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 07/25/2011 09:58:07 AM \$74.00
 PIERCE COUNTY, WASHINGTON

Filed for record at request of:
 After recording return to:

Port of Tacoma
 Real Estate Department
 PO Box 1837
 Tacoma WA 98401

**DUPLICATE
 ORIGINAL**

**AMENDED AND RESTATED ENVIRONMENTAL COVENANT
 (Milwaukee Nearshore Confined Disposal Facility and Closure Berm)**

Grantor: Port of Tacoma
 Grantee/Holder: Port of Tacoma
 Abbr. Legal Description: Ptn Blks 4, 7, 8, and 10, Tacoma Tidelands
 Addl. Legal Description: Exhibit A, pages 6 – 9 of this document
 Exhibit B, pages 10 – 13 of this document
 Reference: Environmental Covenant, Recording No. 200912230321
 Tax Parcel Nos.: 8950000121, 8950000050, and 8950000092

0. Amended And Restated Instrument. This instrument is recorded to correct and restate the legal description of the Nearshore Confined Disposal Facility in Exhibit B of this instrument. This Amended and Restated Environmental Covenant replaces and supersedes the Environmental Covenant (Milwaukee Nearshore Confined Disposal Facility and Closure Berm) recorded on December 23, 2009 under Pierce County Auditor File No. 200912230321.

1. Purpose and Background. This instrument grants an Environmental Covenant pursuant to the Washington State Uniform Environmental Covenants Act, RCW Chapter 64.70 ("UECA"), to the Port of Tacoma ("Grantee" or "Holder"), imposing certain conditions and restrictions on real property located in Pierce County, Washington, which property is described herein and also on Exhibits A and B hereto ("Property"). This Environmental Covenant is established pursuant to the Commencement Bay Nearshore/Tideflats Superfund Site; Sitcum Waterway Problem Area Consent Decree ("Consent Decree"), which was entered on October 8, 1993 in the United States District Court for the Western District of Washington at Tacoma in the case entitled *United States of America et al. v. Port of Tacoma*, Civil Action No. C93-5462 RJB, pursuant to Section 122 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9622 et seq. ("CERCLA"). The Property described herein and on Exhibit A is owned by Grantor and is part of the "Site" and the "Sitcum Waterway Remediation Project" as defined in the Consent Decree. The United States Environmental Protection Agency ("EPA") selected a remedy for the Site on September 30, 1989 ("Record of Decision" or "ROD") and further described the Sitcum Waterway Remediation Project in an Explanation of Significant Differences ("ESD") dated June 24, 1993. The Consent Decree requires implementation of the remedy as provided in the Consent Decree, which includes the dredging of the Blair Waterway and the Sitcum Waterway; the disposition of contaminated dredged sediments in a nearshore confined disposal facility constructed in a portion of the former Milwaukee Waterway, covered by a cap, and contained by a closure berm ("Milwaukee NCDF"); and the implementation of habitat mitigation projects at and beyond the mouth of the Milwaukee Waterway ("Milwaukee

Habitat Area”), and at an additional mitigation project (“Clear Creek Habitat Improvement (Phase 1)” or “Clear Creek Phase 1 Habitat Area”). The Record of Decision, ESD, related administrative record, and Consent Decree, are on file with EPA Region 10 or its successor agency, presently located at 1200 Sixth Avenue, Seattle, WA 98101.

2. Covenants and Conveyance. Grantor hereby makes and conveys to Holder, and Holder’s successors or assigns, the following covenants regarding limitations, restrictions, and uses to which the Property may be put:

a. That portion of the Property described in Exhibit B hereto shall be used for a nearshore confined disposal facility and closure berm for sediments in accordance with the Consent Decree. That portion of the Property above the cap on the nearshore confined disposal facility, and that portion of the Property above the closure berm, may be used for other uses, but shall not be used for any use that violates the terms of this Environmental Covenant. That portion of the Property outside the area described in Exhibit B hereto may be used for any lawful use as long as such use is not incompatible with the confined disposal facility and closure berm uses within the area described in Exhibit B and the restrictions as provided for in this Environmental Covenant.

