

**First Amendment to  
Natural Resource Damage Assessment Funding and Participation Agreement  
Port Gamble Bay Natural Resources Trustees and Pope  
Resources, Olympic Property Group I, LLC,  
and OPG Properties LLC**

The undersigned Parties adopt this First Amendment (“Amendment”) to the June 9, 2017, Funding and Participation Agreement (“Agreement”) between Pope Resources, a Delaware Limited Partnership (“Pope”) and its subsidiaries, Olympic Property Group I, LLC and OPG Properties LLC (collectively, the “Companies”); and the Tribal Natural Resource Trustees (as defined in the original Agreement), the State Natural Resource Trustee (as defined in the original Agreement), and the United States Natural Resource Trustee (as defined in the original Agreement) (collectively, the “Trustees.”) The Trustees and the Companies are collectively referred to as the “Parties”.


The Agreement is amended, as contemplated in Paragraph 4.2 of the original Agreement, to acknowledge that the Parties have completed Phase A of the Work Plan, as of March 27, 2018, and have collaboratively prepared a list of activities for Phase B. That Phase B activity list, the estimated timeline for the completion of the Phase B activities, and the Parties’ agreed-upon budget for the Trustees’ activities under Phase B are attached to this Amendment as a First Addendum to Exhibit A.

The Companies will provide the Trustees with a lump sum payment in the amount of the agreed-upon budget for Phase B of the Work Plan, as stated in the attached First Addendum to Exhibit A. The Companies shall pay such amount within thirty (30) calendar days of the Effective Date of this Amendment. The Amendment shall be deemed effective on the date of the last signature. The Companies will make such payment in accordance with the instructions attached hereto as Exhibit B.

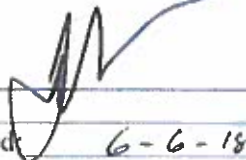
**Counterparts** - This Amendment may be executed separately or independently in any number of counterparts, each of which together shall be deemed to have been executed simultaneously and for purposes of this Agreement. Signature of an electronic or facsimile copy of this Agreement, and transmission of a signature by those means, shall bind the signing Party to the same degree as delivery of a signed original. A Party having delivered a signature by electronic means or facsimile shall promptly deliver an original signature as well at the written request of any Party directed to the designated representative of another Party.

**IN WITNESS WHEREOF**, the undersigned representative of each of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such Party to all terms and conditions of this Agreement. The Parties have executed this Agreement on the dates set forth below.

