

PHASE I ENVIRONMENTAL SITE ASSESSMENT

Conducted On:

**MASON COUNTY TAX PARCELS
32021-51-00001 AND 32021-32-60570**



**May 10, 2016
Project No: 0516-01**

Prepared for:

**CAPITOL LAND TRUST
209 4TH AVENUE EAST #205
OLYMPIA, WA 98501**

**CITY OF SHELTON
525 W COTA ST.
SHELTON, WA 98584**



Prepared by:

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EXECUTIVE SUMMARY

This report represents the findings of ADESA's Phase I Environmental Site Assessment performed on Mason County Parcels 32021-51-00001 and 32021-32-60570 (excluding the far eastern 0.25 acres containing an encroaching dock), known here as the Property or Eagle Point Property, in Sections 21, Township 20N, and Range 03W. The approximately 0.51-acre Subject Property is located off Fairmount Avenue/SE Walker Park Road, on the southwestern area of Hammersley Inlet, southeast of Shelton Harbor in unincorporated Mason County, WA 98584. The Property is proposed for purchase by Capitol Land Trust and the City of Shelton from the current owner, the Port of Shelton.

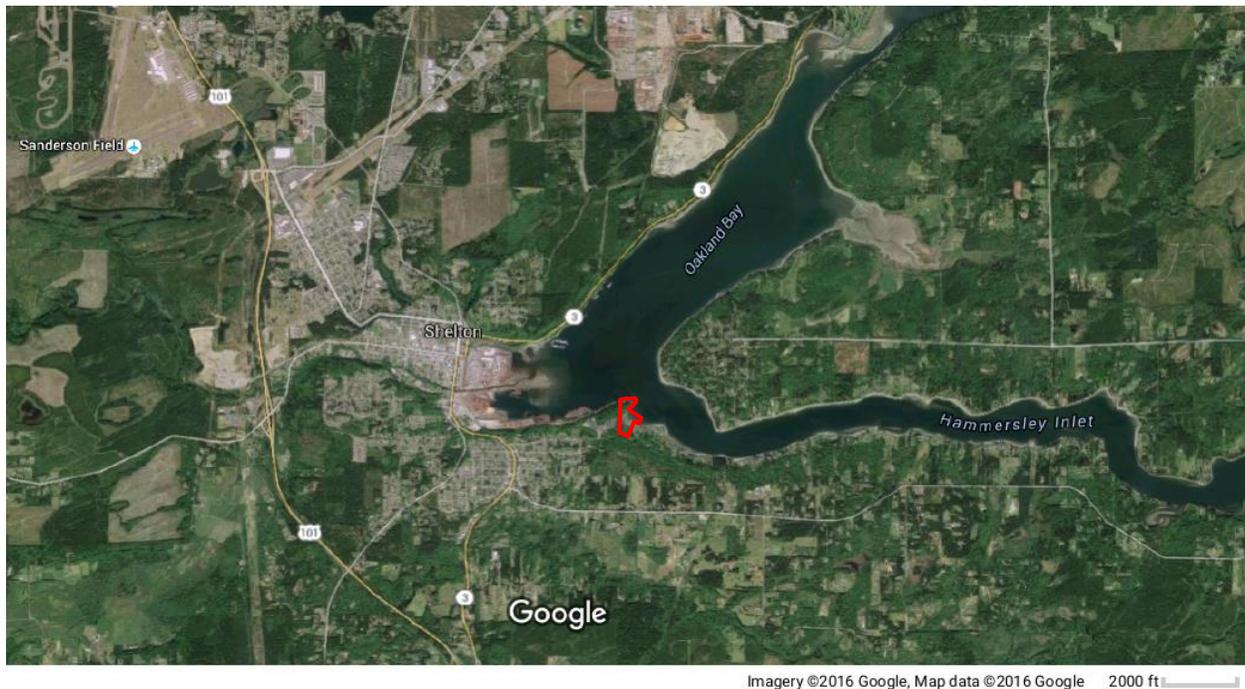


Figure 1.0: Site Location Map

Based on the review of available historical information, the Property has never been developed with structures.

Currently the Property is composed of undeveloped forest (tax parcel 32021-51-00001) and tidelands (tax parcel 32021-32-60570). An easement containing an effluent/treated water pipeline (circa late 1970's and redesigned in 2009/2010) passes through the Property, from the City of Shelton Waste Water Treatment Plant (WWTP) on the adjoining site to the west, and continues to the north-northeast, with an outfall below the water surface in Hammersley Inlet to the north. During the site inspection no evidence of current or historical structures or significant development was observed, and no potential recognized environmental conditions were identified.

The Hammersley Inlet (Puget Sound) borders the northern border of the Property; tax parcel 32021-32-60570 is composed entirely of tidelands along Hammersley Inlet. There are forested wetland areas associated with two or more small ephemeral streams that pass through parcel 32021-51-00001 and discharge to Hammersley Inlet via the tidelands on parcel 32021-32-60570. The groundwater gradient is generally presumed to the north toward Hammersley Inlet.



Well log data for domestic water wells in the vicinity of the Property report static water levels ranging from 6 to 23 feet below ground surface (bgs).

The Property is bound to the north by Hammersley Inlet and Shelton Harbor; to the east by single family residences; to the south by undeveloped forest land and beyond by single family residences; and to the west by the City of Shelton Municipal Waste Water Treatment Plant, 1698 Fairmount Avenue.

ADESA has developed and performed this Phase I Environmental Site Assessment within the scope and limitations of ASTM Practice E 1527-13, and in conformance with the Federal AAI Rules. Any exceptions to, or deletions from, this practice are described in this report. The Phase I Site Assessment of Mason County Parcels 32021-51-00001 and 32021-32-60570, excluding the far eastern portion of the parcel containing a dock, has revealed no evidence Recognized Environmental Conditions (REC).

Recommendations

- ✚ No further investigation into the environmental integrity of the Property is warranted at this time.



**PHASE I ENVIRONMENTAL SITE ASSESSMENT
Mason County Parcels 32021-51-00001 and 32021-32-60570**

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1.0 INTRODUCTION AND SCOPE OF WORK

This report represents the findings of ADESA's Phase I Environmental Site Assessment performed on Mason County Parcels 32021-51-00001 and 32021-32-60570 (excluding the far eastern 0.25 acres containing an encroaching dock), known here as the Property or Eagle Point Property. The approximately 15.7-acre Subject Property is located off Fairmount Avenue/SE Walker Park Road, on the southwestern area of Hammersley Inlet, southeast of Shelton Harbor in unincorporated Mason County, WA 98584. The Property is proposed for purchase by Capitol Land Trust and the City of Shelton from the current owner, the Port of Shelton.

1.1 LOCATION AND REAL ESTATE DESCRIPTION

Mason County Parcels 32021-51-00001 and 32021-32-60570 are located in Sections 21, Township 20N, and Range 03W.

The following abbreviated legal descriptions were provided by the Mason County Assessor's Office online property database:

Parcel 32021-51-00001 – 11.38 acres; undeveloped forest and wetland areas. An easement containing an effluent/treated water pipeline passes through the central area of this parcel, from the City of Shelton Waste Water Treatment Plant (WWTP) on the adjoining site to the west, and continues to the north-northeast, with an outfall below the water surface in Hammersley Inlet to the north.

ALDER CREEK TRACTS TRS 1-5 S 38/203 S38/238

Parcel 32021-32-60570 – 4.32 acres; undeveloped tidelands and one dock emanating from one of the single family residential properties to the east and encroaching on the east side of the parcel. An easement containing an effluent/treated water pipeline passes through the central area of this parcel, from the City of Shelton Waste Water Treatment Plant (WWTP) on the adjoining site to the west, and continues to the north-northeast, with an outfall below the water surface in Hammersley Inlet to the north. The eastern, approximately 0.25 acres of this parcel, which contains an encroaching dock associated with a nearby residential lot, was not included in this assessment.

T.L. LOTS 257-261 INCL

1.2 UTILITIES INFORMATION

The Subject Property is not currently developed with utilities. No historical wells or septic systems were identified.

1.3 RELATIONSHIP OF THE PURCHASE PRICE TO FAIR MARKET VALUE

The current fair market value appraisal information was not available at the time of this report. There are no indications that the value of the Property has been altered based on any known REC.



1.4 SEARCH FOR ENVIRONMENTAL LIENS OR USE LIMITATIONS

To assess the potential for environmental liens or activity use limitations on the Subject Property, ADESA researched information available at the Mason County Auditor's and Assessor's Office, Ecology's Environmental Covenant Registry and other pertinent regulatory databases listed in Appendix A of this report. During the course of this investigation, no environmental liens or use limitations were found in connection with the Subject Property other than those associated with critical areas and their buffers.

1.5 PHYSICAL SETTING OF THE SUBJECT PROPERTY AND VICINITY

The Subject Property is an irregular shaped, approximately 15.7-acre area that includes Mason County Parcels 32021-51-00001 and 32021-32-60570. Access to the Property is provided via street parking along Fairmount Avenue/SE Walker Park Road to the south. The Property is bound to the north by Hammersley Inlet and Shelton Harbor; to the east by single family residences; to the south by undeveloped forest land and beyond by single family residences; and to the west by the City of Shelton Municipal Waste Water Treatment Plant, 1698 Fairmount Avenue.

The Hammersley Inlet (Puget Sound) borders the northern border of the Property; tax parcel 32021-32-60570 is composed entirely of tidelands along Hammersley Inlet. There are forested wetland areas associated with two or more small ephemeral streams that pass through parcel 32021-51-00001 and discharge to Hammersley Inlet via the tidelands on parcel 32021-32-60570.

Based on information obtained from the USFWS National Wetlands Inventory online database, there are designated estuarine and marine wetland areas located on the tideland and shoreline areas of the Property.

Property is found on FEMA Community Map Panel 5301150275C, dated May 17, 1988. Flood maps produced by FEMA indicate that the tidelands and shoreline areas of the Property are designated as Zone A; areas located within the 100-year floodplain. Remaining areas of the Property are located within Zone C; areas determined to be outside the 0.2% chance floodplain.

