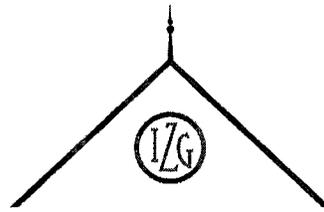


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September 24, 2015

Washington Recreation and Conservation Office
PO Box 40917
Olympia, WA 98504-0917

RE: Port of Grays Harbor
Ownership of 28th Street Boat Launch and aquatic lands
Our File PGH

Dear Sirs:

My office represents the Port of Grays Harbor and I serve as general counsel for the Port. The Port has requested that I provide a letter substantiating the Port's ownership and occupancy rights for the 28th Street Boat Launch and the aquatic lands that abut the uplands.

The Port of Grays Harbor is the owner of the real property that is comprised of by the 28th Street Boat Launch, viewing tower and parking area. This ownership is reflected in the records of the Grays Harbor County Assessor's office under the parcel numbers #056402300000 & #052209400001. I understand that Lisa Benn has sent you a copy of the Assessor's records.

The Port of Grays Harbor acquired the uplands as a result of an act of the Washington State Legislature in 1913. That act was codified under Chapter 27 in the 1913 Session Laws and was signed into law on March 3, 1913 by then Governor Hay. I am attaching a copy of the abstract of deed from the records of the Grays Harbor County Auditor reflecting the recording of that deed. To my knowledge the actual deed no longer exists. The Auditor's records shows the Port of Grays Harbor as the owner of the uplands that are comprised of the 28th Street Boat Launch uplands including the parking lot, siding of 28th Street and property at the corner of Henderson and 28th Street, Hoquiam.

The Port's use and occupancy of the tidelands abutting the 28th Street Boat Launch is the result of a Port Management Agreement (PMA) with the Department of Natural Resources. The PMA was first signed in 1985 and was most recently amended on February 1, 2013. I enclose copies of the 1985 PMA and the 2013 Second Amendment. The area abutting the 28th Street Boat

Washington Recreation and Conservation Office
September 24, 2015
Page 2

Launch is depicted in each as follows:

- 1985 PMA- Exhibit A to the PMA is an aerial photo that was used at the time to depict the aquatic lands, the photo is poor in quality, so, in addition there is a legal description also attached and labeled Management Unit No. 3.
- 2013 Second Amendment to PMA – When the amendment was prepared the Port had Berglund Schmidt surveyors, prepare survey maps depicting the area covered by the management units. Exhibit A page 3, depicts Management Unit No. 3, the area abutting the 28th Street Boat Launch.

I trust this information satisfies the requirements of your office for confirmation of ownership of the uplands and the right to use and occupy the aquatic lands relating to the 28th Street Boat Launch.

Very truly yours,

INGRAM, ZELASKO & GOODWIN



ARTHUR A. BLAUVELT III

AAB:hs
Enclosures

cc: Lisa Benn, Port of Grays Harbor

Abstract of Deed
MARINE TERMINAL AREA
December 6, 1913

66367 Cop sale
88

66369 121-6

STATE OF WASHINGTON
TO

PORT OF GRAYS HARBOR, a port dist- co-exten- with
the C- of C- and incor- under prov- of Chap- 92, of laws
of 1911, of S- of Wash-

DEED 12-6-13 20-6-13
Know all men that in pur- of an act- of the Lgeis- entitled
" An Act grant- cer- lds- to the Port of Grays Har- for
port pur- only and prov- for its rever- to the State if not
used for such pur " approv- by Gov- 3-3-13, the same being
Chap. 27, of Session Laws of 1913, of S- of Wash- the
1st pties- does hereby

GRANT CONVEY AND CONFIRM, unto 2nd party; ***** the fol-
des- tide lds- of the first class sit- in CCW- towit- 350

Beggng- at the meander cor- to sec- 7 and 12, Twp- 17
N R 9 and 10, West, -
thence along gove meander line north 85 deg- 39' 57.1" east
1665.904 ft-
south 79 deg- 20' 02.9" east, 386.449 ft- to the city lim-
thence along sd city lim- south 0 deg- 15' 29 .6" west,
1990.512 ft- to the inner har, line
thence along sd inner har- line north 54 deg- 39' 80.1"
west 633.326 ft-
north 69 deg- 21' 50" west, 1616.480 ft- north 84 deg- 53'
05" west 2.619 ft-
thence north 999.995 ft- to place of beggng- contain- 68.744
acres.

Sub- however to any lien or liens that may arise or
be created in con- of or pur- to the prov- of an act- of
the Legis- of S- of Wash-, & An act pres- the ways in which
waterways for the uses of navigation may be ex- by pri v-
contract-, prov- for liens upon tide and shore lds- belong
to the state, grant- rt- of wa across lds- belong to the
state, approv- 9-3-93.

The grantor hereby ex- saves ex- and reserves- *****
all oiles gases coal ***** of every name kind or des-
which may be in or upon s d lds- above des- *****

AQUATIC LANDS MANAGEMENT AGREEMENT

Washington State Department of Natural Resources

and

Public Port Districts of the State of Washington

Port of Grays Harbor
Port Management Agreement
No. 22-080015

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MANAGEMENT AGREEMENT

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MANAGEMENT AGREEMENT
No. 22-080015
Port of Grays Harbor

This Management Agreement, made as of the 18th day of September, 1985, by and between the State of Washington, Department of Natural Resources, (hereinafter referred to as "DNR"), and the Port of Grays Harbor, a Washington municipal corporation, (hereinafter referred to as "the Port").

Witnesseth.

Whereas, DNR is directed by law to manage aquatic lands owned by the State of Washington; and

Whereas, Section 6, Chapter 221, Laws of 1984, authorizes DNR and the port district, upon request of a port district, to enter into an agreement to manage state-owned aquatic lands as set forth in said law; and

Whereas, the Port has requested such an agreement; and

Whereas, DNR has determined that it is in the best interest of the State of Washington to enter into such an agreement with the Port,

Now, therefore, the parties hereto hereby agree as follows:

1. Term. This Management Agreement shall commence as of the date first written above and shall continue in full force and effect so long as the laws of the State of Washington allow management of aquatic lands by port districts.

2. Delegation. DNR hereby delegates management to the Port, and the Port hereby accepts the delegation and agrees to manage the parcels of state-owned aquatic lands listed on Exhibits A, which are attached hereto and incorporated by reference, (hereinafter referred to as the "Property"), as of the date of this Management Agreement in accordance with the provisions hereof.

The parties intend that this Management Agreement encompass all authority required for the Port to effectively manage the Property as contemplated by Chapter 221, Laws of 1984. However, if future circumstances indicate that additional authority is required to effectively manage the Property, the Port may request such authority from DNR, which approval shall not be unreasonably withheld.

The Port is hereby granted exclusive authority to enter into leases or other use authorization, including leases or use authorizations to itself, for the Property or portions thereof, except as otherwise provided herein. All such agreements shall be subject to this Management Agreement and shall have a copy of the Management Agreement attached thereto. Said leases shall survive this Management Agreement; PROVIDED, that any such lease by the Port shall contain a clause which states that upon termination of the Management Agreement, or removal of the leased property therefrom, the lessor of said lease shall become DNR. The Port shall furnish a copy of any lease to DNR upon request.

