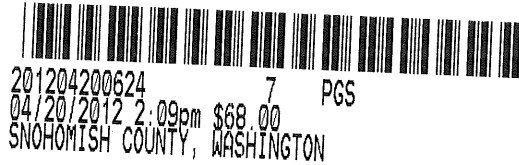


RETURN NAME & ADDRESS

Andy Kallus
Dept. of Ecology
P.O. Box 47706
Olympia, WA 98504-7706



Please print neatly or type information
Document Title(s)

Environmental Covenant

Reference Number(s) of related documents:

N/A

Additional Reference #'s on page

Grantor(s) (Last, First, and Middle Initial)

Everett, Port of

Additional Grantors on page

Grantee(s) (Last, First, and Middle Initial)

Washington, State of Ecology, Department of

Additional Grantees on page

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range,
quarter/quarter)

SW 1/4 & NW 1/4 of Section 18, Township 29N,
Range 5E
Complete legal on page

Assessor's Property Tax Parcel/Account Number

29051800209002 29051800208800
29051800209000 29051800208700
29051800208900
Additional parcel #'s on page

The Auditor/Recorder will rely on the information provided on this form. The responsibility for the accuracy of the indexing information is that of the document preparer.

*I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Phil Kallus
Signature of Requesting Party

After Recording Return to:
Andy Kallus
Department of Ecology
P.O. Box 47706
Olympia, Washington 98504-7706

Environmental Covenant

Grantor: Port of Everett
Grantee: State of Washington, Department of Ecology
Legal: See Attachment A
Tax Parcel Nos.: See Attachment A
Cross Reference: NA

Grantor, Port of Everett (Port), hereby binds Grantor, its successors and assigns to the land use restrictions identified herein and grants such other rights under this environmental covenant (hereafter "Covenant") made this 12th day of April, 2012 in favor of the State of Washington Department of Ecology (Ecology). Ecology shall have full right of enforcement of the rights conveyed under this Covenant pursuant to the Model Toxics Control Act, RCW 70.105D.030(1)(g), and the Uniform Environmental Covenants Act, 2007 Wash. Laws ch. 104, sec. 12.

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

A remedial action (hereafter "Remedial Action") occurred at the property that is the subject of this Covenant. The Remedial Action conducted at the property is described in the following documents:

Cleanup Action Plan, North Marina West End Site, Everett, WA, dated June 16, 2011, (Exhibit B to the Consent Decree entered in the *State of Washington Department of Ecology v.*

Port of Everett, Snohomish County Superior Court No. 11-2-10367-4). These documents are on file at Ecology's Olympia Washington Office.

This Covenant is required because a conditional point of compliance has been established for groundwater.

The undersigned, the Port, is the fee owner of real property (hereafter "Property") in the County of Snohomish, State of Washington, that is subject to this Covenant. The Property is legally described in Attachment A of this covenant and made a part hereof by reference.

The Port of Everett makes the following declaration as to limitations, restrictions, and uses to which the 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.

1. No groundwater may be taken for potable use from the Property from the areas of the Property shown on Attachment A to this Covenant.
2. Groundwater extracted from the areas of the Property shown on Attachment A for construction dewatering or other nonpotable purposes shall be managed, treated, and discharged in conformance with an Ecology-approved groundwater management plan.
3. Intrusive activities in the areas of the Property shown on Attachment A to this Covenant that involve worker contact with contaminated groundwater will be conducted by individuals that have the appropriate training and certifications for working on hazardous waste sites and in conformance with a Site-specific health and safety plan.

Section 2. 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 3. 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 4. The Owner of the property must give thirty (30) day 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 5. The Owner must restrict leases to uses and activities consistent with the Covenant and notify all lessees of the restrictions on the use of the Property.

Section 6. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Covenant. Ecology may approve any inconsistent use only after public notice and comment.

Section 7. 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, to determine compliance with this Covenant, and to inspect records that are related to the Remedial Action.

Section 8. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this 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 if Ecology, after public notice and opportunity for comment, concurs.


THE PORT OF EVERETT



LESLIE E. REARDANZ III
Chief Administrative Officer
Port of Everett
(425) 259-3164

Dated: 4/12/12

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

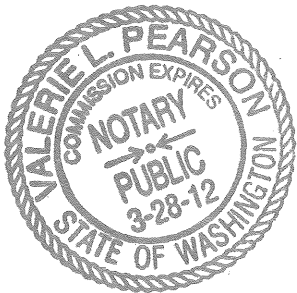


TIM L. NORD
Section Manager
Land and Aquatic Lands Cleanup Section

Dated: 2/29/12

STATE OF WASHINGTON
COUNTY OF THURSTON

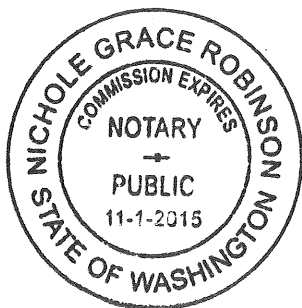
On this 29 day of February, 2012, I certify that Tim L. Nord personally appeared before me, acknowledged that he in the individual described herein and who executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.



