

2145651 MASON CO WA

12/10/2020 09:58 AM COV  
REGIS LAND TITLE GROUP #149219 Rec Fee \$118.50 Pages 16



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

**Electronic Copy**

**RECEIVED**

DEC 14 2020

WA State Department  
of Ecology (SWRO)

### Environmental Covenant

**Grantor:** Simpson Timber Company

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

**Brief Legal Description:** Ptn Lots 130-146, 152-243 & Res. Par. J LBLA 02-16, Shelton Tide Lands

*20-20-3*

**Full Legal Description:** See Page 8 (Exhibit A)

**Tax Parcel No.:** 32020-41-70035

**Cross Reference:** N/A

### 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"; also known as SMA-3). The Grantor has constructed a cap over the residual sediment contamination in the Restricted Area. The Restricted Area is illustrated in Exhibit B and 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 Restricted Area to protect human health and the environment and the integrity of remedial actions conducted

in the Restricted Area. Records describing the extent of residual contamination and remedial actions conducted in the Restricted Area 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

Simpson Timber Company, 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 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 Restricted Area 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. **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 in the Restricted Area and continued compliance with this Covenant.

c. **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.

d. **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 in order to protect the integrity of the remedial actions in the Restricted Area, the Grantor shall prepare an amendment to this Covenant incorporating such additional restrictions and deliver it to the Owner. The Owner shall promptly execute such amendment and return it to the Grantor, which shall record the amended Covenant with the Mason County Auditor. This subsection does not preclude Ecology and the Owner from amending this Covenant without the Grantor's signature in accordance with the waiver provided in subsection 5.c, below.

### 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 could potentially compromise the integrity of the sediment cap, 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 Grantor or Grantor'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 Grantor or Grantor'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 authorize vessel activity that may scour or otherwise disturb the Restricted Area, such as grounding of logs or vessels; or operating vessels at engine speeds that could result in disturbance to the cap from propeller wash.
- e. 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 in the Restricted Area.
- b. The Grantor 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 in the Restricted Area, and enforce compliance with this Covenant and those actions, including the right to take samples and inspect any remedial actions conducted in the Restricted Area, 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 12/2/20 AND RECORDED WITH THE MASON COUNTY AUDITOR UNDER RECORDING NUMBER E-2145587 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.

Kathryn Navarro General Counsel Simpson Timber Company 1301 Fifth Avenue Suite 2700 Seattle, WA 98101 (360) 495-2096 Kathryn.Navarro@simpson.com	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 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.<sup>1</sup>

## **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 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.

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.

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<sup>1</sup> 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.

The undersigned warrants that Simpson Timber Company holds the title to the Property and that he/she has authority to execute this Covenant.

EXECUTED this 20th day of November, 2020.

SIMPSON TIMBER COMPANY,  
a Washington corporation

*Dave McEntee*  
Signature

by: Dave McEntee  
Printed name

Title: Vice President

STATE OF WASHINGTON  
COUNTY OF Pierce

On this 20th day of November, 2020, I certify that Dave McEntee personally appeared before me, acknowledged that he/she is the Vice President 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.

*Lori Ann Avery*  
Notary Public in and for the State of Washington  
Residing at Tacoma, Washington  
My appointment expires 06/01/2021



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

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

Marian L. Abbett  
Signature

by: Marian L. Abbett  
Printed Name

Title: Acting Section manager

Dated: 12/3/20

STATE OF WASHINGTON  
COUNTY OF Thurston

On this 3<sup>rd</sup> day of December, 2020 I certify that Marian L. Abbett, personally appeared before me, acknowledged that **he/she** is the Acting SWRO-TCP 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 McClary, WA  
My appointment expires 8-2-2023

## Exhibit A

### LEGAL DESCRIPTION

PARCEL 1:

LOTS 130 TO 146, BOTH INCLUSIVE, LOTS 152 TO 243, BOTH INCLUSIVE, AND,

THOSE PORTIONS OF VACATED BEACH AVENUE, VACATED C STREET, VACATED D STREET, VACATED E STREET, VACATED F STREET, VACATED G STREET, VACATED H STREET, VACATED I STREET, VACATED J STREET, VACATED K STREET, VACATED L STREET, VACATED M STREET, VACATED N STREET, AND ALL OF THE VACATED ALLEYS, WHICH ATTACHED THERETO BY OPERATION OF LAW UPON THEIR VACATION,