3. Property. Any parcel which meets the criteria established by law shall, upon request of the Port, be covered by this Management Agreement and included on Exhibits A. Any parcel hereafter meeting those criteria shall be added to this Management Agreement, upon request of the Port, by amending Exhibits A.

Any parcel which no longer meets these criteria shall cease to be covered by this Management Agreement and the management thereof shall return to DNR upon six (6) months written notice. Any parcel may be deleted from this Management Agreement at any time by mutual agreement or by the Port upon six (6) months written notice to DNR. If all subject property is deleted from this Management Agreement, and if the Port requests, this Management Agreement shall terminate. If any parcel is no

longer included in the Management Agreement for any reason, upon cessation the Port shall promptly remit to DNR its pro rata share of any prepaid rent received for that parcel.

4. Access. It is not the intent that any parcel owned by the State which is not covered by this Management Agreement, or any property owned by the Port should be left without access as a result of the Port's management of the Property. Provisions for access to such parcels shall be listed on Exhibits A or its amendments.

5. Acceptance of the Property. Except as otherwise agreed in writing the Port hereby accepts management of the Property listed on Exhibits A and any amendments in its present condition, and agrees, at its sole expense, to conform to federal, state, and local laws and regulations applicable to the holding or use of the Property.

6. Standard of Management. Management of the Property shall be consistent with the aquatic land policies of Chapters 79.90 through 79.96 RCW, as amended, and the implementing regulations adopted by DNR. These laws now state, in Sect. 2, Chapter 221, Laws of 1984 (RCW 79.90.455): "The manager of state-owned aquatic lands shall strive to provide a balance of public benefits for all." The administrative procedures for management of the Property shall be those of Title 53 RCW.

7. Use. The Port may use the Property for port purposes as authorized in Title 53 RCW so long as said use is consistent with the Washington State Constitution and laws of the State of Washington.

8. Port Regulations. The Port may adopt written policies and regulations to implement this Management Agreement and to direct the management of the Property. All such policies and regulations shall be submitted to DNR for review and comment prior to becoming effective. Any such policies or regulations must be consistent with this Management Agreement.

9. Planning for Aquatic Land Use. The parties recognize that long-range planning for aquatic land use involving the Property, developed through consultation between the parties in cooperation with the planning authorities of appropriate local jurisdictions, is a desirable management objective. In the event the parties develop and agree upon a long-range plan for aquatic land use for the Property, the Port may enter into leases for nonwater dependent uses consistent with that plan without DNR approval.

In the absence of a long-range plan for aquatic use of a portion of the Property, if the Port contemplates the possible lease or use of that portion of the Property for nonwater-dependent uses, it shall give DNR notice of its intentions at the earliest practicable time. DNR shall promptly meet with the Port to review the proposal for its consistency with the aquatic land policies of Chapters 79.90 through 79.96 RCW, as amended, and the implementing regulations adopted by DNR.

10. Rent. The following shall apply:

(a) The Port shall pay DNR no rent for the Port's use of any portion of the Property, provided, in the event the Port engages in a significant nonwater-dependent use on other than a temporary basis which produces substantial income, 85% of the revenue attributable to the rent of the state-owned aquatic land only shall be paid to DNR.

(b) If the use of any portion of the Property involves a lease or other use authorization to a third party, rent for such portion shall be collected and distributed according to law. In the event the use is nonwater-dependent, the Port shall establish the fair market rental in dollars and shall remit, in dollars, to DNR that portion required by law.

11. Security. If the Port leases any portion of the Property to a third party, the Port shall require security as provided by law.

12. Removal of Natural Resources. Other as than provided by RCW 79.90.150 no natural resources shall be removed from any parcel subject to

this Management Agreement without the prior written approval of DNR. If any approved removal requires payment to DNR for the value of the natural resources removed, such payment shall be made within 90 days of the removal.

13. Improvements.

(a) State-Owned Improvements. Any state-owned improvements existing on the Property shall be listed on Exhibit B. These improvements shall remain the property of the State and shall be maintained at the Port's sole expense in a good condition and state of repair. Upon the cessation or termination of this Management Agreement as to any portion of the Property, the Port shall return said portion, together with the state-owned improvements, to DNR in a condition as good as when received, normal wear and tear excepted.

At the time any portion of the Property with state-owned improvements becomes subject to Management Agreement, the Port and DNR shall determine whether, in view of the character and value of the improvements, the financial condition of the Port, the likelihood of risk of loss or damage, and other relevant factors, fire and extended coverage insurance on state-owned improvements shall be obtained by the Port.

The current agreed fair market value of the existing state-owned improvements on the Property, is listed on Exhibit B. The Port agrees to pay for the use of these improvements an amount equal to that which would be charged lessees by DNR for the use of those improvements, as the same is billed to the Port by DNR from time to time during the term of this Management Agreement.

(b) Other Improvements. Other improvements existing on the Property, or subsequently installed on the Property, shall be owned by the Port or any third party contractually entitled thereto. If any parcel is not substantially continuously subject to this Management Agreement or a lease, then, upon the termination of the Management Agreement or such lease, such improvements shall become the property of the State, unless DNR elects to have the improvements removed, in which case they shall be removed by the Port at its sole expense. If the Port fails to so do, DNR may have them removed, and the Port agrees to pay for the total cost of that removal.

14. Easements. DNR may grant permanent easements across any portion of the Property. DNR shall obtain the Port's written approval prior to making such grants, which approval shall not be unreasonably withheld. Any request to DNR by the Port and its Lessee for a permanent easement across any portion of the Property shall be promptly considered and approval shall not be unreasonably withheld.

The Port may grant non-permanent easements without DNR approval so long as the term of such grant does not exceed the maximum term allowed by statute for leases of the burdened portion of the Property.

15. Local Improvement Districts. The Port shall have the exclusive authority to consent or withhold consent to the inclusion of any portion of the Property in any local improvement district (LID). The Port shall be responsible for all assessments levied against any portion of the Property after the date of this Management Agreement, whether installment payments are due during the term of this Management Agreement or otherwise. The Port shall be responsible, during the term of this Management Agreement, for installments due on pre-existing LID assessments.

16. Taxes. Except for taxes and other governmental charges imposed by law on third parties, the Port shall be responsible for, and shall pay when due, all taxes, fees, licenses, and other governmental charges of whatever character or arising out of, or attributable to, the Property or to the Port's management, use and/or leasing thereof during the term of this Management Agreement.

17. Entry. DNR shall have right of entry to the Property at reasonable times for any lawful purposes.

18. Audits. The Port shall make all records concerning the management of any portion of the Property available to DNR upon request.

19. Liens and Encumbrances. The Port shall keep the Property free from liens and other encumbrances (other than leases and other use authorizations authorized in Paragraphs 2 Delegation, 14 Easements and 15 Local Improvement Districts). Nothing in this Management Agreement shall be construed as authorizing the Port to obligate DNR, directly or indirectly, to any costs, expenses, or financial liability on account of the management, use, lease, or other actions taken by the Port with respect to the Property.