b. No person shall engage in any activity on the Property that damages or disturbs the integrity of the Milwaukee NCDF or closure berm on the Property or otherwise will result in the release or exposure to the environment of any hazardous substances contained in the Milwaukee NCDF, without the prior written approval of EPA. Examples of activities that may damage or disturb the integrity of the Milwaukee NCDF or closure berm on the Property are excavation, dredging, or drilling.

c. Any lease or other use of the Property shall be consistent with the Consent Decree and this Environmental Covenant.

d. Any deed, lease, or other instrument conveying any interest in the Property subsequent to the date of this Environmental Covenant shall be subject to the covenants and restrictions in this Environmental Covenant, and shall contain a notice stating that the Property is subject to the Consent Decree and this Environmental Covenant.

e. Any deed, lease, or other conveyance of any interest in the Property shall make adequate provisions for any continued monitoring or maintenance of the Milwaukee NCDF and closure berm on the Property required by the Consent Decree.

f. At least thirty (30) days prior to the conveyance of any ownership interest in the Property, Grantor shall give written notice of the Consent Decree and this Environmental Covenant to the grantee of such conveyance, and shall give written notice to EPA of the proposed conveyance, including the name and address of the grantee, and the date on which notice of the Consent Decree and this Environmental Covenant was given to the grantee.

g. Consistent with the Consent Decree, authorized representatives of EPA and the Natural Resource Trustees shall have the right to enter the Property at reasonable times to evaluate the remedial action taken on the Property pursuant to the Consent Decree, obtain samples, inspect records related to the remedial action, and assess compliance with the Consent Decree and this Environmental Covenant.

3. Reservation of Rights by Grantor. Grantor hereby reserves unto itself and its representatives, heirs, assigns, and successors all rights accruing from ownership of the Property that are not conditioned or restricted by this Environmental Covenant.

4. Covenants Run With Land; Successors and Assigns. The covenants, rights, duties, and agreements set forth herein shall be covenants and servitudes that run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, heirs, successors, and assigns, including, but not limited to, corporate and legal successors, successors in title, and future lessees, users, and owners of any portion of or interest in the Property.

5. Duration; Amendment; Termination. The duration of this Environmental Covenant shall be perpetual, unless amended or terminated in accordance with the amendment or termination provisions of the UECA, RCW 64.70.090 and .100, or amendments or successors thereto.

6. Enforcement. This Environmental Covenant may be enforced pursuant to all applicable laws, including but not limited to UECA and CERCLA. EPA and Holder shall have full enforcement rights as provided by law.

7. Agency Interest. EPA is signing this Environmental Covenant pursuant to RCW 64.70.040(e). Pursuant to RCW 64.70.030(2), the rights granted to EPA under UECA or this Environmental Covenant are not interests in real property.

8. General Provisions. This Environmental Covenant including the exhibits attached hereto contains the entire understanding between the parties and supersedes any prior understandings and agreements between the parties or any of them respecting this Environmental Covenant and the covenants and other provisions contained herein. Each party to this Environmental Covenant certifies that it is authorized to enter into this Environmental Covenant. Grantor further certifies that it believes that it has fee simple title to the Property, and will defend the same. Each person signing this Environmental Covenant certifies that such person is authorized to execute this document and bind the party on whose behalf such person is signing. No delay in exercising any right or remedy of any party hereunder shall constitute a waiver thereof, and no waiver of the breach of any provision of this Environmental Covenant shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Environmental Covenant. This Environmental Covenant shall be governed by, construed, and enforced in accordance with the internal laws of the State of Washington. The headings in this Environmental Covenant are for convenience only and do not in any way limit or affect the terms and provisions hereof. If any term, covenant or condition of this Environmental Covenant is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof and this Environmental Covenant shall be construed as if such invalid or unenforceable provision had never been contained herein.

SIGNATURES APPEAR ON FOLLOWING PAGES

DATED: 21 July, 2011.