The groundwater gradient is generally presumed to the north toward Hammersley Inlet. Well log data obtained from the Washington State Department of Ecology, for domestic water wells in the vicinity of the Property, report static water levels ranging from 6 to 23 feet below ground surface (bgs).

According to the 1981 USGS 7.5 Minute Topographic Map of the Shelton Quadrangle, the elevation of Subject Property ranges from approximately 45 feet above mean sea level (AMSL) along the southern Property border, to 100 feet AMSL on the upland areas in the northwest area of the Property to <5 feet AMSL on the tideland areas on the north side of the Property.

The USDA Natural Resources Conservation Service (NRCS) reports the soil units on the Property include the Bellingham silt loam, the Grove gravelly sandy loam, and the Shelton gravelly sandy loam. The soil profile recorded on the well installation log, for the well located on nearby residential properties, indicates clay and cobbles from 0-12 ft bgs; sand and clay from 12-14 ft bgs; clay sand from 14-26 ft bgs; hard pan from 26-30 ft bgs; sand and gravel from 30-32 ft bgs; silt and sand from 32-35 ft bgs; and sand and gravel from 35 ft bgs to a terminal depth of 46 ft bgs.

Copies of the NRCS Web Soil Survey, National Wetlands Inventory Map, Ecology Well Logs and the FEMA Firmette are included in the Appendix of this report.

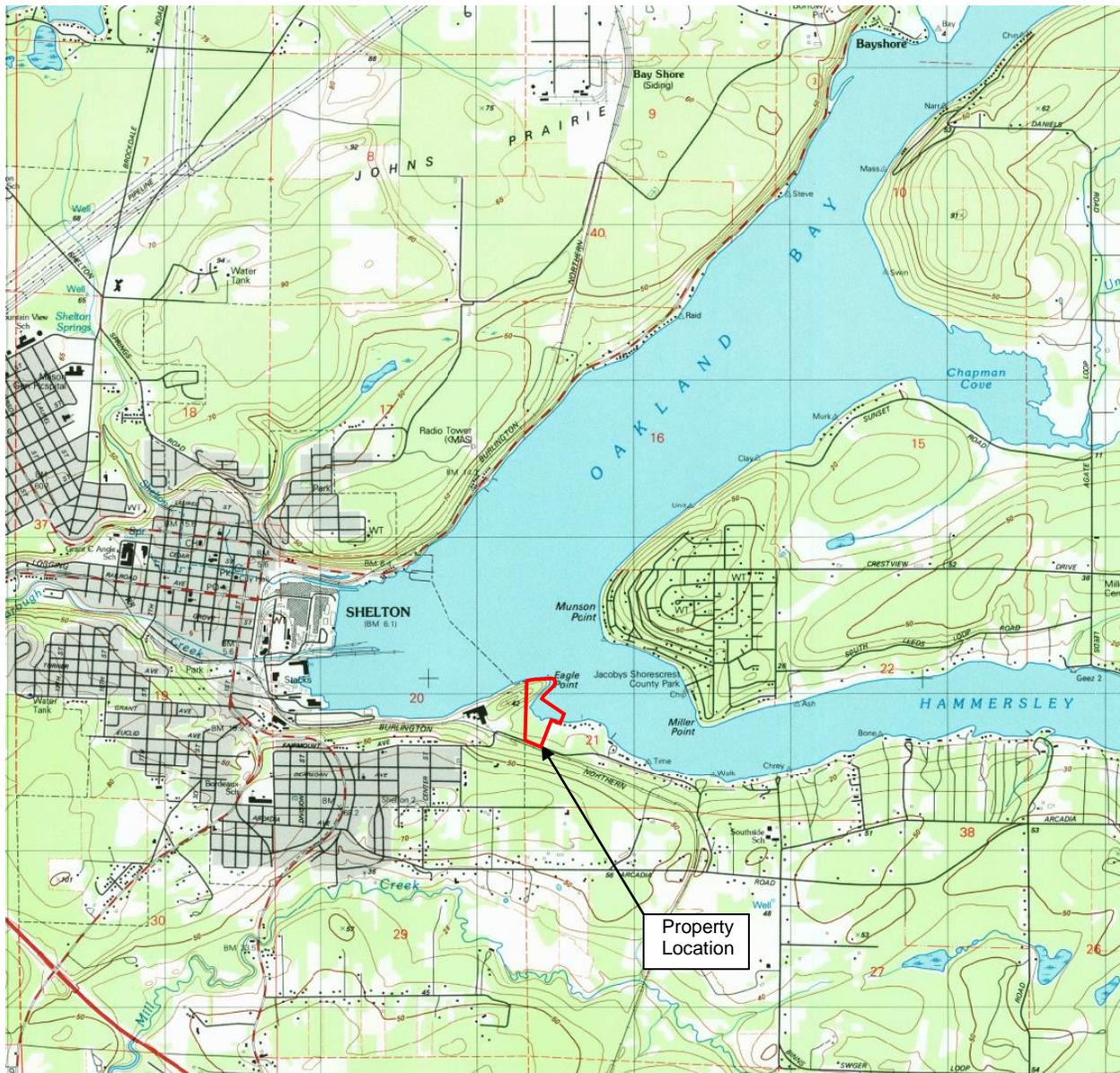


Figure 2.0: 1981 USGS Topographic Map

1.6 SCOPE OF WORK

This ESA has been completed at the request of the Capitol Land Trust to satisfy the due diligence requirement necessary to qualify for the innocent purchaser defense to CERCLA environmental liability. Specifically, this means the practices that constitute all appropriate inquiry into the previous ownership and uses of the property, consistent with good commercial or customary practice, to identify any current or historic Recognized Environmental Conditions (REC/HREC). The scope-of-work for this ESA adheres to the American Society for Testing and



Materials (ASTM) Standard Practice for Environmental Site Assessments (E 1527-13) and the United States Environmental Protection Agency (USEPA) All Appropriate Inquiry (AAI) Final Rule, 40 C.F.R. Part 312.

- ✦ ASTM Standard E 1527-13 defines a Recognized Environmental Condition (REC) as:

“The presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. De minimis conditions are not recognized environmental conditions.”

- ✦ ASTM Standard E1527-13 defines a Controlled Recognized Environmental Condition (CREC) as:

“A recognized environmental condition resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority (for example, as evidenced by the issuance of a no further action letter or equivalent, or meeting risk-based criteria established by regulatory authority), with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls (for example, property use restrictions, activity and use limitations, institutional controls, or engineering controls).”

- ✦ ASTM Standard E1527-13 defines a Historic Recognized Environmental Condition (HREC) as:

“A past release of any hazardous substances or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted use criteria established by a regulatory authority, without subjecting the property to any required controls (for example, property use restrictions, activity and use limitations, institutional controls, or engineering controls).”

2.0 HISTORICAL USE INFORMATION

Historical records including aerial photographs, topographic maps, Metsker maps, Sanborn maps, city directories and property records pertaining to the previous uses and development of the Subject Property were searched for, reviewed or obtained by ADESA from various sources including:

- ✦ Washington State Department of Transportation (WSDOT)
- ✦ Washington State Library
- ✦ Washington State Department of Natural Resources (DNR)
- ✦ Washington State Department of Ecology (Ecology)
- ✦ Washington State Archives Office
- ✦ University of Washington Library’s Map Collection & Cartographic Information Services Unit
- ✦ Washington State University Online Digital Map Collection (WSU)
- ✦ Evergreen State College Library (TESC)
- ✦ Timberland Regional Library System



- ✚ Mason County Offices (Assessor, Auditor, Health Department/Environmental Health)
- ✚ City of Shelton Department of Community Development/Public Works
- ✚ Washington State Department of Fish and Wildlife (WDFW)

Date	Information Obtained	Source
1939	No structures are depicted on the Property or surroundings. Fairmount Avenue/SE Walker Park Road has not been developed to the south of the Property; no road access is apparent. Further to the south, the current railroad line is depicted.	Aerial Photograph reviewed online at http://historicaerials.com
1942	The Property and surrounding areas to the south, west and east appear to be undeveloped forest land or tidelands. Beyond the adjoining property to the west, there are sawmill related industrial developments.	War Department Aerial Photograph: Northwest Sector 25-17 reviewed online at the Washington State Department of Ecology Coastal Atlas
1951	The Property is undeveloped forest land and tidelands. Fairmount Avenue/SE Walker Park Road has been developed. The adjoining property to the east is developed with the current single family residential structure. Beyond an area of undeveloped forest on the adjoining property to the west, there are sawmill related industrial developments.	Aerial Photograph reviewed online at http://historicaerials.com
1968/69	No improvements/structures or other valued infrastructure is reported on the Property.	Historical Mason County Assessor Field Valuation Sheets
1977	The Property appears to be undeveloped forest land and tidelands. The adjoining property to the east is developed with the current single family residential structure. Beyond an area of undeveloped forest on the adjoining property to the west, there are sawmill related industrial developments that do not appear to be in active use.	Aerial Photograph reviewed online at the Washington State Department of Ecology Coastal Atlas
Mid to Late	The City of Shelton Waste Water	Interview with the City of Shelton



Date	Information Obtained	Source
1970's	Treatment Plant is developed on the adjoining property to the west, including the effluent pipe/easement that currently passes through the Property.	Department of Community Development
1988	No improvements/structures or other valued infrastructure is reported on the Property.	Historical Mason County Assessor Field Valuation Sheets
1990	The Property and surrounding areas appear similar to current conditions.	Aerial Photograph reviewed online at http://historicaerials.com
1992	The Property and surrounding areas appear similar to current conditions.	Aerial Photograph reviewed online at the Washington State Department of Ecology Coastal Atlas
2005, 2006	The Property and surrounding areas appear similar to current conditions.	Aerial photograph reviewed at the Mason County TaxSifter website, (http://mapmason.co.mason.wa.us/)
2009	The Property and surrounding areas appear similar to current conditions.	Aerial photograph reviewed at the Mason County TaxSifter website, (http://mapmason.co.mason.wa.us/)
2009-2010	The City of Shelton Waste Water Treatment Plant is redesigned and redeveloped on the adjoining property to the west.	Interview with the City of Shelton Department of Community Development
2011	The Property and surrounding areas appear similar to current conditions.	Aerial photograph reviewed at the Mason County TaxSifter website, (http://mapmason.co.mason.wa.us/)

The property is not covered by Sanborn Maps or historical city directories. The review of the historical use information above has revealed no REC. Based on the review of available historical information, the Property has never been developed with structures. Currently the Property is composed of undeveloped forest (tax parcel 32021-51-00001) and tidelands (tax parcel 32021-32-60570). An easement containing an effluent/treated water pipeline (circa late 1970's and redesigned in 2009/2010) passes through the Property, from the City of Shelton Waste Water Treatment Plant (WWTP) on the adjoining site to the west, and continues to the north-northeast, with an outfall below the water surface in Hammersley Inlet to the north.

