



Electronic Copy

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
PO Box 47775 • Olympia, Washington 98504-7775 • 360-407-6300
Call 711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

January 19, 2021

Tom Ringo
OPG/Pope Resources, LP
19950 7th Ave NE, Suite 200
Poulsbo, WA 98370
tringo@orminc.com

Re: No Further Action at the following Site:

- **Site Name:** Olympic Water & Sewer Inc.
- **Site Address:** 781 Walker Way, Port Ludlow, WA 98365
- **Facility/Site ID:** 62223345
- **Cleanup Site ID:** 1196
- **VCP Project No.:** SW1311
- **Tax Parcel:** 821084004

Dear Tom Ringo:

The Washington State Department of Ecology (Ecology) received your request for an opinion on your independent cleanup of the Olympic Water & Sewer Inc., (Site). This letter provides our opinion. We are providing this opinion under the authority of the [Model Toxics Control Act \(MTCA\)](#),¹ [chapter 70A.305 Revised Code of Washington \(RCW\)](#).²

Issues Presented and Opinion

Ecology has determined that no further remedial action is necessary to clean up contamination at the Site.

This opinion is dependent on the continued performance and effectiveness of the post-cleanup controls and monitoring specified below.

This opinion is based on an analysis of whether the remedial action meets the substantive requirements of MTCA, chapter 70A.305 RCW, and its implementing regulations, Washington Administrative Code ([WAC](#)) [chapter 173-340](#)³ (collectively “substantive requirements of MTCA”). The analysis is provided below.

¹ <https://fortress.wa.gov/ecy/publications/SummaryPages/9406.html>

² <https://app.leg.wa.gov/RCW/default.aspx?cite=70A.305>

³ <https://apps.leg.wa.gov/WAC/default.aspx?cite=173-340>

Description of the Property and the Site

This opinion applies only to the Site described below. This opinion does not apply to any other sites that may affect the Property. Any such sites, if known, are identified separately below.

1. Description of the Property.

The Property includes the following tax parcel in Jefferson County, which was affected by the Site and addressed by your cleanup:

- 82184004: 781 Walker Way – S8 T28 R1E SW SE (LS PTN PLATTED & LS PTN N/WALKER WAY) INC SM PTN IN SESE

The environmental covenant provided in **Enclosure A** includes a legal description of the Property and diagrams of the Site.

2. Description of the Site.

The Site is defined by the nature and extent of contamination associated with the following release:

- Total Petroleum Hydrocarbons (TPH) in Soil, Groundwater, and Air

A parcel of real property can be affected by multiple sites. At this time, we have no information that the parcel(s) associated with this Site are affected by other sites.

Basis for the Opinion

This opinion is based on the information contained in the following documents:

1. Aspect Consulting, LLC.(Aspect), *Groundwater Monitoring Plan – Final, Olympic Water & Sewer, Inc. Site, 781 Walker Way, Port Ludlow, WA*, July 20, 2015.
2. Ecology, *No Further Action Likely Opinion Letter, Olympic Water & Sewer, Inc. Site, 781 Walker Way, Port Ludlow, WA*, February 11, 2014.
3. Aspect, *Focused Feasibility Study, Olympic Water & Sewer, Inc. Site, 781 Walker Way, Port Ludlow, WA*, September 24, 2013.
4. SLR International Corp. (SLR), *Soil Vapor Extraction Pilot Test Report, Olympic Water & Sewer, Inc. Facility, 781 Walker Way, Port Ludlow, WA*, May 8, 2012.
5. SLR, *Additional Investigation Report, Olympic Water & Sewer, Inc. Facility, 781 Walker Way, Port Ludlow, WA*, August 2, 2011.

6. Ecology, *Site Hazard Assessment, Olympic Water & Sewer, Inc. Site, 781 Walker Way, Port Ludlow, WA*, April 26, 2011.
7. SLR, *Site Characterization Report, Olympic Water & Sewer, Inc. Site, 781 Walker Way, Port Ludlow, WA*, December 17, 2010.
8. Robinson-Noble, Inc., *Well 17 Site Contamination, Initial Findings, and Recommendations, Olympic Water & Sewer, Inc. Site, 781 Walker Way, Port Ludlow, WA*, April 26, 2009.
9. Applied Geotechnology Inc., *Hydrocarbon Contamination Assessment and Underground Storage Tank Removal, Port Ludlow Water District, Port Ludlow, WA*, March 4, 1991.

Site documents are kept in the Central Files of the Southwest Regional Office of Ecology (SWRO) for review by appointment only. Information on obtaining the records can be found on [Ecology's public records requests web page](#).⁴ Some site documents may be available on [Ecology's Cleanup Site Search web page](#).⁵ This opinion is void if any of the information contained in the documents is materially false or misleading.

Analysis of the Cleanup

Ecology has concluded that **no further remedial action** is necessary to clean up contamination at the Site. That conclusion is based on the following analysis:

1. Characterization of the Site.

Ecology has determined your characterization of the Site is sufficient to establish cleanup standards and select a cleanup action.

The Site is described in detail in Ecology's letter dated February 11, 2014 and in the September 24, 2013, Focused Feasibility Study.

2. Establishment of Cleanup Standards for the Site.

Points of Compliance: Ecology has determined the cleanup levels and points of compliance you established for the Site meet the substantive requirements of MTCA. MTCA Method A cleanup levels for unrestricted land uses and terrestrial ecological evaluation-based cleanup levels were selected for the cleanup action. Surface water and sediment are not likely to be impacted throughout the Site.

⁴ <https://ecology.wa.gov/About-us/Accountability-transparency/Public-records-requests>

⁵ <https://apps.ecology.wa.gov/gsp/Sitepage.aspx?csid=1196>

Ecology concurs with the use of the following points of compliance and cleanup levels for the Site:

Media	Points of Compliance
Soil-Direct Contact	Based on human exposure via direct contact, the standard point of compliance is throughout the Site from ground surface to fifteen feet below the ground surface. ⁶
Soil-Protection of Groundwater	Based on the protection of groundwater, the standard point of compliance is throughout the Site. ⁷
Soil-Protection of Plants, Animals and Soil Biota	Based on ecological protection, the standard point of compliance is throughout the Site from ground surface to fifteen feet below the ground surface. ⁸
Groundwater	Based on the protection of groundwater quality, the standard point of compliance is throughout the Site from the uppermost level of the saturated zone extending vertically to the lowest most depth which could potentially be affected by the Site. ⁹
Groundwater-Surface Water Protection	Based on the protection of surface water, the standard point of compliance is all locations where hazardous substances are released to surface water. ¹⁰
Air Quality	Based on the protection of air quality, the conditional point of compliance is indoor and ambient air throughout the Site. ¹¹

Cleanup Levels: Ecology concurs that the following cleanup levels meet the substantive requirements of MTCA for hazardous substances detected at the Site.

Hazardous Substance	Soil Cleanup Level (mg/kg)	Groundwater Cleanup Level (µg/L)
TPH as Gasoline	30	800
Benzene	0.03	5
Ethylbenzene	6	700
Total Xylenes	9	1,000

⁶ WAC 173-340-740 (6)(d)

⁷ WAC 173-340-747

⁸ WAC 173-340-7490(4)(b)

⁹ WAC 173-340-720(8)(b)

¹⁰ WAC 173-340-730(6)

¹¹ WAC 173-340-750(6)

3. Selection of Cleanup Action.

Ecology has determined the cleanup you selected for the Site meets the substantive requirements of MTCA. The cleanup meets minimum cleanup requirements and does not exacerbate conditions or preclude reasonable cleanup alternatives elsewhere at the Site. This cleanup only limits cleanup until the Property infrastructure is altered or removed.

Cleanup actions conducted at the Site include underground storage tank removal and impacted soil excavation to the extent practicable. The preferred remedial alternative includes monitored natural attenuation with long-term groundwater monitoring of five monitoring wells on the Site (MW-1 through MW-5), sampling of one water-supply well (Well #2), and sampling of the intermittent stream (when available) on the downgradient portion of the property.

An environmental covenant will ensure no additional development of the Site will occur under current conditions. Ecology concurs that this remedial alternative is appropriate for the Site, and that other alternatives are disproportionately costly because of the extreme depth of the remaining contamination.

4. Cleanup of the Site.

Ecology has determined the cleanup you performed meets the cleanup standards established for the Site. This determination is dependent on the continued performance and effectiveness of the post-cleanup controls and monitoring specified below.

Post-Cleanup Controls and Monitoring

Post-cleanup controls are remedial actions performed after the cleanup to maintain compliance with cleanup standards. This opinion is dependent on the continued performance and effectiveness of the following:

1. Compliance with Institutional Controls.

Institutional controls prohibit or limit activities that may interfere with the integrity of engineered controls or result in exposure to hazardous substances.

The following institutional controls are necessary at the Site:

- Restrictions on land.
 - Property shall be used in perpetuity only for commercial uses, as that term is defined in the rules promulgated under chapter 70.105D RCW.

- Restriction on soil use.
 - In the event that contaminated soil must be disturbed, Grantor shall request a modification and amendment to these covenants.
- Restrictions on groundwater use.
 - Any groundwater present in the shallow perched aquifer beneath the Property is considered potentially contaminated and shall not be extracted for any purpose other than temporary construction dewatering, investigation, monitoring, or remediation.

To implement those controls, an Environmental Covenant has been recorded on the following parcel of real property in Jefferson County:

- 821084004

Ecology approved the recorded Covenant. A copy of the Covenant is included in **Enclosure A**.

2. Performance of Confirmational Monitoring.

Confirmational monitoring is necessary at the Site to confirm the long-term effectiveness of the cleanup. The monitoring data will be used by Ecology during periodic reviews of post-cleanup conditions. A copy of the Long-term groundwater monitoring plan is appended to the Environmental Covenant included in Enclosure A.

Periodic Review of Post-Cleanup Conditions

Confirmational monitoring is necessary at the Site to confirm the long-term effectiveness of the cleanup. The monitoring data will be used by Ecology during periodic reviews of post-cleanup conditions. Required confirmational monitoring includes regular reporting on the groundwater monitoring.

Annually,¹² from the date of this letter, or as required by Ecology, the Property owner shall provide to Ecology a report with groundwater monitoring. In accordance with Ecology Policy 840,¹³ please continue to upload Site data to Ecology's Environmental Information Management System Database (EIM).¹⁴

¹² Aspect, *Groundwater Monitoring Plan*, July 20, 2015; page 5

¹³ Available at: <https://fortress.wa.gov/ecy/publications/SummaryPages/1609050.html>

¹⁴ Aspect, *Groundwater Monitoring Plan*, July 20, 2015; page 9

Listing of the Site

Based on this opinion, Ecology will remove the Site from our Confirmed and Suspected Contaminated Sites and the Hazardous Sites List.

Limitations of the Opinion

1. Opinion does not Settle Liability with the State.

Liable persons are strictly liable, jointly and severally, for all remedial action costs and for all natural resource damages resulting from the release or releases of hazardous substances at the Site. This opinion **does not**:

- Change the boundaries of the Site.
- Resolve or alter a person's liability to the state.
- Protect liable persons from contribution claims by third parties.

To settle liability with the state and obtain protection from contribution claims, a person must enter into a consent decree with Ecology under RCW 70A.305.040(4).

2. Opinion does not Constitute a Determination of Substantial Equivalence.

To recover remedial action costs from other liable persons under MTCA, one must demonstrate that the action is the substantial equivalent of an Ecology-conducted or Ecology-supervised action. This opinion does not determine whether the action you performed is substantially equivalent. Courts make that determination. See RCW 70A.305.080 and WAC 173-340-545.

3. State is Immune from Liability.

The state, Ecology, and its officers and employees are immune from all liability, and no cause of action of any nature may arise from any act or omission in providing this opinion. See RCW 70A.305.030.

Contact Information

Thank you for cleaning up your Site under the Voluntary Cleanup Program (VCP). For more information about the VCP and the cleanup process, please visit our [Voluntary Cleanup Program website](#).¹⁵ If you have any questions about this opinion, please contact me by phone at (360) 407-7263 or at thomas.middleton@ecy.wa.gov.

Sincerely,



Thomas Middleton
Senior Hydrogeologist
Toxics Cleanup Program
Southwest Regional Office

TMM/tam

Enclosures (1): A – Environmental Covenant

cc by email: Kirsi Longley, Aspect Consulting LLC, klongley@aspectconsulting.com
Nicholas M. Acklam, Ecology, nicholas.acklam@ecy.wa.gov
Panjini Balaraju, Ecology, panjini.balaraju@ecy.wa.gov
Joanna Richards, Ecology, joanna.richards@ecy.wa.gov
Ecology Site File

¹⁵ <https://www.ecy.wa.gov/vcp>

Enclosure A

Environmental Covenant

This page intentionally left blank.



NAME & RETURN ADDRESS

Mr. Thomas Middleton

Site Manager

Toxics Cleanup Program

P O Box 47775

Olympia, WA 98504-7775

DOCUMENT TITLE

Environmental Covenant

REFERENCE NUMBERS (S) OF RELATED DOCUMENTS

Additional Reference #'s on page _____

GRANTOR (S) (Last, First and Middle Initial)

Olympic Water and Sewer, Inc.

Additional grantor on page _____

GRANTEE (S) (Last, First and Middle Initial)

State of Washington, Department of Ecology

Additional grantee on page _____

LEGAL DESCRIPTION (Abbreviated i.e. lot,block,plat or section,township,range)

S8 T28 R1E SW SE (LS PTN PLATTED & LS PTN N/WALKER WAY) INC SM PTN IN SESE

Additional legal on page 8-9

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

821084004

Additional parcel #'s on page _____

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

EMERGENCY NONSTANDARD REQUEST - SIGN ONLY WHEN RECORDING AS NONSTANDARD

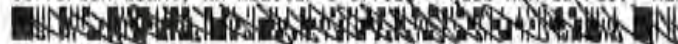
I am requesting an emergency nonstandard recording for an additional fee of \$50.00 as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.



Signature

March 10, 2017

Date



After Recording Return
Original Signed Covenant to:
Mr. Thomas Middleton
Site Manager
Toxics Cleanup Program
Department of Ecology
Southwest Regional Office
PO Box 47775
Olympia, WA 98504-7775

RECEIVED

MAY 12 2017

WA State Department
of Ecology (SWRO)

Environmental Covenant

Grantor: Olympic Water and Sewer, Inc., a Washington corporation
Grantee: State of Washington, Department of Ecology
Brief Legal Description: S8 T28 R1E SW SE (LS PTN PLATTED & LS PTN N/WALKER WAY) INC SM PTN IN SESE
Tax Parcel Nos.: 821084004

RECITALS

- a. This document is an environmental (restrictive) covenant (hereafter "Covenant") executed pursuant to the Model Toxics Control Act ("MTCA"), chapter 70.105D RCW and Uniform Environmental Covenants Act ("UECA"), chapter 64.70 RCW.
- b. The Property that is the subject of this Covenant is part or all of a site commonly known as Olympic Water & Sewer Inc. VCP ID No. SW1311. The Property is legally described in Exhibit A, and illustrated in Exhibit B, both of which are attached (hereafter "Property"). If there are differences between these two Exhibits, the legal description in Exhibit A shall prevail.
- c. The Property is the subject of remedial action under MTCA. This Covenant is required because residual contamination remains on the Property after completion of remedial actions. Specifically, the following principle contaminants remain on the Property:

Medium	Principle Contaminants Present
Soil	Gasoline-range total petroleum hydrocarbons; and the gasoline constituents benzene, toluene, ethylbenzene, and xylenes.
Groundwater	Gasoline-range total petroleum hydrocarbons; and the gasoline constituents benzene, toluene, ethylbenzene, and xylenes.
Surface Water/Sediment	Not applicable

- d. It is the purpose of this Covenant to restrict certain activities and uses of the Property to protect human health and the environment and the integrity of remedial actions conducted at the

site. Records describing the extent of residual contamination and remedial actions conducted are available through the Washington State Department of Ecology. These include:

- Focused Feasibility Study, Olympic Water & Sewer, Inc. Site, 781 Walker Way, Port Ludlow, WA, dated September 24, 2013 by Aspect Consulting, LLC;
- Soil Vapor Extraction Pilot Test Report, Olympic Water & Sewer, Inc. Facility, 781 Walker Way, Port Ludlow, WA, Dated May 8, 2012 by SLR International Corp.;
- Additional Investigation Report, Olympic Water & Sewer, Inc. Facility, 781 Walker Way, Port Ludlow, WA, dated August 2, 2011 by SLL International Corp.;
- Site Characterization Report, Olympic Water & Sewer, Inc. Site, 781 Walker Way, Port Ludlow, WA dated December 17, 2010 by SLR International Corp.;
- Well 17 Site Contamination, Initial Findings, and Recommendations, Olympic Water & Sewer, Inc. Site, 781 Walker Way, Port Ludlow, WA, dated April 26, 2009 by Robinson-Noble, Inc.; and
- Hydrocarbon Contamination Assessment and Underground Storage Tank Removal, Port Ludlow Water District, Port Ludlow, WA, dated March 4, 1991 by Applied Geotechnology Inc.

e. This Covenant grants the Washington State Department of Ecology, as holder of this Covenant, certain rights specified in this Covenant. The right of the Washington State Department of Ecology as a holder is not an ownership interest under MTCA, Chapter 70.105D RCW or the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") 42 USC Chapter 103.

COVENANT

Olympic Water and Sewer, Inc., as Grantor and fee simple owner of the Property hereby grants to the Washington State Department of Ecology, and its successors and assignees, (hereafter "Ecology") the following covenants. Furthermore, it is the intent of the Grantor that such covenants shall run with the land and be binding on all current and future owners of any portion of, or interest in, the Property.

Section 1. General Restrictions and Requirements.

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

- a. **Interference with Remedial Action.** The Grantor shall not engage in any activity on the Property that may impact or interfere with the remedial action and any operation, maintenance, inspection or monitoring of that remedial action without prior written approval from Ecology.
- b. **Protection of Human Health and the Environment.** The Grantor shall not engage in any activity on the Property that may threaten continued protection of human health or the environment without prior written approval from Ecology. This includes, but is not limited to, any activity that results in the release of residual contamination that was contained as a part of the remedial action or that exacerbates or creates a new exposure to residual contamination remaining on the Property.

- c. Continued Compliance Required.** Grantor shall not convey any interest in any portion of the Property without providing for the continued adequate and complete operation, maintenance and monitoring of remedial actions and continued compliance with this Covenant.
- d. Leases.** Grantor shall restrict any lease for any portion of the Property to uses and activities consistent with this Covenant and notify all lessees of the restrictions on the use of the Property.
- e. Amendment to the Covenant.** Grantor must notify and obtain approval from Ecology at least sixty (60) days in advance of any proposed activity or use of the Property in a manner that is inconsistent with this Covenant. Before approving any proposal, Ecology must issue a public notice and provide an opportunity for the public to comment on the proposal. If Ecology approves the proposal, the Covenant will be amended to reflect the change.

Section 2. Specific Prohibitions and Requirements.

In addition to the general restrictions in Section 1 of this Covenant, the following additional specific restrictions and requirements shall apply to the Property.

- a. Commercial Land Use.** The remedial action for the Property is based on a cleanup designed for commercial property. As such, unless and until cleanup levels for unrestricted land use are met in the future, the Property shall be used only for commercial land uses as that term is defined in the rules promulgated under Chapter 70.105D RCW. Prohibited uses on the Property include but are not limited to residential uses, childcare facilities, K-12 public or private schools, parks, grazing of animals, and growing of food crops. As provided for in and subject to Subsection 2.c., below, permitted uses on the Property shall include but are not limited to the existing and any new or replacement water utility operation and maintenance facilities on the Property.
- b. Containment of Soil.** The remedial action for the Property is based on containing contaminated soil under the existing structures and the existing layer of clean soils from the ground surface to a depth of 15 feet below ground surface (bgs), to minimize the potential for contact with contaminated soil. The Grantor shall not alter or remove the existing structures on the Property, or conduct any drilling, digging, piercing, grading, excavation, installation of underground utilities, or removal of the existing soils in the area of contaminated soil as depicted in Exhibit C (Figure No. 7) on the Property, in any manner that would expose contaminated soil, result in a release to the environment of contaminants, or create a new exposure pathway, without prior written approval of Ecology. Should the Grantor propose to remove all or a portion of the existing structures illustrated in Exhibit C or the existing soils on the Property so that access to the underlying contamination is feasible, Ecology may require treatment or removal of the underlying contaminated soil.
- c. Groundwater Use.** The shallow perched groundwater present beneath the Property at approximately 30-50 feet bgs remains contaminated and shall not be extracted for any purpose other than temporary construction dewatering, investigation, monitoring or remediation. Drilling of a well for any water supply purpose from the shallow perched groundwater bearing zone is strictly prohibited. Groundwater extracted from the shallow perched groundwater bearing zone for any purpose shall be considered potentially contaminated, and any discharge of this water shall be done in accordance with state and federal law. Notwithstanding the above, groundwater extraction is and shall be permitted from deeper water bearing zones present beneath the shallow perched

groundwater bearing zone. Permitted uses on the Property shall include but are not limited to operation and maintenance of the existing public water supply well and installation, operation, and maintenance of any new or replacement public water supply well(s) on the Property, provided that any such well(s) may withdraw groundwater only from the deeper water bearing zones. Any such well(s) must be located at a location authorized by any federal, state, or local governmental authority with jurisdiction and constructed to seal off the shallow perched groundwater bearing zone in accordance with WAC 173-160-181. The Grantor shall provide 10-day advance notice to Ecology's Voluntary Cleanup Program prior to any significant planned maintenance of existing or installation of new wells.

d. Monitoring. Several groundwater monitoring wells are located on the Property to monitor the performance of the remedial action. The Grantor shall maintain clear access to these devices and protect them from damage. The Grantor shall report to Ecology within forty-eight (48) hours of the discovery of any damage to any monitoring device. Unless Ecology approves of an alternative plan in writing, the Grantor shall promptly repair the damage and submit a report documenting this work to Ecology within thirty (30) days of completing the repairs.

Section 3. Access.

a. The Grantor shall maintain clear access to all remedial action components necessary to construct, operate, inspect, monitor and maintain the remedial action.

b. The Grantor freely and voluntarily grants Ecology and its authorized representatives, upon reasonable notice, the right to enter the Property at reasonable times to evaluate the effectiveness of this Covenant and associated remedial actions, and enforce compliance with this Covenant and those actions, including the right to take samples, inspect any remedial actions conducted on the Property, and to inspect related records.

c. No right of access or use by a third party to any portion of the Property is conveyed by this instrument.

Section 4. Notice Requirements.

a. Conveyance of Any Interest. The Grantor, when conveying any interest in any part of the Property, including but not limited to title, easement, leases, and security or other interests, must:

i. Notify Ecology at least thirty (30) days in advance of the conveyance,

ii. Include in the conveying document a notice in substantially the following form, as well as provide any intended Grantee a complete copy of this Covenant:

NOTICE: THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT GRANTED TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY ON _____ AND RECORDED WITH THE JEFFERSON COUNTY AUDITOR UNDER RECORDING NUMBER 607272. USES AND ACTIVITIES ON THIS PROPERTY MUST COMPLY WITH THAT COVENANT, A COMPLETE COPY OF WHICH IS ATTACHED TO THIS DOCUMENT.

iii. Unless otherwise agreed to in writing by Ecology, provide Ecology with a complete copy of the executed document within thirty (30) days of the date of execution of such document.

- b. Reporting Violations.** Should the Grantor become aware of any violation of this Covenant, Grantor shall promptly report such violation to Ecology.
- c. Emergencies.** For any emergency or significant change in site conditions due to Acts of Nature (for example, flood, fire) resulting in a violation of this Covenant, the Grantor is authorized to respond to such an event in accordance with state and federal law. The Grantor must notify Ecology of the event and response actions planned or taken as soon as practical but no later than within 24 hours of the discovery of the event.
- d.** Any required written notice, approval, or communication shall be personally delivered or sent by first class mail to the following persons. Any change in this contact information shall be submitted in writing to all parties to this Covenant.

Olympic Water and Sewer, Inc. Attn: President Olympic Water and Sewer, Inc. 70 Breaker Lane, Port Ludlow, WA 98365 p: 360-437-8246 f: 360-437-2522	Environmental Covenants Coordinator Washington State Department of Ecology Toxics Cleanup Program P.O. Box 47600 Olympia, WA 98504 – 7600 (360) 407-6000
---	---

As an alternative to providing written notice and change in contact information by mail, these documents may be provided electronically in an agreed upon format at the time of submittal.

Section 5. Modification or Termination.

- a.** If the conditions at the site requiring a Covenant have changed or no longer exist, then the Grantor may submit a request to Ecology that this Covenant be amended or terminated. Any amendment or termination of this Covenant must follow the procedures in Chapter 64.70 RCW and Chapter 70.105D RCW and any rules promulgated under these chapters.

Section 6. Enforcement and Construction.

- a.** This Covenant is being freely and voluntarily granted by the Grantor.
- b.** Grantor shall provide Ecology with an original signed Covenant and proof of recording within ten (10) days of execution of this Covenant.
- c.** Ecology shall be entitled to enforce the terms of this Covenant by resort to specific performance or legal process. All remedies available in this Covenant shall be in addition to any and all remedies at law or in equity, including Chapter 70.105D RCW and Chapter 64.70 RCW. Enforcement of the terms of this Covenant shall be at the discretion of Ecology, and any forbearance, delay or omission to exercise its rights under this Covenant in the event of a breach of any term of this Covenant is not a waiver by Ecology of that term or of any subsequent breach of that term, or any other term in this Covenant, or of any rights of Ecology under this Covenant.

d. The Grantor, upon request by Ecology, shall be obligated to pay for Ecology's costs to process a request for any modification or termination of this Covenant and any approval required by this Covenant.

e. This Covenant shall be liberally construed to meet the intent of the Model Toxics Control Act, chapter 70.105D RCW and Uniform Environmental Covenants Act, chapter 64.70 RCW.

f. The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though such void provision had not been contained herein.

g. A heading used at the beginning of any section or paragraph or exhibit of this Covenant may be used to aid in the interpretation of that section or paragraph or exhibit but does not override the specific requirements in that section or paragraph.

The undersigned Grantor warrants he/she holds the title to the Property and has authority to execute this Covenant.

EXECUTED this 4th day of February, 2016.

OLYMPIC WATER AND SEWER, INC.,
a Washington corporation

Larry Smith
Mr. Larry Smith

Dated: 9/24/2015

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Rebecca S. Lawson
REBECCA S. LAWSON

Dated: 2/4/2016



*my Commission expires 9/17/19.
Lorna L. Gadwa
Lorna L. Gadwa*

GRANTOR CORPORATE ACKNOWLEDGMENT

STATE OF Washington
COUNTY OF Snohomish

On this 24th day of September, 2015, I certify that Larry Smith personally appeared before me, acknowledged that **he/she** is the President of the corporation that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that **he/she** was authorized to execute said instrument for said corporation.

C. McClellan
Notary Public in and for the State of Wa
Washington, residing at Port Ludlow, WA
My appointment expires 12-09-2015



Final

Exhibit A

LEGAL DESCRIPTION

S8 T28 R1E SW SE (LS PTN PLATTED &
LS PTN N/WALKER WAY) INC SM PTN IN SESE

Title Report is attached
Date: February 2, 2015
Prepared by: Jefferson Title Company

JEFFERSON TITLE COMPANY

PO Box 256 • 2205 Washington Street, Port Townsend, WA 98368
Phone: (360) 385-2000 Fax: (360) 385-6967

Order No.: 80768
Customer Ref. No.: 130046

Prepared for:
Aspect Consulting
401 Second Avenue S., Suite 201
Seattle, WA 98104
Attn: Brett Carp

Charge: \$ 300.00
Sales Tax: \$ 27.00
Total: \$ 327.00

RE: Property Address: 781 Walker Way
Port Ludlow, WA 98365

By: Susan Brandt, Title Officer
For Service on this order call:
(360) 385-2000 (FAX) (360) 385-6967
(Email: susan@jeffersontitlecompany.com)

LIMITED LIABILITY CERTIFICATE

This is a report as of February 2, 2015, at 8:00 a.m., covering property hereinafter described. The information contained herein is made solely for the purpose of determining the status of the property described herein, is restricted to the use of the addressee, and not to be used as a basis for closing any transaction affecting title to said property. Liability is limited to the charge made for this certificate.

LEGAL DESCRIPTION:

That portion of the Southeast $\frac{1}{4}$ of Section 8, Township 28 North, Range 1 East, W.M., Jefferson County, Washington, lying between the Plats of Port Ludlow No. 3 as recorded in Volume 5 of Plats at pages 95 through 97 and the plat of Port Ludlow No. 4 as recorded in Volume 6 of Plats at pages 54 through 56, records of Jefferson County, Washington.

EXCEPT any portion thereof lying within the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 8.

ALSO EXCEPT any portion thereof lying within the Amended Pope and Talbot Short Plat as recorded in Volume 1 of Short Plats at page 47, records of Jefferson County, Washington.

EXCEPTING ALSO that portion of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ lying Northerly of Walker Way.

ALSO EXCEPT Walker Way.

ALSO EXCEPT that portion thereof described as Well No. 2 and recorded in Volume 211 of Deeds at page 322 records of Jefferson County, Washington.

Situate in the County of Jefferson, State of Washington.

VESTED IN:

Olympic Water and Sewer, Inc., a Washington Corporation

WHEN RECORDED, RETURN TO:

Marco de Sa e Silva, Esq.
DAVIS WRIGHT TREMAINE LLP
2600 Century Square
1501 Fourth Avenue
Seattle, Washington 98101-1688

JEFFERSON COUNTY EXCISE TAX

417730

Acct. No. **085993**

Date Paid 12/30/98 Amt. 0

By S. Hathaway, Deputy
TREASURER

VOL. 631 PAGE 362-368
OF OFFICIAL RECORDS
RECORDS OF
Olympic Resource
98 DEC 30 PM 12:32
Management
DONNA H. BRIDGE
JEFFERSON COUNTY AUDITOR
BY [Signature] DEPUTY

CORRECTION QUIT CLAIM DEED
(Port Ludlow, Jefferson County, Washington)
(Well No. 1, Sewage Treatment Plant, and Development Office)
(Pope Resources to Olympic Water and Sewer, Inc.)

Grantor: Pope Resources, a Delaware limited partnership

Grantee: Olympic Water and Sewer, Inc., a Washington corporation

Abbreviated Legal Description:

Portion of the southeast quarter of Section 8, Township 28 North, Range 1 East, W.M.,
Jefferson County, Washington. Complete legal description is at Exhibit A hereto.

Assessor's Property Tax Parcel Account Numbers:

821093003
821084004

Reference to Related Document:

Quit Claim Deed recorded under Auditor's File No. 414413, in Vol. 621, Page 298, records
of Jefferson County, Washington

46183\5201\00031.WPD/12.22.98
Seattle

DEC 30 1998

VOL 631 PAGE 362

CORRECTION QUIT CLAIM DEED
(Port Ludlow, Jefferson County, Washington)
(Well No. 1, Sewage Treatment Plant, and Development Office)
(Pope Resources to Olympic Water and Sewer, Inc.)

Under a deed dated May 1, 1998, and recorded in the real property records of Jefferson County, Washington, under Auditor's File No. 414413, Vol. 621, Page 298, Real Estate Excise Tax Affidavit No. 85298 (the "Deed"), the Grantor, POPE RESOURCES, a Delaware limited partnership, granted, conveyed, and quit claimed certain real property located in Jefferson County, Washington (the "Property"), to OLYMPIC WATER AND SEWER, INC., a Washington corporation, the Grantee. The description of a portion of the Property on Exhibit A to the Deed was incorrect. The Grantor and the Grantee desire to correct the description. Therefore, the Property shall comprise the real property described on Exhibit A attached hereto, which shall replace Exhibit A to the Deed. The Grantor, in consideration of the correction of an error in the description of the Property under the Deed, hereby grants, conveys, and quit claims to the Grantee the real property described on Exhibit A attached hereto.

Dated and effective as of May 1, 1998.

GRANTOR:

POPE RESOURCES, a Delaware limited partnership, by Pope MGP, Inc., a Delaware corporation, its General Partner

By Thomas M. Ringo
Its Senior Vice President

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this 28th day of December, 1998, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Thomas M. Ringo, to me known to be the Senior Vice President of Pope MGP, Inc., a Delaware corporation, which is known to me to be the General Partner of POPE RESOURCES, A DELAWARE LIMITED PARTNERSHIP, the partnership that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of

EXHIBIT A

**Legal Description
(Well No. 1)**

That portion of the southeast quarter of the southwest quarter of Section 9, Township 28 North, Range 1 East of the W. M., Jefferson County, Washington, described as follows:

Commencing at the southeast corner of the northwest quarter of said Section 9; thence N 88° 35' 24" W along the south line of said northwest quarter 753.53 feet; thence N 01° 24' 36" E 171.13 feet to a point 5.00 feet northeasterly of when measured radially to the northerly right of way margin of Walker Way and also being the true point of beginning; thence S 82° 57' 06" E 45.53 feet to a point 30.00 feet westerly of when measured radially from the westerly margin of Port Ludlow Drive; thence northerly parallel with and 30 feet distance from said westerly margin 128.48 feet; thence N 84° 41' 00" W 151.63 feet; thence S 33° 30' 49" E 163.09 feet to the point of beginning.

Also known as the "Exception Well Site" as shown on the plat of Port Ludlow No. 1 as recorded in Volume 5 of plats of page 26, records of Jefferson County, Washington.

Legal Description (continued)
(Sewage Treatment Plant)

That portion of Section 9, Township 28 North, Range 1 East, W.M., Jefferson County, Washington, described as follows:

Commencing at the point of intersection of the centerlines of Pope Way and Condon Lane in the plat of Port Ludlow No. 1 - Area 2 per Volume 5 of plats, Page 27 of Jefferson County Records;

THENCE along centerline of Condon Lane S 05°54'07" W--329.20 feet to point of curvature;

THENCE southerly on a 1000-foot radius curve to the left having a central angle of 11°08'10" for an arc distance of 194.36 feet to point of tangency;

THENCE S 05°14'03" E--70.17 feet to an existing cased monument at the center point of cul de sac at south end of Condon Lane;

THENCE S 13°51'52" W--45.00 feet to the northeast corner of Lot 37 of above said plat and the TRUE POINT OF BEGINNING;

THENCE along east line of said Lot 37, S 13°51'52" W--130.03 feet to the southeast corner of said Lot 37;

THENCE leaving said plat S 29°36'24" E--139.44 feet;

THENCE S 03°59'34" W--106.59 feet to northwest corner of "Admiralty No. 2" per survey plan Recorded in Volume 1 of Condominium plans, Pages 38 and 39 of Jefferson County Records, Washington;

THENCE easterly along north line of said "Admiralty No. 2" on a 110-foot radius curve to the left the center of which bears N 18°44'16" E, having a central angle of 27°30'00" for an arc distance of 52.80 feet to point of tangency;

THENCE continuing along north line of said "Admiralty No. 2" and easterly extension N 81°14'16" E--140 feet more or less to the line of ordinary high tide of Port Ludlow;

THENCE northerly along said line of ordinary high tide a distance of 265 feet more or less to point on the south line or easterly extension of Lot 36 of above said plat of Port Ludlow No. 1 - Area 2;

THENCE along last said line S 89°38'09" W, to the southwest corner of said Lot 36;

Thence along westerly line of Lot 36, N 25°02'27" W--116.95 feet to the northwest corner of said Lot 36;

THENCE westerly along southerly margin of Condon Lane on a 45-foot radius curve to the right the center of which bears N 43°25'53" W, having a central angle of 57°17'45" along an arc distance of 45.00 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH tidelands of the second class situated in front or adjacent to or abutting thereon.

INCLUDING any and all fixtures located thereon, together with all right title and interest in those certain easements granted by Pope & Talbot Development, Inc. to Ludlow Utilities Company recorded in the Jefferson County Auditor's Office under Recording No. 221929, Recording No. 251880, Recording No. 221957, Recording No. 255190, and recording No. 256624.

Legal Description (continued)
(Development Office)

That portion of the southeast quarter of Section 8, Township 28 North, Range 1 East of the W.M., Jefferson County, Washington, lying between the plats of Port Ludlow No. 3 as recorded in Volume 5 of Plats at pages 95 through 97 and the plat of Port Ludlow No. 4 as recorded in Volume 6 of plats at pages 54 through 56, records of Jefferson County, Washington.

Except the any portion thereof lying within the northwest quarter of the southeast quarter of said Section 8.

Also except any portion thereof lying within the Amended Pope and Talbot Short Plat as recorded in Volume 1 of short plats at page 47, records of Jefferson County, Washington.

Also except Walker Way.

Also except that portion thereof described as Well No. 2 and recorded in Volume 211 of deeds at pages 322 records of Jefferson County, Washington.

429007

108
110
603
RECORDS
NOV 22 PM 2:27
RESOURCES
JEFFERSON COUNTY AUDITOR
K. Narison

WHEN RECORDED, RETURN TO:

Marco de Sa e Silva, Esq.
DAVIS WRIGHT TREMAINE LLP
2600 Century Square
1501 Fourth Avenue
Seattle, Washington 98101-1688
JEFFERSON COUNTY EXCISE TAX

Aff. No. **088386**

Date Paid 11/22/99 Amt. 0

By S. Hillman, Deputy
TREASURER

**QUIT CLAIM DEED
(Development Office BLA)**

Grantor: Olympic Water and Sewer, Inc., a Washington corporation

Grantee: Gary A. Hilbert and Kathleen A. Hilbert, husband and wife

Abbreviated Legal Description:

Portion of Section 8, Township 28 North, Range 1 East, W.M.,
Jefferson County, Washington.

Complete legal description is at Exhibit A hereto (page 2 hereto).

Assessor's Property Tax Parcel Account Numbers:

Portion of 821-084-004

Reference to Related Document: No documents are assigned or released herein.

46183520100053 DEED 10.8.99
No. 252

NOV 22 1999

VOL 663 Page 108

QUIT CLAIM DEED

The Grantor, Olympic Water and Sewer, Inc., a Washington corporation, for good and valuable consideration but no monetary consideration, conveys and quit claims to Gary A. Hilbert and Kathleen A. Hilbert, husband and wife, the Grantee, the real estate described on Exhibit A attached hereto (the "Property"), including all after-acquired title of the Grantor therein, subject to all agreements, conditions, covenants, easements, encumbrances, reservations, restrictions, and other matters of record.

Dated and effective as of November 22, 1999.

GRANTOR:

OLYMPIC WATER AND SEWER, INC., a Washington corporation

By [Signature]
Its President

STATE OF WASHINGTON)

) ss.

COUNTY OF KITSAP)

On this 22nd day of November, 1999, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Tom Griffin to me known to be the President of OLYMPIC WATER AND SEWER, INC., the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.



[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at Port Ludlow
My commission expires 8-1-00
Print Name D. Susan Schroeder

EXHIBIT A

Description of Property
(Development Office BLA)

That portion of the Southeast 1/4 of Section 8, Township 28 North, Range 1 East, W.M., Jefferson County, Washington, lying between the plats of Port Ludlow No. 3 as recorded in Volume 5 of Plats at pages 95 through 97 and the plat of Port Ludlow No. 4 as recorded in Volume 6 of Plats at pages 54 through 56, records of Jefferson County, Washington;

EXCEPT any portion thereof lying within the Northwest 1/4 of the Southeast 1/4 of said Section 8;

ALSO EXCEPT any portion thereof lying within the Amended Pope and Talbot Short Plat as recorded in Volume 1 of Short Plats at pages 47, records of Jefferson County, Washington;

ALSO EXCEPT any portion thereof lying southerly of the northerly margin of Walker Way;

ALSO EXCEPT that portion thereof described as Well No. 2 and recorded in Volume 211 of deeds at pages 322 records of Jefferson County, Washington

Situate in the County of Jefferson, State of Washington.

7

QUIT CLAIM DEED

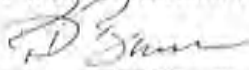
THE GRANTOR, POPE & TALBOT DEVELOPMENT, INC., a Washington corporation, for and in consideration of One Dollar (\$1.00) and other valuable considerations, in hand paid, quit claims to: JEFFERSON COUNTY, all interest in the following described real estate, situated in the County of Jefferson, State of Washington, to-wit:


That portion of Sections Nine (9) and Sixteen (16), Township Twenty-eight (28) North, Range One (1) East, W.M., in Jefferson County, Washington, lying within a strip of land sixty (60) feet in width, having thirty (30) feet of said width on each side of the following described centerline: Beginning at the Northwest (NW) corner of Lot Twenty-three (23) of Area Five (5) of the plat of Port Ludlow No. One (1), as recorded in Volume 5 of Plats, Pages 26 to 32, Records of Jefferson County, Washington; thence South 07°17'19" East along the West line of said plat, a distance of 374.79 feet to the true point of beginning; thence North 74°30'16" East a distance of 554.91 feet; thence along a curve to the left having a radius of 1,145.92 feet; an arc distance of 194.67 feet through a central angle of 09°44'00"; thence North 64°46'16" East, a distance of 759.71 feet; thence along a curve to the left having a radius of 458.37 feet, an arc distance of 461.79 feet through a central angle of 57°43'22"; thence North 07°02'54" East a distance of 179.73 feet; thence along a curve to the left having a radius of 2,864.79 feet; an arc distance of 316.43 feet through a central angle of 06°19'43"; thence North 00°43'11" East a distance of 281.84 feet; thence along a curve to the left having a radius of 2,023.22 feet, an arc distance of 309.20 feet through a central angle of 08°45'23" to a point of reverse curve; thence along a curve to the right having a radius of 2,085.58 feet; an arc distance of 259.24 feet through a central angle of 07°07'19" to a point hereinafter referred to as Point "A"; thence continuing along said curve having a radius of 2,085.58 feet, an arc distance of 50.00 feet through a central angle of 01°22'25"; thence North 00°27'32" East a distance of 368.19 feet to the terminus. TOGETHER WITH that portion lying within a strip of land sixty (60) feet in width, having thirty (30) feet of said width on each side of the following described centerline: Beginning at the aforementioned Point "A"; thence Northwesterly (NW) along a curve to the right, the center of which bears North 00°20'03" West, said curve having a radius of 100.00 feet, an arc distance of 131.78 feet through a central angle of 75°30'06"; thence North 14°49'57" West a distance of 365.96 feet to the terminus.