GRANTOR AND HOLDER

PORT OF TACOMA

By: *[Signature]*
Jack Hedge, Director,
Real Estate and Asset Management

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this 21~~st~~ day of July, 2011, personally appeared before me the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, JACK HEDGE, to me known to be the Director, Real Estate and Asset Management, of the PORT OF TACOMA, a municipal corporation, that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the seal of said municipal corporation.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

Sandra Lee Miller
Printed Name: Sandra Lee Miller
Notary Public in and for the State of WA
My appointment expires: 10-30-11

APPROVED AS TO FORM:

[Signature]
Counsel for Port of Tacoma



DATED 14 July, 2011.

ENVIRONMENTAL PROTECTION AGENCY

By: *Daniel D. Opalski*
Daniel D. Opalski, Director
Office of Environmental Cleanup

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 14th day of July, 2011, personally appeared before me the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, DANIEL D. OPALSKI, to me known to be the Director, Office of Environmental Cleanup, of the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said agency, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.

Carol Diann Kennedy
Printed Name: Carol Diann Kennedy
Notary Public in and for the State of WA
My appointment expires: 09/17/12



EXHIBITS

The Milwaukee Nearshore Confined Disposal Facility and Closure Berm are located within Tax Parcel No. 8950000121, 8950000050, and 8950000092 as shown in the drawing contained in Exhibit A on page 9 below. The legal description of those tax parcels is contained in Exhibit A on pages 6 – 8 below. The legal description and drawing of the Nearshore Confined Disposal Facility is contained in Exhibit B on pages 10 – 13 below.

EXHIBIT A

Legal Description and Drawing of Affected Property

Legal Description of Tax Parcel No. 8950000121:

PORTIONS OF BLOCKS 7, 8 AND 10, TACOMA TIDELANDS, ACCORDING TO THE OFFICIAL MAP THEREOF FILED IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS AT OLYMPIA, SEPTEMBER 3, 1895, AND THOSE PORTIONS OF VACATED STREETS AND AVENUES ABUTTING THEREON AND ATTACHED THERETO BY OPERATION OF LAW, AS VACATED BY CITY OF TACOMA ORDINANCE NO. 20168 AND RECORDED UNDER RECORDING NUMBER 2564340, DESCRIBED AS FOLLOWS:

COMMENCING AT A MONUMENT WHICH IS THE INTERSECTION OF EAST 11TH STREET AND SITCUM AVENUE (MILWAUKEE WAY) IN THE CITY OF TACOMA, PIERCE COUNTY, WASHINGTON; THENCE NORTH 31°11'25" WEST, 51.74 FEET TO THE NORTHWEST RIGHT OF WAY LINE OF EAST 11TH STREET; THENCE SOUTH 43°53'39" WEST, 828.90 FEET ALONG SAID RIGHT OF WAY LINE TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 43°53'39" WEST, 141.88 FEET ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 49°28'45" WEST, 247.87 FEET ALONG SAID RIGHT OF WAY LINE; THENCE NORTH 75°22'23" WEST, 134.29 FEET; THENCE NORTH 52°40'34" WEST 409.67 FEET; THENCE NORTH 32°21'10" WEST, 2970 FEET TO THE INNER HARBOR LINE; THENCE NORTH 69°21'11" EAST, 303.48 FEET ALONG SAID INNER HARBOR LINE; THENCE NORTH 69°21'08" EAST, 295.07 FEET ALONG SAID INNER HARBOR LINE; THENCE NORTH 69°21'12" EAST, 111.47 FEET ALONG SAID INNER HARBOR LINE; THENCE SOUTH 31°22'50" EAST, 1260.23 FEET; THENCE SOUTH 29°56'30" EAST, 414.58 FEET; THENCE SOUTH 31°05'44" EAST, 398.18 FEET; THENCE SOUTH 30°15'22" EAST, 199.66 FEET; THENCE SOUTH 31°47'08" EAST, 199.68 FEET; THENCE SOUTH 30°04'46" EAST, 98.29 FEET; THENCE SOUTH 32°54'21" EAST, 99.32 FEET; THENCE SOUTH 28°17'33" EAST, 168.45 FEET; THENCE SOUTH 34°43'14" EAST, 215.17 FEET; THENCE SOUTH 27°39'51" EAST, 187.89 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE CITY OF TACOMA, COUNTY OF PIERCE, STATE OF WASHINGTON.