3.0 INTERVIEWS

ADESA contacted local government agencies to identify any current or historical information or reports of hazardous materials usage, storage, and/or releases that may have impacted the Subject Property. ADESA made reasonable efforts to contact previous property owners and conducted interviews modeled after the ASTM derived ADESA Phase I ESA User questionnaire (See Appendix C). Some previous property owners were not contacted due to the lack of usable contact information, and/or the likelihood that any information provided would be duplicative.



Interviewee	Information Obtained	Date/Style
Brandon Palmer, Engineering Manager, Port of Shelton, representative of the current Property Owner.	Mr. Palmer completed ADESA's Pre-Survey Environmental Questionnaire. In completing the pre-survey questionnaire, the current owner indicated that they are unaware of any current/past recognized environmental conditions or use limitations and environmental liens associated with the Property.	4/27/2016 Pre-survey ESA Questionnaire
Bridget Johnson, Mason County Assessor's Office	Ms. Johnson provided ADESA with historic property assessment information for the Property and surrounding tax parcels, including historical valuation field sheets. Relevant information is included in the Appendix.	5/2/2016 Email
Jason Dose, Senior Planner, City of Shelton	Mr. Dose reviewed City of Shelton records for information related to the historical petroleum contaminated soil cleanups on the adjoining property to the west, which has been operated as the City of Shelton municipal Waste Water Treatment Plant since the 1970's.	5/6/2016 Telephone Interview
Susan Baxter, Records and Public Disclosure, Southwest Regional Office, Washington State Department of Ecology	Ms. Baxter provided ADESA with the regulatory files associated with the historical cleanup and subsurface investigation on the adjoining property to the west; the Shelton WWTP. Information obtained from Ecology is further discussed in Section 4.0 below.	4/28/2016 Email
Cody Lund, Mason County Environmental Health Division	Mr. Lund reviewed the Mason County Environmental Health land use and general complaint databases for information related to the Property. Mr. Lund found no information regarding spill responses, septic tanks, methamphetamine manufacture, illegal dumping, or the use/storage of hazardous materials and petroleum products (including underground storage tanks)	5/2/2016 Telephone Interview

4.0 REGULATORY AND ENVIRONMENTAL DATABASE REVIEW

As part of this assessment, ADESA performed a review of pertinent Local, State and Federal databases in search of potential documented Recognized Environmental Conditions (REC) in association with the Subject Property and/or properties within a 1-mile search radius. The regulatory database search information is presented in Appendix A of this report and is consistent with that specified by ASTM Standard E 1527-13 for government records review. Further, governmental databases not identified below indicate that no sites fitting those criteria exist within the ASTM specified search radius or were otherwise determined to be of no significance to this investigation. For a full listing of the governmental databases reviewed, see Appendix A.

None of the surrounding sites within the ASTM search radii were identified on any State or Federal regulatory databases that could be construed as a recognized environmental condition for the Subject Property.



Federal NPL

The National Priorities List (NPL) is the Environmental Protection Agency (EPA) database of uncontrolled or abandoned hazardous waste sites identified for priority remedial actions under the Superfund Program.

No NPL sites are located within one mile of the Property.

Federal CERCLIS List

The Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) list is a compilation of sites that the EPA has investigated or is currently investigating for a release or threatened release of hazardous substances.

No CERCLIS sites were listed within one-half mile of the Property.

Federal CERCLIS NFRAP Sites List

The CERCLIS No Further Remedial Action Planned (NFRAP) List is a compilation of sites that the EPA has investigated, and has determined that the facility does not pose a threat to human health or the environment, under the CERCLA framework.

No CERCLIS NAFRAP sites were listed within one-half mile of the Property.

Federal Resource Conservation and Recovery Act (RCRA) CORRACTS TSD Facilities List

The EPA Resource Conservation and Recovery Act (RCRA) Program identifies and tracks hazardous waste from the point of generation to the point of disposal. The RCRA Treatment, Storage and Disposal (TSD) database is a compilation by the EPA of reporting facilities that treat, store or dispose of hazardous waste. The CORRACTS database is the EPA's list of treatment storage or disposal facilities subject to corrective action under RCRA.

No RCRA CORRACTS TSD facilities are listed within one mile of the Property.

Federal Resource Conservation and Recovery Act (RCRA) Non-CORRACTS TSD Facilities List

The RCRA TSD database is a compilation by the EPA of reporting facilities that treat, store or dispose of hazardous waste.

No RCRA TSD sites are listed within one-half mile of the Property.

Federal RCRA Generator List

The RCRA program identifies and tracks hazardous waste from the point of generation to the point of disposal. The RCRA Generators database is a compilation by the EPA of reporting facilities that generate hazardous waste.

No Generator facilities are listed on or immediately adjacent to the Property.

Federal Emergency Response Notification System (ERNS)

The Emergency Response Notification System (ERNS) is a national database used to collect information or reported release of oil or hazardous substances.



No ERNS sites were listed on the Property or on the adjacent properties.

US Engineering Controls/US Institutional Controls

Listings of sites with imposed engineering or institutional controls.

No US Engineering Controls/US Institutional Controls sites were identified within one-half mile of the Property.

US NPDES

Listings of sites that have active discharge permits filed as part of the National Pollutant Discharge Elimination System.

The Property was not identified as a NPDES facility. One NPDES listing was identified in association with the City of Shelton Waste Water Treatment Plant on the adjoining property to the west and the effluent pipe easement that crosses the Property. No violations or indications of potential recognized environmental conditions were identified in association with the NPDES listing.

State Priority List

The Washington State Department of Ecology maintains a State Priority List (SPL) or Hazardous Sites List (HSL) of sites that have been ranked by Ecology using the Washington Ranking Method (WARM). The HSL database is the state NPL equivalent in Washington.

No HSL sites were identified within one mile of the Property.

State CERCLIS-Equivalent List

The Washington State Department of Ecology maintains a State CERCLIS-equivalent list (SCL) or Confirmed or Suspected Contaminated Sites List (CSCSL), of sites under investigation that could be actually or potentially contaminated and presenting a possible threat to human health and the environment. The CSCSL database is the state CERCLIS equivalent in Washington.

Thirteen CSCSL sites were identified within one mile of the Property. Eleven of the listed facilities are located in excess of 0.8 mile away and in many cases cross/down gradient relative to the Property. Based on distance and groundwater gradient consideration, these facilities are not recognized environmental conditions in association with the Property. The remaining facilities are listed below:

Oakland Bay and Shelton Harbor Sediments is located within the adjoining water body to the north. The sediment of the bay and harbor areas to the north has been impacted by the historical industrial land uses in the vicinity. Dioxin/Dibenzofuran compounds and other deleterious substances have been detected in the sediments, in excess of MTCA cleanup levels. The sediments have also failed bioassay testing. Based on distance and groundwater gradient consideration, this cleanup site is not considered a recognized environmental condition in association with the Property.

City of Shelton Waste Water Treatment Plant (aka. Simpson Timber Company, Shelton Fairmount), 1698-1700 Fairmount Avenue, is located on the adjoining property to the west and cross gradient relative to the Property. During renovations to the City of Shelton WWTP in 2009/2010, petroleum contamination associated with a former underground storage tank was



identified in the west-central area of the WWTP facility. A report provided by the City of Shelton titled, "Excavated Soil Management Plan: Wastewater Treatment System Upgrade Construction Site" and associated documents, indicate that gasoline contaminated soil in excess of MTCA cleanup levels was identified during the renovation of the WWTP. It was decided that as groundwater was not impacted, capping of the petroleum contaminated soil and deed restrictions were a viable remedial option to limit future migration of the soil plume. It does not appear that the deed restrictions were ever actually put in place. In a separate release at the same facility, a leaky underground storage tank was identified at this facility in 1994, was remediated below state cleanup standards, and received a "no further action" determination from the Washington State Department of Ecology. Based on the lack of known groundwater contamination, distance and groundwater gradient considerations, and regulatory status, this facility is not considered a recognized environmental condition in association with the Property.

Solid Waste Facilities/Landfill Facilities (SWF/LF)

A database of SWF/LF is prepared by the Washington State Department of Ecology.

No SWF/LF facilities are listed within one-half mile of the Property.

State Leaking Underground Storage Tank List (LUST)

The Washington State Department of Ecology compiles lists of all leaks of hazardous substances from underground storage tanks.

Thirteen LUST sites were identified within one mile of the Property. The facilities are located in excess of 0.8 mile away and in many cases down/cross gradient relative to the Property. Based on distance and groundwater gradient considerations, these sites are not considered recognized environmental conditions in association with the Property.

State Underground Storage Tank List (UST)

The Washington State Department of Ecology compiles a list of UST locations.

No registered UST facilities are listed on the Property or adjoining properties.

