



After Recording Return to:
Joyce Mercuri
Toxics Cleanup Program
Department of Ecology
Southwest Region
P. O. Box 47775
Olympia, WA 98504-7775

Amended and Restated Environmental Covenant

Grantor: Shelton Yacht Club, Incorporated

Grantee: State of Washington, Department of Ecology (hereafter "Ecology")

Brief Legal Description:

PTN Gov Lot 1 20-20-3; Lots 33-56, 60-93, 109-116, PTN Lots 58, 59, 94 & 108,
Goldsborough Creek Waterway, Shelton Tide Lands

Full Legal Description: See Pages 9-12

Tax Parcel Nos.: Portion of 32020-41-00800; 32020-41-70036; 32020-41-70034;
Portion of 32020-12-00020; 32020-57-70033

Cross Reference: Auditor's File No. 2129869

This Amended and Restated Environmental Covenant amends and restates, and replaces, in its entirety that certain Environmental Covenant between Simpson Timber Company ("Original Grantor") and the State of Washington, Department of Ecology ("Grantee") recorded April 29, 2020 as Auditor's File No. 2129889 ("Original Environmental Covenant"), (1) to correct the tax parcel numbers in the Original Environmental Covenant, (2) to include Exhibits B and C hereto that were referenced but not included in the Original Environmental Covenant, and (3) to extend the Original Environmental Covenant to cover other property owned by Shelton Yacht Club ("Grantor") not included in the Original Environmental Covenant, as described in Exhibit A and illustrated in Exhibit B hereto.

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 of a sediment cleanup unit commonly known as the Shelton Harbor Sediment Cleanup Unit, which Ecology established within the Oakland Bay and Shelton Harbor Sediments Site in Agreed Order No. DE 14091 (Ecology Facility Site ID 18051). 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 conducted under MTCA. This Covenant is required because residual contamination remains in sediments on portions of the Property after

completion of interim remedial actions (hereafter the "Restricted Area"). The Original Grantor (Simpson Timber Company) has constructed a cap over the residual sediment contamination in each of four cap areas (Cap Area A, Cap Area B, Cap Area C and Cap Area D) that together comprise the Restricted Area. These cap areas that comprise the Restricted Area are illustrated in Exhibit C, which is attached. Specifically, the following principal contaminants remain in the Restricted Area:

Medium	Principal Contaminants Present
Sediment	Dioxin/furan

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 from Ecology's Southwest Regional Office.

e. This Covenant grants Ecology certain rights under UECA and as specified in this Covenant. As a Holder of this Covenant under UECA, Ecology has an interest in real property. However, this is not an ownership interest that creates liability under MTCA or the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.* The rights of Ecology as an "agency" under UECA, other than its right as a Holder, are not an interest in real property.

COVENANT

Shelton Yacht Club, Incorporated, a Washington non-profit corporation, as Grantor and fee title owner of the Property, hereby grants to the Washington State Department of Ecology, and its successors and assignees, the following covenants. Furthermore, it is the intent of the Grantor that such covenants shall supersede any prior interests the Grantor has in the property and run with the land and be binding on all current and future owners of any portion of, or interest in, the Property (hereafter "Owner").

Section 1. General Restrictions and Requirements.

The following general restrictions and requirements shall apply to the Property:

a. **Interference with Remedial Action.** The Owner shall not engage in any activity on the Property that may adversely affect 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 Owner 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 in the Restricted Area.

c. **Continued Compliance Required.** The Owner 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.** The Owner 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. **Additional Restrictions.** If Ecology determines in an Interim Action Plan or amendment thereto, or a Cleanup Action Plan or amendment thereto, that additional restrictions are required on the Property, the Owner shall prepare an amendment to this Covenant incorporating such additional restrictions and deliver it to Ecology. Upon execution of such amendment by Ecology, the Owner shall promptly execute such amendment and record the amended Covenant with the Mason County Auditor.