EXHIBIT A

Legal Description of Tax Parcel No. 8950000050:

PORTIONS OF BLOCKS 4 AND 7, TACOMA TIDELANDS, ACCORDING TO THE OFFICIAL MAP THEREOF FILED IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS AT OLYMPIA, SEPTEMBER 3, 1895, TOGETHER WITH THOSE PORTIONS OF VACATED STREETS AND AVENUES ABUTTING THEREON AND ATTACHED THERETO BY OPERATION OF LAW, AS VACATED BY CITY OF TACOMA ORDINANCE NO. 20168 AND RECORDED UNDER RECORDING NUMBER 2564340, DESCRIBED AS FOLLOWS:

COMMENCING AT A MONUMENT WHICH IS THE INTERSECTION OF EAST 11TH STREET AND SITCUM AVENUE (MILWAUKEE WAY) IN THE CITY OF TACOMA, PIERCE COUNTY, WASHINGTON; THENCE NORTH 31°11'25" WEST, 51.74 FEET TO THE NORTHWEST RIGHT OF WAY LINE OF EAST 11TH STREET; THENCE SOUTH 43°53'39" WEST, 600.15 FEET ALONG SAID RIGHT OF WAY LINE TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 43°53'39" WEST, 228.75 FEET ALONG SAID RIGHT OF WAY LINE; THENCE NORTH 27°39'51" WEST, 187.89 FEET; THENCE NORTH 34°43'14" WEST, 215.17 FEET; THENCE NORTH 28°17'33" WEST, 168.45 FEET; THENCE NORTH 32°54'21" WEST, 99.32 FEET; THENCE NORTH 30°04'46" WEST, 98.29 FEET; THENCE NORTH 31°47'08" WEST, 199.68 FEET; THENCE NORTH 30°15'22" WEST, 199.66 FEET; THENCE NORTH 31°05'44" WEST, 398.18 FEET; THENCE NORTH 29°56'30" WEST, 414.58 FEET; THENCE NORTH 10°11'57" WEST, 280.29 FEET; THENCE NORTH 31°20'48" WEST, 436.76 FEET; THENCE NORTH 59°57'56" EAST, 32.96 FEET; THENCE NORTH 22°41'47" WEST, 324.90 FEET; THENCE NORTH 31°14'56" WEST, 206.84 FEET TO THE INNER HARBOR LINE; THENCE NORTH 69°21'12" EAST, 21.70 FEET ALONG SAID INNER HARBOR LINE; THENCE SOUTH 31°14'51" EAST, 3143.15 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE CITY OF TACOMA, COUNTY OF PIERCE, STATE OF WASHINGTON.

EXHIBIT A

Legal Description of Tax Parcel No. 8950000092:

THAT PORTION OF BLOCK 7, TACOMA TIDELANDS, ACCORDING TO THE OFFICIAL MAP THEREOF FILED IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS AT OLYMPIA, SEPTEMBER 3, 1895, AND THOSE PORTIONS OF VACATED STREETS AND AVENUES ABUTTING THEREON AND ATTACHED THERETO BY OPERATION OF LAW, AS VACATED BY CITY OF TACOMA ORDINANCE NO. 20168 AND RECORDED UNDER RECORDING NUMBER 2564340, DESCRIBED AS FOLLOWS:

COMMENCING AT A MONUMENT WHICH IS THE INTERSECTION OF EAST 11TH STREET AND SITCUM AVENUE (MILWAUKEE WAY), IN THE CITY OF TACOMA, PIERCE COUNTY, WASHINGTON; THENCE NORTH 31°11'25" WEST, 51.74 FEET TO THE NORTHWEST RIGHT OF WAY LINE OF EAST 11 TH STREET; THENCE SOUTH 43°53'39" WEST, 600.15 FEET ALONG SAID RIGHT OF WAY LINE; THENCE NORTH 31°14'51" WEST, 3143.15 FEET TO THE INNER HARBOR LINE; THENCE SOUTH 69°21'12" WEST, 21.70 FEET ALONG SAID INNER HARBOR LINE TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 69°21'12" WEST, 187.29 FEET ALONG SAID INNER HARBOR LINE; THENCE SOUTH 31°22'50" EAST, 1260.23 FEET; THENCE NORTH 10°11'57" WEST, 280.29 FEET; THENCE NORTH 31°20'48" WEST, 436.76 FEET; THENCE NORTH 59°57'56" EAST, 32.96 FEET; THENCE NORTH 22°41'47" WEST, 324.90 FEET; THENCE NORTH 31°14'56" WEST, 206.84 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE CITY OF TACOMA, COUNTY OF PIERCE, STATE OF WASHINGTON.

