

This property is subject to an Environmental Covenant held by the Colorado Department of Public Health and Environment pursuant to section 25-15-321, Colorado Revised Statutes

ENVIRONMENTAL COVENANT

Ramon Bongiovanni and Nancy Bongiovanni (“**Owner**”) grant an Environmental Covenant (“**Covenant**”) this [REDACTED] day of [REDACTED], 2023 to the Hazardous Materials and Waste Management Division of the Colorado Department of Public Health and the Environment (“**the Department**”) pursuant to § 25-15-321 of the Colorado Hazardous Waste Act, § 25-15-101, *et seq.*, C.R.S.

WHEREAS, Ramon Bongiovanni and Nancy Bongiovanni are the owners of certain property commonly referred to as the Lot 30 River Ridge Ranch, located in the NW1/4 of Section 2, Township 20 South, Range 67 West of the 6th P.M. in Huerfano County, State of Colorado, and as shown in **Attachment A**, attached hereto and incorporated herein by reference as though fully set forth (hereinafter referred to as “**the Property**”); and

WHEREAS, Owner has executed a separate Easement Agreement with Wood Cache Completion Corp, a Kansas for Profit Corporation, whose street address is 80127 W. 145th Street, Overland Park, KS 66223 (“**Operator**”) recorded with the Huerfano County Clerk and Recorder at Reception No. [REDACTED] that permits Operator to construct and maintain a wood preservation project on the Property for purposes of generating carbon dioxide removal certificates/credits (“**CORCs**”).

WHEREAS, the Easement Agreement between Owner and Operator requires that Owner accept a restrictive covenant on the Property to facilitate the construction and operation of the wood preservation project in exchange for Operator accepting all ongoing responsibilities associated with the wood preservation project including any responsibilities under this Environmental Covenant not expressly assigned to Owner under the terms of the Easement Agreement.

WHEREAS, Operator will construct a wood preservation pit on the Property (“**Preservation Pit**”) in which Operator will bury wood that will be covered and maintained so as to reduce the production of carbon dioxide. The Preservation Pit is shown on **Attachment B** as the “**Wood Vault**.”

WHEREAS, the Department, which is located at 4300 Cherry Creek Drive South, Denver, Colorado 80246-1530, is authorized to approve Environmental Covenants pursuant to § 25-15-320 of the Colorado Hazardous Waste Act, § 25-15-101, *et seq.*, C.R.S.; and

WHEREAS, for purposes of indexing in the County Clerk and Recorder’s office Grantor-Grantee index only, Ramon Bongiovanni and Nancy Bongiovanni shall be considered the **Grantor**, and the Colorado Department of Public Health and Environment shall be

considered the **Grantee**. Nothing in the preceding sentence shall be construed to create or transfer any right, title or interest in the Property; and

WHEREAS, [COMPLIANCE ORDER NO., PLAN NAME, ETC.], the Property is the subject of enforcement and remedial action pursuant to the [INSERT NAME AND CITATION OF APPLICABLE LAW OR LAWS, e.g., Colorado Hazardous Waste Act, § 25-15-301, et. seq. ("CHWA"), the Resource Conservation and Recovery Act, 42 U.S.C. § 6926, et. seq. ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § § 9601, et seq. ("CERCLA"), the Solid Waste Disposal Sites and Facilities Act, § 30-20-101, et seq., etc.]; and

WHEREAS, the purpose of this Covenant is to ensure protection of human health and the environment by limiting access to and use of the Property as further detailed herein; and

WHEREAS, Owner desires to subject the Property to certain covenants and restrictions as provided in Article 15 of Title 25, Colorado Revised Statutes, which covenants and restrictions shall burden the Property and bind Owner and Operator and all parties now or subsequently having any right, title or interest in the Property, or any part thereof, and any persons using the land, as described herein, for the benefit of the Department. Owner, and Operator as described herein.

NOW, THEREFORE, Owner hereby grants this Environmental Covenant to the Department with Operator as a third party beneficiary and declares that the Property as described in Attachment A shall hereinafter be bound by, held, sold, and conveyed subject to the following requirements set forth in paragraphs 1 through 12, below, which shall run with the Property in perpetuity and be binding on Owner and Operator and all parties now or subsequently having any right, title or interest in the Property, or any part thereof, and any persons using the land, as described herein. As used in this Environmental Covenant, the term Owner means the then current record owner of the Property and, if any, any other person or entity otherwise legally authorized to make decisions regarding the transfer of the Property or placement of encumbrances on the Property, other than by the exercise of eminent domain.

- 1) Use restrictions.
 - a) Activities that may damage the cover for the Preservation Pit are prohibited. Such activities include, but are not limited to digging, drilling, tilling, grading, excavation, use as an athletic field, and vehicular traffic. However, grazing is permitted.
 - b) Irrigation of the cover is prohibited, except as approved by the Department [in a _____ plan].
 - c) Owner and Operator shall comply with all provisions of the approved monitoring and maintenance plan for the Property on file with the Department at [insert file ref #].
 - d) No enclosed structures may be built or placed on the cover.
 - e) Construction or maintenance of any standing body of water on the Property, including any pond or storm water retention basin, is prohibited within 150 feet of the Preservation Pit.
 - f) Nothing in this Environmental Covenant shall prohibit the installation or use of

monitoring or remedial wells.

