

AFTER RECORDING MAIL TO:

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1601 Fifth Avenue, Suite 2100
Seattle, WA 98101-1686



DOCUMENT TITLE: Restrictive Covenant
GRANTOR(S): Port of Bremerton
GRANTEE(S): Washington State Department of Ecology
LEGAL DESCRIPTION: Reference Attachment B
(865) State Hwy 3 SW, Port Orchard WA
a portion of Section 11, Township 23N, Range 1W)
REFERENCE NUMBER: SE 1/4 & NE 1/4 of the SW 1/4 of SEC 11
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER: A portion of Assessor's #1123-01-3-001-1000

**RESTRICTIVE COVENANT
NORSELAND MOBILE ESTATES**

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by the Port 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 Restrictive Covenant. The Remedial Action conducted at the property is described in the following documents: 1) Consent Decree, dated July 6, 2000; and 2) Cleanup Action Plan, dated May 17, 2000. These documents are on file at Ecology's Northwest Regional Office (NWRO).

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of certain hazardous substances which exceed the Model Toxics Control Act Method A Residential Cleanup Level for Soil established under WAC 173-340-740, as described in the RI/FS for Norseland Mobile Estates dated May 1997.

The undersigned, the Port of Bremerton, is the fee owner of real property (hereafter "Property") in the County of Kitsap, State of Washington, that is subject to this Restrictive Covenant. The Property boundaries are depicted in Attachment A. The Property is legally described as set forth in Attachment B. The extent of documented landfill debris at the Property is depicted on Attachment C. The extent of the permeable cap required by the Cleanup Action Plan is depicted on Attachment D.

The Port 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. The Owner shall not disrupt the integrity of the cap required by the Cleanup Action Plan in any manner that will expose waste materials or create a new exposure pathway to the environment without prior written approval from Ecology. However, maintenance or minor, temporary alterations of the cap may be permitted so long as appropriate health and safety protocols are followed and the cap is repaired in a manner consistent with the Cleanup Action Plan. In addition, excavation or other activities connected with site development are permitted so long as appropriate health and safety protocols are followed, Ecology is given prior notice of development activities, and a cap of equivalent protectiveness is provided following development.

Section 2. Unless authorized by the Cleanup Action Plan or this Restrictive Covenant, 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. Unless authorized by the Cleanup Action Plan or this Restrictive Covenant, 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. Unless authorized by the Cleanup Action Plan, the Owner will not withdraw groundwater from the Property.

Section 5. Residential uses, agricultural uses, child daycare, educational institutions, and overnight recreational uses on the Property are prohibited without prior approval by Ecology.

Section 6. Subject to Section 5 herein, following remediation, any activity listed for an industrial zone by Kitsap County Zoning Ordinance Section 370, Industrial Zone (IND), dated June 22, 1998 (See Appendix D of Cleanup Action Plan) is permitted.

Section 7. 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 8. The Owner must restrict leases to uses and activities consistent with the Restrictive Covenant and notify all lessees of the restrictions on the use of the Property.

Section 9. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Restrictive Covenant. Ecology may approve any inconsistent use only after public notice and comment.

Section 10. For the duration of the Consent Decree which requires the Remedial Action, the Owner shall allow Ecology, its employees, agents, contractors and authorized representatives an irrevocable right to enter upon the property with reasonable notice and at any reasonable time for purposes for allowing Ecology to monitor and enforce compliance with the Decree, including, but not limited to: (1) inspecting records, operation logs, and contracts related to the work being performed pursuant to the Decree; (2) reviewing the Owner's progress in carrying out the terms of the Decree; (3) conducting such tests or collecting such samples as Ecology may deem necessary; (4) using a camera, sound recording or other documentary type equipment to record work done pursuant to the Decree; and (5) verifying the data submitted to Ecology by the Owner. Consistent with Ecology's responsibility under state law, Ecology, and any persons acting for it, shall use reasonable efforts not to interfere with the operations of Owner or Owner's lessees by any such entry. In the event Ecology enters the Property for reasons other than emergency response, Ecology agrees that it shall provide reasonable notice to Owner of any planned activity, as well as schedules and locations of activities on the Property. Ecology further agrees to consider any requests to modify its scheduled entry or activities at the Property.

Notwithstanding any provision of this Restricted Covenant, Ecology retains all of its access authorities and access rights, including enforcement authorities related thereto, under applicable law.

