

**WHEN RECORDED, RETURN TO:**  
Simpson Timber Company  
Attn: Kathryn Navarro  
Vice President, General Counsel  
1305 5<sup>th</sup> Avenue, Suite 2700  
Seattle, WA 98101

**2129888 MASON CO WA**

04/29/2020 11:38 AM COV: EASMT  
MASON COUNTY TITLE CO #138390 Rec Fee: \$216.00 Pages: 10  


**AFFIDAVIT**  
No. ....  
**WA R.E. EXCISE TAX**

**APR 29 2020**

**EXEMPT**  
**LISA FRAZIER**  
Treas., Mason County

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**DECLARATION OF ENVIRONMENTAL COVENANTS AND EASEMENTS**  
**(Shelton Bay Tidelands, Mason County, Washington)**

**Grantor:** Simpson Timber Company, a Washington corporation

**Grantees:** Simpson Timber Company, a Washington corporation

**Abbreviated Legal Description:**

Lots 60-92, 109-116, PTN Lots 58, 59, 94 & 108, Goldsborough Creek  
Waterway, Shelton Tide Lands

Complete legal descriptions are at Exhibit A (page A-1) hereto.

**Assessor's Property Tax Parcel Account Numbers:**

Portion of 32020-41-00800; Portion of 32019-41-00700

**Reference to Related Documents:** None.

## DECLARATION OF ENVIRONMENTAL COVENANTS AND EASEMENTS

THIS DECLARATION OF ENVIRONMENTAL COVENANTS AND EASEMENTS (this "Declaration") is made this 21 day of April, 2020 (the "Effective Date"), by Simpson Timber Company, formerly Simpson Logging Company, a Washington corporation ("Declarant" or "Grantor") in favor of Simpson Timber Company, formerly Simpson Logging Company, a Washington corporation ("Simpson" or "Grantee").

### RECITALS

A. Declarant is the owner of the tidelands legally described on Exhibit A attached hereto (the "Property"), situate in Mason County, Washington, consisting of tidelands lots, each as more fully described on Exhibit A.

B. The Property is subject to a Real Estate Purchase and Sale Agreement dated February 24, 2020 (the "Purchase Agreement"), under which Declarant is the Seller and the Shelton Yacht Club, Incorporated ("SYC"), a Washington nonprofit corporation, is the Buyer. Under Section 6.3 of the Purchase Agreement, it is a condition precedent to the obligation of Simpson to close on the sale of the Property that Simpson execute and record a declaration of environmental covenants and easements on the Property in the real property records of Mason County, Washington, prior to Closing.

C. Effective July 1, 2017, the Washington State Department of Ecology ("Ecology") and Simpson entered into that certain Agreed Order No. DE 1409 for the Shelton Harbor Sediment Cleanup Unit (the "Agreed Order"), which required Simpson to perform or prepare a remedial investigation and feasibility study ("RI/FS") and Interim Action Plan ("IAC") for a portion of the Property and other real property, under the authority of the Model Toxics Control Act, RCW Chapter 70.105D ("MTCA"). The selected cleanup action under the IAP for the portion of the Shelton Harbor Sediment Cleanup Units that includes the Property is engineered capping of SMA-1, in the Shelton Creek delta, and SMA-2, a former marine railway area in the tidelands, with no other cleanup action required on the Property.

D. The purpose of this declaration of environmental covenants and easements is to provide Simpson, as holder of the environmental covenants and easements, with sufficient rights to perform its obligations under the Environmental Orders (as defined herein) with respect to the Property, together with access (ingress and egress) over and across the Property for such purpose.

### DECLARATION

NOW, THEREFORE, in consideration of the promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant declares that the following covenants, conditions, restrictions and easements are hereby established and impressed upon the Property in perpetuity as covenants running with the land, by which each and every person holding or obtaining any interest in the Property shall be bound:

#### 1. **Defined Terms.**

a. "Agreed Order" shall mean all agreed orders between Simpson and Ecology relating to any portion of the Property, including without limitation the Agreed Order and any additional agreed order, together with all amendments and any enforcement orders relating to such agreed orders.

b. "Cleanup Action Plan" shall mean all cleanup action plans under which Simpson and Ecology are bound relating to any portion of the Property pursuant to any Agreed Order or Consent Decree, including without limitation the Initial Action Plan, together with all amendments thereto.