20. Indemnification. DNR shall not be liable for any injury or death to any persons, or for damage to any property occurring on or about any portion of the Property, regardless of how such injury or damage be caused other than through the negligence of DNR. The Port agrees to indemnify and to hold and save DNR harmless from all liability and expense, including the expense of litigation, in connection with any such actual or alleged injury or damage.

The Port shall indemnify and hold and save DNR harmless from all contractual liability and expense, including the expense of litigation arising by virtue of Port management of the Property.

21. Eminent Domain. If at any time during the term of the Management Agreement the Property or any part thereof is taken or condemned by any authority having the power of eminent domain, the Port, DNR, and any other person having a legal interest shall have the right to appear in such proceedings and be represented by their respective counsel, and each may claim just compensation for its respective loss or damage sustained by the taking or condemnation. Any award, compensation, damages, or payment by reason of such taking shall be apportioned within such proceeding and each party shall take such amount, if any, as may be awarded to it.

22. Non-Waiver

The failure of either party to insist upon the strict performance of any of the covenants or conditions of this Management Agreement in any one or more instances shall not be construed to be a waiver thereof. In the event that a default is for other than the payment of money, the acceptance by either party of payments required under the Management Agreement shall not be deemed as a waiver of such default.

23. Dispute Resolution.

a. Dispute: means that whenever the Port and DNR cannot agree on the factual circumstances necessary to interpret this Management Agreement, or whenever the Port and DNR cannot agree on the application of any operative sections of this Management Agreement, either party may declare that a dispute exists concerning the Management Agreement.

b. Dispute Resolution:

1. If either party declares the existence of a dispute concerning this Management Agreement, the declaring party shall so notify the other party and shall provide a written statement of the facts, its interpretation of the Management Agreement, and its position concerning such dispute. Within 15 days the other party shall provide to the declaring party a written statement addressing those same three elements. Within 15 days after the declaring party has received the other party's written statement, the parties shall meet and try to resolve the dispute. In the event the dispute is not resolved within 60 days after the first meeting the matter may be referred to the Disputes Resolution Panel by either party.

2. Disputes Resolution Panel. The Disputes Resolution Panel shall consist of the following members:

a) The Chairman of the Board of Natural Resources (or some other member of the Board of Natural Resources designated by the chairman);

- b) The Supervisor of the Department of Natural Resources;
- c) The president of the port commission of the Port (or some other member of the port commission designated by the president);
- d) The chief administrative officer of the Port. (In the event the Port has no chief administrative officer, then such person shall be designated by the port commission.)

3. Consideration by Disputes Resolution Panel:

Within 60 days after the dispute is referred to the Disputes Resolution Panel it shall meet and attempt to resolve such dispute. In the event it is unable to resolve the dispute within said 60 day period either party may petition the Superior Court for resolution of the dispute.

24. Termination for Default. DNR may cancel this Management Agreement or remove any portion of the Property therefrom for any failure by the Port to perform its obligations under this Management Agreement on six months written notice to the Port, unless, within that time, the Port cures such default. DNR's decision whether to cancel the Management Agreement or to remove any portion of the Property shall be reasonably exercised. If the default is of a character which cannot be remedied within six months, the Port shall so notify DNR and the parties shall agree on a reasonable period to remedy the default. In the event the parties cannot agree on a period, that shall be referred to arbitration as provided in Paragraph 23. Failure to cure the default within such period may result in cancellation or removal of any portion of the Property upon notice. The decision by DNR to give notice of its intention to cancel this Management Agreement, or to remove a portion of the Property for default after expiration of the period for cure, shall constitute a dispute and shall be appropriate for resolution under Paragraph 23 herein.

25. NOTICES

All notices required by law or this Management Agreement shall be in writing and may be personally served or sent by registered or certified mail, return receipt requested. If such notice is served personally, service shall be conclusively deemed made at the time of service. If service is by registered or certified mail, service shall be conclusively deemed made three (3) days after the deposit thereof in the United States mail, postage prepaid, addressed to the parties to whom such notice is to be given. Any notice may be given at the following address (or such other address as either party may notify the other, in writing):

DNR Department of Natural Resources
 Division of Marine Lands
 Mail Stop QW-21
 Public Lands Building
 Olympia, WA 98504

Port Port of Grays Harbor
 Post Office Box 660
 Aberdeen, WA 98520

26. Attorney Fees. In the event either party shall be required to bring any action to enforce any of the provisions of this Management Agreement or shall be required to defend any action brought by the other with respect to this Management Agreement the prevailing party in such action shall be entitled to reasonable attorney's fees in addition to costs and necessary disbursements.

27. Assignment. part of this Management Agreement may be assigned or otherwise transferred.

Signed this 18th day of September, 19 85.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By James A. Stearns
JAMES A. STEARNS
Department Supervisor

Signed this 10th day of SEPTEMBER, 19 85.

APPROVED BY GRAYS HARBOR PORT
COMMISSION:

John H. Stevens
JOHN H. STEVENS
President

ATTESTED TO:

Gerald S. Terrell
GERALD S. TERRELL
Secretary

PORT OF GRAYS HARBOR
PO Box 660
Aberdeen, WA 98520

EXHIBIT "A"
(overview)*

Washington State Department of Natural Resources

and

Port of Grays Harbor

Port Management Agreement

No. 22-080015

*Engineer drawings on file in the office of the Commissioner of Public Lands at Olympia, Washington.

AQUATIC LANDS

MANAGEMENT UNIT NO. 1

PT. M&T. AC&R.

110.22-080015

PARCEL A

PGH DWG 1-100-1 8 DATED 10/84

LEGAL DESCRIPTION

- A. Port of Grays Harbor Uplands: Port lands abutting Management Unit No. 1 are described hereafter.

That portion of tracts 4, 6, and 7, Hoquiam Tide Lands, and that portion of Railroad Avenue included in a tract described as follows:

Beginning at a point on the South line of Lot 3, Tract 7, Hoquiam Tide Lands, said point having calculated State Tide Lands Coordinates N19,569.580/E23,609.664; thence North 2°36'30" East a distance of 540.000 feet; thence North 68°02'22" West a distance of 67.300 feet; thence North 1°55'13" East a distance of 680.103 feet; thence South 80°25'47" East a distance of 1,097.622 feet; thence South 0°15'30" West a distance of 70.273 feet; thence South 80°23'29" East a distance of 80.233 feet; thence North 0°15'30" East a distance of 82.298 feet; thence South 80°25'47" East a distance of 182.296 feet; thence South 80°25'47" East a distance of 800.000 feet; thence South 12°51'30" West a distance of 225.730 feet to Point "12_i"; thence South 42°46'31" West a distance of 579.755 feet to Point "13_i"; thence South 54°00'31" West a distance of 332.218 feet to Point "14_i"; thence South 82°51'30" West a distance of 834.218 feet to Point "15_i"; thence South 88°51'30" West a distance of 575.905 feet to the Point of Beginning.

