



MEMORANDUM

To: Mike Warfel, LG, LHG, RG
Washington State Department of Ecology

Date: July 8, 2020

From: James J. Maul, LHG

Project No.: 0747.01.11

07-08-2020

RE: Remedial Actions and Next Steps
North Cascade Ford Site
116 West Ferry Street, Sedro-Woolley, Washington

Maul Foster & Alongi, Inc. (MFA) has prepared this technical memorandum summarizing remedial actions (RAs) conducted at the former North Cascade Ford site (the Site) in February and March 2020 and next steps to support obtaining a No Further Action determination for the Site. The Site includes the North Cascade Ford property located at 116 West Ferry Street in Sedro-Woolley, Washington (the Property; facility site identification number 5813566, cleanup site identification number 12075), and a portion of the adjacent Burlington Northern Santa Fe Railway Company (BNSF) property (see Figure 1).

REMEDIAL ACTIONS

In January 2020, the former automobile sales and service building on the Property was demolished. The following RAs were completed at the Site in February and March 2020 (see Figure 2):

- Decommissioned an abandoned approximately 1,000-gallon underground storage tank in area of concern (AOC) 2.

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- Removed two underground hoists (one single-stack hoist and one double-stack hoist) and the associated reservoir tank and sump.
- Excavated and disposed of approximately 3,600 tons of petroleum contaminated soil (PCS) from AOCs 1, 2, and 3. Due to excavation restrictions, PCS was left in place in the following areas (see Figures 2 and 3):
 - **North sidewall of AOC 1.** Three confirmation samples (A1-NSW1-5.0, A1-NSW3-6.0, and A1-NSW4-6.0) along the north sidewall of AOC 1 exceeded Model Toxics Control Act (MTCA) Method A cleanup levels (CULs) for gasoline-range organics (GRO) and/or diesel-range organics (DRO). Impacts along the north sidewall were on BNSF property and could not be removed because of BNSF setback requirements.
 - **East sidewall and base of AOC 2.** One east sidewall sample (A2-ESW1-8.5) and one base sample (A2-BASE8-11.0) exceeded the MTCA Method A CULs for GRO and DRO, respectively. GRO was detected in the east sidewall sample at 150 milligrams per kilogram (mg/kg) at 8.5 feet below ground surface (bgs). The east sidewall sample was from pit run placed in the excavation during backfill for the UST interim action. The results of this sample indicate the backfill had likely been decontaminated by contamination that was previously inaccessible because of the presence of the building.

DRO was detected in the base sample at 2,200 mg/kg at 11.0 feet bgs. Given the depth of this sample and it being below the water table, the in-situ bioremediation compound (i.e., Regenesis Oxygen Release Compound Advanced® [ORC-A]) placed in the excavation will remediate any residual petroleum contamination. The effectiveness of the ORC at this location will be verified during compliance groundwater monitoring.
- Decommissioned three monitoring wells to allow removal of contamination at those locations (MW01, MW05, and MW08).
- Dewatered and treated approximately 124,200 gallons of contaminated groundwater (discharged to the City of Sedro-Woolley wastewater treatment facility).
- Placed ORC-A in a pea gravel medium with a filter fabric wrap in the base of AOC 1, 2, and 3 excavations as means to treat residual groundwater and soil contamination beneath the water table. The effectiveness of contaminated groundwater removal and in subsequent in situ treatment will be measured per the Compliance Groundwater Monitoring Plan (see Attachment A).
- Backfilled excavations clean soil and imported crushed rock.

A completion report detailing RA activities will be provided separately, in the near future.

NEXT STEPS

Groundwater Compliance Monitoring Plan

A groundwater compliance monitoring program will be implemented to demonstrate compliance with CULs in groundwater. The compliance monitoring plan in Attachment A summarizes proposed monitoring well locations and monitoring activities (see Attachment A).

Environmental Covenant

As discussed in the feasibility addendum, coal is present in AOC 3 on the eastern portion of the Property at depths up to 2.6 feet bgs (see Figures 4 and 5)¹. Chemicals associated with the presence of coal in AOC 3 include metals (arsenic, cadmium, and lead), carcinogenic polycyclic aromatic hydrocarbons, and naphthalenes. These chemicals are present in AOC 3 above their respective MTCA Method A CULs; however, CUL exceedances were not detected in soil in the Eastern Avenue right-of-way, east of the Property². Additionally, residual PCS was left in-place in AOC 1 and AOC 2 due to excavation restrictions and shallow groundwater. The coal residuals are currently capped by asphalt or gravel. The coal occurs in as a thin layer and removal is impractical. Contamination also remains on property owned by BNSF.

An updated title report for the parcels (P77451, P77452, P77412, P109239, and P77493) is provided in Attachment B.

Attachments

Figures

Attachment A—Compliance Monitoring Plan

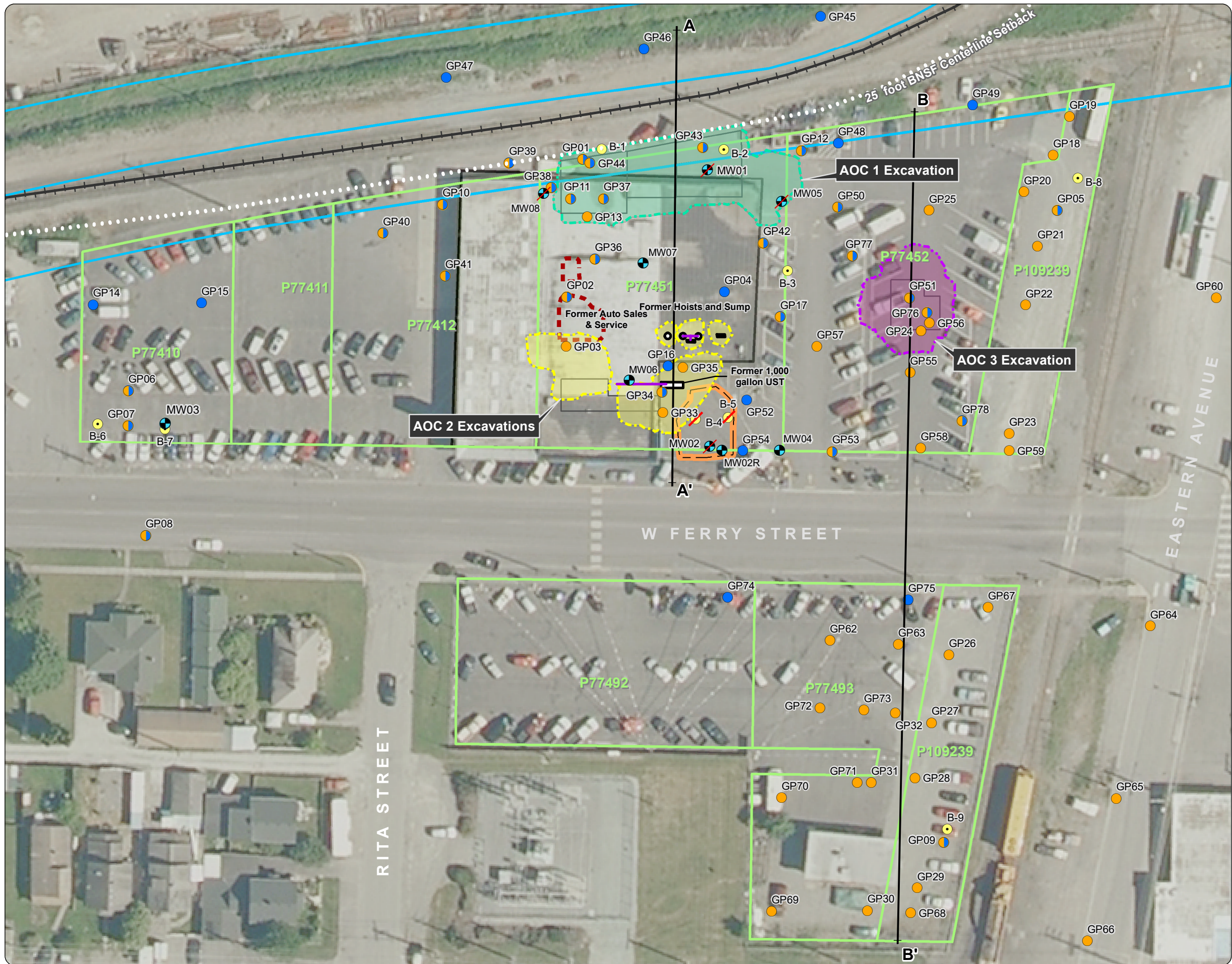
Attachment B—Title Report

¹ MFA. 2018. Feasibility study addendum, North Cascade Ford property, Sedro-Woolley, Washington. Maul Foster & Alongi, Inc., Bellingham, Washington. November 21

² MFA. 2017. Letter (re: 2016 data gap investigation results, North Cascade Ford property, Sedro- Woolley, Washington) to L. Setchell, Helsell Fetterman LLP, from H. Good and J. Clary, Maul Foster & Alongi, Inc., Bellingham, Washington. January 24.

FIGURES





**Figure 1
Site Features**

North Cascade Ford Property
Sedro-Woolley, Washington

Legend

- Monitoring Well
- Decommissioned Monitoring Well
- Phase II ESA Boring (WES, 2011)
- Phase II ESA Boring, Overexcavated (WES, 2011)
- Soil Boring (MFA)
- Reconnaissance Groundwater Boring (MFA)
- Soil & Reconnaissance Groundwater Boring (MFA)
- Product Line
- Cross Section
- BNSF Railroad Centerline
- Projected Remedial Excavation Extent
- UST Interim Action (MFA, 2016)
- Hoist Removal Excavation (ZGA, 2017)
- Former Building Footprint
- Property Parcel
- BNSF-owned Parcel

Notes:
All features are approximate.
All structures on the property were removed prior to remedial action.
The excavations areas are set back from the BNSF railroad centerline by 25 feet.
The surveyed Property parcel boundaries do not coincide with the adjacent parcel boundaries obtained from Skagit County; therefore, there is an overlap between the Property and BNSF parcels.
AOC = area of concern.
BNSF = Burlington Northern Santa Fe.
ESA = environmental site assessment.
Property = North Cascade Ford Property.
UST = underground storage tank.
WES = Whatcom Environmental Services.
ZGA = Zipper Geo Associates.

Sources:
Aerial photograph obtained from ArcGIS Online.
Excavation extents surveyed by Pacific Geomatic Services, Inc. in March 2020.
Property parcel boundaries surveyed by Wilson Engineering, LLC.
Adjacent parcel boundaries obtained from Skagit County.

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Feet
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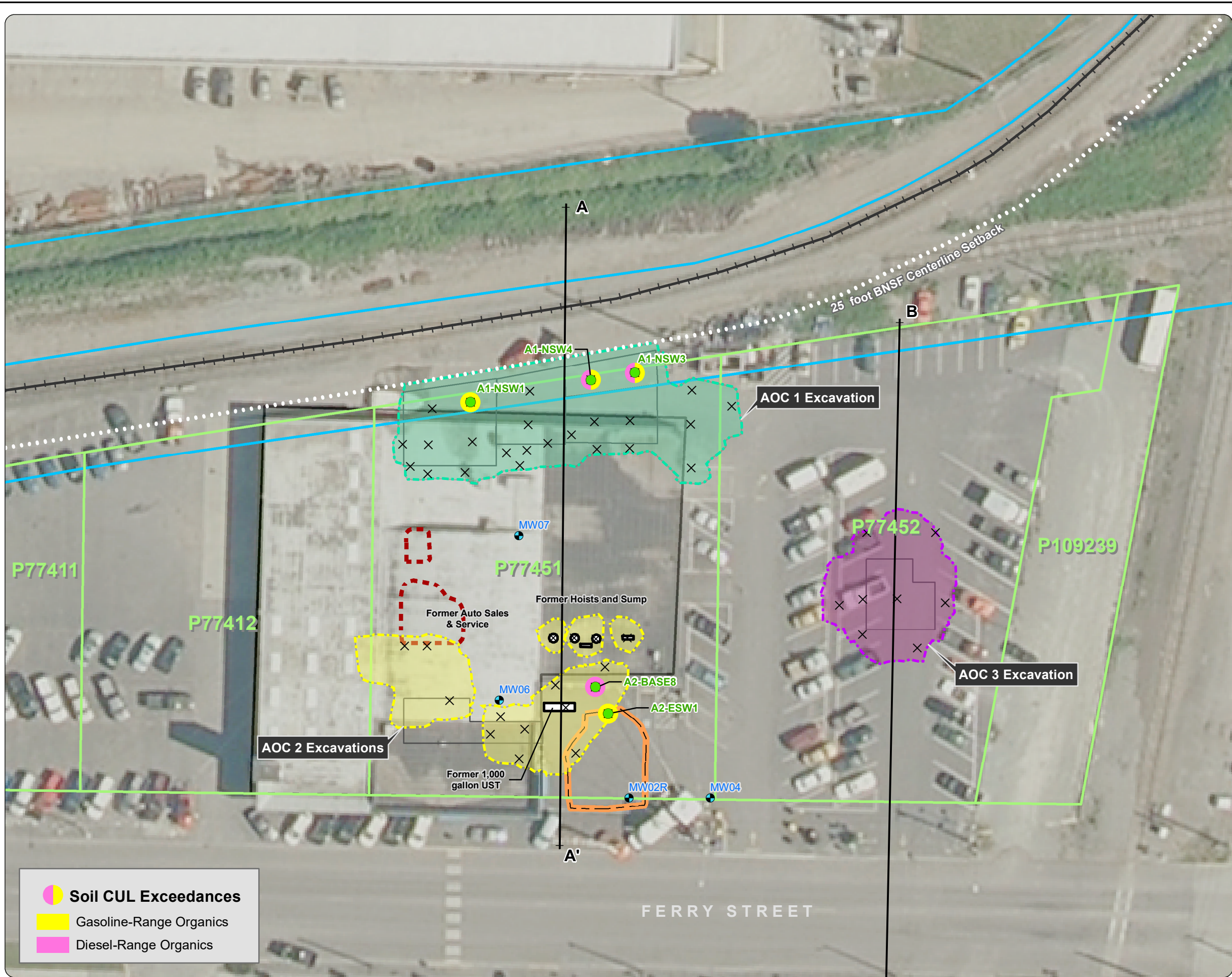


Figure 2
Remaining Petroleum-Related
Impacts in Soil

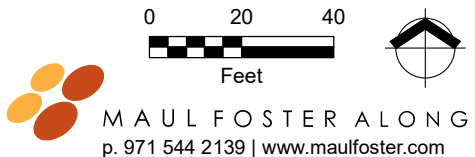
North Cascade Ford Property
Sedro-Woolley, Washington

Legend

- Confirmation Soil Sample, CUL Exceedance
- × Confirmation Soil Sample, Below CULs
- Monitoring Well
- Cross Section
- BNSF Railroad Centerline
- Projected Remedial Excavation Extent
- AOC 1 Remedial Excavation (MFA, 2020)
- AOC 2 Remedial Excavation (MFA, 2020)
- AOC 3 Remedial Excavation (MFA, 2020)
- UST Interim Action (MFA, 2016)
- Hoist Removal Excavation (ZGA, 2017)
- Former Building Footprint
- Property Parcel
- BNSF-owned Parcel

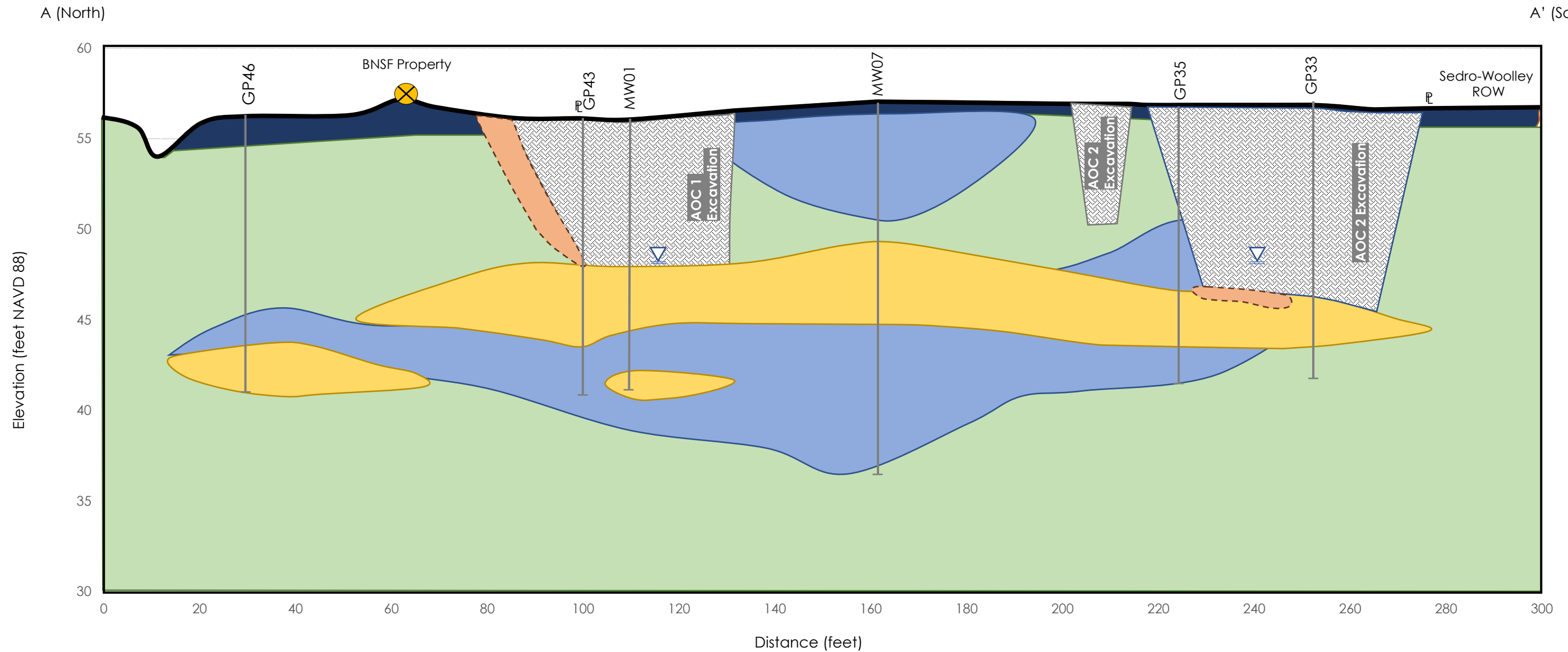
Notes:
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All structures on the property were removed prior to remedial action.
The excavations areas are set back from the BNSF railroad centerline by 25 feet.
The surveyed Property parcel boundaries do not coincide with the adjacent parcel boundaries obtained from Skagit County; therefore, there is an overlap between the Property and BNSF parcels.
AOC = area of concern.
BNSF = Burlington Northern Santa Fe.
CUL = cleanup level.
Property = North Cascade Ford Property.
UST = underground storage tank.
ZGA = Zipper Geo Associates.

Sources:
Aerial photograph obtained from ArcGIS Online.
Excavation extents surveyed by Pacific Geomatic Services, Inc. in March 2020.
Property parcel boundaries surveyed by Wilson Engineering, LLC.
Adjacent parcel boundaries obtained from Skagit County.



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Figure 3
Geologic Cross Section A-A'
North Cascade Ford Property
116 West Ferry Street, Sedro-Woolley, Washington

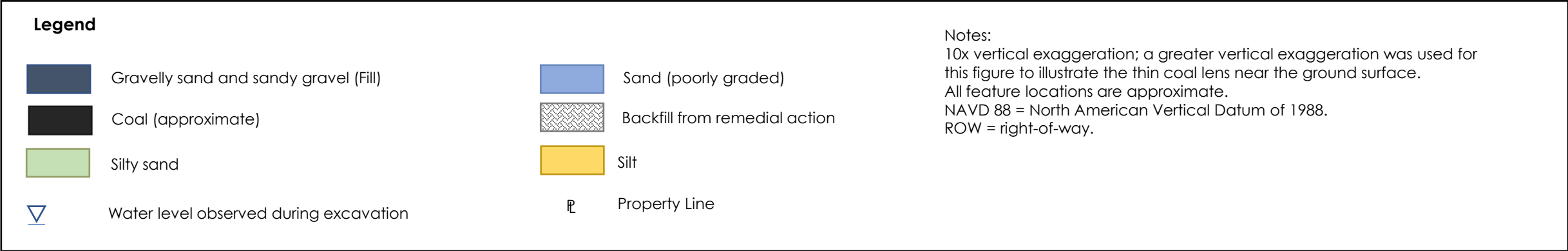
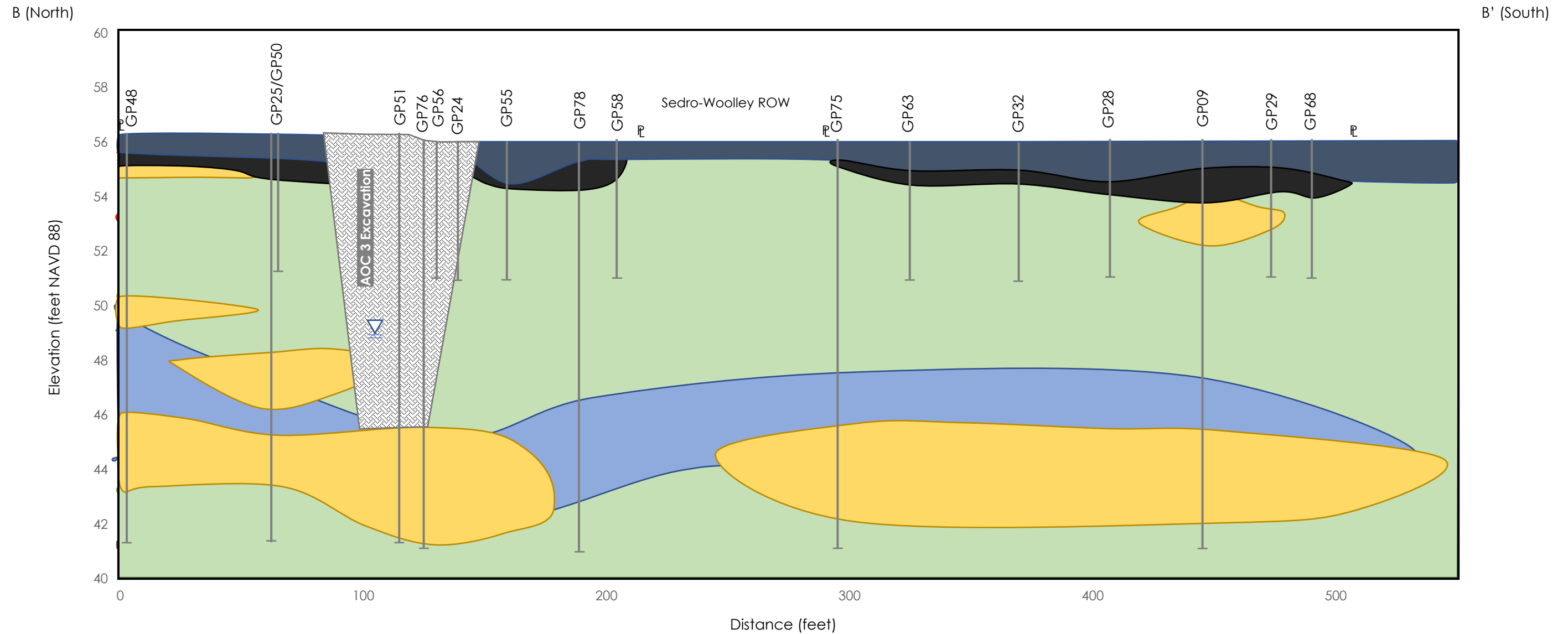