c. "Consent Decree" shall mean all consent decrees under which Simpson and Ecology are bound relating to any portion of the Property, together with all amendments and any enforcement orders relating to such consent decrees.

d. "Environmental Orders" shall refer collectively to the Agreed Order, the Consent Decree, the Cleanup Action Plan, the Use Restrictions, and any other orders, decrees, restrictions or requests issued by governmental agencies with respect to Hazardous Substances and the Property.

e. "Hazardous Substances" shall mean any substance, waste, or material defined or designated as hazardous, toxic, or dangerous (or any similar term) by any federal, state or local statute, regulation, rule or ordinance now in effect, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq., and the Model Toxics Control Act, RCW Chapter 70.105D.

f. "Occupant" shall mean collectively every person or entity, including any Owner, holding or obtaining any interest from time to time in any portion of the Property, whether as to fee title, easement, leasehold or any other interest.

g. "Owner" shall mean collectively every person or entity that holds fee simple title to any portion of the Property.

h. "PR Parties" shall mean collectively Simpson, and its respective contractors, consultants, employees, agents, successors and assigns, each of who shall individually be a "PR Party."

i. "Remedial Action" shall mean any action or expenditure consistent with the purposes of MTCA to identify, eliminate or minimize any threat or potential threat posed by Hazardous Substances to human health or the environment, including without limitation any investigative and monitoring activities with respect to any release or threatened release of Hazardous Substances, including any Use Restrictions or other institutional or engineered controls on the Property.

j. "Transfer Restrictions" shall mean collectively all restrictions on transfer of any interest in the Property imposed from time to time pursuant to an Environmental Order.

k. "Use Restrictions" shall mean collectively all restrictions on the uses and activities within the Property, if any, as may be required from time to time by Ecology pursuant

to the Environmental Orders.

2. **Property Subject to Environmental Orders.** Each Occupant acquiring any interest in the Property shall acquire its interest subject to the provisions of the Environmental Orders, shall be bound by and comply with the Transfer Restrictions and the Use Restrictions, and shall cooperate as reasonably requested by Grantee or Ecology to evidence such compliance, including without limitation by each Owner executing, acknowledging and recording in the real property records of Mason County (the "Recorder") such documents evidencing the Use Restrictions on the Property as required from time to time by Ecology ("Environmental Covenant").

3. **Remediation Easement.** Declarant does hereby declare, establish, and reserve within the Property a perpetual nonexclusive easement (the "Remediation Easement") in favor of the PR Parties as reasonably necessary from time to time for ingress, egress and access over and across the Property to perform the Property Remedial Action on the Property, including without limitation to conduct on, under, over and across the Property any and all other Property Remedial Action, if any, in the event any such additional Property Remedial Action is required pursuant to the Environmental Orders. Ecology shall have the right of access to the Property as provided by the Environmental Orders, MTCA and Chapter 173-340 WAC (and any amendments thereto) regarding site remediation and monitoring, and as otherwise provided by and pursuant to law. The PR Parties shall exercise their rights under the Remediation Easement over such portions of the Property as reasonably necessary from time to time to accomplish the Property Remedial Action. In exercising their rights under the Remediation Easement, the PR Parties shall take reasonable steps to avoid first and, if not reasonably possible, to then minimize any material adverse effects on the conservation values and/or public recreation uses of the Property, including without limitation taking reasonable steps to mitigate probable significant adverse environmental impacts caused by the PR Parties in exercising their rights.

4. **Cooperation; Non-interference with Property Remedial Action.** The PR Parties have the right to conduct the Property Remedial Action within the Property. All Owners and Occupants shall cooperate with the PR Parties as the PR Parties undertake and complete the Property Remedial Action, and shall not unreasonably interfere with the Property Remedial Action.

5. **Notice.** If requested by an Owner in writing, Grantee shall provide such Owner during its period of ownership of the Property with (a) copies of the Environmental Orders affecting the Property; and (b) reasonable prior notice of any planned entry onto the Property by the PR Parties pursuant to this Declaration, except that no notice shall be required for the following: (i) an emergency requiring immediate response; or (ii) monitoring, testing or other operations in public rights of way. Grantee shall also provide periodic updates to any such Owner as to any material actions, progress and information relating to the Property Remedial Action.