The Grantor also grants to Jefferson County the right to construct and maintain necessary cut and fill slopes, culverts, special ditches, and appurtenances where the same may extend beyond the limits of the land hereby conveyed.

IN WITNESS WHEREOF, said Corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this 23rd day of December, 1968.

POPE & TALBOT DEVELOPMENT, INC.





294875

AGREEMENT

Limitation of Number of User Units

5.00
RECORDED IN
VOL 202 PAGE 375-377
OF OFFICIAL RECORDS
REQUEST OF
Mike DeRago
1985 MAY -2 AM 10: 01

PATRICIA H. KNAPP
JEFFERSON COUNTY AUDITOR

THIS AGREEMENT supersedes Paragraph 7 of Agreement dated 1-1-1983 and is entered into between POPE & TALBOT DEVELOPMENT, INC. (herein P & T) and LUDLOW MAINTENANCE COMMISSION, INC. (herein LMC) to set a limit on the number of individual lots or condominium apartments (herein user units) eventually eligible for LMC membership. Under Articles of Incorporation of LMC, provisions are made for participation in LMC as members thereof by the "owners" of subdivision lots or condominium units as may be platted by or for the parent corporation of P & T in Sections 8,9,16 and 17 of Township 28 North, Range 1 East of the Willamette Meridian in Jefferson County. The facilities of the LMC are inadequate to serve a maximum number of such lot or unit owners if P & T were to maximize the formation of subdivision and condominium units within such area. Accordingly, P & T agrees that, except to the extent membership in LMC has been provided prior to January 1, 1983 as appurtenant to subdivisions or condominium units in Section 16 and 17, and with the exception of Northern half of Section 16 and the Northeast Quarter of Section 17 and that portion of the Northwest Quarter of Section 17 that lies Northerly of County Road 10 as it is now aligned, no further subdivisions or condominium developments in such Section 16 and 17, will be declared by or for P & T on terms by which owners therein or thereof would become members of LMC excepting only as LMC may otherwise agree in writing. P & T further agrees that the maximum number of user units, existing and future, (i.e., individual lots or condominium apartments) under development

by P & T in the area of Port Ludlow, which, by terms of the platting, restrictive covenants or declarations, create membership in LMC for owners therein, will not exceed the number of 1,400 (Fourteen hundred) excepting only as may be otherwise agreed by LMC in writing.

Should LMC enter into contracts for the availability of facilities to unit owners in condominium units or subdivisions in the area of Port Ludlow which have not been created by P & T, the number of unit owners pertaining thereto shall be excluded from the limitation calculations of this agreement. Any successors or assigns of P & T's interest in the properties falling within the geographical outlines herein will be bound by the terms of this agreement and P & T agrees to condition the transfer of their interest to a third party in a manner that will continue this agreement in full force and effect between LMC and any third party succeeding to P & T's position in Port Ludlow.

DATED as of April 23, 1985.

POPE & TALBOT DEVELOPMENT, INC.
(P & T)

LUDLOW MAINTENANCE COMMISSION, INC.
(LMC)

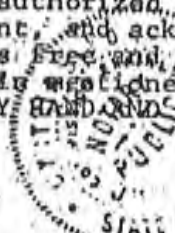
BY: George H. Folquet
George H. Folquet, President

BY: R. W. Harvey
R. W. Harvey, President

STATE OF WASHINGTON)
COUNTY OF JEFFERSON) ss.

On this day personally appeared before me GEORGE H. FOLQUET, to me known to be the President of POPE & TALBOT DEVELOPMENT, INC. whose corporation authorized his signature on the within and foregoing instrument, and acknowledged that he signed the same as the corporations free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 23rd day of April, 1985.



Cynthia S. Rowe
Notary Public in and for the State
of Washington, residing at Nordland.

VOL 202 376



Transamerica Title Insurance Company

FILED FOR RECORD AT REQUEST OF
Jefferson Title Company

27-25

RECORDED IN 21-543
THIS SPACE FOR OFFICIAL RECORDS
OF OFFICIAL RECORDS
REQUEST OF
JEFFERSON TITLE COMPANY
1985 DEC -3 PM 2:49
PATRICIA N. KNAPP
JEFFERSON COUNTY AUDITOR
By *D. Folquet* ATT

WHEN RECORDED RETURN TO

Name Pope Resources

Address P.O. Box-11320

City, State, Zip Bainbridge Island, WA 98110 298330

Statutory Warranty Deed

THE GRANTOR POPE & TALBOT DEVELOPMENT, INC., a Delaware corporation
formerly Pope Resources, Inc., a Delaware corporation
for and in consideration of Ten Dollars and other valuable considerations
in hand paid, conveys and warrants to LUDLOW UTILITIES COMPANY, a Washington corporation
the following described real estate, situated in the County of Jefferson, State of Washington:

- SEE AS ATTACHED HERETO -

100

JEFFERSON COUNTY EXCISE TAX
All. No. 52079
Date Paid 12-5-85 AMT. .02
By *J. Chubbuck* TREASURER

Dated _____ 19__

[Signature] VICE PRESIDENT
D. D. Folquet President

STATE OF WASHINGTON }
COUNTY OF _____ } ss.

On this day personally appeared before me

to me known to be the individual described in and
who executed the within and foregoing instrument,
and acknowledged that _____ signed the same
as _____ free and voluntary act and deed,
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal
day of _____

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

STATE OF WASHINGTON }
COUNTY OF KITSAP } ss.

On this 2nd day of DECEMBER, 1985
before me, the undersigned, a Notary Public in and for the State of Wash-
ington, duly commissioned and sworn, personally appeared _____

G.H. FOLQUET
and DAVID CUNNINGHAM

to me known to be the _____ President and VICE PRESIDENT,
respectively, of POPE & TALBOT DEVELOPMENT, INC.,
a corporation that executed the foregoing instrument, and acknowledged
the said instrument to be the free and voluntary act and deed of said corpora-
tion for the uses and purposes therein mentioned, and on oath stated that
_____ authorized to execute the said instrument and that the seal
of said corporation is the corporate seal of said corporation.

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

Seanne M. Doehne
Notary Public in and for the State of Washington,
residing at BEEMERTON



VOL 211 Page 321

DESCRIPTION

(WELL NO. 2)

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 28 NORTH, RANGE 1 EAST, W.M., JEFFERSON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF OSPREY RIDGE DRIVE WITH THE CENTERLINE OF WALKER WAY PER PLAT OF PORT LUDLOW NO. 4 AS RECORDED IN VOLUME 6 OF PLATS, PAGE 55 OF JEFFERSON COUNTY RECORDS; THENCE EASTERLY ALONG CENTERLINE OF WALKER WAY ON A 1248.81-FOOT RADIUS CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 7° 46' 16" AN ARC DISTANCE OF 169.37 FEET TO POINT OF TANGENCY; THENCE CONTINUING ALONG SAID CENTERLINE OF WALKER WAY S 86° 43' 44" E -- 383.73 FEET TO POINT OF CURVATURE; THENCE CONTINUING EASTERLY ALONG SAID CENTERLINE OF WALKER WAY ON A 1248.81-FOOT RADIUS CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11° 22' 30" AN ARC DISTANCE OF 247.93 FEET; THENCE LEAVING SAID CENTERLINE S 08° 06' 14" E -- 30.00 FEET TO POINT ON THE SOUTH MARGIN OF WALKER WAY; THENCE SOUTH -- 53.00 FEET; THENCE WEST 11.72 FEET TO HEREIN DESIGNATED POINT "A" AND THE TRUE POINT OF BEGINNING; THENCE N 20° 00' 00" E -- 12.07 FEET; THENCE N 70° 00' 00" W -- 23.20 FEET; THENCE S 20° 00' 00" W -- 45.70 FEET; THENCE S 70° 00' 00" E -- 23.20 FEET; THENCE N 20° 00' 00" E -- 33.63 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A 25-FOOT STRIP OF LAND THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT ABOVE DESIGNATED POINT "A"; THENCE EAST 11.72 FEET; THENCE NORTH 53.00 FEET TO THE SOUTH MARGIN OF WALKER WAY AND THE TERMINUS.

R. J.

VOL 211 - 322

DESCRIPTION

(WELL NO. 4)

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 28 NORTH, RANGE 1 EAST, W.M., JEFFERSON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF OSPREY RIDGE DRIVE AND MOCKINGBIRD LANE IN THE PLAT OF PORT LUDLOW NO. 4 PER PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 55, OF JEFFERSON COUNTY RECORDS; THENCE N 11° 15' 00" E -- 244.30 FEET TO THE CENTERLINE INTERSECTION OF OSPREY RIDGE DRIVE AND WALKER WAY IN SAID PLAT OF PORT LUDLOW NO. 4; THENCE N 89° 42' 20" W -- 1019.49 FEET TO THE TRUE POINT OF BEGINNING; THENCE S 55° 59' 37" W -- 13.20 FEET TO HEREIN DESIGNATED POINT "A"; THENCE CONTINUING S 55° 59' 37" W -- 50.58 FEET; THENCE S 33° 21' 11" E -- 45.25 FEET; THENCE N 55° 46' 00" E -- 57.34 FEET; THENCE N 25° 13' 55" W -- 45.56 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A 25-FOOT WIDE STRIP OF LAND IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF ABOVE SAID SECTION 8, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT ABOVE DESIGNATED POINT "A"; THENCE N 03° 40' 32" W -- 45.30 FEET TO HEREIN DESIGNATED POINT "B" AND THE TERMINUS.

ALSO TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A 25-FOOT WIDE STRIP OF LAND THE SOUTH LINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT ABOVE DESIGNATED POINT "B"; THENCE SOUTHWESTERLY ON A 200-FOOT RADIUS CURVE TO THE LEFT OF THE CENTER OF WHICH BEARS S 14° 58' 24" E, HAVING A CENTRAL ANGLE OF 3° 34' 52", FOR AN ARC DISTANCE OF 12.50 FEET TO THE TRUE POINT OF BEGINNING OF THE SOUTH LINE OF HEREIN DESCRIBED 25 FOOT EASEMENT; THENCE EASTERLY AND SOUTHEASTERLY ON A 200-FOOT RADIUS CURVE TO THE RIGHT THE CENTER OF WHICH BEARS S 18° 33' 16" E, HAVING A CENTRAL ANGLE OF 70° 33' 16" FOR AN ARC DISTANCE OF 246.28 FEET TO POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG AN ARC OF SAID CURVE, HAVING A RADIUS OF 250 FEET AND A CENTRAL ANGLE OF 52° 00' 00", FOR AN ARC DISTANCE OF 226.89 FEET TO POINT OF TANGENCY; THENCE EAST 230.00 FEET TO POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG AN ARC OF SAID CURVE, HAVING A RADIUS OF 300 FEET AND A CENTRAL ANGLE OF 36° 00' 00", FOR AN ARC DISTANCE OF 188.50 FEET TO POINT OF TANGENCY; THENCE N 54° 00' 00" E -- 36.00 FEET TO POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG AN ARC OF SAID CURVE, HAVING A RADIUS OF 200 FEET AND A CENTRAL ANGLE OF 31° 30' 00", FOR AN ARC DISTANCE OF 109.96 FEET TO POINT OF TANGENCY; THENCE N 85° 30' 00" E -- 60.00 FEET TO TERMINUS POINT ON THE WESTERLY MARGIN OF OSPREY RIDGE DRIVE WHICH BEARS S 85° 30' 00" W -- 30.00 FEET FROM THE ABOVE SAID CENTERLINE INTERSECTION OF OSPREY RIDGE DRIVE AND WALKER WAY.

bc sh

J#3000
09-17-85

VOL 211 : 323

DESCRIPTION

(WELL NO. 3)

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 28 NORTH, RANGE 1 EAST, W.M., JEFFERSON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8 AS SHOWN ON THE PLAT OF PORT LUDLOW NO. 1 - AREA 3 PER VOLUME 5, PAGE 28 OF JEFFERSON COUNTY RECORDS; THENCE ALONG WEST LINE OF SAID SUBDIVISION S 02° 23' 27" W -- 60.04 FEET TO THE TRUE POINT OF BEGINNING; THENCE S 58° 45' 26" E -- 251.75 FEET; THENCE S 30° 31' 53" W -- 123.97 FEET TO POINT OF CURVATURE; THENCE SOUTHWESTERLY ON A 1070.11-FOOT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 9° 52' 09" FOR AN ARC DISTANCE OF 184.33 FEET; THENCE N 87° 36' 33" W -- 89.49 FEET TO THE WEST LINE OF ABOVE SAID SUBDIVISION; THENCE ALONG SAID SUBDIVISION LINE N 02° 23' 27" E -- 400.00 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A 25-FOOT STRIP OF LAND IN PORTION OF "RESERVE" AREA IN THE ABOVE SAID PLAT OF PORT LUDLOW NO. 1 - AREA 3 THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF SWANSONVILLE ROAD AND TALBOT WAY; THENCE ALONG CENTERLINE OF TALBOT WAY S 30° 31' 53" W -- 192.92 FEET TO POINT OF CURVATURE OF A 1000-FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTERLY ON SAID CURVE HAVING A CENTRAL ANGLE OF 5° 26' 35" FOR AN ARC DISTANCE OF 95.00 FEET; THENCE LEAVING SAID CENTERLINE N 64° 54' 42" W -- 30.00 FEET TO POINT ON THE WESTERLY MARGIN OF TALBOT WAY AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING N 64° 54' 42" W -- 40.00 FEET TO THE TERMINUS.

De glf

VOL 211 - 324

DESCRIPTION

(150,000 GALLON RESERVOIR SITE)

THAT PORTION OF "RESERVE" AREA IN THE PLAT OF PORT LUDLOW NO. 2 - AREA 2 PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 43, OF JEFFERSON COUNTY RECORDS, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF SWANSONVILLE ROAD AND RAINIER LANE; THENCE ALONG CENTERLINE OF RAINIER LANE S 36° 36' 51" W -- 98.42 FEET TO POINT OF CURVATURE OF A 400-FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 16° 04' 00" FOR AN ARC DISTANCE OF 112.17 FEET TO POINT OF TANGENCY; THENCE CONTINUING ALONG SAID CENTERLINE OF RAINIER LANE S 20° 32' 51" W -- 110.97 FEET; THENCE LEAVING SAID CENTERLINE N 69° 27' 09" W -- 30.00 FEET TO POINT ON THE WEST MARGIN OF RAINIER LANE; THENCE N 65° 18' 56" W -- 132.28 FEET; THENCE N 35° 04' 04" W -- 284.49 FEET TO HEREIN DESIGNATED POINT "A" AND THE TRUE POINT OF BEGINNING; THENCE N 24° 47' 01" E -- 103.71 FEET; THENCE N 71° 50' 13" W -- 120.30 FEET; THENCE S 11° 46' 37" W -- 123.96 FEET; THENCE S 65° 47' 57" E -- 91.61 FEET; THENCE N 24° 47' 01" E -- 30.00 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A 25-FOOT STRIP OF LAND BEING A PORTION OF ABOVE SAID "RESERVE" AREA, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT ABOVE DESIGNATED POINT "A"; THENCE S 35° 04' 04" E -- 284.49 FEET; THENCE S 65° 18' 56" E -- 132.28 FEET TO THE WEST MARGIN OF RAINIER LANE AND THE TERMINUS.

de shj

VOL 211 - 325

DESCRIPTION

(300,000 GALLON TANK SITE - NORTH BAY)

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 28 NORTH, RANGE 1 EAST, W.M., JEFFERSON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF OSPREY RIDGE DRIVE AND MOCKINGBIRD LANE IN THE PLAT OF PORT LUDLOW NO. 4, PER PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 55 OF JEFFERSON COUNTY RECORDS; THENCE N 11° 15' 00" E -- 244.30 FEET TO THE CENTERLINE INTERSECTION OF OSPREY RIDGE DRIVE AND WALKER WAY IN SAID PLAT OF PORT LUDLOW NO. 4; THENCE S 89° 29' 58" W -- 1264.63 FEET TO THE TRUE POINT OF BEGINNING; THENCE N 61° 00' 42" E -- 13.00 FEET TO HEREIN DESIGNATED POINT "C"; THENCE CONTINUING N 61° 00' 42" E -- 35.66 FEET; THENCE N 50° 52' 48" E -- 55.42 FEET; THENCE N 38° 41' 37" W -- 47.57 FEET; THENCE S 87° 21' 55" W -- 17.84 FEET; THENCE S 63° 23' 49" W -- 27.04 FEET; THENCE S 44° 50' 02" W -- 19.50 FEET; THENCE S 32° 25' 15" W -- 20.03 FEET; THENCE S 11° 35' 37" E -- 53.09 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH EASEMENT FOR INGRESS, EGRESS AND UTILITIES, OVER, UNDER AND ACROSS A 25-FOOT WIDE STRIP OF LAND IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF ABOVE SECTION 8, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT ABOVE DESIGNATED POINT "C"; THENCE S 23° 06' 56" E -- 34.02 FEET TO HEREIN DESIGNATED POINT "D" AND A TERMINUS.

ALSO TOGETHER WITH EASEMENT FOR INGRESS, EGRESS AND UTILITIES, OVER, UNDER AND ACROSS A 25-FOOT WIDE STRIP OF LAND THE SOUTH LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT ABOVE DESIGNATED POINT "D"; THENCE NORTHEASTERLY ON A 300-FOOT RADIUS CURVE TO THE LEFT THE CENTER OF WHICH BEARS N 08° 23' 03" W, HAVING A CENTRAL ANGLE OF 16° 36' 57" FOR AN ARC DISTANCE OF 87.00 FEET TO POINT OF TANGENCY; THENCE N 65° 00' 00" E -- 100.00 FEET TO POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE EASTERLY AND SOUTHEASTERLY ALONG AN ARC OF SAID CURVE, HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 77° 00' 00", FOR AN ARC DISTANCE OF 268.78 FEET TO POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG AN ARC OF SAID CURVE, HAVING A RADIUS OF 250 FEET AND A CENTRAL ANGLE OF 52° 00' 00", FOR AN ARC DISTANCE OF 226.89 FEET TO POINT OF TANGENCY; THENCE EAST 230.00 FEET TO POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG AN ARC OF SAID CURVE, HAVING A RADIUS OF 300 FEET AND A CENTRAL ANGLE OF 36° 00' 00", FOR AN ARC DISTANCE OF 188.50 FEET TO POINT OF TANGENCY; THENCE N 54° 00' 00" E -- 36.00 FEET TO POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG AN ARC OF SAID CURVE, HAVING A RADIUS OF 200 FEET AND A CENTRAL ANGLE OF 31° 30' 00", FOR AN ARC DISTANCE OF 109.96 FEET TO POINT OF TANGENCY; THENCE N 85° 30' 00" E -- 60.00 FEET TO TERMINUS POINT ON THE WESTERLY MARGIN OF OSPREY RIDGE DRIVE WHICH BEARS S 85° 30' 00" W -- 30.00 FEET FROM THE ABOVE SAID CENTERLINE INTERSECTION OF OSPREY RIDGE DRIVE AND WALKER WAY.

M. G. H.
J43000
09-17-85

VOL 211 326

DESCRIPTION
(SEWAGE TREATMENT PLANT)

THAT PORTION OF SECTION 9, TOWNSHIP 28 NORTH, RANGE 1 EAST, W.M., JEFFERSON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
COMMENCING AT THE POINT OF INTERSECTION OF THE CENTERLINES OF POPE WAY AND CONDON LANE IN THE PLAT OF PORT LUDLOW NO. 1 - AREA 2 PER VOLUME 5 OF PLATS, PAGE 27 OF JEFFERSON COUNTY RECORDS; THENCE ALONG CENTERLINE OF CONDON LANE S 05° 54' 07" W -- 329.20 FEET TO POINT OF CURVATURE; THENCE SOUTHERLY ON A 1000-FOOT RADIUS CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11° 08' 10" FOR AN ARC DISTANCE OF 194.36 FEET TO POINT OF TANGENCY; THENCE S 05° 14' 03" E -- 70.17 FEET TO AN EXISTING CASED MONUMENT AT THE CENTER POINT OF CUL DE SAC AT SOUTH END OF CONDON LANE; THENCE S 13° 51' 52" W -- 45.00 FEET TO THE NORTHEAST CORNER OF LOT 37 OF ABOVE SAID PLAT AND THE TRUE POINT OF BEGINNING; THENCE ALONG EAST LINE OF SAID LOT 37, S 13° 51' 52" W -- 130.03 FEET TO THE SOUTHEAST CORNER OF SAID LOT 37; THENCE LEAVING SAID PLAT S 29° 36' 24" E -- 139.44 FEET; THENCE S 03° 59' 34" W -- 106.59 FEET TO NORTHWEST CORNER OF "ADMIRALTY NO. 2" PER SURVEY PLAN RECORDED IN VOLUME 1 OF CONDOMINIUM PLANS, PAGES 38 AND 39 OF JEFFERSON COUNTY RECORDS, WASHINGTON; THENCE EASTERLY ALONG NORTH LINE OF SAID "ADMIRALTY NO. 2" ON A 110-FOOT RADIUS CURVE TO THE LEFT THE CENTER OF WHICH BEARS N 18° 44' 16" E, HAVING A CENTRAL ANGLE OF 27° 30' 00" FOR AN ARC DISTANCE OF 52.80 FEET TO POINT OF TANGENCY; THENCE CONTINUING ALONG NORTH LINE OF SAID "ADMIRALTY NO. 2" AND EASTERLY EXTENSION N 81° 14' 16" E -- 140 FEET MORE OR LESS TO THE LINE OF ORDINARY HIGH TIDE OF PORT LUDLOW; THENCE NORTHERLY ALONG SAID LINE OF ORDINARY HIGH TIDE A DISTANCE OF 265 FEET MORE OR LESS TO POINT ON THE SOUTH LINE OR EASTERLY EXTENSION OF LOT 36 OF ABOVE SAID PLAT OF PORT LUDLOW NO. 1 - AREA 2; THENCE ALONG LAST SAID LINE S 89° 38' 09" W TO THE SOUTHWEST CORNER OF SAID LOT 36; THENCE ALONG WESTERLY LINE OF LOT 36, N 25° 02' 27" W -- 116.95 FEET TO THE NORTHWEST CORNER OF SAID LOT 36; THENCE WESTERLY ALONG SOUTHERLY MARGIN OF CONDON LANE ON A 45-FOOT RADIUS CURVE TO THE RIGHT THE CENTER OF WHICH BEARS N 43° 25' 53" W, HAVING A CENTRAL ANGLE OF 57° 17' 45" ALONG AN ARC DISTANCE OF 45.00 FEET TO THE TRUE POINT OF BEGINNING.
TOGETHER WITH TIDELANDS OF THE SECOND CLASS SITUATED IN FRONT OR ADJACENT TO OR ABUTTING THEREON.

Be. ghf.

J#3000
09-17-85

VOL 211 327

DESCRIPTION

(LIFT STATION NO. 1 - NORTH BAY)

An easement for ingress, egress and utility purposes over, under and across the following described property:

THAT PORTION OF GOVERNMENT LOT 1, SECTION 16, TOWNSHIP 28 NORTH, RANGE 1 EAST, W.M., JEFFERSON COUNTY, WASHINGTON, BEING A 25-FOOT STRIP OF LAND THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 16, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION BEARS S 01° 34' 53" W -- 5245.52 FEET; THENCE FROM SAID NORTHWEST CORNER OF SECTION 16, S 73° 58' 08" E -- 2557.02 TO THE TRUE POINT OF BEGINNING; THENCE N 75° 00' 00" W -- 40 FEET MORE OR LESS TO THE EAST MARGIN OF MARINE VIEW DRIVE AND THE TERMINUS.

SUBJECT TO sewer and water easement as delineated in Exhibit A.

De sf

VOL 211 3283

DESCRIPTION

(LIFT STATION NO. 2 - NORTH BAY)

An easement for ingress, egress and utility purposes over, under and across the following described property:

A 30-FOOT WIDE STRIP OF LAND IN GOVERNMENT LOT 2, SECTION 16, TOWNSHIP 28 NORTH, RANGE 1 EAST, W.M., JEFFERSON COUNTY, WASHINGTON, THE CENTERLINE OF SAID 30-FOOT WIDE STRIP OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 16, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION BEARS S 01° 34' 53" W -- 5245.52 FEET; THENCE FROM SAID NORTHWEST CORNER OF SECTION, S 13° 09' 48" E -- 1008.48 FEET TO THE TRUE POINT OF BEGINNING OF THE CENTERLINE OF 30-FOOT WIDE STRIP HEREIN DESCRIBED; THENCE N 22° 12' 39" W -- 35.00 FEET; THENCE N 50° 34' 20" W -- 108.07 FEET TO THE SOUTH MARGIN OF LATERAL HIGHWAY NO. 3 (PORT LUDLOW DRIVE) AND THE TERMINUS.

De sh

J#3000
09-17-85

Vol 211 329

DESCRIPTION

(WELL NO. 4 - SOUTH)

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 28 NORTH, RANGE 1 EAST, W.M., JEFFERSON COUNTY; WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF CAMERON DRIVE AND ARGYLE LANE IN THE PLAT OF SOUTH BAY NO. 2, PER PLAT IN VOLUME 6 OF PLATS, PAGES 4 TO 6 OF JEFFERSON COUNTY RECORDS; THENCE ALONG CENTERLINE OF SAID CAMERON DRIVE N 18° 17' 14" W -- 668.73 FEET; THENCE LEAVING SAID CENTERLINE N 71° 42' 46" E -- 144.91 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING N 71° 42' 46" E -- 50.00 FEET; THENCE N 18° 17' 14" W -- 50.00 FEET; THENCE S 71° 42' 46" W -- 31.06 FEET TO HEREIN DESIGNATED POINT "A"; THENCE CONTINUING S 71° 42' 46" W -- 18.94 FEET; THENCE S 18° 17' 14" E -- 50.00 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES, UNDER, OVER AND ACROSS A 25-FOOT STRIP OF LAND THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT ABOVE DESIGNATED POINT "A"; THENCE N 67° 00' 00" W -- 113.00 FEET; THENCE S 82° 54' 57" W -- 31.72 FEET TO THE EAST MARGIN OF CAMERON DRIVE AND THE TERMINUS.

R shf

VOL 211 - 330

DESCRIPTION

(WELL NO. 9)

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 28 NORTH, RANGE 1 EAST, W.M., JEFFERSON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
COMMENCING AT THE CENTERLINE INTERSECTION OF CAMERON DRIVE AND ARGYLE LANE IN THE PLAT OF SOUTH BAY NO. 2, PER PLAT IN VOLUME 6 OF PLATS, PAGES 4 TO 6 OF JEFFERSON COUNTY RECORDS; THENCE ALONG CENTERLINE OF SAID CAMERON DRIVE N 18° 17' 14" W -- 297.64 FEET; THENCE LEAVING SAID CENTERLINE N 71° 42' 46" E -- 100.74 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING N 71° 42' 46" E -- 50.00 FEET; THENCE N 18° 17' 14" W -- 50.00 FEET; THENCE S 71° 42' 46" W -- 50.00 FEET; THENCE S 18° 17' 14" E -- 20.54 FEET TO HEREIN DESIGNATED POINT "A"; THENCE CONTINUING S 18° 17' 14" E -- 29.46 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS A 25-FOOT STRIP OF LAND THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT ABOVE DESIGNATED POINT "A": THENCE N 55° 46' 49" W -- 87.00 FEET; THENCE S 71° 42' 46" W -- 17.79 FEET TO POINT ON THE EASTERLY MARGIN OF CAMERON DRIVE AND THE TERMINUS.

Be ghy

Vol. 211 - 331

DESCRIPTION

(WELL NO. 13 - TEAL LAKE WELL)

THE SOUTH 150 FEET OF THE EAST 100 FEET OF THE WEST 155 FEET OF THE SOUTH HALF
OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 28
NORTH, RANGE 1 EAST, W.M., JEFFERSON COUNTY, WASHINGTON.

TOGETHER WITH an existing access road as delineated on Exhibit B.

ak shf

Vol 211 332

DESCRIPTION

(WELL NO. 12)

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 28 NORTH, RANGE 1 EAST, W.M., JEFFERSON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 20, 21, 28 AND 29 FROM WHICH THE NORTHWEST CORNER OF SECTION 21 BEARS N 01° 17' 47" E -- 5225.63 FEET; THENCE FROM THE NORTHEAST CORNER OF SAID SECTION 29, S 35° 52' 15" W -- 1113.64 FEET TO THE TRUE POINT OF BEGINNING; THENCE S 54° 07' 45" E -- 50.00 FEET; THENCE S 35° 52' 15" W -- 50.00 FEET TO HEREIN DESIGNATED POINT "A"; THENCE CONTINUING S 35° 52' 15" W -- 50.00 FEET; THENCE N 54° 07' 45" W -- 100.00 FEET; THENCE N 35° 52' 15" E -- 100.00 FEET; THENCE S 54° 07' 45" E -- 50.00 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES, UNDER, OVER AND ACROSS A 25-FOOT STRIP OF LAND IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29 AND IN THE SOUTHWEST QUARTER OF SAID SECTION 21 THE CENTERLINE OF SAID 25-FOOT STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT ABOVE DESIGNATED POINT "A"; THENCE S 54° 07' 45" E -- 300.00 FEET; THENCE N 48° 52' 15" E -- 300.00 FEET; THENCE N 00° 01' 25" W -- 979.37 FEET; THENCE N 46° 02' 55" E -- 58.34 FEET; THENCE N 75° 30' 12" E -- 93.07 FEET; THENCE N 66° 01' 02" E -- 215.50 FEET; THENCE N 30° 03' 43" E -- 172.98 FEET; THENCE N 41° 47' 47" E -- 343.82 FEET; THENCE N 41° 42' 19" E -- 193.99 FEET; THENCE N 24° 36' 19" E -- 242.30 FEET; THENCE N 68° 37' 03" E -- 194.95 FEET; THENCE N 52° 07' 18" E -- 172.04 FEET; THENCE N 22° 52' 19" E -- 372.21 FEET; THENCE N 69° 00' 40" E -- 311.24 FEET; THENCE N 52° 35' 44" E -- 193.85 FEET; THENCE N 31° 20' 13" E -- 66.42 FEET; THENCE N 03° 07' 22" W -- 366.32 FEET; THENCE N 10° 43' 58" E -- 183.54 FEET; THENCE N 14° 26' 52" E -- 35.00 FEET TO POINT ON THE SOUTH BOUNDARY OF PLAT OF SOUTH BAY NO. 2, PER VOLUME 6 OF PLATS, PAGES 4 TO 6 OF JEFFERSON COUNTY RECORDS, THIS POINT BEING THE SOUTH END OF CENTERLINE OF CAMERON DRIVE IN SAID PLAT, AND THE TERMINUS.

SUBJECT TO restriction as set forth in Exhibit C.

DC sf

Vol 211 333

DESCRIPTION

(175,000 GALLON RESERVOIR -- SOUTH BAY.

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 28 NORTH, RANGE 1 EAST, W.M., JEFFERSON COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHERNMOST POINT OF THE CENTERLINE OF HIGHLAND DRIVE IN THE PLAT OF SOUTH BAY NO. 1, PER PLAT RECORDED IN VOLUME 6 OF PLATS, PAGES 1 THROUGH 3 OF JEFFERSON COUNTY RECORDS; THENCE S 54° 21' 29" W -- 1061.69 FEET TO THE TRUE POINT OF BEGINNING; THENCE N 71° 09' 48" E -- 23.00 FEET TO HEREIN DESIGNATED POINT "A"; THENCE CONTINUING N 71° 09' 48" E -- 42.80 FEET; THENCE S 06° 55' 22" E -- 126.64 FEET; THENCE S 84° 54' 39" W -- 39.86 FEET; THENCE N 19° 18' 06" W -- 114.45 FEET TO THE TRUE POINT OF BEGINNING.
TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES, UNDER, OVER AND ACROSS A 25-FOOT STRIP OF LAND THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:
BEGINNING AT ABOVE DESIGNATED POINT "A"; THENCE N 05° 03' 46" W -- 21.74 FEET TO POINT OF CURVATURE OF A 120-FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY ON SAID CURVE HAVING A CENTRAL ANGLE OF 108° 38' 56", ALONG AN ARC DISTANCE OF 227.55 FEET TO POINT OF TANGENCY; THENCE S 76° 24' 50" E -- 32.00 FEET; THENCE N 60° 28' 51" E -- 129.15 FEET; THENCE N 65° 58' 29" E -- 124.04 FEET; THENCE N 71° 18' 07" E -- 275.99 FEET TO POINT OF CURVATURE OF A 240-FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY ON SAID CURVE HAVING A CENTRAL ANGLE OF 57° 11' 09", ALONG AN ARC DISTANCE OF 239.54 FEET TO POINT OF TANGENCY; THENCE N 14° 06' 58" E -- 102.61 FEET TO ABOVE SAID SOUTHERNMOST POINT OF THE CENTERLINE OF HIGHLAND DRIVE AND THE TERMINUS.

De sh

VOL 211 - 334

DESCRIPTION

(FUTURE RESERVOIR) -13-A

THE WEST 200 FEET OF THE EAST 400 FEET OF THE SOUTH 200 FEET OF THE SOUTH HALF
OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 28
NORTH, RANGE 1 EAST, W.M., JEFFERSON COUNTY, WASHINGTON.

TOGETHER WITH an existing access road as delineated in Exhibit B.

Ac of

VGL 211 335

DESCRIPTION

(LIFT STATION NO. 4 - SOUTH)
An easement for ingress, egress and utility purposes over, under
and across the following described property:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16,
TOWNSHIP 28 NORTH, RANGE 1 EAST, W.M., JEFFERSON COUNTY, WASHINGTON. DESCRIBED
AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 16, FROM WHICH THE NORTHWEST
CORNER OF SAID SECTION BEARS N 01° 36' 04" E -- 5245.52 FEET; THENCE FROM SAID
SOUTHWEST CORNER OF SECTION, N 13° 51' 24" E -- 618.98 FEET TO THE TRUE POINT
OF BEGINNING; THENCE N 74° 32' 47" E -- 20.00 FEET; THENCE N 15° 27' 13" W --
20.00 FEET; THENCE S 74° 32' 47" W -- 20.00 FEET; THENCE S 15° 27' 13" E --
20.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT RIGHT-OF-WAY FOR SOUTH BAY LANE THEREFROM.

Bech

VOL 211 - 336

DESCRIPTION

(INTERTIE OF WATER SYSTEM)
An easement for ingress, egress and utility purposes over, under and across the following described property:

A 15-FOOT WIDE STRIP OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 28 NORTH, RANGE 1 EAST, W.M., AND IN GOVERNMENT LOT 5, SECTION 17, TOWNSHIP 28 NORTH, RANGE 1 EAST, W.M., JEFFERSON COUNTY, WASHINGTON, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 16, TOWNSHIP 28 NORTH, RANGE 1 EAST, W.M. FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 16 BEARS N 01° 36' 04" E -- 5245.52 FEET; THENCE FROM SAID SOUTHWEST CORNER OF SECTION 16, N 05° 33' 44" E -- 946.31 FEET TO HEREIN DESIGNATED POINT "A"; THENCE S 15° 27' 13" E -- 480 FEET MORE OR LESS TO POINT ON NORTH MARGIN OF PORT LUDLOW TO PARADISE ROAD AND THE TRUE POINT OF BEGINNING; THENCE N 15° 27' 13" W -- 480 FEET MORE OR LESS TO ABOVE DESIGNATED POINT "A"; THENCE S 86° 37' 07" W -- 204.45 FEET; THENCE N 81° 11' 48" W -- 219.54 FEET; THENCE S 83° 06' 02" W -- 230.30 FEET; THENCE S 86° 07' 02" W -- 171.21 FEET; THENCE S 84° 12' 02" W -- 219.75 FEET; THENCE S 87° 28' 07" W -- 168.86 FEET; THENCE S 58° 43' 02" W -- 186.24 FEET; THENCE S 70° 39' 52" W -- 59.77 FEET; THENCE S 08° 25' 15" W -- 190 FEET MORE OR LESS TO THE NORTH MARGIN OF THE PORT LUDLOW TO PARADISE ROAD AND THE TERMINUS.

EXCEPT PUBLIC RIGHTS-OF-WAY, IF ANY, THEREFROM.

ALSO A 15-FOOT STRIP OF LAND IN SECTION 17, TOWNSHIP 28 NORTH, RANGE 1 EAST, W.M., JEFFERSON COUNTY, WASHINGTON, SAID STRIP ABUTTING TO THE EAST AND NORTHEAST OF THE EASTERLY AND NORTHEASTERLY MARGIN OF RIGHT-OF-WAY OF THE PORT LUDLOW-PARADISE ROAD (LUDLOW-QUEEN ANNE SECTION) FROM STATION 19+00 TO 45+40, PER PLANS OF COUNTY ROAD PROJECT NO. 284, APPROVED JULY 18, 1966.

W. G. H.

DESCRIPTION

EASEMENT FOR POWER TRANSMISSION LINE (CROWN ZELLERBACK)

An easement for ingress, egress and utility purposes over, under and across the following described property:

A 15-FOOT STRIP IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 28 NORTH, RANGE 1 EAST, W.M., IN JEFFERSON COUNTY, WASHINGTON, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 21, TOWNSHIP 28 NORTH, RANGE 1 EAST, W.M.; THENCE ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION N 01° 17' 13" E — 1405.00 FEET TO HEREIN DESIGNATED POINT "A" AND THE TRUE POINT OF BEGINNING; THENCE S 47° 42' 47" E — 1743.5 FEET MORE OR LESS TO POINT ON THE WEST LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER CORNER OF THE ABOVE SAID SECTION 21 AND THE TERMINUS.

DC of

J#2759
9-13-84

VOL 211 338

DESCRIPTION

EASEMENT FOR POWER TRANSMISSION LINE (POPE & TALBOT)

An easement for ingress, egress and utility purposes over, under and across the following described property:

A 15-FOOT STRIP IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 28 NORTH, RANGE 1 EAST, W.M., IN JEFFERSON COUNTY, WASHINGTON, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER OF SAID SECTION 21, TOWNSHIP 28 NORTH, RANGE 1 EAST, W.M.; THENCE ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION N 01° 17' 13" E -- 1405.00 FEET TO HEREIN DESIGNATED POINT "A" AND THE TRUE POINT OF BEGINNING; THENCE N 88° 42' 47" W -- 678.00 FEET; THENCE N 66° 12' 47" W -- 147.00 FEET; THENCE N 45° 42' 47" W -- 117.00 FEET TO POINT OF CURVATURE OF A 237-FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY ON SAID CURVE HAVING A CENTRAL ANGLE OF 30° 30' 00", ALONG AN ARC DISTANCE OF 126.16 FEET TO POINT OF TANGENCY; THENCE N 15° 12' 47" W -- 127.80 FEET; THENCE N 08° 05' 20" W -- 120.81 FEET; THENCE N 04° 32' 47" W -- 95.04 FEET; THENCE N 11° 20' 33" W -- 81.58 FEET; THENCE N 00° 47' 09" E -- 140.01 FEET; THENCE N 12° 49' 32" E -- 188.7 FEET TO POINT ON THE SOUTHERLY BOUNDARY OF PLAT OF SOUTH BAY NO. 2 AND THE TERMINUS.

dc sh

#2759
9-13-84

vol 211 339

STATE OF WASHINGTON)
) ss
COUNTY OF KITSAP)

On this 2nd day of MAY, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **STEVEN R. BOTTS**, to me known to be the person who signed as **SUPERVISOR REAL ESTATE**, of Puget Sound Energy, Inc., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of Puget Sound Energy, Inc. for the uses and purposes therein mentioned; and on oath stated that **HE** was authorized to execute the said instruction on behalf of said Puget Sound Energy, Inc.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written



Kitty J. Ogg
(Signature of Notary)
KITTY J. OGG
(Print or stamp name of Notary)
Notary Public in and for the State of Washington,
Residing at BREMERTON, 98311
My Appointment Expires: 05-15-2010

History 2001, text and all notations subject to multiple

WHEN RECORDED, RETURN TO:

Marco de Sa e Silva, Esq.
DAVIS WRIGHT TREMAINE LLP
2600 Century Square
1501 Fourth Avenue
Seattle, Washington 98101-1688

426314

83
88
JEFFERSON TITLE COMPANY

30 AUG 30 PM 4:09

NOTARY PUBLIC
JEFFERSON COUNTY, WASHINGTON

Handwritten signature

NO REAL ESTATE
SALES TAX REQUIRED
COUNTY TREASURER

BY S. Hanaway, Deput

R-53471/3197PL

DECLARATION OF EASEMENT
(Development Office Sliver f/b/o Pope Resources)

Grantor: Olympic Water and Sewer, Inc., a Washington corporation

Grantee: Pope Resources, a Delaware limited partnership

Abbreviated Legal Description:

Portion of Section 8, Township 28 North, Range 1 East, W.M.,
Jefferson County, Washington.

Complete legal description is at Exhibit A (page 4) hereof.

Assessor's Property Tax Parcel Account Numbers:

Portion of 821-084-004 and all of 821-084-001

Reference to Related Document: No documents are assigned or released herein.

461835201100047.WPD/8.25.99
Seattle

AUG 30 1999

DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT (this "Declaration") is made as of the date set forth below by OLYMPIC WATER AND SEWER, INC., a Washington corporation ("Grantor").

