



**202105210968**  
COVENANTS  
Rec: \$111.50  
5/21/2021 4:42 PM 1 of 9  
SNOHOMISH COUNTY, WA  
Electronically Recorded

When Recorded Return to:  
Port of Everett, Engineering and Planning Dept.  
PO Box 538  
Everett, WA 98206  
Form Updated 2019

**DECLARATION OF CRITICAL AREA PROTECTIVE COVENANT**

**Grantor/Covenantor/Owner:** Port of Everett

**Grantee/Covenantee:** (1) City of Everett  
(2) Washington State Department of Ecology

**Abbrev. Legal Description:** Portion of Government Lots 1 and 2 and tidelands, 7-29-5  
(complete legal description on Exhibit A)

**Assessor's Property Tax Parcel  
or Account Number:** Portion of 29050700100300

**Related Documents:** N/A

**Street Address:** 200 West Marine View Drive, Everett, Washington 98201

**Permit Number:** City of Everett PW2011-021 and B2011-018

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**Section 1. Recitals.**

- 1.1. The undersigned Grantor is/are the owner(s) of or has/have a substantial interest in the value, use, enjoyment, and occupation of the real property legally described in Exhibit A ("Property").
- 1.2. The Grantees/Covenantees, the City of Everett (the "City") and Washington State Department of Ecology ("Ecology"), have a substantial interest in the environmental protection and safe use of lands within its borders, and in the health, safety and welfare of its citizens.
- 1.3. A portion of the Property is located in a critical area and/or associated buffer pursuant to the City's Zoning Code.
- 1.4. Before the City will issue any Permit for development activity on the Property, this Declaration of Critical Area Covenant (this "Covenant") must be signed, acknowledged and recorded in the records of Snohomish County as a restrictive covenant, restricting and limiting use of that portion of the Property representing a critical area and associated buffer, as shown and depicted on the attached Exhibit B (the "Critical Area").
- 1.5. This Covenant concerns the Grantor/Covenantor's use, occupation or enjoyment of the Property and benefits the City and Ecology as Grantees/Covenantees. This Covenant is intended to bind successors and assigns and run with the land.

**Section 2. Restrictions on Occupation, Use, and Development of the Property**

The following restrictions apply to the occupation, use and development of the Critical Area:

- 2.1. Grantor implemented an Interim Cleanup Action under a Second Amendment to Washington State Department of Ecology Agreed Order (No. DE 5490) within the Critical Area. The Second Amendment to the Agreed Order required Grantor to restore the shoreline at the Property. The restored shoreline must also be monitored and maintained as part of the Restoration Plan for the Interim Action.
- 2.2. All vegetation including trees, shrubs and ground cover which exists within the Critical Area shall remain in its natural state and shall not be disturbed.
- 2.3. There shall be no cutting, removal, clearing, or modification of any vegetation within the Critical Area unless approved by the City and the Department of Ecology Toxics Cleanup Program.
- 2.4. This Covenant shall run with the land and be binding upon the undersigned Owner(s) and their respective successors and assigns.

2.5. This Covenant shall not be modified or terminated without the express written consent of the City of Everett Director of Planning and Community Development and the Department of Ecology Toxics Cleanup Program.

2.6. The City of Everett Director of Planning and Community Development or his/her designee, and the Department of Ecology Toxics Cleanup Program are granted the right to enter onto the Property at all reasonable times to inspect the Property to determine its compliance with the provisions of this Covenant. Provided, however, this is not a grant of access to the Property for the general public. Failure to maintain the Property in accordance with this Covenant shall constitute a violation of the City of Everett's Zoning Code.

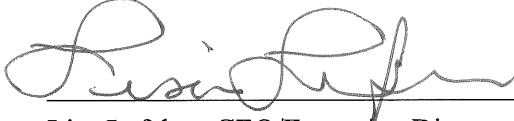
2.7. The Department of Ecology and its authorized representative(s) are granted the right to enter onto the Property at all reasonable times to inspect the Property to determine its compliance with the provisions of this Covenant.

2.8. This Covenant is subject to the easements, restrictions and encumbrances in existence as of the date of recording of this Covenant.

*[No further text.]*

IN WITNESS WHEREOF, the undersigned Owner(s), as Grantor(s)/Covenantor(s), has executed this instrument this 17 day of May, 2021 .

PORT OF EVERETT



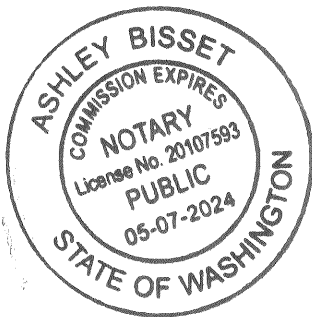
Lisa Lefebvre, CEO/Executive Director


REPRESENTATIVE ACKNOWLEDGMENT

STATE OF WASHINGTON

COUNTY OF SNOHOMISH

This record was acknowledged before me on 5/17/2021, 2021, by Lisa Lefebvre as CEO/Executive Director of Port of Everett.



  
\_\_\_\_\_  
Notary Public for the State of Washington  
My commission expires: 5/7/2024

The Department of Ecology, hereby accepts the status as GRANTEE of the above Critical Area Protective Covenant.