6. **Restoration.** Each Grantee, at its sole cost and expense, shall restore (or compensate the owner of) any portion of the Property materially damaged by such Grantee in the exercise of such Grantee's Easement rights under this Declaration, to its condition prior to the damage, and such restoration shall be completed as soon as reasonably possible after the damage. "Material damage" means damage that would be customary and reasonable for an owner of

commercial property to repair or compensate for, including without limitation damaging improvements, causing a material threat to human health and safety, violating applicable laws, orders, ordinances, or regulations and thereby causing material injury to the owner of the damaged real property, or causing material environmental damage to estuarine areas. "Material damage" does not include alterations to the Property that are required in order to comply with any Environmental Orders. Restoration standards shall be customary and reasonable under the circumstances.

7. **Compliance with Laws.** Grantee shall comply with all applicable laws, orders, ordinances, and regulations and obtain all required governmental approvals and permits in the exercise of Grantee's easement rights under this Declaration.

8. **Abandonment/Termination of Remediation Easement.** Grantee may abandon the Remediation Easement as provided at common law, provided, however, that the mere nonuse of any portion of the Property for any period of time shall not constitute abandonment. Upon completion of all Property Remedial Action to the satisfaction of Ecology, Grantee shall execute and record a termination of the Remediation Easement in the Records.

9. **Indemnification.** Each Grantee shall reimburse, save, protect, defend, indemnify, and hold harmless the Owner of the Property and its agents, contractors, directors, employees, invitees, licensees, and officers, from, for and against all third party claims, liabilities, fines, penalties, charges, fees, damages and losses, including (without limitation) claims for attorneys' fees and costs, arising from or relating to the breach by such Grantee of any obligation arising under this Declaration; provided, however, that each Owner and Occupant releases the PR Parties from all liability associated with or arising from the Property Remedial Action to the extent it is properly conducted by the PR Parties in accordance with the Environmental Orders.

10. **Insurance.** During such time as any of the PR Parties exercise their easement rights under this Declaration, such party shall maintain comprehensive general liability insurance, including automobile liability insurance, in commercially reasonable amounts, issued by insurance companies licensed by the State of Washington.

11. **Amendments.** This Declaration may be amended at any time and from time to time by the making of a written amendment executed and acknowledged by Grantee and the Owner(s) of fee simple title to each portion of the Property that is directly affected by the amendment. Each amendment, after its execution and acknowledgment, shall be recorded in the Records.

12. **Default; Specific Performance.** In the event of a default by any person in the performance of any obligation set forth in this Declaration, it is and shall be agreed and understood that money damages are and will be an inadequate remedy and that Grantee and each other aggrieved party is and shall be entitled to an order of specific performance of the obligation.

13. **Attorneys' Fees and Costs.** In any litigation or other legal proceeding to enforce or interpret any provision in this Declaration, the substantially prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs, including fees and costs incurred on

appeal and in any bankruptcy proceeding.

14. **Severability.** Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

15. **Successors and Assigns.** The terms and conditions of this Declaration shall be binding upon and shall inure to the benefit of Simpson, as Grantee, and its successors and assigns. The benefits and burdens of this Declaration are appurtenant and attached to the land, as covenants running with the land. Each and all of the covenants and other obligations of this Declaration shall be binding upon any person holding any interest in the Property, their heirs, executors, administrators, successors, and assigns.

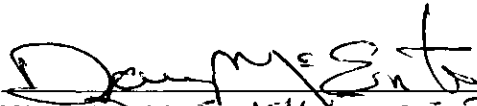
16. **Closing of Purchase Agreement.** Under Section 2.1(h) of the Purchase Agreement, the closing of the purchase and sale of the Property shall occur not later than April 30, 2020, "which shall be the termination date of this Agreement, unless extended by the mutual written agreement of the Parties." The Purchase Agreement shall not encumber the Property after April 30, 2020, unless a memorandum or other notice of the extension of the closing date under the Purchase Agreement is recorded in the Records. If the Purchase Agreement does close, Simpson's liability arising out of or related to environmental conditions within the Property shall be governed by the Purchase Agreement.

17. **General.** This Declaration shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, an authorized official of Declarant hereby executes this Declaration as of the Effective Date.