- B. Management Unit No. 1: Aquatic lands abutting Port of Grays Harbor Uplands are described hereafter.

That portion of aquatic lands in front of Tracts 4 and 7, Hoquiam Tide Lands, included in a tract described as follows:

Beginning at a point on the South line of Lot 3, Tract 7, Hoquiam Tide Lands, said point having calculated State Tide Lands Coordinates N19,569.580/E23,609.664; thence South 2°36'30" West a distance of 250.536 feet; thence North 88°51'30" East a distance of 597.533 feet; thence North 82°51'30" East a distance of 884.861 feet; thence North 49°51'30" East a distance of 460.133 feet; thence North 37°51'30" East a distance of 632.679 feet; thence North 12°51'30" East a distance of 270.091 feet; thence North 80°25'47" West a distance of 149.937 feet; thence South 12°51'30" West a distance of 225.730 feet to Point "12_i"; thence South 42°46'31" West a distance of 579.755 feet to Point "13_i"; thence South 54°00'31" West a distance of 332.218 feet to Point "14_i"; thence South 82°51'30" West 834.218 feet to Point "15_i"; thence South 88°51'30" West a distance of 575.905 feet to the Point of Beginning.



Robert V. Kycek
Robert V. Kycek, P.E.
Port of Grays Harbor
Director of Engineering

AQUATIC LANDS

MANAGEMENT UNIT NO. 2

P.T. M&T, AGR.

No. 22-080015

PARCEL B

P.G.H. DWG P-100-2-7 DATED 10/84

LEGAL DESCRIPTION

- A. Port of Grays Harbor Uplands: Port lands abutting Management Unit No. 2 are described hereafter.

That portion of tracts 13, Aberdeen Tide Lands and of Benn's Plat, City of Aberdeen, included in a tract described as follows:

Beginning at the northwest corner of Lot 8 in Block 15, Benn's Plat, City of Aberdeen; thence North 87°49'44" East a distance of 129.93 feet along the south line of Heron Street; thence South 2°15'56" East a distance of 130.00 feet along the centerline of vacated Chehalis Street; thence South 87°49'44" West a distance of 30.00 feet; thence South 2°15'56" East a distance of 20.00 feet; thence North 87°49'44" East a distance of 180.52 feet; thence South 2°15'26" East a distance of 442.00 feet to the Inner Harbor Line; thence South 68°16'40.2" West a distance of 617.290 feet along said Inner Harbor Line to the intersection with the easterly line of the Wishkah River Waterway; thence North 51°03'15.9" West a distance of 163.999 feet; thence North 57°48'47.5" West a distance of 200.871 feet; thence North 52°31'59.8" West a distance of 216.100 feet; thence North 38°25'22" East a distance of 114.00 feet; thence North 51°34'38" West a distance of 42.00 feet; thence North 38°25'22" East a distance of 363.00 feet; thence North 39°45'04" East a distance of 67.16 feet; thence South 2°12'41" East a distance of 391.17 feet; thence North 87°54'34" East a distance of 172.89 feet; thence North 2°12'41" West a distance of 391.41 feet; thence North 87°49'44" East a distance of 60.00 feet; thence South 2°17'31" East a distance of 150.00 feet; thence North 87°49'44" East a distance of 199.84 feet; thence North 2°16'31" West a distance of 150.00 feet to the Point of Beginning.

- B. Management Unit No. 2: Aquatic lands abutting Port of Grays Harbor Uplands are described hereafter.

That portion of aquatic lands in front of Tract 13 and that portion of aquatic lands in the Wishkah River Waterway, Aberdeen Tide Lands, included in a tract described as follows:

Beginning at Point "11;" at the southerly corner of Tract 13, Aberdeen Tide Lands; thence North 51°03'15.9" West a distance of 163.999 feet; thence North 57°48'47.5" West a distance of 200.871 feet; thence North 52°31'59.8" West a distance of 216.100 feet; thence South 38°25'22" West a distance of 100.014 feet; thence South 52°31'59.8" East a distance of 222.380 feet; thence South 57°48'47.5" East a distance of 199.575 feet; thence South 51°03'15.9" East a distance of 217.740 feet; thence North 67°19'06.4" East a distance of 643.458 feet; thence North 2°15'26" West a distance of 95.679 feet; thence South 68°16'40.2" West a distance of 617.290 feet to the Point of Beginning.



Robert V. Kycek
Robert V. Kycek, P.E.
Port of Grays Harbor
Director of Engineering

AQUATIC LANDS

MANAGEMENT UNIT NO. 3

PT. MGT. AGR.

NO. 22-080015

PARCEL C

PGH DWG P-100-3 12 DATED 10/84

LEGAL DESCRIPTION

A. Port of Grays Harbor Uplands: Port lands abutting Management unit No. 3 are described hereafter.

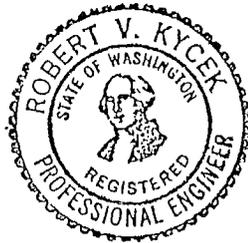
That portion of Tracts 23 and 24, Hoquiam Tide Lands, and of Heermans Annex to the City of Hoquiam; and that portion of Tract 20, Aberdeen Tide Lands, and of Hoquiam Addition and Evans and Lewis Addition(s) to the City of Aberdeen, included in a tract described as follows:

Beginning at the meander corner between Lot 2, Tract 1 and Tract 23, Hoquiam Tide Lands, bearing State Tide Lands Coordinates N20,000.000/E30,000.000, thence North 0°56'48" West a distance of 272.20 feet; thence South 89°30'19" East a distance of 2,022.57 feet; thence South 0°07'00" West a distance of 97.45 feet; thence South 89°53'15" East a distance of 925.99 feet; thence through a curve to the Southwest a distance of 275.24 feet, said curve having a radius of 3,694.00 feet, a central angle of 4°16'09", and with long chord bearing South 75°24'57" East; thence South 89°53'47" East a distance of 30.00 feet; thence South 0°06'13" West a distance of 70.91 feet; thence South 89°53'15" East a distance of 30.00 feet; thence South 0°06'13" West a distance of 40.00 feet; thence South 89°53'15" East a distance of 300.12 feet; thence South 0°05'58" West a distance of 309.84 feet; thence South 66°20'03" East a distance of 50.09 feet; thence South 89°53'15" East a distance of 702.66 feet; thence South 0°10'10" West a distance of 35.95 feet; thence South 89°49'50" East a distance of 30.00 feet; thence South 65°42'40" East a distance of 327.61 feet; thence South 89°47'11" East a distance of 30.00 feet; thence North 0°12'49" East a distance of 50.17 feet; thence South 89°47'11" East a distance of 30.00 feet; thence South 0°12'49" West a distance of 10.00 feet; thence South 89°43'22" East a distance of 0.74 feet; thence South 65°55'16" East a distance of 272.56 feet; thence South 89°43'22" East a distance of 31.98 feet; thence South 65°26'48" East a distance of 1,093.20 feet; thence South 0°22'44" West a distance of 2,126.60 feet to an intersection with the Inner Harbor Line; thence South 74°20'52.4" West along said Inner Harbor Line a distance of 976.586 feet to Point "4_i"; thence North 88°08'49.9" West a distance of 913.572 feet to Point "3_i"; thence North 54°39'00.1" West a distance of 3,187.318 feet to Point "2_i"; thence North 69°21'50" West a distance of 1,616.480 feet to Point "1_i"; thence North 84°53'05" West a distance of 2.628 feet; thence North a distance of 999.762 feet to the Point of Beginning.