RECITALS

- A. Grantor owns certain real property legally described on Exhibit A attached hereto (the "Property").
- B. Grantor desires to establish an easement upon the Property as described herein.
- C. This Declaration is made to give effect to the desires of Grantor.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration but no monetary consideration, Grantor hereby declares as follows:

1. **Creation of Easement.** Grantor hereby creates, declares, and impresses upon the Property, subject to matters of record, a perpetual nonexclusive easement (the "Easement") for access and the construction, installation, maintenance, repair, replacement, and use of driveways, paths, roadways, sidewalks, all manner of underground utility lines and appurtenant facilities, landscaping, fences, walls, surface water management facilities, and mailbox structures, together with all necessary appurtenances (collectively, the "Facilities"), across, over, under, upon, and through the entirety of the Property for the benefit of POPE RESOURCES, a Delaware limited partnership, its successors and assigns ("Grantee"), as owner of the real property legally described on Exhibit B attached hereto ("Grantee's Property").
2. **Benefits and Burdens.** The benefits and burdens of the Easement are appurtenant to real property and are intended to attach to and run with the land.
3. **Maintenance.** The Facilities shall be maintained by Grantee.
4. **Alterations.** Within the Property no structure, planting, or other material shall be placed or permitted to remain that may damage or interfere with the maintenance, repair, replacement, and use of the Facilities, except upon the prior express written consent of Grantee.
5. **Damage.** By its acceptance of the rights and privileges conveyed within this Declaration, Grantee agrees that if it shall cause any damage to the Property, then it shall promptly restore the same to its condition before such damage at its sole cost and expense, provided, however, that trees reasonably removed in connection with the maintenance, repair, replacement, and use of the Facilities need not be replaced.

6. **Indemnity.** By its acceptance of the rights and privileges conveyed within this Declaration, Grantee agrees to indemnify and hold Grantor harmless from and against any and all loss, damage, claims, penalties, liability, suits, costs, and expenses (including, without limitation, reasonable attorneys fees and costs) suffered or incurred by Grantor arising out of or related to Grantee's negligence or intentional misconduct in its maintenance, repair, replacement, and use of the Facilities.

7. **Miscellaneous.** The headings contained herein shall not be used to interpret the provisions hereof. This Declaration shall be interpreted under and governed by the laws of the State of Washington. Any person's failure to enforce any provision hereof shall not constitute a waiver thereof in any future instance. If any provision hereof is held to be unenforceable, the remaining provisions shall continue in full force and effect.

Dated and effective as of August 30th, 1999.

GRANTOR:

OLYMPIC WATER AND SEWER, INC., a
Washington corporation

By [Signature]
its President

STATE OF WASHINGTON)

) ss.

COUNTY OF JEFFERSON)

On this 30th day of August, 1999, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared TOM GRIFFIN, to me known to be the PRESIDENT of OLYMPIC WATER AND SEWER, INC., the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.



[Signature]
NOTARY PUBLIC in and for the State of
Washington, residing at KINGSTON
My commission expires 2-27-2003
Print Name Mary H Corbett

461875201/00047/WPD/0.25.99
Seattle

EXHIBITS:

- A - Description of Property
- B - Description of Grantee's Property

46183520100947.WPD/8.25.99
Seattle

EXHIBIT A

**Description of Property
(Development Office Sliver f/b/o Pope Resources)**

That portion of the Southeast 1/4 of Section 8, Township 28 North, Range 1 East, W.M., Jefferson County, Washington, lying between the plats of Port Ludlow No. 3 as recorded in Volume 5 of Plats at pages 95 through 97 and the plat of Port Ludlow No. 4 as recorded in Volume 6 of Plats at pages 54 through 56, records of Jefferson County, Washington;

EXCEPT the any portion thereof lying within the Northwest 1/4 of the Southeast 1/4 of said Section 8;

ALSO EXCEPT any portion thereof lying within the Amended Pope and Talbot Short Plat as recorded in Volume 3 of Short Plats, pages 6 and 7, records of Jefferson County, Washington;

ALSO EXCEPT any portion thereof lying southerly of the northerly margin of Walker Way;

ALSO EXCEPT that portion thereof described as Well No. 2 and recorded in Volume 211 of Deeds at page 322, records of Jefferson County, Washington

Situate in the County of Jefferson, State of Washington.

EXHIBIT B

Description of Grantee's Property

That portion of the East 330 feet of the South 660 feet of the Northwest 1/4 of the Southeast 1/4 of Section 8, Township 28 North, Range 1 East, W.M., Jefferson County, Washington, lying Westerly of Pope and Talbot Development, Inc., amended Short Plat as recorded in Volume 3 of Short Plats, pages 6 and 7, records of Jefferson County, Washington.

Situate in the County of Jefferson, State of Washington.

EXHIBIT B

Description of Grantee's Property

That portion of the East 330 feet of the South 660 feet of the Northwest 1/4 of the Southeast 1/4 of Section 8, Township 28 North, Range 1 East, W.M., Jefferson County, Washington, lying Westerly of Pope and Talbot Development, Inc., amended Short Plat as recorded in Volume 3 of Short Plats, pages 6 and 7, records of Jefferson County, Washington.

Situate in the County of Jefferson, State of Washington.

46183520100047.WPD/8.25.99
Seattle

V.655 p88
655 88

WHEN RECORDED, RETURN TO:

Marco de Sa e Silva, Esq.
DAVIS WRIGHT TREMAINE LLP
2600 Century Square
1501 Fourth Avenue
Seattle, Washington 98101-1688

427495

RECORDED 11/688
VOL 658 PAGE 688
OF OFFICIAL RECORDS
CLERK OF
COUNTY OF
JUL 23 10 23 AM '99
RESOURCES
DONALD W. HARRIS
JEFFERSON COUNTY AUDITOR

BY *[Signature]* COUNTY

WELL PROTECTION COVENANT
(Well 2: OWSI f/b/o OWSI)

Grantor: Olympic Water and Sewer, Inc., a Washington corporation

Grantee: Olympic Water and Sewer, Inc., a Washington corporation

Abbreviated Legal Description:

Portion of Section 8, Township 28 North, Range 1 East, W.M.,
Jefferson County, Washington.

Complete legal description is at Exhibit A (page 4) hereto.

Assessor's Property Tax Parcel Account Numbers:

Portion of 821-084-004

Reference to Related Document: No documents are assigned or released herein.

4618315201\00090.COV\10.6.99
No. 19.10

OCT 8 1999

VOL 658 PAGE 688

WELL PROTECTION COVENANT

THIS WELL PROTECTION COVENANT (this "Covenant") is made as of the date set forth below by OLYMPIC WATER AND SEWER, INC., a Washington corporation ("Grantor").

RECITALS

- A. Grantor owns certain real property legally described on Exhibit A attached hereto (the "Property"). A water well is located within or near the Property.
- B. Grantor desires to establish a water well protection covenant upon the Property as described herein.
- C. This Covenant is made to give effect to the desires of Grantor.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration but no monetary consideration, Grantor hereby covenants as follows:

1. **Protected Area.** This Covenant affects that portion of the Property located within one hundred (100) feet (the "Protected Area") of any water well now existing and operated by OLYMPIC WATER AND SEWER, INC., a Washington corporation, its successors and assigns (the "Grantee"), either within the Property or within one hundred (100) feet outside of the Property. Attached hereto as Exhibit B is a map showing the names and general locations of water wells now existing and operated by Grantee either within the Property or within one hundred (100) feet outside of the Property.

2. **Establishment of Covenant.** Within the Protected Area, Grantor for itself and its successors and assigns hereby agrees and covenants for the benefit of Grantee as follows:

a. Grantor shall not construct, install, maintain, dispose of, apply, store, use, or suffer any source of contamination, including without limitation any cesspools, sewers, privies, septic tanks, drainfields, manure piles, garbage of any kind or description, barns, chicken houses, rabbit hutches, pigpens, or other enclosures or structures for the keeping or maintenance of fowls or animals, or liquid or dry chemicals, herbicides, or insecticides, or other hazardous substances, without the consent of Grantee and the Washington State Department of Health.

b. Grantee shall have the right to exercise complete sanitary control.

3. **Change of Ownership.** This Covenant shall be recorded in the real property records of Jefferson County, Washington, in order to disclose the terms and conditions of this Covenant to the successors and assigns of Grantor and Grantee.

4. **Termination of Covenant.** This Covenant shall be effective perpetually, except that it shall terminate automatically as to any water well not operated for any period of one (1) year or more to furnish water for public consumption.

5. **Benefits and Burdens.** The benefits and burdens of this Covenant are appurtenant to real property and are intended to attach to and run with the land.

6. **Miscellaneous.** The headings contained herein shall not be used to interpret the provisions hereof. This Covenant shall be interpreted under and governed by the laws of the State of Washington. Any person's failure to enforce any provision hereof shall not constitute a waiver thereof in any future instance. If any provision hereof is held to be unenforceable, the remaining provisions shall continue in full force and effect.

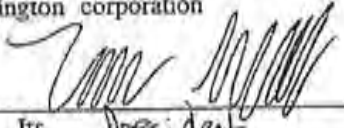
Dated and effective as of October 6, 1999.

GRANTOR:

OLYMPIC WATER AND SEWER, INC., a
Washington corporation

By

Its


President

STATE OF WASHINGTON)

) ss.

COUNTY OF KITSAP)

On this 10th day of October, 1999, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Tom Griffin, to me known to be the President of OLYMPIC WATER AND SEWER, INC., the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.



D. Susan Schroeder
NOTARY PUBLIC in and for the State of
Washington, residing at Port Ludlow
My commission expires 8-1-00
Print Name D. Susan Schroeder

EXHIBITS:

- A - Description of Property
- B - Map

EXHIBIT A

Description of Property

That portion of the Southeast 1/4 of Section 8, Township 28 North, Range 1 East, W.M., Jefferson County, Washington, lying between the plats of Port Ludlow No. 3 as recorded in Volume 5 of Plats at pages 95 through 97 and the plat of Port Ludlow No. 4 as recorded in Volume 6 of Plats at pages 54 through 56, records of Jefferson County, Washington;

EXCEPT the any portion thereof lying within the Northwest 1/4 of the Southeast 1/4 of said Section 8;

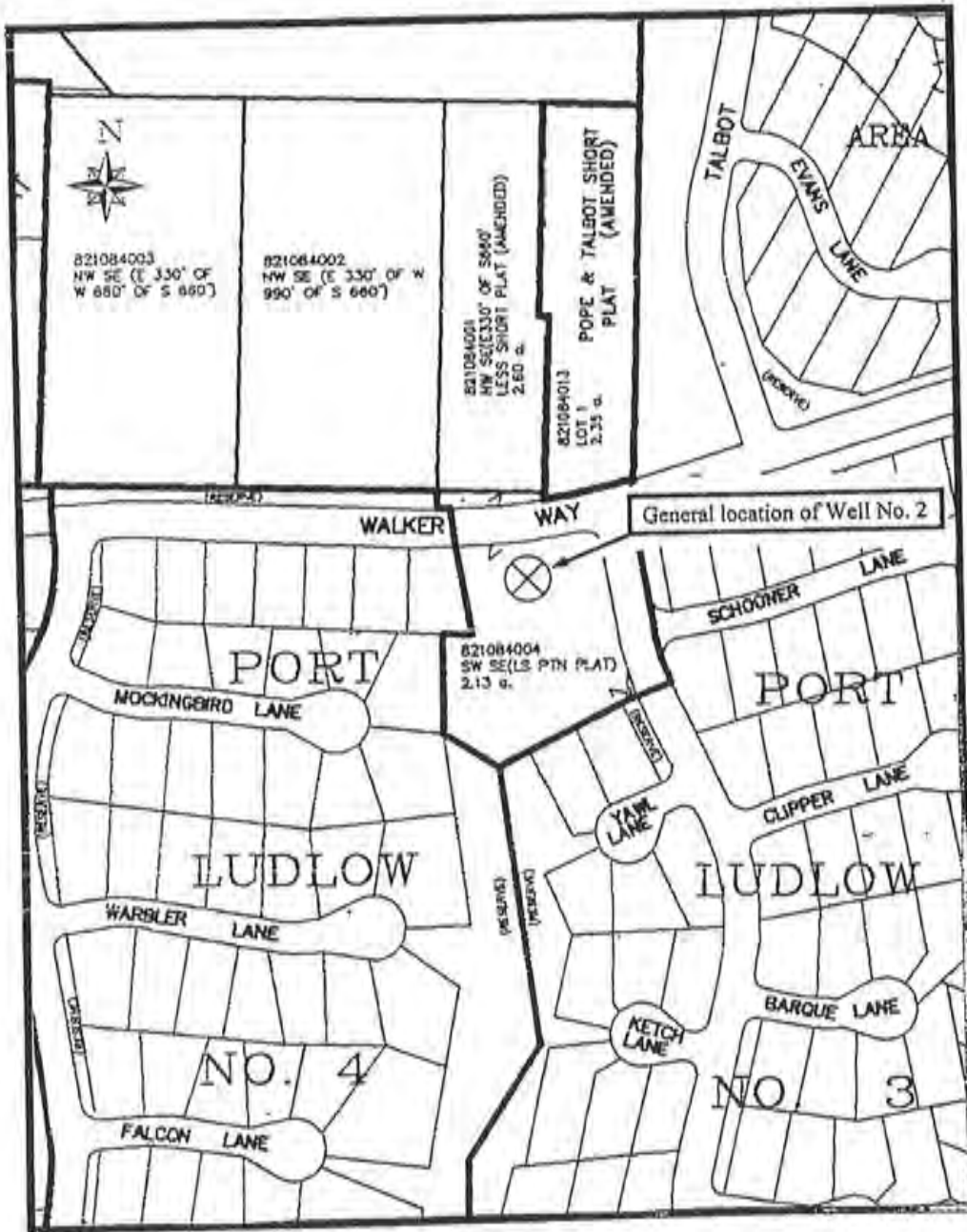
ALSO EXCEPT any portion thereof lying within the Amended Pope and Talbot Short Plat as recorded in Volume 1 of Short Plats at pages 47, records of Jefferson County, Washington;

ALSO EXCEPT any portion thereof lying southerly of the northerly margin of Walker Way;

ALSO EXCEPT that portion thereof described as Well No. 2 and recorded in Volume 211 of Deeds at page 322, records of Jefferson County, Washington

Situate in the County of Jefferson, State of Washington.

EXHIBIT B
MAP



1-00 DCD }
1-00 Pope Res } 5-7-00



435974

Page: 8 of 841
08/04/2000 11:40A
RESO 868.00

STATE OF WASHINGTON
County of Jefferson

IN THE MATTER OF A RESOLUTION
to enter into a development agreement with
land owned by Pope Resources per Chapter
36.70B.170 and Chapter 36.70B.200
Revised Code of Washington



Resolution No. 42-00

The Jefferson County Board of Commissioners enters the following findings:

1. On August 28, 1998 the BOCC adopted Resolution No. 72-98 establishing the Jefferson County Comprehensive Land Use Plan in accordance with the Growth Management Act Chapter 36.70A RCW.
2. The Comprehensive Plan established the Port Ludlow Master Planned Resort. The Comprehensive Plan contains policies in LNG 25.0 of the Land Use and Rural element, which maintain the viability of Port Ludlow, as Jefferson County's only Master Planned Resort (MPR).
3. On October 4, 1999 the BOCC adopted Ordinance No. 08-1004-99 as development regulations for the Port Ludlow Master Planned Resort.
4. Pursuant to Chapter 36.70B.170 Jefferson County may enter into a development agreement with a person having ownership of real property within Jefferson County.
5. Land Use and Rural Strategy C, Master Planned Resort, Action Item 3 of the Comprehensive Plan (page 3-94) allows for the adoption of a Development Agreement between Jefferson County and Pope Resources (Olympic Property Group) pursuant to Chapter 36.70.B.170 RCW.
6. The Board of County Commissioners finds that the Development Agreement is consistent with the applicable development regulations adopted by Jefferson County under chapter 36.70A RCW.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, Jefferson County, Washington, as follows:

- 1.0 The adoption of Port Ludlow Development Agreement (attached hereto as Exhibit A) covering approximately 1,200 acres of land owned by Pope Resources and located in Jefferson County furthers the public's health, safety and welfare by allowing development to take place in a predictable manner consistent with the County's Comprehensive Plan and the Port Ludlow Master Planned Resort Code, Ordinance No. 08-10004-99.
- 2.0 The Board intends this Resolution shall apply to all land owned by Pope Resources within the Port Ludlow Master Planned Resort, to the extent permitted by law.

WHEN RECORDED, RETURN TO:

Marco de Sa e Silva
Davis Wright Tremaine LLP
1201 Fourth Avenue
Floor 22
Seattle, Washington 98101

**AMENDMENT NO. 1
TO
PORT LUDLOW DEVELOPMENT AGREEMENT**

Grantor: JEFFERSON COUNTY, a political subdivision of the State of Washington

Grantee: PORT LUDLOW ASSOCIATES LLC, a Washington limited liability company
OLYMPIC WATER AND SEWER, INC., a Washington corporation

Abbreviated Legal Description:

Refer to Exhibit 1 of AFN 435974 (original agreement).

Assessor's Property Tax Parcel Account Numbers:

Reference to Related Document:

A.F. No. 435974 (original agreement)



536369

Page 2 of 7
08/12/2008 10:31A
OPENED 48.00

Jefferson County RUD PORT LUDLOW ASSOCIAT

**AMENDMENT NO. 1
TO
PORT LUDLOW DEVELOPMENT AGREEMENT**

THIS AMENDMENT NO. 1 TO PORT LUDLOW DEVELOPMENT AGREEMENT (this "Amendment") is made this 7th day of July, 2008, by PORT LUDLOW ASSOCIATES LLC, a Washington limited liability company, and OLYMPIC WATER AND SEWER, INC., a Washington corporation (collectively "PLA"), and JEFFERSON COUNTY, a political subdivision of the State of Washington (the "County"). This Amendment amends and modifies that certain Port Ludlow Development Agreement dated May 1, 2000, and effective May 8, 2000 (the "Agreement"), between Pope Resources, Olympic Property Group LLC, Olympic Resorts LLC, Olympic Water and Sewer, Inc., and Olympic Real Estate Development LLC (collectively "Pope") and the County, which was recorded in the real property records of Jefferson County, Washington, under Auditor's File No. 435974.

RECITALS

A. The Agreement is a development agreement under RCW 36.70B.170 and UDC 18.40.850. Pope and the County made the Agreement effective May 8, 2000. PLA is the assignee and successor to Pope under the Agreement.

B. The Agreement governs the development of real property owned by PLA and located in the approximately 1,200-acre Port Ludlow MPR, which is a master planned resort designated by Jefferson County in 1998 under the authority of RCW 36.70A.362.

C. The parties agreed in the Agreement, among other things, that "The review and approval of proposed development applications proposed by Pope for Pope Property shall be pursuant to the Port Ludlow MPR Zoning Ordinance (Appendix A) and the County's Land Use Procedures Ordinance, Ordinance 04-0828-98, which is attached in Appendix E." Agreement Section 3.12.1.

D. The County's Land Use Procedures Ordinance, Ordinance 04-0828-98 ("LUPO"), provides that the Appellate Examiner shall decide appeals of Hearing Examiner (Type B) decisions.

E. On July 10, 2006, the County adopted Ordinance No. 08-0710-06, in which the County eliminated the Appellate Examiner position, eliminated the administrative process by which Hearing Examiner decisions may be appealed to the Appellate Examiner, and made other amendments to the Jefferson County Unified Development Code. However, because the Agreement provides that LUPO governs the review and approval of development applications proposed by PLA within the PLA Property, Ordinance No. 08-0710-06 generally does not apply to development applications proposed by PLA.

F. PLA and the County desire to modify the procedures for the review and approval of development applications proposed by PLA for its real property within the Port Ludlow MPR



by eliminating the Appellate Examiner position and the administrative process by which Hearing Examiner decisions may be appealed to the Appellate Examiner, in order to promote administrative economy, to reduce County costs in completing administrative land use decision-making processes, to reduce the time required to complete administrative land use decision-making processes, and to make such procedures consistent with the procedures for the review and approval of development applications proposed by other applicants in Jefferson County.

G. This Amendment was the subject of a ten (10) day comment period, which ran from May 14, 2008, to May 23, 2008. As required by RCW 36.70B.200, a public hearing was held before the Jefferson County Board of County Commissioners on May 27, 2008. The Board of County Commissioners reviewed and took official action adopting this Amendment on July 7th, 2008.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements of the parties, it is agreed by and between the parties that the Agreement shall be amended and modified as follows:

AGREEMENT

1. Defined Terms. The following terms used in this Amendment shall have the following meanings: "PLA Property" means the real property legally described on Exhibit A attached hereto, which comprises those portions of the Pope Property that are owned of record by PLA and located within the Port Ludlow MPR as of the effective date of this Amendment. All references in the Agreement to "Pope Property" shall mean "PLA Property."

2. Elimination of Appellate Examiner Position and Process. The procedures for the review and approval of development applications proposed by PLA for the PLA Property shall be amended and modified as follows:

a. A Hearing Examiner (Type B) decision shall be final unless an appeal is timely commenced either in Superior Court under the Land Use Petition Act, RCW Chapter 36.70C ("LUPA"), as to Hearing Examiner land use decisions that are subject to review by Superior Courts under LUPA, or in a quasi-judicial body created by another state law, such as the Shorelines Hearings Board, the Environmental and Land Use Hearings Board, or the Growth Management Hearings Board, as to Hearing Examiner land use decisions that are subject to review by such bodies under such state laws.

b. No Appellate Examiner shall have jurisdiction over any development application proposed by PLA for the PLA Property. No Appellate Examiner shall hear or decide appeals of Hearing Examiner decisions on development application proposed by PLA for the PLA Property.

c. The procedural amendments and modifications described in this Section 2 shall apply to all development applications proposed by PLA for the PLA Property as to which a Hearing Examiner decision has not been issued as of the effective date of this Amendment.

3. **PLA as Assignee and Successor.** PLA is the assignee of and successor to Pope under the Agreement and as such is subject to all of the benefits and burdens of Pope under the Agreement.

4. **Notices.** All communications, notices and demands of any kind that a party under this Agreement requires or desires to give to any other party shall be in writing deposited in the U.S. mail, certified mail postage prepaid, return receipt requested, and addressed as follows:

To the County: Al Scalf
Jefferson County Department of Community Development
621 Sheridan Street
Port Townsend, WA 98368

cc: Board of County Commissioners
P.O. Box 1220
Port Townsend, WA 98368

And cc: Jefferson County Prosecuting Attorney

To PLA: Diana Smeland
Port Ludlow Associates LLC
44 Breaker Lane
Port Ludlow, WA 98365

cc: Randall J. Verrue
HCV Pacific Partners
222 Kearny Street Suite 550
San Francisco, CA 94108

And cc: Marco de Sa e Silva
Davis Wright Tremaine LLP
1201 Third Avenue, Floor 22
Seattle, WA 98101



536369

Page: 5 of 7
08/12/2008 10:31A
ARND, AR RD

Jefferson County and PORT LUDLOW ASSOCIAT

5. **Effect of Amendment.** This Amendment amends and modifies the Agreement and shall be effective as of the date of mutual execution and delivery hereof. In the event of any conflict between the Agreement and this Amendment, this Amendment shall control. Capitalized terms not otherwise defined herein shall have the meanings given them under the Agreement. Except as contained within the Agreement and this Amendment, there are no other agreements or understandings between PLA and the County relating to the subject matter of the Agreement and this Amendment. The Agreement is hereby confirmed and ratified.

JEFFERSON COUNTY
Jefferson County Board of County
Commissioners

By [Signature] 7/7/08

By [Signature]

By [Signature]

APPROVED AS TO FORM:

[Signature] 7/7/2008
Prosecuting Attorney

[Signature]
Al Scalf
Director of Community Development

PORT LUDLOW ASSOCIATES LLC, a
Washington limited liability company

[Signature]
By [Signature]
Its President



538648

Page 1 of 21
11/13/2008 10:36A
AMUN A? AN

Jefferson County Auditor PART I (PORT LUDLOW ASSOCIATES)

WHEN RECORDED, RETURN TO:

Marco de Sa e Silva
Davis Wright Tremaine LLP
1201 Third Avenue, Floor 22
Seattle, Washington 98101

**CORRECTED AMENDMENT NO. 1
TO
PORT LUDLOW DEVELOPMENT AGREEMENT**

THIS DOCUMENT AMENDS, CORRECTS, AND RESTATES THE DOCUMENT RECORDED UNDER JEFFERSON COUNTY AUDITOR'S FILE NO. 536369, WHICH CONTAINED OR REFERENCED AN INCORRECT AND OUTDATED LEGAL DESCRIPTION OF THE PROPERTY.

Grantor: JEFFERSON COUNTY, a political subdivision of the State of Washington
Grantee: PORT LUDLOW ASSOCIATES LLC, a Washington limited liability company
OLYMPIC WATER AND SEWER, INC., a Washington corporation

Abbreviated Legal Description:

Portions of Sections 8, 9, 16, 17, 20, 21 and 29, Township 28 North, Range 1 East; Lts 48, 68, 71, 105 and 45 Area 4, Pt Ludlow No. 1; Lt 16 Area 3 Pt Ludlow No. 2; Lot 8 South Bay #2; Lt 74 Teal Lake Village; Parcels I M1-M4, R1-R3, SF1-SF5, TH19-TH25, TH33-TH53, Th16A, TH28A, TH44A, TH45A and TH52A Ludlow Bay Village; Lts 8-11 Ludlow cove Div 1, Phase 2; TTs A-E Ludlow Cove Div 1, Ph 1; Lt 16 Olympic Terrace #1; Lts 1-41 and TTs A-E Olympic Terrace Div 2, Ph 1; and tidelands fronting Ludlow Bay Village and Lt 1 Ludlow Beach TTs

Complete legal description is on pages 8-21 (Exhibit A) of document.

Assessor's Property Tax Parcel Account Numbers:

990 400 445. See Exhibit A attached hereto for additional tax parcels.

Reference to Related Document:

A.F. No. 435974 (original agreement); A.F. No. 536369 (Amendment No. 1)



538648

Page: 2 of 21
11/13/2008 10:36A
AMEND 02 08

Jefferson County Aud PORT LUDLOW ASSOCIAT

**CORRECTED AMENDMENT NO. 1
TO
PORT LUDLOW DEVELOPMENT AGREEMENT**

THIS CORRECTED AMENDMENT NO. 1 TO PORT LUDLOW DEVELOPMENT AGREEMENT (this "Amendment") is dated for reference purposes and made effective as of July 7, 2008, by PORT LUDLOW ASSOCIATES LLC, a Washington limited liability company, and OLYMPIC WATER AND SEWER, INC., a Washington corporation (collectively "PLA"), and JEFFERSON COUNTY, a political subdivision of the State of Washington (the "County"). This Amendment amends and modifies that certain Port Ludlow Development Agreement dated May 1, 2000, and effective May 8, 2000 (the "Agreement"), between Pope Resources, Olympic Property Group LLC, Olympic Resorts LLC, Olympic Water and Sewer, Inc., and Olympic Real Estate Development LLC (collectively "Pope") and the County, which was recorded in the real property records of Jefferson County, Washington, under Auditor's File No. 435974.

RECITALS

- A. The Agreement is a development agreement under RCW 36.70B.170 and UDC 18.40.850. Pope and the County made the Agreement effective May 8, 2000. PLA is the assignee and successor to Pope under the Agreement.
- B. The Agreement governs the development of real property owned by PLA and located in the approximately 1,200-acre Port Ludlow MPR, which is a master planned resort designated by Jefferson County in 1998 under the authority of RCW 36.70A.362.
- C. The parties agreed in the Agreement, among other things, that "The review and approval of proposed development applications proposed by Pope for Pope Property shall be pursuant to the Port Ludlow MPR Zoning Ordinance (Appendix A) and the County's Land Use Application Procedures Ordinance, Ordinance 04-0828-98, which is attached in Appendix E." Agreement Section 3.12.1.
- D. The County's Land Use Application Procedures Ordinance, Ordinance 04-0828-98 ("LUAPO"), provides that the Appellate Examiner shall decide appeals of Hearing Examiner (Type B) decisions.
- E. On July 10, 2006, the County adopted Ordinance No. 08-0710-06, in which the County eliminated the Appellate Examiner position, eliminated the administrative process by which Hearing Examiner decisions may be appealed to the Appellate Examiner, and made other amendments to the Jefferson County Uniform Development Code. However, because the Agreement provides that LUPAO governs the review and approval of development applications proposed by PLA within the PLA Property, Ordinance No. 08-0710-06 generally does not apply to development applications proposed by PLA.
- F. PLA and the County desire to modify the procedures for the review and approval of development applications proposed by PLA for its real property within the Port Ludlow MPR

by eliminating the Appellate Examiner position and the administrative process by which Hearing Examiner decisions may be appealed to the Appellate Examiner, in order to promote administrative economy, to reduce County costs in completing administrative land use decision-making processes, to reduce the time required to complete administrative land use decision-making processes, and to make such procedures consistent with the procedures for the review and approval of development applications proposed by other applicants in Jefferson County.

G. This Amendment was the subject of a fifteen (15) day comment period, which ran from May 14, 2008, to May 23, 2008. As required by RCW 36.70B.200, a public hearing was held before the Jefferson County Board of County Commissioners on May 27, 2008. The Board of County Commissioners reviewed and took official action adopting this Amendment on July 7, 2008.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements of the parties, it is agreed by and between the parties that the Agreement shall be amended and modified as follows:

AGREEMENT

1. **Defined Terms.** The following terms used in this Amendment shall have the following meanings: "PLA Property" means the real property legally described on Exhibit A attached hereto, which comprises those portions of the Pope Property that are owned of record by PLA and located within the Port Ludlow MPR as of the effective date of this Amendment. All references in the Agreement to "Pope Property" shall mean "PLA Property."

2. **Elimination of Appellate Examiner Position and Process.** The procedures for the review and approval of development applications proposed by PLA for the PLA Property shall be amended and modified as follows:

a. A Hearing Examiner (Type B) decision shall be final unless an appeal is timely commenced either in Superior Court under the Land Use Petition Act, RCW Chapter 36.70C ("LUPA"), as to Hearing Examiner land use decisions that are subject to review by Superior Courts under LUPA, or in a quasi-judicial body created by another state law, such as the Shorelines Hearings Board, the Environmental and Land Use Hearings Board, or the Growth Management Hearings Board, as to Hearing Examiner land use decisions that are subject to review by such bodies under such state laws.

b. No Appellate Examiner shall have jurisdiction over any development application proposed by PLA for the PLA Property. No Appellate Examiner shall hear or decide appeals of Hearing Examiner decisions on development application proposed by PLA for the PLA Property.

c. The procedural amendments and modifications described in this Section 2 shall apply to all development applications proposed by PLA for the PLA Property as to which a Hearing Examiner decision has not been issued as of the effective date of this Amendment.



3. **PLA as Assignee and Successor.** PLA is the assignee of and successor to Pope under the Agreement and as such is subject to all of the benefits and burdens of Pope under the Agreement.

4. **Notices.** All communications, notices and demands of any kind that a party under this Agreement requires or desires to give to any other party shall be in writing deposited in the U.S. mail, certified mail postage prepaid, return receipt requested, and addressed as follows:

To the County: Al Scalf
Jefferson County Department of Community Development
621 Sheridan Street
Port Townsend, WA 98368

cc: Board of County Commissioners
P.O. Box 1220
Port Townsend, WA 98368

And cc: Jefferson County Prosecuting Attorney
P.O. Box 1220
Port Townsend, WA 98368

To PLA: Diana Smeland
Port Ludlow Associates LLC
44 Breaker Lane
Port Ludlow, WA 98365

cc: Randall J. Verrue
HCV Pacific Partners
222 Kearny Street, Suite 550
San Francisco, CA 94108

And cc: Marco de Sa e Silva
Davis Wright Tremaine LLP
1201 Third Avenue, Floor 22
Seattle, WA 98101

5. **Effect of Amendment.** This Amendment amends and modifies the Agreement and shall be effective as of the date of mutual execution and delivery hereof. In the event of any conflict between the Agreement and this Amendment, this Amendment shall control. Capitalized terms not otherwise defined herein shall have the meanings given them under the Agreement. Except as contained within the Agreement and this Amendment, there are no other agreements or understandings between PLA and the County relating to the subject matter of the Agreement and this Amendment. The Agreement is hereby confirmed and ratified.



538648

Page 5 of 21
11/13/2008 10:36A
AMEND #2 00

Jefferson County Aud. PORT LUDLOW ASSOCIATES

JEFFERSON COUNTY
Jefferson County Board of County
Commissioners

By [Signature]

By [Signature]

By [Signature]

APPROVED AS TO FORM:

[Signature]
Prosecuting Attorney

[Signature]
Al Scalf
Director of Community Development

PORT LUDLOW ASSOCIATES LLC, a
Washington limited liability company

[Signature]
By [Signature]
Its President

OLYMPIC WATER AND SEWER, INC.

[Signature]
By [Signature]
Its President

EXHIBITS:

A - Legal Description of PLA Property



538648

Page: 6 of 21
11/13/2008 10:36A
AMFNH A2 08

Jefferson County Aud PORT LUDLOW ASSOCIAT

STATE OF WASHINGTON)
) ss.
COUNTY OF JEFFERSON)

On this 8th day of SEPTEMBER, 2008, before me, a Notary Public in and for the State of Washington, personally appeared DIANA SMELAND, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he or she was authorized to execute the instrument, and acknowledged it as the PRESIDENT Port Ludlow Associates LLC, to be the free and voluntary act and deed of said limited liability company for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



NOTARY PUBLIC in and for the State of Washington,
residing at JEFFERSON COUNTY
My appointment expires 3-14-09
Print Name Lisa Yobbagy-Keller

STATE OF WASHINGTON)
) ss.
COUNTY OF JEFFERSON)

On this 8th day of SEPTEMBER, 2008, before me, a Notary Public in and for the State of Washington, personally appeared LARRY SMITH, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he or she was authorized to execute the instrument, and acknowledged it as the PRESIDENT of Olympic Water and Sewer, Inc., to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



NOTARY PUBLIC in and for the State of Washington,
residing at JEFFERSON COUNTY
My appointment expires 3-14-09
Print Name Lisa Yobbagy-Keller



538648

Page: 7 of 21
11/13/2008 10:38A
Jefferson County Aud PORT LUDLOW ASSOCIAT ASEND 82 00

STATE OF WASHINGTON)
) ss.
COUNTY OF JEFFERSON)

On this 15th day of September, 2008, before me, a Notary Public in and for the State of Washington, personally appeared Phil Johnson, David Sullivan, and John Austin, personally known to me (or ~~proved to me on the basis of satisfactory evidence~~) to be the persons who executed this instrument, on oath stated that they were authorized to execute the instrument, and acknowledged it as the three members of the Jefferson County Board of County Commissioners to be the free and voluntary act and deed of said Board, acting in their official capacity representing Jefferson County, Washington, for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Lorna L. Delaney
NOTARY PUBLIC in and for the State of Washington,
residing at Port Townsend
My appointment expires 8/30/11
Print Name LORNA L. DELANEY

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel A (990 400 445)

Lot 48, Area 4, Port Ludlow No. 1, as per plat recorded in Volume 5 of Plats, on pages 26 to 32, inclusive, records of Jefferson County, Washington.

Parcel B (990 400 464)

Lot 68, Area 4, Port Ludlow No. 1, as per plat recorded in Volume 5 of Plats, on pages 26 to 32, inclusive, records of Jefferson County, Washington.

Parcel C (990 400 467)

Lot 71, Area 4, Port Ludlow No. 1, as per plat recorded in Volume 5 of Plats, on pages 26 to 32, inclusive, records of Jefferson County, Washington.

Parcel D (990 404 101)

Lot 105, Area 4, Port Ludlow No. 1, as per plat recorded in Volume 5 of Plats, on pages 26 to 32, inclusive, records of Jefferson County, Washington.

Parcel E (990 404 106)

Lot 45, Area 4, Port Ludlow No. 1, as per plat recorded in Volume 5 of Plats, on pages 26 to 32, inclusive, records of Jefferson County, Washington.

Parcel F (990 600 316)

Lot 16, Area 3, Port Ludlow No. 2, as per plat recorded in Volume 5 of Plats, on pages 41 to 48, inclusive, records of Jefferson County, Washington.

Parcel G (995 600 008)

Lot 8, Plat of South Bay No. 2, Volume 6 of Plats, pages 4-6, Auditor's File No. 227195, records of Jefferson County, Washington.

Parcel H (998 700 074)

Lot 74, Teal Lake Village, as per plat recorded in Volume 6 of Plats, pages 186 through 197, which is an amendment to Volume 6 of Plats, pages 158 through 169, records of Jefferson County, Washington.



538648

Page: 9 of 21
11/13/2008 10:36A
AMEND 82 00

Jefferson County Aud. PORT LUDLOW ASSOCIAT

Parcel I / Heron Beach Inn (968 600 001)

Parcel "I" as shown on the face of Ludlow Bay Village, as per plat recorded in Volume 6 of Plats, pages 228 thru 233, records of Jefferson County, Washington.

Together with a perpetual non-exclusive easement over and across Tract "A" as shown on the final plat for access, egress, egress along the private roadway located therein.

Parcel J / Marina (968 600 002)

Parcels M1, M2, M3 and M4 as shown on the face of Ludlow Bay Village, as per plat recorded in Volume 6 of Plats, pages 228 thru 233, records of Jefferson County, Washington.

Together with a perpetual non-exclusive easement over and across Tract "A" as shown on the final plat for access, egress, egress along the private roadway located therein.

Parcel K / Harbormaster Restaurant (968 600 006, 968 600 007 and 968 600 008)

Parcels R1, R2 and R3 as shown on the face of Ludlow Bay Village, as per plat recorded in Volume 6 of Plats, pages 228 thru 233, records of Jefferson County, Washington.

Together with a perpetual non-exclusive easement over and across Tract "A" as shown on the final plat for access, egress, egress along the private roadway located therein.

Parcel L (968 600 009 thru 012; 968 600 032 thru 038; 968 600 046 thru 066; 968 600 072 and 073)

Parcels SF1 through SF4, inclusive, Parcels TH19 through TH25, inclusive, TH33 through TH53, inclusive, TH16A, TH28A, TH44A, TH45A and TH52A, as shown on the face of Ludlow Bay Village, as per plat recorded in Volume 6 of Plats, pages 228 through 233, records of Jefferson County, Washington.

Together with a perpetual non-exclusive easement over and across Tract "A" as shown on the final plat for access, egress, egress along the private roadway located therein.

Parcel M / Pintail House (968 600 013)

Parcel SF5 as shown on the face of Ludlow Bay Village, as per plat recorded in Volume 6 of Plats, pages 228 through 233, records of Jefferson County, Washington.

Together with a perpetual non-exclusive easement over and across Tract "A" as shown on the final plat for access, egress, egress along the private roadway located therein.



Parcel N (968 800 008, 968 800 009, 968 600 010 and 968 600 011)

Lots 8, 9, 10 and 11 Ludlow Cove, Division 1, Phase 2, as per plat recorded in Volume 8 of Plats, pages 23 through 27, records of Jefferson County, Washington.

Each lot together with an undivided 1/10th interest in Tracts F, G and H and an undivided 1/10th interest in Ebb Tide Court; excepting therefrom that portion of said Tract F deeded to Jefferson County by deed recorded April 19, 2006 under Auditor's File No. 510348, records of Jefferson County, Washington, for Paradise Bay Road improvement.

Parcel O (968 800 100)

Open Space Tracts A, B, and C of Ludlow Cove Division 1, Phase 1, as per plat recorded in Volume 8 of Plats, pages 1 through 6, under Recording No. 479189, records of Jefferson County, Washington.

Parcel P (968 800 101 and 968 800 102)

Tracts D and E of Ludlow Cove Division 1, Phase 1, as per plat recorded in Volume 8 of Plats, pages 1 through 6, under Recording No. 479189, records of Jefferson County, Washington.

Parcel Q (978 800 016)

Lot 16, Olympic Terrace Division 1, as per plat recorded in Volume 7 of Plats, pages 176 through 180, records of Jefferson County, Washington.

Parcel R (978 802 001 thru 978 802 041 and 978 802 500)

Lots 1 through 41 inclusive and Tract A of the Plat of Olympic Terrace Division 2, Phase 1, recorded in Volume 8 of Plats, pages 64 through 75, records of Jefferson County, Washington.

Parcel S (978 802 501 thru 978 802 504)

Tracts B, C, D and E of the Plat of Olympic Terrace Division 2, Phase 1, recorded in Volume 8 of Plats, pages 64 through 75, records of Jefferson County, Washington.

Parcel T (821 083 006)

The Southeast ¼ of the Southwest ¼ of Section 8, Township 28 North, Range 1 East, W.M., Jefferson County, Washington.
Except the plat of Port Ludlow No. 6, as recorded in Volume 9 of Surveys, page 49, records of Jefferson County, Washington.