**DECLARANT:**

SIMPSON TIMBER COMPANY,  
a Washington corporation

By:   
Name: DAVE MCENTEE  
Title: VICE PRESIDENT

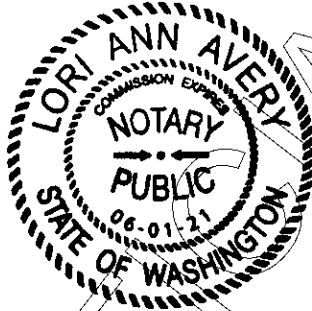
EXHIBITS:

A - Legal Description of the Property

STATE OF WASHINGTON )  
                                  ) ss.  
COUNTY OF MASON   )

On this 21<sup>st</sup> day of April, 2020, before me, a Notary Public in and for the State of Washington, personally appeared Dave Moten, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who signed this instrument; on oath stated that he was authorized to execute this instrument as the Vice President of Simpson Timber Company, the Washington corporation that executed this instrument, and acknowledged this instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my official seal the day and year first above written.



Lori Ann Avery  
Print Name: LORI ANN AVERY  
NOTARY PUBLIC in and for the State of  
Washington, residing at Tacoma  
My appointment expires 06/01/2021

**EXHIBIT A**

**Legal Description of the Property**

PARCEL 1:

LOTS 60 TO 93, BOTH INCLUSIVE, AND LOTS 109 TO 116, BOTH INCLUSIVE, PLAT OF SHELTON TIDE LANDS, AS SHOWN ON THE OFFICIAL MAPS OF SAID TIDELANDS ON FILE IN THE OFFICE OF THE DEPARTMENT OF NATURAL RESOURCES (FORMERLY COMMISSIONER OF PUBLIC LANDS) AT OLYMPIA, WASHINGTON.

PARCEL 2:

E) THAT PORTION OF LOTS 58 AND 59 OF THE PLAT OF SHELTON TIDE LANDS, AS SHOWN ON THE OFFICIAL MAPS OF SAID TIDELANDS ON FILE IN THE OFFICE OF THE DEPARTMENT OF NATURAL RESOURCES AT OLYMPIA, WASHINGTON, LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT SOUTH 56°23'49" WEST, ALONG THE BALANCED GOVERNMENT MEANDER LINE OF SAID SECTION 20, AS DEPICTED ON THAT SURVEY RECORDED UNDER MASON COUNTY AUDITOR'S FILE NUMBER 630570, RECORDS OF MASON COUNTY, WASHINGTON. A DISTANCE OF 11.41 FEET FROM THE SOUTHWEST CORNER OF LOT 56 OF THE PLAT OF SHELTON TIDE LANDS, AS SHOWN ON THE OFFICIAL MAPS OF SAID TIDELANDS ON FILE IN THE OFFICE OF THE DEPARTMENT OF NATURAL RESOURCES AT OLYMPIA, WASHINGTON;

THENCE SOUTH 76°52'21" EAST, A DISTANCE OF 24.68 FEET;  
THENCE SOUTH 70°58'56" EAST, A DISTANCE OF 75.27 FEET;  
THENCE SOUTH 11°21'54" WEST, A DISTANCE OF 80.30 FEET;  
THENCE SOUTH 18°50'06" EAST, A DISTANCE OF 85.77 FEET;  
THENCE SOUTH 11°18'38" WEST, A DISTANCE OF 156.73 FEET;  
THENCE SOUTH 03°58'01" WEST, A DISTANCE OF 87.43 FEET;  
THENCE SOUTH 11°53'10" WEST, A DISTANCE OF 451.75 FEET;  
THENCE SOUTH 19°05'46" EAST, A DISTANCE OF 23.58 FEET;  
THENCE SOUTH 10°49'04" WEST, A DISTANCE OF 145.46 FEET TO THE NORTH LINE OF VACATED GOLDSBOROUGH CREEK WATERWAY PER SAID PLAT OF SHELTON TIDE LANDS AND THE TERMINUS OF SAID LINE.

SAID TIDELANDS BEING ALSO KNOWN AND DESCRIBED AS THE RESULTANT PARCELS OF BOUNDARY LINE ADJUSTMENT NO. 02-16, RECORDED JUNE 10, 2016, AUDITOR'S FILE NOS. 2057467 AND 2057468.