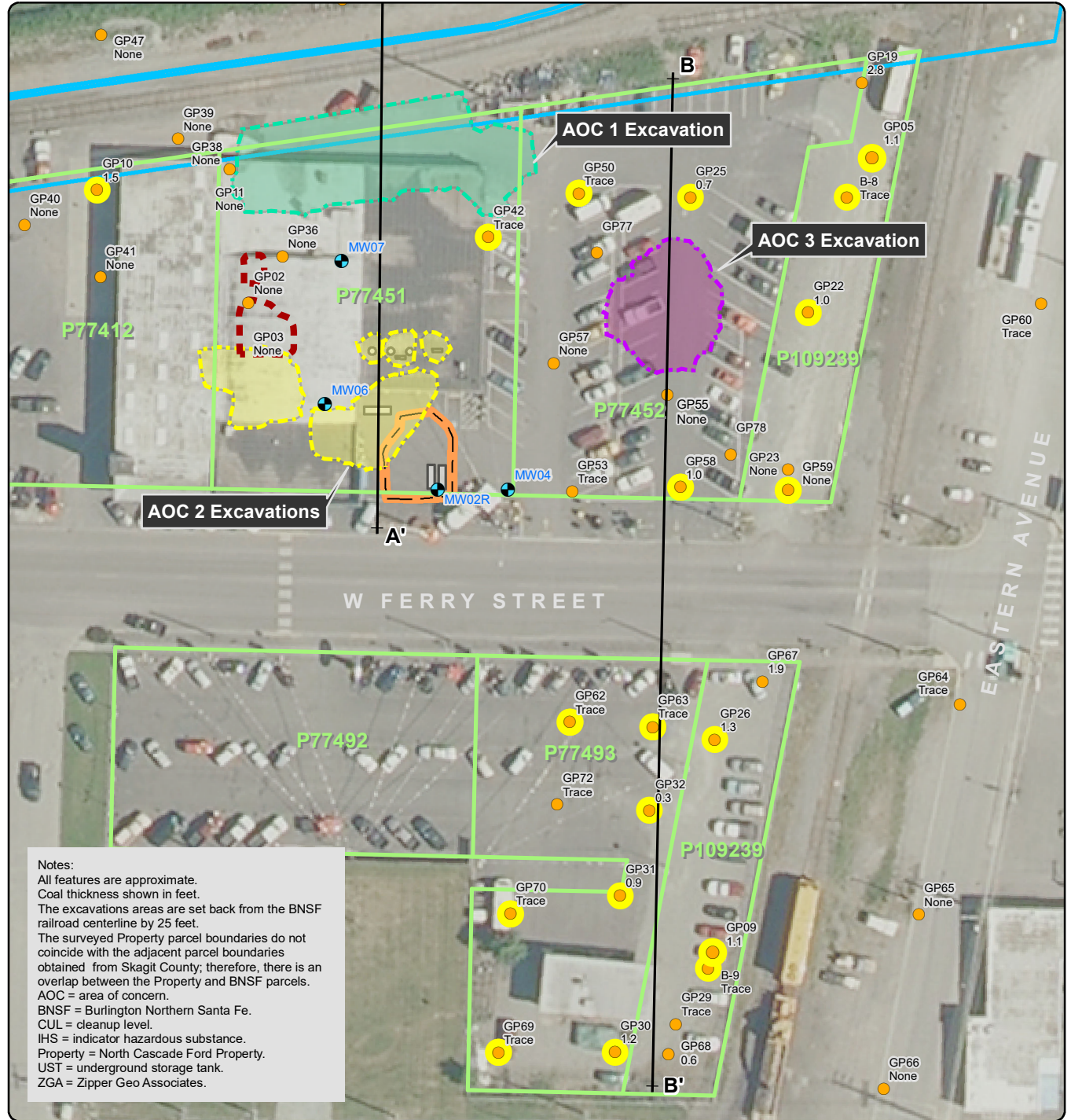
Legend

- | | |
|---|--|
|  Gravelly sand and sandy gravel (Fill) |  Property Line |
|  Silt |  Sand (poorly graded) |
|  Silty sand |  Backfill from remedial action |
|  Water level observed during excavation. |  Remaining PCS |
| |  BNSF Railroad |

Notes:
 4x vertical exaggeration.
 All feature locations are approximate.
 Water levels were measured on October 17, 2018.
 Units are dashed where inferred.
 BNSF = Burlington Northern Santa Fe Railway Company.
 NAVD 88 = North American Vertical Datum of 1988.
 PCS = petroleum contaminated soil.
 ROW = right-of-way.

Figure 4
Geologic Cross Section B-B'
North Cascade Ford Property
116 West Ferry Street, Sedro-Woolley, Washington





Sources:
 Aerial photograph obtained from ArcGIS Online.
 Excavation extents surveyed by Pacific Geomatic Services, Inc. in March 2020.
 Property parcel boundaries surveyed by Wilson Engineering, LLC.
 Adjacent parcel boundaries obtained from Skagit County.

Legend

- Boring Location (with ID and coal thickness)
- CUL Exceedance of coal-related IHS
- Monitoring Well
- +— Cross Section
- UST Interim Action (MFA, 2016)
- Hoist Removal Excavation (ZGA, 2017)
- Property Parcel
- BNSF-owned Parcel
- Skagit County Parcel

Figure 5 Observed Extent of Coal Residues

North Cascade Ford Property
Sedro-Woolley, Washington



ATTACHMENT A

COMPLIANCE MONITORING REPORT



GROUNDWATER COMPLIANCE MONITORING PLAN

NORTH CASCADE FORD PROPERTY
SEDRO-WOOLLEY, WASHINGTON



Prepared for
VSF PROPERTIES, LLC
July 8, 2020
Project No. 0747.01.11

Prepared by
Maul Foster & Alongi, Inc.
1329 N State Street, Suite 301, Bellingham, WA 98225

GROUNDWATER COMPLIANCE MONITORING PLAN
NORTH CASCADE FORD PROPERTY
SEDRO-WOOLLEY, WASHINGTON

*The material and data in this plan were prepared
under the supervision and direction of the undersigned.*

MAUL FOSTER & ALONGI, INC.

07-08-2020

James J. Maul, LHG
Principal Hydrogeologist



Carolyn R. Wise, LG
Project Geologist

CONTENTS

TABLES AND ILLUSTRATIONS	IV
ACRONYMS AND ABBREVIATIONS	V
1 INTRODUCTION	1
1.1 PURPOSE OF GROUNDWATER COMPLIANCE MONITORING PLAN	1
2 BACKGROUND	2
2.1 SITE DESCRIPTION	2
2.2 SITE HISTORY AND OPERATIONS	2
2.3 REMEDIAL ACTIONS	3
3 CONCEPTUAL SITE MODEL	4
3.1 GEOLOGY AND HYDROGEOLOGY	4
3.2 RESIDUAL CONTAMINATION	5
4 MONITORING PROGRAM	7
4.1 MONITORING OBJECTIVES	7
4.2 POINT OF COMPLIANCE	8
4.3 GROUNDWATER MONITORING NETWORK	8
4.4 SAMPLING AND ANALYSIS	9
4.5 QUARTERLY REPORTING	9
5 NOTIFICATION REQUIREMENTS	10
6 SCHEDULE	10
LIMITATIONS	
REFERENCES	
TABLES	
FIGURES	
APPENDIX A	
WELL COMPLETION LOGS	
APPENDIX B	
SAMPLING AND ANALYSIS PLAN	

TABLES AND ILLUSTRATIONS

FOLLOWING PLAN:

TABLES

- 3-1 HISTORICAL GROUNDWATER ANALYTICAL RESULTS
- 4-1 SAMPLING AND ANALYSIS SUMMARY

FIGURES

- 1-1 SITE LOCATION
- 1-2 SITE FEATURES
- 2-1 REMEDIAL ACTION AREAS
- 4-1 PROPOSED MONITORING WELL NETWORK

ACRONYMS AND ABBREVIATIONS

AOC	area of concern
bgs	below ground surface
BNSF	Burlington Northern Santa Fe Railway Company
CAP	cleanup action plan
CMP	compliance monitoring plan
cPAH	carcinogenic polycyclic aromatic hydrocarbon
CPOC	conditional point of compliance
CUL	cleanup level
DRO	diesel-range organics
Ecology	Washington State Department of Ecology
FS	feasibility study
GRO	gasoline-range organics
IHS	indicator hazardous substance
IRA	interim remedial action
LNAPL	light nonaqueous-phase liquid
MTCA	Model Toxics Control Act
NWTPH	Northwest Total Petroleum Hydrocarbon
ORC-A	Regenesis Oxygen Release Compound Advanced®
ORO	heavy-oil-range organics
PCS	petroleum-contaminated soil
POC	point of compliance
the Property	116 W. Ferry Street in Sedro-Woolley, Washington
RA	remedial action
RI/FS	remedial investigation and feasibility study
SIM	selected ion monitoring
the Site	the North Cascade Ford site
USEPA	U.S. Environmental Protection Agency
UST	underground storage tank
WAC	Washington Administrative Code

1 INTRODUCTION

Maul Foster & Alongi, Inc. (MFA), has prepared this groundwater compliance monitoring plan (CMP) on behalf of VSF Properties, LLC, for the North Cascade Ford property, located at 116 W. Ferry Street in Sedro-Woolley, Washington (the Property) (see Figure 1-1). The Property is part of the North Cascade Ford Site (Site), which the Washington State Department of Ecology (Ecology) has designated Facility Site No. 58313566 and Cleanup Site No. 12075. The Site includes the Property and a portion of the adjacent property to the north, owned by the Burlington Northern Santa Fe Railway Company (BNSF) (see Figure 1-1). The remedial investigation (RI) identified environmental impacts in four areas of the Site, referred to as areas of concern (AOCs) 1 through 4 (Figure 1-2) (MFA, 2015, 2017b). Between February and March 2020, a remedial action (RA) was conducted in AOCs 1 through 3 on the Site as described in the completion report, to which this CMP is an appendix. No remediation was required in AOC 4.

This groundwater CMP was developed in accordance with the compliance monitoring requirements as put forth in the Washington State Model Toxics Control Act (MTCA) (Washington Administrative Code [WAC] 173-340-410).

1.1 Purpose of Groundwater Compliance Monitoring Plan

This groundwater CMP provides procedures for groundwater compliance monitoring following the completion of the 2020 RA. The recently completed RA included removal of the building, removal of 2,686 cubic yards of contaminated soil in AOCs 1,2, and 3, removal of hydraulic hoists and associated soil contamination, removal of a formerly unknown abandoned UST, removal of 124,200 gallons of contaminated groundwater, and in situ treatment of groundwater.

The objectives of this CMP are to:

- Identify existing groundwater monitoring wells in the compliance groundwater monitoring network.
- Identify groundwater monitoring wells adjacent to, or in the footprint of treated groundwater to allow for confirmation that cleanup levels (CULs) in groundwater are being met.
- Describe the CULs for the Site.
- Provide guidelines and criteria for each stage of monitoring, including criteria for assessing compliance with CULs and monitoring frequency.
- Provide decision process diagrams to identify contingent actions to be implemented in response to monitoring well network noncompliance with CULs, as well as the criteria for triggering such actions.
- Provide criteria for decommissioning monitoring wells.

- Define requirements for terminating the groundwater monitoring program.

2 BACKGROUND

2.1 Site Description

The Property is located in section 24 of township 35 north and range 4 east of the Willamette Meridian and is zoned for retail trade (automotive, marine craft, aircraft, and accessories). The physical address for the Property is 116 W. Ferry Street in Sedro-Woolley, Washington (see Figure 1-1). The approximately 3.5-acre Property comprises nine tax parcels and is bisected by W. Ferry Street (see Figure 1-2). Two of the Property parcels have the same parcel identification number (P109239), but are separate parcels divided by the W. Ferry Street right-of-way. The parcels north of W. Ferry Street are bordered by an active BNSF rail line and industrial property to the north, and an active fueling station and automobile parts store to the west. The parcels south of W. Ferry Street are bordered by Rita Street and residential properties to the west, and W. Woodworth Street, an electrical substation, and residential properties to the south. Property parcels are bordered by an inactive rail line, Eastern Avenue, and commercial properties to the east.

An automobile sales and service building (shown on Figure 1-2 as “former auto sales & service”) was formerly located on the northern half of the Property. An office building formerly used for small loan services is located on the southern half of the Property.

2.2 Site History and Operations

Historically, the Property was used for a variety of operations prior to its conversion to an automobile dealership and repair shop in the 1950s. The Property has contained residences, a gasoline station, a hospital, a feed mill and storage facility, a hotel, railroad depots, a veterinary office, a fuel and transfer station, and an electric plant (MFA, 2015).

Based on historical aerial photographs, Sanborn fire insurance maps, and interviews, a building used for battery servicing and tire vulcanizing was located on parcel number P77410 from as early as 1925 to as late as 1953 (see Figure 1-2). Coal storage sheds associated with the railroad depots were located on parcel number P109239 from the early 1900s to the 1950s. The electric plant operated on parcel number P77451 as early as 1907 and was replaced by a woodshed and wood yard in the 1920s. The wood yard was replaced by the original automobile dealership in the 1950s, which in the 1970s expanded to its current size. A heating-oil underground storage tank (UST) and a leaded-gasoline UST associated with the automobile dealership, and formerly located southeast of the auto sales and service building, were closed in place in the 1960s and removed during an interim remedial action (IRA) in 2016 (MFA, 2016). From 1979 through the 1990s, the remaining Property parcels were converted to parking areas associated with the automobile dealership. The loan services office building was constructed in 2007.

2.3 Remedial Actions

An IRA completed at the Site in October 2016 (MFA, 2016) Included the following elements:

- Decommissioning of two approximately 1,000-gallon USTs in AOC 2
- Decommissioning of one monitoring well (MW02)
- Excavation and off-site disposal of approximately 600 tons of petroleum-contaminated soil (PCS) in AOC 2
- Construction dewatering to control groundwater inflow and prevent standing water in the excavation
- Construction dewatering fluid treatment using an on-site water treatment system, which included one 20,000-gallon Baker Tank, particulate filter units, and granular reactivated carbon vessels
- Application of an in situ treatment compound (Regenesis Oxygen Release Compound Advanced® [ORC-A]) during excavation backfilling
- Excavation backfilling with clean import fill

An RA completed at the Site in March 2020 included the following primary elements:

- Demolition of the former auto sales and service building.
- Completion of an asbestos-containing-materials abatement at the former auto sales and service building.
- Decommissioning of an abandoned approximately 1,000-gallon UST in AOC 2.
- Removal of two underground hoists (one single hoist and one double hoist) and an associated reservoir tank and sump.
- Excavation and off-site disposal of approximately 3,600 tons of PCS (see soil disposal receipts in Appendix F of the completion report, to which this CMP is an appendix).
- Decommissioning of three monitoring wells (MW01, MW05, and MW08).
- Construction dewatering to control groundwater inflow and prevent standing water in the excavation.
- Construction dewatering fluid treatment using an on-site water treatment system, which included four 20,000-gallon Baker Tanks, particulate filter units, and granular reactivated carbon vessels.
- Application of in situ treatment compound ORC-A during excavation backfilling.
- Excavation backfilling with clean import fill and clean overburden soil from the excavation. All reused overburden soil was characterized by laboratory analysis as suitable for this purpose.

Further information associated with the RA is provided in the completion report, to which this CMP is an appendix. Figure 2-1 illustrates the extent of soil excavation during the 2020 RA and the wells that were decommissioned.

3 CONCEPTUAL SITE MODEL

The following is a summary of the investigation findings and the conceptual site model, as presented in the preliminary remedial investigation and feasibility study (RI/FS), CAP, and FS addendum (MFA, 2015, 2018a,b).

3.1 Geology and Hydrogeology

The Property is located on a relatively flat alluvial plain between the Skagit River and Lyman Hill to the northeast. The Property is generally flat, graded, and covered by buildings or pavement; the ground surface elevation is approximately 56 feet above sea level. The rail lines on the adjacent BNSF property to the north and on the property to the east were constructed on raised berms.

Brickyard Creek flows southwest approximately 2,800 feet north of the Property. The Skagit River flows west approximately 7,000 feet south of the Property (see Figure 1-1).

The subsurface geology was observed during excavation performed as part of the RA, as discussed in the completion report to which this plan is an appendix. The following discussion is based on those observations.

The Site is underlain by approximately 1- to 2.5-feet of fill, which in turn is underlain by brown to gray sandy silt with lenses of fine to medium sand to a depth of approximately 10 feet below ground surface (bgs). At that depth, a layer of well-sorted, medium sand, with traces of woody debris, extended to the maximum excavation depth of 15 feet bgs. During excavation activities, groundwater was typically first encountered between approximately 7 and 9 feet bgs. This is contrasted by depth-to-water measurements prior to excavation showing the water levels in monitoring wells at approximately 4 feet bgs.

Historically, water levels estimated potentiometric surface maps have shown groundwater variable and inconsistent groundwater flow at the Site. Based on observations during excavation, silt lenses appear at varying depths and are variously interbedded with silty sand to poorly graded sand. These conditions were observed throughout each AOC excavation at varying depths with zones of overlying thin perched zones. Observations made during excavation make clear that the variable stratigraphy at the Site create very localized confining conditions that, vary from location to location. These localized perching and confining conditions explain the variability in hydraulic heads measured at the Site and lack of a clear correlation between hydraulic head measurements in monitoring well. Direct observation in excavations reveal that shallow groundwater is hydraulically discontinuous and there is no true groundwater flux in the shallow hydraulic system. This is also consistent with the relatively

localized distribution of groundwater contamination co-located with source areas in soil (see Figure 4-1).

Information regarding nearby private and public drinking water wells is included in the preliminary RI/FS (MFA, 2015). Additional information on the geology, hydrogeology, and surface water of the Property and surrounding area is also included in the preliminary RI/FS and the FS addendum (MFA, 2015, 2018b). There are no groundwater beneficial uses impacted by the Site and the shallow groundwater at the Site is likely to nonpotable.

3.2 Residual Contamination

The Site includes soil contamination remaining after completion of the 2020 RA in AOCs 1, 2, and 3:

- **AOC 1:** Concentrations of diesel-range organics (DRO) and lube-oil-range organics (ORO) above MTCA Method A CULs in soil remain in place along the northern sidewall of AOC 1 on the BNSF property. Removal of this contamination was not possible because of the BNSF required rail line setbacks and property access agreement restrictions. A 40-millimeter-thick, high-density polyethylene liner was placed along the northern sidewall to prevent contaminated soil from contacting clean backfill. The 40-millimeter liner is not intended to be a hydraulic barrier.
- **AOC 2:** Concentrations of gasoline-range organics (GRO) and DRO above MTCA Method A CULs were detected in one sidewall sample (A2-ESW1; GRO at 150 milligrams per kilogram [mg/kg]) and one base sample (A2-BASE8; DRO at 2,200 mg/kg) at 8.5 and 10 feet bgs, respectively. Both samples were taken at depths that are approximately at, or below the seasonal low water levels in groundwater. ORC-A amended backfill was placed in the AOC 2 excavation to treat this contamination along with remaining groundwater contamination in AOC 2. Confirmation that CULs are met will be determined through the CMP. Groundwater impacts associated with this AOC do not extend south of the Property (MFA, 2017b).
- **AOC 3:** All base and sidewall samples collected during the 2020 RA were below the respective MTCA Method A CULs for DRO, ORO, GRO and BTEX.

Coal is present in shallow soil on the eastern portion of the Property at depths up to 2.6 feet bgs (MFA, 2018b). Chemicals associated with the presence of coal in AOC 3 include metals (arsenic, cadmium, and lead), carcinogenic polycyclic aromatic hydrocarbons (cPAHs), and total naphthalenes. These chemicals are present in AOC 3 above their respective MTCA Method A CULs. Note, the extent of coal contamination is defined to the east. There were no CUL exceedances in soil in the Eastern Avenue right-of-way, east of the Property (MFA, 2017a). Coal-related contamination likely does remain on adjacent property owned by BNSF. The coal residuals on the Property are currently capped by asphalt or gravel. There are no groundwater impacts associated with the coal residues. The coal residues occur as a thin layer, over a relatively large portion of the eastern part of the Property. Because of the large area removal is impractical, a site management plan will be

relied upon to describe handling, sampling, and disposal procedures for any ground-disturbing activity within this portion of the Property.

3.2.1 Indicator Hazardous Substances

Per WAC 173-340-703, indicator hazardous substances (IHSs) are the subset of hazardous substances present at a site that require monitoring and analysis during any phase of RA for the purpose of characterizing a site or establishing cleanup requirements for that site. Consistent with WAC 173-340-703, when defining cleanup requirements at a site that is contaminated with a relatively large number of hazardous substances, Ecology may eliminate from consideration those that contribute a small percentage of the overall threat to human health and the environment. The remaining hazardous substances can then serve as IHSs for purposes of defining site cleanup requirements.

As described in the CAP and the FS addendum, chemicals that exceeded MTCA Method A or B (as applicable) CULs at least once were selected as IHSs, with the exception of dissolved ferrous iron in groundwater (MFA, 2018a,b). In accordance with WAC 173-340-703, MFA has revised the IHSs for the Site given additional sampling and remediation efforts completed during the 2020 RA (MFA, 2020a). The following IHSs were identified for the respective AOCs:

3.2.1.1 AOC 1

The following IHSs were identified for AOC 1:

- **Soil:** DRO, ORO, GRO, cPAHs
- **Groundwater:** DRO, ORO, and GRO

In the CAP and FS addendum, polychlorinated biphenyls, lead, and total naphthalenes were identified as soil IHSs in AOC 1 (MFA, 2018a,b). All locations with detections of these chemicals above MTCA Method A CULs were removed during the 2020 RA. Therefore, these chemicals were not retained as IHSs in soil for this AOC. Except for one boring (GP10), all locations with cPAHs detections in AOC 1 have been removed during the 2020 RA. Therefore, cPAHs were retained as an IHS for soil for this AOC.

In the CAP and FS addendum, 1,2,3-trichloropropane, 1,4-dichlorobenzene, and chlorobenzene were identified as groundwater IHSs in AOC 1 due to their elevated concentrations in one temporary reconnaissance boring (GP01) (MFA, 2017a). This location was excavated during the 2020 RA. Therefore, these chemicals were not retained as an IHSs in groundwater for this AOC.

3.2.1.2 AOC 2

The following IHSs were identified for AOC 2:

- **Soil:** DRO, ORO, and GRO
- **Groundwater:** DRO, ORO and GRO

In the CAP and FS addendum, total naphthalenes were identified as soil and groundwater IHSs in AOC 2 (MFA, 2018a,b). However, total naphthalenes have not been detected in groundwater above the MTCA Method A CUL within this AOC and all locations with detections of total naphthalenes above MTCA Method A CULs in soil were removed during the 2020 RA (MFA,2020). Therefore, total naphthalenes were not retained as an IHS for this AOC.

During the 2020 RA, concentrations of GRO and ORO above MTCA Method A CULs were identified in confirmation soil samples collected from below the water table in the AOC 2 excavation. Therefore, GRO and ORO are now considered an IHS for this AOC. GRO and ORO will be included in compliance monitoring associated with AOC 2, as described in Section 4.4.

3.2.1.3 AOC 3

- **Soil:** cPAHs, arsenic, cadmium, lead, total naphthalenes
- **Groundwater:** DRO, ORO, GRO, benzene, and total naphthalenes

In the CAP and FS addendum, DRO, ORO, GRO, total xylenes, benzene, and ethylbenzene were identified as IHSs in soil AOC 3 (MFA, 2018a,b). The 2020 RA has since removed concentrations of these chemicals above MTCA Method A CULs. Therefore, these chemicals were not retained as IHSs in soil for this AOC.