B. Management Unit No. 3: Aquatic lands abutting Port of Grays Harbor Uplands are described hereafter.

That portion of aquatic lands in front of Tract 20, Aberdeen Tide Lands, and Tracts 23, and 24, Hoquiam Tide Lands, included in a tract described as follows:

Beginning at Point "P1.1_i" at the intersection of the Common City Limit Line between the Cities of Aberdeen and Hoquiam and the Inner Harbor Line; thence North 54°39'00.1" West a distance of 633.326 feet to Point "2_i"; thence North 69°21'50" West a distance of 1,616.480 feet to Point "1_i"; thence North 84°53'05" West a distance of 2.628 feet; thence South a distance of 260.539 feet; thence South 60°00'45.5" East a distance of 495.600 feet; thence South 29°59'14.5" West a distance of 100.000 feet; thence South 60°00'45.5" East a distance of 2,200.000 feet; thence North 29°59'14.5" East a distance of 100.000 feet; thence South 60°00'45.5" East a distance of 1,856.069 feet to Point "3_a"; thence South 88°08'49.9" East a distance of 346.950 feet; thence South 1°51'10.1" West a distance of 100.000 feet; thence South 88°08'49.9" East a distance of 1,680.063 feet; thence North 0°22'44" East a distance of 520.926 feet; thence South 74°20'52.4" West a distance of 976.586 feet to Point "4_i"; thence North 88°08'49.9" West a distance of 913.572 feet to Point "3_i"; thence North 54°39'00.1" West a distance of 2,553.992 feet to Point "P1.1_i" and the Point of Beginning.



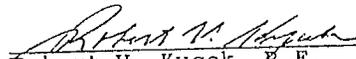

Robert V. Kycek, P.E.
Port of Grays Harbor
Director of Engineering

EXHIBIT "B"

Washington State Department of Natural Resources

and

Port of Grays Harbor

Port Management Agreement

No. 22-080015

Note: As of the date of execution of this agreement, there are no state-owned improvements situated on parcels A through C.

After Recording Return to:

INGRAM, ZELASKO & GOODWIN, LLP
Attorneys at Law
120 East First Street
Aberdeen, WA 98520

Document Title(s) (or transactions contained therein):

SECOND AMENDMENT TO PORT MANAGEMENT AGREEMENT

Reference Number(s) of Documents assigned or released:
(the original auditor's file number)

2012-071300002 - Surveys of Aquatic Lands covered by Port Management Agreement

Grantor(s) (Last name first, then first name and initials):

STATE OF WASHINGTON, DEPARTMENT OF NATURAL RESOURCES

Grantee(s) (Last name first, then first name and initials):

PORT OF GRAYS HARBOR

Legal Description (abbreviated, i.e. lot, block, plat, etc.):

Multiple

Assessor's Property Tax Parcel/Account Number:

Multiple

When recorded, return to:
Port of Grays Harbor
PO Box 660
Aberdeen, WA 98520-0038

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
PETER GOLDMARK, Commissioner of Public Lands
Olympia, WA 98504**

SECOND AMENDMENT TO PORT MANAGEMENT AGREEMENT

Agreement No. 20-080015

WHEREAS, the Port of Grays Harbor (the "Port") and the State of Washington acting through the Department of Natural Resources (the "State") entered into Port Management Agreement No. 20-080015 (the "PMA") on September 18, 1985, for areas know as PMA parcels 1, 2 and 3; and

WHEREAS, the PMA was amended on December 15, 1986, to add parcel 4; and

WHEREAS, on October 29, 1999, the Port obtained management and control over the property commonly known as Terminal 3 by purchasing approximately 151 acres of land from Rayonier, Inc. abutting Aquatic Lands Lease No. 22-002505, (Lease), and acquiring the Lease through a consent to assignment and a lease amendment with the State, (collectively the Terminal 3 Transaction) ; and

WHEREAS, at least as early as January 1, 1999, the Port exercised management and control over certain state-owned aquatic lands, commonly known as the Firecracker Point Outfall, by issuing a right of way agreement to Merino's Seafood for the use of the outfall (Firecracker Point Outfall Transaction); and

WHEREAS, the Port has managed the Terminal 3 and the Firecracker Point Outfall under the terms of the PMA since the time of the Terminal 3 Transaction and the Firecracker Point Transaction respectively; and

WHEREAS, in light of the Terminal 3 Transaction and the Firecracker Point Outfall Transaction, the PMA requires this Second Amendment to ensure that all parcels managed under the PMA are adequately identified in the PMA, and

WHEREAS, the Port has provided an amended Exhibit A to the PMA including Records of Survey of all parcels to be covered under the PMA as amended by this Second Amendment; and

WHEREAS, State has determined that said parcels of state-owned aquatic lands meet the criteria established by law for inclusion in a Port Management Agreement; and

WHEREAS, the State believes that this Second Amendment is in the best interest of the state of Washington;

IT IS THEREFORE AGREED:

- 1) Subject to the terms of this Agreement, the property commonly known as Terminal 3 shall be identified in the PMA as Parcel 5 and the property commonly known as the Firecracker Point Outfall shall be identified in the PMA as Parcel 6. Parcel 5 and Parcel 6 are covered by the PMA and included within Exhibit A of the PMA as amended herein.
- 2) In accordance with Section 3 of the PMA, Exhibit A to the PMA is hereby amended to include all of the state-owned aquatic lands described in the Record of Survey, recorded with the Grays Harbor County Auditor's Office under recording number 2012-07130002 which is incorporated by reference as the amended Exhibit A for the PMA.
- 3) The Parties agree that amendment of the PMA under this Agreement will not change the liability of either party for any future remediation on the site. The Port agrees to retain all the responsibilities and liabilities associated with PMA 20-080015.
- 4) The Port will submit to State for approval two (2) complete sets of amended exhibits B and C of the PMA by June 30, 2014. The Port will confirm the accuracy of all PMA exhibits annually.
- 5) The Port acknowledges that it continues to have an ongoing obligation to report to DNR any of the following:
 - a) Changes in Port ownership of uplands abutting PMA parcels.
 - b) Changes in planned or actual uses of PMA property.
 - c) Documentation of water-dependent / non water-dependent use areas and classifications.
 - d) Development of Improvements.
 - e) Development of authorized Fills, Confined Aquatic Disposal Sites or Mitigation Sites.