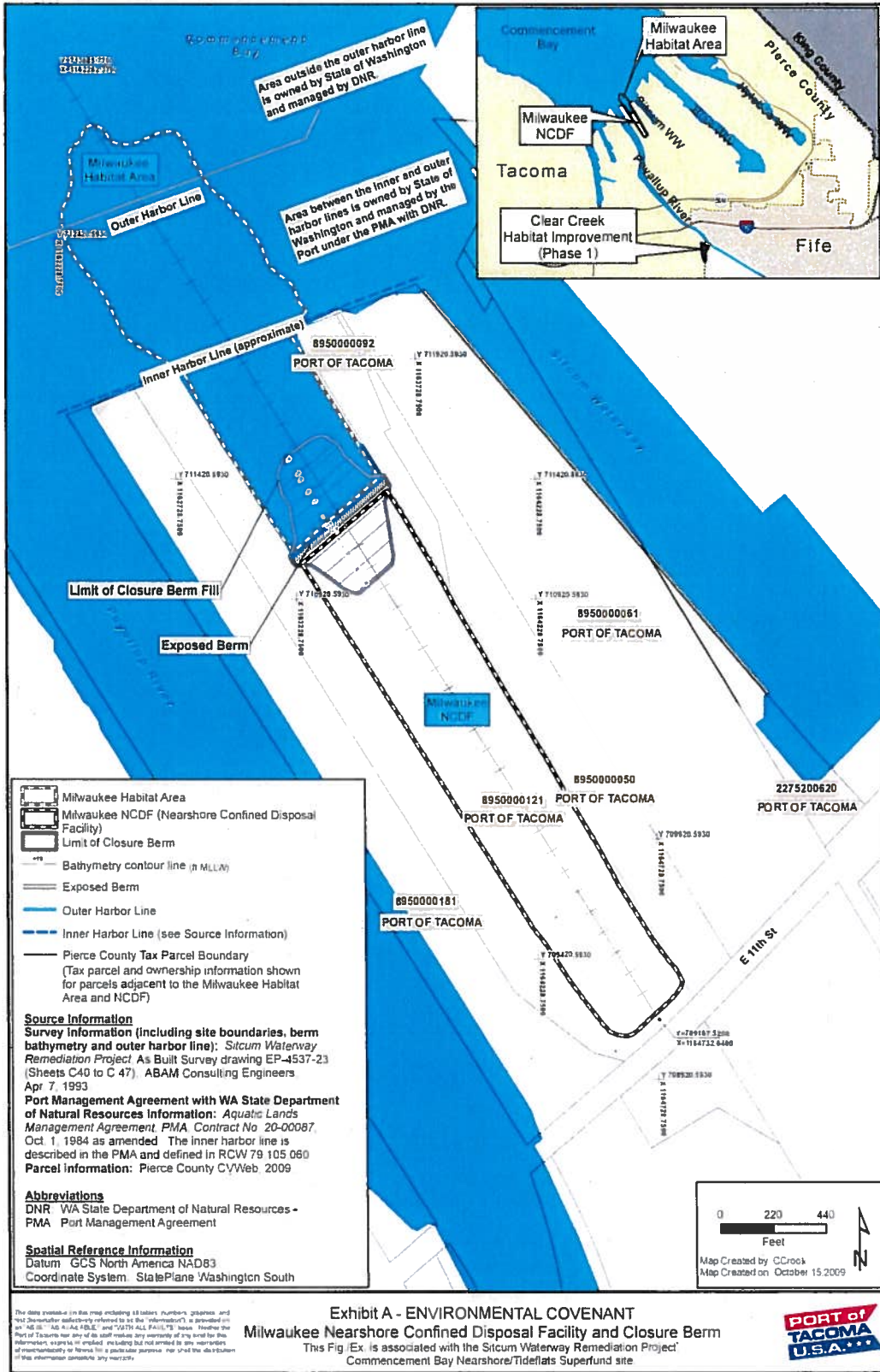


Exhibit A - ENVIRONMENTAL COVENANT

Milwaukee Nearshore Confined Disposal Facility and Closure Berm

This Fig. Ex. is associated with the Sitcum Waterway Remediation Project
Commencement Bay Nearshore/Tidelands Superfund site

