRANTOR CORPORATE ACKNOWLEDGMENT

STATE OF MICHIGAN
COUNTY OF MONROE

On this 16th day of August, 2018, I certify that Brian M Smith personally appeared before me, acknowledged that he/she is the Assistant Secretary of the corporation that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument for said corporation.

Anita Leiter
Notary Public in and for the State of Michigan
Washington, residing at Monroe County
My appointment expires 5/9/2024



ANITA LEITER
NOTARY PUBLIC, STATE OF MI
COUNTY OF MONROE
MY COMMISSION EXPIRES May 9, 2024
ACTING IN COUNTY OF Monroe

Exhibit A

LEGAL DESCRIPTION

Portions of platted and unplatted land in the Northeast Quarter of the Southeast Quarter (NE ¼ of SE ¼) and Government Lots Seven (7) and Eight (8) in Section Four (4), and in Government Lot Seven (7) in Section Three (3), Township Twenty-five (25) North, Range Forty-four (44) East, Willamette Meridian, described as follows: Beginning at the most northerly corner of Lot 1, Block 1 of Replat of Block 1, First Addition to Grandview Acres per plat recorded in Book 16 of Plats, Page 32, said point also being the interesting of the southwesterly line of the Northern Pacific Railroad Spur with the southerly line of the Spokane International Railroad Spur; thence South 73°37'50" West along the north line of said plat and along said southerly line, 212.49 feet to the most easterly corner of Lot 5 of said Block 1; thence along the boundary of said Lot 5 the following four (4) courses: (1) South 28°40'37" West 88.06 feet; (2) South 73°37'50" West 157.98 feet; (3) South 16°22'10" East 72.84 feet; (4) South 73°37'50" West 153.12 feet to the northwest corner of Lot 4 of said Block 1 and a point on the easterly line of Cement Lane, a private road; thence South 16°22'10" East along the westerly line of said Lot 4 and along said easterly line, 185.05 feet to the northerly line of Empire Way; thence South 73°37'50" along said northerly line, 40.00 feet to the westerly line of said Cement Lane and the southeasterly corner of Lot 1, Block 2, First Addition to Grandview Acres per plat recorded in Book "S" of Plats, Page 6; thence North 16°22'10" West, along said westerly line and the easterly line of said Lot 1 a distance of 286.11 feet to a point on the southerly line of the northerly 34.00 feet of said Lot 1; thence South 73°37'50" West, along said southerly line, 128.04 feet to a point on the westerly line of said Lot 1; thence North 16°22'10" West along said westerly line, 34.00 feet to the northeasterly corner of Lot 2 of said Block 2; thence South 73°37'50" West, along the northerly line of said Lot 2 a distance of 131.42 feet; thence North 35°06'04 West 178.21 feet; thence South 73°37'50" West 468.83 feet; thence North 16°22'10" West 47.14 feet to the point of curve of a non-tangent 880.00 feet radius curve to the left, the center of circle of which bears South 23°04'53" East; thence along the arc of said curve through a central angle of 12°57'20" 198.98 feet to the point of tangent; thence South 53°57'47" West, 388.06 feet to a point on the northerly line of the Spokane International Railroad Spur; thence South 73°37'50" West, along said northerly line, 190.24 feet to an existing concrete monument; thence North 53°53'09" East, 1095.31 feet to an existing concrete monument; thence North 16°20'50" West 754.28 feet; thence North 82°11'10" East 539.58 feet; thence South 45°59'20" East 803.51 feet to an existing concrete monument and a point on the east line of said Government Lot 7, Section 4, as monumented by Kenneth P. Noorie, in 1954; thence South 01°42'05" East, along said east line 14.23 feet to a point which bears North 01°42'05" West, 145.70 feet from the East ¼ corner of said Section 4, said point also being on the northeasterly line of the Northern Pacific Railroad Spur and the point of curve of a non-tangent 588.69 feet radius curve to the right, the center of circle of which bears South 27°31'51" West; thence along said northeasterly line the following two (2) courses: (1) along the arc of said curve, through a central angle of 16°58'55", 174.48 feet to the point of tangent; (2) South 45°28'14" East 222.10 feet to an existing concrete monument and a point on the northerly line of the Spokane International Railroad spur, thence South 00°24'30" West 41.78 feet to the point of beginning.

