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PIERCE COUNTY, WASHINGTON

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MAY 03 2011

WA State Department  
of Ecology (SWRO)

The City of Gig Harbor  
Attn: City Clerk  
3510 Grandview Street  
Gig Harbor, WA 98335

**WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM**

**Document Title(s) (or transactions contained therein):**

Amendment to Environmental Covenant – Eddon Boat Park

**Grantor(s) (Last name first, then first name and initials)**

City of Gig Harbor, Washington

**Grantee(s) (Last name first, then first name and initials)**

Washington State Department of Ecology

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

Section 05, Township 21, Range 02, Quarter 33 (additional legal description on page 7)

**Assessor's Property Tax Parcel or Account Number:** 0221053074 and 0221053050

**Reference Number(s) of Documents assigned or released:** Auditor Ref 200907280613

## AMENDMENT TO ENVIRONMENTAL COVENANT

Grantor: City of Gig Harbor  
Grantee: State of Washington, Department of Ecology  
Legal: Section 05 Township 21 Range 02 Quarter 33  
Tax Parcel Nos.: 022105-3074 and 022105-3050

Environmental Covenant, recording number 200907280613, was recorded in Pierce County, Washington on July 28, 2009. The Environmental Covenant imposed limitations on the use of property at the Eddon Boat Park, Pierce County tax parcel numbers 022105-3074 and 022105-3050. The limitations are required because remedial actions on the property resulted in some areas with residual contaminants being left on the property. Limits on disturbances of these areas are required by the original covenant to prevent release to the environmental or human exposure to contaminants.

Grantor, City of Gig Harbor, hereby binds Grantor, its successors and assigns to the land use restrictions identified herein and grants such other rights under this amendment to environmental covenant (hereafter "Amendment to Covenant") made this 26 day of April, 2011 in favor of the State of Washington Department of Ecology (hereafter "Ecology"). Ecology shall have full right of enforcement of the rights conveyed under this Covenant pursuant to the Model Toxics Control Act, Revised Code of Washington (hereafter "RCW") 70.105D.030(1)(g), and the Uniform Environmental Covenants Act, 2007 Washington Laws chapter 104, section 12.

This Amendment to Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and Washington Administrative Code (hereafter "WAC") 173-340-440 by City of Gig Harbor, its successors and assigns, and Ecology, its successors and assigns.

A remedial action (hereafter "Remedial Action") occurred at the property that is the subject of this Amendment to Covenant. The property is legally described in Exhibit A to this Amendment to Covenant. The Remedial Action conducted at the property is described in the following document[s]:

- Agreed Order (hereafter "AO") DE 5597, August 2008
- Cleanup Action Plan (hereafter "CAP") for the Eddon Boatyard Site (Exhibit of the AO, June 2008)
- Memorandum of Understanding, to Joyce Mercuri, Washington State Department of Ecology, from City of Gig Harbor, City Engineer, dated March 7, 2011

These documents are on file at Ecology's Southwest Regional Office.

This Amendment to Covenant is required because the Remedial Action resulted in residual concentrations of polycyclic aromatic hydrocarbons which exceed the Model Toxics Control Act, Method A soil cleanup levels for unrestricted land use established under WAC 173-340-740. The polycyclic aromatic hydrocarbon area covered by this Amendment to Covenant are located in the strip of land between the northwest side of the boat shed building and the northern property line. This area has been remediated by isolating contaminated soils beneath a landscape barrier and gravel cap and by limiting public access. This area is in addition to the parts of the site initially identified in the Cleanup Action Plan and included in the original Environmental Covenant.

Section 1. In addition to the restrictions required in the original Environmental Covenant, recording number 200907280613, the following restrictions are required for the area identified on Exhibit B with cross-hatching, between the northwest property line and the boatshed building.

Activities that may result in the release or exposure to the environment of contaminated soils that were contained as part of the Remedial Action, or create a new exposure pathway, are prohibited without prior written approval from Ecology. Some examples of activities that are prohibited in the capped area include drilling, digging, piercing the surface with a spike or similar item, or removal or disturbance of gravel cap.

