

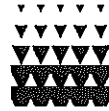
GRAYMONT WESTERN US INC.

3950 South 700 East, Suite 301
Salt Lake City, UT 84107

Facsimile: 801 264 6874
www.graymont-ut.com
Writer's Direct Line: (801) 264-6895

RECEIVED
DEPT. OF ECOLOGY/SWRO

'01 AUG 27 A9:57



GRAYMONT

August 21, 2001

Mr. Bob Warren
Washington Department of Ecology
Southwest Regional Office
P. O. Box 47775
Olympia, WA 98504-7775

Re: Tacoma Facility Remedial Action Restrictive Covenant – Proof of Filing

Dear Mr. Warren.

Graymont Western US Inc (Graymont) is submitting the enclosed copy of the restrictive covenant for the Tacoma facility. The covenant has been filed with Pierce county and the first page of the enclosure is proof of the filing.

For clarity, Graymont has added a color version of the map outlining the areas to which the Covenant applies. Graymont is of the understanding that the Department will now proceed with issuing a No Further Action letter that will address the Remedial Action covered by the Restrictive Covenant.

If you have any questions, please feel free to give me a call at the number listed above.

Sincerely,

Tony C. Panchyshyn
Senior Environmental Engineer

Enclosure
ACP/fis

cc: Tom Wakefield, Ron Eccles, Scott Mork – Tacoma (w/Encl.)
Wayne Wagner, Mike Brown – Salt Lake City (w/o Encl.)

File: Tacoma – Oil Contamination
c:\usplants\tacoma\waste\4015.doc

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8-1-2001 12:10pm \$13.00
PIERCE COUNTY, WASHINGTON

RECEIVED

AUG 16 2001

GRAYMONT WESTERN US
TACOMA PLANT

Name & Return Address:

GRAYMONT WESTERN US Inc.

1220 Alexander Ave.

TACOMA, WA. 9842

ATTN: RON ECCLES

Please print legibly or type information.

Document Title (Or transaction contained therein)

Covenant

Grantor(s) (Last name first, then first name, middle name)

Graymont Western US Inc.

Additional Names on Page of Document

Grantee(s) (Last name first, then first name, middle name)

Washington, State of
Dept. of Ecology

Additional Names on Page of Document

Legal Description (Abbreviated: i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section)

Complete Legal Description on Page of Document

Auditor's Reference Number(s)

Assessor's Property Tax Parcel/Account Number(s)

The Auditor/Recorder will rely on the information provided on this cover sheet. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein. IF YOU REPRODUCE THIS FORM, BE SURE MARGINS REMAIN 3 INCHES AT THE TOP AND 1 INCH ON SIDES AND BOTTOM.

gpcovst.lst 2/98

RESTRICTIVE COVENANT
Graymont Western US Inc., Tacoma Plant
Tacoma, Washington

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Graymont Western US Inc. (formerly Continental Lime Inc.), its successors and assigns, and the Washington State Department of Ecology, its successors and assigns (hereafter "Ecology").

An independent remedial action (hereafter "Remedial Action") occurred at the property that is the subject of this Restrictive Covenant. The Remedial Action conducted at the property is described in the following report: *Remedial Investigation Report prepared by Bison Engineering, Inc. for Continental Lime Inc.* This document is on file at Ecology's Southwest Regional Office.

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of Total Petroleum Hydrocarbon (WTPHG, WTPHD) which exceed the Model Toxics Control Act Method A Residential Cleanup Level for soil and Groundwater Cleanup Standards established under WAC 173-340-740 and 720 respectively.

The undersigned, Graymont Western US Inc., is the fee owner of real property in the County of Pierce, State of Washington. The real property is described in the legal description (attached as Exhibit A).

Graymont Western US Inc. makes the following declaration as to limitations, restrictions, and uses to which the portions of the real property as shown on the site plan (attached as Exhibit B and hereafter referred to as "Property") may be put and specifies that such declarations shall constitute covenants to run with the land, as provided by law and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereafter "Owner").

Section 1. No groundwater may be taken for any use from the real property without prior approval from Ecology.

Section 2. The Property contains TPH (WTPHG, WTPHD) contaminated soil located in four areas as outlined on Exhibit B. The first area is located near the east edge of the secondary settling pond and includes the area around the cooler. The second area is located around the #6 Precipitated Calcium Carbonate storage silo. The third area is located east of the PCC plant near the railroad spur. The fourth area is around three PCC tanks located northeast of the PCC plant. The Owner shall not alter, modify, or remove the existing structures or uncontaminated soil layer on the Property in any manner that may result in the release or exposure to the environment of that contaminated soil or create a new exposure pathway without prior written approval from Ecology. Some examples of activities that require prior approval from Ecology include drilling, digging, bulldozing, earthwork, or grading below the existing structures or clean soil layer.

Section 3. Any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited.

Section 4. Any activity on the Property that may result in the release or exposure to the environment of a hazardous substance that remains on the Property as part of the Remedial Action, or create a new exposure pathway, is prohibited without prior written approval from Ecology.

Section 5. The Owner of the real property must give thirty (30) days advance written notice to Ecology of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Remedial Action.

Section 6. The Owner must restrict leases on the Property to uses and activities consistent with the Restrictive Covenant and notify all lessees of the restrictions on the use of the Property.

Section 7. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Restrictive Covenant. Ecology may approve any inconsistent use only after public notice.

Section 8. The Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Remedial Action; to take samples, to inspect remedial actions conducted at the Property, and to inspect records that are related to the Remedial Action.

Section 9. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Restrictive Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument may be recorded only after public notice and the consent of Ecology.

Name (signature) - Graymont Western US Inc.

W.S. WAGNER

Name (print) - Graymont Western US Inc.

Vice President

Title

4/9/01

Date

State Of Utah)

SS:)

County of Salt Lake)

On this 9th day of April, 2001,
personally appeared before me, W. Wagner,
W. Wagner, proved to me on
the basis of satisfactory evidence to be
the person(s) whose name(s) is/are sub-
scribed to on this instrument, and
acknowledged that he/she executed the same.

W. Kathleen Haslam

Notary Public

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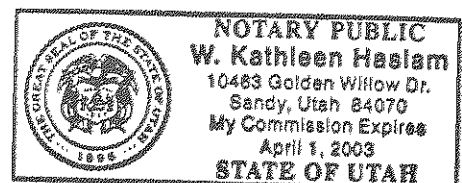


Exhibit A