3.2.2 Distribution of Indicator Hazardous Substances in Groundwater

Groundwater monitoring data from 2012 to 2019 were evaluated to assess groundwater CUL exceedances at the Site. The MTCA Method A CULs for groundwater were established as the applicable CULs for the Site. Table 3-1 presents a summary of groundwater analytical results based on groundwater monitoring events conducted between May 2012 and March 2019. Figure 4-1 shows the estimated extent of the dissolved-phase petroleum hydrocarbon plume at the Site associated with the respective AOCs. The estimated extent of the dissolved-phase petroleum hydrocarbon plume encompasses groundwater contamination of other chemicals.

4 MONITORING PROGRAM

This section describes the groundwater monitoring program, including identification of the monitoring well network, stages of monitoring, sampling and analysis program, and a decision-making process for continuation or cessation of monitoring in each well or the need for implementation of contingent actions.

4.1 Monitoring Objectives

The primary objectives of groundwater monitoring are to:

- Assess the effectiveness of the 2020 RA.
- Evaluate ongoing groundwater quality conditions.
- Evaluate compliance with MTCA Method A CULs.
- Evaluate the IHS concentration trends of the dissolved-phase plume (i.e., whether IHS concentrations are declining, stabilizing, or increasing) and whether the lateral extent of contamination is stable or migrating.

4.2 Point of Compliance

The point of compliance (POC) is the point or points where the groundwater CULs must be attained for a site to be in compliance with the cleanup standards. The standard POC is groundwater throughout the Site from the uppermost level of the saturated zone extending vertically to the lowest depth that could potentially be affected by the Site. Groundwater CULs shall be attained in all groundwater from the POC to the outer boundary of the hazardous-substance plume.

4.3 Groundwater Monitoring Network

To meet the groundwater monitoring requirements in WAC 173-340-410, quarterly groundwater monitoring activities will be conducted at the Site. Because there is not true direction of groundwater flow at the Site, compliance monitoring wells will be installed in the footprint of former excavations where the presence of groundwater contamination was confirmed prior to remediation. (see Figure 4-1). Further, proposed wells are anticipated to act as sentry, upgradient, and dissolved-phase plume wells.

Groundwater monitoring will be conducted at the following wells in AOCs 1 through 3:

- AOC 1
 - MW01R and MW09
 - Water level only: MW07
- AOC 2
 - MW02R and MW10
 - Water level only: MW04R and MW06
- AOC 3
 - MW11

The installation of four new groundwater monitoring wells (MW01R, MW09, MW10, and MW11) in and adjacent to the RA excavations is proposed in order to evaluate the effectiveness of the RA and monitor the groundwater quality in each AOC.

Well construction logs for existing monitoring wells MW02R, MW03, MW04, MW06, and MW07 are included in Appendix A.

4.4 Sampling and Analysis

Groundwater monitoring will include measuring water levels and water quality parameters (e.g., dissolved oxygen, pH, temperature, specific conductance, and oxygen reduction potential); assessing the presence of light nonaqueous-phase liquid (LNAPL) and measuring its thickness, if it is present; and collection and analysis of groundwater samples for IHSs, as detailed below. Groundwater sampling will be conducted consistent with the methods and protocol outlined in the sampling and analysis plan (see Appendix B).

Listed below are the IHSs for which groundwater samples will be analyzed, including the specific analytical methods, or comparable methods deemed suitable and approved by Ecology (see Table 4-1):

- AOC 1:
 - GRO by Northwest Total Petroleum Hydrocarbon (NWTPH)-Gx Method
 - DRO and ORO by NWTPH-Dx Method
- AOC 2:
 - GRO by NWTPH-Gx Method
 - DRO and ORO by NWTPH-Dx Method
- AOC 3:
 - GRO by NWTPH-Gx Method
 - DRO and ORO by NWTPH-Dx Method
 - Benzene, toluene, ethylbenzene, and xylenes by USEPA Method 8021
 - Total naphthalenes by USEPA Method 8270 selected ion monitoring

The following activities will be conducted during each groundwater monitoring event:

- Groundwater sample collection and analysis from each applicable monitoring well for evaluating compliance with CULs
- Water level measurements in each applicable monitoring well for evaluating hydraulic gradient trends
- Analysis of IHS concentration trends relative to associated CULs

4.5 Quarterly Reporting

Quarterly groundwater monitoring reports will be prepared in accordance with Ecology requirements (WAC 173-340-840[5]) and submitted within 60 days of receipt of final laboratory analytical results. Quarterly monitoring reports will provide a description of sampling methodologies and field activities, analytical data, analytical laboratory reports and associated chains of custody, field measurements of

groundwater quality parameters and water levels, a discussion of analytical data trends, a comparison of analytical results to selected MTCA CULs, and data validation memoranda. Any deviations from this CMP will be explained. All final, validated data will be uploaded to Ecology's Environmental Information Management database within 30 days.

The reports will also include a description, along with a map, of the monitoring well network.

The data validation memoranda will provide a review of all raw data to verify that the laboratory has performed and documented the required quality assurance and quality control deliverables. The data will be validated against USEPA, Washington State, and laboratory-specific criteria for completeness and data usability.

5 NOTIFICATION REQUIREMENTS

Ecology will be notified 30 days before installation or replacement of groundwater monitoring wells and within 30 days of receipt of laboratory analyses indicating an IHS CUL exceedance or measurement of LNAPL in a monitoring well.

6 SCHEDULE

The groundwater monitoring activities outlined in this CMP will begin six months following completion of the RA (initiation of groundwater monitoring anticipated in October 2020) and will continue for four consecutive quarters. This CMP will be reevaluated after completion of four quarterly groundwater monitoring events. If CULs have been met at all monitoring network wells after four quarters, monitoring will be discontinued. If CULs are not met at one or more wells after four quarters, monitoring will continue on a quarterly basis.

LIMITATIONS

The services undertaken in completing this plan were performed consistent with generally accepted professional consulting principles and practices. No other warranty, express or implied, is made. These services were performed consistent with our agreement with our client. This plan is solely for the use and information of our client unless otherwise noted. Any reliance on this plan by a third party is at such party's sole risk.

Opinions and recommendations contained in this plan apply to conditions existing when services were performed and are intended only for the client, purposes, locations, time frames, and project parameters indicated. We are not responsible for the impacts of any changes in environmental standards, practices, or regulations subsequent to performance of services. We do not warrant the accuracy of information supplied by others, or the use of segregated portions of this plan.

REFERENCES

MFA. 2015. Preliminary remedial investigation and feasibility study, North Cascade Ford property, Sedro-Woolley, Washington. Maul Foster & Alongi, Inc., Bellingham, Washington. December 9.

MFA. 2016. Interim remedial action completion report, North Cascade Ford property, Sedro-Woolley, Washington. Maul Foster & Alongi, Inc., Bellingham, Washington. November 8.

MFA. 2017a. Letter (re: 2016 data gap investigation results, North Cascade Ford property, Sedro-Woolley, Washington) to L. Setchell, Helsell Fetterman LLP, from H. Good and J. Clary, Maul Foster & Alongi, Inc., Bellingham, Washington. January 24.

MFA. 2017b. Supplemental data gap investigation report, North Cascade Ford site, Sedro-Woolley, Washington. Maul Foster & Alongi, Inc., Bellingham, Washington. August 18.

MFA. 2018a. Cleanup action plan, North Cascade Ford property, Sedro-Woolley, Washington. Maul Foster & Alongi, Inc., Bellingham, Washington. March 30.

MFA. 2018b. Feasibility study addendum, North Cascade Ford property, Sedro-Woolley, Washington. Maul Foster & Alongi, Inc., Bellingham, Washington. November 21.

TABLES



Table 3-1
Historical Groundwater Analytical Results
VSF Properties, LLC, North Cascade Ford Property
Sedro-Woolley, Washington

AOC	Location	Sample Name	Collection Date:	Collection Depth (ft bgs) ^(a)	Benzene	Ethylbenzene	Toluene	Xylenes ^(b)	Gasoline-Range Organics	Diesel-Range Organics	Lube-Oil-Range Organics	Total Naphthalenes
MTCA Method A Cleanup Level:					5	700	1,000	1,000	800	500	500	160
1	MW01	MW1-W-8.5	05/15/2012	5.61-13.44	0.3	0.2 U	0.2 U	0.4 U	400	1,300	240	10.53
		FIELD DUPLICATE			0.3	0.2 U	0.2 U	0.4 U	380	1,200	220	11.36
		MW01-GW-20121019	10/09/2012	9.87-13.44	--	--	--	--	--	1,800	490	11.18
		MW01	04/10/2014	NM	0.2 U	0.2 U	0.2 U	0.4 U	250 U	1,700	870	--
		MWDUP			0.2 U	0.2 U	0.2 U	0.4 U	250 U	1,600	930	--
		MW01-GW-140618	06/18/2014	6.09-13.45	--	--	--	--	--	1,400	310	--
		FD-GW-140618			--	--	--	--	--	1,700	350	--
		MW01-GW-091014	09/10/2014	7.74-13.44	--	--	--	--	--	1,300	300	--
		FD-091014			--	--	--	--	--	1,400	390	--
		MW01-GW-121014	12/10/2014	6.08-13.46	--	--	--	--	--	2,400	1,400	--
		FD-121014			--	--	--	--	--	1,900	1,200	--
		MW01-GW-112816	11/28/2016	6.12-13.43	--	--	--	--	--	1,300	610 U	--
		MWDUP-GW-112816			--	--	--	--	--	1,300	590 U	--
		MW01-GW-042617	04/26/2017	5.35-13.40	--	--	--	--	100 U	620	510 J	--
		MWDUP-GW-042617			--	--	--	--	100 U	560	410 U	--
		MW01-GW-101718	10/17/2018	9.70-13.40	--	--	--	--	500 U	900	1,500	--
		MW01-GW-032819	03/28/2019	6.82-13.41	--	--	--	--	370 J	2,400	2,200	--
	MW05	MW05-GW-042617	04/26/2017	5.76-10.60	--	--	--	--	490	1,300	1,100	--
		MW05-GW-032819	03/28/2019	6.93-10.63	--	--	--	--	600 J	1,500	460	--
	MW07	MW07-GW-042617	04/26/2017	7.85-19.74	--	--	--	--	100 U	260 U	410 U	--
		MW07-GW-101718	10/17/2018	9.25-19.74	--	--	--	--	100 U	250 U	400 U	--
		MW07-GW-032819	03/28/2019	7.95-19.74	--	--	--	--	100 U	250 U	410 U	--
	MW08	MW08-GW-042617	04/26/2017	7.38-15.80	--	--	--	--	400 U	1,000	690	--
		MW08-GW-101718	10/17/2018	10.05-15.80	--	--	--	--	100 U	700	580	--
		MWDUP-GW-101718			--	--	--	--	500 U	780	970	--
		MW08-GW-032819	03/28/2019	6.85-15.82	--	--	--	--	100 U	950	460	--
		MWDUP-GW-032819			--	--	--	--	100 U	1,000	510	--
2	MW02 (decommissioned in September 2016)	MW2-W-9	05/16/2012	6.65-13.85	0.2 U	0.2 U	0.2 U	0.4 U	250 U	1,900	240	ND
		MW02-GW-20121019	10/09/2012	9.29-13.84	--	--	--	--	--	690	200 U	--
		MW02	04/10/2014	6.12-13.81	--	--	--	--	--	11,000	1,300	--
		MW02-GW-140618	06/18/2014	6.98-13.80	--	--	--	--	--	3,800	410	--
		MW02-GW-091014	09/10/2014	8.37-13.84	--	--	--	--	--	770	200 U	--
		MW02-GW-121014	12/10/2014	7.11-13.85	--	--	--	--	--	1,300	410	--
	MW02R (replacement well for MW02)	MW02R-GW-042617	04/26/2017	6.60-14.80	--	--	--	--	--	750	410 U	--
		MW02R-GW-101718	10/17/2018	9.90-14.80	--	--	--	--	--	480	450	--
		MW02R-GW-032819	03/28/2019	7.60-14.79	--	--	--	--	--	680	470	--



Table 3-1
Historical Groundwater Analytical Results
VSF Properties, LLC, North Cascade Ford Property
Sedro-Woolley, Washington

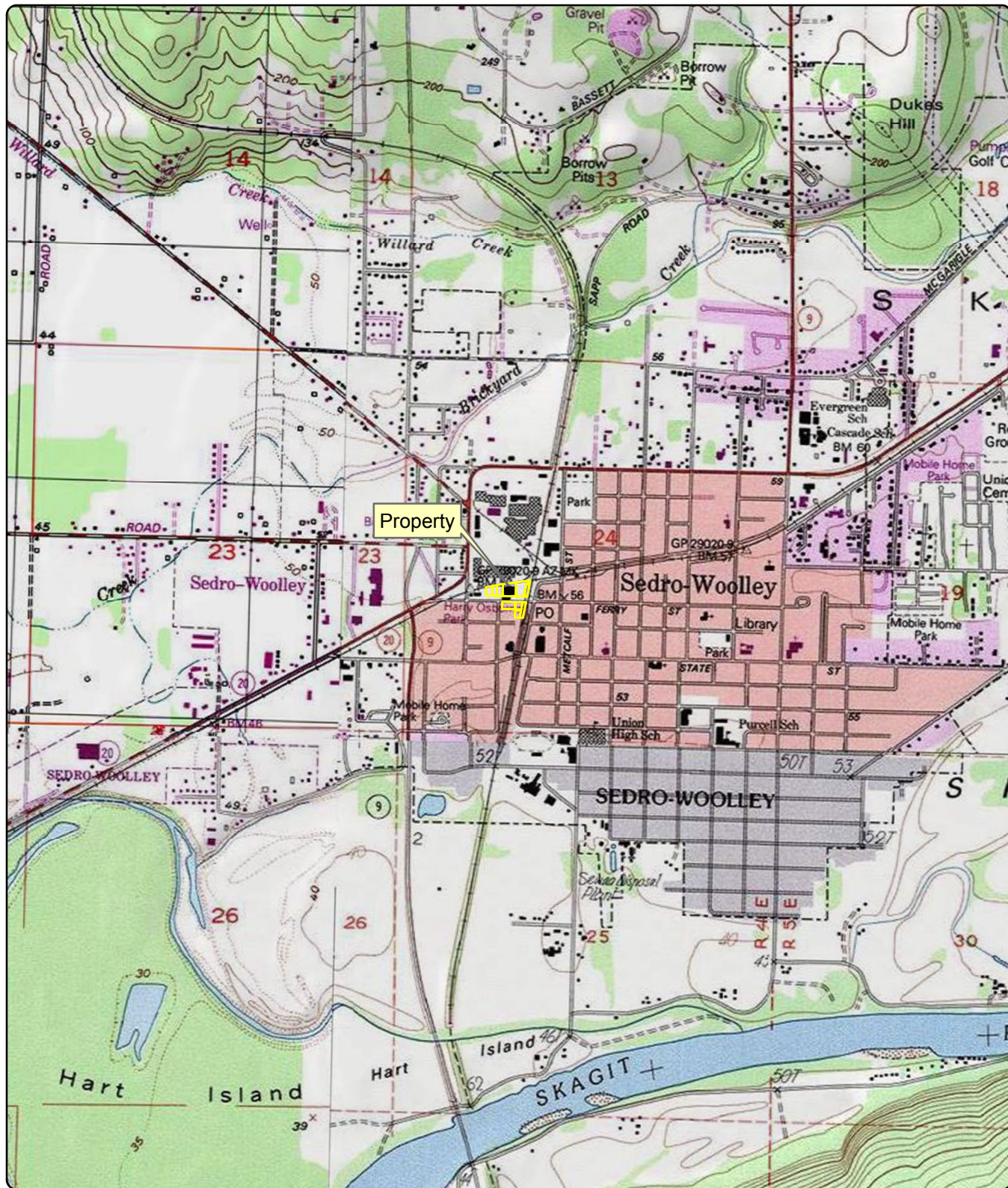
AOC	Location	Sample Name	Collection Date:	Collection Depth (ft bgs) ^(a)	Benzene	Ethylbenzene	Toluene	Xylenes ^(b)	Gasoline-Range Organics	Diesel-Range Organics	Lube-Oil-Range Organics	Total Naphthalenes
MTCA Method A Cleanup Level:					5	700	1,000	1,000	800	500	500	160
2	MW04	MW04-GW-042617	04/26/2017	6.39-13.60	--	--	--	--	--	260	450	--
		MW04-GW-101718	10/17/2018	10.23-13.60	--	--	--	--	--	250 U	420 U	--
		MW04-GW-032819	03/28/2019	7.40-13.58	--	--	--	--	--	260 U	410 U	--
	MW06	MW06-GW-042617	04/26/2017	7.66-19.74	--	--	--	--	--	260 U	410 U	--
		MW06-GW-101718	10/17/2018	10.6-19.74	--	--	--	--	100 U	250 U	400 U	--
		MW06-GW-032819	03/28/2019	5.73-13.88	--	--	--	--	100 U	260 U	410 U	--
3	GP51	GP51-W-11.0	11/16/2016	8.85-12.0	15 J	480 J	6.1 J	1000 J	7400 J	--	--	--
	GP76	GP76-W-10.0	04/25/2017	6.0-15.0	5.8	230	10 U	8.4	6900	2800 J	420 U	428
NOTES: Analytical results are shown in ug/L. CUL exceedances highlighted. Detected concentrations are compared to MTCA Method A CULs for groundwater. -- = not analyzed. AOC = area of concern. CUL = cleanup level. ft bgs = feet below ground surface. J = Result is an estimated value. MTCA = Model Toxics Control Act. ND = not detected. NM = Because of unanticipated presence of free product, water level not measured. NV = no value. U = Analyte not detected at or above method reporting limit. ug/L = micrograms per liter (parts per billion). ^(a)Sample collection depths are from top of water table or top of screened interval, whichever is deeper, to bottom of screened interval. ^(b)Total xylenes are sum of m,p-xylene and o-xylene. When both results are non-detect, the higher reporting limit is used.												

Table 4-1
Sampling and Analysis Summary
VSF Properties, LLC, North Cascade Ford Property
Sedro-Woolley, Washington

AOC	Well ID	Type of Monitoring Well		Monitoring Well Network Area		Analytical Schedule				
		Existing	New	Dissolved Phase	Water Level Only	DRO	ORO	GRO	BTEX	Naphth.
1	MW01R	--	X	X	--	X	X	X	--	--
	MW07	X	--	--	X	--	--	--	--	--
	MW09	--	X	X	--	X	X	X	--	--
2	MW02R	X	--	X	--	X	X	X	--	--
	MW04	X	--	--	X	--	--	--	--	--
	MW06	X	--	--	X	--	--	--	--	--
	MW10	--	X	X	--	X	X	X	--	--
3	MW11	--	X	X	--	X	X	X	X	X
NOTES: -- = not applicable. AOC = area of concern. BTEX = benzene, toluene, ethylbenzene, and total xylenes by USEPA Method 8021. DRO = diesel-range organics; analysis by NWTPH-Dx method. GRO = gasoline-range organics; analysis by NWTPH-Gx method. ID = identification. NWTPH = Northwest Total Petroleum Hydrocarbons. ORO = oil-range organics; analysis by NWTPH-Dx method. SIM = selected ion monitoring. Naphth. = total naphthalenes; analysis by USEPA Method 8270 SIM. USEPA = U.S. Environmental Protection Agency. X = yes.										

FIGURES





Property Address: 116 W Ferry Street, Sedro-Woolley, Washington
 Source: US Geological Survey (1990) 7.5-minute
 topographic quadrangle: Sedro-Woolley North
 Section 24, Township 35 North, Range 4 East

Legend

Property Parcel

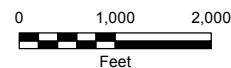
Figure 1-1 Site Location

North Cascade Ford Property
 Sedro-Woolley, Washington



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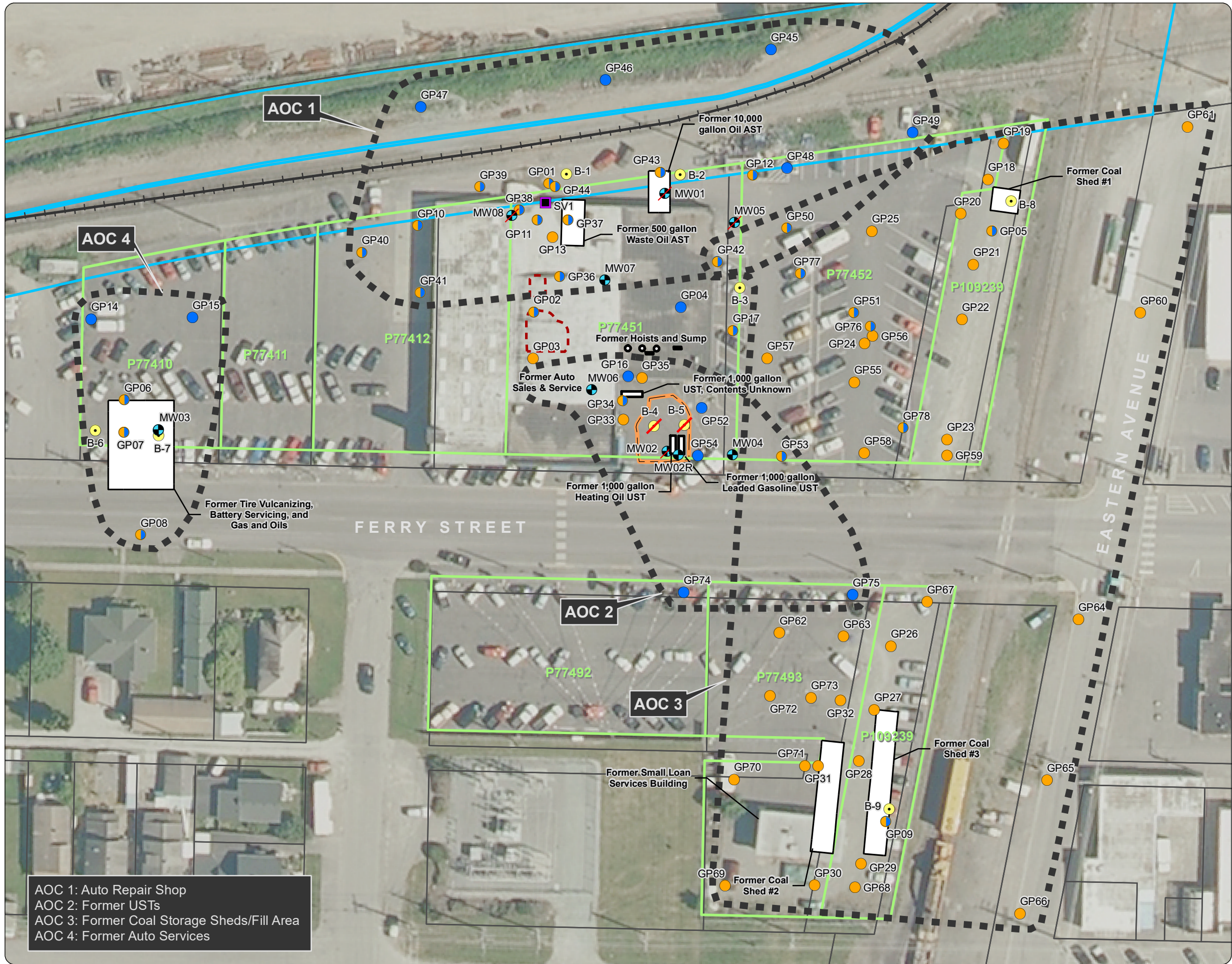


Figure 1-2
Site Features
North Cascade Ford Property
Sedro-Woolley, Washington

Legend

- Monitoring Well
- Decommissioned Monitoring Well
- Soil Boring (MFA)
- Reconnaissance Groundwater Boring (MFA)
- Soil & Reconnaissance Groundwater Boring (MFA)
- Phase II ESA Boring (WES, 2011)
- Phase II ESA Boring, Overexcavated (WES, 2011)
- Sub-slab Soil Vapor Probe
- BNSF Railroad Centerline
- UST Interim Action (MFA, 2016)
- Hoist Removal Excavation (ZGA, 2017)
- Property Parcel
- BNSF-owned Parcel

Notes:
The surveyed Property parcel boundaries do not coincide with the adjacent parcel boundaries obtained from Skagit County; therefore, there is an overlap between the Property and BNSF parcels.
AOC = area of concern.
AST = aboveground storage tank.
BNSF = Burlington Northern Santa Fe Railway.
ESA = environmental site assessment.
MFA = Maul Foster & Alongi, Inc.
Property = North Cascade Ford Property.
UST = underground storage tank.
WES = Whatcom Environmental Services.
ZGA = Zipper Geo Associates.