EXHIBIT B

MILWAUKEE NEARSHORE CONFINED DISPOSAL FACILITY DESCRIPTION
"THIS DESCRIPTION IS ASSOCIATED WITH THE SITCUM WATERWAY REMEDIATION
PROJECT, COMMENCEMENT BAY NEARSHORE/TIDEFLATS SUPERFUND SITE."

A PORTION OF TRACTS 4 AND 10, AND A PORTION OF VACATED RAILROAD AVENUE AS SHOWN ON SHEET 4 IN VOLUME 1 OF THE TACOMA TIDELANDS, ACCORDING TO THE MAP THEREOF FILED IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS AT OLYMPIA, SEPTEMBER 3, 1895, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS DISK AT THE INTERSECTION OF EAST 11TH STREET AND TAYLOR WAY, SAID MONUMENT ALSO BEING PORT OF TACOMA CONTROL POINT NO. 184, AS SHOWN ON PORT OF TACOMA 2007 SURVEY CONTROL MAP TITLED "BLAIR-HYLEBOS PENINSULA SURVEY CONTROL MAP";
THENCE SOUTH 44°06'22" WEST, 4652.71 FEET TO A BRASS DISK SET IN A MONUMENT CASE AT THE INTERSECTION OF EAST 11TH STREET AND THORNE ROAD, SAID MONUMENT ALSO BEING PORT OF TACOMA CONTROL POINT NO. 925 AS SHOWN ON AFORESAID MAP;
THENCE SOUTH 44°06'10" WEST, 1967.97 FEET TO A POINT ON THE MILWAUKEE WATERWAY BASELINE, AS SHOWN IN SITCUM WATERWAY REMEDIATION PROJECT PLANS DATED 6-3-93;
THENCE NORTH 32°13'46" WEST ALONG SAID BASELINE, 121.03 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 47°20'01" WEST, 115.34 FEET TO THE BEGINNING OF AN 89.95-FOOT RADIUS CURVE CONCAVE TO THE NORTH;
THENCE ALONG SAID CURVE 122.98 FEET THROUGH A CENTRAL ANGLE OF 78°20'09";
THENCE NORTH 39°23'01" WEST, 144.44 FEET;
THENCE NORTH 36°37'56" WEST, 200.78 FEET;
THENCE NORTH 32°29'20" WEST, 426.93 FEET;
THENCE NORTH 32°07'41" WEST, 130.64 FEET;
THENCE NORTH 35°50'26" WEST, 243.14 FEET;
THENCE NORTH 32°06'48" WEST, 377.87 FEET;
THENCE NORTH 32°08'26" WEST, 835.65 FEET;
THENCE NORTH 49°11'27" EAST, 505.89 FEET;
THENCE SOUTH 30°54'31" EAST, 478.30 FEET;
THENCE SOUTH 28°12'23" EAST, 244.55 FEET;
THENCE SOUTH 30°41'02" EAST, 572.94 FEET;
THENCE SOUTH 33°37'59" EAST, 208.21 FEET;
THENCE SOUTH 29°41'13" EAST, 160.14 FEET;
THENCE SOUTH 19°17'17" EAST, 58.93 FEET;
THENCE SOUTH 30°13'27" EAST, 370.51 FEET;

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2601 South 35th Street, Suite 200, Tacoma, Washington 98409
(235) 473-4494 Fax: (253) 473-0599



THENCE SOUTH 33°42'18" EAST, 38.18 FEET;
THENCE SOUTH 36°26'50" EAST, 165.01 FEET;
THENCE SOUTH 34°06'30" EAST, 72.94 FEET;
THENCE SOUTH 29°00'54" EAST, 38.30 FEET;
THENCE SOUTH 00°52'52" WEST, 22.97 FEET;
THENCE SOUTH 34°17'09" WEST, 24.39 FEET;
THENCE SOUTH 38°48'40" WEST, 40.58 FEET;
THENCE SOUTH 47°20'01" WEST, 108.87 FEET TO THE POINT OF BEGINNING.

