

When recorded, return to:
Hartstene Pointe Water-Sewer District
772 East Chesapeake Drive
Shelton, WA 98584



WASHINGTON STATE DEPARTMENT OF
Natural Resources
Peter Goldmark - Commissioner of Public Lands

AQUATIC LANDS AGREEMENT AMENDMENT

Easement No. 51-074892

Grantor: Washington State Department of Natural Resources
Grantee(s): Hartstene Pointe Water-Sewer District
Legal Description: Section 19, Township 21 North, Range 01 West, W.M.
Assessor's Property Tax Parcel or Account Number: Not Applicable
Assessor's Property Tax Parcel or Account Number for Upland parcel used in conjunction with this Easement: Not Applicable.

THIS Easement AMENDMENT is made by and between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and HARTSTENE POINTE WATER-SEWER DISTRICT, a government agency ("Grantee").

BACKGROUND

Easement No. 51-074892 was entered into on the 1st day of July, 2006, by and between Mason County Department of Utilities and Waste Management as Grantee and the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, as landlord ("State"), and recorded with the Mason County Auditor's office under recording number 1884135 (the "Agreement").

The Agreement was previously amended by assignment - respectively dated October 1, 2010. Copies of the assignment are attached as Exhibit 1. Grantee now possesses the rights, duties, and liabilities under the Agreement as amended.

The parties now desire to amend this Agreement under the following terms and conditions:

THEREFORE, the parties agree as follows:

SECTION 1 AMENDMENTS

Exhibit A of the Easement is amended to read as specified in Exhibit 2 attached hereto.

SECTION 2 EFFECTIVE DATE

The amended provisions shall become effective as of January 1, 2016.

SECTION 3 NO RELEASE

State is not releasing any previous Assignor from fully performing the provisions of the Agreement in effect at the time of such assignment or as otherwise agreed in writing between the State, previous Assignor, and the Grantee.

SECTION 4 WARRANTIES

Grantee represents and warrants to State that (i) the Agreement is in full force and effect; (ii) Grantee is not in default or breach of the Agreement; (iii) Grantee has no knowledge of any claims, offsets, or defenses of the Grantee under the Agreement; and (iv) to the best of Grantee knowledge, the Property is in full compliance with all applicable federal, state, and local governmental permits, rules, ordinances, and laws.

SECTION 5 CONFIRMATION OF AGREEMENT

All other terms of the Agreement not inconsistent with this Amendment are hereby affirmed and ratified.

SECTION 6 RECORDATION

At Grantee's expense and no later than thirty (30) days after receiving the fully-executed Agreement, Grantee shall record this Agreement in the county in which the Property is located. Grantee shall include the parcel number of the upland property used in conjunction with the

Property, if any. Grantee shall provide State with recording information, including the date of recordation and file number.

THIS AGREEMENT requires the signature of all parties and is executed as of the date of the last signature below.

HARTSTENE POINTE WATER SEWER DISTRICT

Dated: _____, 20__

By: ROGER RAY

Title: Commissioner

Address: 772 East Chesapeake Drive
Shelton, WA 98584

Phone: (360) 432-3405

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20__

By: PETER GOLDMARK

Title: Commissioner of Public Lands

Address: 950 Farman Avenue North
Enumclaw, WA 98022-9282

Approved as to Form this
This 28 day of September 2011
Janis Snoey, Assistant Attorney General

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
 COUNTY OF _____)

I certify that I know or have satisfactory evidence that ROGER RAY is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Commissioner of HARTSTENE POINTE WATER SEWER DISTRICT to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____ (Signature)

_____ (Print Name)

Notary Public in and for the State of Washington,
 residing at _____

My appointment expires _____

STATE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
County of)

I certify that I know or have satisfactory evidence that PETER GOLDMARK is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Commissioner of Public Lands, and ex officio administrator of the Department of Natural Resources of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature)

(Print Name)

Notary Public in and for the State of Washington,
residing at _____

My appointment expires _____

EXHIBIT 2



WASHINGTON STATE DEPARTMENT OF
Natural Resources
Peter Goldmark - Commissioner of Public Lands

NOTICE OF AND CONSENT TO ASSIGNMENT OF EASEMENT

Easement No. 51-074892

THIS AGREEMENT is made by and between MASON COUNTY DEPARTMENT OF UTILITIES AND WASTE MANAGEMENT, a government agency/entity, whose address is 410 North 4th Street, Shelton, Washington 98584 ("Assignor") and HARTSTENE POINTE WATER-SEWER DISTRICT, a government agency/entity, whose address is 772 East Chesapeake Drive, Shelton, WA 98584 ("Assignee").