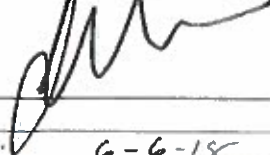
**POPE RESOURCES, L.P.**

  
By Thomas M. Rindo, President & CEO  
Dated: 6-6-18

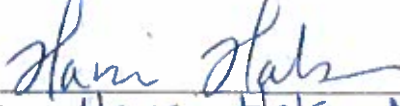
**OLYMPIC PROPERTY GROUP I, LLC**

  
By \_\_\_\_\_  
Dated: 6-6-18


**OPG PROPERTIES LLC**

  
By \_\_\_\_\_  
Dated: 6-6-18


**THE JAMESTOWN S'KLALLAM TRIBE**

  
By Hansi Hals, Natural Resources Director  
Dated: June 20, 2018

**THE LOWER ELWHA KLALLAM TRIBE**

  
By Matthew Peirce, Natural Resources Director  
Dated: June 29, 2018

**THE PORT GAMBLE S'KLALLAM TRIBE**

  
By Paul McCollum, Natural Resources Director  
Dated: June 13<sup>th</sup>, 2018

**POPE RESOURCES, L.P.**

*Thomas M. Ringo*

By THOMAS M. RINGO, President & CEO

Dated: 6-6-18

**OLYMPIC PROPERTY GROUP I, LLC**

*[Signature]*

By \_\_\_\_\_

Dated: 6-6-18

**OPG PROPERTIES LLC**

*[Signature]*

By \_\_\_\_\_

Dated: 6-6-18

**THE JAMESTOWN S'KLALLAM TRIBE**

By \_\_\_\_\_

Dated: \_\_\_\_\_

**THE LOWER ELWHA KLALLAM TRIBE**

By \_\_\_\_\_

Dated: \_\_\_\_\_

**THE PORT GAMBLE S'KLALLAM TRIBE**

By \_\_\_\_\_

Dated: \_\_\_\_\_

**POPE RESOURCES, L.P.**

By \_\_\_\_\_  
Dated: \_\_\_\_\_  
**OLYMPIC PROPERTY GROUP I, LLC**

By \_\_\_\_\_  
Dated: \_\_\_\_\_

**OPG PROPERTIES LLC**

By \_\_\_\_\_  
Dated: \_\_\_\_\_


**THE JAMESTOWN S'KLALLAM TRIBE**

By \_\_\_\_\_  
Dated: \_\_\_\_\_


**THE LOWER ELWHA KLALLAM TRIBE**

By \_\_\_\_\_  
Dated: \_\_\_\_\_

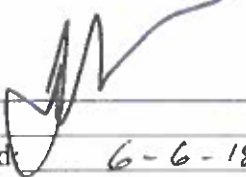
**THE PORT GAMBLE S'KLALLAM TRIBE**

  
By Paul McCollum  
Dated: 6-13-18

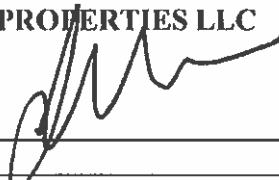
**POPE RESOURCES, L.P.**

  
By THOMAS M. RINDE, Assistant & CEO  
Dated: 6-6-18

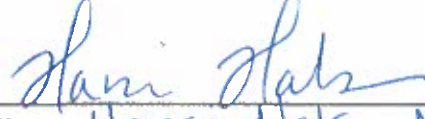
**OLYMPIC PROPERTY GROUP I, LLC**

  
By \_\_\_\_\_  
Dated: 6-6-18

**OPG PROPERTIES LLC**

  
By \_\_\_\_\_  
Dated: 6-6-18

**THE JAMESTOWN S'KLALLAM TRIBE**

  
By Hansi Hals, Natural Resources Director  
Dated: June 20, 2018

**THE LOWER ELWHA KLALLAM TRIBE**

By \_\_\_\_\_  
Dated: \_\_\_\_\_

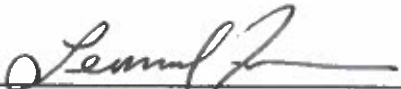
**THE PORT GAMBLE S'KLALLAM TRIBE**

By \_\_\_\_\_  
Dated: \_\_\_\_\_

**THE SKOKOMISH INDIAN TRIBE**

By \_\_\_\_\_  
Dated: \_\_\_\_\_

**THE SUQUAMISH TRIBE**

  
By Leonard Forsman, Chairman  
Dated: July 9, 2018

**STATE OF WASHINGTON  
OFFICE OF THE ATTORNEY GENERAL**

By \_\_\_\_\_  
Dated: \_\_\_\_\_

**UNITED STATES DEPARTMENT OF THE INTERIOR**

By \_\_\_\_\_  
Dated: \_\_\_\_\_



# United States Department of the Interior



FISH AND WILDLIFE SERVICE  
911 NE 11<sup>th</sup> Avenue  
Portland, Oregon 97232-4181

In Reply Refer to:  
FWS/R1/ES/NRDA

JUN 27 2018

## Memorandum

To: Office of the Solicitor, Division of Parks and Wildlife  
Attn: Deirdre F. Donahue, Attorney-Advisor

From: <sup>Acting</sup> Regional Director, Region 1

*John P. P. P.*

Subject: Request for Concurrence – Port Gamble Bay Funding and Participation Agreement  
First Amendment for Port Gamble, Resource Damage Assessment (NRDA) in  
Washington

This responds to your memorandum, dated June 11, 2018 on the subject concurrence. I concur as the Department of the Interior Authorized Official for the Port Gamble Bay, Washington NRDA with the Port Gamble Bay, Washington Funding Agreement First Amendment. If you have any questions, please contact, Julie Concannon, at this office (503) 231-2325 or Jeff Krausmann at the Washington State Fish and Wildlife Office (360) 753-6053.