The remaining databases reviewed for this report either do not have listings within the ASTM search radius or do not provide information suggestive of environmental threats or concerns. Based on their distance from the Property and the groundwater gradient in the area, these listings are not considered recognized environmental conditions in association with the Property.

5.0 SITE INSPECTION DETAILS

On May 3, 2016, Mr. William W. Rutherford (ADESA) inspected the Subject Property for signs of current/historic recognized environmental conditions (REC). Currently the Property is composed of undeveloped forest (tax parcel 32021-51-00001) and tidelands (tax parcel 32021-32-60570). An easement containing an effluent/treated water pipeline (circa late 1970's and redesigned in 2009/2010) passes through the Property, from the City of Shelton Waste Water Treatment Plant (WWTP) on the adjoining site to the west, and continues to the north-northeast, with an outfall below the water surface in Hammersley Inlet to the north. During the site inspection no evidence of current or historical structures or significant development was observed, and no potential recognized environmental conditions were identified.

The Hammersley Inlet (Puget Sound) borders the northern border of the Property; tax parcel 32021-32-60570 is composed entirely of tidelands along Hammersley Inlet. There are forested wetland areas associated with two or more small ephemeral streams that pass through parcel 32021-51-00001 and discharge to Hammersley Inlet via the tidelands on parcel 32021-32-60570. The groundwater gradient is generally presumed to the north toward Hammersley Inlet. Well log data for domestic water wells in the vicinity of the Property report static water levels ranging from 6 to 23 feet below ground surface (bgs).



Figure 3.0: Property Detail Map (Subject Property Boundary in Red)

Condition or Feature	Present	REC	Reference Sources
Petroleum Underground Storage Tank (UST)	No	No	Site Visit, Personal Interviews, Mason Co. Environmental Health, WA State Department of Ecology.
Petroleum Aboveground Storage Tank (AST)	No	No	Site Visit. Historic Assessor Information, Personal Interviews, Mason Co. Environmental Health, WA State Department of Ecology.
Vapor Encroachment Condition (VEC)	No. No planned structures on the Property and no REC or contamination likely to cause a vapor conditions on the Property or nearby sites based on the environmental records review.	No	Site Visit, and the regulatory records review conducted for this assessment
Asbestos Containing Building Materials (ACM)	No	No	Site Visit
Lead paint	No	No	Site Visit, Mason County Assessor



Condition or Feature	Present	REC	Reference Sources
Drainage points	Wetlands, ephemeral streams and Hammersley	No	Site Visit
Dumping	No	No	Site Visit, interviews with Mason County Environmental Health
Hazardous Material Storage	No	No	Site Visit
Odors	No	No	Site Visit
Pools of liquids	No	No	Site Visit
Operation or management of equipment potentially containing PCBs	No	No	Site Visit
Surface stains	No	No	Site Visit
Stressed vegetation	No	No	Site Visit
Areas that are apparently filled or graded by non-natural causes	Yes, areas along the effluent pipe easement that emanates from the adjacent WWTP.	No	Site Visit
Wells	No	No	Site Visit, Ecology Well Log Database
Septic, sewage, and/or waste water	No	No	Site Visit, Mason County Environmental Health.

No REC were identified during the site visit.

5.1 ADJACENT PROPERTY OBSERVATIONS

The Property is bound to the north by Hammersley Inlet and Shelton Harbor; to the east by single family residences; to the south by undeveloped forest land and beyond by single family residences; and to the west by the City of Shelton Municipal Waste Water Treatment Plant, 1698 Fairmount Avenue.

6.0 CONCLUSIONS AND RECOMMENDATIONS

ADESA has developed and performed this Phase I Environmental Site Assessment within the scope and limitations of ASTM Practice E 1527-13, and in conformance with the Federal AAI Rules. Any exceptions to, or deletions from, this practice are described in this report. The Phase I Site Assessment of Mason County Parcels 32021-51-00001 and 32021-32-60570, excluding the far eastern portion of the parcel containing a dock, has revealed no evidence Recognized Environmental Conditions (REC).

Recommendations

- ✚ No further investigation into the environmental integrity of the Property is warranted at this time.



7.0 QUALIFICATIONS, INVESTIGATION LIMITATIONS, AND USER RELIANCE

7.1 STATEMENT OF QUALIFIED ENVIRONMENTAL PROFESSIONAL

Mr. William Rutherford is a qualified Environmental Professional under the EPA's All Appropriate Inquiries Final Rule. Mr. Rutherford has been performing due diligence related site assessments for twelve years across the United States (Ohio, Maryland, Kentucky, West Virginia, Oregon, California, Hawaii, Nevada, Idaho and Washington). Mr. Rutherford possesses a Master of Environmental Studies degree from an accredited college and has held multiple state and federal certifications to perform environmental investigations in Washington State for 14 years.

I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in §312.10 of 40 CFR Part 312. I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the Subject Property. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

William W. Rutherford, MES, AHERA
Senior Environmental Project Manager

7.2 RELIANCE

This report has been prepared for the benefit of the Capitol Land Trust and the City of Shelton, Washington (User). Any other party without the express written consent of the Capitol Land Trust, the City of Shelton and ADESA may not use the information contained in this report, including all exhibits and attachments. It should be emphasized that conditions at the Subject Property can change over time. The use of this report by third parties shall be at their own risk.

7.3 INVESTIGATION LIMITATIONS

ADESA's site inspection included observations of areas that were accessible by foot and a visual inspection of surrounding and adjacent properties, including those properties identified in the environmental regulatory agency database search that were located adjacent to the Subject Property. Certain conditions may have prevented or limited access to all on-site locations.

The work conducted by ADESA is limited to the services agreed to with the Capitol Land Trust (i.e. Phase I ESA per ASTM Standard E 1527-13), and no other services beyond those explicitly stated should be inferred or are implied.

ADESA's Phase I ESA is limited to visual observations of site conditions on the day inspected, review of readily available and relevant data, and statements made and information provided by the client, their agents, outside parties and regulatory agencies. ADESA has exercised due diligence and customary care in the conduct of its assessment. The Phase I ESA is a limited and non-exhaustive survey that is intended to evaluate whether readily available information indicates that the historic or current use of the Subject Property resulted in contamination by hazardous substances or waste. As a result, without a comprehensive sampling and analysis



program or implementation of services beyond the original scope-of-work, certain conditions, including, but not limited to those summarized below, may not be revealed:

- ✦ Naturally occurring toxic substances or elements found in the subsurface soils, rocks, or water;
- ✦ Toxic substances commonly found in current habitable environments, such as, stored household products, building materials, and consumables;
- ✦ Biological or infectious agents and pathogens;
- ✦ Contaminant plumes (liquid or gaseous) below the surface from a remote or unknown source;
- ✦ Contaminants or conditions that do not violate current regulatory standards, but may violate such standards in the future
- ✦ Unknown, unreported, and not readily visible site contamination.

In preparing this report, ADESA has reviewed historical records, conducted interviews with certain private and public officials, and performed an on-site visual inspection of the property. ADESA has examined and relied upon documents referenced in the report and has relied on oral statements made by certain individuals. ADESA has not conducted an independent examination of the facts contained in referenced materials and statements. ADESA has assumed the genuineness of the documents and that the information provided in documents or statements is true and accurate. ADESA has prepared this report in a professional manner, using that degree of skill and care exercised for similar projects under similar conditions by reputable and competent environmental consultants. ADESA shall not be responsible for conditions or consequences arising from relevant facts that were concealed, withheld, or not fully disclosed at the time the report was prepared. ADESA also notes that the facts and conditions referenced in this report may change over time, and the conclusions and recommendations set forth herein are applicable only to the facts and conditions as described at the time of this report and the site inspection. ADESA believes the conclusions stated herein to be factual, but no guarantee is made or implied.

No data failure/gaps were identified during the performance of this Environmental Site Assessment.



8.0 REFERENCES

Other sources and interviews used in the completion of this report are cited elsewhere in the document, generally at the point of use.

EPA Enviromapper. <http://www.epa.gov/emefdata/em4ef.home>, April 25, 2016.

NRCS, Web Soil Survey: USDA. Soil Survey of Mason County. <http://www.or.nrcs.usda.gov/>. April 2016.

Mason County Assessors Online/Hardcopy Data. All property records for Subject Property and limited adjoining properties. April/May 2016.

Mason County Assessor's Office – Historic Field Book Record Card. See Appendix.

NETRONLINE. Aerial Photographs. 1951, 1990. <http://historicaerials.com>.

NETRONLINE. Environmental Database Radius Report. <http://environmental.netronline.com/>. April 25, 2016

USGS Topographic Map. Shelton Quadrangle. Various dates as referenced in the report.

Washington State Department of Ecology. Aerial Photograph reviewed online at Ecology Coastal Zone Atlas. War Department, Army Map Service Aerial Photograph. 1942, 1977, 1992.

Washington State Department of Ecology. Facility/Site Atlas. <http://apps.ecy.wa.gov/website/facsite/viewer.htm>, April 25, 2016.



