

Return Address



Libby Goldstein, Toxics Cleanup Program
Department of Ecology, Northwest Regional Office
3190 - 160th Avenue SE, Bellevue, WA 98008

Type or print information legibly.

Document Title(s): Environmental Covenant

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

Grantor(s) person(s) that conveys, sells or grants interest in property: _____

Bremerton School District

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; OR
- Plat/Condo Name, lot or unit number, building or block number; OR
- Short Plat, Large Lot number, lot number and auditor file number

15241E That portion of the Northwest Quarter / NW
of Section 15, Township 24 North, Range 1 East, W.M. Kitsap County

Assessor's 14 digit Tax Parcel Number: 152401-2-027-2005

After Recording Return
Original Signed Covenant to:

Libby Goldstein
Toxics Cleanup Program
Department of Ecology
Northwest Regional Office
3190 – 160th Avenue SE
Bellevue, WA 98008

Environmental Covenant

Grantor: Bremerton School District
Grantee: State of Washington, Department of Ecology
Brief Legal Description: See Exhibit A
Tax Parcel No.: 152401-2-027-2005
Cross Reference: None

RECITALS

- a. This document is an environmental (restrictive) covenant (hereafter “Covenant”) executed pursuant to the Model Toxics Control Act (“MTCA”), chapter 70.105D 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 the Bremerton School District Crownhill Elementary School Site (“Site”), Ecology facility ID number 99722456. 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 under MTCA. This Covenant is required because residual contamination remains on the Property after completion of remedial actions. Specifically, the following principle contaminants remain on the Property:

Medium	Principle Contaminants Present
Soil	Antimony, arsenic, chromium (iii), copper, lead, zinc, petroleum hydrocarbons, trichloroethene, and carcinogenic polycyclic aromatic hydrocarbons
Groundwater	Arsenic, lead, petroleum hydrocarbons, and trichloroethene
Surface Water/Sediment	N/A

- 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 the Washington State Department of Ecology (“Ecology”).

Remedial Investigation Report, Aspect Consulting, LLC, November 2014

Feasibility Study Report, Aspect Consulting, LLC, November 2014

Cleanup Action Plan, Washington State Department of Ecology

- e. This Covenant grants the Washington State Department of Ecology, as holder of this Covenant, certain rights specified in this Covenant. The right of the Washington State Department of Ecology as a holder is not an ownership interest under MTCA, Chapter 70.105D RCW or the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") 42 USC Chapter 103.

COVENANT

Bremerton School District, as Grantor, fee simple owner of the Property, hereby grants to the Washington State Department of Ecology, and its successors and assignees, (hereafter "Ecology") the following covenants. Furthermore, it is the intent of the Grantor that such covenants shall 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 general restrictions and requirements shall apply to the Property:

- 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. **Amendment to the Covenant.** Grantor must notify 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. Before approving any proposal, Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal. If Ecology approves the proposal, the Covenant will be amended to reflect the change.

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/waste materials.

The remedial action for the Property is based on containing contaminated soil and waste materials under a cap consisting of Crownhill Elementary School and associated paved parking lots and roadways and a minimum one-foot thick soil cap in playfields and yard areas, as illustrated in Exhibit B. The primary purpose of this cap is to minimize the potential for contact with contaminated soil. As such, the following restrictions shall apply within the north and south landfill and surrounding areas as illustrated in Exhibit B:

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. However, if invasive work will be limited to the top 1-foot depth in the area shown on Exhibit B, Grantor is required only to notify Ecology's project manager in advance via email or letter, ensure that such work shall be supervised by BSD's Facilities Supervisor, and notify workers of subsurface conditions. For invasive work that will extend deeper than 1-foot, Grantor shall use only personnel with hazardous waste health and safety training, shall notify such personnel of subsurface conditions, and provide notice to and request approval by Ecology prior to performing the work. 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.

In addition, the Grantor shall not alter or remove the existing structures on the Property in any manner that would expose contaminated soil and waste materials, 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 and waste materials.

The Grantor covenants and agrees that it shall inspect the cap in accordance with the Ecology-approved Cover System Inspection and Maintenance (I&M) Plan.

b. Groundwater use.

The groundwater beneath the area of the Property illustrated in Exhibit C 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 within this area for any purpose shall be considered potentially contaminated and any discharge of this water shall be done in accordance with state and federal law.

c. Monitoring

Several groundwater monitoring wells are located on the Property to monitor the performance of the remedial action. The Grantor shall maintain clear access to these devices and protect them from damage. The Grantor 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 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 covenants and agrees that it shall comply with the Ecology-approved Groundwater/LNAPL Monitoring and Contingency Plan.

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 within the area of the Property described/illustrated in Exhibits A and B, including but not limited to title, easement, leases, and security or other interests, must:
 - i. Notify Ecology 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 a 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 KITSAP 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 to Ecology.

c. **Emergencies.** For any emergency or significant change in site conditions due to Acts of Nature (for example, flood, 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 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. Any required written notice, approval, or 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.