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 minimize potential disturbance of contaminated sediments that have been capped within the Restricted Area:

- a. Any activity within the Restricted Area that will compromise the integrity of the sediment caps, including drilling; digging; piercing the cap with a sampling device, post, stake, or similar device; excavation; installation of buried utilities; removal of a cap; or application of loads in excess of the cap load bearing capacity, is prohibited without prior written approval from Ecology. The Owner or Owner's designee shall report to Ecology within forty-eight (48) hours of the discovery of any damage to any of the caps. Unless an alternative plan has been approved by Ecology in writing, the Owner or Owner's designee shall promptly repair the damage and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.
- b. No dredging shall be allowed within the Restricted Area without prior written approval from Ecology.
- c. The Owner shall not anchor vessels, mooring buoys or additional channel markers or conduct similar activities that could disturb the surface of the sediment caps within the Restricted Area, or authorize other parties to do so, without prior written approval from Ecology.
- d. The Owner shall not conduct, nor allow any other person to conduct, any activity on the Property that releases hazardous substances that may come to be located within the Restricted Area.

Section 3. Access.

- a. The Owner shall maintain clear access to all remedial action components necessary to construct, operate, inspect, monitor, and maintain the remedial action.
- b. The Owner 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 and 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 Owner, when conveying any interest in the Restricted Area, including but not limited to title, easement, leases, and security or other interests, must:

- i. Provide written notice to Ecology of the intended conveyance 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 MASON 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.** If the Owner becomes aware of any violation of this Covenant, the Owner shall promptly report such violation in writing to Ecology.

c. **Emergencies.** For any emergency or significant change in site conditions due to Acts of Nature (for example, earthquake, flood or fire) resulting in a violation of this Covenant, the Owner is authorized to respond to such an event in accordance with state and federal law. The Owner must notify Ecology in writing 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. **Notification procedure.** Any required written notice, approval, reporting or other 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. Upon mutual agreement of the parties to this Covenant, an alternative to personal delivery or first class mail, such as e-mail or other electronic means, may be used for these communications.

Don L. Entus Chairman of the Board Shelton Yacht Club, Incorporated PO Box 3358, 701 E. Pine Street Shelton, WA 98584	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600
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(360) 580-1689 Don_entus@sheltonyachtclub.com	Olympia, WA 98504 – 7600 (360) 407-6000 ToxicsCleanupProgramHQ@ecy.wa.gov
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Section 5. Modification or Termination.

a. The Owner must provide written notice 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. For any proposal that is inconsistent with this Covenant and that permanently modifies an activity or use restriction on the Property:

i. Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal; and

ii. If Ecology approves of the proposal, the Covenant must be amended to reflect the change before the activity or use can proceed.

b. If the conditions on the Property requiring a Covenant have changed or no longer exist, then the Owner 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 MTCA and UECA and any rules promulgated under these chapters.

c. By signing this agreement, per RCW 64.70.100, the original signatories to this agreement, other than Ecology, agree to waive all rights to sign amendments to and termination of this Covenant.¹

Section 6. Enforcement and Construction.

a. This Covenant is being freely and voluntarily granted by the Grantor.

b. Within thirty (30) days, Grantor shall provide Ecology with an original signed Covenant and proof of recording and a copy of the Covenant and proof of recording to others required by RCW 64.70.070.

c. Ecology and Simpson Timber Company, as Original Grantor, 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 MTCA and UECA. Ecology and Simpson Timber Company shall have discretion regarding enforcement of the terms of this Covenant, and any forbearance, delay or omission to exercise their rights under this Covenant in the event of a breach of any term of this Covenant is not a waiver of that term or of any subsequent breach of that term, or any other term in this Covenant, or of any rights of Ecology or Simpson Timber Company under this Covenant.