F) THAT PORTION OF LOTS 94 OF THE PLAT OF SHELTON TIDE LANDS, AS SHOWN ON THE OFFICIAL MAPS OF SAID TIDELANDS ON FILE IN THE OFFICE OF THE DEPARTMENT OF NATURAL RESOURCES AT OLYMPIA, WASHINGTON, LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT SOUTH 56°23'49" WEST, ALONG THE BALANCED GOVERNMENT MEANDER LINE OF SAID SECTION 20, AS DEPICTED ON THAT SURVEY RECORDED



UNDER MASON COUNTY AUDITOR'S FILE NUMBER 630570, RECORDS OF MASON COUNTY, WASHINGTON, A DISTANCE OF 11.41 FEET FROM THE SOUTHWEST CORNER OF LOT 56 OF THE PLAT OF SHELTON TIDE LANDS, AS SHOWN ON THE OFFICIAL MAPS OF SAID TIDELANDS ON FILE IN THE OFFICE OF THE DEPARTMENT OF NATURAL RESOURCES AT OLYMPIA, WASHINGTON;

THENCE SOUTH 76°52'21" EAST, A DISTANCE OF 24.68 FEET;  
THENCE SOUTH 70°58'56" EAST, A DISTANCE OF 75.27 FEET;  
THENCE SOUTH 11°21'54" WEST, A DISTANCE OF 60.30 FEET;  
THENCE SOUTH 18°50'06" EAST, A DISTANCE OF 85.77 FEET;  
THENCE SOUTH 11°18'38" WEST, A DISTANCE OF 156.73 FEET;  
THENCE SOUTH 03°58'01" WEST, A DISTANCE OF 87.43 FEET;  
THENCE SOUTH 11°53'10" WEST, A DISTANCE OF 451.75 FEET;  
THENCE SOUTH 19°05'46" EAST, A DISTANCE OF 23.58 FEET;  
THENCE SOUTH 10°49'04" WEST, A DISTANCE OF 145.46 FEET TO THE NORTH LINE OF VACATED GOLDSBOROUGH CREEK WATERWAY PER SAID PLAT OF SHELTON TIDE LANDS AND THE TERMINUS OF SAID LINE.

SAID TIDELANDS BEING ALSO KNOWN AND DESCRIBED AS THE RESULTANT PARCEL F OF BOUNDARY LINE ADJUSTMENT NO. 02-16, RECORDED JUNE 10, 2016, AUDITOR'S FILE NOS. 2057467 AND 2057468.

G) THAT PORTION OF LOT 108 OF THE PLAT OF SHELTON TIDE LANDS, AS SHOWN ON THE OFFICIAL MAPS OF SAID TIDELANDS ON FILE IN THE OFFICE OF THE DEPARTMENT OF NATURAL RESOURCES AT OLYMPIA, WASHINGTON, LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT SOUTH 56°23'49" WEST, ALONG THE BALANCED GOVERNMENT MEANDER LINE OF SAID SECTION 20, AS DEPICTED ON THAT SURVEY RECORDED UNDER MASON COUNTY AUDITOR'S FILE NUMBER 630570, RECORDS OF MASON COUNTY, WASHINGTON, A DISTANCE OF 11.41 FEET FROM THE SOUTHWEST CORNER OF LOT 56 OF THE PLAT OF SHELTON TIDE LANDS, AS SHOWN ON THE OFFICIAL MAPS OF SAID TIDELANDS ON FILE IN THE OFFICE OF THE DEPARTMENT OF NATURAL RESOURCES AT OLYMPIA, WASHINGTON;

THENCE SOUTH 76°52'21" EAST, A DISTANCE OF 24.68 FEET;  
THENCE SOUTH 70°58'56" EAST, A DISTANCE OF 75.27 FEET;  
THENCE SOUTH 11°21'54" WEST, A DISTANCE OF 60.30 FEET;  
THENCE SOUTH 18°50'06" EAST, A DISTANCE OF 85.77 FEET;  
THENCE SOUTH 11°18'38" WEST, A DISTANCE OF 156.73 FEET;  
THENCE SOUTH 03°58'01" WEST, A DISTANCE OF 87.43 FEET;  
THENCE SOUTH 11°53'10" WEST, A DISTANCE OF 451.75 FEET;  
THENCE SOUTH 19°05'46" EAST, A DISTANCE OF 23.58 FEET;  
THENCE SOUTH 10°49'04" WEST, A DISTANCE OF 145.46 FEET TO THE NORTH LINE OF VACATED GOLDSBOROUGH CREEK WATERWAY PER SAID PLAT OF SHELTON TIDE LANDS AND THE TERMINUS OF SAID LINE.