ALL IN 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 (FORMERLY COMMISSIONER OF PUBLIC LANDS) AT OLYMPIA, WASHINGTON;

EXCEPTING THEREFROM, ALL THOSE PORTIONS THEREOF WHICH LIE WITHIN THE TRACTS OF LAND PARTICULARLY DESCRIBED AS FOLLOWS:

A) COMMENCING AT THE QUARTER CORNER (WHICH IS DESIGNATED BY A CONCRETE MONUMENT) BETWEEN SECTIONS NINETEEN (19) AND TWENTY (20) ON THE WEST LINE OF SECTION TWENTY (20), TOWNSHIP TWENTY (20) NORTH, RANGE THREE (3) WEST, W.M.; THENCE IN A SOUTHERLY DIRECTION ALONG SAID SECTION LINE A DISTANCE OF 695.69 FEET TO A POINT; THENCE UPON A COURSE WHICH IS AT AN ANGLE TO THE LEFT OFF SAID SECTION LINE OF  $92^{\circ}24'$  A DISTANCE OF 160.33 FEET TO A POINT (WHICH IS DESIGNATED BY A PIPE SET IN CONCRETE) AND WHICH IS ON THE NORTHEASTERLY BOUNDARY LINE OF THE RAILROAD RIGHT-OF-WAY CONVEYED TO NORTH PACIFIC RAILWAY COMPANY IN DEED RECORDED JUNE 14, 1926, AUDITOR'S FILE NO. 48434; THENCE CONTINUING ON THE COURSE LAST ABOVE DESCRIBED A DISTANCE OF 652.8 FEET TO A POINT WHICH IS THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED, SAID POINT BEING ON THE MEANDER LINE AS ESTABLISHED BY THE STATE OF WASHINGTON HARBOR COMMISSION ON THE 19TH DAY OF DECEMBER 1892; THENCE CONTINUING ON THE FOREGOING COURSE A DISTANCE OF 1047.2 FEET TO A POINT; THENCE DUE SOUTH A DISTANCE OF 145.0 FEET TO A POINT ON THE GOVERNMENT MEANDER LINE; THENCE SOUTH  $81^{\circ}53'$  WEST ALONG SAID GOVERNMENT MEANDER LINE A DISTANCE OF 136.0 FEET TO A POINT; THENCE SOUTH  $89^{\circ}49'$  WEST ALONG SAID GOVERNMENT MEANDER LINE A DISTANCE OF 413.59 FEET TO A POINT; THENCE NORTH  $80^{\circ}18'$  WEST ALONG SAID GOVERNMENT MEANDER LINE A DISTANCE OF 477.38 FEET TO A POINT; THENCE NORTH  $47^{\circ}03'$  WEST ALONG SAID GOVERNMENT MEANDER LINE A DISTANCE OF 38.0 FEET TO THE POINT OF BEGINNING.

B) COMMENCING AT THE QUARTER CORNER (WHICH IS DESIGNATED BY A CONCRETE MONUMENT) BETWEEN SECTIONS NINETEEN (19) AND TWENTY (20) ON THE WEST LINE OF SECTION TWENTY (20), TOWNSHIP TWENTY (20) NORTH, RANGE THREE (3) WEST, W.M.; THENCE IN A SOUTHERLY DIRECTION ALONG SAID SECTION LINE A DISTANCE OF 695.69 FEET TO A POINT; THENCE UPON A COURSE WHICH IS AT AN ANGLE TO THE LEFT OFF SAID SECTION LINE OF  $92^{\circ}24'$  A DISTANCE OF 160.33 FEET TO A POINT (WHICH IS DESIGNATED BY A PIPE SET IN CONCRETE)



AND WHICH IS ON THE NORTHEASTERLY BOUNDARY LINE OF THE RAILROAD RIGHT-OF-WAY CONVEYED TO NORTH PACIFIC RAILWAY COMPANY IN DEED RECORDED JUNE 14, 1926, AUDITOR'S FILE NO. 48434; THENCE CONTINUING ON THE COURSE LAST ABOVE DESCRIBED A DISTANCE OF 438.57 FEET TO A POINT WHICH POINT MARKS THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING ON THE FOREGOING COURSE A DISTANCE OF 221.4 FEET TO A POINT; THENCE AT AN ANGLE OF 90°00' TO THE LEFT OFF THE PRECEDING COURSE A DISTANCE OF 55 FEET TO A POINT; THENCE AT AN ANGLE OF 90°00' TO THE LEFT A DISTANCE OF 221.4 FEET TO A POINT; THENCE AT AN ANGLE OF 90°00' TO THE LEFT A DISTANCE OF 55 FEET TO THE POINT OF BEGINNING.