Access to this area by the general public shall be limited by the placement of signs, and physically restricted access from the boatshed building and the viewing platform.

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) days 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 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 comments, concurs.

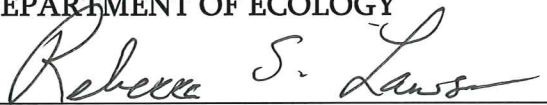
City of Gig Harbor



Charles L. Hunter  
Mayor

Dated: 4/26/11

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY



Rebecca S. Lawson, P.E.  
Toxics Cleanup Program  
Section Manager  
Southwest Region

Dated: 5/31/2011

[REPRESENTATIVE ACKNOWLEDGEMENT]

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this 31 day of May, 2011, I certify that Rebecca Lawson 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 Section Manager of Washington State Department of Ecology Toxics Cleanup Program, Southwest Region to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.



Valerie L. Pearson  
Notary Public in and for the State of  
Washington, residing at 3338 R Street, Auburn  
My appointment expires 03-28-12.

STATE OF WASHINGTON  
COUNTY OF PIERCE

On this 26 day of April, 2011, I certify that Charles L. Hunter personally appeared before me, acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument, and acknowledged it as the Mayor of The City Of Gig Harbor to be the free and voluntary act and deed of such party for the uses and purposes mentioned in the instrument.



Molly Towslee  
Notary Public in and for the State of  
Washington, residing at Gig Harbor.  
My appointment expires 12/2/11.