Sources:
Aerial photograph obtained from ArcGIS Online.
Property parcel boundaries surveyed by Wilson Engineering, LLC.
Adjacent parcel boundaries obtained from Skagit County.



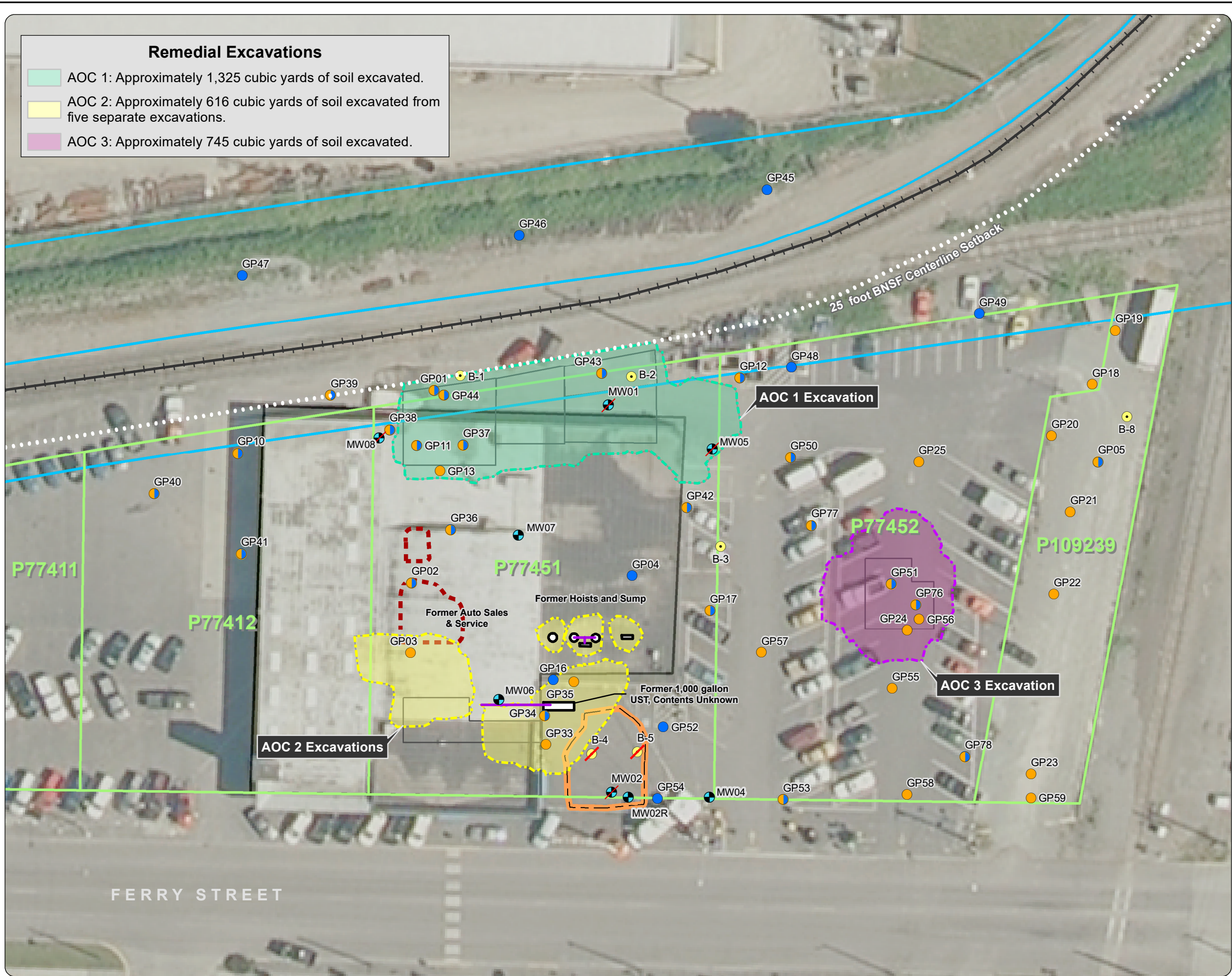


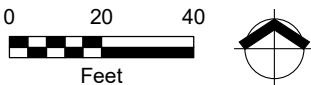
Figure 2-1
Remedial Action Areas
North Cascade Ford Property
Sedro-Woolley, Washington

Legend

- Monitoring Well
- Decommissioned Monitoring Well
- Phase II ESA Boring (WES, 2011)
- Phase II ESA Boring, Overexcavated (WES, 2011)
- Soil Boring (MFA)
- Reconnaissance Groundwater Boring (MFA)
- Soil & Reconnaissance Groundwater Boring (MFA)
- Product Line
- Projected Remedial Excavation Extent
- UST Removal Excavation (MFA)
- Hoist Removal Excavation (ZGA, 2017)
- Former Building Footprint
- Property Parcel
- BNSF-owned Parcel

Notes:
All features are approximate.
All structures on the property were removed prior to remedial action.
The excavations areas are set back from the BNSF railroad centerline by 25 feet.
The surveyed Property parcel boundaries do not coincide with the adjacent parcel boundaries obtained from Skagit County; therefore, there is an overlap between the Property and BNSF parcels.
AOC = area of concern.
BNSF = Burlington Northern Santa Fe.
ESA = environmental site assessment.
Property = North Cascade Ford Property.
UST = underground storage tank.
WES = Whatcom Environmental Services.
ZGA = Zipper Geo Associates.

Sources:
Aerial photograph obtained from ArcGIS Online.
Excavation extents surveyed by Pacific Geomatic Services, Inc. in March 2020.
Property parcel boundaries surveyed by Wilson Engineering, LLC.
Adjacent parcel boundaries obtained from Skagit County.



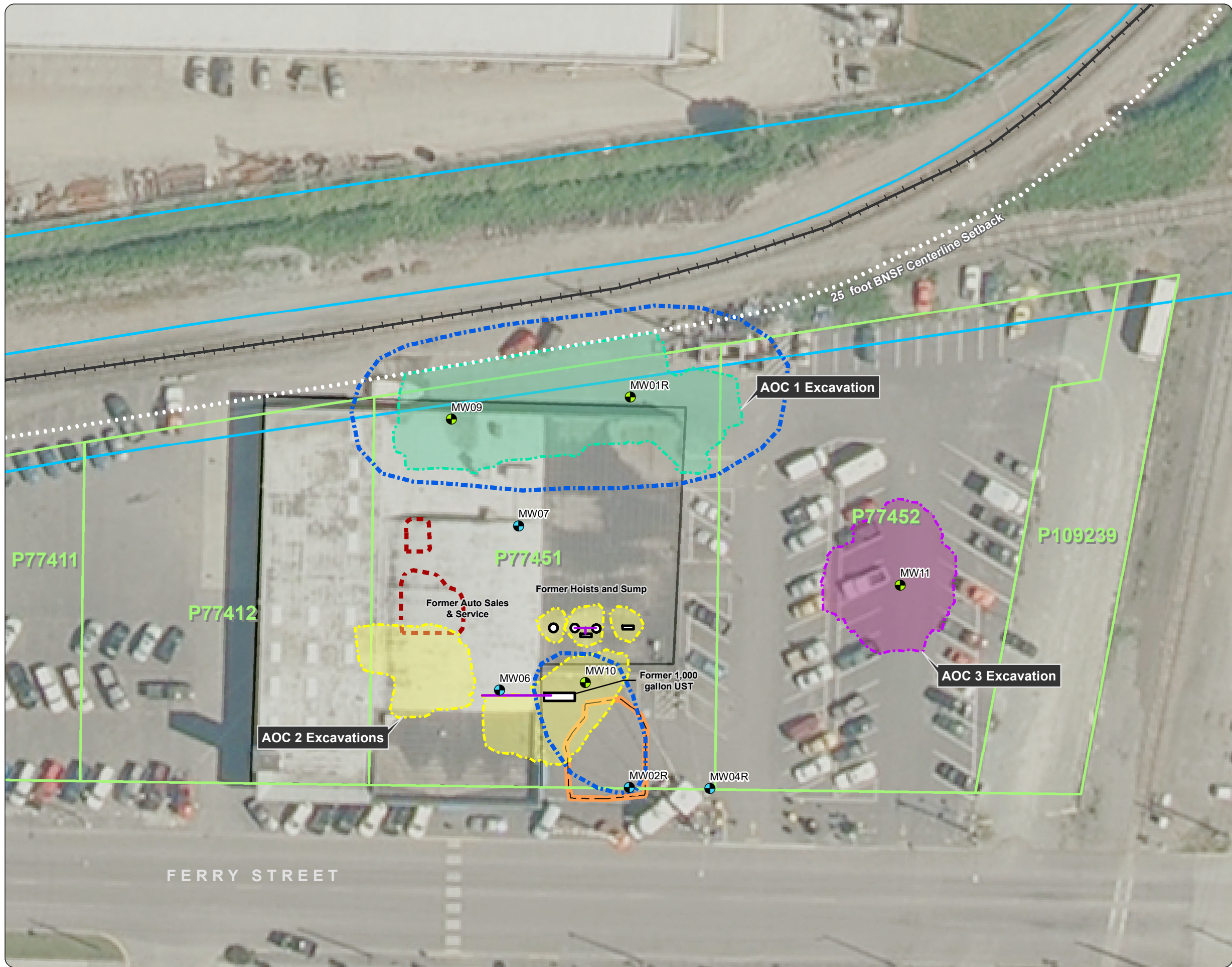


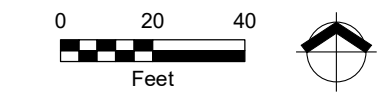
Figure 4-1
Proposed Compliance
Monitoring Well Network
North Cascade Ford Property
Sedro-Woolley, Washington

Legend

- Existing Monitoring Well
- Proposed Monitoring Well
- Product Line
- AOC 1 Excavation (MFA, 2020)
- AOC 2 Excavation (MFA, 2020)
- AOC 3 Excavation (MFA, 2020)
- Estimated Extent of Petroleum Impacts in Groundwater
- UST Interim Action (MFA, 2016)
- Hoist Removal Excavation (ZGA, 2017)
- Former Building Footprint
- Property Parcel
- BNSF-owned Parcel

Notes:
All features are approximate.
All structures on the property were removed prior to remedial action.
The excavations areas are set back from the BNSF railroad centerline by 25 feet.
The surveyed Property parcel boundaries do not coincide with the adjacent parcel boundaries obtained from Skagit County; therefore, there is an overlap between the Property and BNSF parcels.
AOC = area of concern.
BNSF = Burlington Northern Santa Fe.
Property = North Cascade Ford Property.
UST = underground storage tank.
ZGA = Zipper Geo Associates.

Sources:
Aerial photograph obtained from ArcGIS Online.
Excavation extents surveyed by Pacific Geomatic Services, Inc. in March 2020.
Property parcel boundaries surveyed by Wilson Engineering, LLC.
Adjacent parcel boundaries obtained from Skagit County.



APPENDIX A

WELL COMPLETION LOGS



Maul Foster & Alongi, Inc.

Geologic Borehole Log/Well Construction

Project Number
0747.01.07

Well Number
MW02R

Sheet
1 of 1

Project Name **VSF Properties, LLC - North Cascade Ford**
Project Location **116 W. Ferry Street, Sedro-Woolley, WA**
Start/End Date **4/24/17 to 4/24/17**
Driller/Equipment **Holt Services, Inc./Geoprobe 7822DT**
Geologist/Engineer **C. Wise and A. Kaparos**
Sample Method **Direct-Push**

TOC Elevation (feet)
Surface Elevation (feet)
Northing
Easting
Hole Depth **15.0-feet**
Outer Hole Diam **2.25-inch**

Depth (feet, BGS)	Well Details	Interval	Percent Recovery	Collection Method	Sample Data			Blows/6"	Lithologic Column	Soil Description
					Number	Name (Type)				
1		54	GP							0.0 to 0.5 feet: ASPHALT.
2										0.5 to 2.7 feet: SANDY GRAVEL WITH SILT (GW-GM); brownish gray; 20% fines; 40% sand, fine to coarse, angular to subangular; 40% gravel, fine to medium, angular to subangular; loose; trace micaceous fragments; no odor; dry. (FILL)
3										2.7 to 5.0 feet: no recovery.
4										
5		68	GP							5.0 to 6.1 feet: POORLY GRADED SAND (SP); light brown; 5% fines; 95% sand, very fine to fine, angular to subangular; medium dense; no odor; dry.
6										6.1 to 6.5 feet: POORLY GRADED SAND (SP); brown; 5% fines; 95% sand, medium, angular to subangular; no odor; moist to wet.
7										6.5 to 8.4 feet: POORLY GRADED SAND (SP); light brown; 10% fines; 90% sand, very fine to medium, angular to subangular; very loose; sheen; slight odor; trace wood debris; wet.
8										8.4 to 10.0 feet: no recovery.
9										
10		20	GP GW			MW02R-GW-042617				10.0 to 11.0 feet: POORLY GRADED SAND (SP); gray; 5% fines; 95% sand, medium, angular to subangular; wet.
11										11.0 to 15.0 feet: no recovery.
12										
13										
14										
15										

Total Depth = 15.0 feet bgs.
Borehole Completion Details:
0.0 to 15.0 feet: 3.75-inch borehole.
0.0 to 2.0 feet: Concrete.
2.0 to 3.0 feet: Bentonite chips hydrated with potable water.
3.0 to 15.0 feet: 10x20 silica sand filter pack.
Monitoring Well Completion Details:
Washington State Department of Ecology Well Tag Number: BKY-216
Traffic-grade, flush-mounted, monitoring well vault.
0.0 to 5.0 feet: 2-inch-diameter, schedule 40, polyvinyl chloride, riser pipe.
5.0 to 14.8 feet: 2-inch-diameter, schedule 40, polyvinyl chloride, 0.010 machine slot, prepacked well screen.
14.8 to 15.0 feet: 2-inch, schedule 40, polyvinyl chloride pipe end cap.

NOTES: 1. bgs = below ground surface. 2. Depths are relative to feet bgs. 3. GP = Geoprobe macro-core sampler.



Water level 6.5 feet bgs at time of drilling.



Water level 6.6 feet bgs during sampling.

GBLWC W:\GINT\GINT\PROJECTS\0747.01\MW02R TO MW08_GP74 TO GP78.GPJ 8/9/17

Maul Foster & Alongi, Inc.		Geologic Borehole Log/Well Construction								
		Project Number 0747.01.07		Well Number MW04		Sheet 1 of 1				
Project Name VSF Properties, LLC - North Cascade Ford Project Location 116 W. Ferry Street, Sedro-Woolley, WA Start/End Date 4/24/17 to 4/24/17 Driller/Equipment Holt Services, Inc./Geoprobe 7822DT Geologist/Engineer C. Wise and A. Kaparos Sample Method Direct-Push				TOC Elevation (feet) Surface Elevation (feet) Northing Easting Hole Depth 15.0-feet Outer Hole Diam 2.25-inch						
Depth (feet, BGS)	Well Details	Interval	Percent Recovery	Collection Method	Sample Data		Blows/6"	Lithologic Column	Soil Description	
					Number	Name (Type)				
1		54		GP					0.0 to 0.7 feet: ASPHALT.	
2									0.7 to 2.7 feet: POORLY GRADED SAND (SP); light brown; 5% fines; 95% sand, very fine to fine, angular to subangular; medium dense; no odor; dry to moist.	
3									@ 2.7 feet: moist.	
4									2.7 to 5.0 feet: no recovery.	
5		▽	60		GP					5.0 to 7.3 feet: POORLY GRADED SAND (SP); light brown; 5% fines; 95% sand, very fine to fine, angular to subangular; trace medium sand; loose to medium dense; no odor; wet.
6		▼								7.3 to 8.0 feet: POORLY GRADED SAND (SP); gray; 5% fines; 95% sand, medium, angular to subangular; loose; no odor; wet.
7										8.0 to 10.0 feet: no recovery.
8										
9					GW		MW04-GW-042617			
10			50		GP					10.0 to 11.3 feet: POORLY GRADED SAND (SP); gray; 5% fines; 95% sand, medium, angular to subangular; loose; no odor; wet.
11										11.3 to 12.5 feet: SILT (ML); gray; 95% fines, very soft; 5% sand, very fine to fine; no odor; wet.
12										
13										12.5 to 15.0 feet: no recovery.
14										
15										
Total Depth = 15.0 feet bgs. Borehole Completion Details: 0.0 to 15.0 feet: 3.75-inch borehole. 0.0 to 1.0 feet: Concrete. 1.0 to 2.0 feet: Bentonite chips hydrated with potable water. 2.0 to 15.0 feet: 10x20 silica sand filter pack. Monitoring Well Completion Details: Washington State Department of Ecology Well Tag Number: BKY-215 Traffic-grade, flush-mounted, monitoring well vault. 0.0 to 4.0 feet: 2-inch-diameter, schedule 40, polyvinyl chloride, riser pipe. 4.0 to 13.8 feet: 2-inch-diameter, schedule 40, polyvinyl chloride, 0.010 machine slot, prepacked well screen. 13.8 to 14.0 feet: 2-inch, schedule 40, polyvinyl chloride pipe end cap.										
NOTES: 1. bgs = below ground surface. 2. Depths are relative to feet bgs. 3. GP = Geoprobe macro-core sampler.										



Water level 5.0 feet bgs at time of drilling.



Water level 6.39 feet bgs during sampling.

Maul Foster & Alongi, Inc.

Geologic Borehole Log/Well Construction

Project Number
0747.01.07

Well Number
MW06

Sheet
1 of 2

Project Name **VSF Properties, LLC - North Cascade Ford**
Project Location **116 W. Ferry Street, Sedro-Woolley, WA**
Start/End Date **4/24/17 to 4/24/17**
Driller/Equipment **Holt Services, Inc./Geoprobe 7822DT**
Geologist/Engineer **C. Wise and A. Kaparos**
Sample Method **Direct-Push**

TOC Elevation (feet)
Surface Elevation (feet)
Northing
Easting
Hole Depth **20.0-feet**
Outer Hole Diam **2.25-inch**

Depth (feet, BGS)	Well Details	Interval	Percent Recovery	Sample Data			Blows/6"	Lithologic Column	Soil Description
				Collection Method	Number	Name (Type)			
1		46		GP					0.0 to 0.5 feet: WELL-GRADED GRAVEL (GW); gray; 5% sand, fine to coarse, angular to subrounded; 95% gravel, fine to coarse, angular to subrounded; no odor; dry.
2				GRAB		MW06-S-1.2			0.5 to 2.3 feet: POORLY GRADED SAND (SP); light brown; 5% fines; 95% sand, very fine to fine, angular to subangular; no odor; dry to moist.
3									2.3 to 5.0 feet: no recovery.
4									
5		64		GRAB		MW06-S-5.2			5.0 to 8.2 feet: SANDY SILT (ML); light brown; 70% fines, soft to stiff; 30% sand, very fine to fine; no odor; moist to wet.
6				GP		MW06-S-5.8			
7				GRAB					
8									8.2 to 10.0 feet: no recovery.
9									
10		66		GP					10.0 to 13.2 feet: SILT (ML); gray; 95% fines, soft; 5% sand, very fine; soft; intermittent lenses of fine sand; no odor; wet.
11									
12									
13				GW		MW06-GW-042617			13.2 to 15.0 feet: no recovery.
14									
15		60		GP					15.0 to 16.2 feet: SILT (ML); gray; 95% fines, soft; 5% sand; no odor; wet.
16									16.2 to 18.0 feet: POORLY GRADED SAND (SP); gray; 5% fines; 95% sand, medium, angular to subangular; no odor; wet.
17									
18									18.0 to 20.0 feet: no recovery.
19									
20									

NOTES: 1. bgs =below ground surface. 2. Depths are relative to feet bgs. 3. GP = Geoprobe macro-core sampler.



Water level 5.0 feet bgs at time of drilling.



Water level 7.66 feet bgs during sampling.

GBLWC W:\GINT\GINT\PROJECTS\0747.01\MW02R TO MW08_GP74 TO GP78.GPJ 8/9/17

GBLWC W:\GINT\GINT\PROJECTS\0747.01\MW02R TO MW08_GP74 TO GP78.GPJ 8/9/17

Maul Foster & Alongi, Inc.				Geologic Borehole Log/Well Construction						
				Project Number 0747.01.07			Well Number MW06		Sheet 2 of 2	
Depth (feet, BGS)	Well Details	Interval	Percent Recovery	Collection Method	Sample Data			Lithologic Column	Soil Description	
					Number	Name (Type)	Blows/6"			
Total Depth = 20.0 feet bgs. <u>Borehole Completion Details:</u> 0.0 to 20.0 feet: 3.75-inch borehole. 0.0 to 1.5 feet: Concrete. 1.5 to 3.0 feet: Bentonite chips hydrated with potable water. 3.0 to 20.0 feet: 10x20 silica sand filter pack. <u>Monitoring Well Completion Details:</u> Washington State Department of Ecology Well Tag Number: BKY-218 Traffic-grade, flush-mounted, monitoring well vault. 0.0 to 5.0 feet: 2-inch-diameter, schedule 40, polyvinyl chloride, riser pipe. 5.0 to 19.8 feet: 2-inch-diameter, schedule 40, polyvinyl chloride, 0.010 machine slot, prepacked well screen. 19.8 to 20.0 feet: 2-inch, schedule 40, polyvinyl chloride pipe end cap.										
NOTES: 1. bgs = below ground surface. 2. Depths are relative to feet bgs. 3. GP = Geoprobe macro-core sampler. Water level 5.0 feet bgs at time of drilling. Water level 7.66 feet bgs during sampling.										

Maul Foster & Alongi, Inc.

