

Transmittal

RECEIVED

APR 07 2025

Washington State Department of Ecology
Toxics Cleanup Program

To: Ryan Hardwick
Department of Ecology
Toxics Cleanup Program

From: Elise Gronewald
Port of Everett

Date: April 2, 2025

Re: Transmittal of recorded Environmental Covenant

Site Name: North Marina Ameron Hulbert Site
Site Address: 1130 W Marine View Drive, Everett WA 98201
Facility Site ID: 68853261
Cleanup site ID: 3546

Please find attached the following:

Qty.	Description
1	Recorded Environmental Covenant

Remarks:

Recording number 202504020103, original copy

202504020103
COVENANTS Rec: \$313.50
4/2/2025 11:05 AM 11 PG
SNOHOMISH COUNTY, WA

After Recording Return

Original Signed Covenant to:

Ryan Hardwick
Toxics Cleanup Program
Department of Ecology
PO Box 47600
Olympia, WA 98504-7600

Environmental Covenant

Grantor: Port of Everett

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

Brief Legal Description: Section 18, Township 29N, Range 05E

Tax Parcel Nos.: 29051800102200, 29051800102201, 29051800102202, 29051800102203,
29051800102300, 29051800102500, 29051800208100, 29051800208101,
29051800208200, 29051800208201

Cross Reference: January 16, 2015, Consent Decree, Snohomish County Superior Court
No. 15-2-01720-7

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 Property that is the subject of this Covenant is part or all of a site commonly known as North Marina Ameron/Hulbert (FSID No. 68853261). 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 principal contaminants remain on the Property:

Medium	Principal Contaminants Present
Soil	Arsenic, copper, lead, carcinogenic polycyclic aromatic hydrocarbons (cPAHs), benzyl butyl phthalate (BBP), total petroleum hydrocarbons (TPH)
Groundwater	Arsenic, copper, lead, mercury, diesel- and oil-range petroleum hydrocarbons, 1,1-dichloroethene, and bis(2-ethylhexyl) phthalate

- 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. This includes the following documents:
- 2014 Final Remedial Investigation/Feasibility Study, North Marina Ameron/Hulbert Site, Everett, Washington, April 30, Landau Associates.
 - 2014 Cleanup Action Plan, North Marina Ameron/Hulbert Site, November 21, Washington State Department of Ecology.
 - 2017 Soil and Groundwater Management Plan, Ameron/Hulbert Site, Everett, Washington, February 24, Landau Associates.
 - 2019 Completion of Partial Cleanup, Trunkline Storm Drain Replacement, North Marina Ameron/Hulbert and TC Systems Sites, Everett, Washington, November 1, Landau Associates.
 - 2022 Final Cleanup Action Report, Port of Everett North Marina Ameron/Hulbert Site, Everett, Washington, September 2022, Landau Associates.
- 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.

COVENANT

Port of Everett, as Grantor and fee simple 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 paragraphs present general restrictions and requirements shall apply to the Property. More specific requirements for conducting intrusive activities in areas of the Property containing residual contamination are provided in the Soil and Groundwater Management Plan identified in Paragraph d of the Recitals section.

- 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.** 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.** 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.** 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, 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. Containment of Soil.

The remedial action for the Property includes containing contaminated soil under a cap consisting of existing asphalt and concrete surfacing, and/or clean overburden soil, as located by the coordinates presented in Exhibit A and illustrated in Exhibit B. The primary purpose of this cap is to prevent direct contact with and minimize water infiltration into contaminated soil. As such, the following restrictions shall apply within the areas illustrated in Exhibit B. Specific thicknesses of clean overburden soil, and depths of contaminated soils each environmental covenant area, are provided in the Soil and Groundwater Management Plan referenced in Paragraph d of this Covenant's Recitals section.