C) COMMENCING AT THE QUARTER CORNER (WHICH IS DESIGNATED BY A CONCRETE MONUMENT) BETWEEN SECTIONS NINETEEN (19) AND TWENTY (20) ON THE WEST LINE OF SECTION TWENTY (20), TOWNSHIP TWENTY (20) NORTH, RANGE THREE (3) WEST, W.M.; THENCE IN A SOUTHERLY DIRECTION ALONG SAID SECTION LINE A DISTANCE OF 695.69 FEET TO A POINT; THENCE UPON A COURSE WHICH IS AT AN ANGLE TO THE LEFT OFF SAID SECTION LINE OF 92°24' A DISTANCE OF 160.33 FEET TO A POINT (WHICH IS DESIGNATED BY A PIPE SET IN CONCRETE) AND WHICH IS ON THE NORTHEASTERLY BOUNDARY LINE OF THE RAILROAD RIGHT-OF-WAY CONVEYED TO NORTH PACIFIC RAILWAY COMPANY IN DEED RECORDED JUNE 14, 1926, AUDITOR'S FILE NO. 48434; THENCE CONTINUING ON THE COURSE LAST ABOVE DESCRIBED A DISTANCE OF 1700.0 FEET TO A POINT WHICH POINT MARKS THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING ON THE FOREGOING COURSE A DISTANCE OF 400.00 FEET TO A POINT; THENCE SOUTH A DISTANCE OF 110.1 FEET, MORE OR LESS, TO A POINT ON GOVERNMENT MEANDER LINE; THENCE SOUTH 81°53' WEST ALONG SAID GOVERNMENT MEANDER LINE A DISTANCE OF 403.4 FEET TO A POINT WHICH POINT IS THE SOUTHEASTERLY CORNER OF A TRACT OF LAND CONVEYED TO RAINIER PULP & PAPER COMPANY IN DEED RECORDED DECEMBER 4, 1936, AUDITOR'S FILE NO. 80060; THENCE NORTH ALONG THE EASTERLY BOUNDARY OF SAID RAINIER PULP & PAPER COMPANY TRACT A DISTANCE OF 145 FEET TO THE POINT OF BEGINNING.

D) COMMENCING AT THE QUARTER CORNER (WHICH IS DESIGNATED BY A CONCRETE MONUMENT) BETWEEN SECTIONS NINETEEN (19) AND TWENTY (20) ON THE WEST LINE OF SECTION TWENTY (20), TOWNSHIP TWENTY (20) NORTH, RANGE THREE (3) WEST, W.M.; THENCE IN A SOUTHERLY DIRECTION ALONG SAID SECTION LINE A DISTANCE OF 695.69 FEET TO A POINT; THENCE UPON A COURSE WHICH IS AT AN ANGLE TO THE LEFT OFF SAID SECTION LINE OF 92°24' A DISTANCE OF 160.33 FEET TO A POINT (WHICH IS DESIGNATED BY A PIPE SET IN CONCRETE) AND WHICH IS ON THE NORTHEASTERLY BOUNDARY LINE OF THE RAILROAD RIGHT-OF-WAY CONVEYED TO NORTH PACIFIC RAILWAY COMPANY IN DEED RECORDED JUNE 14, 1926, AUDITOR'S FILE NO. 48434; THENCE CONTINUE ON ABOVE COURSE A DISTANCE OF 659.97 FEET TO A POINT WHICH LIES 6 FEET EAST OF RAYONIER INCORPORATED ROLL STORAGE WAREHOUSE, AS IT EXISTED ON DECEMBER 6, 1948, WHICH IS THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE CONTINUE ON ABOVE COURSE A DISTANCE OF 195.5 FEET TO A POINT; THENCE AN ANGLE TO THE LEFT OF 90° A DISTANCE OF 55 FEET TO A POINT; THENCE AN ANGLE TO THE LEFT OF 90° A DISTANCE OF 195.5 FEET TO A POINT (THIS LINE BEING 5 FEET NORTH AND PARALLEL TO THE SAID WAREHOUSE); THENCE AN ANGLE TO THE LEFT OF 90° A DISTANCE OF 55 FEET TO THE POINT OF BEGINNING.