APPENDIX A
REGULATORY DATABASE SEARCH TABLE



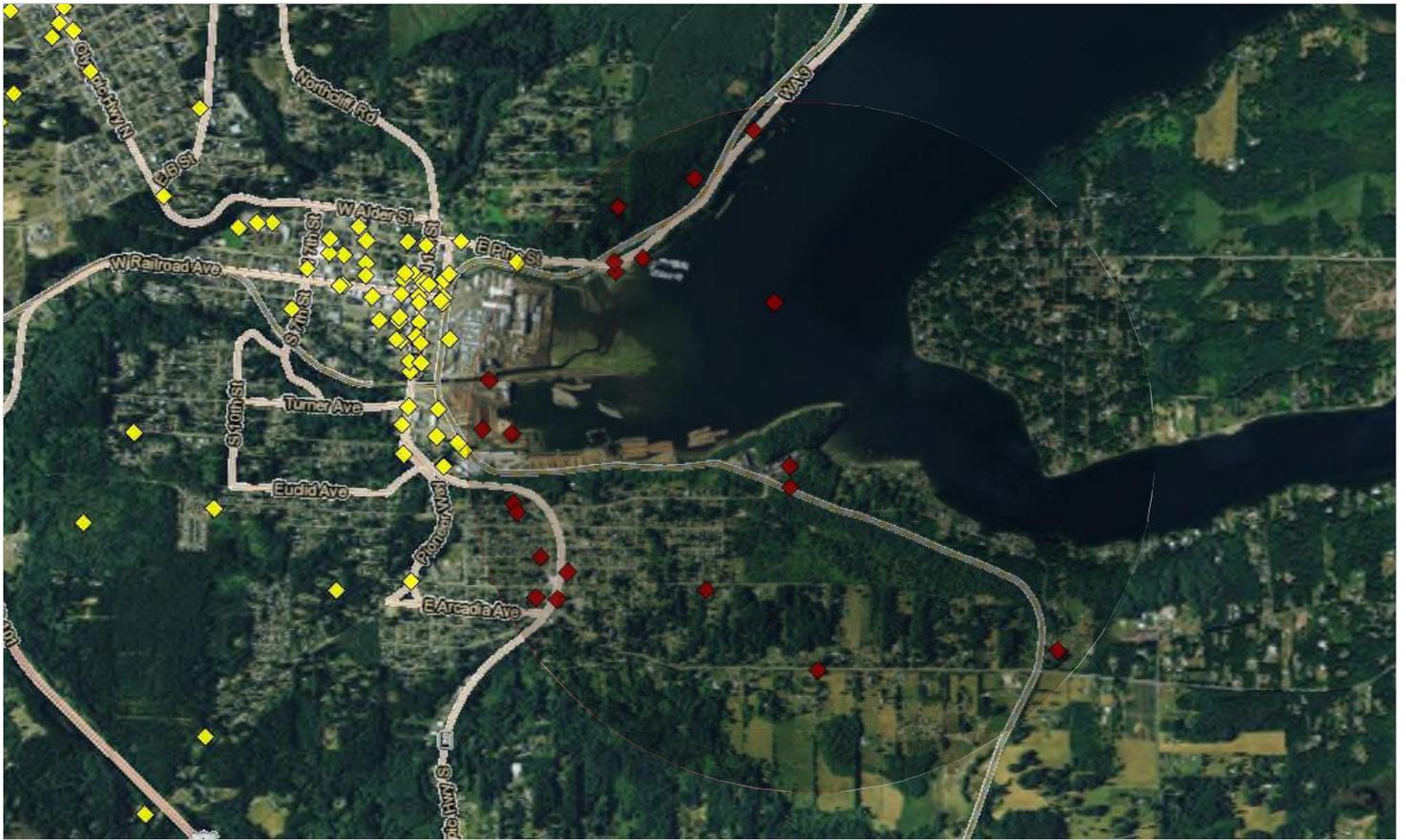
ADESA

Regulatory Database Search Table

Standard Environmental Record Sources Searched ¹ per ASTM 1527-05	Search Distance (Miles)	Sites present within 0.0-0.25 Miles or Search Distance	Sites present within 0.25-0.5 Miles	Sites present within 0.5-1.0 Miles	Potential REC Indicated ³	Final Research Date ²
Federal NPL site list	1.0	0	0	0	No	4/25/2016
Federal Delisted NPL site list	0.5	0	0	NA	No	4/25/2016
Federal CERCLIS list	0.5	0	0	NA	No	4/25/2016
Federal CERCLIS NFRAP site list	0.5	0	0	NA	No	4/25/2016
Federal RCRA CORRACTS facilities list	1.0	0	0	0	No	4/25/2016
Federal RCRA non-CORRACTS TSD facilities list	0.5	0	0	NA	No	4/25/2016
Federal RCRA generators list	<i>Property and adjoining properties</i>	0	NA	NA	No	4/25/2016
Federal institutional control/engineering control registries	<i>Property only and surrounding sites</i>	0	0	NA	No	4/25/2016
Federal ERNS list	<i>Property only</i>	0	NA	NA	No	4/25/2016
State-and tribal-equivalent NPL (HSL)	1.0	0	0	0	No	4/25/2016
State-and tribal-equivalent CERCLIS (CSCSL)	1.0	1	1	11	No	4/25/2016
State and tribal landfill and/or (SWL/LF)	0.5	0	0	NA	No	4/25/2016
State and tribal leaking storage tank list (LUST): active sites only	0.5	0	0	13	No	4/25/2016
State and tribal registered storage tank list (UST)	<i>Property and adjoining properties</i>	0	NA	NA	No	4/25/2016
State and tribal institutional control/engineering control registries	<i>Property only</i>	0	NA	NA	No	4/25/2016
State and tribal voluntary cleanup sites (VCP)	0.5	0	0	NA	No	4/25/2016
State and tribal Brownfield sites	0.5	0	0	NA	No	4/25/2016

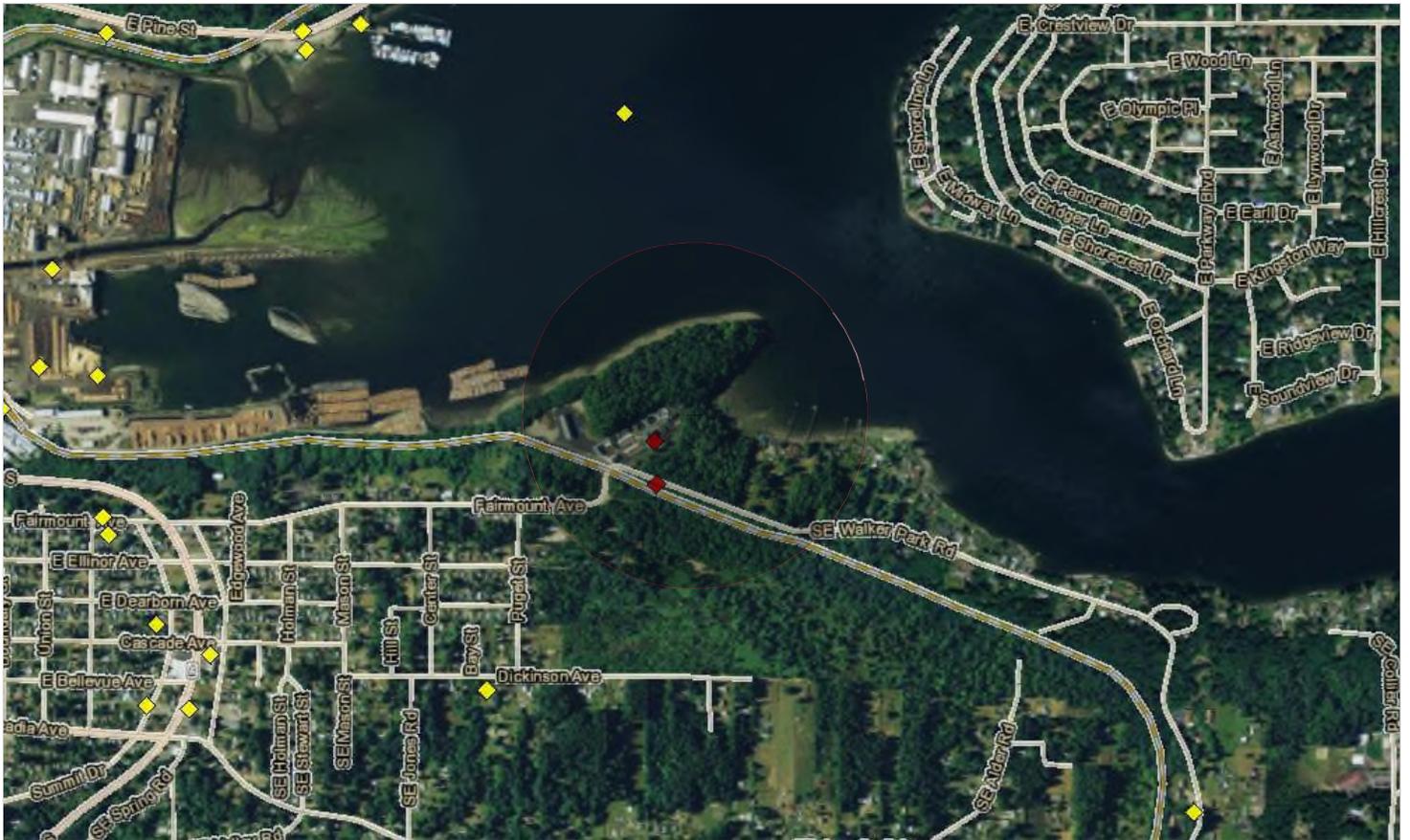
¹Ecology - Washington State Department of Ecology's Integrated Site Information System (ISIS) and Facilities/Site Identification System (F/SID); HSL; CSCSL; SWL/LF; LUST; UST; Engineering/Institutional Controls; VCP; State Brownfields; Discharges, Water Resources
²EPA EnviroMapper online database inquiry tool: Air Emissions (ICIS-AIR); Superfund Sites (CERCLIS NPL); Toxic Release (TRI); Hazardous Waste (RCRAInfo); Water Dischargers (PCS/ICIS); Brownfields (ACRES); Biennial Reporting (BR); RADInfo; Toxic Substances Control Act (TSCA); Tribal Facilities.
³Ecology and EPA databases were current on the date of the review. The databases searched use data from various environmental records sources, which although current, may not themselves have been updated on the date of the review.
⁴Site identified as potential threats to the environmental integrity of the Property are discussed in the Regulatory and Records Review section of the report.
 US EPA EnviroMapper. <http://www.epa.gov/emedata/em4ef/home> 4/25/2016; Nationwide Environmental Title Research, Radius Report <http://www.netronline.com/> 4/25/2016
 Washington State Department of Ecology. Facility/Site Atlas. <http://apps.ecy.wa.gov/website/facsite/viewer.htm>, 4/25/2016

