

Name and Mailing Address

Public Works & Utilities, City of Bremerton
345 6th Street, Suite 100
Bremerton, WA 98337

The Recorder is required to use only the information
you provide on this cover sheet to index the document.

- Type or print legibly.
- Sign the required statement below.

Document Title(s): Restrictive Environmental Covenant

Auditor's File Number of Document (s) Referenced:

Grantor(s) person(s) that conveys, sells or grants interest in property: City of
Bremerton

Grantee(s) person that buys, receives or to whom conveyance of property is made: State
of Washington, Department of Ecology

Abbreviated Legal Description:

- Quarter, Quarter, Section, Township, Range (and Government lot # if applicable); OR
- Plat/Condo Name, lot or unit number, building or block number; OR
- Short plat, Large Lot number, lot number and auditor file number

Bayview Addn, Lots 3, 4 and 5, Block 1
Lot 1, Block 6

Assessor's 14 digit Tax Parcel Number: 3709-001-003-0102

I, Colin Andrews, am requesting an emergency nonstandard
recording for an additional fee of \$50.00 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.

Signature: Colin Andrews

Restrictive Environmental Covenant

After Recording Return to:

Department of Ecology
Toxics Cleanup Program
Lands and Aquatic Lands Section
300 Desmond Drive SE
P.O. Box 47600
Lacey, Washington 98504-7600

Public Works and Utilities
City of Bremerton
3027 Olympus Drive
Bremerton, Washington 98130-4620

Environmental Covenant

Grantor: City of Bremerton

Grantee: State of Washington, Department of Ecology

Legal: 1310 Highland Avenue, Bremerton, Washington 98310 [Legal description in Attachment A.]

Tax Parcel Nos.: 3709-001-003-0102

Cross Reference: Original Covenant

Grantor, CITY OF BREMERTON, 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 25th day of November, 2013 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 CITY OF BREMERTON, 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:

- SEPTEMBER 2011 FORMER CHEVRON PROPERTY DRAFT REMEDIAL INVESTIGATION/FEASIBILITY STUDY REPORT
- JANUARY 2012 FORMER CHEVRON PROPERTY DRAFT CLEANUP ACTION PLAN

These documents are on file at Ecology's OLYMPIA Office.

This Covenant is required because residual concentrations of GASOLINE, BENZENE, ETHYLBENZENE, TOTAL XYLENES, and POLYCYCLIC AROMATIC HYDROCARBONS in SOIL and GASOLINE and BENZENE in GROUNDWATER which exceed the Model Toxics Control Act Method A Cleanup Levels for SOIL and GROUNDWATER established under WAC 173-340-704 remain following the Remedial Action.

This Restrictive Covenant is also required because a conditional point of compliance has been established for SOIL and GROUNDWATER.

The undersigned, CITY OF BREMERTON, is the fee owner of real property (hereafter "Property") in the County of KITSAP, 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.

CITY OF BREMERTON 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.

No groundwater may be taken for ANY USE from the Property.

A portion of the Property contains GASOLINE, BENZENE, ETHYLBENZENE, TOTAL XYLENES, and POLYCYCLIC AROMATIC HYDROCARBONS contaminated soil

located IN THE NORTH WESTERN HALF OF THE PROPERTY. The Owner shall not construct structures in the contaminated area 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.

Any activity on the Property that may result in the release or exposure to the environment of the contaminated soil that was contained as part of the Remedial Action, or create a new exposure pathway, is prohibited without prior approval from Ecology. Some examples of activities that are prohibited in the capped areas include: drilling, digging, placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capability, piercing the surface with a rod, spike or similar item, bulldozing or earthwork. For emergency response requiring immediate action the City, the City may take such action it deems necessary, and will notify Ecology within 10-days of the emergent condition. The City may perform routine planting and irrigation maintenance with ground disturbance less than 5 feet in depth without advance written approval or notice.

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.

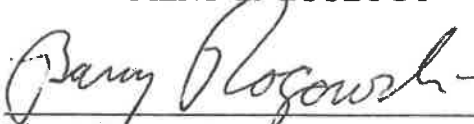
CITY OF BREMERTON



Patti Lent
Mayor

Dated: 11-07-2013

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY



Barry Rogowski
Section Manager

Dated: 11/25/13

STATE OF Washington
COUNTY OF Kitsap

On this 7th day of November, 2013, I certify that Patty Lent
_____ personally appeared before me, acknowledged that **he/she** signed this instrument, on
oath stated that **he/she** was authorized to execute this instrument, and acknowledged it as the
Mayor [type of authority] of City of
Bremerton to be the free and voluntary act and deed of such party for
the uses and purposes mentioned in the instrument.