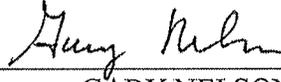
- f) Easements through PMA Property.
- 6) That all other terms and conditions of Port Management Agreement No. 20-080015 are not affected by this Amendment.
- 7) Port represents and warrants to State that (i) the PMA is in full force and effect; (ii) Port is not in default or breach of the Agreement; (iii) Port has no knowledge of any claims, offsets, or defenses of the Port under the Agreement; and (iv) to the best of Port's knowledge, the Property is in full compliance with all applicable federal, state, and local governmental permits, rules, ordinances, and laws.

Within 30 days of receipt of the executed Amendment, the Port shall record the Amendment in Grays Harbor County at Port's sole expense and provide State with recording information, including the date of recordation and file number.

THIS AGREEMENT requires the signature of all Parties and is effective on the date of the last signature below.

Executed this 27th day of June, 2012.

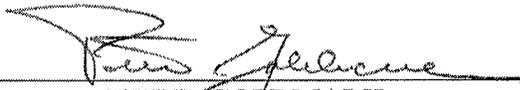
PORT OF GRAYS HARBOR



By: GARY NELSON
Executive Director
Address: PO Box 660
Aberdeen, WA 98520-0038
Phone: 360-533-9528

Executed this 15th day of Feb, 2013

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES



By: PETER GOLDMARK
Commissioner of Public Lands
Address: 1111 Washington Street
MS 47027
Olympia, WA 98504-7027

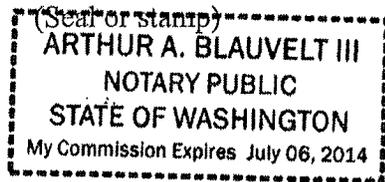
Approved as to Form in September 2011
By: Terence A. Pruit
Assistant Attorney General
State of Washington

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
County of Grays Harbor)

I certify that I know or have satisfactory evidence that GARY NELSON is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive Director of the Port of Grays Harbor to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 27, 2012



[Handwritten Signature]
(Signature)

Arthur A. Blauvelt III
(Print Name)

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

Manitowish

My appointment expires July 6, 2014

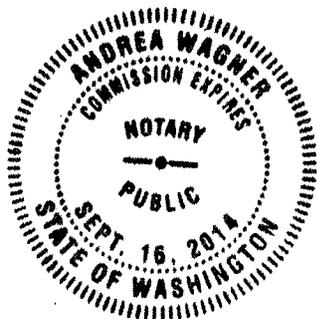
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
County of Thurston)

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

Dated: 2-15-13

(Seal or stamp)



[Signature]
(Signature)

A. WAGNER
(Print Name)

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

Olympia

My appointment expires 9-16-14

EXHIBIT A

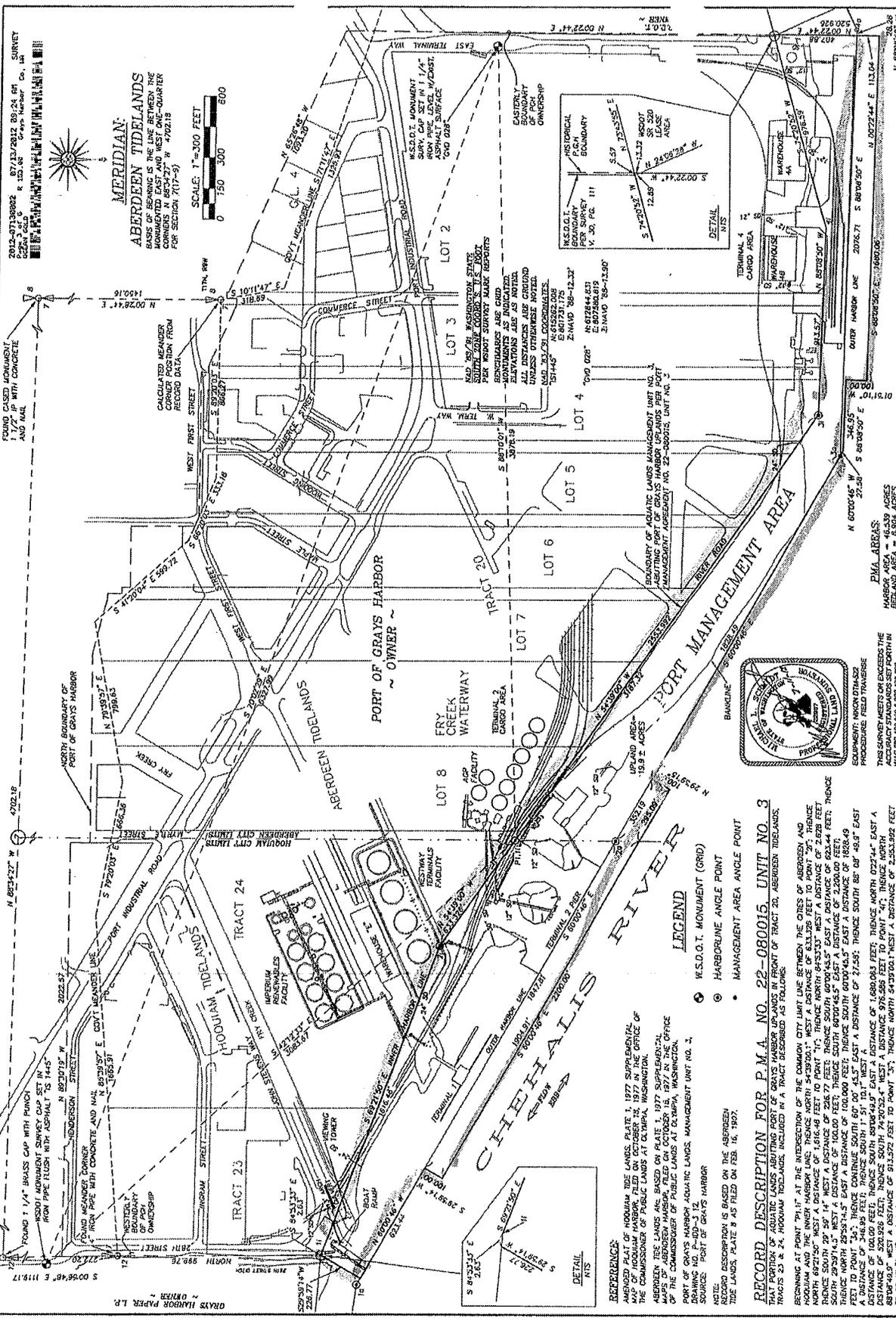
Legal Description of Premises and Encumbrances

Current Surveys recorded with Grays Harbor County

Auditor's File No. 2012-07130002 DAW

Date July 13, 2012 HJN

Copies of recorded surveys are attached.



<p>PORT MANAGEMENT AGREEMENT EXHIBIT 'A' PMA NO. 22-080015, UNIT NO. 3 FOR: PORT OF GRAYS HARBOR 11 SOUTHWOODING ABERDEEN, WA 98502</p>		<p>AUDITOR'S INDEXING DATA</p>	
DRY BY	KS	SCALE	TOWNSHIP
CHKD. BY	M/S	DATE	RANGE
		3-9-2012	17 N 19 W
		11.175	7,18,17
		3 OF 6	

AUDITOR'S CERTIFICATE
 THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF PORT OF GRAYS HARBOR IN MARCH, 2012.