E) COMMENCING AT THE QUARTER CORNER (CONCRETE MONUMENT) ON THE WEST LINE OF SAID SECTION TWENTY (20); THENCE SOUTHERLY, ALONG THE SECTION LINE, 695.69 FEET; THENCE ON AN ANGLE TO THE LEFT OF 92°24', 160.33 FEET, TO A MONUMENT (PIPE SET IN CONCRETE); THENCE CONTINUE ALONG THE SAME COURSE (NORTH 86°43' EAST), 1700.00 FEET, TO A POINT ON THE NORTHERLY PROPERTY LINE OF A TRACT OF LAND CONVEYED TO RAINIER PULP & PAPER COMPANY IN DEED RECORDED DECEMBER 4, 1936, AUDITOR'S FILE NO. 80056, AND THE POINT OF BEGINNING OF THE TRACT OF LAND HEREBY DESCRIBED; THENCE NORTH 59°03'

EAST, 444.30 FEET; THENCE SOUTH 89°41' EAST, 961.87 FEET; THENCE SOUTH 12°21' EAST, TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE NORTHERN PACIFIC RAILWAY COMPANY'S RAILROAD RIGHT-OF-WAY, AS CONVEYED IN DEEDS RECORDED NOVEMBER 8, 1924, AUDITOR'S FILE NO. 43927 AND RECORDED NOVEMBER 10, 1924, AUDITOR'S FILE NO. 43948; THENCE WESTERLY, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, TO THE WESTERLY LINE OF SAID GOVERNMENT LOT FIVE (5); THENCE NORTHERLY, ALONG SAID WESTERLY LINE, TO THE GOVERNMENT MEANDER LINE, AS ESTABLISHED BY THE STATE OF WASHINGTON HARBOR COMMISSION ON DECEMBER 19, 1892; THENCE, ALONG SAID MEANDER LINE TO A POINT ON THE EASTERLY LINE OF SAID RAINIER PULP & PAPER COMPANY TRACT; THENCE NORTHERLY, ALONG SAID EASTERLY LINE, 110.10 FEET, MORE OR LESS, TO A POINT NORTH 86°43' EAST 400.00 FEET FROM THE POINT OF BEGINNING; THENCE SOUTH 86°43' WEST, 400.00 FEET, TO THE POINT OF BEGINNING.

PARCEL 2:

THAT PORTION OF LOTS 122 THROUGH 129 INCLUSIVE. LOTS 147 THROUGH 151, INCLUSIVE. LOTS 244, 245, 249, AND 250, VACATED BEACH AVENUE, AND ALL ADJOINING VACATED ALLEYS, ALL OF THE PLAT OF SHELTON TIDELANDS, AS SHOWN ON THE OFFICIAL MAPS OF SAID TIDELANDS ON FILE IN THE OFFICE OF THE DEPARTMENT OF NATURAL RESOURCES AT OLYMPIA, WASHINGTON.

EXCEPT ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PARCEL 25"A":

COMMENCING AT THE QUARTER CORNER (WHICH IS DESIGNATED BY A CONCRETE MONUMENT) BETWEEN SECTIONS NINETEEN (19) AND TWENTY (20) ON THE WEST LINE OF SECTION TWENTY (20), TOWNSHIP TWENTY (20) NORTH, RANGE THREE (3) WEST, W.M.;

THENCE IN A SOUTHERLY DIRECTION ALONG SAID SECTION LINE A DISTANCE OF 695.69 FEET TO A POINT;

THENCE UPON A COURSE WHICH IS AT AN ANGLE TO THE LEFT OFF SAID SECTION LINE OF 92°24' A DISTANCE OF 160.33 FEET TO A POINT (WHICH IS DESIGNATED BY A PIPE SET IN CONCRETE) AND WHICH IS ON THE NORTHEASTERLY BOUNDARY LINE OF THE RAILROAD RIGHT-OF-WAY CONVEYED TO NORTH PACIFIC RAILWAY COMPANY IN DEED RECORDED JUNE 14, 1926, AUDITOR'S FILE NO. 48434;