Any activity on the Property that will compromise the integrity of the cap including: drilling; digging; piercing the cap with sampling device, post, stake or similar device; grading; excavation; installation of underground utilities; removal of the cap; or, application of loads in excess of the cap load bearing capacity, is prohibited without prior written approval by Ecology. The Grantor shall report to Ecology

within forty-eight (48) hours of the discovery of any damage to the cap. Unless an alternative plan has been approved by Ecology in writing, the Grantor shall promptly repair the damage and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.

The Grantor shall not alter or remove the existing structures on the Property in any manner that would expose contaminated soil, result in a release to the environment of contaminants, or create a new exposure pathway, without prior written approval of Ecology. Should the Grantor propose to remove all or a portion of the existing structures illustrated in Exhibit B so that access to the underlying contamination is feasible, Ecology may require treatment or removal of the underlying contaminated soil.

b. Groundwater Use.

The groundwater beneath the Property remains contaminated and shall not be extracted for any purpose other than temporary construction dewatering, investigation, monitoring or remediation. Drilling of a well for any water supply purpose is strictly prohibited. Groundwater extracted from the Property for any purpose shall be considered potentially contaminated and any discharge of this water shall be done in accordance with state and federal law. The area subject to these groundwater use restrictions are defined by the coordinates presented in Exhibit A and illustrated in Exhibit B for the Property.

c. Monitoring.

The following groundwater monitoring wells are located on the Property to monitor post-cleanup site conditions: RI-MW-1, RI-MW-2, RI-MW-3, SEE-EC-3, and ECI-MW-3. The Grantors shall maintain clear access to these devices and protect them from damage. The Grantors shall report to Ecology within forty-eight (48) hours of the discovery of any damage to any monitoring device. Unless Ecology approves of an alternative plan in writing, the Grantors shall promptly repair the damage and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs. Other groundwater monitoring wells located on the Property can only be decommissioned with the review and written approval of Ecology.

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 grants 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 to inspect related records.
- 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, leases, and security or other interests, 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 complete copy of this Covenant:

NOTICE: THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON [Date] AND RECORDED WITH THE SNOHOMISH COUNTY AUDITOR UNDER RECORDING NUMBER [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 the Grantor become aware of any violation of this Covenant, Grantor shall promptly report such violation in writing to Ecology.
- 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, the 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.

Port of Everett
c/o Erik Gerking
P.O. Box 538
Everett, WA 98206
(425) 388-0604

Environmental Covenants Coordinator
Washington State Department of Ecology
Toxics Cleanup Program
P.O. Box 47600
Olympia, WA 98504-7600
(360) 407-6000
ToxicsCleanupProgramHQ@ecy.wa.gov

Section 5. Modification or Termination.

- a. 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 the 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 an original signed Covenant and 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 Grantor shall be responsible for all costs associated with implementation of this Covenant. Furthermore, the Grantor, upon 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 she holds the title to the Property and has authority to execute this Covenant.

EXECUTED this 14 day of March, 2025.



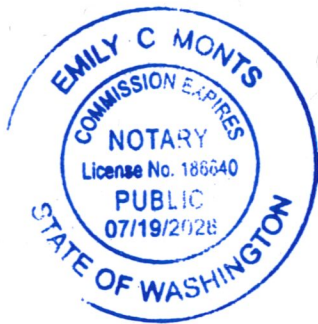
Lisa Lefeber
Chief Executive Officer

GRANTOR ACKNOWLEDGMENT

STATE OF WASHINGTON

COUNTY OF SNOHOMISH

On this 14th day of March, 2025, I certify that LISA LEFEBER personally appeared before me, acknowledged that she is the CHIEF EXECUTIVE OFFICER of the Port of Everett that 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 she was authorized to execute said instrument for said corporation.