- g) Nothing in this Environmental Covenant shall prohibit the installation or use of a domestic use well that serves residential buildings on the Property, so long as the well it is not constructed within 150 feet of the Preservation Pit.
 - h) Nothing in this agreement shall prohibit the development of the Property or the construction of buildings on the Property so long as Owner and Operator comply with the terms of the Environmental Covenant.
- 2) Modifications. This Covenant runs with the land and is perpetual, unless modified or terminated pursuant to this paragraph. Owner or Operator may request that the Department approve a modification or termination of the Covenant. The request shall contain information showing that the proposed modification or termination shall, if implemented, ensure protection of human health and the environment. The Department shall review any submitted information, and may request additional information. If the Department determines that the proposal to modify or terminate the Covenant will ensure protection of human health and the environment, it shall approve the proposal. No modification or termination of this Covenant shall be effective unless the Department has approved such modification or termination in writing. Information to support a request for modification or termination may include one or more of the following:
- a) a proposal to perform additional remedial work;
 - b) new information regarding the risks posed by the residual contamination;
 - c) information demonstrating that residual contamination has diminished;
 - d) information demonstrating that an engineered feature or structure is no longer necessary;
 - e) information demonstrating that the proposed modification would not adversely impact the remedy and is protective of human health and the environment; and
 - f) other appropriate supporting information.
- 3) Conveyances. Owner or Operator shall notify the Department at least fifteen (15) days in advance of the closing on any proposed sale or other conveyance of any interest in any or all of the Property. Within thirty (30) days after any such conveyance, Owner or Operator shall provide the Department with the name, mailing address and telephone number of the new Owner.
- 4) Notice to Lessees. Owner agrees to incorporate either in full or by reference the restrictions of this Covenant in any leases, licenses, or other instruments granting a right to use the Property.
- 5) Notification for proposed construction and land use. Owner shall notify the Department simultaneously when submitting any application to a local government for a building permit or change in land use.
- 6) Inspections. The Department, including its authorized employees, agents, representatives and independent contractors, shall have the right of entry to the Property at reasonable times with prior notice for the purpose of determining compliance with the terms of this Covenant.

- 7) Third Party Beneficiary. Owner of the Property and Operator are third party beneficiaries with the right to enforce the provisions of this Covenant as provided in § 25-15-322, C.R.S.
- 8) No Liability. The Department does not acquire any liability under State law by virtue of accepting this Covenant.
- 9) Enforcement. The Department may enforce the terms of this Covenant pursuant to § 25-15-322, C.R.S. against Owner and Operator may file suit in district court to enjoin actual or threatened violations of this Covenant.
- 10) Owner's Compliance Certification. Owner or Operator shall execute and return a certification form provided by the Department, on an annual basis, detailing Owner and Operator's compliance, and any lack of compliance, with the terms of this Covenant.
- 11) Severability. If any part of this Covenant shall be decreed to be invalid by any court of competent jurisdiction, all of the other provisions hereof shall not be affected thereby and shall remain in full force and effect.
- 12) Notices. Any document or communication required under this Covenant shall be sent or directed to:

FOR DEPARTMENT

[appropriate Project manager, Program manager, or Unit leader]
 Hazardous Materials and Waste Management Division
 Colorado Department of Public Health and the Environment
 4300 Cherry Creek Drive South
 Denver, Colorado 80246-1530

FOR OWNER

Ramon Bongiovanni and Nancy Bongiovanni
 4912 County Road 350
 La Veta, Co. 81055
raybon02@swbell.net

FOR OPERATOR

Wood Cache Completion Corp
 c/o Serge Bushman
 80127 W. 145th Street,
 Overland Park, KS 66223
serge.bushman@gmail.com

- 13) Subdivision of Property. At least 90 days prior to any subdivision of the Property, Owner shall submit a plan addressing the certification of compliance set forth in paragraph (10) of this Covenant. The plan may provide for contractual assignment of such obligations to, and

assumption of such obligations by, a property management entity charged with managing the Property (including but not limited to a homeowner's association of multiple owners). The Department shall approve the plan if it determines that the plan reasonably will ensure continued compliance with the requirements of this Covenant. Any Department notice of disapproval shall include the Department's rationale for its decision, including any additional information or changes to the plan that the Department requires before the plan can be approved. Any appeal of a Department notice of disapproval shall be taken in accordance with section 25-15-305(2), C.R.S. If Owner fails to obtain approval of such plan prior to subdividing the Property, the owner of each subdivided parcel shall be responsible for certifying its own compliance with the restrictions set forth in paragraph (1) of this Covenant.

OWNER

OPERATOR

Ramon Bongiovanni

Serge Bushman, Managing Member
Wood Cache Completion Corp, a Kansas for
Profit Corporation

Nancy Bongiovanni

Accepted by the Colorado Department of Public Health and Environment this ____ day of _____, 2023.

By: _____

Title: _____

STATE OF COLORADO)
)ss
COUNTY OF _____)

The foregoing was acknowledged to me this _____ day of _____, 2023 by Ramon Bongiovanni.

Witness my hand and official seal.

My commission expires:

Notary Public

STATE OF COLORADO)
)ss
COUNTY OF _____)

The foregoing was acknowledged to me this _____ day of _____, 2023 by Nancy Bongiovanni.

Witness my hand and official seal.

My commission expires:

Notary Public

STATE OF _____)
)ss
COUNTY OF _____)

The foregoing was acknowledged to me this _____ day of _____, 2023 by Serge Bushman as
Managing Member of Wood Cache Completion Corp, a Kansas for Profit Corporation.

Witness my hand and official seal.

My commission expires:

Notary Public

STATE OF _____)
)ss
COUNTY OF _____)

The foregoing was acknowledged to me this _____ day of _____, 2023 by _____ on behalf of the Colorado Department of Public Health and Environment.

Witness my hand and official seal.

My commission expires:

Notary Public

EXHIBIT A
to the
ENVIRONMENTAL COVENANT



EXHIBIT B

to the

ENVIRONMENTAL COVENANT