BACKGROUND

- A. Easement No. 51-074892 was entered into on the 1st day of July, 2006, by and between MASON COUNTY DEPARTMENT OF UTILITIES AND WASTE MANAGEMENT as Grantee and the STATE OF WASHINGTON, acting through the Department of Natural Resources, as landlord ("State"), and recorded with the Mason County Auditor's office under recording number 1884135, Volume N/A, Page N/A (the "Easement").
- B. Assignor desires to assign and Assignee desires to assume the rights, duties, and liabilities of Grantee under the Easement. Assignor acknowledges the receipt and adequacy of consideration given by Assignee for this assignment. The Easement prohibits an assignment without State's consent. State is willing to give its consent based upon the assurances and agreements made in this Agreement.

THEREFORE, the parties agree as follows:

SECTION 1 NOTICE OF ASSIGNMENT

Assignor gives notice of its intent to assign all of its rights, title, and interest as Grantee under the Easement to Assignee effective the 1st day of October, 2010, for the balance of the Easement term as provided in the Easement.

Notice of and Consent to Assignment of Easement Page 1 of 7

Easement No. 51-074892

SECTION 2 ACCEPTANCE AND INDEMNIFICATION

Assignee gives notice of its intent to assume the obligations as Grantee under the Easement, and agrees to faithfully perform and discharge those obligations according to the terms of the Easement.

SECTION 3 NO RELEASE

State is not releasing Assignor from fully performing the provisions of the Easement. Assignor remains liable to State to the same extent as if no assignment had been made.

SECTION 4 MODIFICATION OF LEASE AT TIME OF ASSIGNMENT

Assignor agrees that State and Assignee may change, modify, or amend the Easement in any way, including the rent to be paid. The assignment and any modification or amendment to the Easement shall occur contemporaneously. Assignee acknowledges receipt of a copy of the Easement and any previous or contemporaneous amendments. Assignor acknowledges receipt of a copy of the amended Easement. Further assignments may be made, without notice to or consent of Assignor, and without in any manner releasing or relieving Assignor from liability under the Easement. Assignor shall remain liable under all the terms, covenants, and conditions of the Easement as originally executed to the end of the term of the Easement.

SECTION 5 WARRANTIES

Assignor represents and warrants to State and to Assignee that (i) the Easement is in full force and effect; (ii) Assignor is not in default or breach of the Easement; (iii) Assignor has no knowledge of any claims, offsets, or defenses of any Grantee under the Easement; (iv) rents due subsequent to this assignment have not been paid in advance by any Grantee; and, (v) to the best of Assignor's knowledge, the property is in full compliance with all applicable federal, state, and local governmental permits, rules, ordinances, and laws. Assignor shall defend, indemnify and hold State harmless from any breach of the foregoing warranties and from any claims or causes of action, known or unknown, of Assignor that have or may arise from circumstances that precede this assignment.

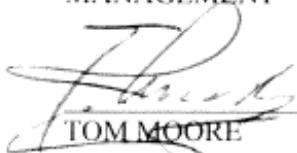
SECTION 6 NOTICE

Assignor instructs State to send all future notices to Assignee. Assignee has the obligation to keep Assignor informed about the activities on the property and Assignee's performance of its obligations under the Easement. Assignee shall send to Assignor copies of any notices it receives or sends to State. Assignor has the obligation to remain informed of Assignee's activities on the property, Assignee's performance of its obligations under the Easement, and Assignee's financial condition. State has no obligation to provide Assignor any notice or information concerning the Easement or Assignee and Assignor shall not rely on State to inform Assignor.

THIS AGREEMENT requires the signature of all parties and is executed as of the date of the last signature below.

ASSIGNOR:

MASON COUNTY DEPARTMENT OF
UTILITIES AND WASTE
MANAGEMENT

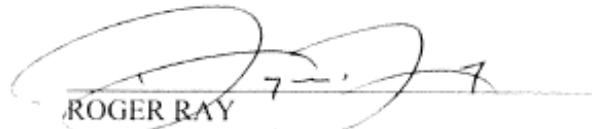


TOM MOORE
Deputy Director

Dated: 11-10, 2010

ASSIGNEE:

HARTSTONE POINTE WATER-SEWER
DISTRICT



ROGER RAY
Commissioner

Dated: 11/18, 2010

CONSENT TO ASSIGNMENT BY STATE

In consideration of the foregoing, State consents to the Assignment of the Easement to Assignee. However, State expressly conditions this consent on the understanding that neither State's consent nor its collection of rent from Assignee shall be a waiver of the covenant against future assignments or subletting. Furthermore, State's acceptance of Assignee as Grantee shall not be construed as releasing Assignor from full performance of the provisions of the Easement. Except as set forth in this Agreement, no provision of this consent alters or modifies any of the terms and conditions of the Easement, including the requirement that the written consent of the State be obtained before any further assignment of the Easement or subletting of the property occurs.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: December 17, 2010


PETER GOLDMARK
Commissioner of Public Lands



Approved as to form this
January, 2004
Mike Grossmann, Assistant Attorney General

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF WASHINGTON)
COUNTY OF MASON) ss.