Valerie L. Pearson
Notary Public in and for the State of
Washington, residing at
6048 Merlot Lane SE, Lacey, WA
My appointment
expires 03-28-2012

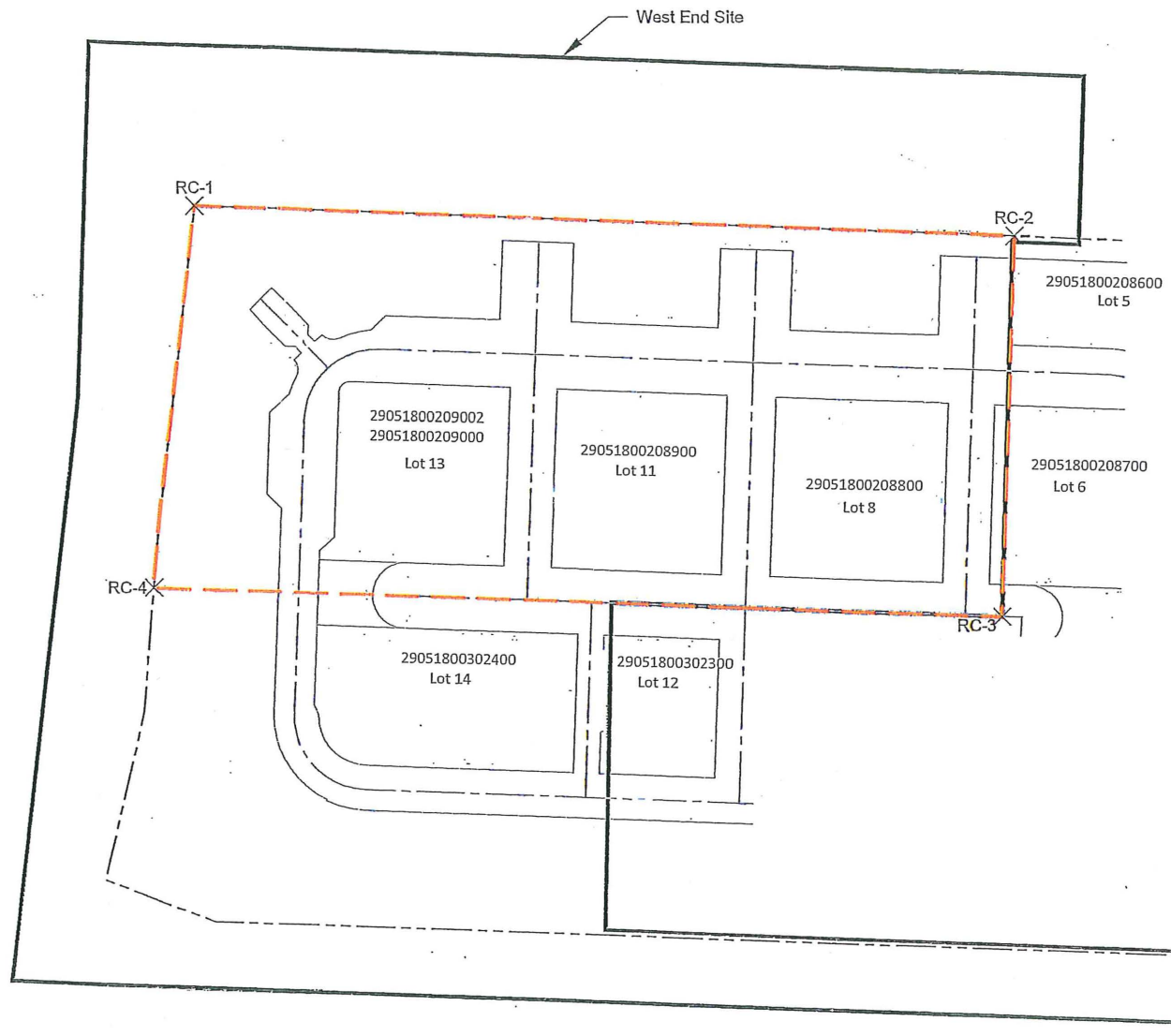
STATE OF WASHINGTON
COUNTY OF SNOHOMISH

On this 12th day of April, 2012, I certify that Leslie E. Reardanz III personally appeared before me, acknowledged that he is the Chief Administrative Officer for the Port of Everett and that he executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of the Port of Everett, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument for said corporation.



Nichole Grace Robinson
~~Nich~~
Notary Public in and for the State of
Washington, residing at Everett, WA
My appointment expires 11/1/2015.

ATTACHMENT A
LEGAL DESCRIPTION



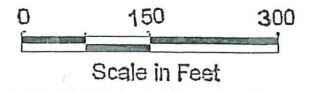
Legend

- RC-1 X Reference Point Designation
- Area Affected by Restrictive Covenant
- West End Site
- - - Property Line
- 29051800208700 Parcel Number

Reference Point Designation	Reference Point Northings	Reference Point Eastings
RC-1	368,449.70	1,300,209.57
RC-2	368,412.91	1,301,212.11
RC-3	367,948.00	1,301,195.04
RC-4	367,984.10	1,300,159.22

Notes:

1. Northings and Eastings are in US State Plane 1983, Washington North 4601, NAD 83 (CONUS)
2. Black and white reproduction of this color original may reduce its effectiveness and lead to incorrect interpretation.
3. Legal Description: SW ¼ and NW ¼ of Section 18, Township 29 North, Range 5 East



Base Map Source: Binding Site Plan, Division 2
of Port of Everett North Marina, Rejd Middleton July 12, 2007

Attachment A
Restrictive Covenant Area