THENCE CONTINUING ON THE COURSE LAST ABOVE DESCRIBED A DISTANCE OF 652.8 FEET TO A POINT WHICH IS THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED, SAID POINT BEING ON THE MEANDER LINE AS ESTABLISHED BY THE STATE OF WASHINGTON HARBOR COMMISSION ON THE 19TH DAY OF DECEMBER 1892;

THENCE CONTINUING ON THE FOREGOING COURSE A DISTANCE OF 1047.2 FEET TO A POINT;

THENCE DUE SOUTH A DISTANCE OF 145.0 FEET TO A POINT ON THE GOVERNMENT MEANDER LINE;

THENCE SOUTH 81°53' WEST ALONG SAID GOVERNMENT MEANDER LINE A DISTANCE OF 136.0 FEET TO A POINT;

THENCE SOUTH 89°49' WEST ALONG SAID GOVERNMENT MEANDER LINE A DISTANCE OF 413.59 FEET TO A POINT;

THENCE NORTH 80°18' WEST ALONG SAID GOVERNMENT MEANDER LINE A DISTANCE OF 477.38 FEET TO A POINT;

THENCE NORTH 47°03' WEST ALONG SAID GOVERNMENT MEANDER LINE A DISTANCE OF 38.0 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PARCEL 25"D":

COMMENCING AT THE QUARTER CORNER (WHICH IS DESIGNATED BY A CONCRETE MONUMENT) BETWEEN SECTIONS NINETEEN (19) AND TWENTY (20) ON THE WEST LINE OF SECTION TWENTY (20), TOWNSHIP TWENTY (20) NORTH, RANGE THREE (3) WEST, W.M.;

THENCE IN A SOUTHERLY DIRECTION ALONG SAID SECTION LINE A DISTANCE OF 695.69 FEET TO A POINT;

THENCE UPON A COURSE WHICH IS AT AN ANGLE TO THE LEFT OFF SAID SECTION LINE OF 92°24' A DISTANCE OF 160.33 FEET TO A POINT (WHICH IS DESIGNATED BY A PIPE SET IN CONCRETE) AND WHICH IS ON THE NORTHEASTERLY BOUNDARY LINE OF THE RAILROAD RIGHT-OF-WAY CONVEYED TO NORTH PACIFIC RAILWAY COMPANY IN DEED RECORDED JUNE 14, 1926, AUDITOR'S FILE NO. 48434;

THENCE CONTINUE ON ABOVE COURSE A DISTANCE OF 659.97 FEET TO A POINT WHICH LIES 6 FEET EAST OF RAYONIER INCORPORATED ROLL STORAGE WAREHOUSE, AS IT EXISTED ON DECEMBER 6, 1948, WHICH IS THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE CONTINUE ON ABOVE COURSE A DISTANCE OF 195.5 FEET TO A POINT;

THENCE ON AN ANGLE TO THE LEFT OF 90° A DISTANCE OF 55 FEET TO A POINT;

THENCE ON AN ANGLE TO THE LEFT OF 90° A DISTANCE OF 195.5 FEET TO A POINT (THIS LINE BEING 5 FEET NORTH AND PARALLEL TO THE SAID WAREHOUSE);

THENCE ON AN ANGLE TO THE LEFT OF 90° A DISTANCE OF 55 FEET TO THE POINT OF BEGINNING

ALL 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 TIDELANDS, 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 88°36'24" EAST, A DISTANCE OF 376.71 FEET;

THENCE SOUTH 00°30'32" WEST, A DISTANCE OF 5.69 FEET;

THENCE NORTH 88°41'14" EAST, A DISTANCE OF 149.99 FEET;

THENCE SOUTH 02°16'34" EAST, A DISTANCE OF 20.21 FEET;

THENCE SOUTH 89°16'30" WEST, A DISTANCE OF 219.77 FEET;

THENCE SOUTH 88°39'22" WEST, A DISTANCE OF 231.25 FEET;

THENCE SOUTH 88°45'05" WEST, A DISTANCE OF 465.89 FEET;

THENCE SOUTH 88°29'03" WEST, A DISTANCE OF 287.53 FEET;

THENCE SOUTH 88°50'52" WEST, A DISTANCE OF 142.68 FEET;