¹ As time passes, the original grantor and other signers of the Covenant may no longer exist as viable entities. This provision is intended to allow future amendments or termination of the Covenant without Ecology having to seek court authorization, as provided by RCW 64.70.100.

d. The Owner shall be responsible for all costs associated with implementation of this Covenant. Furthermore, the Owner, 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 MTCA and UECA.

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.

h. This Amended and Restated Environmental Covenant amends and restates, and replaces, in its entirety that certain Environmental Covenant between Simpson Timber Company, as Original Grantor, and the State of Washington, Department of Ecology, Grantee, recorded April 29, 2020 as Auditor's File No. 2129889 ("Original Environmental Covenant").

The undersigned warrants that Shelton Yacht Club, Incorporated holds the title to the Property and that he/she has authority to execute this Amended and Restated Environmental Covenant.

EXECUTED this 20 day of JAN., 2021.

SHELTON YACHT CLUB, INCORPORATED,
a Washington non-profit corporation


Signature

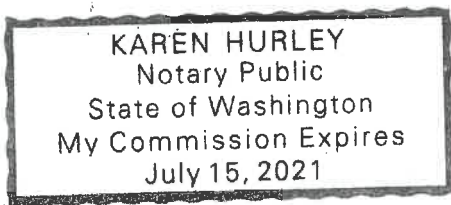
by: Don L. Ehtas
Printed name

Title: CHAIRMAN OF BOARD

STATE OF WASHINGTON
COUNTY OF Mason

On this 27 day of January, 2021, I certify that Don Entus
personally appeared before me, acknowledged that **he/she** is the Chairman
of the corporation 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 said corporation.

Karen Hurley
Notary Public in and for the State of Washington
Residing at Shelton
My appointment expires 7.15.2021



The Department of Ecology hereby accepts the status as GRANTEE and HOLDER of the above Amended and Restated Environmental Covenant.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Marian L. Abbett
Signature

by: Marvan L. Abbett for Rebecca Lawson
Printed Name

Title: Acting Section Manager

Dated: 2/8/2021

STATE OF WASHINGTON
COUNTY OF Thurston

On this 8th day of February, 2021, I certify that Marian L. Abbett personally appeared before me, acknowledged that he/she is the Acting Section Manager of the state agency that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument for said state agency.



Treasure A Mitchell
Notary Public in and for the State of Washington
Residing at McCleary, WA
My appointment expires 8-2/2023

Exhibit A

LEGAL DESCRIPTION OF PROPERTY

ORIGINAL ENVIRONMENTAL COVENANT

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 PARCEL E 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.

ADDITIONAL PROPERTY NOT INCLUDED IN ORIGINAL ENVIRONMENTAL COVENANT

PARCEL A:

Any and all tidelands included within the following parcel:

All that portion of Government Lot one (1), Section twenty (20), Township twenty (20) North, Range three (3) West, W.M., particularly described as follows:

BEGINNING at a point South 10° West, 60 feet from the Southeast corner of Lot two (2), Block two (2), of the original plat of the Town of Sheltonville; thence North 80° West, along the South line of Railroad Avenue, as shown on said plat, 144.5 feet; thence South 10° West to the meander line of Hammersley Inlet; thence Easterly, along said meander line, to its intersection with the South line of said Railroad Avenue; thence North 80° West, along said South line, to the POINT OF BEGINNING;

TOGETHER WITH all that portion of a tract of land, particularly described as follows:

COMMENCING at a point South 10° West, 60 feet from the Southeast corner of Lot two (2), Block two (2), of the original plat of the Town of Sheltonville; thence North 80° West, along the South line of Railroad Avenue, as shown on said plat, 144.5 feet, to the POINT OF BEGINNING of the tract of land hereby described; thence South 10° West to the meander line of Hammersley Inlet; thence Northwesterly, along said meander line, to its intersection with the South line of said Railroad Avenue; thence South 80° East, along said South line, to the POINT OF BEGINNING,

IF ANY, which lies within the land conveyed to Satsop Railroad Company in deeds recorded in Volume H, page 231, and in Volume J, page 40, records of Mason County, Washington, excepting therefrom any portion thereof which lies within the land conveyed in deed recorded in Volume J, page 41, records of Mason County, Washington;

EXCEPTING from all of the foregoing, all that portion thereof, if any, which lies Northerly of the Southerly right-of-way line of Pine Street, as set forth on the Amended and Corrected Plat of Shelton, Volume 2 of Plats, page 19, records of Mason County, Washington.