Notary Public in and for the State of Washington

Residing at Monroeville, WA 98270

My appointment expires 7/19/28

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

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY



Erik G. Snyder

Section Manager
Toxics Cleanup Program
HQ Regional Office

Dated: 3/25/25

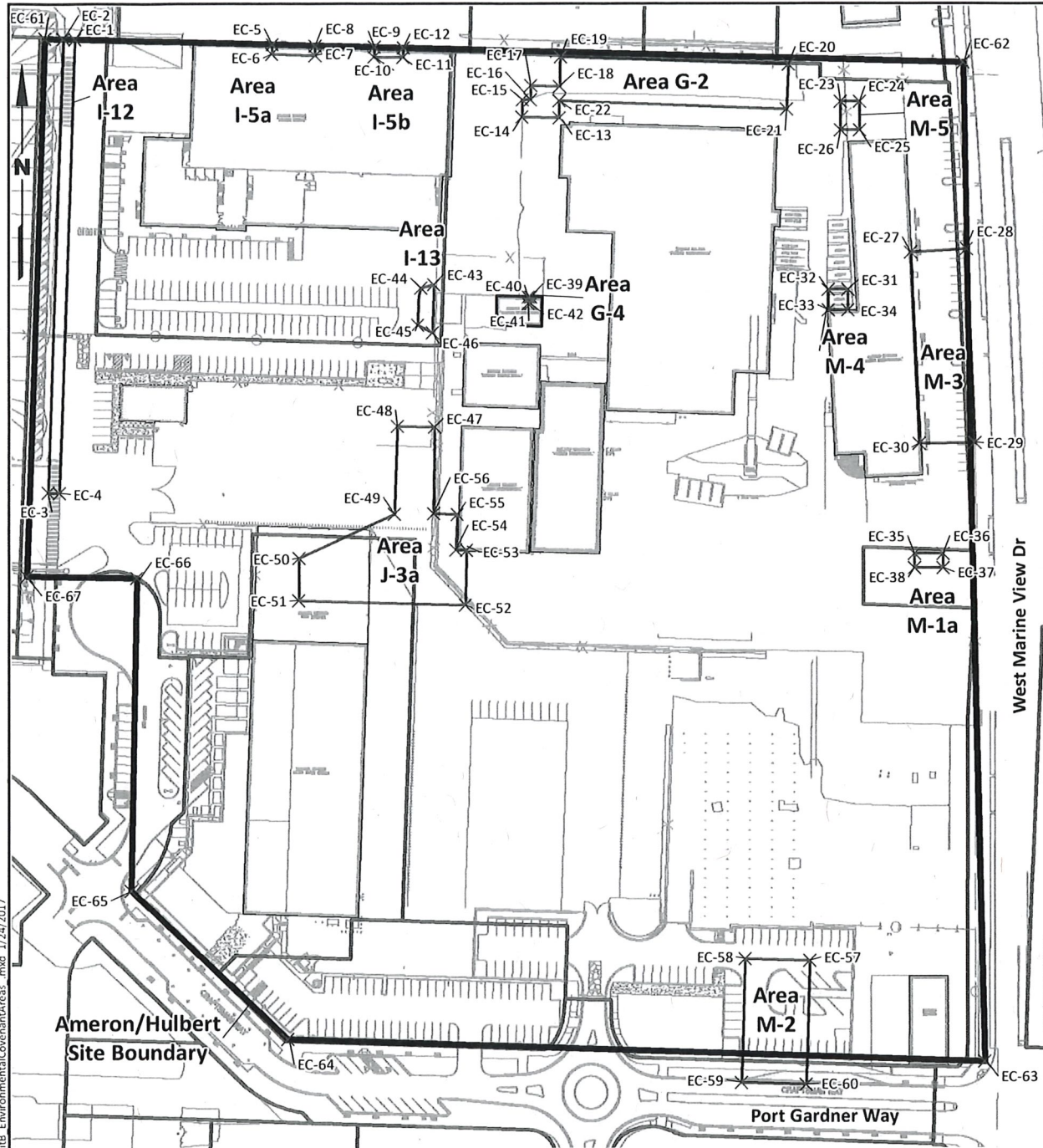
Exhibit A

Legal Description

Section 18, Township 29 N, Range 5 E. More specifically, the environmental covenant areas are encompassed by the coordinates provided in the following table, and as shown in Exhibit B:

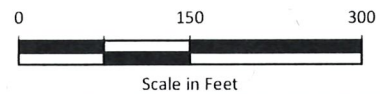
Restrictive Covenant Area Coordinates							
Reference Point ID	Environmental Covenant Area	Reference Point Northing	Reference Point Easting	Reference Point ID	Environmental Covenant Area	Reference Point Northing	Reference Point Easting
EC-1	Area I-12	1301475.6	369008.95	EC-28	Area M-1a	1302354.11	368453.63
EC-2	Area I-12	1301463.61	369009.26	EC-29	Area I-13	1301850.82	368751.74
EC-3	Area I-12	1301446.98	368533.64	EC-30	Area I-13	1301837.33	368748.24
EC-4	Area I-12	1301458.97	368533.22	EC-31	Area I-13	1301833.78	368709.58
EC-5	Area I-5a	1301682.29	369003.36	EC-32	Area I-13	1301849.46	368701.14
EC-6	Area I-5a	1301681.72	368993.29	EC-33	Area J-3a	1301851.39	368602.19
EC-7	Area I-5a	1301727.09	368991.89	EC-34	Area J-3a	1301812.08	368603.3
EC-8	Area I-5a	1301727.13	369001.97	EC-35	Area J-3a	1301809.12	368510.79
EC-9	Area I-5b	1301789.08	369000.88	EC-36	Area J-3a	1301709.65	368464.96
EC-10	Area I-5b	1301788.76	368990.66	EC-37	Area J-3a	1301709.13	368419.99
EC-11	Area I-5b	1301818.68	368989.73	EC-38	Area J-3a	1301883.09	368415.11
EC-12	Area I-5b	1301819.35	368999.94	EC-39	Area J-3a	1301884.88	368472.86
EC-13	Area M-5	1302277.45	368943.38	EC-40	Area J-3a	1301873.27	368473.22
EC-14	Area M-5	1302297.46	368943.38	EC-41	Area J-3a	1301874.88	368510.43
EC-15	Area M-5	1302297.46	368913.37	EC-42	Area J-3a	1301850.32	368511.02
EC-16	Area M-5	1302277.45	368913.37	EC-43	Area M-2	1302243.96	368041.99
EC-17	Area M-3	1302350.4	368785.5	EC-44	Area M-2	1302176.26	368044.1
EC-18	Area M-3	1302408.89	368788.88	EC-45	Area M-2	1302172.2	367913.94
EC-19	Area M-3	1302417.29	368585.2	EC-46	Area M-2	1302239.9	367911.83
EC-20	Area M-3	1302358.95	368584.08	EC-47	A/H Site	1301443.8	369009.78
EC-21	Area M-4	1302284.89	368746.36	EC-48	A/H Site	1302405.8	368984.56
EC-22	Area M-4	1302264.57	368746.27	EC-49	A/H Site	1302426.6	367936.14
EC-23	Area M-4	1302264.57	368724.82	EC-50	A/H Site	1301697.3	367960.74
EC-24	Area M-4	1302284.89	368724.82	EC-51	A/H Site	1301533.4	368116.33
EC-25	Area M-1a	1302354.11	368468.63	EC-52	A/H Site	1301539.6	368444.12
EC-26	Area M-1a	1302384.11	368468.63	EC-53	A/H Site	1301424.5	368446.23
EC-27	Area M-1a	1302384.11	368453.63				

Exhibit B
Property Map



Legend

- ✕ EC-1 Reference Point and Designation
- Ameron/Hulbert Site Boundary
- Environmental Covenant Area and Designation
- Parcels



G:\Projects\147\029\500\820\SGWMP\ExhibitB EnvironmentalCovenantAreas.mxd 1/24/2017



North Marina
Ameron/Hulbert Site
Everett, Washington

Environmental Covenant Areas

Exhibit
B