Michael Schmidt COUNTY AUDITOR
[Signature] DEPUTY

SURVEYOR'S CERTIFICATE
 THIS SURVEY MEETS OR EXCEEDS THE REQUIREMENTS OF THE SURVEY RECORDING ACT AND THE PORT OF GRAYS HARBOR MANAGEMENT AGREEMENT NO. 22-080015, UNIT NO. 3, IN MARCH, 2012.

[Signature] SURVEYOR

RECORD DESCRIPTION FOR P.M.A. NO. 22-080015, UNIT NO. 3
 THAT PORTION OF AQUATIC LANDS ABUTTING PORT OF GRAYS HARBOR UP-UPON IN FRONT OF TRACT 20, ABERDEEN TIDELANDS, TRACTS 23 & 24, HOODMAN TIDELANDS, INCLUDED IN A TRACT DESCRIBED AS FOLLOWS:
 BEGINNING AT POINT "1" AT THE INTERSECTION OF THE COMMON CITY LIMIT LINE BETWEEN THE CITIES OF ABERDEEN AND HOODMAN AND THE INNER HARBOR LINE, THENCE NORTH 54°30'00" WEST A DISTANCE OF 833.925 FEET TO POINT "2", THENCE NORTH 29°30'14.5" WEST A DISTANCE OF 224.7 FEET TO POINT "3", THENCE SOUTH 60°00'44.5" EAST A DISTANCE OF 2,628 FEET TO POINT "4", THENCE NORTH 29°30'14.5" WEST A DISTANCE OF 100.00 FEET TO POINT "5", THENCE SOUTH 60°00'44.5" EAST A DISTANCE OF 2,200.00 FEET TO POINT "6", THENCE NORTH 29°30'14.5" EAST A DISTANCE OF 100.00 FEET TO POINT "7", THENCE SOUTH 60°00'44.5" EAST A DISTANCE OF 1888.49 FEET TO POINT "8", THENCE SOUTH 60°00'44.5" EAST A DISTANCE OF 2,150.00 FEET TO POINT "9", THENCE SOUTH 80° 48.97" EAST A DISTANCE OF 100.00 FEET TO POINT "10", THENCE SOUTH 80°48.97" EAST A DISTANCE OF 1,680.00 FEET TO POINT "11", THENCE NORTH 02°24'44" EAST A DISTANCE OF 520.89 FEET TO POINT "12", THENCE SOUTH 74°30'32.4" WEST A DISTANCE OF 978.595 FEET TO POINT "13", THENCE NORTH 04°03'00.1" WEST A DISTANCE OF 2,553.982 FEET TO POINT "14", AND THE POINT OF BEGINNING.

LEGEND

- W.S.D.O.T. MONUMENT (GRID)
- HARBORLINE ANGLE POINT
- MANAGEMENT AREA ANGLE POINT

REFERENCE:
 THAT OF HOODMAN TIDELANDS PLATE 1, 1977 SUPPLEMENTAL MAP OF HOODMAN TIDELANDS, FILED IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS AT OLYMPIA, WASHINGTON.
 ABERDEEN TIDELANDS ARE BASED ON PLATE 1, 1977 SUPPLEMENTAL MAP OF ABERDEEN HARBOR, FILED ON OCTOBER 18, 1977 IN THE OFFICE OF THE COMMISSIONER OF PUBLIC LANDS AT OLYMPIA, WASHINGTON.
 PORT OF GRAYS HARBOR AQUATIC LANDS MANAGEMENT UNIT NO. 3 SOURCE: PORT OF GRAYS HARBOR

NOTE:
 RECORD DESCRIPTION IS BASED ON THE ABERDEEN TIDELANDS PLATE 8 AS FILED ON FEB. 16, 1973.

BERGLUND, SCHMIDT & ASSOC. INC.
 PROFESSIONAL SURVEYORS AND ENGINEERS
 2324 WYOMING AVENUE
 TACOMA, WA 98408
 TEL: 252-3281
 FAX: 252-3282

PORT MANAGEMENT AGREEMENT EXHIBIT 'A'
 PMA NO. 22-080015, UNIT NO. 3
 FOR: PORT OF GRAYS HARBOR
 11 SOUTHWOODING
 ABERDEEN, WA 98502

AUDITOR'S INDEXING DATA

DRY BY: KS
 CHKD. BY: M/S
 SCALE: 1" = 300'
 DATE: 3-9-2012
 SHEET NO.: 3 OF 6
 JOB NO.: 11.175
 TOWNSHIP: 17 N 19 W
 SECTION: 7, 18, 17

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BERGLUND, SCHMIDT & ASSOC. INC.
 PROFESSIONAL SURVEYORS AND ENGINEERS
 2324 WYOMING AVENUE
 TACOMA, WA 98408
 TEL: 252-3281
 FAX: 252-3282

AUDITOR'S INDEXING DATA

DRY BY: KS
 CHKD. BY: M/S
 SCALE: 1" = 300'
 DATE: 3-9-2012
 SHEET NO.: 3 OF 6
 JOB NO.: 11.175
 TOWNSHIP: 17 N 19 W
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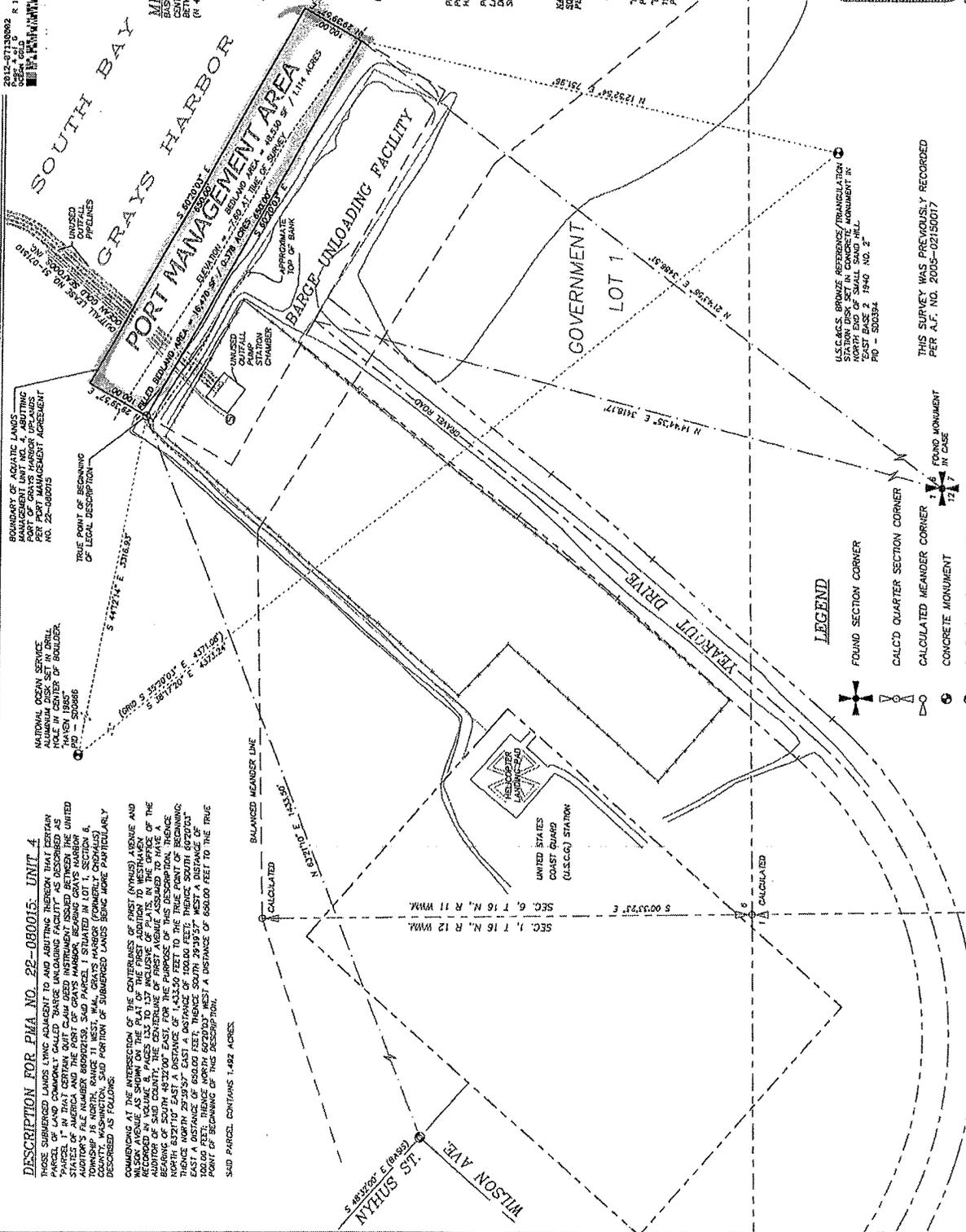
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 SCALE: 1" = 300'