538648

Page: 11 of 21
11/13/2008 10:36A
DPMFD 82 WA

Jefferson County and Port Ludlow Association

Parcel U (821 093 001)

That portion of Government Lot 4, Section 9; and that portion of Government Lot 1, Section 16, all in Township 28 North, Range 1 East, W.M., Jefferson County, Washington, described as follows:

Beginning at the South ¼ corner of Section 9, Township 28 North, Range 1 East, W.M., from whence the Southwest corner of said Section 9 bears North 88°35'24" West; thence South 17°26'02" west, 72.07 feet; thence North 72°33'27" West, 133.55 feet to a concrete monument known as "Monument A" for purposes of this description and the true point of beginning; thence South 17°26'33" West, 30.00 feet; thence North 72°33'27" West, 311.36 feet to a point of curve; thence along a curve to the left having a radius of 785.44 feet and a central angle of 10°18'18", an arc distance of 141.27 feet; thence North 82°55'41" West, 16.07 feet to a point of curve; thence along a curve to the left, having a radius of 35.00 feet and a central angle of 43°57'56", an arc distance of 26.86 feet to the Easterly margin of Oak Bay Road; thence North 70°21'53" West along said road margin, a distance of 6.34 feet; thence continuing along said road margin on a curve to the left, the center of which bears North 70°21'53" West, having a radius of 488.37 feet and a central angle of 12°35'13", an arc distance of 107.29 feet; thence continuing along said road margin North 07°02'54" East, 179.73 feet; thence continuing along said road margin, along a curve to the left having a radius of 2,894.79 feet and a central angle of 06°19'43", an arc distance of 319.74 feet; thence continuing along said road margin North 00°43'11" East, 281.84 feet to a point of curve; thence continuing Northerly along said road margin, along a curve to the left, having a radius of 2,053.22 feet and central angle of 05°46'06", an arc distance of 206.71 feet to the Southerly margin of the plat of Port Ludlow No. 1, Area 2, per Volume 5 of Plats, page 26, Jefferson County records; thence along said Southerly margin the following courses:

North 89°39'46" East 188.51 feet;
 North 62°49'20" East, 58.96 feet;
 North 89°39'46" East, 177.40 feet;
 South 00°20'14" East, 25.00 feet;
 North 89°29'46" East 165.64 feet to the Southeast corner of Lot 37 of said Plat of Port Ludlow No. 1; thence leaving said Southerly margin, South 26°27'34" West, 272.79 feet; thence South 80°34'20" East, 119.75 feet; thence North 60°53'59" East, 74.11 feet to the Northwest corner of Admiralty No. 2, as per condominium recorded in Volume 1 of Condominiums, pages 31 through 39, records of Jefferson County, Washington; thence along the Westerly limits of said condominium the following courses:

South 03°57'27" West, 160.47 feet;
 South 54°35'30" West, 66.50 feet;
 South 47°22'19" West, 140.72 feet;
 South 56°22'30" West, 56.33 feet;
 South 65°22'35" West, 115.07 feet;
 South 56°29'56" West, 19.31 feet;
 South 17°01'21" West, 88.40 feet to the Northwest corner of Admiralty, as per condominium recorded in Volume 10 of Condominiums of Official Records, pages 22 through 42, records of Jefferson County, Washington; thence South 17°01'21" West along the Westerly limits of said Admiralty, 395.01 feet to the Southwest corner thereof; thence South 72°33'27" East along the Southerly limits of said Admiralty, 281.40 feet; thence South 17°26'33" West, 30.00 feet to the true point of beginning.



538648

Page: 12 of 21
11/13/2008 10:36A
AMEND 02 00

Jefferson County Aud PORT LUDLOW ASSOCIAT

Parcel V (821 162 005 and 821 171 006)

Parcel A:

Tidelands of the Second Class, as conveyed by the State of Washington by deeds recorded in Volume 40 of Deeds, page 307 and Volume 79 of Deeds, page 383, records of Jefferson County, Washington, situate in front of, adjacent to or abutting upon that portion of Section 16, Township 28 North, Range 1 East, W.M., Jefferson County, Washington, platted as Ludlow Bay Village, as recorded in Volume 6 of Plats, pages 228 through 233, records of Jefferson County, Washington; except that portion lying Easterly of a line extending due South from Tidal Bench Mark No. 7

Parcel B:

Tidelands of the Second Class, as conveyed by the State of Washington by deeds recorded in Volume 40 of Deeds, page 307 and Volume 79 of Deeds, page 383, records of Jefferson County, Washington, situate in front of, adjacent to or abutting upon Lot 1 of Ludlow Beach Tracts, as recorded in Volume 3 of Plats, page 7 and those portions of Sections 16 and 17, Township 28 North, Range 1 East, W.M., Jefferson County, Washington, lying Westerly of the Easterly boundary line of Port Ludlow Condominium No. 1 as recorded in Volume 1 of Condominiums, page 15 and Westerly of the Easterly boundary line of Ludlow Point Village, Division 4, as recorded in Volume 6 of Plats, pages 216, and as revised, records of Jefferson County, Washington. Except those tidelands situate in front of, adjacent to or abutting upon the island portions of Government Lots 3 and 7 of Section 17; also except those tidelands situate in front of Inner Harbor Village Condominiums, Phases I, II, IV, VII, VIII, IX and Tax 6 as described in Auditor's File No. 342329, volume 343, Page 351, dated July 30, 1991, records of Jefferson County, Washington.

Parcel W (821 163 003)

That portion of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 16, and the Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 21, and of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 20, and of the Southeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 17, all in Township 28 North, Range 1 East, W.M., Jefferson County, Washington, lying Southerly of Paradise Bay Road;

Except the plat of South Bay No. 3, as recorded in Volume 6 of Plats, at page 48, records of Jefferson County, Washington; except open space as shown on said plat of South Bay No. 3; except the plat of Edgewood Village as recorded in Volume 7 of Plats at page 6, records of Jefferson County, Washington; except Tract "A" as shown on that record of survey recorded in Volume 7 of Surveys at pages 170 through 174 records of Jefferson County, Washington.

Parcel X Golf Course (821 163 006, 821 163 007, 821 201 002, 821 201 003, 821 201 004, 821 204 002, 821 212 002, 821 213 002, and 821 291 003)

Parcel A:

Tracts A, B, C, D and E of Survey recorded January 3, 1986 in Volume 7 of surveys, pages 170 through 174, inclusive, under Auditor's File No. 298845, being portions of the Southwest 1/4 of the Southwest 1/4 and government Lot 4 in Section 16, and the East 1/2 in Section 20, the West 1/2 in Section 21 and the North 1/2 of the Northeast 1/4 in Section 29, all in Township 28 North, Range 1 East, W.M., Jefferson County, Washington;



538648

Page: 13 of 21
11/13/2008 10:36A
APEND 62 00

Jefferson County Aud PORT LUDLOW ASSOCIAT

Except any portion thereof lying within the plat of Edgewood Village, as recorded in Volume 7 of Plats, at pages 4 through 7, records of Jefferson County, Washington; also except any portion thereof lying within Fairway Village Condominiums, as recorded in Volume 1 of Condominiums, at page 219, records of Jefferson County, Washington; also except from said Tract B and D those portions conveyed to Ludlow Utilities Company, for Well Nos. 4, 9 and 12 by deed recorded December 3, 1985, under Auditor's File No. 298330; also except from said Tract D that portion thereof for a 175,000 gallon reservoir as recorded in Volume 211 of Deeds, at page 334, records of Jefferson County, Washington.

Parcel B:

That portion of the South 1/2 of Section 17, and Section 20, Township 28 North, Range 1 East, W.M., Jefferson County, Washington, described as follows:

Commencing at the most Southeasterly corner of Lot 19 of the Plat of Edgewood Village, as recorded in Volume 7 of Plats, at page 4, records of Jefferson County, Washington, said corner also being the Southwest corner of Lot 20 of said Edgewood Village;

Thence North 62°41'04" West, along the Southerly line of said Lot 19, a distance of 24.00 feet to an angle point on said Lot 19, also being the true point of beginning for this description; thence in a Northerly direction along the Westerly margin of said Edgewood Village the following courses:

- Thence North 16°54'01" West, 146.06 feet;
- Thence North 08°57'01" West, 148.46 feet;
- Thence North 00°45'12" West, 83.80 feet;
- Thence North 37°27'07" West, 203.41 feet;
- Thence North 58°40'37" West, 271.08 feet;
- Thence North 54°27'25" West, 170.00 feet;
- Thence North 28°10'03" West, 130.07 feet;
- Thence North 03°29'54" West, 172.66 feet;
- Thence North 62°51'48" West, 110.25 feet;
- Thence North 34°46'49" West, 43.95 feet;
- Thence North 78°05'36" West, 78.92 feet;
- Thence North 31°08'05" East, 195.03 feet;
- Thence North 52°51'19" East, 255.59 feet;
- Thence North 46°06'28" East, 128.24 feet;
- Thence North 35°54'24" West, 102.69 feet;
- Thence North 24°57'29" East, 60.14 feet;
- Thence North 69°20'44" West, 262.49 feet to the Southwest corner of "Tract A" of said plat of Edgewood Village; thence leaving the Easterly boundary of said plat, North 80°49'39" West, 522.45 feet; Thence North 82°41'38" West 696.66 feet;
- Thence North 81°52'35" West, 410.77 feet;
- Thence South 57°17'10" West, 610.50 feet;
- Thence South 68°17'21" West, 437.70 feet;
- Thence South 39°09'14" West, 232.44 feet;
- Thence South 02°49'05" East, 186.58 feet;
- Thence South 30°38'22" East, 347.97 feet;
- Thence South 57°58'04" East, 385.91 feet;
- Thence South 02°13'34" East, 314.90 feet;



538648

Page: 14 of 21
11/13/2008 10:36A
AMEND 62 00

Jefferson County Plat PORT 1100 00 ASSOCIAT

Thence South 77°34'03" West, 879.80 feet;
 Thence South 31°43'44" West, 686.04 feet;
 Thence South 40°39'05" East, 708.70 feet;
 Thence North 82°39'53" East, 502.49 feet;
 Thence South 79°15'18" East, 802.92 feet;
 Thence North 89°09'18" East, 828.68 feet;
 Thence South 70°57'24" East, 355.80 feet;
 Thence South 88°09'57" East, 477.22 feet;
 Thence North 72°39'34" East, 410.00 feet;
 Thence North 26°22'05" East, 224.80 feet;
 Thence North 41°32'57" East, 201.73 feet;
 Thence South 77°09'37" East, 109.99 feet;
 Thence North 14°11'17" East, 142.60 feet;
 Thence North 59°27'26" West, 600.00 feet;
 Thence North 49°13'51" West, 498.14 feet;
 Thence North 41°28'28" East, 439.74 feet;
 Thence South 50°48'17" East 477.34 feet;
 Thence south 62°41'04" East, 186.23 feet to the point of beginning.

Parcel Y / Sales Office (821 163 013)

That portion of the Northwest ¼ of Section 21; and the Southwest ¼ of Section 16, Township 28 North, Range 1 East, W.M., Jefferson County, Washington, lying Easterly of Tract "A" of that certain Survey recorded in Volume 7 of Surveys, page 170, and lying Southerly of Paradise Bay Road and lying Westerly of Teal Lake Road.

Parcel Z (821 164 001, 821 164 002)

That portion of Government Lots 5 and 6 and the Southeast ¼ of the Southeast ¼ of Section 16, Township 28 North, Range 1 East, W.M., Jefferson County, Washington, lying Southerly of Ludlow Bay Road;

Except Paradise Bay Road; also except any portion thereof lying within the plat of Bayview Village Division 1 as recorded in Volume 6 of Plats at page 111 records of Jefferson County, Washington; also except any portion thereof lying within the plat of Bayview Village Division 2 as recorded in Volume 6 of Plats at page 114 records of Jefferson County, Washington; also except any portion thereof lying within the plat of Bayview Village Division 3 as recorded in Volume 6 of Plats at page 130 records of Jefferson County, Washington; also except Tract "A" of Teal Lake Village as recorded in Volume 6 of Plats at page 158 records of Jefferson County, Washington.



538648

Page: 15 of 21
11/13/2008 10:36A
ARND 62 00

Jefferson County Aud PORT LUDLOW ASSOCIAT

Parcel AA (821 171 001)

That portion of Government Lot 1 and the Northwest ¼ of Section 17, Township 28 North, Range 1 East, W.M., in Jefferson County, Washington, which lies Southerly of Oak Bay Road as conveyed to Jefferson County by deeds recorded under Auditor's File Nos. 333256 and 355902, Northwesterly of Paradise Bay Road and Northeasterly of the following described line: Beginning at the North ¼ corner of said Section; thence South 0°49'20" West along the North-South center of section line 2,077.00 feet to the true point of beginning hereafter referred to as "Point A"; thence South 60°45'44" East 109.27 feet, more or less, to a point on the Northwesterly margin of Paradise Bay Road as amended by dedication recorded under Auditor's File No. 191398, being the true point of beginning; thence North 60°45'44" West to a point 223.73 feet distant from aforementioned Point A, being a point of curve; thence along a 230.00 foot radius curve to the right, having a central angle of 61°36'47" and an arc length of 247.33 feet; to a point of reverse curve; thence along a 40.00 foot radius curve to the left, having a central angle of 90°23'12" and an arc length of 63.10 feet to a point on the Southerly margin of Oak Bay Road and the terminus of this line; excepting therefrom that portion as conveyed to Jefferson County for road improvement by deed recorded November 19, 2004 under Auditor's File No. 491912, records of Jefferson County, Washington.

Parcel BB (821 171 015)

That portion of Government Lot 2 in Section 16, Township 28 North, Range 1 East, W.M., Jefferson County, Washington, lying North of the North right-of-way margin of Oak Bay Road;

Except any portion thereof lying within the plat of Port Ludlow No. 1, as recorded in Volume 5 of Plats at page 31, records of Jefferson County, Washington; also except any portion thereof lying within the plat of Port Ludlow No. 7 as recorded in Volume 7 of Plats at page 76, records of Jefferson County, Washington;

Also together with that portion of the Northeast ¼ of the Northeast ¼ of Section 17, Township 28 North, Range 1 East, W.M., Jefferson County, Washington, lying North of the North right-of-way margin of the Oak Bay Road;

Except any portion thereof lying Northerly of the Southerly line of Tract "A" of the plat of Port Ludlow No. 7 as recorded in Volume 7 of Plats at page 76, records of Jefferson County, Washington.

Parcel CC (821 172 001)

That portion of the East ½ of the Northwest ¼ of Section 17, Township 28 North, Range 1 East, W.M., Jefferson County, Washington, lying North of Oak Bay Road and Lying West of Port Ludlow No. 6 as recorded in Volume 9 of Surveys at page 40, records of Jefferson County, Washington.



538648

Page: 16 of 21
11/13/2008 10:36A
AMEND AD RA

Jefferson County Assessor PORT LUDLOW ASSOCIAT

Parcel DD (821 173 001)

Revised Parcel "C" of Boundary Line Agreement recorded under Auditor's File No. 440088 being described as follows:

That portion of Section 17, Township 28 North, Range 1 East, W.M., Jefferson County, Washington, described as follows:

Parcel "A" of that Boundary Line Adjustment recorded under Auditor's File No. 428912, records of Jefferson County, Washington; except that portion thereof lying Easterly and Southerly of the following described line:

Commencing at the South ¼ corner of said Section 17; thence along the South line thereof, North 88°12'07" West, 1,450.21 feet to a line parallel with the East line of said Southwest ¼ and the true point of beginning; thence along said parallel line North 00°49'24" East 771.12 feet; thence North 77°03'46" East, 139.89 feet to a line which lies 60.00 feet Southerly from and parallel with the Southerly margin of tract A of "Timberton Village Phase I", filed in Volume 7 of Plats, pages 16 through 23, records of Jefferson County, Washington, and a point of curvature; thence along said parallel line, the following courses:
Northeasterly 34.69 feet along the arc of a tangent curve to the left, having a radius of 410 feet through a central angle of 04°50'50" to a point of reverse curvature; Easterly 197.04 feet along the arc of a tangent curve to the right, having a radius of 350.00 feet, through a central angle of 32°15'20" to a point of tangency; South 75°31'55" East, 24.93 feet to the Southwesterly corner of Timberton Drive as dedicated on said plat of "Timberton Village Phase I" and the terminus of said line; also except Oak Bay Road.

Parcel EE (821 172 002)

Port Ludlow RV Park per Volume 1 of Binding Site Plans, pages 7, 8, 11 and 12, records of Jefferson County, Washington, being more particularly described as amended in Boundary Line Adjustment recorded March 18, 2005 under Auditor's File No. 495996, as follows:

That portion of Government Lot 1 and the Northwest ¼ of Section 17, Township 28 North, Range 1 East, W.M., in Jefferson County, Washington, described as follows:

Beginning at the North ¼ corner of said section; thence south 0°49'20" West along the North-South center of section line 2,077.00 feet to the true point of beginning; thence North 60°45'44" West 66.25 feet; thence South 34°01'37" West 42.74 feet; thence South 54°34'59" West 17.09 feet; thence South 34°01'37" West 146.41 feet; thence South 60°45'44" East 170.30 feet, more or less, to a point on the Northwesterly margin of Paradise Bay Road as amended by dedication recorded under Auditor's File No. 191398, records of said county; thence Northeasterly along said Northwesterly margin to a point which bears South 60°45'44" East of the true point of beginning; thence North 60°45'44" West 109.27 feet, more or less, to the true point of beginning.



538648

Page 17 of 21
11/13/2008 10:36A
AMEND 62 00

Jefferson County Aud PORT LUDLOW ASSOCIAT

Parcel FF (821 174 002)

The island portions of Section 17, Township 28 North, Range 1 East, W.M., Jefferson County, Washington, more particularly described as follows:

All of Government Lot 7 and that portion of Government Lot 3 lying Easterly of and adjacent to that property described as Community Center parcel conveyed to the South Bay Community Association by deed recorded July 30, 1991 under Auditor's File No. 342329, records of Jefferson County, Washington.

Together with second class tidelands as conveyed by the State of Washington, situate in front of, adjacent to, or abutting thereon.

Parcel GG (821 174 003)

Revised Parcel "A" of Boundary Line Adjustment recorded under Auditor's File No. 440088, records of Jefferson County, Washington, being described as follows:

Those Portions of Sections 17 and 20, Township 28 North, Range 1 East, W.M., Jefferson County, Washington, described as follows:

Parcel "D" of that Boundary Line Adjustment recorded under Auditor's File No. 379885, records of Jefferson County, Washington;

Together with that portion of Parcel "A" of Boundary Line adjustment recorded under Auditor's File No. 428912, records of Jefferson County, Washington, lying Southeasterly of the following described line:

Commencing at the South ¼ corner of Section 17, Township 28 North, Range 1 East, W.M., Jefferson County, Washington; thence along the South line of the Southwest ¼ of Section 17, North 88°12'07" West, 637.48 feet to the true point of beginning; thence North 57°17'10" East 466.67 feet to the Southeasterly margin of Timberton Drive and the terminus of said line; Together with Parcel "D" of that Boundary Line Adjustment recorded under Auditor's File No. 428912, records of Jefferson County, Washington.

Parcel HH (821 204 001)

Resultant Parcel "D" of Boundary Line Agreement recorded March 18, 2005 under Auditor's File No. 495995, records of Jefferson County, Washington, described as follows:

Resultant Parcel "F" of that Boundary Line Adjustment recorded under Recording No. 428912, records of Jefferson County, Washington, lying within Section 20, Township 28 North, Range 1 East, W.M., Jefferson County, Washington;

Except Parcel "G" as depicted on that record of Survey recorded in Volume 7 of Surveys, pages 170-174, records of Jefferson County, Washington, more particularly described as follows:

Beginning at "Description Point D" as described in said record of survey, said point also being a point of curvature; thence Southerly, 61.69 feet along the arc of said curve to the right, having a radius of 70.00 feet, the radius point of which bears South 45°38'01" West, through a central angle of 50°29'51" to a point of reverse curvature; thence Southeasterly, 154.50 feet along the arc of said curve to the left, having a radius of 130.00 feet, through a central angle of 68°05'40";



538648

Page 18 of 21
11/13/2008 10:36A
AMEND 62 08

Jefferson County Auditor PORT LUDLOW ASSOCIATES

thence South 61°57'48" East, 117.79 feet; thence South 25°01'27" East, 156.34 feet; thence South 38°35'52" East, 236.26 feet; thence South 06°01'36" East, 125.99 feet; thence South 29°16'10" East, 233.33 feet; thence South 06°32'32" West 162.47 feet; thence South 40°57'15" West, 158.36 feet; thence North 58°22'32" West, 99.51 feet; thence South 30°11'16" West, 17.00 feet; thence South 16°43'17" East, 345.12 feet; thence South 15°02'59" West, 278.36 feet; thence South 87°12'20" East, 115.10 feet; thence North 55°53'44" East, 135.44 feet; thence North 43°30'13" East 224.80 feet; thence North 20°31'46" West, 116.99 feet; thence North 12°09'48" East, 198.31 feet; thence South 77°50'12" East, 253.35 feet; thence North 12°27'12" West, 66.00 feet; thence North 77°50'12" West, 225.86 feet; thence North 12°09'48" East, 59.91 feet; thence North 61°36'31" East, 205.84 feet; thence North 57°58'08" East 461.51 feet; thence North 17°32'16" East, 437.40 feet; thence North 14°09'20" West, 128.74 feet; thence North 35°48'49" East, 141.68 feet; thence North 14°09'38" West, 186.68 feet; thence North 28°22'52" West, 438.66 feet; thence North 36°39'19" West, 272.92 feet; thence South 38°18'38" West, 219.40 feet; thence South 32°35'16" West, 182.72 feet; thence South 04°14'27" West, 79.31 feet; thence South 32°23'52" West 383.27 feet; thence South 78°18'28" West, 292.45 feet; thence South 63°11'27" West, 114.50 feet; thence North 61°57'48" West, 124.58 feet to the beginning of a tangent curve; thence Northwesterly, 83.19 feet along the arc of said curve to the right, having a radius of 70.00 feet, through a central angle of 68°05'40" to a point of reverse curvature; thence Northwesterly 100.83 feet along the arc of said curve to the left, having a radius of 130.00 feet, through a central angle of 44°26'26"; thence South 58°39'49" West 60.84 feet to the point of beginning.

Parcel II (821 211 003)

Resultant Parcel "A" of Boundary Line Agreement recorded March 18, 2005 under Auditor's File No. 495995, records of Jefferson County, Washington, described as follows:

That portion of the East ¼ of Section 21, Township 28 North, Range 1 East, W.M., Jefferson County, Washington, lying Northerly of Watson Road and Southerly of Paradise Bay Road; EXCEPT any portion lying Southwesterly of Teal Lake Road; EXCEPT the plat of Woodridge Village Division 1, per Volume 7 of Plats, pages 47 through 50 inclusive; EXCEPT the amended plat of Teal Lake Village, per Volume 6 of Plats, pages 186 through 197 inclusive, both records of Jefferson County, Washington;

Said parcel also being described as that portion of resultant Parcel A of that Boundary Line Adjustment recorded under Recording No. 450374, records of Jefferson County, Washington; EXCEPT that portion lying Southwesterly of Teal Lake Road.



538648

Page: 19 of 21
11/13/2008 10:36A
AREND 62 08

Jefferson County Aud PORT LUDLOW ASSOCIAT

Parcel JJ (821 213 003)

Resultant Parcel "C" of Boundary Line Agreement recorded March 18, 2005 under Auditor's File No. 495995, records of Jefferson County, Washington, described as follows:

Parcel G as depicted on that record of Survey recorded in Volume 7 of Surveys, pages 170-174, records of Jefferson County, Washington, lying within the Southeast ¼ of Section 20 and within the West ¼ of Section 21, Township 28 North, Range 1 East, W.M., Jefferson County, Washington, more particularly described as follows:

Beginning at "Description Point D" as described in said record of survey, said point also being a point of curvature; thence Southerly, 61.69 feet along the arc of said curve to the right, having a radius of 70.00 feet, the radius point of which bears South 45°38'01" West, through a central angle of 50°29'51" to a point of reverse curvature; thence Southeasterly, 154.50 feet along the arc of said curve to the left, having a radius of 130.00 feet, through a central angle of 68°05'40"; thence South 61°57'48" East, 117.79 feet; thence South 25°01'27" East, 156.34 feet; thence South 38°35'52" East, 236.26 feet; thence South 06°01'36" East, 125.99 feet; thence South 29°16'10" East, 233.33 feet; thence South 06°32'32" West 162.47 feet; thence South 40°57'15" West, 158.36 feet; thence North 58°22'32" West, 99.51 feet; thence South 30°11'16" West, 17.00 feet; thence South 16°43'17" East, 345.12 feet; thence South 15°02'59" West, 278.36 feet; thence South 87°12'20" East, 115.10 feet; thence North 55°53'44" East, 135.44 feet; thence North 43°30'13" East 224.80 feet; thence North 20°31'46" West, 116.99 feet; thence North 12°09'48" East, 198.31 feet; thence South 77°50'12" East, 253.35 feet; thence North 12°27'12" West, 66.00 feet; thence North 77°50'12" West, 225.86 feet; thence North 12°09'48" East, 59.91 feet; thence North 61°36'31" East, 205.84 feet; thence North 57°58'08" East 461.51 feet; thence North 17°32'16" East, 437.40 feet; thence North 14°09'20" West, 128.74 feet; thence North 35°48'49" East, 141.68 feet; thence North 14°09'38" West, 186.68 feet; thence North 28°22'52" West, 438.66 feet; thence North 36°39'19" West, 272.92 feet; thence South 38°18'38" West, 219.40 feet; thence South 32°35'16" West, 182.72 feet; thence South 04°14'27" West, 79.31 feet; thence South 32°23'52" West 383.27 feet; thence South 78°18'28" West, 292.45 feet; thence South 63°11'27" West, 114.50 feet; thence North 61°57'48" West, 124.58 feet to the beginning of a tangent curve; thence Northwesterly, 83.19 feet along the arc of said curve to the right, having a radius of 70.00 feet, through a central angle of 68°05'40" to a point of reverse curvature; thence Northwesterly 100.83 feet along the arc of said curve to the left, having a radius of 130.00 feet, through a central angle of 44°26'26"; thence South 58°39'49" West 60.84 feet to the point of beginning.

EXCEPT that portion lying within the Northwest ¼ of Section 21, Township 28 North, Range 1 East, W.M., Jefferson County, Washington.



Parcel KK (821 291 001)

The East $\frac{1}{4}$ of the North $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 29, Township 28 North, Range 1 East, W.M., Jefferson County, Washington.

Except any portion thereof lying within the Port Ludlow Golf Course as shown on Survey recorded in Volume 7 of Surveys at pages 170-174, records of Jefferson County, Washington.

Also except any portion thereof lying within the 100 foot radius well site as described in Exhibit "C" per document recorded in Volume 211 of Deeds at page 342; and except any portion thereof described as Well No. 12, as recorded in Volume 211 of Deeds at page 333, both records of Jefferson County, Washington.

All situate in the County of Jefferson, State of Washington.

Olympic Water & Sewer parcels

Parcel A (821 084 004) / Office/Well 2

That portion of the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 8, Township 28 North, Range 1 East, W.M., Jefferson County, Washington, lying between the plats of Port Ludlow No. 3, as recorded in Volume 5 of Plats at pages 95 through 97, and the plat of Port Ludlow No. 4, as recorded in Volume 6 of Plats at pages 54 through 56, records of Jefferson County, Washington.

EXCEPT any portion thereof lying Northerly of the Southerly right-of-way margin of Walker Way as shown on the face of said plats.

Parcel B (821 093 003) / Sewage Treatment Plat

That portion of Section 9, Township 28 North, Range 1 East, W.M., Jefferson County, Washington, described as follows:

Commencing at the point of intersection of the centerlines of Pope Way and Condon Lane in the plat of Port Ludlow No. 1, Area 2 per Volume 5 of Plats at page 27, records of Jefferson County; thence along the centerline of Condon Lane South $05^{\circ}54'07''$ West 329.20 feet to a point of curvature; thence Southerly on a 1,000.00 foot radius curve to the left having a central angle of $11^{\circ}08'10''$ for an arc distance of 194.36 feet to a point of tangency; thence South $05^{\circ}14'03''$ East 70.17 feet to an existing cased monument at center point of the cul-de-sac at the south end of said Condon Lane; thence South $13^{\circ}51'52''$ West 45.00 feet to the Northeast corner of Lot 37 of the above said plat and the true point of beginning; thence along the east line of said Lot 37 South $13^{\circ}51'52''$ West 130.03 feet to the Southeast corner of said Lot 37; thence leaving said plat South $26^{\circ}27'34''$ West a distance of 272.79 feet; thence South $80^{\circ}34'20''$ East a distance of 119.75 feet; thence North $60^{\circ}53'39''$ East a distance of 74.11 feet to the Northwest corner of "Admiralty No. 2" as per survey recorded in Volume 1 of Condominiums at pages 38 and 39, records of Jefferson County, Washington; thence Easterly along the North line of said "Admiralty No. 2" along a 110.00 foot radius curve to the left the center of which bears North $18^{\circ}44'16''$ East, having a central angle of $27^{\circ}30'00''$, for an arc distance of 52.80 feet to a point of tangency; thence continuing along the North line of said "Admiralty No. 2" and the Easterly extension thereof North $81^{\circ}14'16''$ East 140 feet, more or less, to the line of ordinary high tide of Port Ludlow; thence Northerly along the line of said ordinary high tide a distance of 265 feet, more or less to



538648

Page: 21 of 21
11/13/2008 10:36A
AMEND A2 00

Jefferson County Bid PORT LUDLOW ASSOCIAT

appoint on the South line of the Easterly extension of Lot 36 of the above said plat of Port Ludlow No. 1, Area 2; thence along last said line South $89^{\circ}38'09''$ West to the Southwest corner of said Lot 36; thence along the Westerly line of said Lot 36 North $25^{\circ}02'27''$ West 116.95 feet to the Northwest corner of said Lot 36; thence Westerly along the Southerly margin of said Condon Lane on a 45.00 foot radius curve to the right, the center of which bears North $43^{\circ}25'53''$ West having a central angle of $57^{\circ}17'45''$, along an arc distance of 45.00 feet to the true point of beginning.

TOGETHER WITH tidelands of the second class situated in front of, adjacent to or abutting thereon.

All situate in the County of Jefferson, State of Washington.

576053 PGS:18 AMEND
08/14/2013 04:28 PM \$89.00 PORT LUDLOW ASSOCIATES LLC Auditor
Jefferson County WA Auditor's Office - Donna Eldridge

WHEN RECORDED, RETURN TO:

Marco de Sa e Silva
Davis Wright Tremaine LLP
1201 Fourth Avenue, Suite 2200
Seattle, Washington 98101

**AMENDMENT NO. 2
TO
PORT LUDLOW DEVELOPMENT AGREEMENT**

Grantor: JEFFERSON COUNTY, a political subdivision of the State of Washington

Grantee: PORT LUDLOW ASSOCIATES LLC, a Washington limited liability company
OLYMPIC WATER AND SEWER, INC., a Washington corporation

Abbreviated Legal Description:

Portions of Sections 8, 9, 16, 17, 20, 21 and 29, Township 28 North, Range 1 East; Lts 48, 68, 71, 105 and 45 Area 4, Pt Ludlow No. 1; Lt 16 Area 3 Pt Ludlow No. 2; Lot 8 South Bay #2; Lt 74 Teal Lake Village; Parcels 1-11 Ludlow Bay Village; Lts 8-11 Ludlow Cove Div 1, Phase 2; TTs A-E Ludlow Cove Div 1, Ph 1; Lt 16 Olympic Terrace #1; Lts 1-41 and TTs A-E Olympic Terrace Div 2, Ph 1; and tidelands fronting Ludlow Bay Village and Lt 1 Ludlow Beach TTs

Complete legal description is on page _____ (Exhibit A) of document.

Assessor's Property Tax Parcel Account Numbers:

See Attachment No. 1 hereto.

Reference to Related Document:

A.F. No. 435974 (Development Agreement)
A.F. No. 536369 (Corrected Amendment No. 1)

**AMENDMENT NO. 2
TO
PORT LUDLOW DEVELOPMENT AGREEMENT**

THIS AMENDMENT NO. 2 TO PORT LUDLOW DEVELOPMENT AGREEMENT (this "Amendment") is made this 13th day of May, 2013, by PORT LUDLOW ASSOCIATES LLC, a Washington limited liability company, and OLYMPIC WATER AND SEWER, INC., a Washington corporation (collectively "PLA"), and JEFFERSON COUNTY, a political subdivision of the State of Washington (the "County"). This Amendment amends and modifies that certain Port Ludlow Development Agreement dated May 1, 2000, between Pope Resources, Olympic Property Group LLC, Olympic Resorts LLC, Olympic Water and Sewer, Inc., and Olympic Real Estate Development LLC (collectively "Pope") and the County, which was recorded in the real property records of Jefferson County, Washington, under Auditor's File No. 435974, as amended by Corrected Amendment No. 1 to Development Agreement dated and effective July 7, 2008, which was recorded in the real property records of Jefferson County, Washington, under Auditor's File No. 536369 (as amended, the "Agreement").

RECITALS

A. The Agreement is a development agreement under RCW 36.70B.170 and Jefferson County Code (JCC) 18.40.850. Pope and the County made the Agreement effective May 8, 2000. PLA is the assignee and successor to Pope under the Agreement.

B. The Agreement governs the development of real property owned by PLA and located in the approximately 1,200-acre Port Ludlow Master Planned Resort (MPR), which is a master planned resort designated by Jefferson County in 1998 under the authority of RCW 36.70A.362.

C. Adverse economic conditions in Jefferson County and throughout the rest of the nation and the world since 2008 have significantly reduced the demand for real estate, delaying the period of time between the commencement and completion of real estate development projects. These impacts are especially severe in resort communities like the Port Ludlow MPR. The Washington State Legislature recognized this impact in 2010, when it amended RCW 58.17.140 to extend the generally applicable preliminary plat vesting period from five (5) to seven (7) years. As amended, RCW 58.17.140 currently provides in part as follows: "A final plat meeting all requirements of this chapter shall be submitted to the legislative body of the city, town, or county for approval within seven years of the date of preliminary plat approval. Nothing contained in this section shall act to prevent any city, town, or county from adopting by ordinance procedures which would allow extensions of time that may or may not contain additional or altered conditions and requirements."

D. PLA and the County desire to extend the vesting period for preliminary plat approvals relating to the PLA Property, as authorized by RCW 36.70B.170(3)(i) (development standards set forth in development agreements include "[a] build-out or vesting period for applicable standards").

E. The Agreement expires May 8, 2020, twenty (20) years after its effective date. The build-out of the PLA Property currently is expected to occur over the next six (6) to twelve (12) years. PLA and the County desire to extend the term of the Agreement, as contemplated by Section 3.11 of the Agreement ("the parties acknowledge that modifications to the proposed development will occur during the build-out period in order to achieve a variety of purposes," including responding to changing market needs), and as authorized by RCW 36.70B.170(3)(i).

F. This Amendment was the subject of a fifteen (15) day comment period, which ran from March 10, 2013, to March 18, 2013. As required by RCW 36.70B.200, a public hearing was held before the Jefferson County Board of County Commissioners on April 1, 2013. The Board of County Commissioners reviewed and took official action adopting this Amendment by ordinance/resolution # 2 on May 13, 2013.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements of the parties, it is agreed by and between the parties that the Agreement shall be amended and modified as follows:

AGREEMENT

1. **Defined Terms.** The following terms used in this Amendment shall have the following meanings: "PLA Property" means the real property legally described on Exhibit A attached hereto, which comprises those portions of the Pope Property that are owned of record by PLA and located within the Port Ludlow MPR as of the effective date of this Amendment. All references in the Agreement to "Pope Property" shall mean "PLA Property."

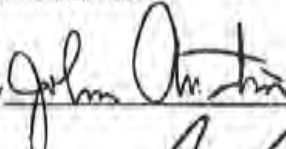
2. **Preliminary Plat Vesting Period.** Each preliminary plat approval relating to any portion of the PLA Property, including without limitation the Preliminary Plat of Olympic Terrace Division II, Jefferson County File No. SUB05-00003, and the Preliminary Plat of Ludlow Cove Division II, Jefferson County File No. SUB07-00038, shall expire ten (10) years after the date of approval, subject to potential extensions as provided in the applicable subdivision regulations. A final plat meeting all requirements of the applicable development standards shall be submitted to the Board of County Commissioners for approval within ten (10) years after the date of preliminary plat approval unless such period is extended as provided in the applicable subdivision regulations. This period of time shall apply even if it expires after the term of the Agreement.

3. **Term of Agreement.** The term of the Agreement shall be extended five (5) years and shall expire May 8, 2025.

4. **Effect of Amendment.** This Amendment amends and modifies the Agreement and shall be effective as of the date of mutual execution and delivery hereof. In the event of any conflict between the Agreement and this Amendment, this Amendment shall control. Capitalized terms not otherwise defined herein shall have the meanings given them under the Agreement. Except as contained within the Agreement and this Amendment, there are no other agreements or understandings between PLA and the County relating to the subject matter of the Agreement and this Amendment. The Agreement is hereby confirmed and ratified.

IN WITNESS WHEREOF, the parties hereto have mutually have executed and delivered this Amendment.

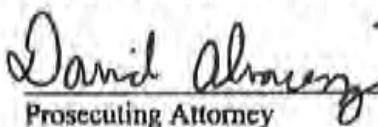
JEFFERSON COUNTY
Jefferson County Board of County
Commissioners

By 

By 

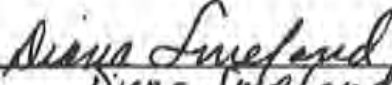
By 

APPROVED AS TO FORM:

 4/24/13
Prosecuting Attorney


Director
Department of Community Development

PORT LUDLOW ASSOCIATES LLC, a
Washington limited liability company


By Diana Sneland
Its President

OLYMPIC WATER AND SEWER, INC.


By Larry Smith
Its President

EXHIBITS:

A - Legal Description of PLA Property

STATE OF WASHINGTON)
) ss.
COUNTY OF JEFFERSON)

On this 13th day of May, 2013, before me, a Notary Public in and for the State of Washington, personally appeared Diana Snieland, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he or she was authorized to execute the instrument, and acknowledged it as the President Port Ludlow Associates LLC, to be the free and voluntary act and deed of said limited liability company for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Erin K. Lundgren
NOTARY PUBLIC in and for the State of Washington,
residing at Port Townsend
My appointment expires 09/08/14
Print Name Erin K. Lundgren

STATE OF WASHINGTON)
) ss.
COUNTY OF JEFFERSON)

On this 13th day of May, 2013, before me, a Notary Public in and for the State of Washington, personally appeared Larry Smith, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he or she was authorized to execute the instrument, and acknowledged it as the President of Olympic Water and Sewer, Inc., to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Erin K. Lundgren
NOTARY PUBLIC in and for the State of Washington,
residing at Port Townsend

My appointment expires 09/08/14
Print Name Erin K. Lundgren

STATE OF WASHINGTON)
) ss.
COUNTY OF JEFFERSON)

On this 13th day of May, 201³, before me, a Notary Public in and for the State of Washington, personally appeared John Austin, David Sullivan, and Phil Johnson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed this instrument, on oath stated that they were authorized to execute the instrument, and acknowledged it as the three members of the Jefferson County Board of County Commissioners to be the free and voluntary act and deed of said Board, acting in their official capacity representing Jefferson County, Washington, for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Erin K. Lundgren
NOTARY PUBLIC in and for the State of Washington,
residing at Port Townsend
My appointment expires 09/08/14
Print Name Erin K. Lundgren

EXHIBIT A

**Legal Description of PLA Property
(Owned of Record by PLA and Located Within the Port Ludlow MPR
as of the Effective Date of this Amendment)**

EXHIBIT A
LEGAL DESCRIPTION

PROPERTY OWNED BY PORT LUDLOW ASSOCIATES LLC:

Parcel A (990 400 464)

Lot 68, Area 4, Port Ludlow No. 1, as per plat recorded in Volume 5 of Plats, on pages 26 to 32, inclusive, records of Jefferson County, Washington.

Parcel B (990 400 467)

Lot 71, Area 4, Port Ludlow No. 1, as per plat recorded in Volume 5 of Plats, on pages 26 to 32, inclusive, records of Jefferson County, Washington.

Parcel C (990 404 101)

Lot 105, Area 4, Port Ludlow No. 1, as per plat recorded in Volume 5 of Plats, on pages 26 to 32, inclusive, records of Jefferson County, Washington.

Parcel D / Golf Maintenance Yard (995 600 008)

Lot 8, Plat of South Bay No. 2, Volume 6 of Plats, pages 4-6, Auditor's File No. 227195, records of Jefferson County, Washington.

Parcel E / Heron Beach Inn (968 600 001)

Parcel "1" as shown on the face of Ludlow Bay Village, as per plat recorded in Volume 6 of Plats, pages 228 thru 233, records of Jefferson County, Washington.

Together with a perpetual non-exclusive easement over and across Tract "A" as shown on the final plat for access, egress, egress along the private roadway located therein.

Parcel F / Marina (968 600 002)

Parcels M1, M2, M3 and M4 as shown on the face of Ludlow Bay Village, as per plat recorded in Volume 6 of Plats, pages 228 thru 233, records of Jefferson County, Washington.

Together with a perpetual non-exclusive easement over and across Tract "A" as shown on the final plat for access, egress, egress along the private roadway located therein.

Parcel G / Harbormaster Restaurant (968 600 006, 968 600 007 and 968 600 008)

Parcels R1, R2 and R3 as shown on the face of Ludlow Bay Village, as per plat recorded in Volume 6 of Plats, pages 228 thru 233, records of Jefferson County, Washington.

Together with a perpetual non-exclusive easement over and across Tract "A" as shown on the final plat for access, egress, egress along the private roadway located therein.

Parcel H (968 600 009 thru 012; 968 600 032 thru 038; 968 600 046 thru 066; 968 600 072 and 073)

Parcels SF1 through SF4, inclusive, Parcels TH19 through TH25, inclusive, TH33 through TH53, inclusive, TH16A, TH28A, TH44A, TH45A and TH52A, as shown on the face of Ludlow Bay Village, as per plat recorded in Volume 6 of Plats, pages 228 through 233, records of Jefferson County, Washington.

Together with a perpetual non-exclusive easement over and across Tract "A" as shown on the final plat for access, egress, egress along the private roadway located therein.

Parcel I / Pintail House (968 600 013)

Parcel SFS as shown on the face of Ludlow Bay Village, as per plat recorded in Volume 6 of Plats, pages 228 through 233, records of Jefferson County, Washington.