Portion of Parcel No. 32020 12 00020

PARCEL B:

Lots thirtythree (33) to fiftysix (56), both inclusive, Plat of Shelton Tidelands, as shown on the official map of said tidelands on file in the office of the Department of Natural Resources (formerly the Commissioner of Public Lands) at Olympia, Washington.

Parcel No. 32020 57 70033

Exhibit B
PROPERTY MAP
{ATTACHED}



SMA 1

SMA 2

EXHIBIT B
Shelton Yacht
Club Tideland
Sale

Exhibit C

MAP ILLUSTRATING LOCATION OF RESTRICTIONS

{ATTACHED}

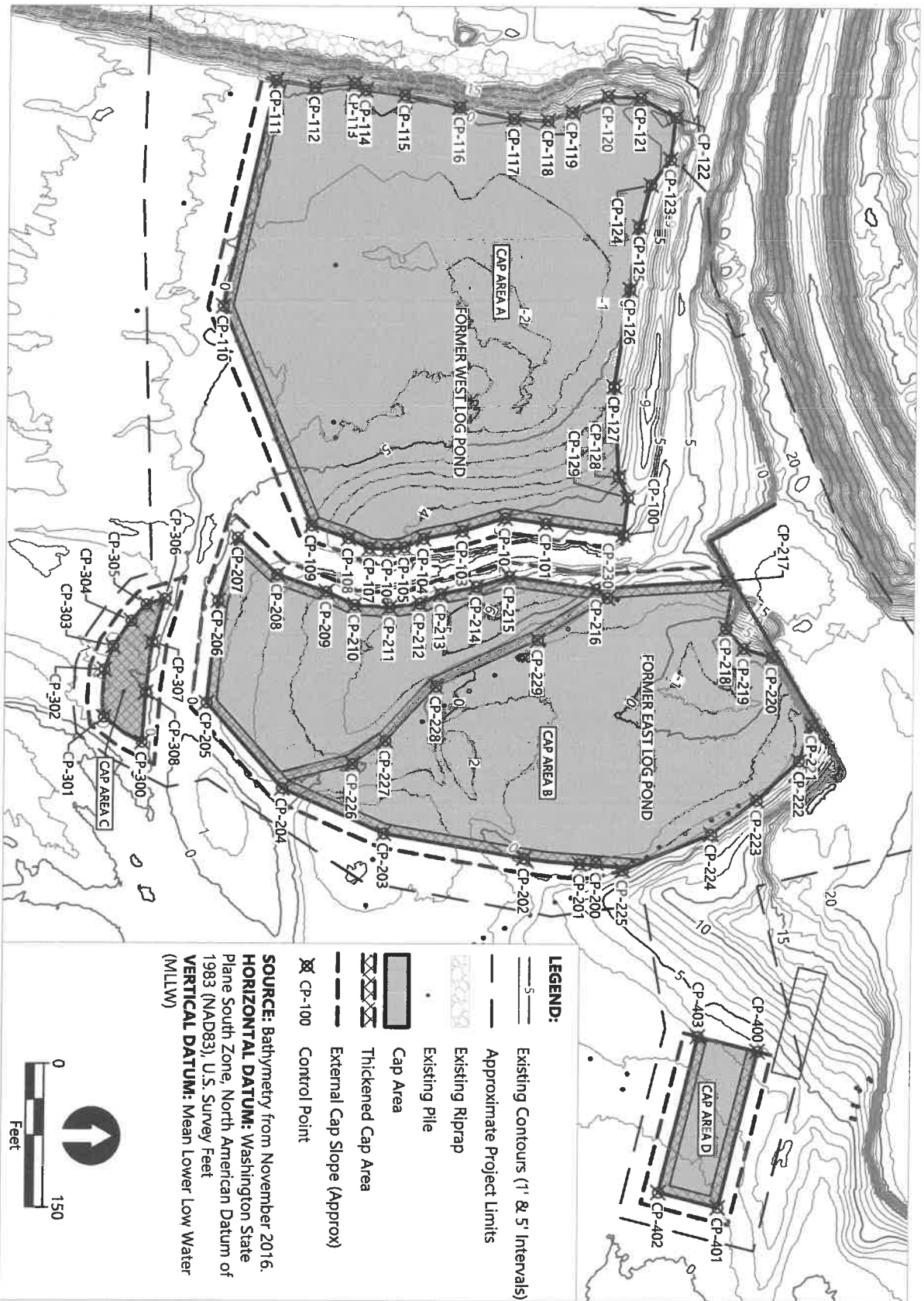


Exhibit C-1: Shelton Harbor Sediment Cleanup Unit Restricted Areas

CONTROL POINTS			
POINT #	NORTHING	EASTING	
100	696086.4	996815.8	
101	696005.7	996804.3	
102	695983.2	996798.6	
103	695919.1	996812.3	
104	695878.6	996820.3	
105	695858.4	996829.4	
106	695841.2	996831.6	
107	695821.7	996830.4	
108	695799.7	996820.1	
109	695761.2	996806.7	
110	695668.1	996578.5	
111	695721.2	996343.3	
112	695761.4	996350.1	
113	695802.6	996346.2	
114	695814.1	996353.2	
115	695855.6	996358.6	
116	695912.7	996370.8	
117	695989.5	996382.7	
118	696005.0	996384.5	
119	696030.1	996375.8	

CONTROL POINTS			
POINT #	NORTHING	EASTING	
120	696067.7	996359.1	
121	696101.6	996360.7	
122	696138.2	996380.9	
123	696133.0	996424.5	
124	696113.0	996451.2	