2012-07130002 87432012 05:24 PM SURVEY
 0252.1410 R 153.08 Grays Harbor Co, WA

DESCRIPTION FOR PMA NO. 22-080015, UNIT 4
 THOSE SUBMERGED LANDS LYING ADJACENT TO AND ABUTTING THEREON THAT EXTRA PARCEL OF LAND COMMONLY CALLED "BARGE UNLOADING FACILITY" AS DESCRIBED AS PARCEL 10 ON THE CHAIN BEED INSTRUMENT ISSUED BETWEEN THE UNITED STATES OF AMERICA AND THE PORT OF GRAYS HARBOR (FORMERLY ORDNANCE) AUDITOR'S FILE NUMBER 88092158, SAID PARCEL 10 SITUATED IN LOT 1, SECTION 8, TOWNSHIP 15 NORTH, RANGE 11 WEST, WAL, GRAYS HARBOR (FORMERLY ORDNANCE) CONUNSHIP AS FOLLOWS:
 COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF FIRST (PUNISH) AVENUE AND WALSKA AVENUE AS SHOWN ON THE PLAT OF THE FIRST (PUNISH) AVENUE AND WALSKA AVENUE, VOLUME 8, PAGES 153 TO 157 INCLUSIVE OF PLATS, IN THE OFFICE OF THE COUNTY CLERK OF GRAYS HARBOR, WASHINGTON, COUNTY OF GRAYS HARBOR, STATE OF WASHINGTON, AND PROCEEDING IN THE FOLLOWING ORDER:
 NORTH 83°21'10" EAST A DISTANCE OF 1,433.50 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE NORTH 29°39'57" EAST A DISTANCE OF 100.00 FEET; THENCE SOUTH 60°20'03" WEST A DISTANCE OF 500.00 FEET; THENCE SOUTH 79°39'57" WEST A DISTANCE OF 100.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;
 SAID PARCEL CONTAINS 1.482 ACRES.



MERIDIAN ASSUMED:
 THE MERIDIAN IS THE CENTERLINE OF PUNISH AVENUE BETWEEN WALSON AND PATTERSON STREETS (N 48°32'00" W)



VERTICAL DATUM
 CITY OF WESTPORT M.L.L.W.
 (N.G.V.D. + 4.60)

REFERENCES:
 PLAT OF WESTPORT - VOLUME 8 OF PLATS, PAGE 154, RECORDS OF GRAYS HARBOR COUNTY, WASHINGTON.
 PORT OF GRAYS HARBOR AQUATIC FACILITY - PMA NO. 22-080015, UNIT NO. 4, RECORDS OF GRAYS HARBOR COUNTY, WASHINGTON.
 SOURCE: PORT OF GRAYS HARBOR

SEA LEVEL: WASHINGTON STATE
 PORT OF GRAYS HARBOR
 PMA NO. 22-080015, UNIT NO. 4
 PUNISH AVENUE DATA SUBMITTALS

ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED.
 "MAGN. 1983" N 156°45' 71.4" P/O - S 02086
 "MAGN. 1983" N 234°07' 88.0" P/O - S 02086
 "BASE 2" N 59°28'55.822" P/O - S 02086
 "1940 NO 2" S 74°03'35.874" P/O - S 02086



EQUIPMENT: DEDICOR GTS-2110
 PROCEDURE: FIELD TRAVERSE

BERGLING, SCHMIDT AND ASSOCIATES, INC.
 PROFESSIONAL ENGINEERS AND LAND SURVEYORS
 2323 BAY AVENUE
 HOQUIAM, WASHINGTON 98550 (360)532-7630
 AUDITOR'S INDEXING DATA

GOVT LOT QUARTER SECTION TWP. RANGE N.M.
 1 NW 6 16 11W

DRN. BY: M.L.S. DATE: 12-16-2004 SHEET NO. 4 OF 6
 JOB NO. 02,290
 SCALE 1" = 100'

PORT MANAGEMENT AGREEMENT
EXHIBIT 'A'
 PMA NO. 22-080015, UNIT NO. 4
 FOR PORT OF GRAYS HARBOR
 111 SOUTH WOODING
 ABERDEEN, WA 98504

SURVEYOR'S CERTIFICATE
 THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF PORT OF GRAYS HARBOR IN JULY, 2012.

AUDITOR'S CERTIFICATE
 FILED FOR RECORD THIS 15 DAY OF July 2012
 AT 9:21 A.M. IN BOOK 33 OF SURVEYS AT PAGE 177-178
 AT THE REQUEST OF GRAYS HARBOR
 COUNTY AUDITOR: _____ DEPUTY: _____
 MICHAEL L. SCHMIDT, PLS. P.L.S. NO.: 22967

THIS SURVEY WAS PREVIOUSLY RECORDED PER A.P. NO. 2005-02150017

LEGEND

- FOUND SECTION CORNER
- CALCD QUARTER SECTION CORNER
- CALCULATED MEANDER CORNER
- CONCRETE MONUMENT
- PLAT MONUMENT IN CASE
- FOUND MONUMENT
- FOUND MONUMENT IN CASE

EXHIBIT Ap4