THENCE SOUTH 01°18'09" EAST, A DISTANCE OF 6.60 FEET,

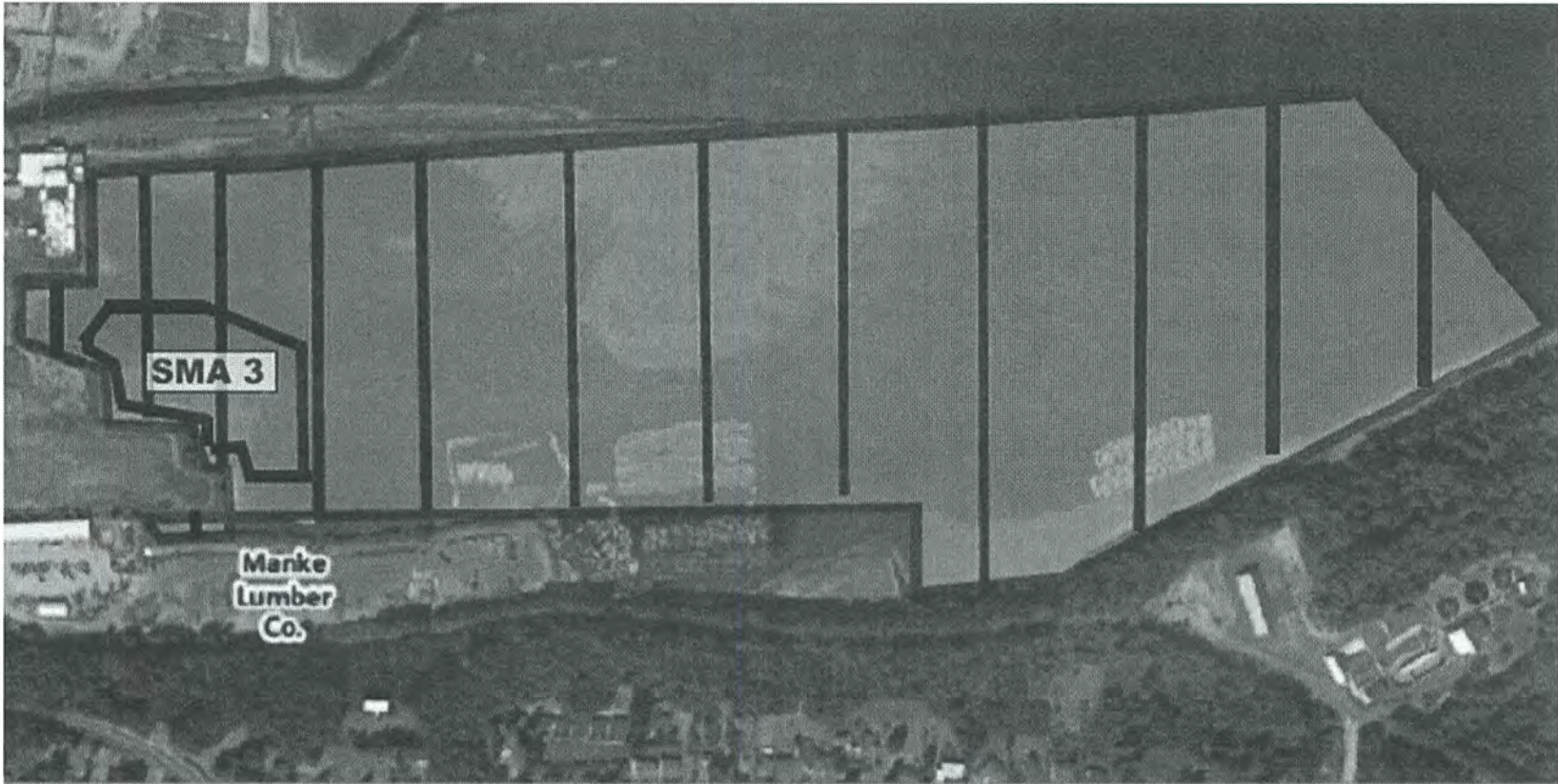
THENCE SOUTH 88°45'23" WEST, A DISTANCE OF 69.07 FEET;  
THENCE NORTH 00°51'03" WEST, A DISTANCE OF 6.53 FEET;  
THENCE SOUTH 88°47'01" WEST, A DISTANCE OF 219.56 FEET;  
THENCE SOUTH 68°45'07" WEST, A DISTANCE OF 20.87 FEET;  
THENCE SOUTH 67°30'44" WEST, A DISTANCE OF 90.45 FEET;  
THENCE SOUTH 81°28'38" WEST, A DISTANCE OF 78.44 FEET;  
THENCE SOUTH 88°00'33" WEST, A DISTANCE OF 62.74 FEET;  
THENCE NORTH 84°23'38" WEST, A DISTANCE OF 138.11 FEET;  
THENCE SOUTH 01°00'07" EAST, A DISTANCE OF 129.10 FEET;  
THENCE SOUTH 88°04'02" WEST, A DISTANCE OF 24.97 FEET;  
THENCE SOUTH 00°52'37" EAST, A DISTANCE OF 93.19 FEET;  
THENCE SOUTH 45°50'17" EAST, A DISTANCE OF 18.94 FEET;  
THENCE SOUTH 09°53'07" EAST, A DISTANCE OF 39.95 FEET;  
THENCE SOUTH 07°27'09" EAST, A DISTANCE OF 94.03 FEET;  
THENCE SOUTH 89°02'41" WEST, A DISTANCE OF 209.94 FEET;  
THENCE SOUTH 03°24'38" WEST, A DISTANCE OF 59.67 FEET;  
THENCE SOUTH 30°07'47" EAST, A DISTANCE OF 66.64 FEET;  
THENCE SOUTH 13°47'30" EAST, A DISTANCE OF 42.21 FEET;  
THENCE SOUTH 69°33'22" EAST, A DISTANCE OF 112.16 FEET;  