Geologic Borehole Log/Well Construction

Project Number
0747.01.07

Well Number
MW07

Sheet
1 of 2

Project Name **VSF Properties, LLC - North Cascade Ford**
Project Location **116 W. Ferry Street, Sedro-Woolley, WA**
Start/End Date **4/25/17 to 4/25/17**
Driller/Equipment **Holt Services, Inc./Geoprobe 7822DT**
Geologist/Engineer **C. Wise and A. Kaparos**
Sample Method **Direct-Push**

TOC Elevation (feet)
Surface Elevation (feet)
Northing
Easting
Hole Depth **20.0-feet**
Outer Hole Diam **2.25-inch**

Depth (feet, BGS)	Well Details	Interval	Percent Recovery	Sample Data			Blows/6"	Lithologic Column	Soil Description
				Collection Method	Number	Name (Type)			
1		46		GP					0.0 to 0.6 feet: WELL-GRADED GRAVEL (GW); gray; 5% sand, coarse, angular to subangular; 95% gravel, fine to medium, angular to subrounded; trace reddish brick fragments; no odor; dry. (FILL)
2				GRAB		MW07-S-1.2			0.6 to 2.3 feet: POORLY GRADED SAND (SP); light brown; 5% fines; 95% sand, very fine to fine; dense to loose; no odor; dry.
3									2.3 to 5.0 feet: no recovery.
4									
5		96		GP					5.0 to 6.0 feet: POORLY GRADED SAND (SP); light brown; 5% fines; 95% sand, very fine to fine; dense to loose; no odor; dry to moist.
6				GRAB		MW07-S-5.5			
7				GRAB		MW07-S-6.5			6.0 to 7.5 feet: SANDY SILT (ML); brownish gray; 70% fines, soft; 30% sand, very fine to fine; no odor; moist to wet.
8									@ 7.0 feet: wet.
9									7.5 to 9.8 feet: SILT (ML); light brown; 95% fines, soft; 5% sand, very fine; no odor; wet.
10									@ 8.5 feet: color change to gray.
11		60		GP					9.8 to 10.0 feet: no recovery.
12				GW		MW07-GW-042617			10.0 to 12.0 feet: SILT (ML); gray; 95% fines, soft; 5% sand, very fine; trace woody debris; no odor; wet.
13									12.0 to 13.0 feet: POORLY GRADED SAND (SP); gray; 5% fines, loose to dense; 95% sand, medium, angular to subangular; no odor; wet.
14									13.0 to 15.0 feet: no recovery.
15		20		GP					15.0 to 16.0 feet: POORLY GRADED SAND (SP); gray; 5% fines, loose to dense; 95% sand, medium, angular to subangular; no odor; wet.
16									16.0 to 20.0 feet: no recovery.
17									
18									
19									
20									

NOTES: 1. bgs =below ground surface. 2. Depths are relative to feet bgs. 3. GP = Geoprobe macro-core sampler.



Water level 7.0 feet bgs at time of drilling.



Water level 7.85 feet bgs during sampling.

GBLWC W:\GINT\GINT\PROJECTS\0747.01\MW02R TO MW08_GP74 TO GP78.GPJ 8/9/17

GBLWC W:\GINTGINTWPROJECTS\0747.01\MMW02R TO MW08_GP74 TO GP78.GPJ 8/9/17

Maul Foster & Alongi, Inc.				Geologic Borehole Log/Well Construction						
				Project Number 0747.01.07			Well Number MW07		Sheet 2 of 2	
Depth (feet, BGS)	Well Details	Interval	Percent Recovery	Collection Method	Sample Data			Lithologic Column	Soil Description	
					Number	Name (Type)	Blows/6"			
Total Depth = 20.0 feet bgs. <u>Borehole Completion Details:</u> 0.0 to 20.0 feet: 3.75-inch borehole. 0.0 to 1.5 feet: Concrete. 1.5 to 3.0 feet: Bentonite chips hydrated with potable water. 3.0 to 20.0 feet: 10x20 silica sand filter pack. <u>Monitoring Well Completion Details:</u> Washington State Department of Ecology Well Tag Number: BKY-219 Traffic-grade, flush-mounted, monitoring well vault. 0.0 to 5.0 feet: 2-inch-diameter, schedule 40, polyvinyl chloride, riser pipe. 5.0 to 19.8 feet: 2-inch-diameter, schedule 40, polyvinyl chloride, 0.010 machine slot, prepacked well screen. 19.8 to 20.0 feet: 2-inch, schedule 40, polyvinyl chloride pipe end cap.										
NOTES: 1. bgs = below ground surface. 2. Depths are relative to feet bgs. 3. GP = Geoprobe macro-core sampler. Water level 7.0 feet bgs at time of drilling. Water level 7.85 feet bgs during sampling.										

APPENDIX B

SAMPLING AND ANALYSIS PLAN



SAMPLING AND ANALYSIS PLAN

NORTH CASCADE FORD PROPERTY
SEDRO-WOOLLEY, WASHINGTON



Prepared for
VSF PROPERTIES, LLC
July 8, 2020
Project No. 0747.01.11

Prepared by
Maul Foster & Alongi, Inc.
1329 N State Street, Suite 301, Bellingham, WA 98225

SAMPLING AND ANALYSIS PLAN
NORTH CASCADE FORD PROPERTY
SEDRO-WOOLLEY, WASHINGTON

*The material and data in this plan were prepared
under the supervision and direction of the undersigned.*

MAUL FOSTER & ALONGI, INC.

07-08-2020

*James J. Maul, LHG
Principal Hydrogeologist*



*Carolyn R. Wise, LG
Project Geologist*

CONTENTS

TABLE	IV
ACRONYMS AND ABBREVIATIONS	V
1 INTRODUCTION	1
1.1 OBJECTIVES	1
2 ACCESS AND SITE PREPARATION	2
2.1 ACCESS	2
2.2 SITE PREPARATION	2
3 GROUNDWATER ASSESSMENT	2
3.1 MONITORING WELL INSTALLATION	2
3.2 GROUNDWATER ELEVATIONS	3
3.3 MONITORING WELL DECOMMISSIONING	4
3.4 SURVEYING	4
3.5 EQUIPMENT CLEANING AND DECONTAMINATION	4
3.6 MANAGEMENT OF INVESTIGATION-DERIVED WASTE	5
4 GROUNDWATER SAMPLING	5
4.1 MONITORING WELL GROUNDWATER SAMPLING	5
4.2 NOMENCLATURE	5
5 ANALYTICAL METHODS	6
5.1 CHEMICAL OF INTEREST	6
5.2 LABORATORY TEST METHODS AND REPORTING LIMITS	6
5.3 QA/QC SAMPLES GENERATED IN FIELD	6
5.4 LABORATORY OPERATIONS	7
5.5 SAMPLE CONTAINERS, PRESERVATION, AND HANDLING	7
5.6 SAMPLE CUSTODY	7
5.7 INSTRUMENTATION	8
5.8 LABORATORY QA/QC SAMPLES	9
5.9 FIELD QC	11
5.10 DATA REDUCTION, VALIDATION, AND REPORTING	11
6 REPORTING	13
LIMITATIONS	
REFERENCES	
TABLE	
APPENDIX A	
WELL DEVELOPMENT FORM	
APPENDIX B	
BORING LOG FORM	
APPENDIX C	
FIELD SAMPLING DATA SHEET FORM	

TABLE

FOLLOWING PLAN:

TABLE

GROUNDWATER SAMPLE HANDLING SUMMARY

ACRONYMS AND ABBREVIATIONS

BTEX	benzene, ethylbenzene, toluene, and total xylenes
CMP	compliance monitoring plan
COC	chain of custody
DRO	diesel-range organics
Ecology	Washington State Department of Ecology
FSDS	field sampling data sheet
GRO	gasoline-range organics
IDW	investigation-derived waste
LCS	laboratory control sample
LDS	laboratory duplicate sample
LNAPL	light nonaqueous-phase liquid
MFA	Maul Foster & Alongi, Inc.
MS/MSD	matrix spike/matrix spike duplicate
ORO	lube-oil-range organics
Property	116 W. Ferry Street, Sedro-Woolley, Washington
QA	quality assurance
QC	quality control
SAP	sampling and analysis plan
Site	North Cascade Ford site
USEPA	U.S. Environmental Protection Agency
VOC	volatile organic compound
VSF	VSF Properties, LLC
WAC	Washington Administrative Code
WSDOT	Washington State Department of Transportation

1 INTRODUCTION

Maul Foster & Alongi, Inc. (MFA) has prepared this sampling and analysis plan (SAP), including quality assurance project plan elements, consistent with the requirements of Washington Administrative Code (WAC) 173-340-820, on behalf of VSF Properties, LLC (VSF) for the North Cascade Ford property, located at 116 W. Ferry Street in Sedro-Woolley, Washington (the Property) (see Figure 1-1 of the compliance monitoring plan [CMP], to which this SAP is an appendix). The Property is part of the North Cascade Ford site (the Site), which the Washington State Department of Ecology (Ecology) has designated Facility Site No. 58313566 and Cleanup Site No. 12075. This SAP provides methods and protocols for the collection of groundwater samples during groundwater compliance monitoring events.

This SAP has been prepared consistent with the requirements in Ecology's Guidance on Sampling and Data Analysis Methods (Ecology, 1995), Guidance for Preparing Quality Assurance Project Plans for Environmental Studies (Ecology, 2004), and the Model Toxics Control Act (WAC Chapter 173-340).

1.1 Objectives

The primary objective of this SAP is to establish procedures for the collection of data of sufficient quality to evaluate the nature and extent of impacted groundwater at the Site. The CMP, references procedures and protocols from this SAP and the locations, frequency, and types of field or laboratory analyses that will be conducted. Methods described in this SAP ensure that reliable data are obtained in support of remedial actions at the Property, if such actions are necessary for the protection of human health and the environment. Procedures in this SAP will be used throughout the compliance monitoring program.

If a phase of work or methodology requires modification to this SAP, an addendum may be prepared that describes the specific revision(s) and/or alternative procedures. SAP procedures will be used to direct the investigation so that the following conditions are met:

- Data collected are of high quality, representative, and verifiable.
- Use of resources is cost effective.
- Data can be used by VSF and Ecology to support compliance monitoring for the selected Site remedy.

This SAP provides guidance on procedures for groundwater sampling, monitoring well installation and decommissioning, and management of investigation-derived waste (IDW). It also includes procedures for collecting, analyzing, evaluating, and reporting useful data. The document includes quality assurance (QA) procedures for field activities, sampling QA and quality control (QC) procedures, and data validation. The goal of the procedures outlined in this SAP is to obtain reliable

data about physical, environmental, and chemical conditions at the Site in order to support the goals and objectives of the CMP.

2 ACCESS AND SITE PREPARATION

2.1 Access

MFA personnel will be on the Property during compliance monitoring activities. Access to the Property is allowed at all reasonable times for the purpose of performing work. Work activities resulting in loud noises will generally be confined to the hours between 7 a.m. and 7 p.m. MFA will notify representatives of VSF, the property owner and operator, and Ecology before beginning work at the Site.

2.2 Site Preparation

Before any subsurface field activities (e.g., monitoring well installation) begin at the Property, public and private utility-locating services will be used to check for underground utilities and pipes near each proposed well or boring location. MFA will coordinate fieldwork with the property owner and/or lessee to define the locations of possible on-site utilities, piping, and other subsurface obstructions. Ecology will be notified a minimum of 48 hours before activities begin at the Site.

3 GROUNDWATER ASSESSMENT

Existing monitoring well locations are shown on Figure 2-1 of the CMP, to which this SAP is an appendix. It is anticipated that additional wells at the Site will be installed using a direct-push drill rig (i.e., Geoprobe™) in accordance with the well installation details described below. Subsurface soil will be logged and screened with a photoionization detector during well installation. In the event that refusal is met before the desired well installation depth is reached (i.e., significant debris, cobbles, or bedrock are encountered), locations may be adjusted in the field or a different type of drilling technology may be considered.

3.1 Monitoring Well Installation

Monitoring wells will be constructed according to the Washington State well construction standards (WAC Chapter 173-160) and as described below:

- Monitoring wells will be constructed with 2-inch-diameter polyvinyl chloride or stainless steel riser pipes and screened sections consisting of 0.010-inch machine slots. The

monitoring wells may be constructed with prepacked well screen with 10 x 20 washed silica sand or by placing materials downhole, following the WAC regulation listed above.

- Additional filter pack may be placed around the prepacked screen, if used. The additional filter pack will consist of graded 10 x 20 washed silica sand and will extend a maximum of 1 foot below the bottom of the screen and 3 feet above the top of the screen. A weighted line will be used to monitor the level of the filter pack during installation. The filter pack may be surged during installation.
- Bentonite grout or chips hydrated with potable water (e.g., 0.75-inch minus) will be used to seal the annulus above the filter pack. A weighted line will be used to measure the top of the bentonite chips as they are poured into place.
- At least 24 hours after well installation, the well will be developed by surging, bailing, or pumping to remove sediment that may have accumulated during installation and to improve the hydraulic connection with the water-bearing zone.
- Water quality field parameters such as specific conductance, pH, temperature, and turbidity will be measured during well development, as deemed appropriate. The wells will be developed until the turbidity measurements are 10 nephelometric turbidity units or less, or until there is no noticeable decrease in turbidity. To the extent practical, water quality field parameters will be considered stable when the specific conductance is within 10 percent of the previous reading, pH is within 0.1 standard unit of the previous reading, and temperature is within 0.1 degree Celsius of the previous reading.
- Development methods, purge volumes, and water quality parameters will be recorded on the well development field form (Appendix A) or in the field notes.

During well installation, soil will be logged by a geologist or hydrogeologist licensed in the State of Washington or a person working under the direct supervision of a geologist or hydrogeologist licensed in the State of Washington.

Soil characterization at the Site is considered complete; soil samples will not be collected for chemical analysis. Boring logs will include information such as the project name and location, the name of the drilling contractor, the drilling method, the sampling method, sample depths, blow counts (if applicable), a description of soil encountered, and screened intervals. Soils will be described using ASTM International standard D2488-00, Standard Practice for Description and Identification of Soils (Visual-Manual Procedure). The information will be recorded on an MFA boring log form, as shown in Appendix B, or in the field notes.

3.2 Groundwater Elevations

Depth to groundwater and light nonaqueous-phase liquid (LNAPL) or free product, if present, will be recorded to the nearest 0.01 foot, using an interface probe and/or an electronic water-level indicator, from the designated measuring point (typically the top of the casing on the north side). The measuring point will be marked so that readings are measured from the same reference point during each monitoring event, and the measuring-point elevation will be surveyed. If LNAPL is present, a

measurement of its thickness will be recorded. Groundwater elevations at wells with LNAPL will be corrected to compensate for the effect of differing densities of the LNAPL and the water. The total well depth will also be measured. The water-level indicator will be decontaminated between wells in accordance with the procedures outlined in Section 3.5.

3.3 Monitoring Well Decommissioning

If wells are decommissioned, they will be filled with bentonite grout or chips hydrated with potable water, in accordance with WAC 173-160, the WAC for Minimum Standards for Construction and Maintenance of Wells.

3.4 Surveying

Field staff will navigate to proposed well locations, using a handheld global positioning unit (e.g., Trimble™) with submeter accuracy. The location and measuring point elevation of newly installed monitoring wells will be surveyed by a licensed surveyor.

3.5 Equipment Cleaning and Decontamination

3.5.1 Drilling Equipment

The drilling equipment will be decontaminated before installation of the first monitoring well and before drilling each new monitoring well. Decontamination fluids will be transferred to drums approved by the Washington State Department of Transportation (WSDOT), and will be managed according to the procedures outlined in Section 3.6.

3.5.2 Sampling Equipment

Nondisposable sampling equipment and reusable materials will be decontaminated prior to sample collection and between sampling locations. Decontamination will consist of the following:

- Tap-water rinse (may consist of an equivalent high-pressure or hot-water rinse). Visible soil will be removed by scrubbing.
- Nonphosphate detergent wash, consisting of a diluted mixture of Liqui-Nox® (or equivalent) and tap water.
- Distilled-water rinse.
- Methanol solution rinse (1:1 solution of methanol with distilled water)
- Distilled-water rinse.

All decontamination fluids will be transferred to drums for IDW management, as described below.

3.6 Management of Investigation-Derived Waste

IDW may include soil cuttings, purged groundwater, decontamination fluids, sampling debris, and personal protective equipment. The IDW will be segregated into solids, liquids, and sampling debris (e.g., personal protective equipment, tubing, bailers). IDW will be stored in a designated area on the Site in WSDOT-approved drums.

Drums will be labeled with their contents, the approximate volume of material, the date of collection, and the origin of the material. The drums will be sealed, secured, and transferred to a designated area on the Site, pending characterization. Analytical data from groundwater sampling activities may be used to characterize the IDW generated during drilling and monitoring well sampling.

4 GROUNDWATER SAMPLING

4.1 Monitoring Well Groundwater Sampling

If a peristaltic pump is used, groundwater will be purged at the standard U.S. Environmental Protection Agency (USEPA)-approved low-flow purge rate (e.g., 0.1 to 0.5 liter per minute). Groundwater samples will be collected from the middle of the screened interval or, if the water level is below the top of the screen, from the middle of the water column. New, disposable tubing will be used at each monitoring location.

Before collection of groundwater samples, the water level will be measured and a minimum of one well volume will be purged. Samples will be collected after selected water quality parameters (e.g., temperature, specific conductance, pH, turbidity) have stabilized for three successive readings. If the well goes dry during purging, a sample can be collected once the well recharges a sufficient volume of water. During purging, the flow rates, water levels, and water quality parameters will be recorded on the field sampling data sheet (FSDS) form (see Appendix C). Groundwater will be transferred directly into laboratory-supplied containers specific to the analysis required.

4.2 Nomenclature

Groundwater samples will be labeled with a prefix to describe the sampling location, “GW” to indicate a groundwater sample matrix, and the date of collection (MMDDYY). For example, a groundwater sample collected from a monitoring well at location MW07 on October 6, 2020, will have the sample nomenclature of MW07-GW-100620.

For duplicate groundwater samples, “DUP” will replace the location identification number. The sample will have the same sample time as the primary sample. A duplicate sample of the abovementioned sample would appear as MWDUP-GW-100620.

5 ANALYTICAL METHODS

5.1 Chemical of Interest

The following chemicals have been identified as indicator hazardous substances for groundwater on the Site:

- Gasoline-range organics (GRO)
- Diesel-range organics (DRO)
- Lube-oil-range organics (ORO)
- Benzene, ethylbenzene, toluene, and total xylenes (BTEX)
- Total naphthalenes

All samples submitted for laboratory analysis will be analyzed on a standard turnaround time. Analytical methods and sample handling procedures are included in the attached table.

5.2 Laboratory Test Methods and Reporting Limits

5.2.1 Groundwater

In accordance with the QA/QC requirements set forth in this SAP, a Washington State–accredited laboratory will perform the analyses that are listed below, along with the specific[appropriate?] laboratory methods (also summarized in the attached table):

- GRO by Northwest Method NWTPH-Gx
- DRO and ORO by Northwest Method NWTPH-Dx
- BTEX by USEPA Method 8021
- Total naphthalenes by USEPA Method 8270 selected ion monitoring

5.3 QA/QC Samples Generated in Field

QC samples collected in the field will include trip blanks and field duplicates. Field duplicate QC samples will be identified on the FSDS form (see Appendix C), and trip blanks will be documented on the chain of custody (COC). Field and trip blank results may indicate possible contamination introduced by field or laboratory procedures. Field duplicate sample results will help evaluate precision in both field and laboratory procedures.

5.4 Laboratory Operations

In the laboratory, QC samples may include matrix spike and matrix spike duplicate (MS/MSD) samples, laboratory control samples (LCSs), surrogate spike samples, and method blanks, as well as other QC samples and procedures as required by the selected methods.

5.5 Sample Containers, Preservation, and Handling

5.5.1 Preservation

Groundwater samples will be collected in laboratory-supplied containers, as summarized in the table. Immediately following collection, groundwater samples will be transferred to iced coolers and stored at approximately 4 degrees Celsius.

5.5.2 Sample Packaging and Shipping

All samples will be stored and transported to the analytical laboratory in iced coolers. Samples will be submitted to the analytical laboratory to allow for analysis within the applicable holding time (see table).

5.6 Sample Custody

Sample custody will be tracked using a COC form, which will be filled out with the appropriate sample and analytical information immediately after samples are collected.

The following items will be recorded on the COC form:

- Project name
- Project number
- MFA project manager
- Sampler name(s)
- Sample number, date and time collected, media, number of bottles submitted
- Requested analyses for each sample
- Type of data package required
- Turnaround requirements
- Signature, printed name, and organization name of persons having custody of samples, and date and time of transfer
- Additional instructions or considerations that would affect analysis (nonaqueous layers, archiving, etc.)

Persons in possession of the samples will be required to sign and date the COC form whenever samples are transferred between individuals or organizations. The laboratory will implement its in-house custody procedures, which begin when sample custody is transferred to laboratory personnel.

If samples are shipped via air or ground transportation (by a third party), the following custody procedures will be followed:

- The COC will be signed and dated when custody is relinquished to the carrier.
- The signed COC(s) will be packed in shipping containers with the samples, and a custody seal will be placed on the container.
- The shipping documentation will be used by the laboratory to document sample receipt.

At the analytical laboratory, a designated sample custodian will accept custody of the samples and will verify that the COC form matches the samples received.

5.7 Instrumentation

5.7.1 Field Instrumentation

Field instruments will be used during the investigations. The following field equipment may require calibration before use and periodically during sampling activities:

- Water quality meter (with pH, conductivity, and dissolved-oxygen meters)
- Turbidity meter
- Photoionization detector

Field instrument calibration and preventative maintenance will follow the manufacturers' guidelines, and deviations from the established guidelines will be documented.

5.7.1.1 Field Calibration

Generally, field instruments should be calibrated daily before work begins. Field personnel may decide to calibrate more than once a day if inconsistent or unusual readings occur, or if conditions warrant more frequent calibration. Calibration activities should be recorded in field notebooks. The following procedures will be followed to ensure that field instruments are properly calibrated and remain operable:

- Operation, maintenance, and calibration will be performed in accordance with the instrument manufacturers' specifications.
- Standards used to calibrate field instruments will meet the minimum requirements for source and purity recommended in the equipment operation manual. Standards will be checked for expiration dates that may be printed on the bottle. Standards that have expired should not be used.

- Acceptable criteria for calibration will be based on the limits set in the operations manual.
- Users of the equipment should be trained in the proper calibration and operation of the instrument.
- Operation and maintenance manuals for each field instrument should be available to persons using the equipment.
- Field instruments will be inspected before they are taken to the Property.
- Calibration procedures (including items such as time, standards used, and calibration results) should be recorded in a field notebook. The information should be available if problems are encountered.

5.7.1.2 Preventative Maintenance

Preventative maintenance of field instruments and equipment will follow the operations manuals. A schedule of preventative-maintenance activities should be followed to minimize downtime and ensure the accuracy of measurement systems.

5.7.2 Laboratory Instrumentation

Specific laboratory instrument calibration procedures, frequency of calibration, and preparation of calibration standards will be according to the method requirements developed by the USEPA, following procedures presented in SW-846 (USEPA, 2015).

5.7.2.1 Laboratory Calibration and Preventative Maintenance

The laboratory calibration ranges specified in SW-846 will be followed (USEPA, 2015). Preventative maintenance of laboratory equipment will be the responsibility of the laboratory personnel and analysts. This maintenance includes routine care and cleaning of instruments and inspection and monitoring of carrier gases, solvents, and glassware used in analyses. The preventative-maintenance approach for specific equipment should follow the manufacturers' specifications, good laboratory practices, and industry-standard techniques.

Precision and accuracy data will be examined for trends and excursions beyond control limits to determine evidence of instrument malfunction. Maintenance should be performed when an instrument begins to change, as indicated by the degradation of peak resolution, shift in calibration curves, decrease in sensitivity, or failure to meet the QC criteria.

5.8 Laboratory QA/QC Samples

The laboratory QC samples will be used to assess the accuracy and precision of the laboratory analysis. Each category of laboratory QA/QC will be performed by the laboratory as required by method-specific guidelines. The acceptance criteria presented in the guidelines will be adhered to, and samples that do not meet the criteria will be reanalyzed or qualified, as appropriate.