Unofficial Copy

EVELYN HILLS

(Print Name)

My appointment expires:

4-10-01



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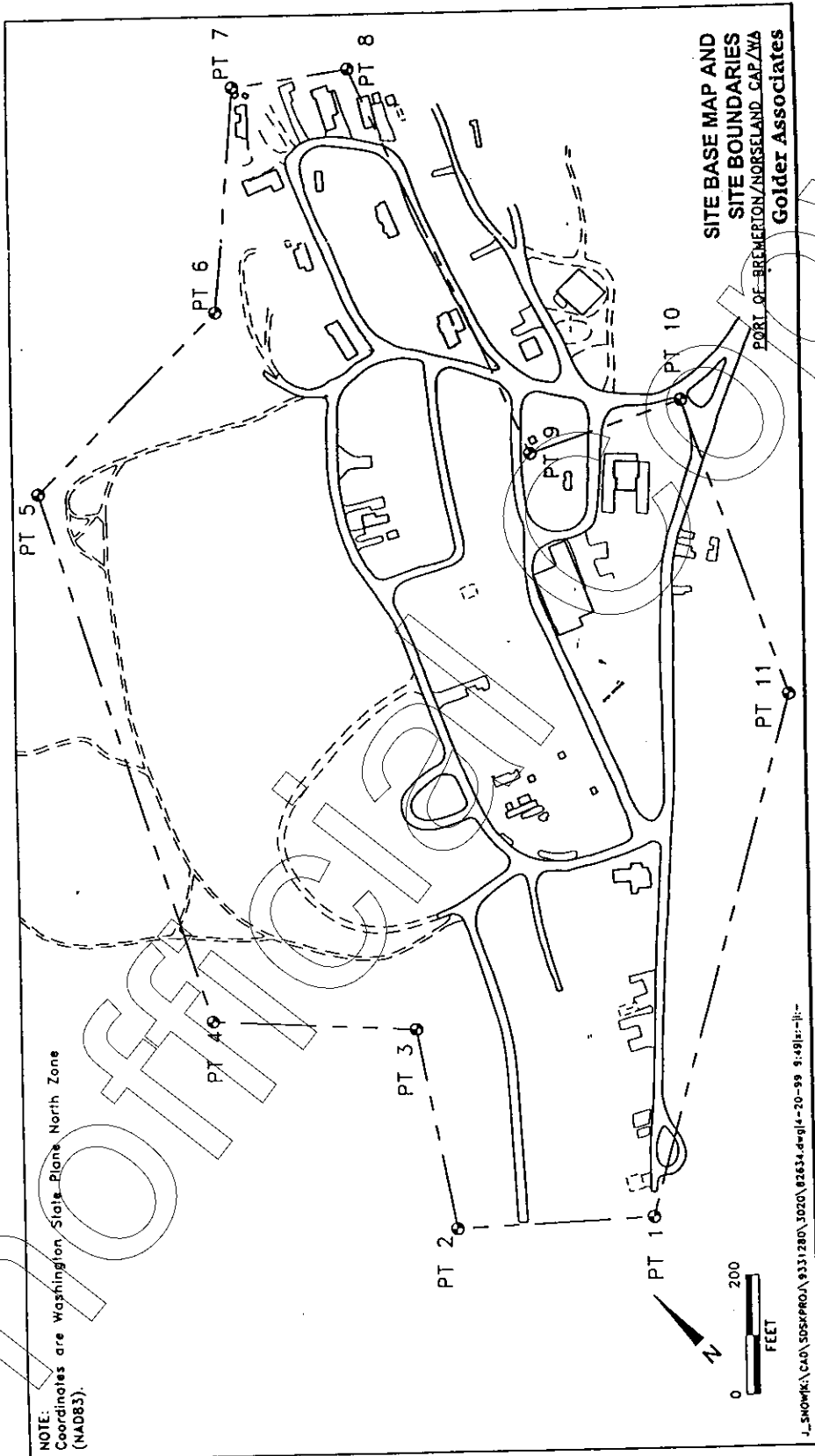
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PORT OF BREMERTON