WA Dept. of Ecology - Regulated Sites - 1 Mile Radius Map



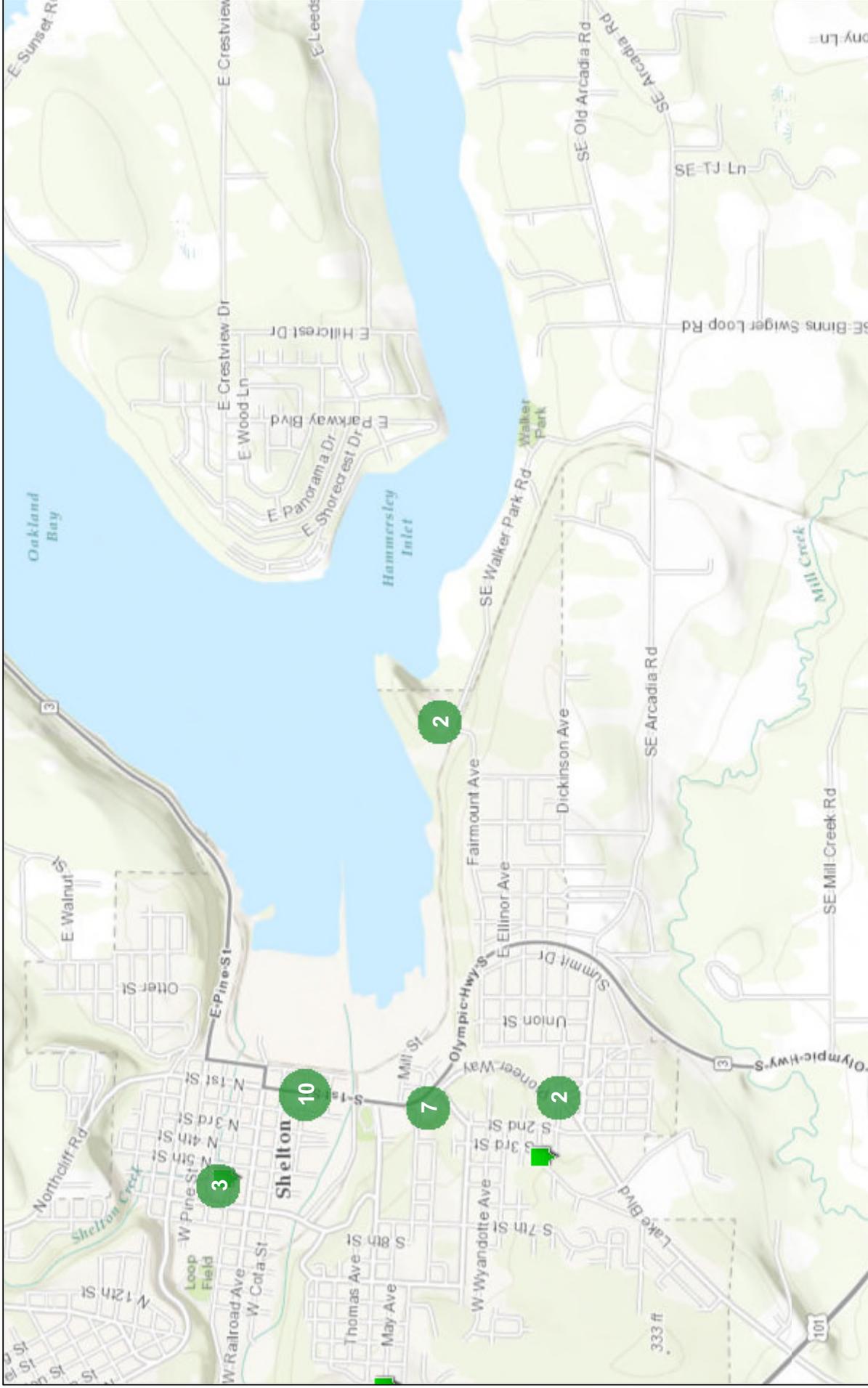
[Print Map](#)

WA Dept. of Ecology - Regulated Sites - 1/4 Mile Radius Map



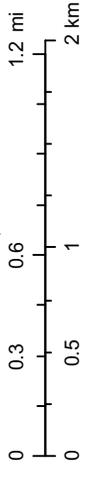
[Print Map](#)

US EPA EnviroMapper: Regulated Sites - 1 Mile Radius



April 25, 2016

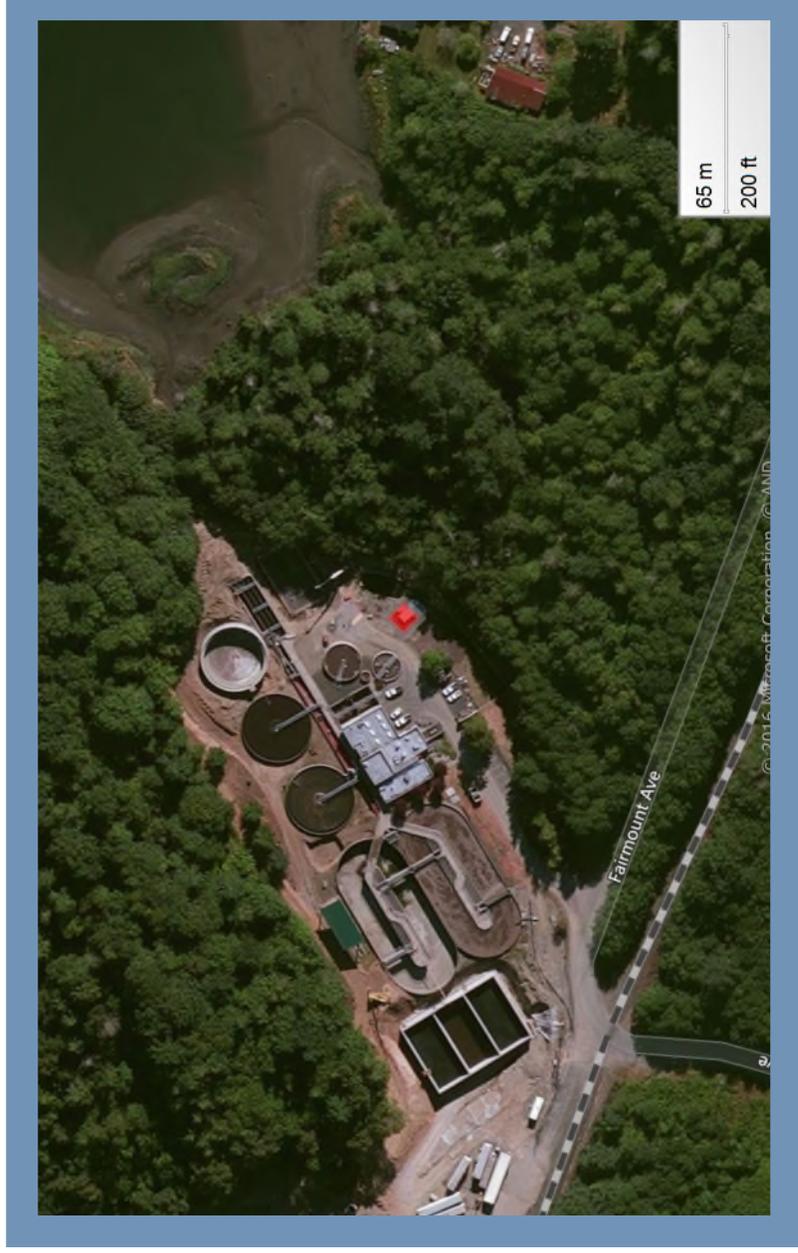
1:36,112



Sources: Esri, HERE, DeLorme, Intermap, increment P. Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kadaster NL, Ordnance Survey,

Facility/Site: SHELTON CITY WWTP
74171645

Also known as: SHELTON STP, SHELTON WWTP, SIMPSON TIMBER CO SHELTON



Address

1700 FAIRMOUNT
SHELTON WA 98584

Decimal Coordinates

Latitude: 47.20567
Longitude: -123.07747

Geographic Information

Ecology Region: SWRO Legislative District: 35 WRIA: 14
County: Mason Congressional District: 10 Tribal Land: No

Ecology Interactions

Interaction Description	Ecology Program	Ecology Program Phone	Program ID	Start Date	End Date
Emergency/Haz Chem Rpt TIER2	HAZWASTE	(360) 407-6729	CRK000063810	5/5/2005	
Enforcement Final	WATQUAL	(360) 407-6986		2/10/2005	
LUST Facility	TOXICS	(360) 407-7224	102314	6/23/1994	10/30/1995
Underground Storage Tank	TOXICS	(360) 407-7224	102314	5/31/1994	8/4/2003
Municipal NPDES IP	WATQUAL		WA0023345	1/30/1985	
BIOSOLIDS	W2R	(360) 407-6132		1/1/1900	

Industrial Codes (External Links Below)

No NAICS information is available for this facility site.