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

By: Barry Rogowski

Name: Barry Rogowski

Title: HQ Cleanup Section Manager

Dated: 5/20/21

STATE ACKNOWLEDGMENT

STATE OF WASHINGTON

COUNTY OF Thurston

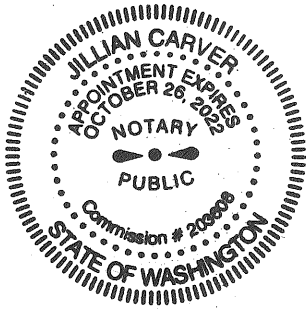
On this 20 day of May, 2021, I certify that Barry Rogowski personally appeared before me, acknowledged that he/she is the Barry Rogowski of the state agency that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument for said state agency.

Jillian Carver

Notary Public in and for the State of Washington

Residing at Thurston County

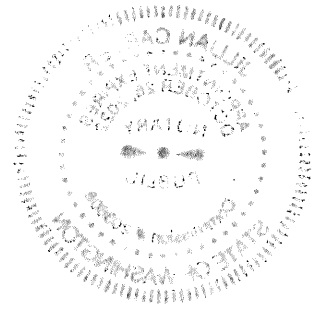
My appointment expires October 26, 2022



**Exhibit A**  
**Legal Description of the Property**

Parcel B of City of Everett Boundary Line Adjustment # BLA20-005 recorded under Auditor's File Nos. 202010070946 and 202010075002, records of Snohomish County Washington, more particularly described as follows:

Commencing at the quarter corner of the east side of Section 7, Township 29 North, Range 5 East of the Willamette Meridian;  
Thence North 89°08'12" West along the South line of Government Lot 1 for a distance of 675.77 feet to a 3" brass cap monument in West Marine View Drive;  
Thence continuing North 89°08'12" West for a distance of 19.28 feet to the East line of said parent parcel (Existing Lots);  
Thence South 34°35'48" West along said East line for a distance of 61.53 feet to the Southeast corner of said parent parcel;  
Thence North 43°54'12" West along the South line of said parent parcel for a distance of 17.26 feet to the true point of beginning;  
Thence continuing North 43°54'12" West along said South line for a distance of 88.13 feet to a point on an arc of a non-tangential curve whose center bears North 00°03'11" West and having a radius of 375.06 feet;  
Thence Westerly along the arc of said curve and along said South line through a central angle of 19°25'08" for a distance of 127.12 feet to a compound curve to the right having a radius of 513.67 feet; Thence Westerly along the arc of said curve and along said South line through a central angle of 09°13'38" for a distance of 82.72 feet;  
Thence North 43°54'12" West along said South line for a distance of 103.10 feet;  
Thence North 51°23'58" East for a distance of 88.72 feet;  
Thence North 63°32'00" West for a distance of 146.00 feet;  
Thence North 44°31'00" West for a distance of 51.00 feet;  
Thence North 04°59'00" East for a distance of 35.00 feet;  
Thence North 60°21'00" West for a distance of 38.00 feet;  
Thence South 73°58'00" West for a distance of 28.00 feet;  
Thence North 52°48'00" West for a distance of 42.00 feet;  
Thence North 01°04'00" East for a distance of 66.00 feet;  
Thence North 31°53'00" West for a distance of 35.00 feet;  
Thence North 13°12'00" West for a distance of 123.00 feet;  
Thence North 55°19'00" West for a distance of 51.00 feet;  
Thence North 19°14'00" West for a distance of 29.00 feet;  
Thence North 21°35'00" East for a distance of 79.00 feet;  
Thence North 23°33'00" West for a distance of 27.00 feet;  
Thence South 72°52'00" West for a distance of 120.00 feet;  
Thence North 42°47'00" West for a distance of 85.00 feet;  
Thence North 12° 49'00" West for a distance of 61.00 feet;  
Thence North 20°53'00" East for a distance of 92.00 feet;  
Thence North 57°27'00" East for a distance of 111.00 feet;  
Thence North 16°49'00" East for a distance of 144.00 feet;



Thence South 67°08'00" East for a distance of 86.00 feet;  
Thence North 84°17'00" East for a distance of 102.43 feet to the North line of the 100'  
wide dike easement Snohomish County AF. No. 1230483;  
Thence South 65°02'19" East along said North line for a distance of 721.51 feet;  
Thence South 43°54'12" East along said North line for a distance of 33.37 feet to an  
angle point on the East line of said parent parcel;  
Thence South 43°54'12" East along said East line for a distance of 215.08 feet;  
Thence South 34°39'46" West for a distance of 143.79 feet;  
Thence South 31°10'06" West for a distance of 117.47 feet;  
Thence South 30°48'18" West for a distance of 32.47 feet;  
Thence South 26°46'26" West for a distance of 39.34 feet;  
Thence South 26°57'45" West for a distance of 36.43 feet;  
Thence South 26°25'35" West for a distance of 127.79 feet;  
Thence South 30°01'26" West for a distance of 143.64 feet;  
Thence South 34°10'56" West for a distance of 122.11 feet to the true point of beginning.

Situate in the County of Snohomish, State of Washington