**Exhibit B
Property Map**

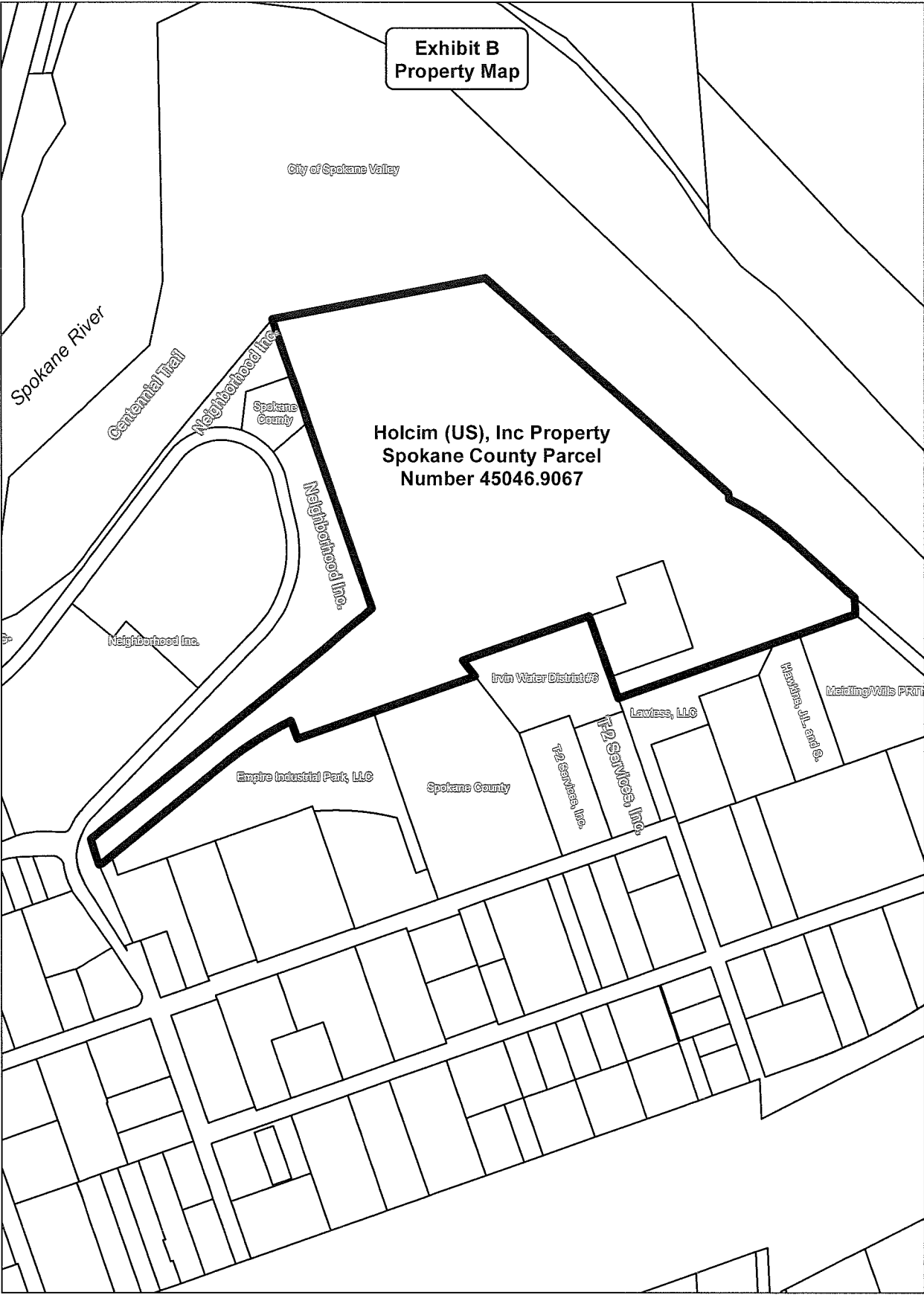


Exhibit C Map Illustrating Location of Restricted Area

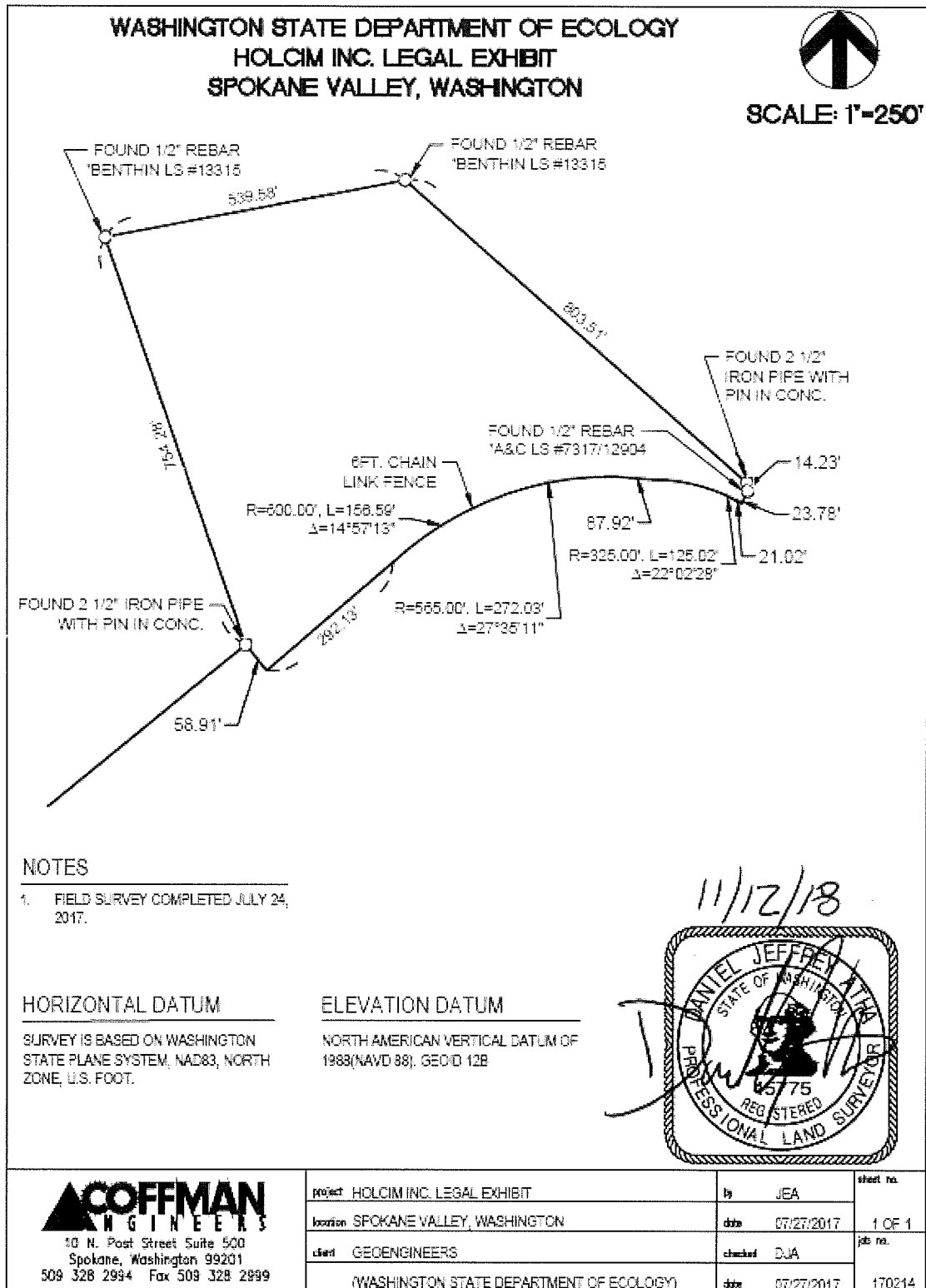


Exhibit D

LEGAL DESCRIPTION OF RESTRICTED AREA

LEGAL DESCRIPTION FOR PORTION OF TRACT "C" SHORT PLAT 1089-96

A portion of land in Tract C of Short Plat 1089-96, per Book 15, Page 66 of Spokane County Records and in Section 4, Township 25 North, Range 44 East, W.M. in Spokane County lying North of the following described line;

COMMENCING at a found 1/2" Rebar with yellow plastic cap marked "Benthin LS 13315" at the Northwest corner of said Tract C thence South 16°20'50" East a distance of 754.28 feet to a 2 1/2" Iron Pipe in concrete being the **POINT OF BEGINNING**; Thence South 36°56'28" East a distance of 58.91 feet;

thence North 52°26'33" East a distance of 292.13 feet; thence in a northeasterly direction with a non-tangent curve turning to the right with a radius of 600.00 feet, having a chord bearing of North 58°20'51" East and a chord distance of 156.15 feet, having a central angle of 14°57'13" and an arc length of 156.59 feet; thence in a northeasterly direction with a non-tangent curve turning to the right with a radius of 565.00 feet, having a chord bearing of North 79°38'03" East and a chord distance of 269.41 feet, having a central angle of 27°35'11" and an arc length of 272.03 feet; thence South 83°06'09" East a distance of 87.92 feet; thence in a southeasterly direction with a non-tangent curve turning to the right with a radius of 325.00 feet, having a chord bearing of South 72°36'31" East and a chord distance of 124.26 feet, having a central angle of 22°02'28" and an arc length of 125.02 feet; thence South 61°38'36" East a distance of 21.02 feet; thence North 28°21'24" East a distance of 23.78 feet a found 1/2" Rebar with yellow plastic cap marked "A&C LS 7317/12904" on the easterly line of said Tract C and also being the **TERMINUS** of this line description.

All situate in Spokane County, Washington

Containing 474,411.52 SQ. FT. or 10.89 Acres ±