COVEN \$18.00

Kitsap Co, WA



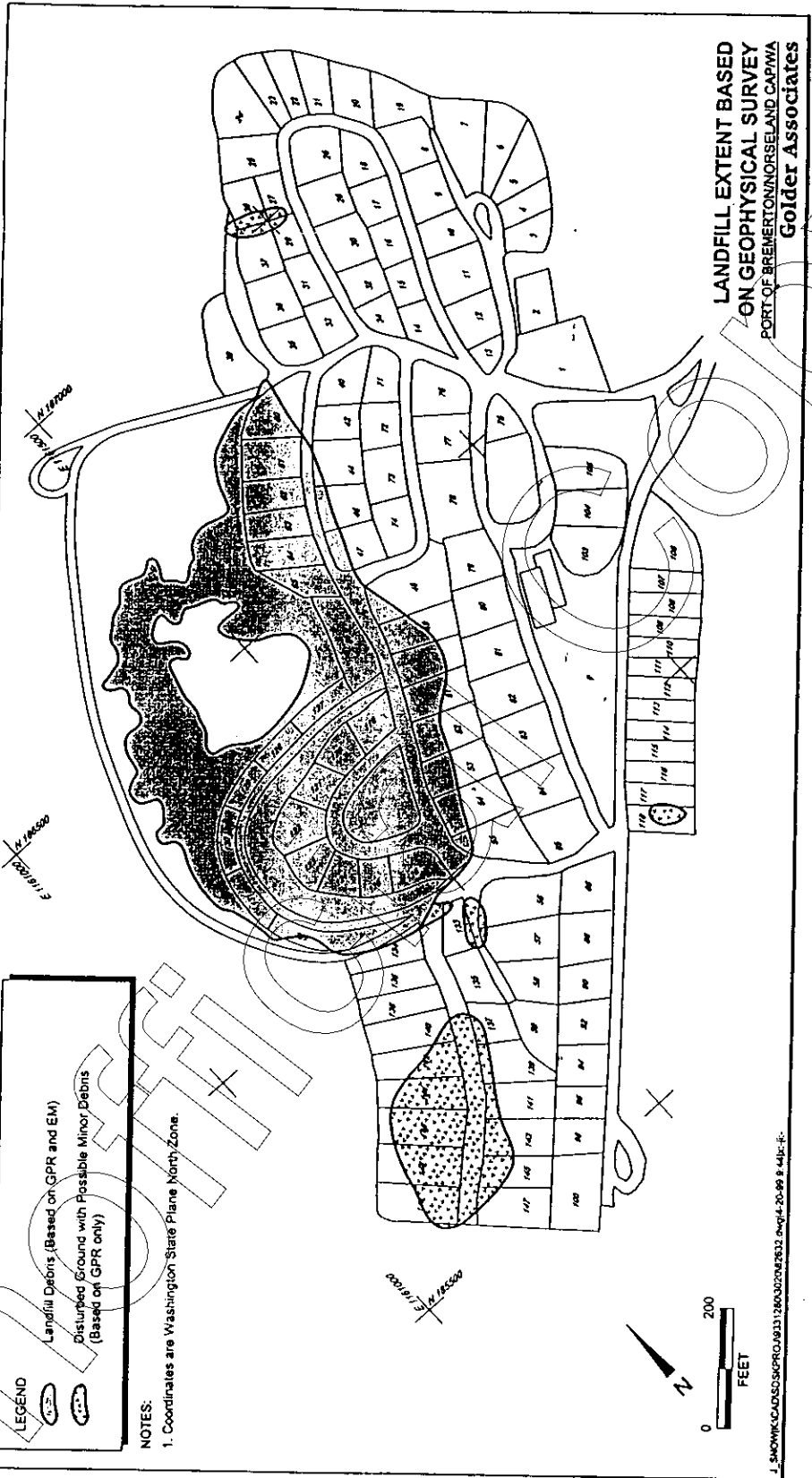
ATTACHMENT A

ATTACHMENT B

The Site is described by the following coordinates given in Washington Plane North Zone (NAD 83):