THENCE SOUTH 73°10'15" EAST, A DISTANCE OF 92.15 FEET;  
THENCE SOUTH 20°23'37" EAST, A DISTANCE OF 38.11 FEET;  
THENCE SOUTH 06°07'51" EAST, A DISTANCE OF 52.39 FEET;  
THENCE SOUTH 02°16'23" EAST, A DISTANCE OF 90.94 FEET;  
THENCE SOUTH 88°11'00" EAST, A DISTANCE OF 17.32 FEET;  
THENCE NORTH 42°03'02" EAST, A DISTANCE OF 44.86 FEET;  
THENCE NORTH 75°12'05" EAST, A DISTANCE OF 103.45 FEET;  
THENCE SOUTH 83°30'38" EAST, A DISTANCE OF 73.09 FEET;  
THENCE SOUTH 45°20'34" EAST, A DISTANCE OF 59.66 FEET;  
THENCE SOUTH 25°45'57" EAST, A DISTANCE OF 56.14 FEET;  
THENCE SOUTH 02°31'48" EAST, A DISTANCE OF 94.97 FEET;  
THENCE NORTH 88°49'52" EAST, A DISTANCE OF 49.51 FEET;  
THENCE NORTH 81°09'14" EAST, A DISTANCE OF 14.48 FEET;  
THENCE SOUTH 78°10'53" EAST, A DISTANCE OF 23.18 FEET;  
THENCE SOUTH 24°04'10" EAST, A DISTANCE OF 38.94 FEET;  
THENCE SOUTH 09°16'57" WEST, A DISTANCE OF 109.68 FEET;  
THENCE SOUTH 79°11'18" WEST, A DISTANCE OF 81.54 FEET;  
THENCE NORTH 77°28'08" WEST, A DISTANCE OF 101.33 FEET;  
THENCE NORTH 14°10'51" WEST, A DISTANCE OF 10.53 FEET;  
THENCE SOUTH 88°36'21" WEST, A DISTANCE OF 49.89 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 25"D' AND THE TERMINUS OF SAID LINE.