**THE SKOKOMISH INDIAN TRIBE**


By \_\_\_\_\_  
Dated: \_\_\_\_\_  
**THE SUQUAMISH TRIBE**

By \_\_\_\_\_  
Dated: \_\_\_\_\_

**STATE OF WASHINGTON  
OFFICE OF THE ATTORNEY GENERAL**

By \_\_\_\_\_  
Dated: \_\_\_\_\_

**UNITED STATES DEPARTMENT OF THE INTERIOR**

  
By \_\_\_\_\_  
Dated: JUN 27 2018



**THE SKOKOMISH INDIAN TRIBE**

By \_\_\_\_\_  
Dated: \_\_\_\_\_

**THE SUQUAMISH TRIBE**

By \_\_\_\_\_  
Dated: \_\_\_\_\_

**STATE OF WASHINGTON**

~~OFFICE OF THE ATTORNEY GENERAL~~ DEPT. OF ECOLOGY

  
By \_\_\_\_\_  
Dated: 6/12/12

**UNITED STATES DEPARTMENT OF THE INTERIOR**

By \_\_\_\_\_  
Dated: \_\_\_\_\_

## **First Addendum to Exhibit A – Phase B Scope of Work and Budget**

### **Natural Resource Damage Assessment Funding and Participation Agreement**

#### **Port Gamble Bay Natural Resources Trustees and Pope Resources, Olympic Property Group I, LLC, and OPG Properties LLC**

This First Addendum to Exhibit A to the accompanying Funding and Participation Agreement ("Agreement") outlines the schedule to perform the Phase B tasks described in the Agreement, as well as the estimated timeline and agreed-upon budget for the Trustees' activities to complete these tasks.

A series of three (3) technical meetings and three (3) Trustee Council/Company meetings will be held between representatives of the Trustees and the Companies, each of which are anticipated to last 6 hours and to require an additional 10 to 20 hours, or more of preparation and follow-up per principal participant, plus travel time. The meetings will be approximately four to six weeks apart, beginning approximately thirty days after the Companies deposit advance Phase B funding in accordance with the third paragraph of the First Amendment to, and exhibit B of, the Agreement.

As set forth in the FPA, Phase B is anticipated to take up to 9 months to complete. The objective of Phase B is for the Trustees and the Company to reach an agreement in principle related to potential injury to natural resources and compensatory restoration for the Port Gamble Bay assessment area. This agreement in principle will be further developed into a Consent Decree between the parties in Phase C of this Agreement.

The meetings will address the following:

- **Meeting 1 (Technical).** Prior to Meeting 1, run the HEA for injury using the scenarios and parameters agreed upon in Phase A and memorialized in meeting notes 1 through 4. Using the HEA tool, a range of values related to potential injury to natural resources in Port Gamble Bay will be available for review and discussion. Discuss existing list of potential compensatory restoration projects as time allows.
- **Meeting 2 (Trustee Council/Company).** Review the HEA injury ranges and a list of potential compensatory restoration projects compiled for Port Gamble Bay, including restoration projects previously evaluated using the HEA. Prioritize restoration projects for running the HEA.
- **Meeting 3 (Technical).** Prior to meeting 3, run the HEA for selected compensatory restoration projects agreed upon by the group. Review and evaluate the selected restoration projects.
- **Meeting 4 (Trustee Council/Company).** Discuss restoration projects that are commensurate with estimated injury in Port Gamble Bay. Discuss and outline elements of a conceptual restoration design for further development in Meetings 5 and 6.

- **Meeting 5 and 6 (Technical and/or Trustee Council/Company).** Develop a conceptual design for selected restoration projects. Continue and complete discussions related to compensatory restoration projects under Phase B work, as needed. Prepare a draft Work Plan for Phase C as time allows.

Notwithstanding the schedule above, the Parties recognize that they may be able to address more than one Phase B task during any given meeting period, or that additional technical meeting time and associated budget revisions may be required to complete the work.

As part of the Phase B Work Plan the Trustee Council will also hold monthly meetings throughout Phase B to conduct ongoing damage assessment activities including discussion of technical meeting progress, and any needed meetings with non-technical representatives of the Companies. Meetings are expected to last four hours and to require 1 to 7 hours of preparation and follow-up, and up to three hours of travel time, per attendee.

The agreed-upon budget for the Trustees to complete these tasks is \$243,682.95.