5.8.1 Calibration Verification

Instruments will initially be calibrated at the start of the project or sample run, as required, and when any ongoing calibration does not meet control criteria. The number of points used in the initial calibration is defined in the analytical method. Calibration will be continued as specified in the analytical method to track instrument performance. If a continuing calibration does not meet control limits, analysis of project samples will be suspended until the source of the control failure is either eliminated or reduced to within control specifications.

5.8.2 Matrix Spike/Matrix Spike Duplicate

MS samples are analyzed to assess the matrix effects on the accuracy of analytical measurements. MS/MSD samples will be prepared by spiking investigative samples with known amounts of analytes before extraction and preparation and analysis. The recoveries for the MS/MSD samples will be used to assess the accuracy and precision in the analytical method by measuring how well the analytical method recovers the target compounds in the investigative matrices. For each matrix type, at least one set of MS/MSD samples will be analyzed for each batch of samples (consisting of 20 or fewer samples) received.

5.8.3 Method Blanks

Method blanks are prepared using analyte-free (reagent) water and are processed with the same methodology (e.g., extraction, digestion) as the associated investigative samples. Method blanks are used to document contamination resulting in the laboratory from the analytical process. A method blank shall be prepared and analyzed with every analytical batch. The method blank results are used to verify that reagents and preparation do not impart unacceptable bias to the investigative sample results. The presence of analytes in the method blank sample will be evaluated against method-specific thresholds. If analytes are present in the method blank above the method-specific threshold, corrective action will be taken to eliminate the source of contamination before proceeding with analysis. Investigative samples of an analytical batch associated with method blank results outside acceptance limits will be appropriately qualified by the data validator.

5.8.4 Laboratory Control Samples

LCSs are prepared by spiking laboratory-certified, reagent-grade water with the analytes of interest or a certified reference material that has been prepared and analyzed. The result for percent recovery of the LCS is a data quality indicator of the accuracy of the analytical method and laboratory performance.

5.8.5 Laboratory Duplicate Samples

Laboratory duplicate samples (LDSs) are prepared by the laboratory by splitting an investigative sample into two separate aliquots and performing separate sample preparation and analysis on each aliquot. The results for relative percent difference of the primary investigative sample and the respective LDSs are used to measure precision in the analytical method and laboratory performance. For nonaqueous matrices, sample heterogeneity may affect the measured precision for the LDSs.

5.9 Field QC

The following samples will be submitted to the laboratory for analysis:

- Trip Blanks—A trip blank monitors the potential for sample contamination during sample collection and transport. A trip blank consists of reagent-grade water in a new sample container, which is prepared at the same time as the sample containers. The trip blank will accompany the samples throughout collection, shipment, and storage. At least one trip blank should be included with each cooler in which samples for VOC analyses are stored.
- Field Duplicates—Field duplicates are collected to measure sampling and laboratory precision. At least one duplicate sample will be collected for every 20 samples.

It is not anticipated that nondisposable equipment will be used at the Property during compliance monitoring; however, if such equipment is used, equipment rinsate blanks should be collected as follows:

- Equipment Rinsate Blanks—To ensure that decontamination procedures are sufficient, an equipment rinsate blank will be collected when nondedicated, nondisposable equipment is used. At least one equipment rinsate blank will be collected for every 20 samples collected. If more than 20 samples are collected with the same equipment, or if high concentrations of contaminants are encountered, additional equipment rinsate blanks may be collected. Equipment rinsate blank collection consists of passing laboratory deionized/distilled water through or over nondisposable sampling equipment.

5.10 Data Reduction, Validation, and Reporting

The analytical laboratory will submit analytical data packages that include laboratory QA/QC results to permit independent and conclusive determination of data quality. Data quality will be determined by MFA, using the data evaluation procedures described in this section. The results of the MFA evaluation will be used to determine if the data quality objectives are being met.

5.10.1 Field Data Reduction

Daily internal QC checks will be performed for field activities. Checks will consist of reviewing field notes and field activity memoranda to confirm that the specified measurements, calibrations, and procedures are being followed. The need for corrective action will be assessed on an ongoing basis, in consultation with the project manager.

5.10.2 Laboratory Evaluation

Initial data reduction, evaluation, and reporting at the analytical laboratory will be carried out as described in SW-846 (USEPA, 2015), as appropriate. Additional laboratory data qualifiers may be defined and reported to further explain the laboratory's QC concerns about a particular sample result. Additional data qualifiers will be defined in the laboratory's case narrative reports.

5.10.3 Data Deliverables

Laboratory data deliverables are listed below. Electronic data deliverables will contain the same data that are presented in the hard-copy report.

- Transmittal cover letter
- Case narrative
- Analytical results
- COC
- Surrogate recoveries
- Method blank results
- MS/MSD results
- LDS results

5.10.4 Internal Data Evaluation

5.10.4.1 Data QA/QC Review

MFA will evaluate the laboratory data for precision, completeness, accuracy, and compliance with the analytical method. MFA will review data according to applicable sections of USEPA organics and inorganics procedures (USEPA, 2017a,b), as well as appropriate method-specific guidelines (USEPA, 2015).

Data qualifiers, as defined by the USEPA, are used to classify sample data according to their conformance to QC requirements. Common qualifiers are listed below:

- J—Estimated, qualitatively correct but quantitatively suspect.
- R—Rejected, data not suitable for any purpose.
- U—Not detected at a specified reporting limit.

Poor surrogate recovery, blank contamination, or calibration problems, among other things, can require qualification of the data. When sample data are qualified, the reasons for the qualification will be stated in the data evaluation report.

QC criteria not defined in the guidelines for evaluating analytical data are adopted, where appropriate, from the analytical method.

The following information will be reviewed during data evaluation, as applicable:

- Sampling locations and blind sample numbers
- Sampling dates
- Requested analyses
- COC documentation
- Sample preservation

- Holding times
- Method blanks
- Surrogate recoveries
- MS/MSD results
- LDSs, if analyzed
- Field duplicates
- Field blanks
- LCSs
- Method reporting limits above requested levels
- Additional comments or difficulties reported by the laboratory
- Overall assessment

The results of the data evaluation review will be summarized for each data package. Data qualifiers will be assigned to sample results on the basis of USEPA guidelines, as applicable.

5.10.4.2 Data Management and Reduction

MFA uses a database (e.g., EQuIS™) to manage laboratory data. The laboratory will provide the analytical results in electronic, EQuIS-compatible format. Following data evaluation, data qualifiers will be entered into the database.

Data may be reduced to summarize particular data sets and to aid interpretation of the results. Statistical analyses may also be applied to results. Data reduction QC checks will be performed on hand-entered data, calculations, and data graphically displayed. Data may be further reduced and managed using one or more of the following applications:

- Microsoft® Excel® (spreadsheet)
- EQuIS™ (database)
- Microsoft Access® (database)
- AutoCAD® and/or ESRI® ArcGIS (graphics)
- USEPA ProUCL (statistical software)

6 REPORTING

After the data are received, MFA will generate a data report and tables screening the data against the applicable criteria.

LIMITATIONS

The services undertaken in completing this plan were performed consistent with generally accepted professional consulting principles and practices. No other warranty, express or implied, is made. These services were performed consistent with our agreement with our client. This plan is solely for the use and information of our client unless otherwise noted. Any reliance on this plan by a third party is at such party's sole risk.

Opinions and recommendations contained in this plan apply to conditions existing when services were performed and are intended only for the client, purposes, locations, time frames, and project parameters indicated. We are not responsible for the impacts of any changes in environmental standards, practices, or regulations subsequent to performance of services. We do not warrant the accuracy of information supplied by others, or the use of segregated portions of this plan.

REFERENCES

Ecology. 1995. Guidance on sampling and data analysis methods. Publication No. 94-49. Washington State Department of Ecology Toxics Cleanup Program. January.

Ecology. 2004. Guidance for preparing quality assurance project plans for environmental studies. Publication No. 04-03-030. Washington State Department of Ecology. July.

USEPA. 2015. Test methods for evaluating solid waste, physical/chemical methods. EPA Publication SW-846., update V. U.S. Environmental Protection Agency. August.

USEPA. 2017a. USEPA contract laboratory program, national functional guidelines for inorganic Superfund methods data review. EPA 540-R-2017-001. U.S. Environmental Protection Agency, Office of Superfund Remediation and Technology Innovation. January.

USEPA. 2017b. USEPA contract laboratory program, national functional guidelines for Superfund organic methods data review. EPA 540-R-2017-002. U.S. Environmental Protection Agency, Office of Superfund Remediation and Technology Innovation. January.

TABLE



Table
Groundwater Sample Handling Summary
VSF Properties, LLC, North Cascade Ford Property
Sedro-Woolley, Washington



Analyte	Method	Suggested Volume	Container	Number of Containers	Preservative	Storage Temperature	Holding Time
Gasoline-range organics	NWTPH-Gx	40 ml	VOA	3	HCl pH < 2	4°C	14 days
Diesel- and lube-oil-range organics	NWTPH-Dx	500 ml	Amber Glass	2	HCl pH < 2	4°C	14 days
BTEX	USEPA 8021B	40 ml	VOA	3	HCl pH < 2	4°C	14 days
Total Naphthalenes	USEPA 8270 SIM	1 liter	Amber Glass	2	none	4°C	7 days
NOTES: °C = degrees Celsius. BTEX = benzene, toluene, ethylbenzene, xylenes. HCl = hydrochloric acid. ml = milliliter. NWTPH = Northwest Total Petroleum Hydrocarbons. SIM = selected ion monitoring. USEPA = U.S. Environmental Protection Agency. VOA = volatile organic analysis vial.							

APPENDIX A

WELL DEVELOPMENT FORM





Well Development Form

Project No.	Date
Site Location:	Well:
Name:	Initial DTB: Final DTB
Development Method:	Initial DTW: Final DTW
Total Water Removed	Pore Volume:
Water Contained	Casing Diameter:
Estimated Specific Capacity	Meter No.

Time	Cum. Vol Removed	Turbidity NTU	pH	Conductivity (uS/cm)	Temp °C	DO (mg/L)	Eh	Comments

APPENDIX B

BORING LOG FORM





Boring/Well No.:

Boring Log Form

Site:

Location:

Project #:

Drill Rig			MFA Staff:			Hole Dia:			Total Depth:		
Drilling Co.:						Water Level:			WLE Note:		
Start Date:			End Date:			Water Level:			WLE Note:		

Completion	Sample				Lithology							
	Top:		Time:	Depth:	Soil Type:				Color:			
	Length:				Top:		Fines:				Moisture:	
	Type:		Sample ID		Bottom:		Sand:				PID:	
	% Recov:				Soil Class:		Gravel:				Line Type:	
					Trace:				Impacts:			
					Notes:							
	Top:		Time:	Depth:	Soil Type:				Color:			
	Length:				Top:		Fines:				Moisture:	
	Type:		Sample ID		Bottom:		Sand:				PID:	
	% Recov:				Soil Class:		Gravel:				Line Type:	
					Trace:				Impacts:			
					Notes:							
	Top:		Time:	Depth:	Soil Type:				Color:			
	Length:				Top:		Fines:				Moisture:	
	Type:		Sample ID		Bottom:		Sand:				PID:	
% Recov:				Soil Class:		Gravel:				Line Type:		
				Trace:				Impacts:				
				Notes:								
Top:		Time:	Depth:	Soil Type:				Color:				
Length:				Top:		Fines:				Moisture:		
Type:		Sample ID		Bottom:		Sand:				PID:		
% Recov:				Soil Class:		Gravel:				Line Type:		
				Trace:				Impacts:				
				Notes:								
Top:		Time:	Depth:	Soil Type:				Color:				
Length:				Top:		Fines:				Moisture:		
Type:		Sample ID		Bottom:		Sand:				PID:		
% Recov:				Soil Class:		Gravel:				Line Type:		
				Trace:				Impacts:				
				Notes:								
Top:		Time:	Depth:	Soil Type:				Color:				
Length:				Top:		Fines:				Moisture:		
Type:		Sample ID		Bottom:		Sand:				PID:		
% Recov:				Soil Class:		Gravel:				Line Type:		
				Trace:				Impacts:				
				Notes:								

Borehole Notes:											
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APPENDIX C

FIELD SAMPLING DATA SHEET FORM



Maul Foster & Alongi, Inc.

7223 NE Hazel Dell Avenue, Suite B, Vancouver, WA 98665 (360) 694-2691 Fax. (360) 906-1958

Water Field Sampling Data Sheet

Client Name		Sample Location			
Project #		Sampler			
Project Name		Sampling Date			
Sampling Event		Sample Name			
Sub Area		Sample Depth			
FSDS QA:		Easting		Northing	
		TOC			

Hydrology/Level Measurements

Date	Time	DT-Bottom	DT-Product	DT-Water	(Product Thickness)	(Water Column)	(Gallons/ft x Water Column)
					DTP-DTW	DTB-DTW	Pore Volume

(0.75" = 0.023 gal/ft) (1" = 0.041 gal/ft) (1.5" = 0.092 gal/ft) (2" = 0.163 gal/ft) (3" = 0.367 gal/ft) (4" = 0.653 gal/ft) (6" = 1.469 gal/ft) (8" = 2.611 gal/ft)

Water Quality Data

Purge Method	Time	Purge Vol (gal)	Flowrate l/min	pH	Temp (C)	E Cond (uS/cm)	DO (mg/L)	EH	Turbidity
Final Field Parameters									

Methods: (1) Submersible Pump (2) Peristaltic Pump (3) Disposable Bailer (4) Vacuum Pump (5) Dedicated Bailer (6) Inertia Pump (7) Other (specify)

Water Quality Observations:

--

Sample Information

Sampling Method	Sample Type	Sampling Time	Container Code/Preservative	#	Filtered
	Groundwater		VOA-Glass		
			Amber Glass		
			White Poly		
			Yellow Poly		
			Green Poly		
			Red Total Poly		
			Red Dissolved Poly		
			Total Bottles	0	

General Sampling Comments

--

Signature_____

ATTACHMENT B

TITLE REPORT



Survey in the NE1/4 of the SW1/4 of Section 24, Twp. 35 N., Rng. 4 E., W.M.

Legal Description

TWO PARCELS OF LAND SITUATED IN THE NE1/4 OF THE SW1/4 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, SEDRO-WOOLLEY, SPOKANE COUNTY, WASHINGTON DESCRIBED AS FOLLOWS, TO WIT:

PARCEL 1
BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF FERRY STREET WITH THE CENTERLINE OF 40.0 FOOT WIDE EASTERN AVENUE, VACATED BY THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY BY RESOLUTION #101, DULY PASSED AND ADOPTED ON OCTOBER 27, 1930; THENCE NORTHERLY ALONG THE CENTERLINE OF VACATED EASTERN AVENUE 170.0 FEET, MORE OR LESS; TO THE SOUTHERLY LINE OF NORTHERN AVENUE, ACCORDING TO THE OFFICIAL PLAT OF SEDRO-WOOLLEY, AS FILED IN THE COUNTY CLERK'S OFFICE IN SPOKANE COUNTY, WASHINGTON; THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF NORTHERN AVENUE 20.3 FEET TO THE EASTERLY LINE OF SAID VACATED EASTERN AVENUE, ALSO BEING ON THE WESTERLY LINE OF BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY NORTHERN PACIFIC RAILWAY COMPANY) 100.0 FOOT WIDE RIGHT OF WAY, BEING A PORTION OF THE SAME PROPERTY AS DESCRIBED IN WARRANTY DEED FROM PHILIP A. WOOLLEY AND KATE WOOLLEY DATED APRIL 18, 1890, AND FILED FOR RECORD APRIL 25, 1890 IN VOLUME 10 OF DEEDS, PAGE 450 OF THE RECORDS OF SAID COUNTY; THENCE NORTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE 42.30 FEET TO THE NORTHERLY LINE OF SAID NORTHERN AVENUE, BEING 50.0 FEET SOUTHERLY, AS MEASURED AT RIGHT ANGLES FROM BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY GREAT NORTHERN RAILWAY COMPANY) MAIN TRACK CENTERLINE OF THE BURLINGTON TO NORTHERN AVENUE 28.40 FEET TO A POINT BEING 25.0 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID RAILROAD COMPANY'S 100.0 FOOT WIDE RIGHT OF WAY, THENCE SOUTHERLY ALONG A LINE (BEING PARALLEL) WITH THE CENTERLINE OF SAID 100.0 FOOT WIDE RIGHT OF WAY 226.0 FEET, MORE OR LESS; TO THE SAID NORTH LINE OF FERRY STREET; THENCE WESTERLY ALONG SAID NORTH LINE OF FERRY STREET 45.89 FEET TO THE POINT OF BEGINNING, ALSO.

PARCEL 2
BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WOODWORTH STREET WITH THE CENTERLINE OF 40.0 FEET WIDE EASTERN AVENUE, VACATED BY THE CITY COUNCIL OF THE CITY OF SEDRO-WOOLLEY BY RESOLUTION #101 DULY PASSED AND ADOPTED ON OCTOBER 27, 1930; THENCE NORTHERLY ALONG THE CENTERLINE OF VACATED EASTERN AVENUE 218.3 FEET, MORE OR LESS, TO THE SOUTH LINE OF 40.0 FOOT WIDE FERRY STREET; THENCE EASTERLY ALONG SAID SOUTH LINE OF FERRY STREET 45.89 FEET TO A POINT BEING 35.0 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY NORTHERN PACIFIC RAILWAY COMPANY) 100.0 FOOT WIDE RIGHT OF WAY, BEING A PORTION OF THE SAME PROPERTY AS DESCRIBED IN WARRANTY DEED FROM PHILIP A. WOOLLEY AND KATE WOOLLEY DATED APRIL 18, 1890 AND FILED FOR RECORD APRIL 25, 1890 IN VOLUME 10 OF DEEDS, PAGE 450 OF THE RECORDS OF SAID COUNTY; THENCE SOUTHERLY ALONG A LINE (BEING PARALLEL) WITH THE CENTERLINE OF SAID 100.0 FOOT WIDE RIGHT OF WAY 218.3 FEET, MORE OR LESS, TO THE SAID NORTH LINE OF WOODWORTH STREET; THENCE WESTERLY ALONG SAID NORTH LINE OF WOODWORTH STREET 45.89 FEET TO THE POINT OF BEGINNING, ALSO.

AUDITOR'S CERTIFICATE

Filed for record this 1st day of May, 1996, at Sedro-Woolley, Washington, a true and correct copy of the original of the above described plat, as the same appears on the records of the County of Spokane, Washington, in Volume 10 of Deeds, Page 450.

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my supervision, and conforms with the Surveying and Mapping Act in September 1996 at the request of Vern Sims Ford Ranch.



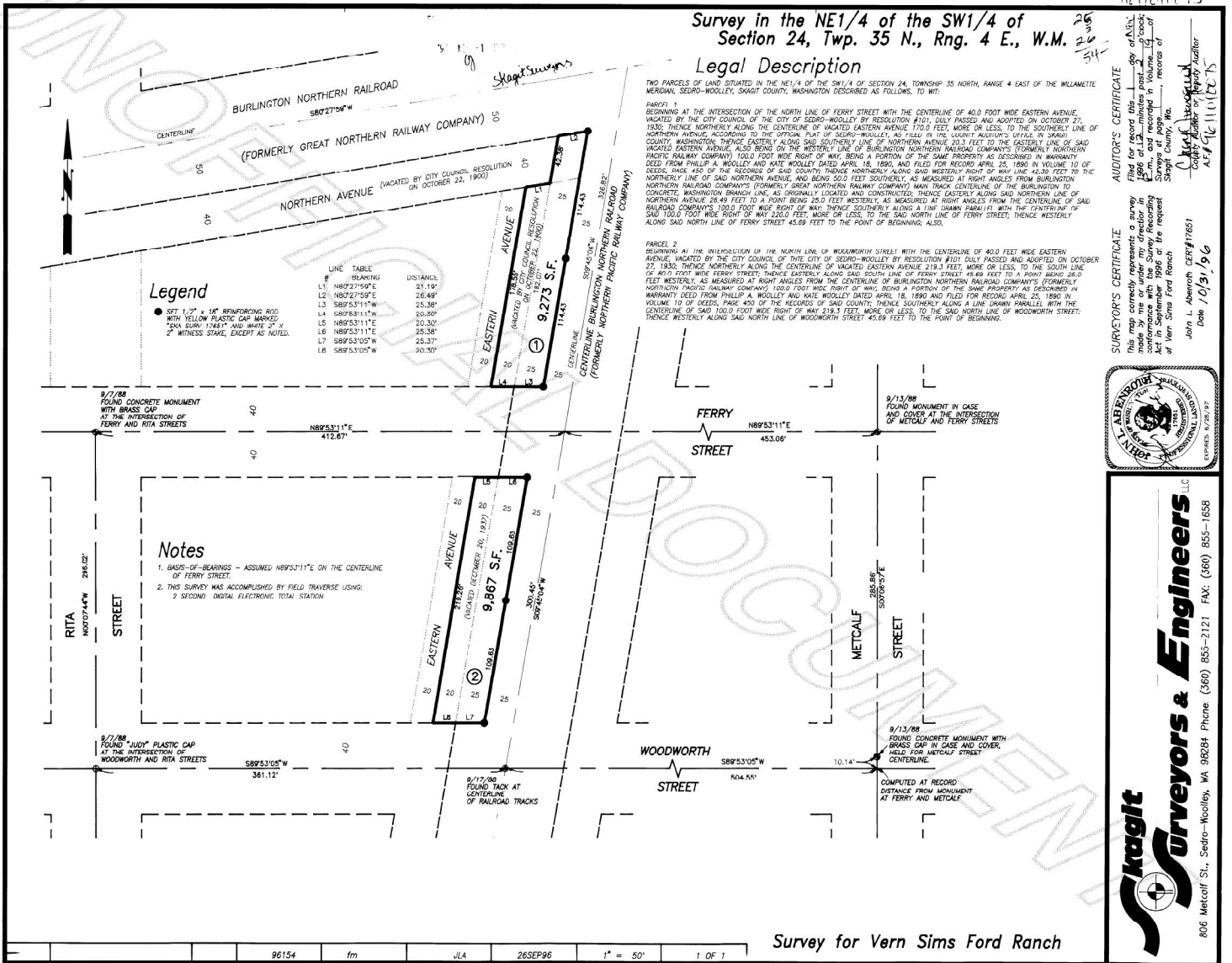
Skagit Surveyors & Engineers LLC
806 Metcalf St., Sedro-Woolley, WA 98284 Phone: (360) 855-2121 FAX: (360) 855-1658

Legend

- SET 1" x 1" x 18" BRONZING ROD WITH YELLOW PLASTIC CAP MARKED "204 SURV 12861" AND WHITE 2" x 2" WITNESS STAKE, EXCEPT AS NOTED.

Notes

1. BASIS OF BEARINGS - ASSUMED NB95°31'1"E ON THE CENTERLINE OF FERRY STREET.
2. THIS SURVEY WAS ACCOMPLISHED BY FIELD TRAVERSE USING: 2 SECOND DIGITAL ELECTRONIC TOTAL STATION.



Survey for Vern Sims Ford Ranch

96154	fm	JLA	26SEP96	1" = 50'	1 OF 1
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Filed for Record at the Request of:
BETTS AUSTIN JOHNSON, P.L.L.C.
1616 Cornwall Avenue, Suite 209
Post Office Box 2788
Bellingham, WA 98227-2788



200304170009
Skagit County Auditor

4/17/2003 Page 1 of 7 9:05AM

Document Title: Statutory Warranty Deed
Reference No. of Documents Released/Assigned: N/A
Grantors: VSF PROPERTIES, L.L.C., a Washington Limited Liability Company, and
VERN SIMS FORD, INC., a Washington Corporation
Grantee: COULTER PROPERTIES, L.L.C., a Washington Limited Liability
Company

Exhibit "A"

Abbreviated Legals: 1. PTN VAC NTHRN AV BLK 11 WEST ADD TO TOWN OF ...
2. PTN NW ¼ SW ¼ SCT 24 TWNS 35 N RNG 4 EWM ...
3. BLK 1 TOWN OF WOOLLEY ACC TO PLAT REC ...
4. LOTS 1 - 6 INC BLK 7 TOWN OF WOOLLEY ...
5. LOTS 7 - 11 INC BLK 7 TOWN OF WOOLLEY ...