SAID LAND BEING ALSO KNOWN AND DESCRIBED AS THE RESULTING PARCEL J OF CITY OF SHELTON BOUNDARY LINE ADJUSTMENT NO. 02-16, RECORDED JUNE 10, 2016, AUDITOR'S FILE NOS. 2057467 AND 20574

**Exhibit B**

**PROPERTY MAP**

{ATTACHED}



**Exhibit B**

**Manke Lumber  
Tideland Sale**



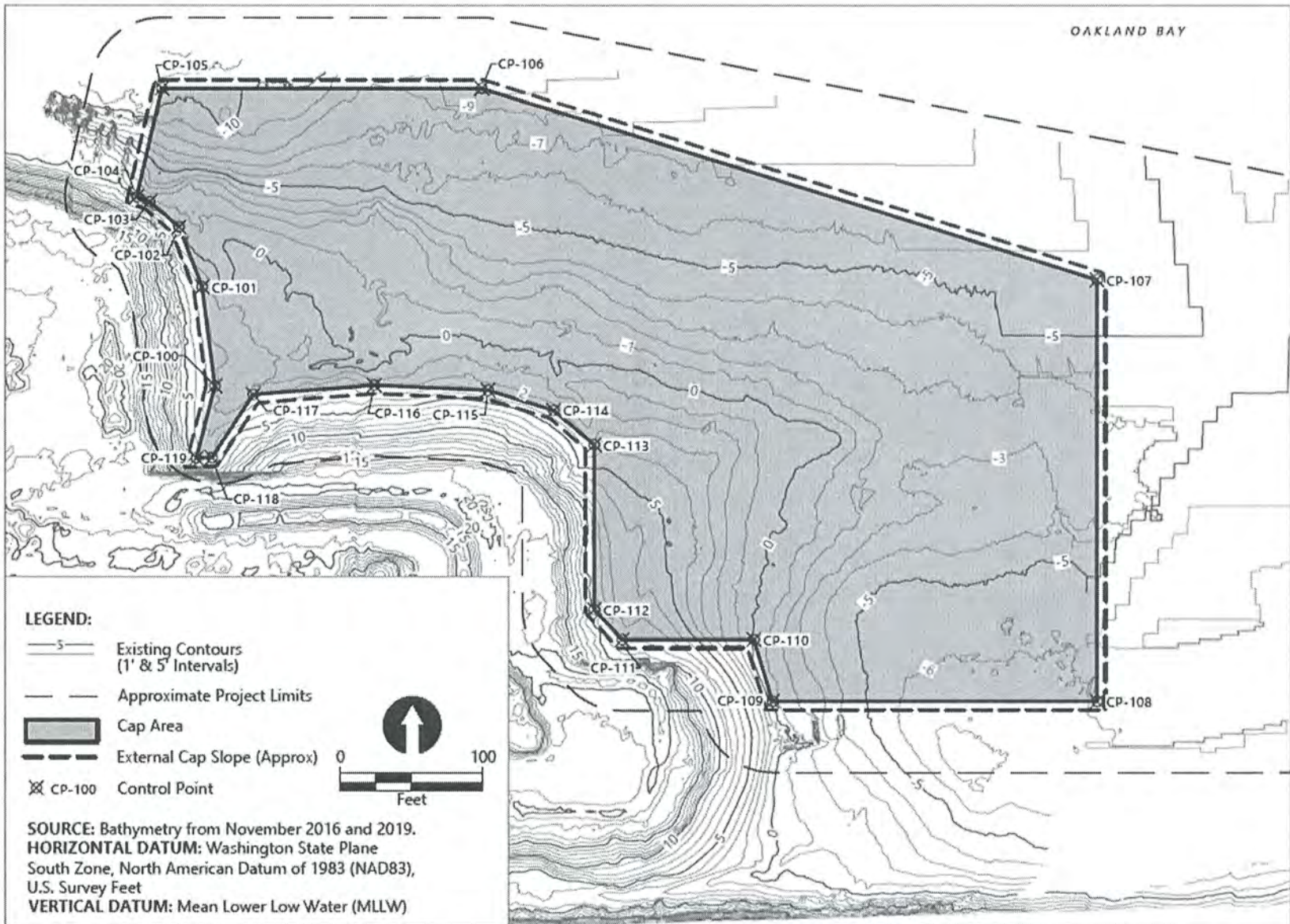


Exhibit C-1: Shelton Harbor Sediment Cleanup Unit Restricted Areas

CONTROL POINTS		
POINT #	NORTHING	EASTING
100	693978.4	995729.7
101	694048.1	995720.7
102	694090.1	995704.7
103	694108.0	995684.0
104	694111.5	995675.1
105	694188.3	995692.7
106	694188.3	995916.5
107	694053.0	996347.1
108	693756.3	996347.1
109	693756.3	996119.8

CONTROL POINTS		
POINT #	NORTHING	EASTING
110	693799.6	996106.8
111	693799.6	996014.6
112	693820.9	995995.0
113	693937.0	995995.0
114	693961.2	995966.7
115	693975.4	995920.8
116	693979.1	995841.2
117	693972.3	995756.5
118	693927.9	995727.6
119	693927.5	995716.7

**Exhibit C-2: Restricted Area Control Points**