SIC Code	SIC Description
<u>4952</u>	SEWERAGE SYSTEMS

MASON COUNTY

SITE ID:	SIMPSON TIMBER CO		Cleanup Site ID: 10355	FS ID: 74171645
LOCATION:	SHELTON CITY WWTP, SHELTON STP, SIMPSON TIMBER CO, SIMPSON TIMBER CO SHELTON			
Address:	1700 FAIRMOUNT SHELTON 98584	WRIA: 14	Lat/Long: 47.206 Township 20N Range 3W	-123.077 Section 20 Legislative District: 35 Congressional District: 10
STATUS:	No Further Action	Rank:	View Site Web Page	View Vicinity Map View Site Documents
	Responsible Unit: Southwest	Site Manager: Southwest Region	Statute: MTCA	
	Is Brownfield?	Has Environmental Covenant?	Is PSI Site? Yes	
	NFA Received? Yes	NFA Date: 8/30/2012	NFA Reason: NFA-Initial Investigation	

ASSOCIATED CLEANUP UNIT(S)

cuid	Cleanup Unit Name	Unit Type	Process Type	Unit Status	Size (Acres)	ERTS ID
10047	SIMPSON TIMBER CO	Upland	Independent Action	No Further Action Required		

SITE ACTIVITIES:

Applies to:	Related ID (Unit-LUST-VCP)	Activity Display Name	Status	Start Date	End Date	Legal Mechanism	Performed By	Project Manager
CleanupSite		Site Discovery/Release Report Received			6/23/1994			Abbett, Marian
CleanupSite		Initial Investigation / Federal Preliminary Assessment	Completed	12/13/2011	12/13/2011		Ecology w/ Contractor	Abbett, Marian
CleanupSite		Site Status Changed to NFA			8/30/2012			Rose, Scott
LUST	3479	LUST - Notification		6/23/1994	6/23/1994			Gooding, Lynn
LUST	3479	LUST - NFA Determination II or SHA			8/30/2012			Rose, Scott

AFFECTED MEDIA & CONTAMINANTS:

Contaminant:	Media:					Key:
	Ground Water	Surface Water	Soil	Sediment	Air	
Benzene			B			B - Below Cleanup Level C - Confirmed Above Cleanup Level S - Suspected
Lead			B			R - Remediated RA - Remediated-Above RB - Remediated-Below
Other Non-Halogenated Organics			B			
Petroleum-Gasoline			B			

CleanupSiteDetails2014

Related Topics: Envirofacts

FRS

FRS Facility Detail Report

SHELTON CITY WWTP

EPA Registry Id:
110015425100
1700 FAIRMOUNT
AVE
SHELTON, WA 98584-
1136

Facility Registry Service Links:

- Facility Registry Service (FRS) Overview
- FRS Facility Query
- FRS Organization Query
- EZ Query
- FRS Physical Data Model
- FRS Geospatial Model

Legend

- ★ Selected Facility
- EPA Facility of Interest
- State/Tribe Facility of Interest

The facility locations displayed come from the FRS Spatial Coordinates tables. They are the best representative locations for the displayed facilities based on the accuracy of the collection method and quality assurance checks performed against each location. The North American Datum of 1983 is used to display all coordinates.

Environmental Interests

Information System	System Facility Name	Information System Id/Report Link	Environmental Interest Type	Data Source	Last Updated Date
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (ICIS-NPDES)	SHELTON STP	WA0023345	ICIS-NPDES MAJOR	ICIS	07/17/2012
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (ICIS-NPDES)	SHELTON STP	WA0023345	NPDES PRETREATMENT PROGRAM	ICIS	07/17/2012
WASHINGTON - FACILITY / SITE IDENTIFICATION SYSTEM	SHELTON CITY WWTP	74171645 EXIT Disclaimer	STATE MASTER	WA-FSIS	
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (ICIS-NPDES)	SHELTON STP	WA0023345	POTW	ICIS	07/17/2012

Additional EPA Reports: [MyEnvironment](#) [Enforcement and Compliance](#) [Site Demographics](#) [Facility Coordinates Viewer](#) [Environmental Justice Map Viewer](#) [Watershed R](#)

Standard Industrial Classification Codes (SIC)

Data Source	SIC Code	Description	Primary
WA-FSIS	4952	SEWERAGE SYSTEMS	

Facility Codes and Flags

EPA Region:	10
Duns Number:	
Congressional District Number:	10
Legislative District Number:	35
HUC Code/Watershed:	17110019 / PUGET SOUND
US Mexico Border Indicator:	
Federal Facility:	NO
Tribal Land:	NO

National Industry Classification System C

No NAICS Codes returned.

Facility Mailing Addresses

Affiliation Type	Delivery Point	City Name	State
MAILING ADDRESS	1700 FAIRMOUNT	SHELTON	WA

Alternative Names

Alternative Name	Source of Data
SIMPSON TIMBER CO SHELTON	WA-FSIS
SHELTON STP	NPDES
CITY OF SHELTON	MANUAL ENTRY
SHELTON, CITY OF	NPDES PERMIT
WASTEWATER TREATMENT PLANT	PCS
SHELTON WASTEWATER TREATMENT PLANT	MANUAL ENTRY

Contacts

No Contacts returned.

Organizations

No Organizations returned.

Query executed on: APR-25-2016

Last updated on September 24, 2015



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

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

August 30, 2012

Simpson Lumber Co, LLC
100 N Front St
Shelton WA 98554-0460

**Re: No Further Action (NFA) Determination associated with Leaking
Underground Storage Tank (LUST) Site:**

- Site Name: Simpson Timber Co (1700 Fairmont)
- Site Address: 1700 FAIRMOUNT SHELTON WA 98584
- Facility/Site No.: 74171645
- LUST ID No.: 3479

Dear owner:

Based on the historical information in our files and the last documents submitted to us on 10/26/1995, the Washington State Department of Ecology (Ecology) has determined that Simpson Timber Co (1700 Fairmont) facility (Site) has met the substantive requirements for cleanup under the Model Toxics Control Act (MTCA) regulation Chapter 70.105D RCW, and its implementing regulations, Chapter 173-340 WAC (collectively "substantive requirements of MTCA").

The MTCA regulation sets strict cleanup standards for sites in Washington State to ensure that the quality of the cleanup is appropriate and is protective of human health and the environment.

According to our records, you have conducted cleanup independently and your Site meets the Method A Cleanup Levels for soil and groundwater.

Based on this information, **Ecology has determined that no further remedial action is necessary at the Site to clean up contamination associated with the LUST. This determination is made only for impacts associated to releases from LUST ID No.:3479**
Based on this opinion, Ecology will update the status of remedial action at the Site on our database.

Ecology's copies of documents on this Site are kept in the Records Center for the Southwest Regional Office (SWRO) of Ecology. These documents are available for public review by appointment only. Appointments can be made to review site files by calling the SWRO Records Center at (360) 407-6365.



Please understand that this 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 70.105D.040(4).

In addition, this 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.

Lastly, 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).

If you have any questions about this opinion, please contact me by e-mail at scott.rose@ecy.wa.gov or by phone at (360) 407-6347.

Sincerely,



Scott Rose, L.G.
VCP/LUST Unit Supervisor
Southwest Regional Office
Toxics Cleanup Program

SR/ksc:SWRO Lust NFA letter merge ready Mason County

By certified mail: (7010 0780 0002 3403 4388)



INITIAL INVESTIGATION FIELD REPORT

FS ID: 74171645 **Start Date:** 6/23/1994 **County:** Mason
LUST ID: 3479 **Site ID:** 102314 **Number:** **Letter:**
SITE NAME: SIMPSON TIMBER CO
File Here: None **Name on File:** Simpson Timber Co (1700 Fairmont)
Archive/Records Center/Comments: Box 1081, Location 05-A-193 (1994-1995)

SITE LOCATION INFORMATION

<i>Contact Person Name</i>	<i>Title</i>	<i>Phone Number</i>	
<i>Mailing Address</i>		<i>City</i>	<i>Zip + 4</i>
1700 FAIRMOUNT		SHELTON	98584
<i>Site Location</i>		<i>Closest City</i>	<i>County</i>
1700 FAIRMOUNT		SHELTON	
<i>Quarter-Quarter</i>	<i>Section</i>	<i>Township</i>	<i>Range</i>
<i>Latitude:</i>	<i>Degree</i>	<i>Minute</i>	<i>Second</i>
<i>Longitude:</i>	<i>Degree</i>	<i>Minute</i>	<i>Second</i>

INSPECTION INFORMATION

<i>Inspection Date</i>	<i>Inspection Time</i>	<i>Type of Entry Notice</i>	
<i>Photographs</i> Yes No	<i>Weather:</i> Clear	Partly Cloudy	Overcast
<i>Videotape</i> Yes No	<i>Precipitation</i>	Temperature	
<i>Samples</i> Yes No	<i>Wind Direction</i>	Wind Speed	

RECOMMENDATION

No Further Action:

Yes

Release or threatened release does not pose a threat
No release or threatened release
Educational Mailing
Refer to another program/agency

Site Hazard Assessment
Interim Action
Emergency Action Plan
Independent Cleanup Action

In Progress *Completed*

CONTAMINANT(S) (See Page 3 for details)

Soil Yes Gasoline, BTEX
Groundwater

DEPARTMENT REVIEW

<i>Investigator</i>	<i>Date</i>
<i>Approved by</i>	
<i>Unit Supervisor</i>	<i>Date</i> 3/18/2012
<i>Section Manager</i>	<i>Date</i>