Together with a perpetual non-exclusive easement over and across Tract "A" as shown on the final plat for access, egress, egress along the private roadway located therein.

LPB

Parcel J (968 800 009, 968 600 010 and 968 600 011)

Lots 9, 10 and 11 Ludlow Cove, Division 1, Phase 2, as per plat recorded in Volume 8 of Plats, pages 23 through 27, records of Jefferson County, Washington.

Each lot together with an undivided 1/10th interest in Tracts F, G and H and an undivided 1/10th interest in Ebb Tide Court; excepting therefrom that portion of said Tract F deeded to Jefferson County by deed recorded April 19, 2006 under Auditor's File No. 510348, records of Jefferson County, Washington, for Paradise Bay Road improvement.

Parcel K (968 800 100)

Open Space Tracts A, B, and C of Ludlow Cove Division 1, Phase 1, as per plat recorded in Volume 8 of Plats, pages 1 through 6, under Recording No. 479189, records of Jefferson County, Washington.

Parcel L (968 800 101 and 968 800 102)

Tracts D and E of Ludlow Cove Division 1, Phase 1, as per plat recorded in Volume 8 of Plats, pages 1 through 6, under Recording No. 479189, records of Jefferson County, Washington.

Parcel M (978 802 001 thru 978 802 009, 978 802 013 thru 978 802 027, 978 802 031 thru 978 802 041 and 978 802 500)

Lots 1 through 41, excluding lots 10-12 and 28-30 and Tract A of the Plat of Olympic Terrace Division 2, Phase 1, recorded in Volume 8 of Plats, pages 64 through 75, records of Jefferson County, Washington.

Parcel N (978 802 501 thru 978 802 504)

Tracts B, C, D and E of the Plat of Olympic Terrace Division 2, Phase 1, recorded in Volume 8 of Plats, pages 64 through 75, records of Jefferson County, Washington.

Parcel O (821 083 006)

The Southeast ¼ of the Southwest ¼ of Section 8, Township 28 North, Range 1 East, W.M., Jefferson County, Washington.

Except the plat of Port Ludlow No. 6, as recorded in Volume 9 of Surveys, page 49, records of Jefferson County, Washington.

LPB

Parcel P (821 093 001)

That portion of Government Lot 4, Section 9; and that portion of Government Lot 1, Section 16, all in Township 28 North, Range 1 East, W.M., Jefferson County, Washington, described as follows:

Beginning at the South ¼ corner of Section 9, Township 28 North, Range 1 East, W.M., from whence the Southwest corner of said Section 9 bears North 88°35'24" West; thence South 17°26'02" west, 72.07 feet; thence North 72°33'27" West, 133.55 feet to a concrete monument known as "Monument A" for purposes of this description and the true point of beginning; thence South 17°26'33" West, 30.00 feet; thence North 72°33'27" West, 311.36 feet to a point of curve; thence along a curve to the left having a radius of 785.44 feet and a central angle of 10°18'18", an arc distance of 141.27 feet; thence North 82°55'41" West, 16.07 feet to a point of curve; thence

along a curve to the left, having a radius of 35.00 feet and a central angle of $43^{\circ}57'56''$, an arc distance of 26.86 feet to the Easterly margin of Oak Bay Road; thence North $70^{\circ}21'53''$ West along said road margin, a distance of 6.34 feet; thence continuing along said road margin on a curve to the left, the center of which bears North $70^{\circ}21'53''$ West, having a radius of 488.37 feet and a central angle of $12^{\circ}35'13''$, an arc distance of 107.29 feet; thence continuing along said road margin North $07^{\circ}02'54''$ East, 179.73 feet; thence continuing along said road margin, along a curve to the left having a radius of 2,894.79 feet and a central angle of $06^{\circ}19'43''$, an arc distance of 319.74 feet; thence continuing along said road margin North $00^{\circ}43'11''$ East, 281.84 feet to appoint of curve; thence continuing Northerly along said road margin, along a curve to the left, having a radius of 2,053.22 feet and central angle of $05^{\circ}46'06''$, an arc distance of 206.71 feet to the Southerly margin of the plat of Port Ludlow No. 1, Area 2, per Volume 5 of Plats, page 26, Jefferson County records; thence along said Southerly margin the following courses:

North $89^{\circ}39'46''$ East 188.51 feet;

North $62^{\circ}49'20''$ East, 58.96 feet;

North $89^{\circ}39'46''$ East, 177.40 feet;

South $00^{\circ}20'14''$ East, 25.00 feet;

North $89^{\circ}29'46''$ East 165.64 feet to the Southeast corner of Lot 37 of said Plat of Port Ludlow No. 1; thence leaving said Southerly margin, South $26^{\circ}27'34''$ West, 272.79 feet; thence South $80^{\circ}34'20''$ East, 119.75 feet; thence North $60^{\circ}53'59''$ East, 74.11 feet to the Northwest corner of Admiralty No. 2, as per condominium recorded in Volume 1 of Condominiums, pages 31 through 39, records of Jefferson County, Washington; thence along the Westerly limits of said condominium the following courses:

South $03^{\circ}57'27''$ West, 160.47 feet;

South $54^{\circ}35'30''$ West, 66.50 feet;

South $47^{\circ}22'19''$ West, 140.72 feet;

South $56^{\circ}22'30''$ West, 56.33 feet;

South $65^{\circ}22'35''$ West, 115.07 feet;

South $56^{\circ}29'56''$ West, 19.31 feet;

South $17^{\circ}01'21''$ West, 88.40 feet to the Northwest corner of Admiralty, as per condominium recorded in Volume 10 of Condominiums of Official Records, pages 22 through 42, records of Jefferson County, Washington; thence South $17^{\circ}01'21''$ West along the Westerly limits of said Admiralty, 395.01 feet to the Southwest corner thereof; thence South $72^{\circ}33'27''$ East along the Southerly limits of said Admiralty, 281.40 feet; thence South $17^{\circ}26'33''$ West, 30.00 feet to the true point of beginning.

LPB

Parcel Q (821 162 005 and 821 171 006)

Parcel A:

Tidelands of the Second Class, as conveyed by the State of Washington by deeds recorded in Volume 40 of Deeds, page 307 and Volume 79 of Deeds, page 383, records of Jefferson County, Washington, situate in front of, adjacent to or abutting upon that portion of Section 16, Township 28 North, Range 1 East, W.M., Jefferson County, Washington, platted as Ludlow Bay Village, as recorded in Volume 6 of Plats, pages 228 through 233, records of Jefferson County, Washington; except that portion lying Easterly of a line extending due South from Tidal Bench Mark No. 7

Parcel B:

Tidelands of the Second Class, as conveyed by the State of Washington by deeds recorded in Volume 40 of Deeds, page 307 and Volume 79 of Deeds, page 383, records of Jefferson County, Washington, situate in front of, adjacent to or abutting upon Lot 1 of Ludlow Beach Tracts, as recorded in Volume 3 of Plats, page 7 and those portions of Sections 16 and 17, Township 28

North, Range 1 East, W.M., Jefferson County, Washington, lying Westerly of the Easterly boundary line of Port Ludlow Condominium No. 1 as recorded in Volume 1 of Condominiums, page 15 and Westerly of the Easterly boundary line of Ludlow Point Village, Division 4, as recorded in Volume 6 of Plats, pages 216, and as revised, records of Jefferson County, Washington. Except those tidelands situate in front of, adjacent to or abutting upon the island portions of Government Lots 3 and 7 of Section 17; also except those tidelands situate in front of Inner Harbor Village Condominiums, Phases I, II, IV, VII, VIII, IX and Tax 6 as described in Auditor's File No. 342329, volume 343, Page 351, dated July 30, 1991, records of Jefferson County, Washington.

Parcel R (821 163 003)

That portion of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 16, and the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 21, and of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 20, and of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 17, all in Township 28 North, Range 1 East, W.M., Jefferson County, Washington, lying Southerly of Paradise Bay Road; Except the plat of South Bay No. 3, as recorded in Volume 6 of Plats, at page 48, records of Jefferson County, Washington; except open space as shown on said plat of South Bay No. 3; except the plat of Edgewood Village as recorded in Volume 7 of Plats at page 6, records of Jefferson County, Washington; except Tract "A" as shown on that record of survey recorded in Volume 7 of Surveys at pages 170 through 174 records of Jefferson County, Washington.

Parcel S Golf Course (821 163 006, 821 163 007, 821 201 002, 821 201 003, 821 201 004, 821 204 002, 821 212 002, 821 213 002, and 821 291 003)

Parcel A:

Tracts A, B, C, D and E of Survey recorded January 3, 1986 in Volume 7 of surveys, pages 170 through 174, inclusive, under Auditor's File No. 298845, being portions of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and government Lot 4 in Section 16, and the East $\frac{1}{2}$ in Section 20, the West $\frac{1}{2}$ in Section 21 and the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ in Section 29, all in Township 28 North, Range 1 East, W.M., Jefferson County, Washington;

LPB

Except any portion thereof lying within the plat of Edgewood Village, as recorded in Volume 7 of Plats, at pages 4 through 7, records of Jefferson County, Washington; also except any portion thereof lying within Fairway Village Condominiums, as recorded in Volume 1 of Condominiums, at page 219, records of Jefferson County, Washington; also except from said Tract B and D those portions conveyed to Ludlow Utilities Company, for Well Nos. 4, 9 and 12 by deed recorded December 3, 1985, under Auditor's File No. 298330; also except from said Tract D that portion thereof for a 175,000 gallon reservoir as recorded in Volume 211 of Deeds, at page 334, records of Jefferson County, Washington.

Parcel B:

That portion of the South $\frac{1}{2}$ of Section 17, and Section 20, Township 28 North, Range 1 East, W.M., Jefferson County, Washington, described as follows:

Commencing at the most Southeasterly corner of Lot 19 of the Plat of Edgewood Village, as recorded in Volume 7 of Plats, at page 4, records of Jefferson County, Washington, said corner also being the Southwest corner of Lot 20 of said Edgewood Village;

Thence North $62^{\circ}41'04''$ West, along the Southerly line of said Lot 19, a distance of 24.00 feet to an angle point on said Lot 19, also being the true point of beginning for this description; thence in a Northerly direction along the Westerly margin of said Edgewood Village the following courses:

Thence North $16^{\circ}54'01''$ West, 146.06 feet;

Thence North $08^{\circ}57'01''$ West, 148.46 feet;

Thence North $00^{\circ}45'12''$ West, 83.80 feet;

Thence North 37°27'07" West, 203.41 feet;
 Thence North 58°40'37" West, 271.08 feet;
 Thence North 54°27'25" West, 170.00 feet;
 Thence North 28°10'03" West, 130.07 feet;
 Thence North 03°29'54" West, 172.66 feet;
 Thence North 62°51'48" West, 110.25 feet;
 Thence North 34°46'49" West, 43.95 feet;
 Thence North 78°05'36" West, 78.92 feet;
 Thence North 31°08'05" East, 195.03 feet;
 Thence North 52°51'19" East, 255.59 feet;
 Thence North 46°06'28" East, 128.24 feet;
 Thence North 35°54'24" West, 102.69 feet;
 Thence North 24°57'29" East, 60.14 feet;
 Thence North 69°20'44" West, 262.49 feet to the Southwest corner of "Tract A" of said plat of Edgewood Village; thence leaving the Easterly boundary of said plat, North 80°49'39" West, 522.45 feet; Thence North 82°41'38" West 696.66 feet;
 Thence North 81°52'35" West, 410.77 feet;
 Thence South 57°17'10" West, 610.50 feet;
 Thence South 68°17'21" West, 437.70 feet;
 Thence South 39°09'14" West, 232.44 feet;
 Thence South 02°49'05" East, 186.58 feet;
 Thence South 30°38'22" East, 347.97 feet;
 Thence South 57°58'04" East, 385.91 feet;
 Thence South 02°13'34" East, 314.90 feet;
 LPB
 Thence South 77°34'03" West, 879.80 feet;
 Thence South 31°43'44" West, 686.04 feet;
 Thence South 40°39'05" East, 708.70 feet;
 Thence North 82°39'53" East, 502.49 feet;
 Thence South 79°15'18" East, 802.92 feet;
 Thence North 89°09'18" East, 828.68 feet;
 Thence South 70°57'24" East, 355.80 feet;
 Thence South 88°09'57" East, 477.22 feet;
 Thence North 72°39'34" East, 410.00 feet;
 Thence North 26°22'05" East, 224.80 feet;
 Thence North 41°32'57" East, 201.73 feet;
 Thence South 77°09'37" East, 109.99 feet;
 Thence North 14°11'17" East, 142.60 feet;
 Thence North 59°27'26" West, 600.00 feet;
 Thence North 49°13'51" West, 498.14 feet;
 Thence North 41°28'28" East, 439.74 feet;
 Thence South 50°48'17" East 477.34 feet;
 Thence south 62°41'04" East, 186.23 feet to the point of beginning.

Parcel T / Sales Office (821 163 013)

That portion of the Northwest ¼ of Section 21; and the Southwest ¼ of Section 16, Township 28 North, Range 1 East, W.M., Jefferson County, Washington, lying Easterly of Tract "A" of that certain Survey recorded in Volume 7 of Surveys, page 170, and lying Southerly of Paradise Bay

Road and lying Westerly of Teal Lake Road.

Parcel U (821 164 001, 821 164 002)

That portion of Government Lots 5 and 6 and the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 16, Township 28 North, Range 1 East, W.M., Jefferson County, Washington, lying Southerly of Ludlow Bay Road;

Except Paradise Bay Road; also except any portion thereof lying within the plat of Bayview Village Division 1 as recorded in Volume 6 of Plats at page 111 records of Jefferson County, Washington; also except any portion thereof lying within the plat of Bayview Village Division 2 as recorded in Volume 6 of Plats at page 114 records of Jefferson County, Washington; also except any portion thereof lying within the plat of Bayview Village Division 3 as recorded in Volume 6 of Plats at page 130 records of Jefferson County, Washington; also except Tract "A" of Teal Lake Village as recorded in Volume 6 of Plats at page 158 records of Jefferson County, Washington.

LPB

Parcel V / Village Center (821 171 001)

That portion of Government Lot 1 and the Northwest $\frac{1}{4}$ of Section 17, Township 28 North, Range 1 East, W.M., in Jefferson County, Washington, which lies Southerly of Oak Bay Road as conveyed to Jefferson County by deeds recorded under Auditor's File Nos. 333256 and 355902, Northwesterly of Paradise Bay Road and Northeasterly of the following described line:

Beginning at the North $\frac{1}{4}$ corner of said Section; thence South $0^{\circ}49'20''$ West along the North-South center of section line 2,077.00 feet to the true point of beginning hereafter referred to as "Point A"; thence South $60^{\circ}45'44''$ East 109.27 feet, more or less, to a point on the Northwesterly margin of Paradise Bay Road as amended by dedication recorded under Auditor's File No. 191398, being the true point of beginning; thence North $60^{\circ}45'44''$ West to a point 223.73 feet distant from aforementioned Point A, being a point of curve; thence along a 230.00 foot radius curve to the right, having a central angle of $61^{\circ}36'47''$ and an arc length of 247.33 feet; to a point of reverse curve; thence along a 40.00 foot radius curve to the left, having a central angle of $90^{\circ}23'12''$ and an arc length of 63.10 feet to a point on the Southerly margin of Oak Bay Road and the terminus of this line; excepting therefrom that portion as conveyed to Jefferson County for road improvement by deed recorded November 19, 2004 under Auditor's File No. 491912, records of Jefferson County, Washington.

Parcel W (821 171 015)

That portion of Government Lot 2 in Section 16, Township 28 North, Range 1 East, W.M., Jefferson County, Washington, lying North of the North right-of-way margin of Oak Bay Road; Except any portion thereof lying within the plat of Port Ludlow No. 1, as recorded in Volume 5 of Plats at page 31, records of Jefferson County, Washington; also except any portion thereof lying within the plat of Port Ludlow No. 7 as recorded in Volume 7 of Plats at page 76, records of Jefferson County, Washington;

Also together with that portion of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 17, Township 28 North, Range 1 East, W.M., Jefferson County, Washington, lying North of the North right-of-way margin of the Oak Bay Road;

Except any portion thereof lying Northerly of the Southerly line of Tract "A" of the plat of Port Ludlow No. 7 as recorded in Volume 7 of Plats at page 76, records of Jefferson County, Washington.

Parcel X (821 172 001)

That portion of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 17, Township 28 North, Range 1 East,

W.M., Jefferson County, Washington, lying North of Oak Bay Road and Lying West of Port Ludlow No. 6 as recorded in Volume 9 of Surveys at page 40, records of Jefferson County, Washington.
LPB

Parcel Y (821 173 001)

Revised Parcel "C" of Boundary Line Agreement recorded under Auditor's File No. 440088 being described as follows:

That portion of Section 17, Township 28 North, Range 1 East, W.M., Jefferson County, Washington, described as follows:

Parcel "A" of that Boundary Line Adjustment recorded under Auditor's File No. 428912, records of Jefferson County, Washington; except that portion thereof lying Easterly and Southerly of the following described line:

Commencing at the South $\frac{1}{4}$ corner of said Section 17; thence along the South line thereof, North $88^{\circ}12'07''$ West, 1,450.21 feet to a line parallel with the East line of said Southwest $\frac{1}{4}$ and the true point of beginning; thence along said parallel line North $00^{\circ}49'24''$ East 771.12 feet; thence North $77^{\circ}03'46''$ East, 139.89 feet to a line which lies 60.00 feet Southerly from and parallel with the Southerly margin of tract A of "Timberton Village Phase I", filed in Volume 7 of Plats, pages 16 through 23, records of Jefferson County, Washington, and a point of curvature; thence along said parallel line, the following courses:

Northeasterly 34.69 feet along the arc of a tangent curve to the left, having a radius of 410 feet through a central angle of $04^{\circ}50'50''$ to a point of reverse curvature; Easterly 197.04 feet along the arc of a tangent curve to the right, having a radius of 350.00 feet, through a central angle of $32^{\circ}15'20''$ to a point of tangency; South $75^{\circ}31'55''$ East, 24.93 feet to the Southwesterly corner of Timberton Drive as dedicated on said plat of "Timberton Village Phase I" and the terminus of said line; also except Oak Bay Road.

Parcel Z / RV Park (821 172 002)

Port Ludlow RV Park per Volume 1 of Binding Site Plans, pages 7, 8, 11 and 12, records of Jefferson County, Washington, being more particularly described as amended in Boundary Line Adjustment recorded March 18, 2005 under Auditor's File No. 495996, as follows:

That portion of Government Lot 1 and the Northwest $\frac{1}{4}$ of Section 17, Township 28 North, Range 1 East, W.M., in Jefferson County, Washington, described as follows:

Beginning at the North $\frac{1}{4}$ corner of said section; thence south $0^{\circ}49'20''$ West along the North-South center of section line 2,077.00 feet to the true point of beginning; thence North $60^{\circ}45'44''$ West 66.25 feet; thence South $34^{\circ}01'37''$ West 42.74 feet; thence South $54^{\circ}34'59''$ West 17.09 feet; thence South $34^{\circ}01'37''$ West 146.41 feet; thence South $60^{\circ}45'44''$ East 170.30 feet, more or less, to a point on the Northwesterly margin of Paradise Bay Road as amended by dedication recorded under Auditor's File No. 191398, records of said county; thence Northeasterly along said Northwesterly margin to a point which bears South $60^{\circ}45'44''$ East of the true point of beginning; thence North $60^{\circ}45'44''$ West 109.27 feet, more or less, to the true point of beginning.
LPB

Parcel AA (821 174 002)

The island portions of Section 17, Township 28 North, Range 1 East, W.M., Jefferson County, Washington, more particularly described as follows:

All of Government Lot 7 and that portion of Government Lot 3 lying Easterly of and adjacent to that property described as Community Center parcel conveyed to the South Bay Community Association by deed recorded July 30, 1991 under Auditor's File No. 342329, records of Jefferson County, Washington.

Together with second class tidelands as conveyed by the State of Washington, situate in front of, adjacent to, or abutting thereon.

Parcel BB (821 174 003)

Revised Parcel "A" of Boundary Line Adjustment recorded under Auditor's File No. 440088, records of Jefferson County, Washington, being described as follows:

Those Portions of Sections 17 and 20, Township 28 North, Range 1 East, W.M., Jefferson County, Washington, described as follows:

Parcel "D" of that Boundary Line Adjustment recorded under Auditor's File No. 379885, records of Jefferson County, Washington;

Together with that portion of Parcel "A" of Boundary Line adjustment recorded under Auditor's File No. 428912, records of Jefferson County, Washington, lying Southeasterly of the following described line:

Commencing at the South $\frac{1}{4}$ corner of Section 17, Township 28 North, Range 1 East, W.M., Jefferson County, Washington; thence along the South line of the Southwest $\frac{1}{4}$ of Section 17, North $88^{\circ}12'07''$ West, 637.48 feet to the true point of beginning; thence North $57^{\circ}17'10''$ East 466.67 feet to the Southeasterly margin of Timberton Drive and the terminus of said line;

Together with Parcel "D" of that Boundary Line Adjustment recorded under Auditor's File No. 428912, records of Jefferson County, Washington.

Parcel CC (821 204 001)

Resultant Parcel "D" of Boundary Line Agreement recorded March 18, 2005 under Auditor's File No. 495995, records of Jefferson County, Washington, described as follows:

Resultant Parcel "F" of that Boundary Line Adjustment recorded under Recording No. 428912, records of Jefferson County, Washington, lying within Section 20, Township 28 North, Range 1 East, W.M., Jefferson County, Washington;

Except Parcel "G" as depicted on that record of Survey recorded in Volume 7 of Surveys, pages 170-174, records of Jefferson County, Washington, more particularly described as follows:

Beginning at "Description Point D" as described in said record of survey, said point also being a point of curvature; thence Southerly, 61.69 feet along the arc of said curve to the right, having a radius of 70.00 feet, the radius point of which bears South $45^{\circ}38'01''$ West, through a central angle of $50^{\circ}29'51''$ to a point of reverse curvature; thence Southeasterly, 154.50 feet along the arc of said curve to the left, having a radius of 130.00 feet, through a central angle of $68^{\circ}05'40''$;

LPB

thence South $61^{\circ}57'48''$ East, 117.79 feet; thence South $25^{\circ}01'27''$ East, 156.34 feet; thence South $38^{\circ}35'52''$ East, 236.26 feet; thence South $06^{\circ}01'36''$ East, 125.99 feet; thence South $29^{\circ}16'10''$ East, 233.33 feet; thence South $06^{\circ}32'32''$ West 162.47 feet; thence South $40^{\circ}57'15''$ West, 158.36 feet; thence North $58^{\circ}22'32''$ West, 99.51 feet; thence South $30^{\circ}11'16''$ West, 17.00 feet; thence South $16^{\circ}43'17''$ East, 345.12 feet; thence South $15^{\circ}02'59''$ West, 278.36 feet; thence South $87^{\circ}12'20''$ East, 115.10 feet; thence North $55^{\circ}53'44''$ East, 135.44 feet; thence North $43^{\circ}30'13''$ East 224.80 feet; thence North $20^{\circ}31'46''$ West, 116.99 feet; thence North $12^{\circ}09'48''$ East, 198.31 feet; thence South $77^{\circ}50'12''$ East, 253.35 feet; thence North $12^{\circ}27'12''$ West, 66.00 feet; thence North $77^{\circ}50'12''$ West, 225.86 feet; thence North $12^{\circ}09'48''$ East, 59.91 feet; thence North $61^{\circ}36'31''$ East, 205.84 feet; thence North $57^{\circ}58'08''$ East 461.51 feet; thence North $17^{\circ}32'16''$ East, 437.40 feet; thence North $14^{\circ}09'20''$ West, 128.74 feet; thence North $35^{\circ}48'49''$ East, 141.68 feet; thence North $14^{\circ}09'38''$ West, 186.68 feet; thence North $28^{\circ}22'52''$ West, 438.66 feet; thence North $36^{\circ}39'19''$ West, 272.92 feet; thence South $38^{\circ}18'38''$ West, 219.40 feet; thence South $32^{\circ}35'16''$ West, 182.72 feet; thence South $04^{\circ}14'27''$ West, 79.31 feet; thence South $32^{\circ}23'52''$ West 383.27 feet; thence South $78^{\circ}18'28''$ West, 292.45 feet; thence South $63^{\circ}11'27''$ West, 114.50 feet; thence North $61^{\circ}57'48''$ West, 124.58 feet to the beginning of a

tangent curve; thence Northwesterly, 83.19 feet along the arc of said curve to the right, having a radius of 70.00 feet, through a central angle of 68°05'40" to a point of reverse curvature; thence Northwesterly 100.83 feet along the arc of said curve to the left, having a radius of 130.00 feet, through a central angle of 44°26'26"; thence South 58°39'49" West 60.84 feet to the point of beginning.

Parcel DD (821 211 003)

Resultant Parcel "A" of Boundary Line Agreement recorded March 18, 2005 under Auditor's File No. 495995, records of Jefferson County, Washington, described as follows:

That portion of the East ½ of Section 21, Township 28 North, Range 1 East, W.M., Jefferson County, Washington, lying Northerly of Watson Road and Southerly of Paradise Bay Road; EXCEPT any portion lying Southwesterly of Teal Lake Road; EXCEPT the plat of Woodridge Village Division 1, per Volume 7 of Plats, pages 47 through 50 inclusive; EXCEPT the amended plat of Teal Lake Village, per Volume 6 of Plats, pages 186 through 197 inclusive, both records of Jefferson County, Washington;

Said parcel also being described as that portion of resultant Parcel A of that Boundary Line Adjustment recorded under Recording No. 450374, records of Jefferson County, Washington; EXCEPT that portion lying Southwesterly of Teal Lake Road.

LPB

Parcel EE (821 213 003)

Resultant Parcel "C" of Boundary Line Agreement recorded March 18, 2005 under Auditor's File No. 495995, records of Jefferson County, Washington, described as follows:

Parcel G as depicted on that record of Survey recorded in Volume 7 of Surveys, pages 170-174, records of Jefferson County, Washington, lying within the Southeast ¼ of Section 20 and within the West ¼ of Section 21, Township 28 North, Range 1 East, W.M., Jefferson County, Washington, more particularly described as follows:

Beginning at "Description Point D" as described in said record of survey, said point also being a point of curvature; thence Southerly, 61.69 feet along the arc of said curve to the right, having a radius of 70.00 feet, the radius point of which bears South 45°38'01" West, through a central angle of 50°29'51" to a point of reverse curvature; thence Southeasterly, 154.50 feet along the arc of said curve to the left, having a radius of 130.00 feet, through a central angle of 68°05'40"; thence South 61°57'48" East, 117.79 feet; thence South 25°01'27" East, 156.34 feet; thence South 38°35'52" East, 236.26 feet; thence South 06°01'36" East, 125.99 feet; thence South 29°16'10" East, 233.33 feet; thence South 06°32'32" West 162.47 feet; thence South 40°57'15" West, 158.36 feet; thence North 58°22'32" West, 99.51 feet; thence South 30°11'16" West, 17.00 feet; thence South 16°43'17" East, 345.12 feet; thence South 15°02'59" West, 278.36 feet; thence South 87°12'20" East, 115.10 feet; thence North 55°53'44" East, 135.44 feet; thence North 43°30'13" East 224.80 feet; thence North 20°31'46" West, 116.99 feet; thence North 12°09'48" East, 198.31 feet; thence South 77°50'12" East, 253.35 feet; thence North 12°27'12" West, 66.00 feet; thence North 77°50'12" West, 225.86 feet; thence North 12°09'48" East, 59.91 feet; thence North 61°36'31" East, 205.84 feet; thence North 57°58'08" East 461.51 feet; thence North 17°32'16" East, 437.40 feet; thence North 14°09'20" West, 128.74 feet; thence North 35°48'49" East, 141.68 feet; thence North 14°09'38" West, 186.68 feet; thence North 28°22'52" West, 438.66 feet; thence North 36°39'19" West, 272.92 feet; thence South 38°18'38" West, 219.40 feet; thence South 32°35'16" West, 182.72 feet; thence South 04°14'27" West, 79.31 feet; thence South 32°23'52" West 383.27 feet; thence South 78°18'28" West, 292.45 feet; thence South 63°11'27" West, 114.50 feet; thence North 61°57'48" West, 124.58 feet to the beginning of a tangent curve; thence Northwesterly, 83.19 feet along the arc of said curve to the right, having a

radius of 70.00 feet, through a central angle of 68°05'40" to a point of reverse curvature; thence Northwesterly 100.83 feet along the arc of said curve to the left, having a radius of 130.00 feet, through a central angle of 44°26'26"; thence South 58°39'49" West 60.84 feet to the point of beginning.

EXCEPT that portion lying within the Northwest ¼ of Section 21, Township 28 North, Range 1 East, W.M., Jefferson County, Washington.

LPB

Parcel FF (821 291 001)

The East ¼ of the North ½ of the Northeast ¼ of Section 29, Township 28 North, Range 1 East, W.M., Jefferson County, Washington.

Except any portion thereof lying within the Port Ludlow Golf Course as shown on Survey recorded in Volume 7 of Surveys at pages 170-174, records of Jefferson County, Washington. Also except any portion thereof lying within the 100 foot radius well site as described in Exhibit "C" per document recorded in Volume 211 of Deeds at page 342; and except any portion thereof described as Well No. 12, as recorded in Volume 211 of Deeds at page 333, both records of Jefferson County, Washington.

All situate in the County of Jefferson, State of Washington.

PROPERTY OWNED BY OLYMPIC WATER AND SEWER, INC.:

Parcel A (821 084 004) / Office/Well 2

That portion of the South ½ of the Southeast ¼ of Section 8, Township 28 North, Range 1 East, W.M., Jefferson County, Washington, lying between the plats of Port Ludlow No. 3, as recorded in Volume 5 of Plats at pages 95 through 97, and the plat of Port Ludlow No. 4, as recorded in Volume 6 of Plats at pages 54 through 56, records of Jefferson County, Washington.

EXCEPT any portion thereof lying Northerly of the Southerly right-of-way margin of Walker Way as shown on the face of said plats.

Parcel B (821 093 003) / Sewage Treatment Plat

That portion of Section 9, Township 28 North, Range 1 East, W.M., Jefferson County, Washington, described as follows:

Commencing at the point of intersection of the centerlines of Pope Way and Condon Lane in the plat of Port Ludlow No. 1, Area 2 per Volume 5 of Plats at page 27, records of Jefferson County; thence along the centerline of Condon Lane South 05°54'07" West 329.20 feet to a point of curvature; thence Southerly on a 1,000.00 foot radius curve to the left having a central angle of 11°08'10" for an arc distance of 194.36 feet to a point of tangency; thence South 05°14'03" East 70.17 feet to an existing cased monument at center point of the cul-de-sac at the south end of said Condon Lane; thence South 13°51'52" West 45.00 feet to the Northeast corner of Lot 37 of the above said plat and the true point of beginning; thence along the east line of said Lot 37 South 13°51'52" West 130.03 feet to the Southeast corner of said Lot 37; thence leaving said plat South 26°27'34" West a distance of 272.79 feet; thence South 80°34'20" East a distance of 119.75 feet; thence North 60°53'39" East a distance of 74.11 feet to the Northwest corner of "Admiralty No. 2" as per survey recorded in Volume 1 of Condominiums at pages 38 and 39, records of Jefferson County, Washington; thence Easterly along the North line of said "Admiralty No. 2" along a 110.00 foot radius curve to the left the center of which bears North 18°44'16" East, having a central angle of 27°30'00", for an arc distance of 52.80 feet to a point of tangency; thence continuing along the North line of said "Admiralty No. 2" and the Easterly extension thereof

North $81^{\circ}14'16''$ East 140 feet, more or less, to the line of ordinary high tide of Port Ludlow; thence Northerly along the line of said ordinary high tide a distance of 265 feet, more or less to LPB
apoint on the South line of the Easterly extension of Lot 36 of the above said plat of Port Ludlow No. 1, Area 2; thence along last said line South $89^{\circ}38'09''$ West to the Southwest corner of said Lot 36; thence along the Westerly line of said Lot 36 North $25^{\circ}02'27''$ West 116.95 feet to the Northwest corner of said Lot 36; thence Westerly along the Southerly margin of said Condon Lane on a 45.00 foot radius curve to the right, the center of which bears North $43^{\circ}25'53''$ West having a central angle of $57^{\circ}17'45''$, along an arc distance of 45.00 feet to the true point of beginning.
TOGETHER WITH tidelands of the second class situated in front of, adjacent to or abutting thereon.
All situate in the County of Jefferson, State of Washington.

576054 PGS:6 AMEND

05/14/2013 04:26 PM \$37.00 PORT LUDLOW ASSOCIATES LLC
Jefferson County WA Auditor's Office - Donna Eldridge, Auditor

NAME & RETURN ADDRESS

Diana Smeland / Port Ludlow Associates
70 Breaker Lane
Port Ludlow, WA 98365

Please print neatly or type information

DOCUMENT TITLE

MOU - Amendment #1

REFERENCE NUMBERS (S) OF RELATED DOCUMENTS

435974 536369

Additional Reference #'s on page _____

GRANTOR (S) (Last, First and Middle Initial)

Olympic Water + Sewer
Port Ludlow Associates

Additional grantor on page _____

GRANTEE (S) (Last, First and Middle Initial)

Jefferson County

Additional grantee on page _____

LEGAL DESCRIPTION (Abbreviated i.e. lot, block, plat or section, township, range, quarter/quarter)

Additional legal on page _____

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

Additional parcel #'s on page _____

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**AMENDMENT NO. 1
TO
MEMORANDUM OF UNDERSTANDING
REGARDING THE PROVISION OF SEWER SERVICE WITHIN THE BOUNDARIES
OF THE PORT LUDLOW MASTER PLANNED RESORT**

THIS AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING (this "Amendment") is made this 13th day of May, 2013, by OLYMPIC WATER AND SEWER, INC., a Washington corporation ("OWSI"), and JEFFERSON COUNTY, a political subdivision of the State of Washington (the "County"). This Amendment amends and modifies that certain "Memorandum of Understanding Regarding the Provision of Sewer Service Within the Boundaries of the Port Ludlow Master Planned Resort" dated October 4, 1999, between OWSI and the County (the "MOU").

RECITALS

A. The Port Ludlow Development Agreement dated May 1, 2000, between Pope Resources, Olympic Property Group LLC, Olympic Resorts LLC, OWSI, and Olympic Real Estate Development LLC (collectively "Pope"), and the County, which was recorded in the real property records of Jefferson County, Washington, under Auditor's File No. 435974, as amended by Corrected Amendment No. 1 to Development Agreement dated and effective July 7, 2008, which was recorded in the real property records of Jefferson County, Washington, under Auditor's File No. 536369 (as amended, the "Development Agreement"), governs the development of certain real property located in the approximately 1,200-acre Port Ludlow MPR, which is a master planned resort designated by Jefferson County in 1998 under the authority of RCW 36.70A.362. The MOU and the Development Agreement both govern the development of real property within the Port Ludlow MPR.

B. OWSI is wholly-owned by Port Ludlow Associates LLC, a Washington limited liability company ("PLA"), which is the successor to Pope Resources, Olympic Property Group LLC, Olympic Resorts LLC, and Olympic Real Estate Development LLC under the Development Agreement. PLA and OWSI collectively are the successors to Pope under the Development Agreement.

C. The MOU will expire on October 4, 2019. The Development Agreement will expire on May 8, 2020.

D. PLA and OWSI desire to extend the term and make other amendments to the Development Agreement, in the form of a proposed Amendment No. 2 to Port Ludlow Development Agreement (the "Development Agreement Amendment"). The County is willing

to consider the Development Agreement Amendment if OWSI will join the County in amending the MOU to extend its term to match the proposed extended term of the Development Agreement.

E. OWSI and the County desire to extend the term of the MOU as described in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements of the parties, it is agreed by and between the parties that the MOU shall be amended and modified as follows:

AGREEMENT

1. **Extension of Term.** The term of the MOU shall expire and terminate upon the expiration or termination of the Development Agreement, as it may now or hereafter be extended.

2. **Effect of Amendment.** This Amendment amends and modifies the MOU and shall be effective as of the date of mutual execution and delivery hereof. In the event of any conflict between the MOU and this Amendment, this Amendment shall control. Capitalized terms not otherwise defined herein shall have the meanings given them under the MOU. Except as contained within the MOU, this Amendment, and the Development Agreement (as amended), there are no other agreements or understandings between OWSI and the County relating to the subject matter of the MOU and this Amendment. The MOU is hereby confirmed and ratified.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have mutually have executed and delivered this Amendment.

JEFFERSON COUNTY
Jefferson County Board of County
Commissioners

By John Smith
By David W. Sullivan
By Phillip

APPROVED AS TO FORM:

David Ahrens 4/29/13
Prosecuting Attorney

Carl J. B.
Director
Department of Community Development

OLYMPIC WATER AND SEWER, INC.

Jim Smith
By Larry Smith
Its President

STATE OF WASHINGTON)
) ss.
COUNTY OF JEFFERSON)

On this 13th day of May, 2013, before me, a Notary Public in and for the State of Washington, personally appeared Larry Smith, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he or she was authorized to execute the instrument, and acknowledged it as the President of Olympic Water and Sewer, Inc., to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Erin K. Lundgren
NOTARY PUBLIC in and for the State of Washington,
residing at Port Townsend
My appointment expires 09/08/14
Print Name Erin K. Lundgren

STATE OF WASHINGTON)
) ss.
COUNTY OF JEFFERSON)

On this 13th day of May, 2013, before me, a Notary Public in and for the State of Washington, personally appeared John Austin, David Sullivan, and Phil Johnson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed this instrument, on oath stated that they were authorized to execute the instrument, and acknowledged it as the three members of the Jefferson County Board of County Commissioners to be the free and voluntary act and deed of said Board, acting in their official capacity representing Jefferson County, Washington, for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Erin K. Lundgren
NOTARY PUBLIC in and for the State of Washington,
residing at Port Townsend
My appointment expires 09/08/14
Print Name Erin K. Lundgren



**PORT LUDLOW MASTER PLANNED RESORT
AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS**

THIS AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (this "Declaration") is made this 1 day of September, 2000, by Olympic Property Group LLC, a Washington limited liability company ("OPG"); Olympic Real Estate Development LLC, a Washington limited liability company ("ORED"); Olympic Resorts LLC, a Washington limited liability company ("Resorts"); and Pope Resources, a Delaware limited partnership ("Pope"). OPG, ORED, Resorts, and Pope are referred to collectively herein as "Declarant."

This Declaration amends and restates that certain Master Declaration made by Declarant and recorded in the real property records of Jefferson County, Washington under Auditor's File No. 435975.

RECITALS

A. OPG, ORED, Resorts, and Pope, which together comprise Declarant, are the owners of the real property legally described on Exhibit A attached hereto (the "Property"), situate in the unincorporated area of Port Ludlow, Jefferson County, Washington. The Property is shown generally on the drawing attached hereto as Exhibit B (the "Drawing"). The Property comprises a portion of a master planned resort designated by Jefferson County in 1998.

B. Declarant desires to enhance the quality of new development within the Property by impressing upon the Property certain covenants, conditions, and restrictions in accordance with the terms and conditions set forth herein.