(CONTAINING 1,099,945 SQUARE FEET MORE OR LESS)



KENNETH W. SWINDAMAN, P.L.S.
WASHINGTON STATE REGISTRATION NO. 34130

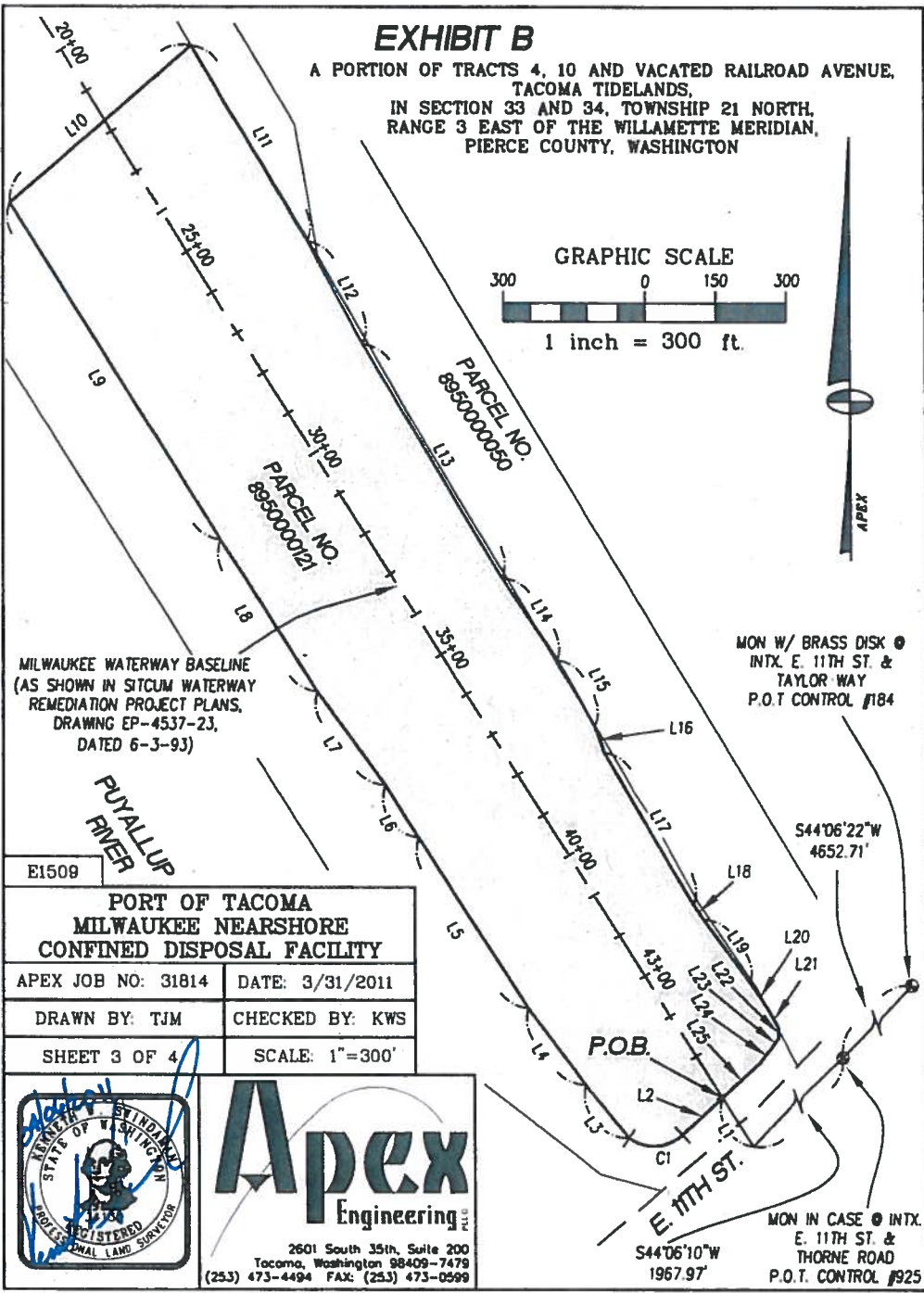
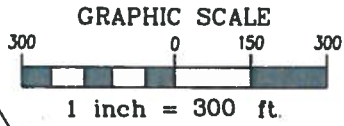
-PAGE 2 OF 4-