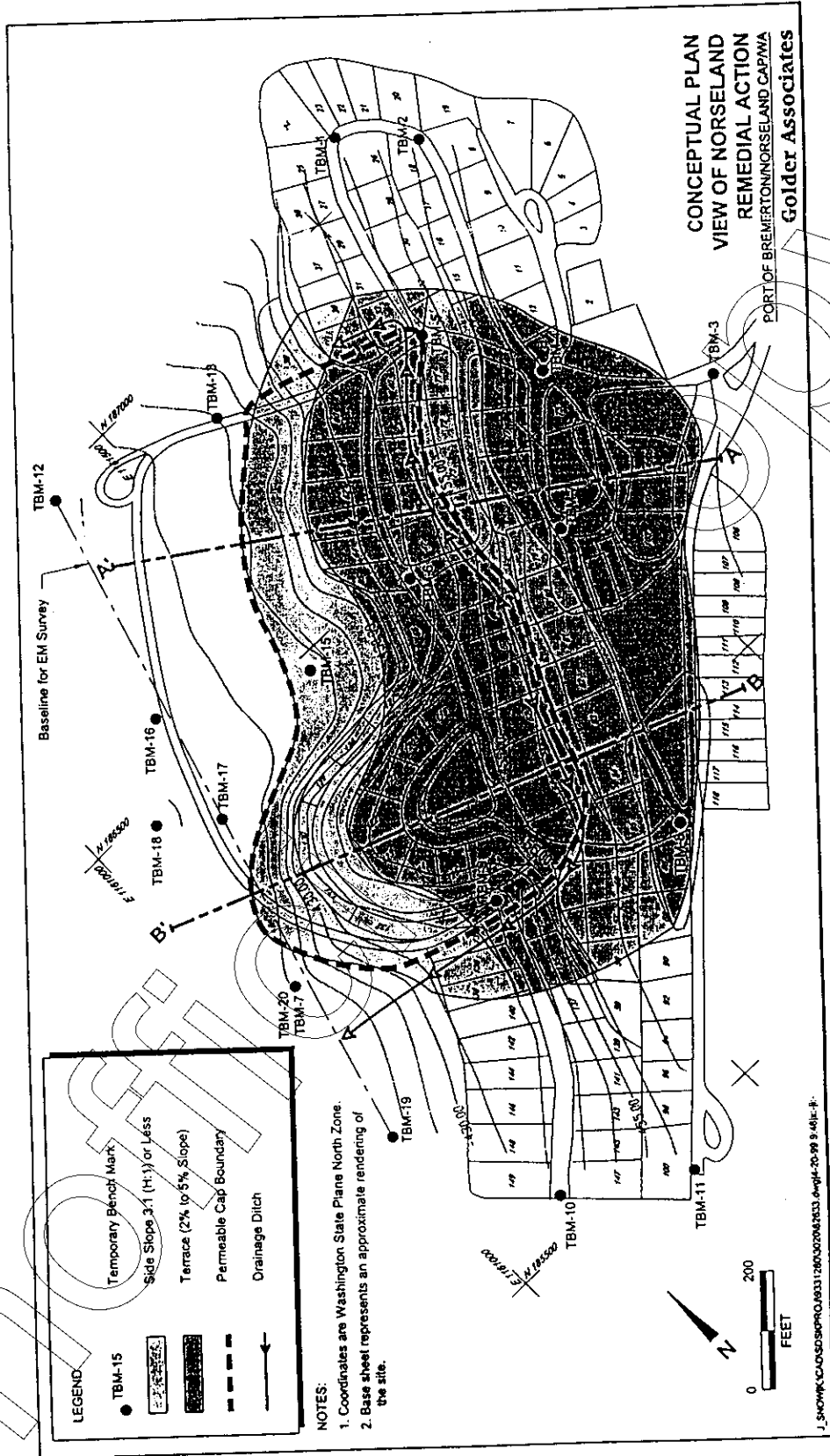
SITE CORNER	EAST (NAD 83)	NORTH (NAD 83)
PT 11	1162042.640	185911.123
PT 10	1162256.773	186386.180
PT 9	1162019.625	186497.181
PT 8	1162250.010	187165.678
PT 7	1162090.916	187277.058
PT 6	1161807.593	187025.055
PT 5	1161389.786	187016.284
PT 4	1160984.916	186184.298
PT 3	1161216.576	185940.440
PT 2	1161031.881	185654.590
PT 1	1161276.435	185442.803

Unofficial



ATTACHMENT C

UNOFFICIAL



LEGEND:

- TBM-15
- Temporary Bench Mark
- Side Slope 3:1 (H:V) or Less
- Terraace (2% to 5% Slope)
- Permeable Cap Boundary
- Drainage Ditch

NOTES:

1. Coordinates are Washington State Plane North Zone.
2. Base sheet represents an approximate rendering of the site.

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CONCEPTUAL PLAN
VIEW OF NORSE LAND
REMEDIAL ACTION
PORT OF BREMERTON NORSE LAND CAP/WA
Golder Associates

ATTACHMENT D