**EXHIBIT A**  
**LEGAL DESCRIPTION**

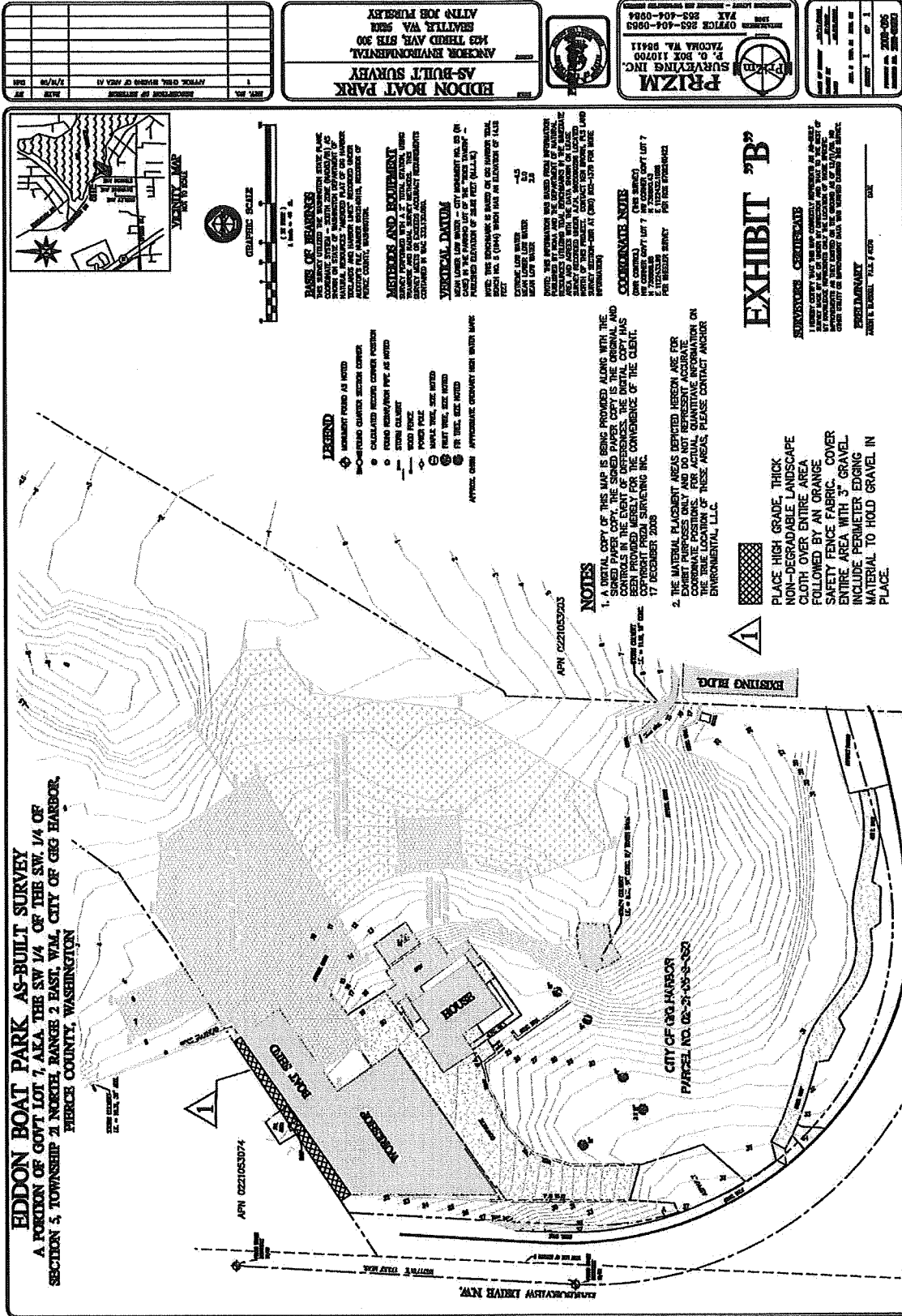
022105-3074

Section 05 Township 21 Range 02 Quarter 33 : COM AT MC AT NW COR LOT 7 TH S 41 DEG 03 MIN E 75.21 FT ALG ML TH S 26 DEG 03 MIN E 200 FT TO TRUE POB TH CONT S 26 DEG 03 MIN E 125.5 FT TH S 19 DEG 49 MIN W 79 FT TH S 50 DEG 55 MIN W 162.65 FT TO HWY TH NLY ALG ELY LI HWY TO PT S 54 DEG 48 MIN W FROM POB TH N 54 DEG 48 MIN E 145 FT TO POB TOG/W TDLDS ABUTT

022105-3050

Section 05 Township 21 Range 02 Quarter 33 : COM NW COR GOVT LOT 7 TH S 01 DEG 13 MIN W 572.82 FT N 50 DEG 55 MIN E 58 FT TO INTER ELY LI OF B H CO RD & POB TH CONT N 50 DEG 55 MIN E 162.55 FT N 19 DEG 49 MIN E 79 FT TO INTER ML OF GIG HARBOR TH S 25 DEG 00 MIN E 90.96 FT N 63 DEG 57 MIN E 55 FT M/L TO A PT THAT IS 287.37 FT E OF & AT R/A TO W LI SEC TH S 01 DEG 13 MIN W 163 FT M/L TO INTER NLY LI SD B H CO RD TH WLY & SLY 272 FT ALG NLY LI SD RD TO BEG TO /W TDLDS ABUTT

# EXHIBIT B MAP - AMENDED RESTRICTED AREA



**EDDON BOAT PARK AS-BUILT SURVEY**  
 A PORTION OF GOVT LOT 7, AKA. THE SW 1/4 OF THE SW 1/4 OF SECTION 5, TOWNSHIP 21 NORTH, RANGE 2 EAST, WM, CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON

DATE	7/25/21
BY	AS-BUILT SURVEY
PROJECT NO.	AS-BUILT SURVEY
CLIENT	ATLTY JOB PURSLEY

**EDDON BOAT PARK AS-BUILT SURVEY**  
 ANCHOR ENGINEERING  
 433 THIRD AVE, SUITE 300  
 SEATTLE, WA 98101  
 ATTY JOB PURSLEY