Kathryn P. Kelleigh
Notary Public in and for the State of
Washington, residing at Seaside.
My appointment expires 12-14-14.

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20__, I certify that _____
_____ personally appeared before me, acknowledged that **he/she** signed this instrument, on
oath stated that **he/she** was authorized to execute this instrument, and acknowledged it as the
_____ [type of authority] of _____ [name of
party being represented] to be the free and voluntary act and deed of such party for the uses
and purposes mentioned in the instrument.

Notary Public in and for the State of
Washington, residing at _____.
My appointment expires _____.

Exhibit A
Legal Description

BAYVIEW ADDN

LOTS 3, 4, AND 5, BLOCK 1, EXCEPT THE SOUTHEASTERLY 42 FEET OF SAID LOT 3, BAYVIEW ADDITION TO THE TOWN OF BREMERTON, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 58, RECORDS OF KITSAP COUNTY, WASHINGTON; AND ALL THAT PORTION OF LOT 1, BLOCK 6, BAYVIEW ADDITION TO THE TOWN OF BREMERTON, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 58, RECORDS OF KITSAP COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 4, SAID BAYVIEW ADDITION; THENCE NORTH 37*49' WEST ALONG THE SOUTHWESTERLY MARGIN OF HIGHLAND AVENUE, 133.53 FEET; THENCE NORTH 23*00' WEST ALONG THE SOUTHWESTERLY MARGIN OF HIGHLAND AVENUE, AS ESTABLISHED BY ORDER OF VACATION BY THE CITY OF BREMERTON ORDINANCE NO. 146, DATED OCTOBER 20, 1905, AND RECORDED IN VOLUME 45 OF DEEDS, PAGE 460, 60.6 FEET TO AN INTERSECTION WITH THE UNITED STATES MEANDER LINE OF SMITH'S BAY AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 23*00' WEST ALONG THE SAID SOUTHWESTERLY MARGIN OF HIGHLAND AVENUE, PROJECTED NORTHERLY, 105 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH A LINE 50 FEET DISTANT, MEASURED AT RIGHT ANGLES SOUTHEASTERLY, FROM THE CENTERLINE OF THE EXISTING TRANSMISSION LINE CROSSING DYE'S INLET, THE CENTERLINE OF SAID TRANSMISSION LINE DESCRIBED AS FOLLOWS: COMMENCING AT A MONUMENT AT PACIFIC AVENUE AND ELEVENTH STREET, CITY OF BREMERTON; THENCE NORTH 0*38' WEST ALONG THE CENTERLINE OF SAID PACIFIC AVENUE, A DISTANCE OF 778.42 FEET TO AN INTERSECTION WITH THE SAID CENTERLINE OF THE TRANSMISSION LINE CROSSING, WHICH BEARS NORTH 44*15' EAST; THENCE, FROM SAID POINT ON THE SOUTHWESTERLY MARGIN OF HIGHLAND AVENUE PROJECTED NORTHERLY, NORTH 44*15' EAST PARALLEL TO AND 50 FEET DISTANT, SOUTHEASTERLY FROM THE CENTERLINE OF SAID TRANSMISSION LINE, TO THE WATERS OF DYE'S INLET; THENCE IN A SOUTHERLY DIRECTION ALONG THE SHORE OF DYE'S INLET TO THE UNITED STATES MEANDER CORNER BEING ALSO THE NORTHEAST CORNER OF LOT 4, BLOCK 1, SAID BAYVIEW ADDITION; THENCE SOUTH 62*00' WEST ALONG THE MEANDER LINE TO AN INTERSECTION WITH THE SOUTHWESTERLY MARGIN OF HIGHLAND AVENUE AND THE TRUE POINT OF BEGINNING; EXCEPTING THEREFROM, A TRACT BOUNDED BY THE MARGINS OF HIGHLAND AVENUE, AS ESTABLISHED ON ITS SOUTHWESTERLY SIDE, BY THE ABOVE MENTIONED CITY OF BREMERTON ORDINANCE NO.146, AND ON ITS NORTHEASTERLY SIDE BY THAT CERTAIN QUIT CLAIM DEED DATED OCTOBER 9, 1905, FROM L.A. AND ELLEN BENDER AND ARTHUR AND O. BELVA FELLOWS TO THE CITY OF BREMERTON, RECORDED IN VOLUME 46 OF DEEDS, PAGE 62, RECORDS OF KITSAP COUNTY, PROJECTED NORTHWESTERLY THROUGH THE ABOVE DESCRIBED TRACT; SITUATE IN THE CITY OF BREMERTON, COUNTY OF KITSAP, STATE OF WASHINGTON.