2601 South 35th Street, Suite 200, Tacoma, Washington 98409
(253) 473-4494 Fax: (253) 473-0599



EXHIBIT B

A PORTION OF TRACTS 4, 10 AND VACATED RAILROAD AVENUE,
TACOMA TIDELANDS,
IN SECTION 33 AND 34, TOWNSHIP 21 NORTH,
RANGE 3 EAST OF THE WILLAMETTE MERIDIAN,
PIERCE COUNTY, WASHINGTON



MILWAUKEE WATERWAY BASELINE
(AS SHOWN IN SITCUM WATERWAY
REMEDATION PROJECT PLANS,
DRAWING EP-4537-23,
DATED 6-3-93)

MON W/ BRASS DISK
INTX. E. 11TH ST. &
TAYLOR WAY
P.O.T. CONTROL #184

S44°06'22"W
4652.71'

E1509	
PORT OF TACOMA MILWAUKEE NEARSHORE CONFINED DISPOSAL FACILITY	
APEX JOB NO: 31814	DATE: 3/31/2011
DRAWN BY: TJM	CHECKED BY: KWS
SHEET 3 OF 4	SCALE: 1"=300'



Apex
Engineering LLC

2601 South 35th, Suite 200
Tacoma, Washington 98409-7479
(253) 473-4494 FAX: (253) 473-0599

S44°06'10"W
1967.97

MON IN CASE
E. 11TH ST. &
THORNE ROAD
P.O.T. CONTROL #925

EXHIBIT B

A PORTION OF TRACTS 4, 10 AND VACATED RAILROAD AVENUE, TACOMA TIDELANDS,
IN SECTION 33 AND 34, TOWNSHIP 21 NORTH,
RANGE 3 EAST OF THE WILLAMETTE MERIDIAN,
PIERCE COUNTY, WASHINGTON

LINE TABLE

LINE	LENGTH	BEARING
L1	121.03'	N32°13'46"W
L2	115.34'	S47°20'01"W
L3	144.44'	N39°23'01"W
L4	200.78'	N36°37'56"W
L5	426.93'	N32°29'20"W
L6	130.64'	N32°07'41"W
L7	243.14'	N35°50'26"W
L8	377.87'	N32°06'48"W
L9	835.65'	N32°08'26"W
L10	505.89'	N49°11'27"E
L11	478.30'	S30°54'31"E
L12	244.55'	S28°12'23"E
L13	572.94'	S30°41'02"E
L14	208.21'	S33°37'59"E
L15	160.14'	S29°41'13"E
L16	58.93'	S19°17'17"E
L17	370.51'	S30°13'27"E
L18	38.18'	S33°42'18"E
L19	165.01'	S36°26'50"E
L20	72.94'	S34°06'30"E
L21	38.30'	S29°00'54"E
L22	22.97'	S00°52'52"W
L23	24.39'	S34°17'09"W
L24	40.58'	S38°48'40"W
L25	108.87'	S47°20'01"W

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA
C1	122.98'	89.95'	78°20'09"

NOTE:

THIS EXHIBIT IS ASSOCIATED WITH THE
SITCUM WATERWAY REMEDIATION
PROJECT, COMMENCEMENT BAY
NEARSHORE/TIDEFLATS SUPERFUND SITE.

E1509

**PORT OF TACOMA
MILWAUKEE NEARSHORE
CONFINED DISPOSAL FACILITY**

APEX JOB NO: 31814

DATE: 3/31/2011

DRAWN BY: TJM

CHECKED BY: KWS

SHEET 4 OF 4

SCALE: 1"=300'



Apex

Engineering, Inc.

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