Exhibit "B"

Abbreviated Legals: 1. PTN BLK 11 WEST ADD TO TOWN OF WOOLLEY ...
2. PT BLK 1 TOWN OF WOOLLEY, ACC TO REC PLT ...
3. 2 PARCELS LAND SIT NE ¼ SW ¼ SCT 24 TWN 35 N ...

Legal Descriptions Attached as Exhibits "A" & "B" hereto (pages 4 & 5, and pages 6 & 7).

Exhibit "A"

Assessor's Tax Parcel ID #: 1. 4176-011-005-0002
2. 4176-011-900-0107
3. 4177-001-006-0001
4. 4177-007-006-0008
5. 4177-007-011-0001

Exhibit "B"

Assessor's Tax Parcel ID #: 1. 4176-011-900-0008
2. 4177-001-011-0004
3. 350427-3-082-0200
4

#1806
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

APR 17 2003

Amount Paid: 36,717.00
Skagit Co. Treasurer
By: [Signature] Deputy

STATUTORY WARRANTY DEED

The GRANTORS, VSF PROPERTIES, L.L.C., a Washington Limited Liability Company, and VERN SIMS FORD, INC., a Washington Corporation, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the Grantors hereby convey and warrant to COULTER PROPERTIES, L.L.C., a Washington Limited Liability Company, all of their interest in the following described real estate, situated in the County of Skagit, State of Washington, including any after acquired title:

Legal descriptions for the real property conveyed by VSF PROPERTIES, L.L.C. is attached hereto as Exhibit "A."

Legal descriptions for the real property conveyed by VERN SIMS FORD, INC. is attached hereto as Exhibit "B."

DATED this 15 day of April, 2003.

VSF PROPERTIES, L.L.C.

By: [Signature]
Its: Manager

VERN SIMS FORD, INC.

By: [Signature]
Its: President

STATE OF WASHINGTON)
)ss.
COUNTY OF Skagit)

I certify that I know or have satisfactory evidence that VERN SIMS is the person who appeared before me, and said person acknowledged that he signed this instrument on oath and stated that he was authorized to execute the instrument and acknowledged it as the Manager of VSF PROPERTIES, L.L.C., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: April 15, 2003.



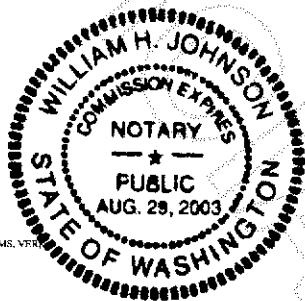
William H. Johnson
Name: William H. Johnson
NOTARY PUBLIC in and for the State of
Washington, residing at Gyrdon
My Commission Expires: 8/29/03



STATE OF WASHINGTON)
)ss.
COUNTY OF Skagit)

I certify that I know or have satisfactory evidence that VERN SIMS is the person who appeared before me, and said person acknowledged that he signed this instrument on oath and stated that he was authorized to execute the instrument and acknowledged it as the President of VERN SIMS FORD, INC., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: April 15, 2003.



SIMS\WD\COULTHRE\FILES\CLIENTS\SIMS, VERN

William H. Johnson
Name: William H. Johnson
NOTARY PUBLIC in and for the State of
Washington, residing at Lynden
My Commission Expires: 8/29/03



EXHIBIT "A"

Parcel "1": 4176-011-005-0002

That portion of the vacated Northern Avenue and of Block 11 of "WEST ADDITION TO THE TOWN OF WOOLLEY, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 2 of Plats, page 89, records of Skagit County, Washington, described as follows:

Beginning at the Southwest corner of said Block 11; thence East along the South line thereof 210 feet to the true point of beginning; thence continue East along said South line 91.5 feet; thence North to the right-of-way of the Seattle and Northern Railway Company; thence in a Southwesterly direction along the South line of said right-of-way to a point due North of the true point of beginning; thence South to the true point of beginning.

Parcel "2": 4176-011-900-0107

That portion of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 35 North, Range 4 East, W.M., and Lots 1 and 2, Block 1, "TOWN OF WOOLLEY", as per plat recorded in Volume 2 of Plats, page 92, records of Skagit County, Washington and of vacated streets adjoining described as follows:

Beginning at a point on the North line of Ferry Street, 361.5 feet East of the Southwest corner of Block 11, "WEST ADDITION TO THE TOWN OF WOOLLEY, SKAGIT COUNTY, WASHINGTON", according to the plat recorded in Volume 2 of Plats, page 89, records of Skagit County, Washington; thence East along the North line of Ferry Street 125 feet; thence North to the South line of the Seattle & Northern Railway right-of-way as shown on said plat; thence Southwesterly along said right-of-way line to a point due North of the place of beginning; thence South to the place of beginning.



Parcel "3": 4177-001-006-0001

That part of Block 1, "TOWN OF WOOLLEY", according to the plat recorded in Volume 2 of Plats, page 92, records of Skagit County, Washington, and of the vacated streets adjoining, and vacated alley through said block, that have reverted by process of law, lying within the following boundaries:

Beginning at a point on the South line of said Block 1, which is 486.5 feet East of the Southwest corner of Block 11, "WEST ADDITION TO WOOLLEY", thence East along the South line of said Block 1 to the East line of alley as platted in said Block 1, "TOWN OF WOOLLEY"; thence North at right angles from the South line of said block to the South line of the Great Northern Railroad right-of-way; thence Westerly along the South line of said right-of-way to intersect with a line running North from the point of beginning and at right angles to the South line of said block; thence South to the point of beginning.

Parcel "4": 4177-007-006-0008

Lots 1 to 6, inclusive, Block 7, "TOWN OF WOOLLEY", according to the plat recorded in Volume 2 of Plats, page 92, records of Skagit County, Washington.

Parcel "5": 4177-007-011-0001

Lots 7 through 11, inclusive, Block 7, "TOWN OF WOOLLEY", as per plat recorded in Volume 2 of Plats, page 92, records of Skagit County, Washington.

TOGETHER WITH the West 1/2 of that portion of vacated Eastern Avenue lying West of the Northern Pacific right-of-way and directly East of said Block 7 which has reverted to said premises upon operation of law.



200304170009

Skagit County Auditor

EXHIBIT "A" - 2 -

4/17/2003 Page 5 of 7 9:05AM

EXHIBIT "B"

Parcel "1": 4176-011-900-0008

That portion of Block 11, "WEST ADDITION TO THE TOWN OF WOOLLEY, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 2 of Plats, page 89, records of Skagit County, and of vacated Northern Avenue adjoining on the North, described as follows:

Beginning at a point 301.5 feet East of the Southwest corner of Block 11, "WEST ADDITION TO WOOLLEY"; thence East along the North line of Ferry Street 60 feet; thence North to the South line of the Seattle & Northern Railway right-of-way; thence Southwesterly along said Railway line to a point due North of the point of beginning; thence South to the point of beginning.

Parcel "2": 4177-001-011-0004

That part of Block 1 "TOWN OF WOOLLEY", according to the recorded plat thereof in the Office of the Auditor of Skagit County, Washington, in Volume 2 of Plats, page 92, and of the vacated streets adjoining and vacated alley through said block, that have reverted by process of law, lying within the following described boundaries:

Beginning at a point 586.5 feet East of the Southwest corner of Block 11, of "WEST ADDITION TO WOOLLEY, SKAGIT COUNTY, WASH.", according to the recorded plat thereof in the Office of the Auditor of Skagit County, Washington in Volume 2 of Plats, page 89, and on the South line of Block 1 of the "TOWN OF WOOLLEY"; thence running North to the South line of the right-of-way of the Seattle and Northern Railway Company; thence Easterly along the South line of said right-of-way to a point 20 feet West of the West line of the original right-of-way of Northern Pacific Railway Co.; thence South parallel to and 20 feet distant from the West line of the original right-of-way of the Northern Pacific Railway Co. to the North line of Ferry Street; thence West along the North line of Ferry Street and along the South line of Block 1 of said "TOWN OF WOOLLEY", to the place of beginning; EXCEPT that portion thereof lying West of the East line of alley as platted in Block 1, "TOWN OF WOOLLEY".



Parcel "3": 35042⁴~~2~~-3-082-0200

Two parcels of land situated in the Northeast 1/4 of the Southwest 1/4 of Section 24, Township 35 North, Range 4 East, W.M., Sedro Woolley, Skagit County, Washington, described as follows, to-wit:

Parcel 1 of Parcel "3"

Beginning at the intersection of the North line of Ferry Street with the centerline of 40.0 foot wide Eastern Avenue, vacated by the City Council of the City of Sedro Woolley by Resolution #101, duly passed and adopted on October 27, 1930; thence Northerly along the centerline of vacated Eastern Avenue 170.0 feet, more or less, to the Southerly line of Northern Avenue, according to the official plat of Sedro-Woolley, as filed in the County Auditor's Office in Skagit County, Washington; thence Easterly along said Southerly line of Northern Avenue 20.3 feet to the Easterly line of said vacated Eastern Avenue, also being on the Westerly line of Burlington Northern Railroad Company's (formerly Northern Pacific Railway Company) 100.0 foot wide right-of-way, being a portion of the same property as described in Warranty Deed from Phillip A. Woolley and Kate Woolley dated April 18, 1890 and filed for record April 25, 1890 in Volume 10 of Deeds, page 450 of the records of said County; thence Northern along said Westerly right-of-way line 42.39 feet to the Northerly line of said Northern Avenue, and being 50.0 feet Southerly, as measured at right angles from Burlington Northern Railroad Company's (formerly Great Northern Railway Company) Main Track centerline of the Burlington to Concrete, Washington Branch Line, as originally located and constructed; thence Easterly along said Northern line of Northern Avenue 26.49 feet to a point being 25.0 feet Westerly, as measured at right angles from the centerline of said Railroad Company's 100.0 foot wide right-of-way; thence Southerly along a line drawn parallel with the centerline of said 100.0 foot wide right-of-way 220.0 feet, more or less, to the said North line of Ferry Street; thence Westerly along said North line of Ferry Street 45.69 feet to the point of beginning; also,

Parcel 2 of Parcel "3"

Beginning at the intersection of the North line of Woodworth Street with the centerline of 40.0 foot wide Eastern Avenue, vacated by the City Council of the City of Sedro Woolley by Resolution #101 duly passed and adopted on October 27, 1930; thence Northerly along the centerline of vacated Eastern Avenue 219.3 feet, more or less, to the South line of 80.0 foot wide Ferry Street; thence Easterly along said South line of Ferry Street 45.69 feet to a point being 25.0 feet Westerly, as measured at right angles from the centerline of Burlington Northern Railroad Company's (formerly Northern Pacific Railway Company) 100.0 foot wide right-of-way, being a portion of the same property as described in Warranty Deed from Phillip A. Woolley and Kate Woolley dated April 18, 1890 and filed for record April 25, 1890 in Volume 10 of Deeds, page 450 of the records of said County; thence Southerly along a line drawn parallel with the centerline of said 100.0 foot wide right-of-way 219.3 feet, more or less, to the said North line of Woodworth Street; thence Westerly along said North line of Woodworth Street 45.69 feet to the point of beginning.

EXHIBIT "B" - 2 -



200304170009

Skagit County Auditor

Return to:
BETTS AUSTIN JOHNSON, PLLC
1616 Cornwall Avenue, Suite 209
Post Office Box 2788
Bellingham, WA 98227-2788



200304170010
Skagit County Auditor

4/17/2003 Page 1 of 9 9:06AM

Document Title: Deed of Trust
Reference No. of Documents Released/Assigned: N/A

Grantor: COULTER PROPERTIES, L.L.C., a Washington Limited Liability Company,

Trustee: FIRST AMERICAN TITLE COMPANY OF SKAGIT COUNTY

Beneficiary: VSF PROPERTIES, L.L.C., a Washington Limited Liability Company, and
VERN SIMS FORD, INC., a Washington Corporation

Exhibit "A"

Abbreviated Legals: 1. PTN VAC NTHRN AV BLK 11 WEST ADD TO TOWN OF ...
2. PTN NW ¼ SW ¼ SCT 24 TWNS 35 N RNG 4 EWM ...
3. BLK 1 TOWN OF WOOLLEY ACC TO PLAT REC ...
4. LOTS 1 - 6 INC BLK 7 TOWN OF WOOLLEY ...
5. LOTS 7 - 11 INC BLK 7 TOWN OF WOOLLEY ...

Exhibit "B"

Abbreviated Legals: 1. PTN BLK 11 WEST ADD TO TOWN OF WOOLLEY ...
2. PT BLK 1 TOWN OF WOOLLEY, ACC TO REC PLT . .
3. 2 PARCELS LAND SIT NE ¼ SW ¼ SCT 24 TWN 35 N ...

Legal Descriptions Attached as Exhibits "A" & "B" hereto (pages 6 & 7, and pages 8 & 9).

Exhibit "A"

Assessor's Tax Parcel ID #: 1. 4176-011-005-0002
2. 4176-011-900-0107
3. 4177-001-006-0001
4. 4177-007-006-0008
5. 4177-007-011-0001

Exhibit "B"

Assessor's Tax Parcel ID #: 1. 4176-011-900-0008
2. 4177-001-011-0004
3. 350427-3-082-0200

DEED OF TRUST

THIS DEED OF TRUST, made this 15th day of April, 2003, between COULTER PROPERTIES, L.L.C., a Washington Limited Liability Company, ("Grantor"), whose address is 116 W. Ferry Street, Sedro Woolley, Washington, 98284, FIRST AMERICAN TITLE COMPANY OF SKAGIT COUNTY, ("Trustee"), whose address is 1301-B Riverside Drive, Post Office Box 1667, Mount Vernon, Washington, 98273, and VSF PROPERTIES, L.L.C. and VERN SIMS FORD, INC., ("Beneficiary"), whose address is 1804 Iowa Street, Bellingham, Washington, 98226.

WITNESSETH:

Grantor bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skagit County, Washington located at 116 W. Ferry, Sedro Woolley, Washington:

Legal descriptions attached hereto as Exhibits "A" and "B".

which real property is not used principally for agricultural purposes, together with all the tenements, hereditaments and appurtenances now or hereafter belonging or in any way appertaining and the rents, issues and profits.

This deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of Two Million Seventy-Four Thousand Dollars (\$2,074,000.00) with interest, in accordance with the terms of a Promissory Note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of its successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.

2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary as its interest may appear and then to the Grantor. The amount collected under any insurance policy may be applied upon any



indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured by this Deed of Trust.

7. No portion of the loan proceeds secured by this deed of trust shall be used for any personal, family or household purpose.

8. The Grantor agrees to pay for any property appraisals that may be required in connection with a deficiency judgment proceeding.

9. Neither the property covered by this Deed of Trust, nor any part thereof, or interest therein, shall be encumbered, sold, conveyed or otherwise transferred by Grantor. In the event that the Grantor sells or otherwise transfers any or all of the property covered by this Deed of Trust, the monies owed to the Beneficiary and secured by this Deed of Trust shall immediately become due and payable to the Beneficiary.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee or its authorized agent shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, (as amended), at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto or may be deposited (less clerk's filing fee) with the clerk of the Superior Court of the county in which sale takes place.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of their execution of this Deed of Trust, and such as they may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrances for value.

6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

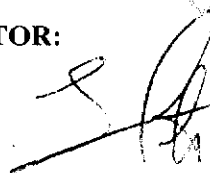
7. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary shall appoint in writing a successor Trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor Trustee shall be vested with all powers of the original Trustee. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

8. The Promissory Note secured by this Deed of Trust shall be immediately due upon the sale or transfer of all or any portion of Grantor's interest in the secured property.

9. Should Beneficiary retain the services of an attorney to enforce any provision herein the Grantor shall be obligated to pay the attorney fees and costs incurred therein.

10. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

GRANTOR:



By: TRAVIS W. COULTER
Its: Manager

DEED OF TRUST

- 4 -



200304170010
Skagit County Auditor

4/17/2003 Page

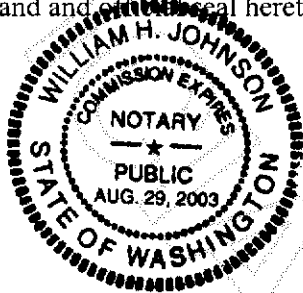
4 of

9 9:06AM

STATE OF WASHINGTON)
)ss.
COUNTY OF WHATCOM)

On this 15 day of April, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared TRAVIS COULTER, to me known to be the Manager of COULTER PROPERTIES, L.L.C., the Company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said Company.

Witness my hand and official seal hereto affixed the day and year first above written.



William H. Johnson
Name: William H. Johnson
NOTARY PUBLIC in and for the State of
Washington, residing at London.
My Commission Expires: 8/29/03.

REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.

TO: TRUSTEE.

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

DATED this ____ day of _____, _____.

By: _____

Mail Reconveyance to:

DOTCOULTER\FINAL\FILES\CLIENTS\BIMS

DEED OF TRUST

- 5 -



200304170010
Skagit County Auditor

4/17/2003 Page 5 of 9 9:06AM

EXHIBIT "A"

Parcel "1": 4176-011-005-0002

That portion of the vacated Northern Avenue and of Block 11 of "WEST ADDITION TO THE TOWN OF WOOLLEY, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 2 of Plats, page 89, records of Skagit County, Washington, described as follows:

Beginning at the Southwest corner of said Block 11; thence East along the South line thereof 210 feet to the true point of beginning; thence continue East along said South line 91.5 feet; thence North to the right-of-way of the Seattle and Northern Railway Company; thence in a Southwesterly direction along the South line of said right-of-way to a point due North of the true point of beginning; thence South to the true point of beginning.

Parcel "2": 4176-011-900-0107

That portion of the Northwest 1/4 of the Southwest 1/4 of Section 24, Township 35 North, Range 4 East, W.M., and Lots 1 and 2, Block 1, "TOWN OF WOOLLEY", as per plat recorded in Volume 2 of Plats, page 92, records of Skagit County, Washington and of vacated streets adjoining described as follows:

Beginning at a point on the North line of Ferry Street, 361.5 feet East of the Southwest corner of Block 11, "WEST ADDITION TO THE TOWN OF WOOLLEY, SKAGIT COUNTY, WASHINGTON", according to the plat recorded in Volume 2 of Plats, page 89, records of Skagit County, Washington; thence East along the North line of Ferry Street 125 feet; thence North to the South line of the Seattle & Northern Railway right-of-way as shown on said plat; thence Southwesterly along said right-of-way line to a point due North of the place of beginning; thence South to the place of beginning.



200304170010

Skagit County Auditor

Parcel "3": 4177-001-006-0001

That part of Block 1, "TOWN OF WOOLLEY", according to the plat recorded in Volume 2 of Plats, page 92, records of Skagit County, Washington, and of the vacated streets adjoining, and vacated alley through said block, that have reverted by process of law, lying within the following boundaries:

Beginning at a point on the South line of said Block 1, which is 486.5 feet East of the Southwest corner of Block 11, "WEST ADDITION TO WOOLLEY", thence East along the South line of said Block 1 to the East line of alley as platted in said Block 1, "TOWN OF WOOLLEY"; thence North at right angles from the South line of said block to the South line of the Great Northern Railroad right-of-way; thence Westerly along the South line of said right-of-way to intersect with a line running North from the point of beginning and at right angles to the South line of said block; thence South to the point of beginning.

Parcel "4": 4177-007-006-0008

Lots 1 to 6, inclusive, Block 7, "TOWN OF WOOLLEY", according to the plat recorded in Volume 2 of Plats, page 92, records of Skagit County, Washington.

Parcel "5": 4177-007-011-0001

Lots 7 through 11, inclusive, Block 7, "TOWN OF WOOLLEY", as per plat recorded in Volume 2 of Plats, page 92, records of Skagit County, Washington.

TOGETHER WITH the West 1/2 of that portion of vacated Eastern Avenue lying West of the Northern Pacific right-of-way and directly East of said Block 7 which has reverted to said premises upon operation of law.



200304170010
Skagit County Auditor

EXHIBIT "B"

Parcel "1": 4176-011-900-0008

That portion of Block 11, "WEST ADDITION TO THE TOWN OF WOOLLEY, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 2 of Plats, page 89, records of Skagit County, and of vacated Northern Avenue adjoining on the North, described as follows:

Beginning at a point 301.5 feet East of the Southwest corner of Block 11, "WEST ADDITION TO WOOLLEY"; thence East along the North line of Ferry Street 60 feet; thence North to the South line of the Seattle & Northern Railway right-of-way; thence Southwesterly along said Railway line to a point due North of the point of beginning; thence South to the point of beginning.

Parcel "2": 4177-001-011-0004

That part of Block 1 "TOWN OF WOOLLEY", according to the recorded plat thereof in the Office of the Auditor of Skagit County, Washington, in Volume 2 of Plats, page 92, and of the vacated streets adjoining and vacated alley through said block, that have reverted by process of law, lying within the following described boundaries:

Beginning at a point 586.5 feet East of the Southwest corner of Block 11, of "WEST ADDITION TO WOOLLEY, SKAGIT COUNTY, WASH.", according to the recorded plat thereof in the Office of the Auditor of Skagit County, Washington in Volume 2 of Plats, page 89, and on the South line of Block 1 of the "TOWN OF WOOLLEY"; thence running North to the South line of the right-of-way of the Seattle and Northern Railway Company; thence Easterly along the South line of said right-of-way to a point 20 feet West of the West line of the original right-of-way of Northern Pacific Railway Co.; thence South parallel to and 20 feet distant from the West line of the original right-of-way of the Northern Pacific Railway Co. to the North line of Ferry Street; thence West along the North line of Ferry Street and along the South line of Block 1 of said "TOWN OF WOOLLEY", to the place of beginning; EXCEPT that portion thereof lying West of the East line of alley as platted in Block 1, "TOWN OF WOOLLEY".



