



Auditor File #:2025-0005846

Recorded at the request of:
NORTHWEST ALLOYS

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Stevens County Washington
Lori Larsen Auditor

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After Recording Return To:

Christer Loftenius
Toxics Cleanup Program
Department of Ecology
4601 N. Monroe, Suite 202
Spokane, WA 99205-1295

Environmental Covenant

Grantors: BRUCE BRAUNER

Grantee: State of Washington, Department of Ecology (hereafter "Ecology")

Stevens Co. Tax Parcel Nos.: 2600900

Cross Reference: Original Covenant Auditor File # 2001 0003757 (superseding);

RECITALS

- a. This document is an environmental (restrictive) covenant (hereafter "Covenant") executed pursuant to the Model Toxics Control Act ("MTCA"), chapter 70A.305 RCW, and Uniform Environmental Covenants Act ("UECA"), chapter 64.70 RCW.
- b. The real property that is the subject of this Covenant is one of the parcels comprising part of a site commonly known as the L-Bar Site, Ecology Facility No. 762. 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 conducted under MTCA. This Covenant is required because residual contamination remains on the Property after completion of remedial actions. Specifically, the following primary indicator hazardous substances remain on the Property: chloride, ammonia, total dissolved solids, nitrate and nitrite. Secondary indicator hazardous substances such as barium, manganese, selenium and thallium also remain on the Property.

Medium	Primary Indicator Hazardous Substances Present	Secondary Indicator Hazardous Substances Present
Soil	Chloride, Ammonia	
Groundwater	Chloride, Ammonia, Total Dissolved Solids	Barium, Nitrate, Nitrite, Selenium, Thallium, pH
Surface Water/Sediment	Chloride, Ammonia, Total Dissolved Solids	

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.

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.

f. This Covenant supersedes and replaces the existing Environmental (Restrictive) Covenant, which is recorded with Stevens County as Auditor File #2001 0003757, which covered this Property and other parcels at the Site.

COVENANT

BRUCE BRAUNER as Grantor and owner of the Property hereby grants to the Washington State Department of Ecology, and its successors and assignees, the following covenants. Furthermore, it is the intent of the Grantor that such covenants shall supersede any prior interests the Grantor has in the Property and run with the land and be binding on all current and future owners of any portion of, or interest in, the Property.

Section 1. General Restrictions and Requirements.

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

a. **Interference with 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.** The 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.** The 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.** The 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, the Grantor shall have it replaced by a licensed professional surveyor within 30 days of discovery 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. **Land use.** The remedial action for the Property is based on a cleanup action designed for industrial and commercial property. As such, the Property shall be used only for agricultural purposes or industrial and commercial uses, as that term is defined in the rules promulgated under Chapter RCW 70A.305 RCW.). A change in use must be specifically authorized, in writing, by Ecology. Such as change in use must be in accordance with applicable law and may be approved by Ecology only after public notice and comment.

b. **Groundwater use.** Shallow groundwater beneath the Property is not suitable for potable water supply purposes based on its observed limited yield, and the presence of contaminants whose concentrations exceed site specific cleanup levels. Therefore, withdrawal of shallow site groundwater is not allowed unless specifically approved in writing by Ecology. No new water supply well(s) can be drilled on the Property to obtain water from deeper confined water-bearing zones (located at depths greater than 70 feet below the ground surface) until prior notification of such activities is provided to, and approved in writing by, Ecology. If Grantor wishes to install a new water supply well to obtain water from deeper confined water-bearing zones shall develop a well drilling and installation plan which describes the procedures and measures which will be taken to prevent potential water quality impacts due to site contaminants.

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 grant 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 records that are related to the cleanup action.

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, and leases, must:

- i. Provide written notice to Ecology of the intended conveyance 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 _____ AND RECORDED WITH THE STEVENS COUNTY AUDITOR UNDER 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 a Grantor become aware of any violation of this Covenant, the Grantor shall report such violation in writing to Ecology within seven days.

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, 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 within 24 hours of the discovery of the 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.

Mark Stiffler Northwest Alloys, Inc. 201 Isabella Street Pittsburgh, PA 15212-5858 BRUCE BRAUNER PM 169 1250 N. Hwy. Colville, WA 99114	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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Section 5. Modification or Termination.

a. The 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 site:

- i. Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal; and

ii. If Ecology approves of the proposal, the Covenant must be amended to reflect the change before the activity or use can proceed.

b. If the conditions at the site requiring a Covenant have changed or no longer exist, then 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 these 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, Grantor shall provide Ecology with proof of recording and a copy of the Covenant and proof of recording to others required by RCW 64.70.070.

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 Grantors shall be responsible for all costs associated with implementation of this Covenant. Furthermore, the Grantors, upon written 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.

The undersigned Grantor warrants he/she holds the title to Tax Parcel 2600900 and has authority to execute this Covenant.

EXECUTED this 10 day of July, 2024.

Bruce Brauner
Signature

by: BRUCE BRAUNER
Printed Name

Title: Owner

The undersigned further acknowledges Restrictive Covenant 2001 0003757 filed in Stevens County, is hereby terminated and replaced with the above Environmental Covenant.

Bruce Brauner
Signature

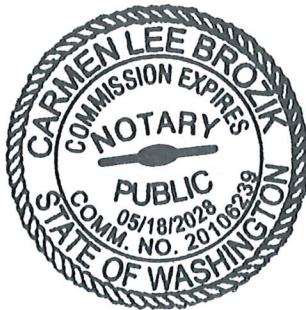
by: BRUCE BRAUNER
Printed Name

Title: Owner

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF Stevens

On this 10th day of July, 2024, I certify that Bruce Brauner personally appeared before me, acknowledged that **he/she** is the individual described herein and who executed the within and foregoing instrument and signed the same at **his/her** free and voluntary act and deed for the uses and purposes therein mentioned.



Carmen Lee Brozik
Notary Public in and for the State of Washington
Residing at Stevens County
My appointment expires 5-18-2028

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

STATE OF
WASHINGTON
DEPARTMENT OF
ECOLOGY

NICHOLAS M. ACKLAM
By: [Signature]
Title: SECTION MANAGER TCP-ERO

STATE ACKNOWLEDGMENT

STATE OF WA
COUNTY OF SPOKANE

On this 21 day of November, 2025, I certify that Nicholas Acklam personally appeared before me, acknowledged that **he/she** is the Section Manager TCP-ERO of the state agency that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that **he/she** was authorized to execute said instrument for said state agency.



Amanda Hiebert
Notary Public in and for the State of

Washington Residing at Spokane County

My appointment expires 01/31/2026

Exhibit A

LEGAL DESCRIPTION

Exhibit B

PROPERTY MAP