C. This Declaration is made by Declarant voluntarily and for no monetary or other consideration.

NOW, THEREFORE, Declarant hereby declares, covenants, and agrees as follows:

AGREEMENT

1. **Property Subject to Declaration.** Declarant hereby declares that the Property is and shall be subject to the terms and conditions of this Declaration. This Declaration is in furtherance of a general plan for the overall improvement of the Property and is established for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. This Declaration is not intended to amend or supersede any other covenants, conditions, or restrictions affecting the Property as of the date hereof but is instead intended to supplement such existing covenants, conditions, and restrictions. This Declaration is a private agreement or conveyance, is not intended to confer any privileges or rights upon Jefferson County, any other governmental authority, or the general public, and shall not be used against

Final

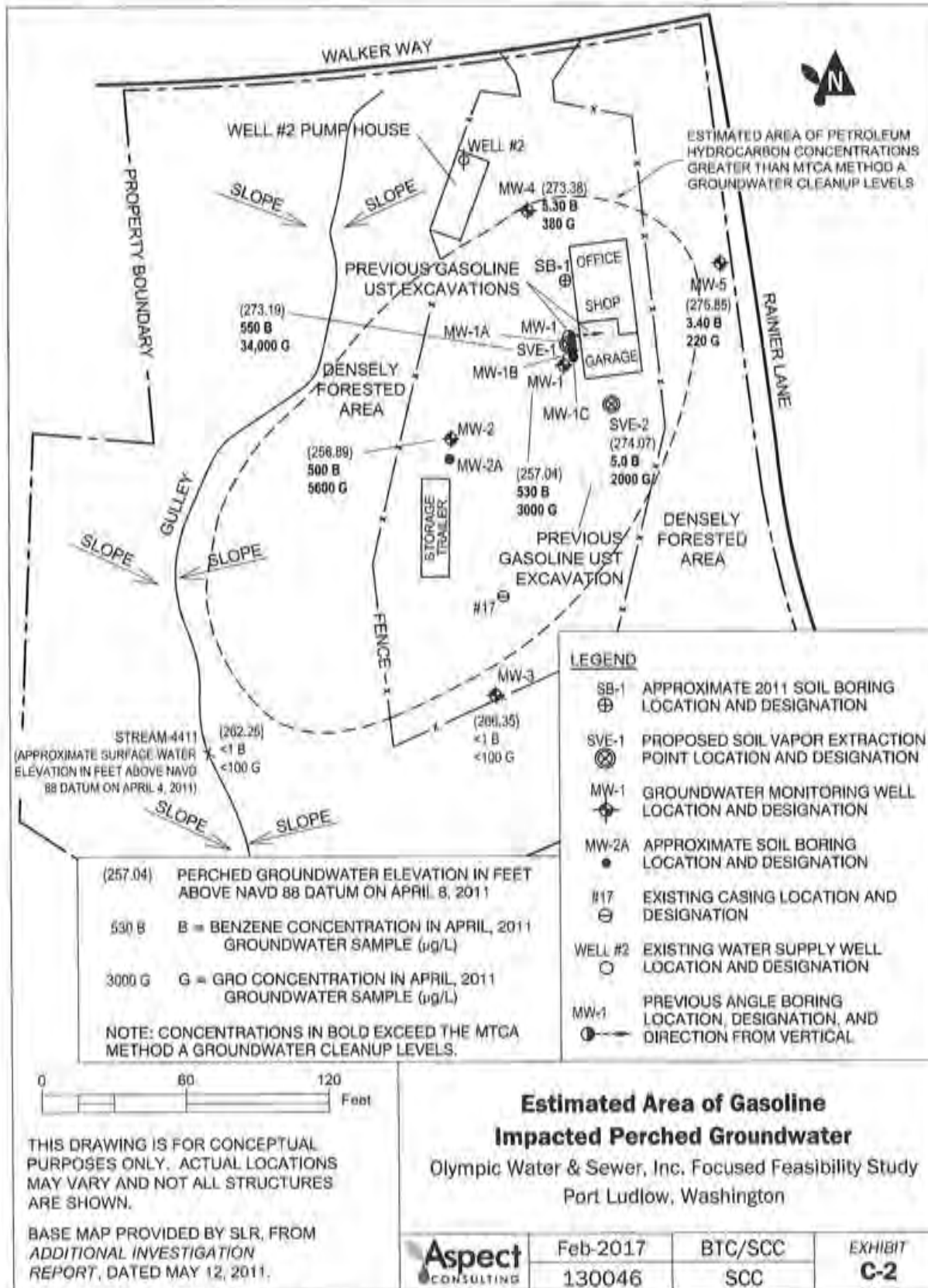
Exhibit B

PROPERTY MAP

Final

Exhibit C

MAP ILLUSTRATING LOCATION OF RESTRICTIONS



CAD File: G:\Olympic_Protocol_Group\130046\Port Ludlow\2017-03_Special_Feasibility\130046-02.dwg PLOT: MSHACTED.GES || Date Plotted: Feb 28, 2017 4:43pm || User: scott

Final

Exhibit D

SUBORDINATION AGREEMENT

KNOW ALL PERSONS, That _____, the owner and holder of that certain _____ (Instrument) bearing the date the _____ day of _____, 20____, executed by _____, _____, and recorded in the office of the County Auditor of _____ County, State of Washington, on the _____, 20____, under Auditor's File Number _____, does hereby agree that said Instrument shall be subordinate to the interest of the State of Washington, Department of Ecology, under the environmental (restrictive) covenant dated _____, 20____, executed by _____, and recorded in _____ County, Washington under Auditor's File Number _____.

Dated _____, 20____.

NAME

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 20____, I certify that _____ personally appeared before me, and acknowledged that **he/she** is the individual described herein and who executed the within and foregoing instrument and signed the same at **his/her** free and voluntary act and deed for the uses and purposes therein mentioned.

Notary Public in and for the State of
Washington, residing at _____.
My appointment expires _____.

Final

Exhibit E

GROUNDWATER MONITORING PLAN

GROUNDWATER MONITORING PLAN

Olympic Water & Sewer, Inc.

781 Walker Way

Port Ludlow, Washington 98365

VCP Identification No. SW1311

Prepared for: Olympic Property Group and
Pope Resources, LP

Project No. 130046-001-02 • July 20, 2015 Final



earth + water



GROUNDWATER MONITORING PLAN

Olympic Water & Sewer, Inc.
781 Walker Way
Port Ludlow, Washington 98365
VCP Identification No. SW1311

Prepared for: Olympic Property Group and
Pope Resources, LP

Project No. 130046-001-02 • July 20, 2015 Final

Aspect Consulting, LLC

Kirsi S. Longley
Environmental Scientist
klongley@aspectconsulting.com



William Velte Goodhue

William V. Goodhue, LHG
Sr. Associate Hydrogeologist
cgoodhue@aspectconsulting.com

W:\130046 OPG Port Ludlow Property\Deliverables\Covenant & Monitoring Plan\Groundwater Monitoring Plan\Final\Groundwater Monitoring Plan - Final.docx

Contents

Acronyms	iii
1 Introduction	1
1.1 Objectives and Data Needs	1
1.2 Site Description and Environmental Setting.....	1
1.3 Geology	2
1.4 Hydrogeology	2
2 Groundwater Monitoring Program	3
2.1 Groundwater Monitoring Well Network	3
2.2 Constituents of Concern	4
2.3 Cleanup Levels.....	5
2.4 Monitoring Program Schedule	5
2.5 Monitoring Protocols.....	5
2.5.1 Well Inspection	5
2.5.2 Groundwater Sampling	6
2.5.3 Stream Sampling	7
2.5.4 Sample Custody	8
2.6 Management of Investigation-Derived Waste	8
2.7 Reporting.....	8
3 Quality Assurance/Quality Control Plan.....	10
3.1 Field QA/QC	10
3.1.1 Field Duplicates	10
3.1.2 Trip Blanks	10
3.1.3 Equipment Rinsate Blanks.....	10
3.2 Laboratory QA/QC.....	11
3.3 Data Management and Validation	11
4 References	12
Limitations.....	13

List of Tables

1	Summary of Groundwater Elevation Data
2	Summary of Groundwater Analytical Data

List of Figures

- 1 Site Location Map
- 2 Site Plan

List of Appendices

- A Ecology Opinion Letter
- B Well Construction Logs

Acronyms

Aspect	Aspect Consulting, LLC
BTEX	benzene, toluene, ethylbenzene and xylenes
bgs	below ground surface
CUL	Cleanup level
Ecology	Washington Department of Ecology
FFS	Focused Feasibility Study
gpm	gallons per minute
mg/kg	milligrams/kilograms
mg/L	milligrams per liter
µg/L	micrograms per liter
MNA	monitored natural attenuation
MTCA	Model Toxics Control Act
NFA	No Further Action
OPG	Olympic Property Group and Pope Resources, LP
OWSI	Olympic Water & Sewer, Inc. Site
RI	Remedial Investigation
SAP	Sampling Analysis Plan
SVE	soil vapor extraction
TPH	total petroleum hydrocarbons
UST	underground storage tanks
VCP	Voluntary Cleanup Program
VOC	volatile organic compound
WAC	Washington Administrative Code

1 Introduction

Aspect Consulting, LLC (Aspect) has prepared this Groundwater Monitoring Plan (Monitoring Plan), on behalf of Olympic Property Group and Pope Resources, LP for the Olympic Water & Sewer, Inc. (OWSI) property located at 781 Walker Way in Port Ludlow, Washington (herein referred to as the Site). This plan has been prepared in accordance with the Washington State Model Toxics Control Act Cleanup Regulation (MTCA), as established in Chapter 173-340 of the Washington Administrative Code (WAC) 173-340. Groundwater monitoring activities described in this plan will be performed under the Washington State Department of Ecology (Ecology) Voluntary Cleanup Program (VCP) and in compliance with the OWSI Restrictive Environmental Covenant recorded for Tax Parcel No.:821084004. The Site was entered in the Ecology VCP in 2013, and was assigned identification number SW1311.

This Monitoring Plan has been developed to confirm continued compliance with the recommended cleanup action alternative for the Site described in the *Focused Feasibility Study* dated September 24, 2013 (FFS [Aspect, 2013]). The recommended cleanup action alternative identified in the FFS includes the completed soil removal and monitored natural attenuation (MNA) with an Environmental Covenant. Ecology has provided an opinion that upon completion of the recommended cleanup action alternative, no further remedial action will be necessary to clean up contamination at the Site (Ecology, 2014; Appendix A).

1.1 Objectives and Data Needs

This Monitoring Plan describes groundwater compliance monitoring activities that will take place during a review period of 5 years, in advance of Ecology's initial 5-Year Site Review. The objective of the long-term monitoring is to collect sufficient data to confirm that monitored natural attenuation of gasoline-range petroleum hydrocarbons and BTEX in groundwater is progressing and remains adequately protective of human health and the environment. Tables 1 and 2 include historical groundwater elevation and analytical data.

1.2 Site Description and Environmental Setting

The Site is located in Section 8, Township 28 North, Range 1 East in Port Ludlow, Washington (Figure 1). Identified as Jefferson County Parcel No. 821084004, the Site consists of an approximately 2.2-acre parcel of land located approximately ½-mile northwest of the Port Ludlow bay. The Site is located at the southwest corner of the intersection of Walker Way and Rainer Lane at 781 Walker Way (Figure 2).

The parcel is partially developed with an OWSI operations and maintenance facility, which consists of an approximate ½-acre area that includes an office/shop/garage building (garage building), a public water supply well (i.e., Well #2) and associated pump house building, and a storage trailer (Figure 2). The ground surface within the developed portion of the Site is primarily unpaved, except for a narrow asphalt driveway that runs down the center of the OWSI facility from Walker Way to approximately the storage trailer.

The ground surface elevation proximate to the northern property boundary of the Site is approximately 290 feet above mean sea level (Google Earth, 2013). The ground surface of the OWSI facility slopes gently toward the southwest (Figure 2). Areas surrounding the facility are undeveloped and covered with dense vegetation. A densely vegetated gully, containing an intermittent seasonal stream, is located to the west of the OWSI facility (Figure 2).

1.3 Geology

Site soils consist of dense glacial advance outwash (sand, gravel, and silt units) with interbedded lacustrine silts to the maximum depth drilled (approximately 60 feet below ground surface [bgs]). Specifically, thin surficial gravel fill is underlain by a sand (silty to gravelly) to gravel unit that is approximately 29 to 43 feet thick.

Beneath the central and southern parts of the property, a 5- to 10-foot-thick sandy silt to silt is interbedded within the sand to gravel unit. The sand to gravel unit is underlain by clayey to gravelly silt that is 15 to more than 23 feet thick. At the northern and central parts of the OWSI facility, the clayey to gravelly silt unit is overlain by a silty sand that is up to 11 feet thick. In the central part of the OWSI facility (at MW-1 and MW-2), the top of the clayey to gravelly silt occurs at an elevation of approximately 251 feet above the NAVD 88 datum, while at the northern, southern, and eastern parts of the facility (at MW-4, MW-3, and MW-5, respectively), the clayey to gravelly silt occurs at higher elevations (approximately 260 to 263 feet above the NAVD 88 datum).

At MW-2, MW-3, and MW-4, a gravelly sand to sand and gravel that is approximately 5 to 7.5 feet thick is interbedded within the clayey to gravelly silt unit (SLR, 2010). At MW-1, the clayey to gravelly silt unit is underlain by silty sand that extends beyond the bottom of the boring. According to the driller's log for the water supply well (Well #2) located in the northern part of the property, a thick sequence of clay and cemented sand occurs from approximately 49 to 215 feet bgs (SLR, 2010).

1.4 Hydrogeology

Shallow groundwater at the Site occurs as a shallow perched groundwater bearing zone within the glacial advance outwash and lacustrine deposits at depths above approximately 60 bgs. Deeper regional water-bearing units are present beneath a thick aquitard comprised of clay and cemented silty sand. These deep water-bearing units at Well #2 occur at depths of between 215 and 245 feet bgs, which is greater than 150 feet below the top of the aquitard and base of the shallow perched groundwater bearing zone.

In early April 2011, the depths of the shallow perched groundwater bearing zone in the Site monitoring wells and SVE points ranged from 19.80 to 36.98 feet below the tops of the well casings, and the groundwater elevations ranged from 256.89 to 275.85 feet above the NAVD 88 datum (Table 1). At wells MW-1 through MW-4, the groundwater elevations in April 2011 were 3.32 to 5.68 feet higher than in October 2010, and from June 2010 to April 2011, the groundwater fluctuations in the wells ranged from 3.81 to 5.68 feet. The higher groundwater elevations in April 2011 likely reflect seasonal recharge from infiltration of precipitation during the autumn and winter months.

The shallow perched groundwater bearing zone occurs within the sand to gravel unit, and is perched on top of the underlying clayey to gravelly silt unit (SLR, 2011). During periods of seasonal recharge, groundwater appears to collect above the silt and overlying silty sand units. In areas where the silty sands and silts are present at higher elevations, the groundwater elevations are higher. For example, groundwater elevations were 266.35 feet at MW-3, 273.19 feet at SVE-1, 273.38 at MW-4, and 274.07 feet at SVE-2 (SLR, 2011). This groundwater is hydraulically continuous with the deeper perched groundwater intercepted by wells MW-1 and MW-2. The horizontal hydraulic conductivity of the sand to gravel unit is expected to be significantly (i.e., orders of magnitude) greater than the vertical hydraulic conductivity of the underlying silt and silty sand. Therefore, groundwater accumulating above the 265-foot elevation is expected to primarily flow laterally toward the gravels encountered at MW-2, or toward the intermittent stream in the gulley to the west.

The groundwater flow within the shallow perched groundwater bearing zone appears to be controlled by the geometry of the clayey to gravelly silt, with flow converging into the low point of the top of the silt unit (SLR, 2010). As described above, the elevation of the silt unit is about 10 feet lower in the central part of the OWSI facility than at the northern, southern, and eastern parts of the facility. This interpretation is consistent with elevated petroleum hydrocarbon concentrations occurring in the groundwater at wells MW-1 and MW-2 (SLR, 2011). Based on the known clayey to gravelly silt geometry and the area of petroleum hydrocarbon-impacted groundwater, there appears to be a flow component to the south-southwest (SLR, 2011). Perched groundwater appears to discharge to the intermittent stream at locations near the southern end of the property.

2 Groundwater Monitoring Program

This section describes the monitoring well network, constituents of concern (COCs) and analytical methods, cleanup levels, sampling protocols, and schedule for the compliance groundwater monitoring activities.

2.1 Groundwater Monitoring Well Network

The long-term groundwater monitoring network at the Site consists of all of the existing monitoring wells on the Site (MW-1, MW-2, MW-3, MW-4, and MW-5), the water supply well (Well #2), and the intermittent stream. Well construction logs for these monitoring wells and Well #2 are provided in Appendix B. Historically, all of the monitoring wells have had at least one detection of gasoline-range petroleum hydrocarbons and BTEX above the method detection limits (MDLs); however, concentrations exceeding MTCA Method A cleanup levels have only been observed in MW-1, MW-2, and MW-4 (Table 2). Monitoring wells MW-1, MW-2, and MW-4 will therefore represent the source area wells. Monitoring well MW-3 will serve generally as a down-gradient, or sentinel well, of the shallow groundwater plume. Monitoring well MW-5 will represent the up-gradient well as it is outside of the plume boundary. Water supply Well #2 and the southern most accessible on-property point of the seasonal intermittent stream will serve as monitoring points to ensure that all receptors are being protected.

The monitoring wells described in this Monitoring Plan will be maintained such that there will be clear access to these devices and they will be protected from damage. However, over time, wells may require replacement if they are damaged or if they no longer meet the goals of the long-term monitoring program. Consistent with the Environmental Covenant, any damage to any monitoring device will be reported to Ecology within 48 hours of discovery. Unless Ecology approves an alternative plan in writing, the damaged well will be repaired or replaced and a report documenting this work will be submitted to Ecology within 30 days of work completion. Damaged wells beyond repair or discontinued monitoring wells will be decommissioned in accordance with WAC 173-160-460 and replacement wells will be installed in accordance with WAC 173-160.

2.2 Constituents of Concern

The COCs and analytical methods identified for this Monitoring Plan include:

- Gasoline-range total petroleum hydrocarbons (TPH) by Northwest Method NWTPH-Gx; and
- BTEX – Benzene, Toluene, Ethylbenzene, Xylenes (EPA Method 8021B).

Analysis for fuel additives and other petroleum components including methyl tertiary-butyl ether (MTBE); 1,2-dibromoethane; 1,2-dichloromethane; lead; and naphthalenes were conducted during previous investigation phases at the Site. These constituents were either not detected above the laboratory reporting limit, or were detected at concentrations less than MTCA Method A Cleanup Levels and therefore do not require further analysis during the long-term groundwater monitoring.

In order to evaluate the efficacy of MNA, geochemical indicator constituents will also be analyzed during each of the groundwater monitoring events. The indicator constituents and their respective analytical methods include:

- Sulfate (SM4500SO₄ or EPA 300.0)
- Nitrate + Nitrite (SM4500NO₃ or EPA Method 353.2)
- Ferrous Iron (Fe⁺² soluble [SM3500-Fe-D])
- Manganese (Mn⁺² soluble [EPA 200.8])
- Methane (RSK 175)
- Alkalinity (SM2320B)

2.3 Cleanup Levels

As described in the FFS, the cleanup levels for the Site are MTCA Method A Unrestricted Land Use groundwater screening concentrations. MTCA Method A is appropriate because the Site meets the criteria of WAC 173-340-704(1) because there are few hazardous substances at the Site, it qualifies as a routine cleanup action, and numerical Method A standards have been established for the COCs. The applicable MTCA Method A cleanup levels for groundwater are:

- Gasoline-range TPH – 800 micrograms per liter ($\mu\text{g/l}$);
- Benzene – 5 $\mu\text{g/l}$;
- Toluene – 1,000 $\mu\text{g/l}$;
- Ethylbenzene – 700 $\mu\text{g/l}$; and
- Total xylenes – 1,000 $\mu\text{g/l}$.

2.4 Monitoring Program Schedule

The preferred remedial alternative identified in the 2013 FFS includes the completed soil removal and MNA with an Environmental Covenant. Ecology agreed in their February 11, 2014 Opinion Letter (Appendix A) that this preferred remedial alternative is acceptable. In accordance with the FFS and Ecology's Opinion Letter, long-term groundwater monitoring including MNA evaluation, will be completed at the 6 wells and intermittent stream at the following frequency:

- 4 quarters of monitoring in Year 1; and
- Annual monitoring in Years 2–5.

Gasoline-range TPH and BTEX will be analyzed for all samples collected at each of the groundwater compliance points (i.e., monitoring wells MW-1 through MW-5, water supply Well #2, and the intermittent stream). Secondary geochemical indicators will be analyzed annually in the monitoring well samples.

The above schedule and analytical list are subject to review and modification following Ecology's 5-Year review. The first quarterly sampling event will be completed by the end of 2015.

2.5 Monitoring Protocols

2.5.1 Well Inspection

All monitoring wells are protected by flush-mount or stick-up monuments that are locked. Expansion well caps are installed in all of the 2-inch well casings and provide a water-tight seal. An inspection of the condition of each in-service monitoring well will be completed during each sampling event. Field personnel will take note of the condition of the monument, well cap, and well casing, and identify required maintenance activities.

2.5.2 Groundwater Sampling

Groundwater samples will be collected and handled from the monitoring wells and the production well in accordance with the procedures described below:

- The locking well cap will be removed and the depth-to-groundwater will be measured from the surveyed location to the nearest 0.01 foot using an electronic water level measuring device. The depth to the bottom of the monitoring well will also be measured to evaluate siltation of the monitoring well. The water level indicator will be decontaminated between wells. To prevent bacteriological and cross-contamination in Well #2, the electronic water level measuring device will be decontaminated with dilute chlorine bleach prior to lowering the electronic water level measuring device in that well (DOH, 2009).
- Each monitoring well, with the exception of Well #2, will be purged at a low-flow rate less than 0.5 liter per minute (Puls and Barcelona, 1996) using a portable bladder pump with disposable tubing and bladders. The pump intake will be placed just below the center of the saturated section of well screen. During purging, field parameters (temperature, pH, specific electrical conductance, dissolved oxygen, and oxidation-reduction potential [ORP]) will be monitored using a YSI meter and flow-through cell, or equivalent. These field parameters will be recorded at 2- to 4-minute intervals throughout well purging until they stabilize. Stabilization is defined as three successive readings where the parameter values vary by less than 10% (or 0.5 milligrams per liter [mg/L] dissolved oxygen if the readings are below 1 mg/L). However, no more than three well casing volumes will be purged prior to groundwater sample collection. Three turbidity measurements will also be made before collecting the sample (Hach 2100Q turbidimeter).
 - Assuming Well #2 is equipped with an operating pump, the tap closest to the wellhead will be selected for sampling. The water will be allowed to run for approximately 10 minutes to flush the lines (WADOH, 2003). If a pressure-equalizing tank is located before the closest tap, the approximate volume of the tank will be flushed prior to sample collection. During the purge, water will be collected periodically for measurement of field parameters. Once the field parameters stabilize, the sample will be collected for chemical analysis. Sampling Well #2 using the existing infrastructure eliminates the risk of bacteriological and cross-contamination to the drinking water supply.
- If the monitoring well is completely dewatered during purging, samples will be collected when sufficient recharge has occurred to allow filling of all sample containers.
- Once purging is complete, the groundwater samples will be collected using the same low-flow rate directly into laboratory-supplied sample containers.
- Each groundwater sample will be assigned a unique sample identification number that includes the well number and the 6-digit date on which the sample was collected. For example, a groundwater sample collected from monitoring well MW-1 on June 30, 2014, would be identified as MW-1-063014.

- QC groundwater samples (e.g., field duplicates and trip blanks) will be collected at a frequency of 1 per sampling event.
- Following sampling, the wells cap and monument cap will be secured. Each well's dedicated tubing will be retained in a labeled Ziploc bag for subsequent sampling events. Any damaged or defective well caps or monuments will be noted and scheduled for replacement, if necessary.
- While conducting field work, the field representative will document pertinent observations and events, specific to each activity, on field forms (e.g., groundwater sampling form) and/or in a field notebook, and, when warranted, provide photographic documentation of specific sampling efforts. Field notes will include a description of the field activity, sample descriptions, field equipment used, and associated details such as the date, time, weather, and field conditions.

2.5.3 Stream Sampling

Stream samples will be collected and handled in accordance with the procedures described below:

- The sample will be collected as close as practicable to the same location that SLR sampled the intermittent stream in 2011, as depicted on Figure 4 from SLR's May 8, 2012 letter (Appendix F of Aspect's FFS).
- When the appropriate stream sample location has been identified, any obvious signs of petroleum contamination, such as odors or sheens, will be noted.
- A water sample will be collected from the stream from approximately mid-depth using a peristaltic pump and dedicated tubing (polyethylene tubing with a short length of silicon tubing through the pump head). If it is not feasible to use a peristaltic pump at the stream edge, a mid-depth stream water could be collected using a laboratory-provided clean, non-preserved vessel, before transferring the water into the appropriate sample containers.
- The stream water will be pumped directly into laboratory-supplied sample containers.
- While conducting field work, the field representative will document pertinent observations and events, specific to each activity, on field forms (e.g., groundwater sampling form) and/or in a field notebook, and, when warranted, provide photographic documentation of specific sampling efforts. Field notes will include a description of the field activity, sample descriptions, and associated details such as the date, time, and field conditions.
- Each stream sample will be assigned a unique sample identification number that includes the 6-digit date on which the sample was collected. For example, a stream sample collected on June 30, 2014, would be identified as Stream-063014.
- Purge water shall be drummed and temporarily stored at the facility until proper disposal is arranged.

2.5.4 Sample Custody

Upon collection, samples will be placed upright in a cooler. Ice or blue ice will be placed in each cooler to meet sample preservation requirements. Inert cushioning material will be placed in the remaining space of the cooler as needed to limit movement of the sample containers. If the sample coolers are being shipped, not hand carried, to the laboratory, the COC form will be placed in a waterproof bag taped to the inside lid of the cooler for shipment.

After collection, samples will be maintained in Aspect's custody until formally transferred to the analytical laboratory. For purposes of this work, custody of the samples will be defined as follows:

- In plain view of the field representatives;
- Inside a cooler that is in plain view of the field representative; or
- Inside any locked space such as a cooler, locker, car, or truck to which the field representative has the only immediately available key(s).

A COC record provided by the laboratory will be initiated at the time of sampling for all samples collected. The record will be signed by the field representative and others who subsequently take custody of the sample. Couriers or other professional shipping representatives are not required to sign the COC form; however, shipping receipts will be collected and maintained as a part of custody documentation in project files. A copy of the COC form with appropriate signatures will be kept by Aspect's project manager.

Upon sample receipt, the laboratory will fill out a cooler receipt form to document sample delivery conditions. A designated sample custodian will accept custody of the shipped samples and will verify that the COC form matches the samples received. The laboratory will notify the Aspect project manager, as soon as possible, of any issues noted with the sample shipment or custody.

2.6 Management of Investigation-Derived Waste

All non-disposable sampling equipment (e.g., portable bladder pumps) will be decontaminated before collection of each sample. The decontamination sequence consists of a scrub with a non-phosphate (Alconox) solution, followed by tap water (potable) rinse, and finished with thorough spraying with deionized or distilled water.

Investigation-derived waste (IDW) water generated during equipment decontamination and monitoring well sampling will be containerized in labeled drums. The drums of IDW will be temporarily consolidated on-site, profiled (in accordance with applicable waste regulations) based on available analytical data, and disposed of appropriately at a permitted off-site disposal facility. Containers of IDW will be on site less than 90 days from date of generation.

Documentation for off-site disposal of IDW will be maintained in the project file.

2.7 Reporting

Monitoring results will be documented in a summary report. The reports will include:

- Tables summarizing the analytical results and groundwater elevations.
- Summary of findings relative to applicable cleanup levels.
- A discussion of data outliers that could indicate the need for follow-up action.
- Quality Assurance/Quality Control review.
- Laboratory analytical reports.

Hard copy reports will be submitted to Ecology's assigned project manager and data will be uploaded to Ecology's EIM system. The analytical results for Well #2 will be submitted to WA State Office of Drinking Water within 5 days of receipt of the final analytical report. The Well #2 sample results will also be included in the annual report to Jefferson County.

3 Quality Assurance/Quality Control Plan

This QAPP identifies QC procedures and criteria required to ensure that data collected are of known quality and acceptable to achieve project objectives. Specific protocols and criteria are also set forth in this QAPP for data quality evaluation, upon the completion of data collection, to determine the level of completeness and usability of the data. It is the responsibility of the project personnel performing or overseeing the sampling and analysis activities to adhere to the requirements of the monitoring protocols and this QAPP.

3.1 Field QA/QC

3.1.1 Field Duplicates

During each sampling event, one field duplicate sample will be collected and analyzed for the monitoring well COCs. The intent of field duplicates is to indicate field and laboratory precision and reproducibility; however, the field duplicate sample results include variability introduced during both field sampling and laboratory preparation and analysis, and EPA data validation guidance provides no specific evaluation criteria for field duplicate samples. Advisory evaluation criteria are set forth at 35% for RPD (if both results are greater than 5 times the RL) and 2 times the RLs for concentration difference (if either of the result is less than 5 times the RL) between the original and field duplicate results.

3.1.2 Trip Blanks

Trip blank samples will be used to monitor possible VOC cross contamination occurring during sample transport. Trip blank samples are prepared and supplied by the laboratory using organic-free reagent-grade water into a VOC vial prior to the collection of field samples. The trip blank sample vials are placed with and accompany the VOC and gasoline-range TPH samples through the entire transporting process. One trip blank will be collected for each groundwater sampling round where VOC or gasoline-range TPH analyses are conducted.

In case a target compound is present in a trip blank, results for all samples shipped with this trip blank will be evaluated and data qualified accordingly if determined that the results are affected.

3.1.3 Equipment Rinsate Blanks

Equipment rinsate blanks are collected to determine the potential of cross-contamination introduced by non-dedicated equipment (e.g., bladder pump) that is used between samples. The deionized water (obtained from the laboratory) used for non-dedicated equipment decontamination is rinsed through the decontaminated sampling equipment and collected into adequate sample containers for analysis of VOCs. The blank is then processed, analyzed, and reported as a regular field sample. The rinsate blank collection frequency will be one per 20 samples that are collected.

3.2 Laboratory QA/QC

The laboratories' analytical procedures must meet requirements specified in the respective analytical methods or approved laboratory standard operating procedures (SOPs), e.g., instrument performance check, initial calibration, calibration check, blanks, surrogate spikes, internal standards, and/or labeled compound spikes. Specific laboratory QC analyses required for this project will consist of the following at a minimum:

- Instrument tuning, instrument initial calibration, and calibration verification analyses as required in the analytical methods and the laboratory standard operating procedures (SOPs);
- Laboratory and/or instrument method blank measurements at a minimum frequency of 5% (1 per 20 samples) or in accordance with method requirements, whichever is more frequent; and
- Accuracy and precision measurements will be collected at a minimum frequency of 5% (1 per 20 samples) or in accordance with method requirements, whichever is more frequent. In cases where a pair of MS/MSD or MS/laboratory duplicate analyses are not performed on a project sample, a set of LCS/LCSD analyses will be performed to provide sufficient measures for analytical precision and accuracy evaluation.

The laboratory's QA officers are responsible for ensuring that the laboratory implements the internal QC and QA procedures detailed in the laboratory's Quality Assurance Manual.

3.3 Data Management and Validation

The groundwater quality data will be managed in a project database operated by Aspect and will be uploaded to Ecology's EIM database. The Aspect database manager will verify the completeness and correctness of all laboratory deliverables (i.e., laboratory report and EDDs) before releasing the deliverables for data validation. Field and laboratory quality control will be validated in accordance with EPA National Functional Guidelines for organic and inorganic analyses (EPA 2008 and 2010, respectively), and laboratory defined QC limits, with regard to the following (as appropriate to the particular analysis): sample documentation/custody, holding times, reporting limits, blank/rinse samples, and surrogate percent recoveries, laboratory duplicates, field duplicates, comparability, and completeness.

4 References

- Aspect Consulting, LLC (Aspect), 2013, Focused Feasibility Study, Olympic Water & Sewer, Inc. Site, 781 Walker Way, Port Ludlow, Washington, VCP Identification No. SW1311, September 24, 2013.
- Google Earth, 2013, Imagery Date July 5, 2012. (Accessed August 6, 2013).
- Puls, R.W. and M.J. Barcelona, 1996, Low-Flow (Minimal Drawdown) Ground-Water Sampling Procedures, EPA Ground Water Issue, EPA/540/S-95/504.
- SLR International Corporation (SLR), 2010, Site Characterization Report, Olympic Water & Sewer, Inc. Property, 781 Walker Way, Port Ludlow, Washington, December 17, 2010.
- SLR, 2011, Additional Investigation Report, Olympic Water & Sewer, Inc. Property, 781 Walker Way, Port Ludlow, Washington, August 2, 2011.
- SLR, 2012, Soil Vapor Extraction Pilot Test Report, Olympic Water & Sewer, Inc. Facility, 781 Walker Way, Port Ludlow, Washington, May 8, 2012.
- USEPA, 2008, Contract Laboratory Program National Functional Guidelines for Superfund Organic Methods Data Review, Office of Superfund Remediation and Technical Innovation, U.S. Environmental Protection Agency, June 2008, USEPA-540-R-08-01.
- USEPA, 2010, Contract Laboratory Program National Functional Guidelines for Inorganic Superfund Data Review, Office of Superfund Remediation and Technical Innovation, U.S. Environmental Protection Agency, January 2010, USEPA 540/R-10/011.
- Washington State Department of Ecology (Ecology), 2014, Letter to Tom Ringo, OPG/Pope Resources, LP, From Thomas Middleton, SWRO Toxics Cleanup Program, Re: Opinion on Proposed Cleanup of the Olympic Water & Sewer Inc. site, February 11, 2014.
- Washington State Department of Health (WADOH), 2003, General Sampling Procedure, DOH PUB #331-219, July 2003.
- WADOH, 2009, Measuring Water Levels in Wells, DOH 331-428, January 2009.

Limitations

Work for this project was performed for Olympic Property Group and Pope Resources, LP (Client), and this report was prepared in accordance with generally accepted professional practices for the nature and conditions of work completed in the same or similar localities, at the time the work was performed. This report does not represent a legal opinion. No other warranty, expressed or implied, is made.

All reports prepared by Aspect Consulting for the Client apply only to the services described in the Agreement(s) with the Client. Any use or reuse by any party other than the Client is at the sole risk of that party, and without liability to Aspect Consulting. Aspect Consulting's original files/reports shall govern in the event of any dispute regarding the content of electronic documents furnished to others.

TABLES

Table 1 - Summary of Groundwater Elevation Data

Project No. 130046-001-02, Olympic Water and Sewer, Inc. Site
781 Walker Way, Port Ludlow, Washington

Well Number	Top of Casing Elevation ^a (feet)	Date Measured	Depth to Groundwater ^b (feet)	Groundwater Elevation (feet)
MW-1	294.02	06/14/10	41.33	252.69
		10/20/10	40.30	253.72
		04/08/11	36.98	257.04
MW-2	293.79	06/14/10	39.63	254.16
		10/20/10	40.71	253.08
		04/08/11	36.90	256.89
MW-3	289.37	06/14/10	25.19	264.18
		10/20/10	28.70	260.67
		04/08/11	23.02	266.35
MW-4	295.33	06/14/10	23.92	271.41
		10/20/10	26.67	268.66
		04/08/11	21.95	273.38
MW-5 ^c	299.40	04/08/11	23.55	275.85
SVE-1	294.41	04/08/11	21.22	273.19
SVE-2	293.87	04/08/11	19.80	274.07

Notes:

^aTop of casing elevations were surveyed relative to the NAVD 88 datum.

^bDepth to groundwater measured in feet below top of PVC casing.

^cThe top of the casing of MW-5 is 2.92 feet above the ground surface. All of the other wells and the soil vapor extraction points are flush-grade completions.

Table 1

Table 2 - Summary of Groundwater Analytical Data

Project No. 130046-001-02, Olympic Water and Sewer, Inc. Site
781 Walker Way, Port Ludlow, Washington

Well Number	Date Collected	Gasoline-range TPH ^a	Analytical Results (µg/L)									
			Benzene ^b	Toluene ^b	Ethylbenzene ^b	Total Xylenes ^b	Naphthalene ^b	MTBE ^b	EDC ^b	EDB ^c	Total Lead ^d	
MTCA Method A Cleanup Levels ^e	06/14/10	800	5	1,000	700	1,000	160 ^f	20	5	0.01	15	
	10/20/10	990	110	45	1.10	186	<1	<1	<1	<0.01	<1	
	04/07/11	1,900	520	140	110	221	15	NA	NA	NA	NA	
MW-1	04/07/11	3,000	530	82	160	120	NA	NA	NA	NA	NA	
	06/14/10	8,400	2,100	620	960	650	100	<1	<1	<0.01	<1	
	10/20/10	3,900	1,300	290	430	530	35	NA	NA	NA	NA	
MW-2	04/07/11	5,600	500	730	160	410	NA	NA	NA	NA	NA	
	06/14/10	<100	0.36	<1	<1	<3	<1	<1	<1	<0.01	<1	
	10/20/10	<100	<0.35	<1	<1	<3	<1	NA	NA	NA	NA	
MW-3	04/07/11	<100	<1	<1	<1	<3	NA	NA	NA	NA	NA	
	06/14/10	<100	<0.35	<1	<1	<3	<1	<1	<1	<0.01	<1	
	10/20/10	<100	<0.35	<1	<1	<3	<1	NA	NA	NA	NA	
MW-4	04/08/11	380	5.30	75	13	47	NA	NA	NA	NA	NA	
	04/08/11	220	3.40	43	7.80	25	NA	NA	NA	NA	NA	
	04/07/11	34,000	550	5,700	350	3,300	NA	NA	NA	NA	NA	
SVE-1	04/07/11	2,000	5.0	14	18	35	NA	NA	NA	NA	NA	
SVE-2	04/07/11											

Notes:

µg/L = micrograms per liter (ppb).

Values shaded and in bold exceed the groundwater cleanup levels.

NA = Not analyzed.

^aGasoline-range TPH by Northwest Method NWTPH-Gx or 8260c.

^bBenzene, toluene, ethylbenzene, and total xylenes (BTEX), naphthalene, methyl tertiary butyl ether (MTBE), and 1,2-dichloroethane (EDC) by EPA Method 8260C, or

^c1,2-dibromoethane (EDB) by EPA Method 8011 Modified.

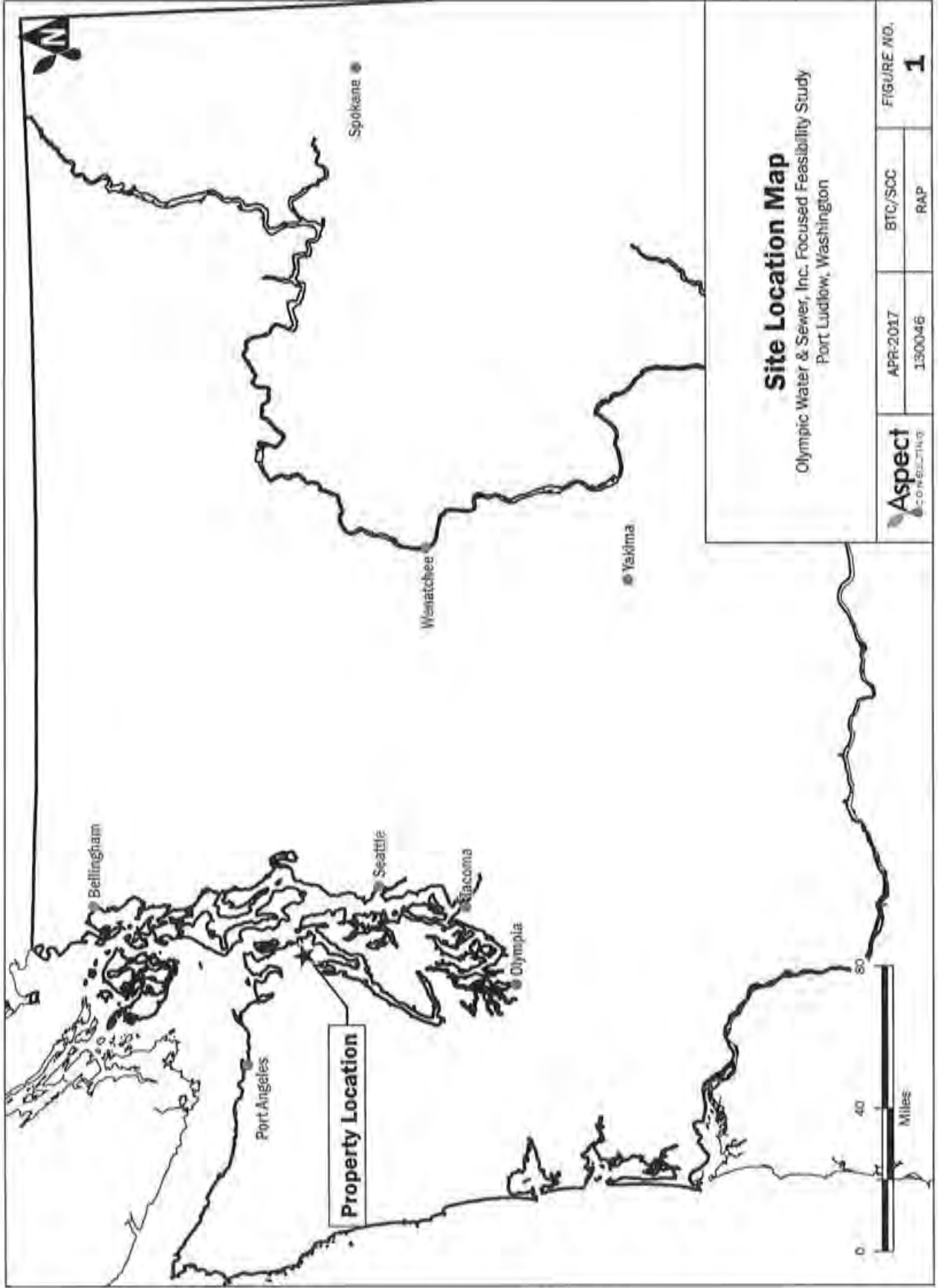
^dTotal lead by EPA Method 200.8.

^eChapter 173-340 WAC, Model Toxics Control Act (MTCA) Cleanup Regulation, Method A Cleanup Levels. Amended 2007.

^fThe cleanup level is the total value for naphthalene, 1-methyl naphthalene, and 2-methyl naphthalene.

Data from this table is from Site Characterization Report, Olympic Water & Sewer, Inc. Property, 781 Walker Way, Port Ludlow, Washington dated December 17, 2010 prepared by SLR and Additional Investigation Report, Olympic Water & Sewer, Inc. Property, 781 Walker Way, Port Ludlow, Washington dated August 2, 2011, prepared by SLR.

FIGURES



Site Location Map
 Olympic Water & Sewer, Inc. Focused Feasibility Study
 Port Ludlow, Washington

	APR-2017	BTC/SOC	FIGURE NO.
	130046	RAP	1

APPENDIX A

Ecology Opinion Letter



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47775 • Olympia, Washington 98504-7775 • (360) 407-6300

February 11, 2014

Mr. Tom Ringo
OPG/Pope Resources, LP
19950 7th Avenue NE, Suite 200
Poulsbo, WA 98370

FEB 11 2014

Re: Opinion on Proposed Cleanup of the following Site:

- **Site Name:** Olympic Water & Sewer Inc.
- **Site Address:** 781 Walker Way, Port Ludlow, WA 98365
- **Cleanup Site ID:** 1196
- **Facility/Site No.:** 62223345
- **VCP Project No.:** SW1311

Dear Mr. Ringo:

The Washington State Department of Ecology (Ecology) received your request for an opinion on your proposed cleanup of the Olympic Water & Sewer Inc. facility (Site). This letter provides our opinion. We are providing this opinion under the authority of the Model Toxics Control Act (MTCA), Chapter 70.105D RCW.

Issue Presented and Opinion

Upon completion of the proposed cleanup, will further remedial action likely be necessary to clean up contamination at the Site?

No. Ecology has determined that, upon completion of your proposed cleanup action, no further remedial action will be necessary to clean up contamination at the Site.