SAID TIDELANDS BEING ALSO KNOWN AND DESCRIBED AS THE RESULTANT PARCEL G OF BOUNDARY LINE ADJUSTMENT NO. 02-16, RECORDED JUNE 10, 2016, AUDITOR'S FILE NOS. 2057467 AND 2057468.

I) THAT PORTION OF VACATED GOLDSBOROUGH CREEK WATERWAY OF THE PLAT OF SHELTON TIDE LANDS, AS SHOWN ON THE OFFICIAL MAPS OF SAID TIDELANDS ON FILE IN THE OFFICE OF THE DEPARTMENT OF NATURAL RESOURCES AT OLYMPIA, WASHINGTON. LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT SOUTH 56°23'49" WEST, ALONG THE BALANCED GOVERNMENT MEANDER LINE OF SAID SECTION 20, AS DEPICTED ON THAT SURVEY RECORDED UNDER MASON COUNTY AUDITOR'S FILE NUMBER 630570, RECORDS OF MASON COUNTY, WASHINGTON, A DISTANCE OF 11.41 FEET FROM THE SOUTHWEST CORNER OF LOT 56 OF THE PLAT OF SHELTON TIDE LANDS, AS SHOWN ON THE OFFICIAL MAPS OF SAID TIDELANDS ON FILE IN THE OFFICE OF THE DEPARTMENT OF NATURAL RESOURCES AT OLYMPIA, WASHINGTON;

THENCE SOUTH 76°52'21" EAST, A DISTANCE OF 24.68 FEET;  
THENCE SOUTH 70°58'56" EAST, A DISTANCE OF 75.27 FEET;  
THENCE SOUTH 11°21'54" WEST, A DISTANCE OF 60.30 FEET;  
THENCE SOUTH 18°50'06" EAST, A DISTANCE OF 85.77 FEET;  
THENCE SOUTH 11°18'38" WEST, A DISTANCE OF 156.73 FEET;  
THENCE SOUTH 03°58'01" WEST, A DISTANCE OF 87.43 FEET;  
THENCE SOUTH 11°53'10" WEST, A DISTANCE OF 451.75 FEET;  
THENCE SOUTH 19°05'46" EAST, A DISTANCE OF 23.58 FEET;  
THENCE SOUTH 10°49'04" WEST, A DISTANCE OF 208.18 FEET;  
THENCE SOUTH 03°02'02" EAST, A DISTANCE OF 143.19 FEET;  
THENCE SOUTH 09°20'08" WEST, A DISTANCE OF 110.45 FEET;  
THENCE SOUTH 89°39'36" EAST, A DISTANCE OF 167.68 FEET;  
THENCE NORTH 89°18'45" EAST, A DISTANCE OF 142.26 FEET;  
THENCE NORTH 87°40'30" EAST, A DISTANCE OF 73.00 FEET;  
THENCE NORTH 88°54'20" EAST, A DISTANCE OF 75.02 FEET;  
THENCE NORTH 89°52'45" EAST, A DISTANCE OF 54.38 FEET;  
THENCE SOUTH 88°00'27" EAST, A DISTANCE OF 115.19 FEET;  
THENCE SOUTH 84°14'38" EAST, A DISTANCE OF 117.01 FEET;  
THENCE SOUTH 80°51'24" EAST, A DISTANCE OF 38.50 FEET;  
THENCE SOUTH 74°26'54" EAST, A DISTANCE OF 49.64 FEET;  
THENCE SOUTH 81°21'03" EAST, A DISTANCE OF 57.29 FEET;  
THENCE SOUTH 83°25'28" EAST, A DISTANCE OF 32.06 FEET;  
THENCE SOUTH 26°01'08" EAST, A DISTANCE OF 20.47 FEET;  
THENCE NORTH 58°36'24" EAST, A DISTANCE OF 376.71 FEET;  
THENCE SOUTH 00°30'32" WEST, A DISTANCE OF 5.69 FEET TO THE SOUTH LINE OF VACATED GOLDSBOROUGH CREEK WATERWAY PER SAID PLAT OF SHELTON TIDE LANDS AND THE TERMINUS OF SAID LINE.

SAID TIDELANDS BEING ALSO KNOWN AND DESCRIBED AS THE RESULTANT PARCEL I OF BOUNDARY LINE ADJUSTMENT NO. 02-16, RECORDED JUNE 10, 2016, AUDITOR'S FILE NOS. 2057467 AND 2057468.