**PRIZM SURVEYING INC.**  
 TACOMA, WA 98411  
 OFFICE 253-404-0983  
 FAX 253-404-0984  
 6601 1ST AVE, SUITE 100  
 TACOMA, WA 98403

**BASE OF MEASURES**  
 THIS SURVEY UTILIZED THE NAD83 STATE PLANE COORDINATE SYSTEM WITH THE WASHINGTON STATE NORTH ZONE AS THE BASIS OF MEASUREMENT. HORIZONTAL MEASUREMENTS WERE MADE WITH AN ELECTRONIC DISTANCE MEASURING DEVICE (EDM) WITH AN ACCURACY OF 1:50,000. VERTICAL MEASUREMENTS WERE MADE WITH A TOTAL STATION WITH AN ACCURACY OF 1:100,000. ALL MEASUREMENTS WERE MADE IN PIERCE COUNTY, WASHINGTON.

**METHODS AND EQUIPMENT**  
 SURVEYING WAS CONDUCTED USING THE FOLLOWING METHODS AND EQUIPMENT: TOTAL STATION WITH EDM, GPS, AND LEVELING. ALL MEASUREMENTS WERE MADE IN ACCORDANCE WITH THE SURVEYING STANDARDS OF PIERCE COUNTY, WASHINGTON.

**VERTICAL DATUM**  
 THIS SURVEY WAS CONDUCTED USING THE NAD83 STATE PLANE COORDINATE SYSTEM WITH THE WASHINGTON STATE NORTH ZONE AS THE BASIS OF MEASUREMENT. HORIZONTAL MEASUREMENTS WERE MADE WITH AN ELECTRONIC DISTANCE MEASURING DEVICE (EDM) WITH AN ACCURACY OF 1:50,000. VERTICAL MEASUREMENTS WERE MADE WITH A TOTAL STATION WITH AN ACCURACY OF 1:100,000. ALL MEASUREMENTS WERE MADE IN PIERCE COUNTY, WASHINGTON.

**LEGEND**

- ◊ MONUMENT FOUND AS NOTED
- CALCULATED SECOND CORNER POSITION
- RECALCULATED QUARTER SECTION CORNER
- STAKE SETTING POINT AS NOTED
- STATION
- POINT
- WOOD POLE
- WIRE TIE, SIZE NOTED
- IRON PIPE, SIZE NOTED
- IRON ROD, SIZE NOTED
- APPROXIMATE CORNER FROM WATER MARK

**COOPERATIVE NOTES**  
 THIS SURVEY WAS CONDUCTED IN COOPERATION WITH THE CITY OF GIG HARBOR. THE CITY ENGINEER HAS REVIEWED THIS SURVEY AND HAS GIVEN HIS APPROVAL. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING STANDARDS OF PIERCE COUNTY, WASHINGTON.

**NOTES**

- A DETAIL COPY OF THIS MAP IS BEING PROVIDED ALONG WITH THE SIGNED PAPER COPY. THE SIGNED PAPER COPY IS THE ORIGINAL, AND THIS COPY IS A REPRODUCTION. THIS REPRODUCTION WAS MADE FOR THE CONVENIENCE OF THE CLIENT. COPYRIGHT PRIZM SURVEYING INC. 17 DECEMBER 2020
- THE MATERIAL PLACEMENT AREAS IDENTIFIED HEREON ARE FOR INFORMATION ONLY AND DO NOT REPRESENT ACCURATE COORDINATE POSITIONS. FOR ACTUAL QUANTITATIVE INFORMATION ON THE TRUE LOCATION OF THESE AREAS, PLEASE CONTACT ANCHOR ENVIRONMENTAL, LLC.

**EXHIBIT "B"**

PLACE HIGH GRADE THICK NON-DISSOLUBLE LANDSCAPE CLOTH OVER ENTIRE AREA FOLLOWED BY AN GRANGE SAFETY FENCE FABRIC. COVER ENTIRE AREA WITH 3" GRAVEL. INCLUDE PERMETER EDGING MATERIAL TO HOLD GRAVEL IN PLACE.