This opinion is based on an analysis of whether the remedial action meets the substantive requirements of MTCA, Chapter 70.105D RCW, and its implementing regulations, Chapter 173-340 WAC (collectively "substantive requirements of MTCA"). The analysis is provided below.

Description of the Site

This opinion applies only to the Site described below. The Site is defined by the nature and extent of contamination associated with the following release:



- Petroleum Hydrocarbons in the Soil, Groundwater, and Air.

Enclosure A includes a detailed description and diagram of the Site, as currently known to Ecology.

Please note a parcel of real property can be affected by multiple sites. At this time, we have no information that the parcel(s) associated with this Site are affected by other sites.

Basis for the Opinion

This opinion is based on the information contained in the following documents:

1. Focused Feasibility Study, Olympic Water & Sewer, Inc. Site, 781 Walker Way, Port Ludlow, WA, dated September 24, 2013 by Aspect Consulting, LLC (Aspect).
2. Soil Vapor Extraction Pilot Test Report, Olympic Water & Sewer, Inc. Facility, 781 Walker Way, Port Ludlow, WA, dated May 8, 2012 by SLR International Corp. (SLR).
3. Additional Investigation Report, Olympic Water & Sewer, Inc. Facility, 781 Walker Way, Port Ludlow, WA, dated August 2, 2011 by SLR.
4. Site Hazard Assessment, Olympic Water & Sewer, Inc. Site, 781 Walker Way, Port Ludlow, WA, dated April 26, 2011 by the Washington State Department of Ecology.
5. Site Characterization Report, Olympic Water & Sewer, Inc. Site, 781 Walker Way, Port Ludlow, WA, dated December 17, 2010 by SLR.
6. Well 17 Site Contamination, Initial Findings, and Recommendations, Olympic Water & Sewer, Inc. Site, 781 Walker Way, Port Ludlow, WA, dated April 26, 2009 by Robinson-Noble, Inc.
7. Hydrocarbon Contamination Assessment and Underground Storage Tank Removal, Port Ludlow Water District, Port Ludlow, WA, dated March 4, 1991 by Applied Geotechnology Inc., (AGI).

These documents are kept in the Central Files of the Southwest Regional Office of Ecology (SWRO) for review by appointment only. You can make an appointment by calling the SWRO resource contact at (360) 407-6365.

This opinion is void if any of the information contained in these documents is materially false or misleading.

Analysis of the Cleanup

Ecology has concluded that, upon completion of your proposed cleanup, **No further remedial action** will likely be necessary to clean up contamination at the Site. That conclusion is based on the following analysis:

I. Characterization of the Site.

Ecology has determined your characterization of the Site is sufficient to establish cleanup standards and select a cleanup action. The Site as presently known is described below.

The Site is currently developed with an Olympic Water and Sewer operations and maintenance facility, which consists of an approximately ½-acre area that includes an office/shop/garage building, a public water supply well (Well #2) and associated pump house, and a storage trailer.

In September 1990, Applied Geotechnical, Inc. (AGI) removed three gasoline underground storage tanks (USTs) at the Site. A 1,000-gallon gasoline UST was located beneath the floor in the northern garage bay, a 2,000-gallon UST was located outside (west) of the northern garage bay, and another 2,000-gallon UST was located approximately 40 feet south of the garage. Following removal, confirmation soil samples were collected from each of the excavations. The results of the sampling indicated that the floor samples from both the 1,000-gallon UST and the northern 2,000-gallon UST [3,000 and 963 milligrams per kilogram (mg/kg), respectively] exceeded the MTCA Method A Cleanup Level for gasoline-range total petroleum hydrocarbon (TPH-Gx) in place at that time [100 milligrams per kilogram (mg/kg)]. Based on these results, additional soil was excavated from both the 1,000-gallon UST and the northern 2,000-gallon UST areas. The UST within the building was excavated to approximately 10 feet below ground surface (bgs) before halting due to concerns for the building structure. The northern 2,000-gallon UST excavation was extended to approximately 12 feet bgs. Samples were collected and submitted to the laboratory for analysis of TPH-Gx. The floor sample from the northern 2,000-gallon UST was 30 mg/kg TPH-Gx, below the MTCA Method A Cleanup Level in place at that time. The floor sample from the 1,000-gallon UST excavation was 1,237 mg/kg TPH-Gx, greater than the MTCA Method A Cleanup Level.

In October 1990, a water sample was collected from the water well (Well #2) and analyzed for benzene, toluene, ethylbenzene, and xylenes (BTEX). None of the tested constituents were detected at levels greater than the method detection limits (MDLs).

In January 1991, AGI assessed the soil conditions beneath the 1,000-gallon UST by drilling an angle boring (MW-1) from outside the building to underneath the former UST. Soil samples collected from the boring at depths of 15 feet and 30 feet did not contain TPH-Gx concentrations greater than the MDLs.

In April 2009, during the drilling of a replacement water supply well (designated Well #17), at the southern part of the facility, the driller noticed gasoline odors at approximately 50 feet bgs. Drilling was stopped and a groundwater sample was collected at that depth. Analytical results showed a TPH-Gx concentration of 5,530 micrograms per liter ($\mu\text{g/L}$) and a benzene concentration of 948 $\mu\text{g/L}$ in the groundwater exceeding their respective MTCA Method A Cleanup Levels of 800 $\mu\text{g/L}$ and 5 $\mu\text{g/L}$. The existing water well (Well #2) was also tested for volatile organic compounds (VOCs), including BTEX, at that time and analytical results showed that none of the tested constituents were found at concentrations greater than the MDLs. Based on the detections of TPH-Gx and BTEX constituents in the groundwater, the Jefferson County Health Department (Health Department) was notified.

The Health Department conducted an Initial Investigation in September 2009 on behalf of Ecology, and an Early Notice Letter was issued by the Ecology at that time listing the Site on the Confirmed and Suspected Contaminated Sites List.

In April 2010, SLR International Corporation (SLR) advanced four soil borings (MW-1A, MW-1B, MW-1C, and MW-2A) in an attempt to install perched groundwater monitoring wells near the former 1,000-gallon UST and near the storage trailer. These locations are shown on Figure 2 included in the Enclosures. Soil samples were collected at 5-foot intervals. Refusal due to cobbles was encountered in each of the borings before groundwater was reached so groundwater monitoring wells were not completed in any of the borings. A soil sample collected from boring MW-1B was submitted to the laboratory for analysis of TPH-Gx, BTEX, methyl tertiary butyl ether (MTBE), 1,2-dibromoethane (EDB), 1,2-dichloroethane (EDC), naphthalene, and lead. TPH-Gx and benzene were detected in this sample at 140 mg/kg and 0.49 mg/kg, respectively, both greater than their MTCA Method A Cleanup Levels. None of the other constituents were detected greater than the MDLs.

In June 2010, SLR installed four groundwater monitoring wells (MW-1, MW-2, MW-3, and MW-4) at the Site to delineate the extent of impacts previously noted. An air-rotary drilling rig was utilized to advance the borings based on the previous difficulties in completing the borings. Soil samples were collected from MW-1 and MW-2 at 40 and 55 feet bgs, MW-3 at 30.5 and 45.5 feet bgs, and MW-4 at 30.5 and 55 feet bgs. Results from MW-2 and MW-3 had exceedances of the MTCA Method A Cleanup Level for benzene. None of the other constituents exceeded their respective MTCA Method A

Cleanup Levels. Groundwater samples were collected from each of the wells and tested for TPH-Gx, BTEX, MTBE, EDB, EDC, naphthalene, and total lead. TPH-Gx, benzene, and ethylbenzene were detected at 8,400 µg/L, 2,100 µg/L, and 960 µg/L, respectively, all above their respective MTCA Method A Cleanup Levels of 800 µg/L, 5 µg/L, and 700 µg/L. TPH-Gx (990 µg/L) and benzene (110 µg/L) were also detected above their MTCA Method A Cleanup Levels in MW-1. None of the tested analytes were detected above their respective MTCA Method A Cleanup Levels in MW-3 or MW-4.

Groundwater samples were collected from the wells (MW-1 through MW-4) again in October 2010. Results from this round were similar to the previous round in June. All analytical results are presented in Table 2, and TPH-Gx and benzene results are shown on Figures 3 and 4, all included in the Enclosures.

Depth to perched groundwater measurements and the boring logs were used to create a cross-section of the Site. This cross-section is included as Figure 6 in the Enclosures. It was surmised that perched groundwater flow on the Site was controlled by the elevation of the clayey to gravelly silt unit with flow converging on the low point of the silt unit where wells MW-1 and MW-2 are located. The neighboring gully on the western portion of the property was also surveyed to determine if it intersected the shallow perched groundwater. Based on this review, it was determined that the gully was not intersecting the shallow perched groundwater on the property.

Ecology conducted a Site Hazard Assessment (SHA) in August 2011 at which point the Site was given a Ranking of 2 (Moderate-High Potential Risk).

SLR conducted a supplemental subsurface investigation in April 2011, including advancing one additional groundwater monitoring well (MW-5), completing two borings as soil vapor extraction points (SVE-1 and SVE-2), and inspecting the neighboring gully and collecting a surface water sample. The gully is located in the western part of the property and extends south to a low-lying marshy area near Puget Sound. During the previous investigation, the gully was dry; however, during this investigation, a stream was present. A sample (Stream-4411) was collected at a location in the stream (elevation of approximately 262.25 feet) that was 4 to 11 feet below the elevation of the perched groundwater (273.38 and 266.35 feet at wells MW-4 and MW-3, respectively) at the time of sampling. None of the tested constituents (BTEX and TPH-Gx) were detected above method detection limits in the sample. Data collected from the borings advanced during this investigation were used to refine the impacted soil and groundwater areas, which are depicted on Figure 7 included in the Enclosures.

In December 2011 and January 2012, SLR conducted four SVE pilot tests to evaluate the potential effectiveness of SVE with and without groundwater extraction, determine if groundwater extraction can effectively dewater the shallow perched groundwater, and to

obtain information for future remedial efforts. Following a series of vacuum and dewatering tests, it was concluded that the petroleum hydrocarbons in the higher-permeability soils would be amenable to vapor extraction and groundwater pumping; however, the lower permeability soils would not be as amenable to SVE or groundwater pumping.

Aspect Consulting, LLC. (Aspect) conducted a soil to vapor pathway evaluation at the Site in June 2013. Soil vapor samples were collected from soil vapor probes (VP-1 and VP-2). The results from the samples did not identify any exceedances of the MTCA Site Specific Commercial Land Use Sub-Slab Soil Vapor Screening Levels. The results of the soil vapor sampling are included as Table 2 in the Enclosures.

2. Establishment of cleanup standards.

Ecology has determined the cleanup levels and points of compliance you established for the Site meet the substantive requirements of MTCA.

a. Cleanup levels.

The MTCA Method A Cleanup Levels for soil and groundwater for unrestricted land uses are being used to characterize the Site. MTCA Site Specific Commercial Land Use Sub-Slab Soil Vapor Screening Levels for soil gas are being used to characterize the Site.

b. Points of compliance.

Standard points of compliance are being used for the Site. The point of compliance for protection of groundwater shall be established in the soils throughout the Site. For soil cleanup levels based on human exposure via direct contact or other exposure pathways where contact with the soil is required to complete the pathway, the point of compliance shall be established in the soils throughout the Site from the ground surface to 15 feet bgs. In addition, the point of compliance for the groundwater shall be established throughout the Site from the uppermost level of the saturated zone extending vertically to the lowest most depth that could potentially be affected by the Site. Lastly, the point of compliance for air shall be attained in the ambient air throughout the Site.

3. Selection of cleanup action.

Ecology has determined the cleanup action you selected for the Site meets the substantive requirements of MTCA.

Based on the results of the previous investigations, Aspect prepared a Focused Feasibility Study (FS) and Disproportionate Cost Analysis (DCA) in September 2013. The FS identified and evaluated four potential remedial technologies to supplement the cleanup actions conducted to date (1990 soil removal), including:

- 1) No Additional Action.
- 2) Monitored Natural Attenuation with Environmental Covenant and Institutional Controls.
- 3) In-Situ Chemical Oxidation.
- 4) Excavation and Off-Site Disposal.

Each option was reviewed for potential effectiveness and cost to implement. Based on this evaluation, the preferred cleanup action was determined to be Monitored Natural Attenuation with Environmental Covenant and Institutional Controls.

Based on a review of the above-listed information, Ecology has the following comments:

1. Since the contamination at the Site is isolated within the perched aquifer (approximately 30 to 50 feet bgs) and the municipal pumping wells are separated from the perched groundwater by a thick aquitard (greater than 140 feet in thickness), Ecology agrees with the selection of Monitored Natural Attenuation with Environmental Covenant and Institutional Controls as the preferred cleanup alternative at the Site.
2. Please prepare a long-term groundwater monitoring plan for Ecology review. This plan should include monitored natural attenuation parameters as outlined in Ecology's guidance (<https://fortress.wa.gov/ecy/publications/summarypages/0509091.html>). Also, please include collection of a stream sample and existing (or replacement) water supply well sample during each event to ensure all receptors are being protected.
3. Please prepare a draft Environmental Covenant for Ecology review. For guidance in creating the Environmental Covenant and for a boilerplate copy, please visit the Ecology VCP Site (<http://www.ecy.wa.gov/programs/tcp/vcp/vcp2008/vcpRequirements.html>).
4. In accordance with WAC 173-340-840(5) and Ecology Toxics Cleanup Program Policy 840 (Data Submittal Requirements), data generated for Independent Remedial Actions shall be submitted simultaneously in both a written and electronic format. For additional information regarding electronic format requirements, see the website <http://www.ecy.wa.gov/eim>. Be advised that

according to the policy, any reports containing sampling data that are submitted for Ecology review are considered incomplete until the electronic data has been entered. Please ensure that data generated during on-site activities is submitted pursuant to this policy. **Data must be submitted to Ecology in this format for Ecology to issue a No Further Action determination.** Be advised that Ecology requires up to two weeks to process the data once it is received.

Limitations of the Opinion

1. Opinion does not settle liability with the state.

Liable persons are strictly liable, jointly and severally, for all remedial action costs and for all natural resource damages resulting from the release or releases of hazardous substances at the Site. This opinion **does not**:

- Resolve or alter a person's liability to the state.
- Protect liable persons from contribution claims by third parties.

To settle liability with the state and obtain protection from contribution claims, a person must enter into a consent decree with Ecology under RCW 70.105D.040(4).

2. Opinion does not constitute a determination of substantial equivalence.

To recover remedial action costs from other liable persons under MTCA, one must demonstrate that the action is the substantial equivalent of an Ecology-conducted or Ecology-supervised action. This opinion does not determine whether the action you proposed will be substantially equivalent. Courts make that determination. *See* RCW 70.105D.080 and WAC 173-340-545.

3. Opinion is limited to proposed cleanup.

This letter does not provide an opinion on whether further remedial action will actually be necessary at the Site upon completion of your proposed cleanup. To obtain such an opinion, you must submit a report to Ecology upon completion of your cleanup and request an opinion under the VCP.

4. State is immune from liability.

The state, Ecology, and its officers and employees are immune from all liability, and no cause of action of any nature may arise from any act or omission in providing this opinion. *See* RCW 70.105D.030(1)(i).

Mr. Tom Ringo
February 11, 2014
Page 9

Contact Information

Thank you for choosing to clean up your Property under the Voluntary Cleanup Program (VCP). After you have addressed our concerns, you may resubmit your proposal for our review. Please do not hesitate to request additional services as your cleanup progresses. We look forward to working with you.

For more information about the VCP and the cleanup process, please visit our web site: www.ecy.wa.gov/programs/tcp/vcp/vcpmain.htm. If you have any questions about this opinion, please contact me by phone at (360) 407-7263 or e-mail at tmid461@ecy.wa.gov.

Sincerely,



Thomas Middleton L.H.G.
SWRO Toxics Cleanup Program

TMM/ksc:Olympic Water and Sewer Proposed site cleanup likely NFA

Enclosures: A – Description of the Site
 Figure 2 – Site Plan with Monitoring Locations (SLR 2010)
 Table 2 – TPH-Gx and Benzene Groundwater Analytical Results
 Figures 3 and 4 – TPH-Gx and Benzene in Groundwater Figures
 Figure 6 – Site Cross-Section A-A'
 Figure 7 – Estimated Area of Petroleum Impacted Soil
 Table 2 – Soil Vapor Extraction Results
 Figure 1 – Site Location Map

By certified mail: (7010 2780 0000 2503 8612)

cc: Greg Ferris – Aspect Consulting, LLC.
 Larry Smith – Olympic Water and Sewer, Inc.
 Pinky Feria-Mingo – Jefferson County Public Health, Environmental Health Department
 Carol Johnston – Ecology
 Cris Matthews – Ecology
 Scott Rose, Ecology
 Dolores Mitchell, Ecology w/o enclosures

Mr. Tom Ringo
February 11, 2014
Page 10

Enclosure A
Description of the Site

Site Description

The Site is located at 781 Walker Way, Port Ludlow, Washington. The Site consists of an approximately 2-acre parcel of land located about ½ mile northwest of the Port Ludlow Bay. Properties adjacent to the south, west, and east are developed with single-family homes. Properties to the north are developed as a mini-storage facility and single-family residences. A Site Vicinity and Location Map is included as Figure 1 in the Enclosures.

The Site is currently developed with an Olympic Water and Sewer operations and maintenance facility, which consists of an approximately ½-acre area that includes an office/shop/garage building, a public water supply well (Well #2) and associated pump house, and a storage trailer. The ground surface is primarily unpaved, except for the asphalt driveway on the Site.

The Site is currently zoned as code 4800 (Utilities, non-public – Jefferson County). Current and future land use will likely remain commercial.

Based on investigations conducted at the Site, soils on the Site are a mix of dense glacial outwash (sand, gravel, and silts) with interbedded silts to the maximum depth drilled of approximately 60 feet bgs. Based on the drilling log from the water supply well (Well #2) on the Site, a thick sequence of clay and cemented sand occurs from approximately 49 to 215 feet bgs. A cross-section is included as Figure 6 in the Enclosures.

Shallow water at the Site occurs under perched conditions within the glacial deposits (sand and gravel unit) at depths above approximately 60 feet bgs. Depths to groundwater, measured in wells on the Site, range from 20 to 36 feet bgs and vary seasonally. The groundwater flow direction within the perched zone appears to be controlled by the slope/geometry of the clayey silt with flow converging into the low point of the silt unit. This interpretation is consistent with the petroleum concentrations at wells MW-1 and MW-2. Perched groundwater appears to discharge to the intermittent stream at locations in the southern end of the Site.

Deep groundwater ranges from depths between 157 and 377 feet bgs in water supply wells on and surrounding the Site. Soil descriptions taken from the well logs indicate a thick sequence of clay and cemented sand aquitards above the deep groundwater bearing zones. Deep groundwater flow is inferred to flow from the upland areas towards Port Ludlow indicating that the water supply wells are located hydraulically up or cross-gradient of the Site.

Table 2
Groundwater Sample Analytical Results
Olympic Water and Sewer Property
Port Laddow, Washington

Well Number	Date Collected	Analytical Results (µg/L)										
		Benzene ^a	Toluene ^a	Ethylbenzene ^a	Total Xylenes ^a	Naphthalene ^a	MTBE ^a	EDC ^c	EDB ^b	GRO ^d	Total Lead ^e	
MTCA Method A Cleanup Levels^f												
MW-1	5/14/2010	5	1,000	700	1,000	160 ^g	20	5	0.01	800	15	
	10/20/2010	110	45	110	186	<1	<1	<1	<0.01	950	<1	
MW-2	5/14/2010	520	140	110	221	15	NA	NA	NA	1,000	NA	
	10/20/2010	1,300	620	960	650	100	<1	<1	<0.01	2,400	<1	
MW-3	5/14/2010	0.36	290	430	530	35	NA	NA	NA	3,400	NA	
	10/20/2010	<0.35	<1	<1	<1	<1	<1	<1	<0.01	<100	<1	
MW-4	5/14/2010	<0.35	<1	<1	<1	NA	NA	NA	NA	<100	<1	
	10/20/2010	<0.35	<1	<1	<1	<1	NA	NA	NA	<100	NA	

NOTES:

^aµg/L = micrograms per liter (ppb).

Values shaded and in bold exceed the groundwater cleanup levels.

NA = Not analyzed.

^bBenzene, toluene, ethylbenzene, and total xylenes (BTEX), naphthalene, methyl tertiary butyl ether (MTBE), and 1,2-dichloroethane (EDC) by EPA Method 8260C.

^c1,2-dibromoethane (EDB) by EPA Method 8011 Modified.

^dGasoline-range organics (GRO) by Ecology Method NWTFH-Gx.

^eTotal lead by EPA Method 200.8.

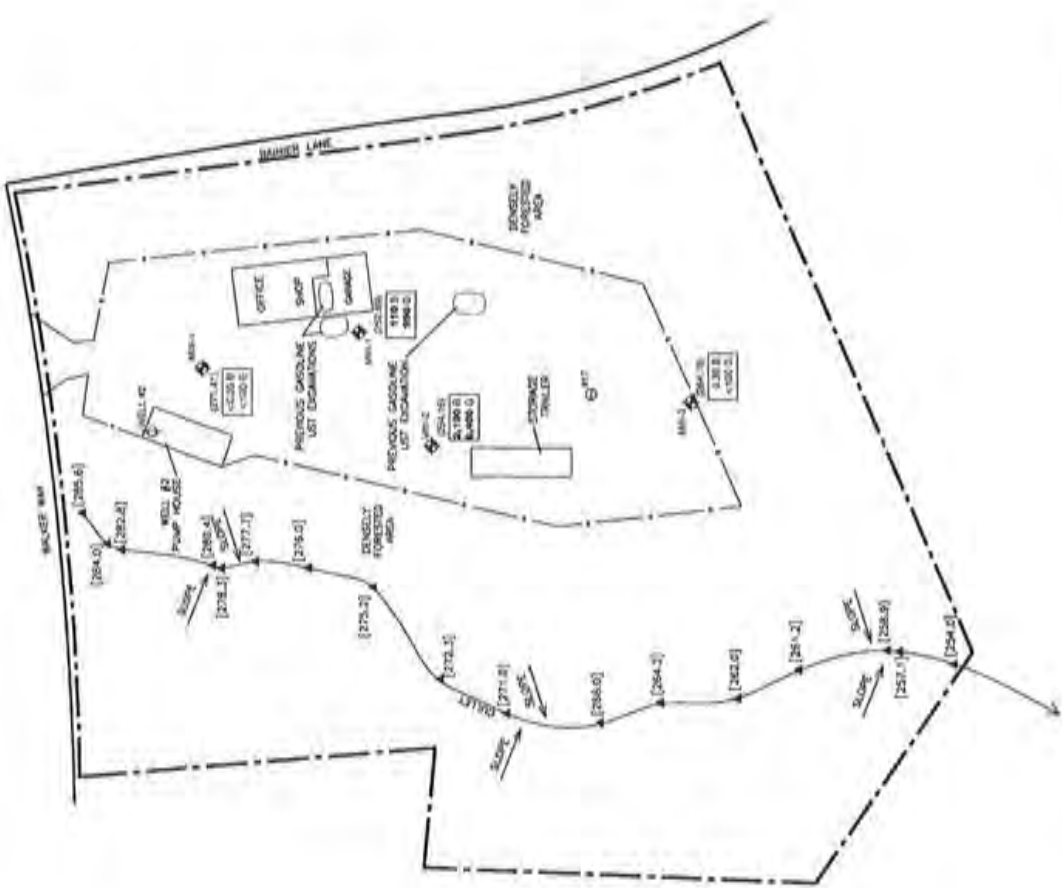
^fChapter 173-340 WAC, Model Toxics Control Act (MTCAT) Cleanup Regulation, Method A Cleanup Levels. Amended February 12, 2001.

^gThe cleanup level is the total value for naphthalene, 1-methyl naphthalene, and 2-methyl naphthalene.

NOTES

- LEGEND**
- PROPERTY BOUNDARY
 - GROUNDWATER MONITORING WELL LOCATION AND OBSERVATION
 - PEAKED GROUNDWATER ELEVATION IN FEET ABOVE MVD (IN DATUM)
 - IN-SITU CONCENTRATION IN GROUNDWATER SAMPLE IN µG/L
 - GROUND CONCENTRATION IN GROUNDWATER SAMPLE IN µG/L
 - EXISTING CHASING LOCATION AND OBSERVATION
 - EXISTING WATER SUPPLY WELL LOCATION AND OBSERVATION
 - FENCE
 - BOTTOM OF COLLECTOR BURNERS IN FEET ABOVE MVD (IN DATUM)

NOTE: CONCENTRATIONS WERE EXCEEDED THE VIOA METHOD'S GROUNDWATER CLEANUP LEVEL.



SCALE: 1" = 50'
 WHEN EXCEEDING 11 1/2" FROM SEE
 0 50 100 150'

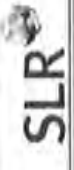
THIS DRAWING IS FOR CONCEPTUAL PURPOSES ONLY. ACTUAL LOCATIONS MAY VARY AND NOT ALL STRUCTURES ARE SHOWN.

OLYMPIC WATER & SEWER, INC. PROPERTY
 781 WALKER WAY
 PORT LUDLOW, WASHINGTON

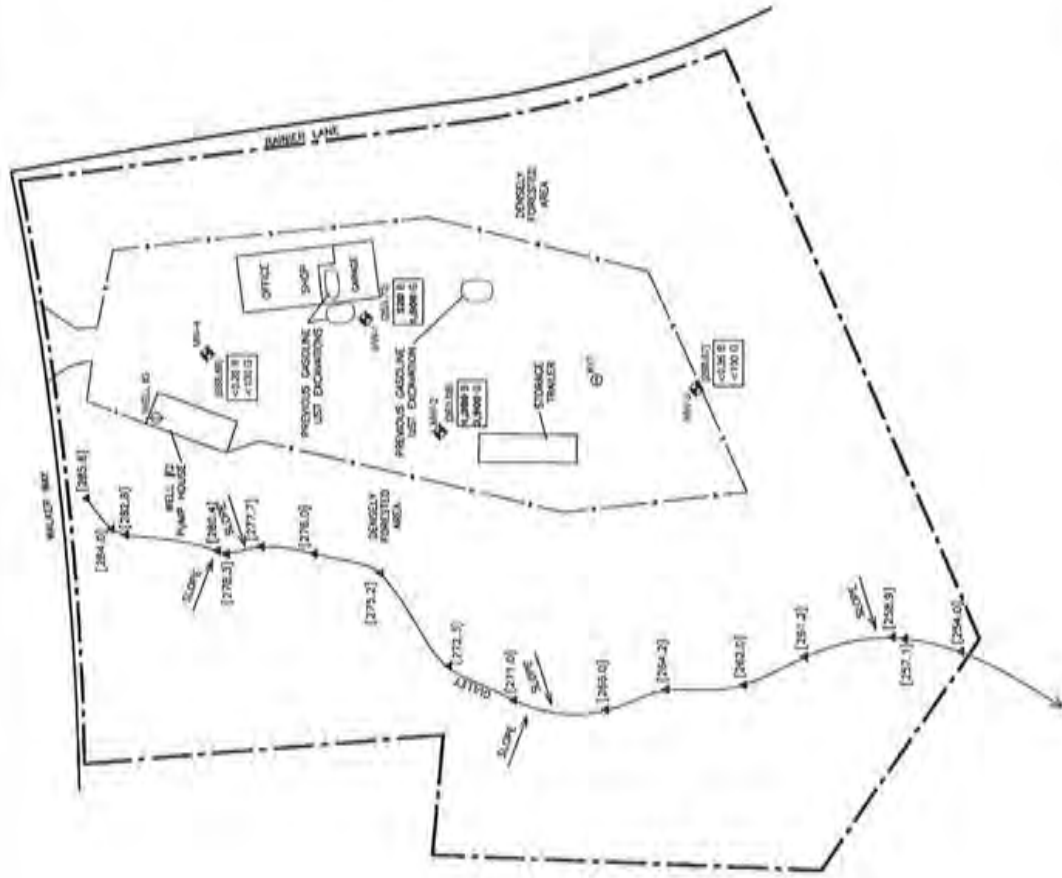
SITE CHARACTERIZATION REPORT

PERCHED GROUNDWATER SAMPLING
 RESULTS - JUNE 2010

Date: JUN 2, 2010
 Drawn by: J. P. COOPER
 Project No.: 10A-042010001
 Fig. No.: 3



NOTES



SCALE: 1" = 50'
 HORIZONTAL DISTANCE 1" = 50'
 VERTICAL DISTANCE 1" = 100'

THIS DRAWING IS FOR CONCEPTUAL PURPOSES ONLY. ACTUAL LOCATIONS MAY VARY AND NOT ALL STRUCTURES ARE SHOWN.

LEGEND

- PROPERTY BOUNDARY
- GROUNDWATER MONITORING WELL LOCATION AND DESIGNATION
- PERCHED GROUNDWATER ELEVATION IN FEET ABOVE NAVD 83 DATUM
- SH-RESINE CONCENTRATION IN SPONGEMER SAMPLE IN PPB
- SH-RESINE CONCENTRATION IN GROUNDWATER SAMPLE IN PPB
- EXISTING DIGGING LOCATION AND DESIGNATION
- EXISTING WATER SUPPLY WELL LOCATION AND DESIGNATION
- FOURGE
- SECTION OF COLLECTOR ELEVATION IN FEET ABOVE NAVD 83 DATUM

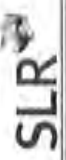
MONITORING POINTS IN BOLD EXCEED THE MTCX METHOD A ORGANOMETHIC CHLORIDE LEVELS

OLYMPIC WATER & SEWER, INC. PROPERTY
 781 WALKER WAY
 PORT LUDLOW, WASHINGTON

SITE CHARACTERIZATION REPORT

PERCHED GROUNDWATER SAMPLING
 RESULTS - OCTOBER 2010

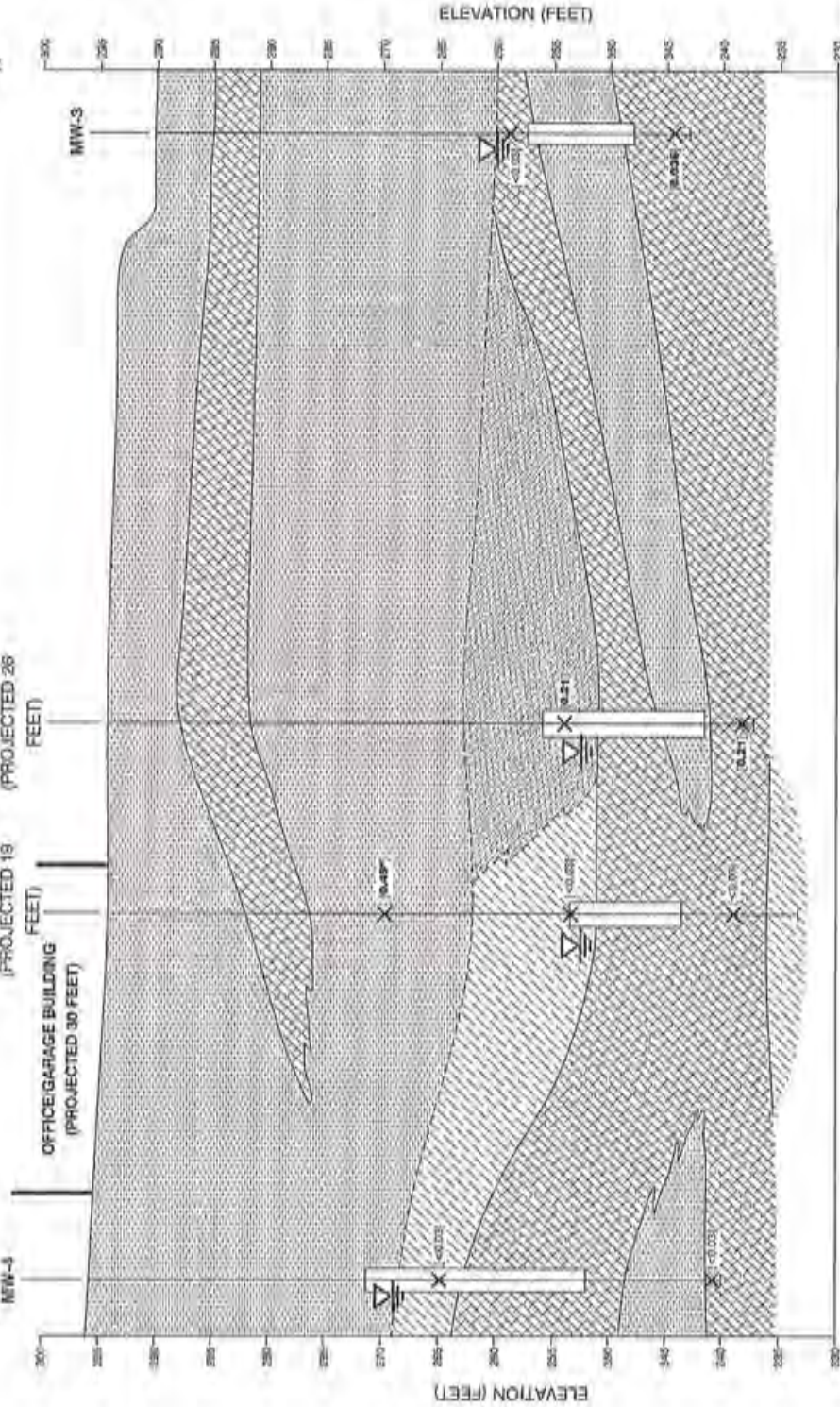
Date: July 10, 2010
 Drawn: J.E. GARDNER
 Project No.: 10110000000000000000



Page No. 4

NORTH
A

SOUTH
A



CLIENT	
OLYMPIC WATER & SEWER, INC. PROPERTY 781 WALKER WAY PORT LUDLOW, WASHINGTON	
REPORT	
SITE CHARACTERIZATION REPORT	
TITLE	
GEOLOGIC CROSS SECTION A-A	
DATE	SCALE
10/13/2019	AS SHOWN
PROJECT NO.	FIG. NO.
12-30423-000	6



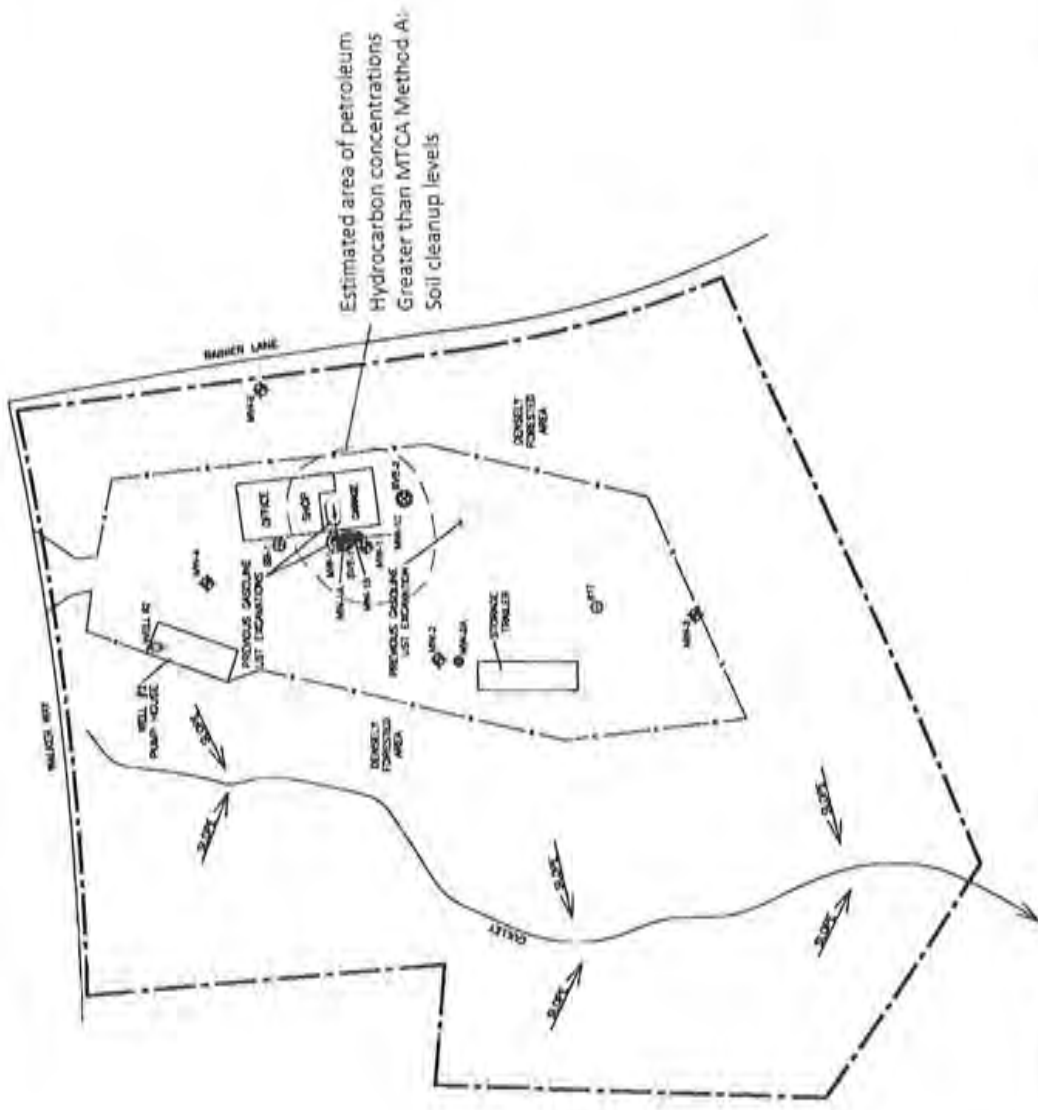
- LEGEND**
- INFERRED GEOLOGIC CONTACT
 - EXPLORATION LOCATION AND ORIENTATION
 - LOGGED LOCATION
 - WELLS
 - WELLS WITH WATER TABLE SURFACE IN 1998
 - WELLS WITH SOLID CONCENTRATIONS IN SOL SAMPLE IN 1998
 - GRAVEL AND SAND (G&S)
 - SAND, GRAVELLY SAND AND SAND AND GRAVEL (S&G)
 - SILT, SAND (S&S) AND SILT, GRAVEL (S&G)
 - SILT, CLAYEY SILT, SAND, SILT, AND GRAVELLY SILT (S&S)

NOTES:

- CROSS SECTION LOCATION IS SHOWN ON FIGURE 4.
- EXPLANATIONS ARE RELATIVE TO NAAD 83 DATUM.
- CONCENTRATIONS IN SOLS EXCEEDED THE 10% METHOD A SOL CLEANUP LEVEL.
- 1/4" SAMPLE COLLECTED FROM MONITORING WELLS MW 1 & 2.



NOTE:



This drawing is for conceptual purposes only. Actual Locations may vary and not all structures are shown.

SCALE: 1" = 50'
 WHEN PRINTED AT 11" x 17" FOR 100%
 30

LEGEND:

- PROPERTY BOUNDARY
- APPROXIMATE SOIL BORING LOCATION AND DESIGNATION
- SOIL VAPOR EXTRACTION POINT LOCATION AND DESIGNATION
- GROUNDWATER MONITORING WELL LOCATION AND DESIGNATION
- APPROXIMATE SOIL BORING LOCATION AND DESIGNATION
- EXISTING CURBING LOCATION AND DESIGNATION
- EXISTING WASTEWATER SUPPLY WELL LOCATION AND DESIGNATION
- PREVIOUS WASTE BORING LOCATION, DESIGNATION AND DESIGNATION FROM VERTICAL
- FENCE

OLYMPIC WATER & SEWER, INC. PROPERTY
 781 WALKER WAY
 PORT LUDLOW, WASHINGTON

ADDITIONAL INVESTIGATION REPORT

ESTIMATED AREA OF PETROLEUM
 HYDROCARBON-IMPACTED SOIL

7

2018A 208 AVS SS
 BOJING G. SUTTER 202
 SOUTHERLL, WA, 98621

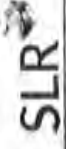


Table 2 - Summary of June 21, 2013 Sub-Slab Soil Vapor Sampling Results

DRAFT

Olympic Water and Sewer, Inc. Site
781 Walker Way, Port Ludlow, Washington

Sample ID	Analyte Group	Analyte	Carcinogen(C) or Non-Carcinogen(NC)	Units	Result	Result with Leakage Correction	Flag	Reporting Limit	MTCA Method B Indoor Air CUL	Site-Specific Commercial Land Use Sub-Slab Soil Vapor Screening Level ^{4,5}	
VP-1-062113	APH	C ₆ - C ₁₀ Aliphatic Hydrocarbons ¹	NC	µg/m ³	110	110.02		28	2,700	59,063	
		C ₆ - C ₁₀ Aliphatic Hydrocarbons ²	NC	µg/m ³	2,100	2100.38		14	140	3,063	
		C ₆ - C ₁₀ Aromatic Hydrocarbons	NC	µg/m ³	42	42.01		3.5	180	3,038	
	TO-16	Methyl tert-Butyl Ether	C	µg/m ³				ND	0.70	9.6	960
		n-Hexane	NC	µg/m ³				ND	0.70	320	7,000
		1,2-Dichloroethane	C	µg/m ³				ND	0.70	0.096	9.6
		Benzene	C	µg/m ³				ND	0.70	0.32	32.0
		Toluene	NC	µg/m ³	8.8	8.80			0.70	2,200	48,125
		1,2-Dibromoethane (EDB)	C	µg/m ³				ND	0.70	0.01	1.1
		Ethylbenzene	NC	µg/m ³	3.2	3.20			0.70	460	10,063
		m,p-Xylenes	NC	µg/m ³	15	15.00			1.4	46	1,006
		o-Xylene	NC	µg/m ³	4.4	4.40			0.70	46	1,006
		1,3,5-Trimethylbenzene	NC	µg/m ³	2.4	2.40			0.70	2.7	59
	1,2,4-Trimethylbenzene	NC	µg/m ³	7.7	7.70			0.70	2.7	59	
	Naphthalene	NC	µg/m ³	1.2	1.20			0.70	1.4	31	
	Tracer	Helium		ppmV	180				28	-	-
VP-2-062113	APH	C ₆ - C ₁₀ Aliphatic Hydrocarbons ¹	NC	µg/m ³	100			27	2,700	59,063	
		C ₆ - C ₁₀ Aliphatic Hydrocarbons ²	NC	µg/m ³	790			14	140	3,063	
		C ₆ - C ₁₀ Aromatic Hydrocarbons	NC	µg/m ³	16			3.4	180	3,038	
	TO-15	Methyl tert-Butyl Ether	C	µg/m ³				ND	0.68	9.0	960
		n-Hexane	NC	µg/m ³				ND	0.68	320	7,000
		1,2-Dichloroethane	C	µg/m ³				ND	0.68	0.10	9.6
		Benzene	C	µg/m ³				ND	0.68	0.32	32.0
		Toluene	NC	µg/m ³	12				0.68	2,200	48,125
		1,2-Dibromoethane (EDB)	C	µg/m ³				ND	0.68	0.01	1.1
		Ethylbenzene	NC	µg/m ³	16				0.68	460	10,063
		m,p-Xylenes	NC	µg/m ³	45				1.4	46	1,006
		o-Xylene	NC	µg/m ³	28				0.68	46	1,006
		1,3,5-Trimethylbenzene	NC	µg/m ³	1.60				0.68	2.7	59
	1,2,4-Trimethylbenzene	NC	µg/m ³	3.5				0.68	2.7	59	
	Naphthalene	NC	µg/m ³				ND	0.68	1.4	31	
	Tracer	Helium		ppmV				ND	27	-	-

Notes:
 Significant non-petroleum related peaks are subtracted from the APH hydrocarbon range areas when present.
¹Hydrocarbon Range data from total ion chromatogram excluding any internal/luring standards eluting in that range.
²C₆-C₁₀ Aliphatic Hydrocarbons exclude the concentration of Target APH analytes eluting in that range.
³C₆-C₁₀ Aliphatic Hydrocarbons exclude concentration of Target APH Analytes eluting in that range and concentration of C₆-C₁₀ Aromatic Hydrocarbons.
⁴Conservative cross-slab attenuation factor of 10, per Ecology's *Draft Guidance for Evaluating Soil Vapor Intrusion in Washington State* (2009).
⁵Site-specific correction for adult worker exposure scenario, calculated in accordance with WAC 173-340-750 and Ecology's *Draft Guidance for Evaluating Soil Vapor Intrusion in Washington State* (2009).