⁴
Parcel "3": 35042~~2~~-3-082-0200

Two parcels of land situated in the Northeast 1/4 of the Southwest 1/4 of Section 24, Township 35 North, Range 4 East, W.M., Sedro Woolley, Skagit County, Washington, described as follows, to-wit:

Parcel 1 of Parcel "3"

Beginning at the intersection of the North line of Ferry Street with the centerline of 40.0 foot wide Eastern Avenue, vacated by the City Council of the City of Sedro Woolley by Resolution #101, duly passed and adopted on October 27, 1930; thence Northerly along the centerline of vacated Eastern Avenue 170.0 feet, more or less, to the Southerly line of Northern Avenue, according to the official plat of Sedro-Woolley, as filed in the County Auditor's Office in Skagit County, Washington; thence Easterly along said Southerly line of Northern Avenue 20.3 feet to the Easterly line of said vacated Eastern Avenue, also being on the Westerly line of Burlington Northern Railroad Company's (formerly Northern Pacific Railway Company) 100.0 foot wide right-of-way, being a portion of the same property as described in Warranty Deed from Phillip A. Woolley and Kate Woolley dated April 18, 1890 and filed for record April 25, 1890 in Volume 10 of Deeds, page 450 of the records of said County; thence Northern along said Westerly right-of-way line 42.39 feet to the Northerly line of said Northern Avenue, and being 50.0 feet Southerly, as measured at right angles from Burlington Northern Railroad Company's (formerly Great Northern Railway Company) Main Track centerline of the Burlington to Concrete, Washington Branch Line, as originally located and constructed; thence Easterly along said Northern line of Northern Avenue 26.49 feet to a point being 25.0 feet Westerly, as measured at right angles from the centerline of said Railroad Company's 100.0 foot wide right-of-way; thence Southerly along a line drawn parallel with the centerline of said 100.0 foot wide right-of-way 220.0 feet, more or less, to the said North line of Ferry Street; thence Westerly along said North line of Ferry Street 45.69 feet to the point of beginning; also,

Parcel 2 of Parcel "3"

Beginning at the intersection of the North line of Woodworth Street with the centerline of 40.0 foot wide Eastern Avenue, vacated by the City Council of the City of Sedro Woolley by Resolution #101 duly passed and adopted on October 27, 1930; thence Northerly along the centerline of vacated Eastern Avenue 219.3 feet, more or less, to the South line of 80.0 foot wide Ferry Street; thence Easterly along said South line of Ferry Street 45.69 feet to a point being 25.0 feet Westerly, as measured at right angles from the centerline of Burlington Northern Railroad Company's (formerly Northern Pacific Railway Company) 100.0 foot wide right-of-way, being a portion of the same property as described in Warranty Deed from Phillip A. Woolley and Kate Woolley dated April 18, 1890 and filed for record April 25, 1890 in Volume 10 of Deeds, page 450 of the records of said County; thence Southerly along a line drawn parallel with the centerline of said 100.0 foot wide right-of-way 219.3 feet, more or less, to the said North line of Woodworth Street; thence Westerly along said North line of Woodworth Street 45.69 feet to the point of beginning.

EXHIBIT "B" - 2 -



200304170010

Skagit County Auditor



Order No. 01-178209



This sketch is a courtesy of LAND TITLE AND ESCROW COMPANY to assist in locating the premises. It is not based on a survey, and the Company assumes no liability for variations, if any, in dimensions and locations.

This map does NOT purport to show all highways, roads, or easements affecting the property.

 First American Title™	Subdivision Guarantee
Guarantee	ISSUED BY First American Title Insurance Company GUARANTEE NUMBER 5003353-0002798e

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

FIRST AMERICAN TITLE INSURANCE COMPANY
a Nebraska corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

For Reference:

File #: 01-178209-F
Loan #: N/A

Issued By:

Land Title and Escrow Company
111 E. George Hopper Road
Burlington, WA 98233

This jacket was created electronically and constitutes an original document

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS**1. Definition of Terms.**

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party,

notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and

Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707** Claims.NIC@firstam.com Phone: 888-632-1642 Fax: 877-804-7606



First American Title Insurance Company

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

SUBDIVISION GUARANTEE

SCHEDULE A

Liability: \$ 2,000.00

Policy No.: 5003353-0002798e

Dated: May 20, 2020 at 8:00 A.M.

Order No.: 01-178209-F

Fee: \$350.00

Tax: \$29.75

Name of Assured:

PAUL FOSTER & ALONGI, INC.

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matters relative to the following described real property:

(See Schedule "A-1," attached.)

Title to said real property is vested in:

COULTER PROPERTIES, L.L.C., a Washington Limited Liability Company

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Unpatented mining claims; reservations or exceptions in the United States Patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
3. Title to any property beyond the lines of the real property expressly described herein, or title to streets, roads, avenues, lanes, ways or waterways on which such real property abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.

SUBDIVISION GUARANTEE

Order No.: 01-178209-F

Policy No. 5003353-0002798e

SCHEDULE A

EXCEPTIONS CONTINUED:

4. General taxes, together with interest, penalty and statutory foreclosure costs, if any, first half delinquent May 1, 2020, if unpaid, second half delinquent November 1, 2020, if unpaid:

<u>Account No.</u>	<u>Year</u>	<u>Amount Billed</u>	<u>Amount Paid</u>	<u>Balance Owning</u>
4176-011-005-0002	2020	\$1,070.48	\$535.27	\$535.21
Property I.D. No.: P77410 (Affects Parcel A)				
4176-011-900-0107	2020	\$1,059.96	\$530.00	\$529.96
Property I.D. No.: P77412 (Affects Parcel B)				
4177-001-006-0001	2020	\$12,066.38	\$6,033.21	\$6,033.17
Property I.D. No.: P77451 (Affects Parcel C)				
4177-007-006-0008	2020	\$1,526.37	\$763.23	\$763.14
Property I.D. No.: P44792 (Affects Parcel D)				
4177-007-011-0001	2020	\$2,348.63	\$1,174.34	\$1,174.29
Property I.D. No.: P77493 (Affects Parcel E)				
4176-011-900-0008	2020	\$739.87	\$369.95	\$369.92
Property I.D. No.: P77411 (Affects Parcel F)				
4177-001-011-0004	2020	\$2,319.17	\$1,159.61	\$1,159.56
Property I.D. No.: P77452 (Affects Parcel G)				
350424-3-082-0200	2020	\$1,818.00	\$909.03	\$908.97
Property I.D. No.: P109239 (Affects Parcel H)				

5. Municipal assessments and impact fees, if any, levied by the City of Sedro-Woolley.

6. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

Grantor:	Coulter Properties, L.L.C., a Washington Limited Liability Company
Trustee:	First American Title Company of Skagit County
Beneficiary:	VSF Properties, L.L.C. and Vern Sims Ford, Inc.
Amount:	\$2,074,000.00
Dated:	April 15, 2003
Recorded:	April 17, 2003
Auditor's No.:	200304170010

7. Unrecorded leaseholds, if any; rights of vendors and holders of security interests on personal property installed upon said Land, and rights of tenants to remove trade fixtures at the expiration of the term.
8. Easements, restrictions, and other matters shown on Schedule "B-1" attached are also excepted from coverage. The easements, restrictions and other matters shown as lettered exceptions on Schedule "B-1" are excepted from policy coverage to the same extent that the numbered Schedule "B" Special Exceptions shown herein are excepted from policy coverage.

SUBDIVISION GUARANTEE

Order No.: 01-178209-F

Policy No. 5003353-0002798e

SCHEDULE A

EXCEPTIONS CONTINUED:

NOTE #1: EFFECTIVE JANUARY 1, 1997, AND PURSUANT TO AMENDMENT OF WASHINGTON STATE STATUTES RELATING TO STANDARDIZATION OF RECORDED DOCUMENTS, THE FOLLOWING FORMAT AND CONTENT REQUIREMENTS MUST BE MET. FAILURE TO COMPLY MAY RESULT IN REJECTION OF THE DOCUMENTS BY THE RECORDER.

Margins to be 3" on top of first page and 1" on sides and bottom, 1" on top, sides and bottom of each succeeding page. Font size of 8 points or larger, paper size of no more than 8 1/2" by 14". No attachments on pages such as stapled or taped notary seals, pressure seals must be smudged.

INFORMATION WHICH MUST APPEAR ON THE FIRST PAGE

Title or titles of documents. If assignment or reconveyance, reference to auditor's file number of subject deed of trust must be included. Names of grantor(s) and grantee(s) with reference to additional names on following pages, if any.
Abbreviated legal description (lot, block, volume/page of plat or section/township/range and quarter section or government lot for unplatted).
Assessor's tax parcel number(s). Return address which may appear in the upper left hand 3" top margin.

Pursuant to item c.) above, the abbreviated legal description for the subject property is as follows:

Ptn Blks 1 & 7, Woolley, The Hub Of Skagit Co; Ptn Blk 11, West Add. To Town Of Woolley; Ptn NE/SW, Sec. 24, Twn 35 N, Rg 4 E W.M.

NOTE #2: The property description included herein is based upon the application for Title Insurance. Before any instrument(s) pertaining to this property is/are prepared, the description should be verified and approved by all parties.

NOTE #3: Unless otherwise specified, this Company has assigned this file to the following Underwriter for the policy to issue: First American Title Company.

Schedule "A-1"

Order No.: 01-178209-F
Policy No.: 5003353-0002798e

DESCRIPTION:

PARCEL "A":

That portion of the vacated Northern Avenue and Block 11, "WEST ADDITION TO THE TOWN OF WOOLLEY, SKAGIT COUNTY, WASH.," as per plat recorded in Volume 2 of Plats, page 89, records of Skagit County, Washington, described as follows:

Beginning at the Southwest corner of said Block 11;
thence East along the South line thereof 210 feet to the true point of beginning;
thence continue East along said South line 91.5 feet;
thence North to the right of way of the Seattle and Northern Railway Company;
thence in a Southwesterly direction along the South line of said right of way to a point due North of the true point of beginning;
thence South to the true point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

That portion of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 24, Township 35 North, Range 4 East, W.M., and Lots 1 and 2, Block 1, "WOOLLEY, THE HUB OF SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 2 of Plats, page 92, records of Skagit County, Washington, and of vacated streets adjoining described as follows:

Beginning at a point on the North line of Ferry Street, 361.5 feet East of the Southwest corner of Block 11, "WEST ADDITION TO THE TOWN OF WOOLLEY, SKAGIT COUNTY, WASH.," as per plat recorded in Volume 2 of Plats, page 89, records of Skagit County, Washington;
thence East along the North line of Ferry Street 125 feet;
thence North to the South line of the Seattle & Northern Railway right of way as shown on said plat;
thence Southwesterly along said right of way line to a point due North of the place of beginning;
thence South to the place of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "C":

That part of Block 1, "WOOLLEY, THE HUB OF SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 2 of Plats, page 92, records of Skagit County, Washington, and of the vacated streets adjoining, and vacated alley through said Block, that have reverted by process of law, lying within the following boundaries:

Schedule "A-1"

Order No.: 01-178209-F
Policy No.: 5003353-0002798e

DESCRIPTION CONTINUED:

PARCEL "C" continued:

Beginning at a point on the South line of said Block 1, which is 486.5 feet East of the Southwest corner of Block 11, "WEST ADDITION TO THE TOWN OF WOOLLEY, SKAGIT COUNTY, WASH."; thence East along the South line of said Block 1 to the East line of alley as platted in said Block 1, "WOOLLEY, THE HUB OF SKAGIT COUNTY, WASHINGTON"; thence North at right angles from the South line of said block to the South line of the Great Northern Railroad right of way; thence Westerly along the South line of said right of way to intersect with a line running North from the point of beginning and at right angles to the South line of said Block; thence South to the point of beginning.

Situate in the County of Skagit, State of Washington.

PARCEL "D":

Lots 1 to 6, inclusive, Block 7, "WOOLLEY, THE HUB OF SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 2 of Plats, page 92, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

PARCEL "E":

Lots 7 through 11, inclusive, Block 7, "WOOLLEY, THE HUB OF SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 2 of Plats, page 92, records of Skagit County, Washington.

TOGETHER WITH the West ½ of that portion of vacated Eastern Avenue lying West of the Northern Pacific right of way and directly East of said Block 7, which has reverted to said premises upon operation of law.

Situate in the County of Skagit, State of Washington.

PARCEL "F":

That portion of Block 11, "WEST ADDITION TO THE TOWN OF WOOLLEY, SKAGIT COUNTY, WASH.," as per plat recorded in Volume 2 of Plats, page 89, records of Skagit County, Washington, and of vacated Northern Avenue adjoining on the North, described as follows:

Beginning at a point 301.5 feet East of the Southwest corner of Block 11, "WEST ADDITION TO THE TOWN OF WOOLLEY, SKAGIT COUNTY, WASH."; thence East along the North line of Ferry Street 60 feet; thence North to the South line of the Seattle & Northern Railway right of way; thence Southwesterly along said Railway line to a point due North of the point of beginning; thence South to the point of beginning.

Situate in the County of Skagit, State of Washington.

Schedule "A-1"

Order No.: 01-178209-F
Policy No.: 5003353-0002798e

DESCRIPTION CONTINUED:

PARCEL "G":

That part of Block 1, "WOOLLEY, THE HUB OF SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 2 of Plats, page 92, records of Skagit County, Washington and of the vacated streets adjoining and vacated alley through said Block, that have reverted by process of law, lying within the following described boundaries:

Beginning at a point 586.5 feet East of the Southwest corner of Block 11, of "WEST ADDITION TO THE TOWN OF WOOLLEY, SKAGIT COUNTY, WASH.," as per plat recorded in Volume 2 of Plats, page 89, records of Skagit County, Washington and on the South line of Block 1 of the "WOOLLEY, THE HUB OF SKAGIT COUNTY, WASHINGTON";

thence running North to the South line of the right of way of the Seattle and Northern Railway Company; thence Easterly along the South line of said right of way to a point 20 feet West of the West line of the original right of way of Northern Pacific Railway Co.;

thence South parallel to and 20 feet distant from the West line of the original right of way of the Northern Pacific Railway Co. to the North line of Ferry Street;

thence West along the North line of Ferry Street and along the South line of Block 1 of said "WOOLLEY, THE HUB OF SKAGIT COUNTY, WASHINGTON", to the place of beginning, EXCEPT that portion thereof lying West of the East line of alley as platted in Block 1, "WOOLLEY, THE HUB OF SKAGIT COUNTY, WASHINGTON".

Situate in the County of Skagit, State of Washington.

PARCEL "H":

Two parcels of land situated in the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 24, Township 35 North, Range 4 East, W.M., Sedro-Woolley, Skagit County, Washington, described as follows, to-wit:

Parcel 1:

Beginning at the intersection of the North line of Ferry Street with the centerline of 40.0 foot wide Eastern Avenue, vacated by the City Council of the City of Sedro-Woolley by Resolution #101, duly passed and adopted on October 27, 1930;

thence Northerly along the centerline of vacated Eastern Avenue 170.0 feet, more or less, to the Southerly line of Northern Avenue, according to the official Plat of Sedro-Woolley, as filed in the County Auditor's Office in Skagit County, Washington;

thence Easterly along said Southerly line of Northern Avenue 20.3 feet to the Easterly line of said vacated Eastern Avenue, also being on the Westerly line of Burlington Northern Railroad Company's (formerly Northern Pacific Railway Company) 100.0 foot wide right of way, being a portion of the same property as described in Warranty Deed from Phillip A. Woolley and Kate Woolley dated April 18, 1890 and filed for record April 25, 1890 in Volume 10 of Deeds, page 450 of the records of said County;

Schedule "A-1"

Order No.: 01-178209-F
Policy No.: 5003353-0002798e

DESCRIPTION CONTINUED:

PARCEL H, Parcel 1 continued:

thence Northern along said Westerly right of way line 42.39 feet to the Northerly line of said Northern Avenue, and being 50.0 feet Southerly, as measured at right angles from Burlington Northern Railroad Company's (formerly Great Northern Railway Company) Main Track centerline of the Burlington to Concrete, Washington Branch Line, as originally located and constructed;
thence Easterly along said Northern line of Northern Avenue 26.49 feet to a point being 25.0 feet Westerly, as measured at right angles from the centerline of said Railroad Company's 100.0 foot wide right of way;
thence Southerly along a line drawn parallel with the centerline of said 100.0 foot wide right of way 220.0 feet, more or less, to the said North line of Ferry Street;
thence Westerly along said North line of Ferry Street 45.69 feet to the point of beginning, also,

Parcel 2:

Beginning at the intersection of the North line of Woodworth Street with the centerline of 40.0 foot wide Eastern Avenue, vacated by the City Council of the City of Sedro-Woolley by Resolution #101 duly passed and adopted on October 27, 1930;
thence Northerly along the centerline of vacated Eastern Avenue 219.3 feet, more or less, to the South line of 80.0 foot wide Ferry Street;
thence Easterly along said South line of Ferry Street 45.69 feet to a point being 25.0 feet Westerly, as measured at right angles from the centerline of Burlington Northern Railroad Company's (formerly Northern Pacific Railway Company) 100.0 foot wide right of way, being a portion of the same property as described in Warranty Deed from Phillip A. Woolley and Kate Woolley dated April 18, 1890 and filed for record April 25, 1890 in Volume 10 of Deeds, page 450 of the records of said County;
thence Southerly along a line drawn parallel with the centerline of said 100.0 foot wide right of way 219.3 feet, more or less, to the said North line of Woodworth Street;
thence Westerly along said North line of Woodworth Street 45.69 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

EXCEPTIONS:

A. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES, DEDICATIONS,
PROVISIONS AND SURVEY MATTERS AS DESCRIBED AND/OR DELINEATED ON THE
FACE OF SAID PLAT OR SHORT PLAT, AS FOLLOWS:

Plat/Short Plat:	West Addition to the Town of Woolley, Skagit County, Wash.
Auditor's No.:	Volume 2 of Plats, page 89

B. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES, DEDICATIONS,
PROVISIONS AND SURVEY MATTERS AS DESCRIBED AND/OR DELINEATED ON THE
FACE OF SAID PLAT OR SHORT PLAT:

Plat/Short Plat:	Woolley, The Hub of Skagit County, Washington
Auditor's No.:	Volume 2 of Plats, page 92

C. MATTERS DISCLOSED BY RECORD OF SURVEY:

Recorded:	November 1, 1996
Auditor's File No.:	199611010075

West Addition TO THE TOWN OF WOOLLEY SKAGIT COUNTY WASH.

SCALE OF REDUCTION 200' = 1"

DESCRIPTION

This West Addition to Woolley lies in the N.W. 1/4 of S.W. 1/4 and the S.W. 1/4 of the N.W. 1/4 of Section 24 Tp. 35 N R. 4 E. and is described as follows:— Beginning at the N.E. Corner of the S.W. 1/4 of Section 24 Tp. 35 N R. 4 E. thence West 132 Feet, thence South 330, thence East 132 ft. thence South 935.5 ft. thence West 880 ft. thence North 2436.2 ft. thence East 880 ft. thence South 848.7 ft. thence West 132 ft. thence South 330 ft. thence East 132 ft. to point of beginning excepting therefrom the Right of Way of the F. & S. R.R. and the S. & N. R.R. The Initial Point is the N.E. Corner of the N.W. 1/4 of S.W. 1/4 of Section 24 Tp. 35 N R. 4 E.

DEDICATION

Know all men by these that we C. H. Mann, R. D. Mann, O. J. Barseth, Geo. Nelson, John Solseth, N. W. Carpenter, owners in fee simple of the land embraced in the West Addition to Woolley, Skagit County Wash., do hereby declare the same, and do hereby dedicate to the use of the public forever all the streets and alleys as plotted thereon, reserving the right to construct, maintain and repair at any time, water-mains, street railways and electric lights. Witness our hands and seals this 10th day of December 1890.

Attest

Adolph Behrens }
Geo. H. Smith

C. H. Mann (Seal) R. D. Mann (Seal)
Geo. Nelson by Ole J. Barseth his atty in fact (Seal)
John Solseth (Seal)
N. W. Carpenter (Seal) Margaret E. Carpenter (Seal)
Ole J. Barseth (Seal)

ACKNOWLEDGMENT

State of Washington }
County of Skagit

This is to certify that on this 10th day of December 1890, before me a Notary in and for Skagit County Washington, personally came C. H. Mann & R. D. Mann, man and wife, N. W. Carpenter & Margaret E. Carpenter man and wife, and Ole J. Barseth, to me known to be the individuals described in and who executed the annexed plat and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned. — And the said R. D. Mann & Margaret E. Carpenter, wives of said C. H. Mann and N. W. Carpenter, respectively, upon examination by me separate and apart from their husbands after the contents of said instrument were by me fully made known unto them, and they were by me fully appraised of their rights and the effect of signing the within instrument did freely and voluntarily, separate and apart from their said husbands, acknowledge the same, acknowledging that they did, voluntarily and of their own free will, and without fear of or coercion from their said husbands execute the same as their free and voluntary act and deed for uses and purposes therein mentioned. And the said Ole J. Barseth also acknowledged to me that as the attorney in fact of George Nelson and John Solseth he signed the same as and for their free and voluntary act and deed for the uses and purposes therein mentioned.

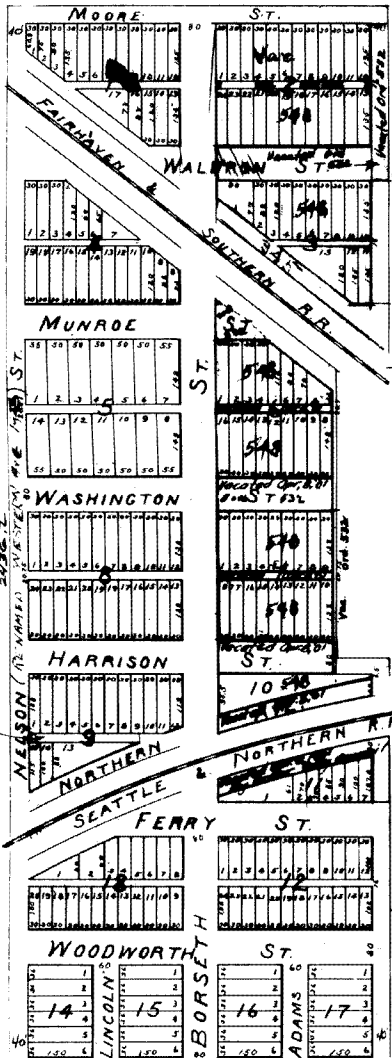
Witness my hand and official seal this 10th day of Decr. A.D. 1890



Adolph Behrens
Notary Public in and for Skagit County, State of Washington
Residing at Mt. Vernon.

Filed Jan 20th 1891 at 1: P.M. by Ole J. Barseth
Recorded Jan 25, 1891.

Fred. B. Paper
County Recorder
Per D



Adolph Behrens
Notary Public
State of Washington
County of Skagit

WOOLLEY

THE HUB OF SKAGIT COUNTY

WASHINGTON

Scale = 100 Feet to an Inch
(Reduced to 200 Ft = 1 In.)

DESCRIPTION

The Town of Woolley is situated at the junction of the Seattle Lake Shore and Eastern Ry. The Fairhaven and Southern R.R. and the Seattle and Northern Ry. in Section twenty four (24) Township thirty five (35) North and Range four (4) East W.M. in Skagit County State of Washington.
It embraces all of the N.E. 1/4 of the S.W. 1/4 of section 24 and a portion of the S.E. 1/4 of the N.W. 1/4 lying adjacent to and extending 1204 feet north of the above N.E. 1/4 of the S.W. 1/4.
The Initial point of this plat is at the center of Section 24.

DEDICATION

Know all men by these presents: That we P.A. Woolley and Kate Woolley his wife and W.A. Woolley an unmarried man being owners of the land embraced in the foregoing plat of the Town of Woolley do hereby declare the foregoing plat to be a true and correct plat of the town of Woolley and we do hereby dedicate to the use of the Public as public highways all and singular the streets and alleys shown upon said plat.

In witness whereof we have hereunto set our hands and seals this 3 day of June AD. 1890.

Signed and sealed
in the presence of
John R. Bell
A. G. Mosier

P. A. Woolley
Kate Woolley
W. A. Woolley

Seal
Seal
Seal

ACKNOWLEDGEMENT

State of Washington
County of Skagit

This is to certify that on the 3rd day of June AD. 1890, before me A.G. Mosier a Notary Public in and for the State of Washington personally came P.A. Woolley and Kate Woolley his wife and W.A. Woolley an unmarried man known to me to be the identical persons as named in and who signed and sealed the foregoing plat. Dedication, and the said P.A. Woolley Kate Woolley his wife and W.A. Woolley acknowledged to me that they signed and sealed the same as their free and voluntary acts and deeds for the uses and purposes therein expressed.

In witness whereof I have hereunto set my hand and affixed my Notarial seal the day and year in this certificate first written.

Notary Public for
State of Washington

A. G. Mosier
Residence at Sedro.



Filed at request of W.A. Woolley at 10 AM June 13 1890

County Recorder
R. J.