125	696100.9	996494.5	
126	696091.8	996559.8	
127	696076.0	996661.2	
128	696081.4	996755.3	
129	696091.0	996777.0	
200	696061.2	997157.5	
201	696043.7	997159.0	
202	695985.8	997153.1	
203	695839.2	997127.6	
204	695733.0	997080.7	
205	695653.8	996992.0	
206	695665.0	996865.4	
207	695684.9	996819.6	
208	695726.2	996857.9	
209	695777.0	996875.8	

CONTROL POINTS			
POINT #	NORTHING	EASTING	
210	695906.6	996889.6	
211	695843.6	996891.9	
212	695875.1	996887.7	
213	695897.0	996877.8	
214	695933.9	996870.5	
215	695968.3	996859.8	
216	696059.2	996872.6	
217	696194.3	996862.8	
218	696193.9	996912.4	
219	696212.8	996933.6	
220	696241.9	996942.4	
221	696284.2	997013.0	
222	696271.3	997050.6	
223	696227.5	997091.6	
224	696180.5	997127.4	
225	696088.4	997163.3	
226	695805.9	997035.1	
227	695840.3	997031.0	
228	695853.0	996974.4	
229	695998.5	996925.5	

CONTROL POINTS			
POINT #	NORTHING	EASTING	
230	696070.8	996881.6	
300	695586.8	997033.3	
301	695546.8	997007.3	
302	695547.0	996957.7	
303	695556.1	996933.2	
304	695574.7	996906.9	
305	695590.2	996889.6	
306	695609.2	996883.7	
307	695597.2	996929.1	
308	695590.6	996861.4	
400	696230.2	997353.6	
401	696190.1	997516.7	
402	696128.2	997501.3	
403	696188.2	997338.3	

Exhibit C-2: Restricted Area Control Points