Page Omitted for Jefferson County Recording

Figure No. 1, Property Location Map, SLR, 2011, Additional Investigation Report, Olympic Water & Sewer, Inc. Property



SOURCE: USGS 7.5 MINUTE QUADRANGLE PORT LUDLOW, WA 1981;
CONTOUR INTERVAL, 20 FEET.

SCALE 1" = 2,000'
WHEN PLOTTED ON A 1/2" x 11"



THIS DRAWING IS FOR CONCEPTUAL PURPOSES ONLY. ACTUAL
LOCATIONS MAY VARY AND NOT ALL STRUCTURES ARE SHOWN.

SLR  22118 20th AVE SE
BLDG. G, SUITE 202
BOTHELL, WA 98021
T: 425-482-8800
F: 425-483-8488

**OLYMPIC WATER & SEWER, INC. PROPERTY
781 WALKER WAY
PORT LUDLOW, WASHINGTON**

Report
ADDITIONAL INVESTIGATION REPORT

Drawing
PROPERTY LOCATION MAP

Date	MAY 10, 2011	Scale	1"=2000'	Fig. No.	1
File Name	01-01.DWG	Project No.	101.00483.00003		

C:\WORK\EST\01-01.DWG 10/10/11 10:00:00 AM 10/10/11 10:00:00 AM 10/10/11 10:00:00 AM 10/10/11 10:00:00 AM 10/10/11 10:00:00 AM

APPENDIX B

Well Construction Logs

APPENDIX B

Well Construction Logs



22122 20th Avenue SE
 Bothell, Washington 98021
 Telephone: 425.402.8800
 SLR International Corp Fax: 425.402.8468

CLIENT Olympic Water and Sewer, Inc. PROJECT NAME Olympic Water and Sewer, Inc. Property
 PROJECT NUMBER 101.00433.00001 PROJECT LOCATION 701 Walker Way, Port Ludlow, WA
 DATE STARTED 6/7/10 COMPLETED 6/8/10 GROUND ELEVATION 290.76 ft HOLE SIZE 8-inch-diameter
 DRILLING CONTRACTOR Tacoma Pump & Drilling GROUND WATER LEVELS:
 DRILLING METHOD Air Rotary AT TIME OF DRILLING ---
 LOGGED BY C Lee CHECKED BY _____ AT END OF _____
 NOTES _____ AFTER DRILLING ---

DEPTH (ft)	INTERVAL	TYPE	NAME	RECOVERY %	BLOW COUNTS PER FOOT (IN VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	PID (ppm)	WELL DIAGRAM
0.0										
0.2						GP		GRAVEL, crushed rock parking lot surface. SAND, brown, fine-grained, damp, no hydrocarbon-like odors or staining.		
2.5										
5.0						SP			0	
7.5										
10.0									0	
12.0										
276.8										

SLR GENERAL DWSL GFI GNT US.GDT 7/13/10

REMARKS

SS = Samples collected by using an 18-inch-long, 3.0-inch outside diameter split-spoon sampler driven by a 300 lb. wireline hammer.
 PID = Photolization detector.
 * = Sample submitted for laboratory analysis.



22122 20th Avenue SE
 Bothell, Washington 98021
 Telephone: 425.402.8800
 SLR International Corp. Fax: 425.402.8488

WELL NUMBER MW-1

PAGE 2 OF 5

CLIENT Olympic Water and Sewer, Inc.

PROJECT NAME Olympic Water and Sewer, Inc. Property

PROJECT NUMBER 101.00433.00001

PROJECT LOCATION 701 Walker Way, Port Ludlow, WA

DEPTH (ft)	INTERVAL	TYPE	NAME	RECOVERY %	BLOW COUNTS PER FOOT (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	PID (ppm)	WELL DIAGRAM
12.5								SILT, gray, few fine-grained sand, moist, no hydrocarbon-like odors or staining.		
15.0						ML			0	
17.5										
18.0										
20.0								SAND, gray, very fine-grained, few fine gravel, few cobbles, damp.		
								@ 20.0 feet: Few fine gravel.	0	
22.5						SP				
								@ 22.0 feet: Moderate hydrocarbon-like odor in cuttings.		
25.0									0	

REMARKS

SS = Samples collected by using an 18-inch-long, 3.0-inch outside diameter split-spoon sampler driven by a 300 lb. wireline hammer.
 PID = Photolization detector.
 * = Sample submitted for laboratory analysis.

SLR GENERAL DWSI GPJ GINT US GDT 7/13/10

(Continued Next Page)







22122 20th Avenue SE
 Bothell, Washington 98021
 Telephone: 425.402.8800
 SLR International Corp Fax: 425.402.8488

CLIENT Olympic Water and Sewer, Inc.

PROJECT NAME Olympic Water and Sewer, Inc. Property

PROJECT NUMBER 101.00433.00001

PROJECT LOCATION 701 Walker Way, Port Ludlow, WA

DEPTH (ft)	INTERVAL	TYPE	NAME	RECOVERY %	BLOW COUNTS PER FOOT (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	PID (ppm)	WELL DIAGRAM
27.5						SP		SAND, gray, very fine-grained, few fine gravel, few cobbles, damp. (continued)		
30.0									0	
31.5										
32.6						SM		SILTY SAND, grayish brown, very fine- to fine-grained, little silt, few fine to medium gravel, few cobbles, very dense, moist, no hydrocarbon-like odors or staining.		
35.0									0	
37.5										
40.0										

REMARKS

SS = Samples collected by using an 18-inch-long, 3.0-inch outside diameter split-spoon sampler driven by a 300 lb. wireline hammer.
 PID = Photoionization detector.
 * = Sample submitted for laboratory analysis.

SLR GENERAL DWSI GRU GANT US GDT 7/13/10



22122 20th Avenue SE
 Bothell, Washington 98021
 Telephone: 425.402.8800
 SLR International Corp Fax: 425.402.8488

CLIENT Olympic Water and Sewer, Inc.

PROJECT NAME Olympic Water and Sewer, Inc. Property

PROJECT NUMBER 101.00433.00001

PROJECT LOCATION 701 Walker Way, Port Ludlow, WA

DEPTH (ft)	INTERVAL	TYPE	NAME	RECOVERY %	BLOW COUNTS PER FOOT (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	PID (ppm)	WELL DIAGRAM
40.0	X	SS	MW1-40"	100	50/4"					
						SM		SILTY SAND, grayish brown, very fine- to fine-grained, little silt, few fine to medium gravel, few cobbles, very dense, moist, no hydrocarbon-like odors or staining. (continued)	0	
42.5								SILT, grayish brown, hard, moist, no hydrocarbon-like odors or staining	248.3	
45.0	X	SS		75	44	ML			0	
47.5								CLAYEY SILT, brown, little clay, few fine gravel, hard, damp, no hydrocarbon-like odors or staining.	242.8	
50.0	X	SS		100	100	ML			0	
52.5						ML		SANDY SILT, grayish brown, little very fine-grained sand, few fine gravel, hard, damp, no hydrocarbon-like odors or staining.	238.3	

REMARKS

SS = Samples collected by using an 18-inch-long, 3.0-inch outside diameter split-spoon sampler driven by a 300 lb. wireline hammer.
 PID = Photoionization detector.
 * = Sample submitted for laboratory analysis.

SLR GENERAL DWSI.GPJ GINT US.GDT 7/13/10



22122 20th Avenue SE
 Bothell, Washington 98021
 Telephone: 425.402.8800
 SLR International Corp Fax: 425.402.8488

CLIENT Olympic Water and Sewer, Inc. PROJECT NAME Olympic Water and Sewer, Inc. Property
 PROJECT NUMBER 101.00433.00001 PROJECT LOCATION 701 Walker Way, Port Ludlow, WA
 DATE STARTED 6/8/10 COMPLETED 6/9/10 GROUND ELEVATION 290.56 ft HOLE SIZE 8-inch-diameter
 DRILLING CONTRACTOR Tacoma Pump & Drilling GROUND WATER LEVELS:
 DRILLING METHOD Air Rotary ∇ AT TIME OF DRILLING 46.0 ft / Elev 242.6 ft
 LOGGED BY C Lee CHECKED BY _____ AT END OF _____
 NOTES _____ AFTER DRILLING _____

DEPTH (ft)	INTERVAL	TYPE	NAME	RECOVERY %	BLOW COUNTS PER FOOT (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	PID (ppm)	WELL DIAGRAM
0.0						GP		GRAVEL, crushed rock parking lot surface. GRAVELLY SAND, brown, fine-grained, little fine to medium gravel, damp, no hydrocarbon-like odors or staining.	290.3	
2.5						SP				
5.0										
7.5						ML		SANDY SILT, brownish gray, little very fine-grained sand, few fine to medium gravel, hard, moist to very moist, no hydrocarbon-like odors or staining.	284.1	
10.0										

REMARKS

SS = Samples collected by using an 18-inch-long, 3.0-inch outside diameter split-spoon sampler driven by a 300 lb. wireline hammer.
 PID = Photoionization detector.
 * = Sample submitted for laboratory analysis.

∇ Water level at time of drilling.

SLR-GENERAL-DWS-GPJ-GINT US-GOT 7/13/10





22122 20th Avenue SE
 Bothell, Washington 98021
 Telephone: 425.402.8800
 SLR International Corp Fax: 425.402.8488

CLIENT Olympic Water and Sewer, Inc.

PROJECT NAME Olympic Water and Sewer, Inc. Property

PROJECT NUMBER 101.00433.00001

PROJECT LOCATION 701 Walker Way, Port Ludlow, WA

DEPTH (ft)	INTERVAL	TYPE	NAME	RECOVERY %	BLOW COUNTS PER FOOT (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	PID (ppm)	WELL DIAGRAM
12.5						ML		SAND, gray, very fine-grained, few fine to coarse gravel, few cobbles, few fines, very dense, damp, no hydrocarbon-like odors or staining.	278.1	
15.0									0	
17.5										
20.0						SP			0	
22.5										
25.0									0	

REMARKS

SS = Samples collected by using an 18-inch-long, 3.0-inch outside diameter split-spoon sampler driven by a 300 lb. wireline hammer.
 PID = Photoionization detector.
 * = Sample submitted for laboratory analysis.

∇ Water level at time of drilling.

SLR GENERAL 0WSLGPJ GINT US.GOT 7/13/10

(Continued Next Page)





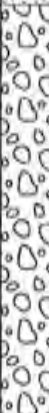

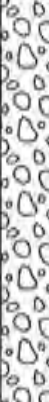

22122 20th Avenue SE
 Bothell, Washington 98021
 Telephone: 425.402.8800
 SLR International Corp. Fax: 425.402.8488

CLIENT Olympic Water and Sewer, Inc.

PROJECT NAME Olympic Water and Sewer, Inc. Property


PROJECT NUMBER 101.00433.00001

PROJECT LOCATION 701 Walker Way, Port Ludlow, WA

DEPTH (ft)	INTERVAL	TYPE	NAME	RECOVERY %	BLOW COUNTS PER FOOT (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	PID (ppm)	WELL DIAGRAM
27.5										
30.0						SP		SAND, gray, very fine-grained, few fine to coarse gravel, few cobbles, few fines, very dense, damp, no hydrocarbon-like odors or staining. (continued)		
31.0										
32.5								GRAVEL, brown, fine to medium, some cobbles, few fine-grained sand, trace fines, very dense, damp, no hydrocarbon-like odors or staining.		
33.0								@33.0 feet: Few silt, trace fine-grained sand.		
35.0						GP				
37.5								@37.0 feet: Becomes moist.		
40.0										

REMARKS

SS = Samples collected by using an 18-inch-long, 3.0-inch outside diameter split-spoon sampler driven by a 300 lb. wireline hammer.
 PID = Photolization detector.
 * = Sample submitted for laboratory analysis.

 Water level at time of drilling.

SLR GENERAL DWSI/GPJ G/M/T US/GDT 7/13/10

(Continued Next Page)



22122 30th Avenue SE
 Bothell, Washington 98021
 Telephone: 425.402.8800
 SLR International Corp. Fax: 425.402.8488

CLIENT Olympic Water and Sewer, Inc.

PROJECT NAME Olympic Water and Sewer, Inc. Property

PROJECT NUMBER 101.00433.00001

PROJECT LOCATION 701 Walker Way, Port Ludlow, WA

DEPTH (ft)	INTERVAL	TYPE	NAME	RECOVERY %	BLOW COUNTS PER FOOT (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	PID (ppm)	WELL DIAGRAM
40.0	X SS*		MW2-40*	100	50					
42.5						GP		GRAVEL, brown, fine to medium, some cobbles, few fine-grained sand, trace fines, very dense, damp, no hydrocarbon-like odors or staining. (continued) @ 40.0 feet: Cobble fragments in split-spoon sampler. Slight hydrocarbon-like odor.	14.9	10x20 SILICA SAND PACK
45.0	X SS			100	50/5"	ML		GRAVELLY SILT, grayish brown, little fine to coarse gravel, hard, moist, no hydrocarbon-like odors or staining.	247.6	0.010"-SLOTTED PVC SCREEN
47.5										
50.0	X SS			100	50	SW		GRAVELLY SAND, brown, fine- to coarse-grained, some fine to coarse gravel and cobbles, trace fines, dense, wet, slight hydrocarbon-like odor.	242.6	
52.5										
53.0						ML		GRAVELLY SILT, brown, some fine- to coarse gravel and cobbles, trace clay, hard, moist, no hydrocarbon-like odors or staining.	237.6	PVC END CAP

REMARKS

SS = Samples collected by using an 18-inch-long, 3.0-inch outside diameter split-spoon sampler driven by a 300 lb. wireline hammer.
 PID = Photoionization detector.
 * = Sample submitted for laboratory analysis.

▽ Water level at time of drilling.

SLR GENERAL DWSL.GPJ GWIT US.GDT 7/13/00



22122 20th Avenue SE
 Bothell, Washington 98021
 Telephone: 425.402.8800
 SLR International Corp Fax: 425.402.8488

CLIENT Olympic Water and Sewer, Inc.

PROJECT NAME Olympic Water and Sewer, Inc. Property

PROJECT NUMBER 101.00433.00001

PROJECT LOCATION 701 Walker Way, Port Ludlow, WA

DEPTH (ft)	INTERVAL	TYPE	NAME	RECOVERY %	BLOW COUNTS PER FOOT (IN VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	PID (ppm)	WELL DIAGRAM
55.0								GRAVELLY SILT, brown, some fine- to coarse gravel and cobbles, trace clay, hard, moist, no hydrocarbon-like odors or staining. (continued)		
	SS		MW2-55.5"	50	80/10"	ML			0	
								56.3	234.3	

Boring completed at 56.3 feet.

WELL COMPLETION DETAILS

0.0 to 37.9 feet: Flush-threaded, 2.0-inch-diameter PVC blank riser pipe
 37.9 to 52.5 feet: Flush-threaded, 2.0-inch-diameter 0.010"-machine slotted PVC well screen
 52.5 to 52.7 feet: Flush-threaded, 2.0-inch-diameter PVC and cap

0.0 to 2.0 feet: Concrete surface seal
 2.0 to 36.5 feet: Hydrated medium bentonite chips
 36.5 to 53.0 feet: Carmeuse Industrial Sands 10x20 Colorado silica sand pack
 53.0 to 56.3 feet: Hydrated medium bentonite chips

REMARKS

SS = Samples collected by using an 18-inch-long, 3.0-inch outside diameter split-spoon sampler driven by a 300 lb. wireline hammer.
 PID = Photoionization detector.
 * = Sample submitted for laboratory analysis.

Water level at time of drilling.

SLR GENERAL DWSL/GPJ GINT U.S.GOT 7/13/10



22122 20th Avenue SE
 Bothell, Washington 98021
 Telephone: 425.402.8800
 SLR International Corp Fax: 425.402.8488

WELL NUMBER MW-3

PAGE 1 OF 4

CLIENT Olympic Water and Sewer, Inc. PROJECT NAME Olympic Water and Sewer, Inc. Property
 PROJECT NUMBER 101.00433.00001 PROJECT LOCATION 701 Walker Way, Port Ludlow, WA
 DATE STARTED 6/9/10 COMPLETED 6/10/10 GROUND ELEVATION 286.23 ft HOLE SIZE 8-inch-diameter
 DRILLING CONTRACTOR Tacoma Pump & Drilling GROUND WATER LEVELS:
 DRILLING METHOD Air Rotary ∇ AT TIME OF DRILLING 33.0 ft / Elev 253.2 ft
 LOGGED BY C Lee CHECKED BY _____ AT END OF _____
 NOTES _____ AFTER DRILLING _____

DEPTH (ft)	INTERVAL	TYPE	NAME	RECOVERY %	BLOW COUNTS PER FOOT (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	PiD (ppm)	WELL DIAGRAM
0.0										
2.5						SP		GRAVELLY SAND, brown, fine-grained, little fine to medium gravel and cobbles, damp, no hydrocarbon-like odors or staining.		
5.0						ML		SANDY SILT, brownish gray, little very fine-grained sand, few fine to medium gravel, moist to very moist, no hydrocarbon-like odors or staining.	0	
7.5										
10.0						SP		SAND, gray, very fine-grained, few fine to coarse gravel and cobbles, few fines, damp, no hydrocarbon-like odors or staining.	0	

REMARKS

SS = Samples collected by using an 18-inch-long, 3.0-inch outside diameter split-spoon sampler driven by a 300 lb. wireline hammer.
 PID = Photoionization detector.
 * = Sample submitted for laboratory analysis.

∇ Water level at time of drilling.

SLR GENERAL OWS-EPJ GNT US GDT 7/13/10

(Continued Next Page)



22122 20th Avenue SE
 Bothell, Washington 98021
 Telephone: 425.402.8800
 SLR International Corp Fax: 425.402.8488

CLIENT Olympic Water and Sewer, Inc.

PROJECT NAME Olympic Water and Sewer, Inc. Property

PROJECT NUMBER 101.00433.00001

PROJECT LOCATION 701 Walker Way, Port Ludlow, WA

DEPTH (ft)	INTERVAL	TYPE	NAME	RECOVERY %	BLOW COUNTS PER FOOT (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	PID (ppm)	WELL DIAGRAM
12.5							SP	SAND, gray, very fine-grained, few fine to coarse gravel and cobbles, few fines, damp, no hydrocarbon-like odors or staining. (continued)		
15.0						0				
17.5										
20.0						0				
22.5										
25.0								0		

REMARKS

SS = Samples collected by using an 18-inch-long, 3.0-inch outside diameter split-spoon sampler driven by a 300 lb. wireline hammer.

PID = Photoionization detector.

* = Sample submitted for laboratory analysis.

∇ Water level at time of drilling.

SLR GENERAL DWSI GPJ GINT US GGT 7/13/10

(Continued Next Page)



22122 20th Avenue SE
 Bothell, Washington 98021
 Telephone: 425.402.8800
 SLR International Corp Fax: 425.402.8488

CLIENT Olympic Water and Sewer, Inc.
 PROJECT NUMBER 101.00433.00001

PROJECT NAME Olympic Water and Sewer, Inc. Property
 PROJECT LOCATION 701 Walker Way, Port Ludlow, WA

DEPTH (ft)	INTERVAL	TYPE	NAME	RECOVERY %	BLOW COUNTS PER FOOT (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	PID (ppm)	WELL DIAGRAM
27.5						SP		SAND, gray, very fine-grained, few fine to coarse gravel and cobbles, few fines, damp, no hydrocarbon-like odors or staining. (continued)		<p>10x20 SILICA SAND PACK</p> <p>0.010"-SLOTTED PVC SCREEN</p>
30.0		SS	MW3-30.5*	80	80/11"	ML		SILT, light brown, hard, moist, no hydrocarbon-like odors or staining.	1.2	
32.5						SP		SAND AND GRAVEL, brown, very fine- to fine-grained sand, fine to medium gravel, some cobbles, very dense, wet, no hydrocarbon-like odors or staining.		
35.0		SS		100	100	SP			1.0	
37.5										
40.0										

REMARKS

SS = Samples collected by using an 18-inch-long, 3.0-inch outside diameter split-spoon sampler driven by a 300 lb. wireline hammer,
 PID = Photoionization detector.
 * = Sample submitted for laboratory analysis.

▽ Water level at time of drilling.

SLR GENERAL DIVISION GENT US GDT 7/13/10



22122 20th Avenue SE
 Bothell, Washington 98021
 Telephone: 425.402.8800
 SLR International Corp Fax: 425.402.8488

CLIENT Olympic Water and Sewer, Inc. PROJECT NAME Olympic Water and Sewer, Inc. Property
 PROJECT NUMBER 101.00433.00001 PROJECT LOCATION 701 Walker Way, Port Ludlow, WA
 DATE STARTED 6/10/10 COMPLETED 6/11/10 GROUND ELEVATION 292.07 ft HOLE SIZE 8-inch-diameter
 DRILLING CONTRACTOR Tacoma Pump & Drilling GROUND WATER LEVELS:
 DRILLING METHOD Air Rotary ∇ AT TIME OF DRILLING 27.0 ft / Elev 265.1 ft
 LOGGED BY C Lee CHECKED BY _____ AT END OF _____
 NOTES _____ AFTER DRILLING _____

DEPTH (ft)	INTERVAL	TYPE	NAME	RECOVERY %	BLOW COUNTS PER FOOT (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	PID (ppm)	WELL DIAGRAM
0.0										
							0.3	ASPHALT.	291.0	
							SP	SAND, brown, fine-grained, few fine gravel, damp, no hydrocarbon-like odors or staining.		CONCRETE SURFACE SEAL
2.5										
							SP			
							4.0	GRAVELLY SAND, brown, fine-grained, some fine to medium gravel and cobbles, trace fines, damp, no hydrocarbon-like odors or staining.	265.1	
5.0									0	HYDRATED BENTONITE CHIPS
							SP			
7.5										
10.0									0	BLANK PVC RISER

REMARKS

SS = Samples collected by using an 18-inch-long, 3.0-inch outside diameter split-spoon sampler driven by a 300 lb. wireline hammer.
 PID = Photoionization detector.
 * = Sample submitted for laboratory analysis.
 ∇ Water level at time of drilling.

SLR GENERAL DRILLING UNIT US DDT 7/13/10



22122 20th Avenue SE
 Bothell, Washington 98021
 Telephone: 425.402.8800
 SLR International Corp. Fax: 425.402.8488

CLIENT Olympic Water and Sewer, Inc.

PROJECT NAME Olympic Water and Sewer, Inc. Property

PROJECT NUMBER 101.00433.00001

PROJECT LOCATION 701 Walker Way, Port Ludlow, WA

DEPTH (ft)	INTERVAL	TYPE	NAME	RECOVERY %	BLOW COUNTS PER FOOT (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	PID (ppm)	WELL DIAGRAM
12.5							SP	GRAVELLY SAND, brown, fine-grained, some fine to medium gravel and cobbles, trace fines, damp, no hydrocarbon-like odors or staining. (continued)	0	
15.0						0				
17.5										
20.0						0				
22.5										
25.0								0		

REMARKS

SS = Samples collected by using an 18-inch-long, 3.0-inch outside diameter split-spoon sampler driven by a 300 lb. wireline hammer.
 PID = Photoionization detector.
 * = Sample submitted for laboratory analysis.

∇ Water level at time of drilling.

SLR GENERAL DWWSI GPJ GINT US EOST 7/13/10



22122 20th Avenue SE
 Bothell, Washington 98021
 Telephone: 425.402.8800
 SLR International Corp Fax: 425.402.8488

CLIENT Olympic Water and Sewer, Inc.

PROJECT NAME Olympic Water and Sewer, Inc. Property

PROJECT NUMBER 101.00433.00001

PROJECT LOCATION 701 Walker Way, Port Ludlow, WA

DEPTH (ft)	INTERVAL	TYPE	NAME	RECOVERY %	BLOW COUNTS PER FOOT (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	PID (ppm)	WELL DIAGRAM
27.5						SP		27.0 ▽ SILTY SAND, grayish brown, fine-grained, little silt, trace fine gravel, wet, no hydrocarbon-like odors or staining.	265.1	
30.0	X	SS	MW4-31"	70	97/9"	SM			0	10x20 SILICA SAND PACK
32.5										0.010"-SLOTTED PVC SCREEN
33.0								33.0 SILT, brown, few fine to medium gravel, hard, damp, no hydrocarbon-like odors or staining.	259.1	
35.0	X	SS		100	50/3"	ML			0	
37.5						ML		37.5 GRAVELLY SILT, gray, some fine to medium gravel & cobbles, hard, very moist, no hydrocarbon-like odors or staining.	254.6	
40.0										

REMARKS

SS = Samples collected by using an 18-inch-long, 3.0-inch outside diameter split-spoon sampler driven by a 300 lb. wireline hammer.
 PID = Photolization detector.
 * = Sample submitted for laboratory analysis.

▽ Water level at time of drilling.

SLR GENERAL 01WS1.GPJ GINT US.GDT 7/13/10



22122 20th Avenue SE
 Bothell, Washington 98021
 Telephone: 425.402.8800
 SLR International Corp Fax: 425.402.8488

WELL NUMBER MW-4

PAGE 4 OF 5

CLIENT Olympic Water and Sewer, Inc.

PROJECT NAME Olympic Water and Sewer, Inc. Property

PROJECT NUMBER 101.00433.00001

PROJECT LOCATION 701 Walker Way, Port Ludlow, WA

DEPTH (ft)	INTERVAL	TYPE	NAME	RECOVERY %	BLOW COUNTS PER FOOT (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	PID (ppm)	WELL DIAGRAM
40.0	X	SS		100	100/7"			GRAVELLY SILT, gray, some fine to medium gravel & cobbles, hard, very moist, no hydrocarbon-like odors or staining. (continued)	0	
42.5						ML		@ 42.0 feet: Becomes moist.		
45.0	X	SS		100	100/6"				0	PVC END CAP
47.5								SAND AND GRAVEL, grayish brown, fine- to medium-grained sand, fine to coarse gravel and cobbles, very dense, very moist to wet, no hydrocarbon-like odors or staining.	245.1	
50.0	X	SS		70	50/3"	\$P/GW			0	HYDRATED BENTONITE CHIPS
52.5										

REMARKS

SS = Samples collected by using an 18-inch-long, 3.0-inch outside diameter split-spoon sampler driven by a 300 lb. wireline hammer.
 PID = Photoionization detector.
 * = Sample submitted for laboratory analysis.

∇ Water level at time of drilling.

(Continued Next Page)

SLR GENERAL OWS: GPJ GINT US GDT 7/13/10






22122 20th Avenue SE
 Bolhell, Washington 98021
 Telephone: 425.402.8800
 SLR International Corp Fax: 425.402.8488

CLIENT Olympic Water and Sewer, Inc.

PROJECT NAME Olympic Water and Sewer, Inc. Property

PROJECT NUMBER 101.00433.00001

PROJECT LOCATION 701 Walker Way, Port Ludlow, WA

DEPTH (ft)	INTERVAL	TYPE	NAME	RECOVERY %	BLOW COUNTS PER FOOT (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	PID (ppm)	WELL DIAGRAM
55.0						SP/GW				
						ML		GRAVELLY SILT, gray, little fine to coarse gravel, hard, damp, no hydrocarbon-like odors or staining.	237.6	
	X	SS	MW4-55*	70	50/6"				0	
									236.6	


Boring completed at 55.5 feet.

WELL COMPLETION DETAILS

- 0.0 to 25.0 feet: Flush-threaded, 2.0-inch-diameter PVC blank riser pipe
- 25.0 to 44.6 feet: Flush-threaded, 2.0-inch-diameter 0.010"-machine slotted PVC well screen
- 44.6 to 44.9 feet: Flush-threaded, 2.0-inch-diameter PVC end cap
- 0.0 to 2.0 feet: Concrete surface seal
- 2.0 to 22.0 feet: Hydrated medium bentonite chips
- 22.0 to 46.0 feet: Carmeuse Industrial Sands 10x20 Colorado silica sand pack
- 46.0 to 55.5 feet: Hydrated medium bentonite chips

REMARKS

SS = Samples collected by using an 18-inch-long, 3.0-inch outside diameter split-spoon sampler driven by a 300 lb. wireline hammer.
 PID = Photolization detector.
 * = Sample submitted for laboratory analysis.

 Water level at time of drilling.



22122 20th Avenue SE
 Bothell, Washington 98021
 Telephone: 425.402.6800
 Fax: 425.402.6488

CLIENT Olympic Water and Sewer, Inc. PROJECT NAME Olympic Water and Sewer, Inc. Property
 PROJECT NUMBER 101.00433.00001 PROJECT LOCATION 701 Walker Way, Port Ludlow, WA
 DATE STARTED 4/5/11 COMPLETED 4/6/11 GROUND ELEVATION 296.48 ft HOLE SIZE 8-inch-diameter
 DRILLING CONTRACTOR Tacoma Pump & Drilling GROUND WATER LEVELS:
 DRILLING METHOD Air Rotary SHALLOW PERCHED GROUNDWATER DEPTH: 18.0 ft / Elev 278.5 ft
 LOGGED BY C. Kramer CHECKED BY M. Stalon PRIMARY PERCHED GROUNDWATER DEPTH: 30.0 ft / Elev 266.5 ft
 NOTES _____

DEPTH (ft)	INTERVAL	TYPE	NAME	BLOW COUNTS PER FOOT (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	PID (ppm)	WELL DIAGRAM
0							TOPSOIL		
1.0							SAND, brown to gray, fine-grained, few gravel, damp, no hydrocarbon-like odors.	296.5	
5									CONCRETE SURFACE SEAL
10									HYDRATED BENTONITE CHIPS
15									BLANK PVC RISER

REMARKS

SS = Samples collected by using an 18-inch-long, 3 0-inch outside diameter split-spoon sampler driven by a 300 lb. wireline hammer.
 PID = Photoionization detector.
 * = Sample submitted for laboratory analysis.

Shallow perched groundwater at time of drilling. Primary perched groundwater at time of drilling

(Continued Next Page)

DWSI DWSI (03) GINT US MODIFIED 18 MARCH 2011 GBT 5/10/11



22122 20th Avenue SE
 Bothell, Washington 98021
 Telephone: 425.402.8900
 Fax: 425.402.8480

CLIENT Olympic Water and Sewer, Inc.

PROJECT NAME Olympic Water and Sewer, Inc. Property

PROJECT NUMBER 101 00433 00001

PROJECT LOCATION 701 Walker Way, Port Ludlow, WA

DEPTH (ft)	INTERVAL	TYPE	NAME	BLOW COUNTS PER FOOT (N VALUE)	U.S.C.S.	GRAPHIC LOG	MATERIAL DESCRIPTION	PID (ppm)	WELL DIAGRAM
15							SAND, brown to gray, fine-grained, few gravel, damp, no hydrocarbon-like odors. (continued)	0.0	
					SP		@ 18.0 feet: Wet @ 19.0 feet: Damp	0.0	
20							SILTY SAND brown to gray, fine-grained, some fines, few gravel, damp, no hydrocarbon-like odors.	0.0	
					SM			0.0	
25		X SS	MW5-25*	50/6"			SAND, gray, very fine- to fine-grained, trace fines, trace gravel, very dense, damp, no hydrocarbon-like odors.	0.0	
					SP			0.0	
30		X SS		50/6"			@ 30 feet: Wet SILTY SAND gray, very fine- to fine-grained, some fines, trace gravel, very dense, wet, no hydrocarbon-like odors.	0.0	
					SM			0.0	

REMARKS

SS = Samples collected by using an 18-inch-long, 3.0-inch outside diameter split-spoon sampler driven by a 300 lb. wireline hammer.
 PID = Photoionization detector.
 * = Sample submitted for laboratory analysis.

▽ Shallow perched groundwater at time of drilling. ▽ Primary perched groundwater at time of drilling

DWSI DWS1LCPJ GW*.JS MODIFIED 18 MARCH 2011, LOST 5/10/11



22122 20th Avenue SE
 Bothell, Washington 98021
 Telephone 425 402 8800
 Fax 425 402 8488

CLIENT Olympic Water and Sewer, Inc.

PROJECT NAME Olympic Water and Sewer, Inc. Property

PROJECT NUMBER 101.00433.00001

PROJECT LOCATION 701 Walker Way, Port Ludlow, WA

DEPTH (ft)	INTERVAL	TYPE	NAME	BLOW COUNTS PER FOOT (N VALUE)	U S C S	GRAPHIC LOG	MATERIAL DESCRIPTION	PID (ppm)	WELL DIAGRAM
35					SM		SILTY SAND gray, very fine- to fine-grained, some fines, trace gravel. very dense, wet, no hydrocarbon-like odors. (continued) @ 35.0 feet: Few gravel.		
					ML		SILT, gray, moist, no hydrocarbon-like odors.		

Boring completed at 37.0 feet.

WELL COMPLETION DETAILS

+2.96 to 26.5 feet: Flush-threaded, 2.0-inch-diameter PVC blank riser pipe
 26.5 to 36.5 feet: Flush-threaded, 2.0-inch-diameter 0.010"-machine slotted PVC well screen
 36.5 to 36.8 feet: Flush-threaded, 2.0-inch-diameter PVC end cap

0.0 to 2.0 feet: Concrete surface seal
 2.0 to 25.0 feet: Hydrated medium bentonite chips
 25.0 to 37.0 feet: Carmeuse Industrial Sands 10x20 Colorado silica sand pack

REMARKS

SS = Samples collected by using an 18-inch-long, 3.0-inch outside diameter spill-spoon sampler driven by a 300 lb wireline hammer.
 PID = Photoionization detector.
 * = Sample submitted for laboratory analysis.

☑ Shallow perched groundwater at time of drilling. ☑ Primary perched groundwater at time of drilling.

DWG: DWISLGPJ GINT US MODIFIED 16 MARCH 2011 CDF 5/10/11

PORT LUDLOW REGION

2

Well Data Summary

REFERENCE NO. 10

LOCATION: T 28 R 1E Sec. 8 1/4 1/4 KQ B

LAND SURFACE ELEVATION 300 B DEPTH 245 DATE DRILLED 1968

WELL OWNER: POPE TALBOT DEVELOPMENT, INC.

OWNER'S DESIGNATION WELL 2, N USE _____

INFORMATION SOURCE R+N 01-82 DRILLING METHOD CABLE

DRILLED BY STOICAN CASING SIZE (8) 10 Sec. _____

COMPLETION MODE SCREEN COMPLETION ZONE (8) 214-224
240-245

YIELD 15.8 A SPECIFIC CAPACITY 3.0 A

BWL 67.2 B DATE 11/1968 A

AQUIFER TRANSMISSIVITY 15,000 B

STORAGE COEFFICIENT _____ B

OTHER WATER BEARING ZONES PENETRATED _____

MAJOR AQUICLUDES PENETRATED _____

POST CONSTRUCTION BWL MEASUREMENTS WITH DATES 67.0 B 11/71

69.2 B 8/2/75 _____

REMARKS 11/71 Q/A = 4.0 @ 1 HRS AND 160 gpm.

11/71 TEMP 49 1/2, pH = 7.4, HARD = 70, Fe = 0.3, H₂S = SLIGHT

Mn = .16

781 Walker Way

RECORD BY. MCS

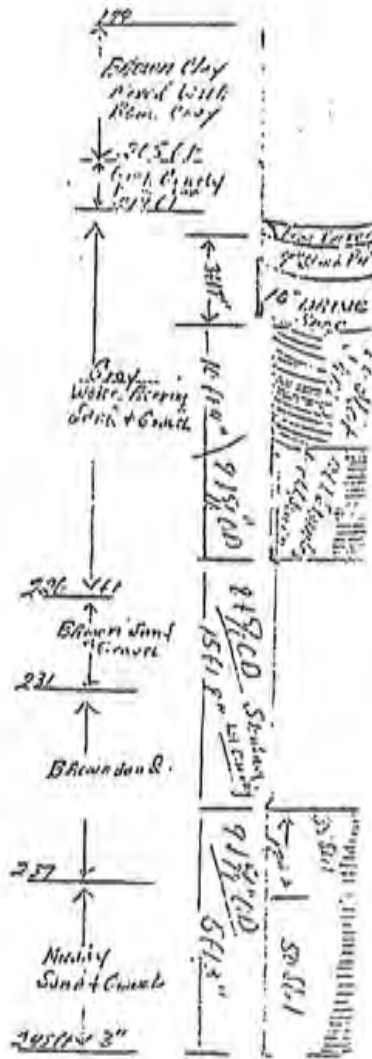
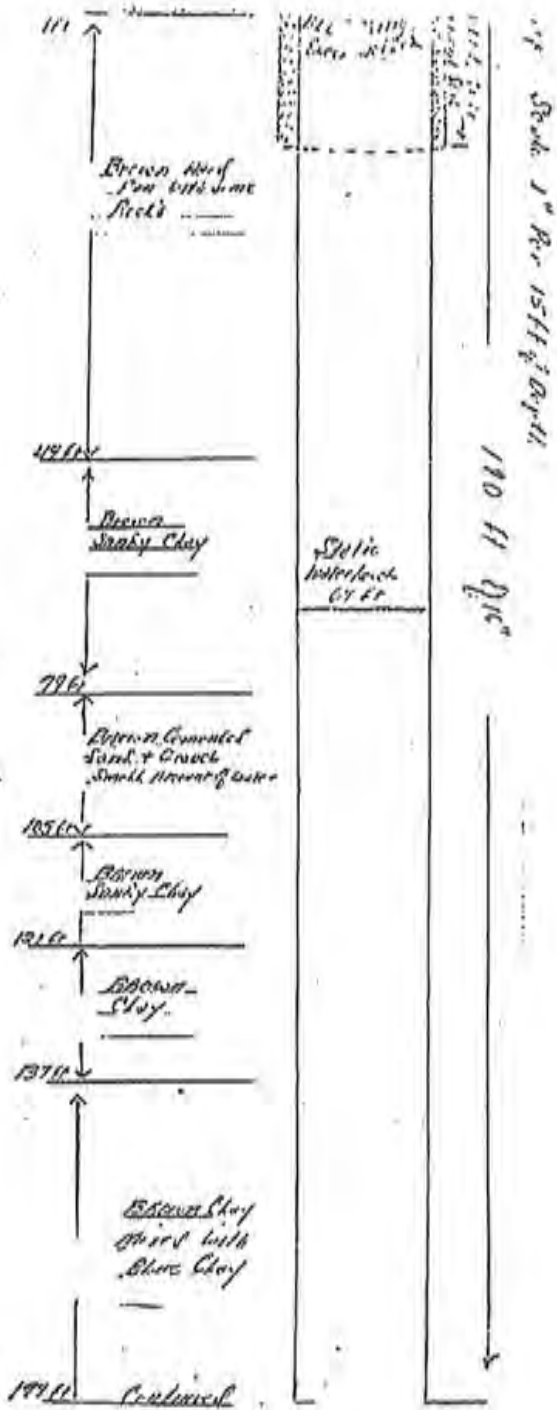


1/4 1/4 KQ

- REVIEW
- FIELD SCHEDULE

Page Omitted for Jefferson County Recording

Well #2 Boring Log and Well Schematic



Total Depth Tap 19 Cu
 Total Depth Tap 19 Cu
 Total Depth Tap 19 Cu
 Total Depth Tap 19 Cu

WELL #2