Ron Carpenter Bremerton School District 200 Bruenn Avenue Bremerton, WA 98312 360-473-0502	Section Manager, Toxics Cleanup Program Northwest Regional Office Toxics Cleanup Program Washington State Department of Ecology 3190 160 th Avenue SE Bellevue, WA 98008 425-649-7000
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As an alternative to providing written notice and change in contact information by mail, these documents may be provided electronically in an agreed upon format at the time of submittal.

Section 5. Modification or Termination.

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 Chapter 64.70 RCW and Chapter 70.105D RCW 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. Grantor shall provide Ecology with an original signed Covenant and proof of recording within ten (10) days of execution of this Covenant.

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 Chapter 70.105D RCW and Chapter 64.70 RCW. 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, 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 the Model Toxics Control Act, chapter 70.105D RCW and Uniform Environmental Covenants Act, chapter 64.70 RCW.

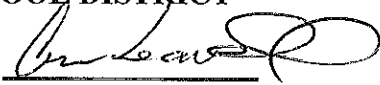
f. The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though 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 he/she holds the title to the Property and has authority to execute this Covenant.

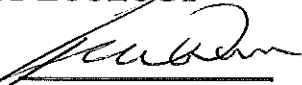
EXECUTED this 1st day of April, 2015.

BREMERTON SCHOOL DISTRICT

Dr. Aaron Leavell 
Superintendent
Bremerton School District
134 N. Marion Ave.
Bremerton WA 98312-3542
Phone: 360-473-1004

Dated: 4/1/2015

**STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY**

Robert W. Warren 
Section Manager
Toxics Cleanup Program
Northwest Regional Office
Phone: 425-649-7054

Dated: 4-9-15



GRANTOR ACKNOWLEDGMENT

STATE OF WA
COUNTY OF Kitsap

On this 1st day of April, 2015, I certify that Aaron A. Leavell personally appeared before me, acknowledged that he/she is the Superintendent of Bremerton School District that 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, and on oath stated that he/she was authorized to execute said instrument for Bremerton School District.

Joanna Cossack
Notary Public in and for the State of
Washington, residing at Kitsap Co.
My appointment expires 4-28-2017

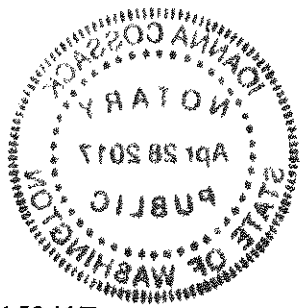


Exhibit A

LEGAL DESCRIPTION

15241E

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M., KITSAP COUNTY, WASHINGTON, CONVEYED BY VOLUME 585/668 DESCRIBED FOR TAX PURPOSES ONLY AS FOLLOWS:

BEGINNING AT A POINT 753.06 FEET SOUTH AND 660 FEET WEST OF THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE WEST 300 FEET; THENCE SOUTH 16 FEET; THENCE WEST 140 FEET; THENCE SOUTH 140 FEET; THENCE EAST 25 FEET; THENCE SOUTH 270 FEET; THENCE WEST 219.53 FEET TO THE EAST MARGIN OF ROCKY POINT ROAD; THENCE ALONG SAID MARGIN TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE EAST 434.09 FEET; THENCE SOUTH 300 FEET; THENCE EAST 400 FEET; THENCE NORTH 579.56 FEET; THENCE WEST 200 FEET; THENCE NORTH 300 FEET TO THE TRUE POINT OF BEGINNING.

Exhibit B
PROPERTY MAP



Rocky Point Road

North
Landfill
Area

Geotextile at 1 Foot Below Ground Surface
(Summer 2013 Interim Action)

South
Landfill
Area

Geotextile at 1 Foot Below Ground Surface
(Summer 2013 Interim Action)

Geotextile at 1 Foot Below Ground Surface
(Spring 2012 Interim Action)

**Points Bounding Environmental
Covenant Area**

Name	Easting	Northing
S1	1187933	215002
S2	1187944	215491
S3	1188320	215483
S4	1188315	215274
S5	1188515	215269
S6	1188508	214978
S7	1188108	214987
S8	1188108	214998
S9	1188106	214902
S10	1188468	214894
S11	1188464	214691
S12	1188101	214698



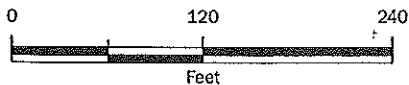
Area of Environmental Covenant
Soil and Structure Prohibitions



Interpreted Extent of Landfill Activity



Bremerton School District
Property Boundary



**Environmental Covenant Area,
School Property**

Bremerton School District Crownhill Elementary School Site
Kitsap County, Washington



DEC-2014

PROJECT NO.
100094

BY:
HRL

REVISED BY:
RAA

FIGURE NO.

1

Exhibit C
GROUNDWATER MAP