I certify that I know or have satisfactory evidence that TOM MOORE is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Deputy Director of Mason County Department of Utilities And Waste Management to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

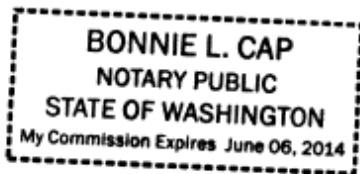
Dated: 11/10/10

Bonnie L. Cap
(Signature)

Bonnie L. Cap
(Print Name)

Notary Public in and for the State of Washington,
residing at Shelton

My appointment expires 6/6/14



REPRESENTATIVE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF Mason)

I certify that I know or have satisfactory evidence that ROGER RAY is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Commissioner of Hartstene Pointe Water-Sewer District to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 11-18-2010

Leslie L. Dearman
(Signature)



Leslie L. Dearman
(Print Name)

Notary Public in and for the State of Washington,
residing at Shelton

My appointment expires 7-10-2014

STATE ACKNOWLEDGMENT

STATE OF WASHINGTON)
County of Thurston) ss

I certify that I know or have satisfactory evidence that PETER GOLDMARK is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Commissioner of Public Lands, and ex officio administrator of the Department of Natural Resources of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12-17-2010

[Handwritten Signature]

(Signature)

Brenda Jean Treadwell

(Print Name)

Notary Public in and for the State of Washington,

residing at Olympia

My appointment expires 2-25-2012



Easement Amendment No. 51-074892
EXHIBIT 2

DELETE: EXHIBIT A in its entirety.

ADD: EXHIBIT A – Easement 51-074892

Recording number for final DNR approved survey in Mason County: 2043688

Legal description of property:

20.00 FT. SEWER EASEMENT, LYING 10.00 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE MOST EASTERLY CORNER OF LOT 48, HARTSTENE POINTE ADDITION 10, AS RECORDED IN VOLUME 9 OF PLATS AT PAGE 131-132, RECORDS OF MASON COUNTY, WASHINGTON;

THENCE SOUTH 53°00'10" WEST 49.07 FEET, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 48 TO IT'S INTERSECTION WITH THE SEWER OUTFALL PIPE;

THENCE SOUTH 54°38'06" EAST 90.83 FEET, ALONG THE CENTERLINE OF SAID OUTFALL PIPE;

THENCE SOUTH 61°00'59" EAST 230.35 FEET;

THENCE SOUTH 55°54'56" EAST 126.90 FEET, TO THE LINE OF STATE OWNED BEDLANDS AND THE POINT OF BEGINNING OF THIS CENTERLINE DESCRIPTION;

THENCE ALONG THE CENTERLINE OF SAID OUTFALL PIPE THE FOLLOWING COURSES:

THENCE SOUTH 55°54'56" EAST 202.91 FEET;

THENCE SOUTH 68°46'24" EAST 105.97 FEET;

THENCE SOUTH 65°58'41" EAST 76.51 FEET;

THENCE SOUTH 51°12'13" EAST 179.47 FEET;

THENCE SOUTH 43°16'54" EAST 235.57 FEET;

THENCE SOUTH 37°49'35" EAST 204.50 FEET;

THENCE SOUTH 23°48'18" EAST 241.05 FEET;

THENCE SOUTH 16°47'42" EAST 298.16 FEET; THENCE SOUTH 12°55'03" EAST 204.82 FEET;

THENCE SOUTH 09°11'20" EAST 230.26 FEET;

THENCE SOUTH 15°08'08" EAST 137.81 FEET;

THENCE SOUTH 12°47'58" EAST 290.56 FEET;

THENCE SOUTH 15°24'01" EAST 108.01 FEET, TO THE TERMINUS OF THIS CENTERLINE DESCRIPTION.

Square footage of each of these Use classifications:

Water-dependent	0
Nonwater-dependent	50,312
Public Access	<u>0</u>
Total square feet	50,312