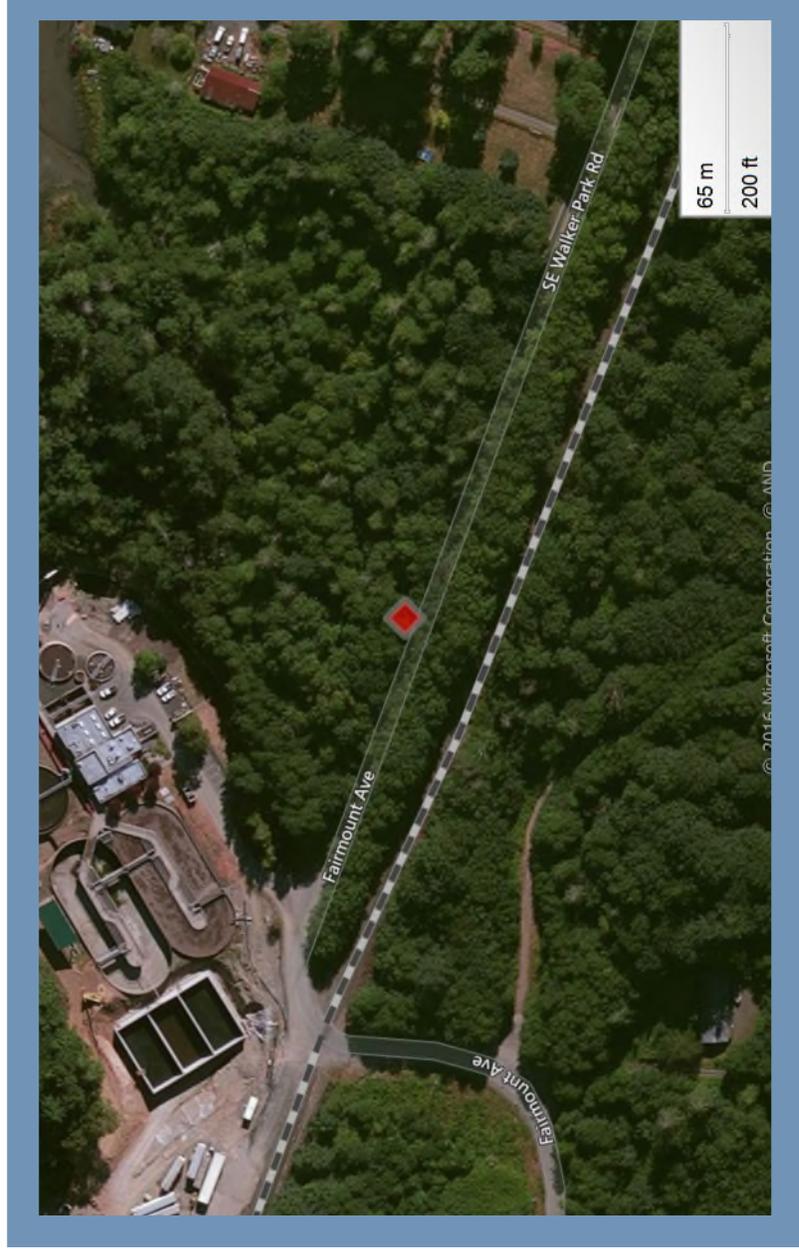
COMMENTS

One 750 gallon gasoline tank was removed. Soil samples were collected and met MTCA levels. The samples covered the whole excavation. They were analyzed for gasoline, BTEX and lead. Ground water was not mentioned. Stockpiled soils meet requirements for Level A MTCA clean up. In my opinion this site is cleaned up. There is no letter yet from Ecology, stating that this site will probably be NFA.

HCID:

Facility/Site: Simpson timber Company Shelton
Fairmount
6756777

Also known as: CITY OF SHELTON WASTEWATER TREATMENT PLANT



Address
1698 FAIRMOUNT AVE
SHELTON WA 98584

Decimal Coordinates
Latitude: 47.20477
Longitude: -123.07743

Geographic Information

Ecology Region: SWRO Legislative District: 35 WRIA: 14
County: Mason Congressional District: 10 Tribal Land: No

Ecology Interactions

Interaction Description	Ecology Program	Ecology Program Phone	Program ID	Start Date	End Date
State Cleanup Site	TOXICS	(360) 407-7224		5/11/2010	
Haz Waste Management Activity	HAZWASTE	(360) 407-6023	WAH000024428	12/31/2006	12/31/2006
Hazardous Waste Generator	HAZWASTE	(360) 407-6023	WAH000024428	8/31/2004	12/31/2006

Industrial Codes (External Links Below)

NAICS Code	NAICS Description
<u>423310</u>	LUMBER, PLYWOOD, MILLWORK, AND WOOD
<u>5622</u>	Waste Treatment and Disposal

No SIC information is available for this facility site.

MASON COUNTY

SITE ID:	SHELTON CITY OF WASTEWATER TREATMENT PLANT		Cleanup Site ID: 11449	FS ID: 6756777
Alternate Name(s):	CITY OF SHELTON WASTEWATER TREATMENT PLANT, SHELTON CITY OF WASTEWATER TREATMENT PLANT, Simpson timber Company Shelton Fairmount			
LOCATION:	WRIA: 14	Lat/Long: -123.077	47.205	View Vicinity Map
Address:	1698 FAIRMOUNT AVE SHELTON	Township 20N	Range 3W	Section 20
STATUS:	Awaiting Cleanup	Rank:	View Site Web Page	
	Responsible Unit: Southwest	Site Manager: Alvarez, Kirsten	Statute: MTCA	Legislative District: 35
	Is Brownfield?	Has Environmental Covenant?	Is PSI Site? Yes	Congressional District: 10
	NFA Received?	NFA Date:	NFA Reason:	View Site Documents

ASSOCIATED CLEANUP UNIT(S)

cuid	Cleanup Unit Name	Unit Type	Process Type	Unit Status	Size (Acres)	ERTS ID
12058	SHELTON CITY OF WASTEWATER TREATMENT PLANT	Upland	No Process	Awaiting Cleanup		619350

SITE ACTIVITIES:

Applies to:	Related ID (Unit-LUST-VCP)	Activity Display Name	Status	Start Date	End Date	Legal Mechanism	Performed By	Project Manager
CleanupSite		Initial Investigation / Federal Preliminary Assessment	Completed	5/11/2010	12/8/2010		Ecology	Svendsen, Fern
CleanupSite		Early Notice Letter(s)			12/8/2010			Cross, Kim

AFFECTED MEDIA & CONTAMINANTS:

Media:

Contaminant:	Ground Water	Surface Water	Soil	Sediment	Air	Bedrock
Petroleum-Gasoline			C			

Key:
 B - Below Cleanup Level
 C - Confirmed Above Cleanup Level
 S - Suspected
 R - Remediated
 RA - Remediated-Above
 RB - Remediated-Below

CleanupSiteDetails2014

Related Topics: Envirofacts

FRS

FRS Facility Detail Report

**SIMPSON
TIMBER
COMPANY
SHELTON
FAIRMOUNT**

EPA Registry Id:
110017942084
1698 FAIRMOUNT
AVE
SHELTON, WA 98584

Facility Registry Service Links:

- Facility Registry Service (FRS) Overview
- FRS Facility Query
- FRS Organization Query
- EZ Query
- FRS Physical Data Model
- FRS Geospatial Model

Legend

- ★ Selected Facility
- EPA Facility of Interest
- State/Tribe Facility of Interest

The facility locations displayed come from the FRS Spatial Coordinates tables. They are the best representative locations for the displayed facilities based on the accuracy of the collection method and quality assurance checks performed against each location. The North American Datum of 1983 is used to display all coordinates.

Environmental Interests

Information System	System Facility Name	Information System Id/Report Link	Environmental Interest Type	Data Source	Last Date
RESOURCE CONSERVATION AND RECOVERY ACT INFORMATION SYSTEM	SIMPSON TIMBER COMPANY	WAH000024428	UNSPECIFIED UNIVERSE (N)	RCRAINFO02/	
WASHINGTON - FACILITY / SITE IDENTIFICATION SYSTEM	SIMPSON TIMBER COMPANY SHELTON FAIRMOUNT	6756777 EXIT Disclaimer	STATE MASTER	WA-FSIS	

Additional EPA Reports: [MyEnvironment](#) [Enforcement and Compliance](#) [Site Demographics](#) [Facility Coordinates Viewer](#) [Environmental Justice Map Viewer](#) [Watershed R](#)

Standard Industrial Classification Codes (SIC)

No SIC Codes returned.

Facility Codes and Flags

EPA Region: 10
Duns Number: 10
Congressional District Number: SW
Legislative District Number: 17110019 / PUGET SOUND
HUC Code/Watershed:
US Mexico Border Indicator: NO
Federal Facility: NO
Tribal Land: NO

Alternative Names

Alternative Name: SIMPSON TIMBER COMPANY
Source of Data: RCRAINFO

Organizations

Affiliation Type	Name	DUNS Number	Information System	Mailing Address
OWNER	LARRY G		RCRAINFO	View
OPERATOR	LARRY G		RCRAINFO	View

National Industry Classification System C

Data Source	NAICS Code	Description
WA-FSIS	423310	LUMBER, PLYWOOD, MILLWORK, AND WHOLESALE
RCRAINFO	42331	LUMBER, PLYWOOD, MILLWORK, AND WHOLESALE

Facility Mailing Addresses

Affiliation Type	Delivery Point	City Name	State
MAILING ADDRESS	1698 FAIRMOUNT AVE	SHELTON	WA
OWNER	421 S FRONT STREET	SHELTON	WA
OPERATOR	PO BOX 460	SHELTON	WA

Contacts

No Contacts returned.

Query executed on: APR-25-2016

2010



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

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

December 8, 2010

City of Shelton
c/o City Administrator
525 W Cota Street
Shelton WA 98584

Dear Sir:

RE: Early Notice Letter Regarding the Release of Hazardous Substances at the City of Shelton Wastewater Treatment Plant (site name) (Formerly known as Simpson Timber Co. Shelton Fairmount), located at 1698 Fairmount Avenue, Shelton, Washington 98584. Facility Site Identification Number: 6756777

Under Chapter 70.105D Revised Code of Washington (RCW) the Department of Ecology (Ecology) is required to conduct an Initial Investigation, of properties where we have received a report that there has been a release or threatened release of hazardous substance that could pose a threat to human health or the environment.

Ecology maintains a list of sites where an initial investigation has found that further testing and possible cleanup is needed. We call this our "database of Confirmed or Suspected Contaminated Sites". (CSCSL) As a result of the Initial Investigation conducted by the Department of Ecology, this property has been added to the database as a State Cleanup Site. The Facility Site Identification number assigned to this site is 6756777. Please note that inclusion in this database does not mean Ecology has determined you liable for cleanup of the site, as that is a separate determination under the law.

This site has been added to our database because soil and possibly groundwater contaminated with petroleum related constituents is confirmed on this property. In response to a complaint, The Department of Ecology initiated an Initial Investigation in May of 2010. This site was listed in our Facility Site Database under the name *Simpson Timber Company Shelton Fairmount* as a Hazardous Waste site with data available as far back as 2004. Our report indicates you encountered contaminated soil during a construction project. An Analytical Report prepared for Parametrix, Inc. confirming contamination on site is also in the initial investigation file. The purpose of the Initial Investigation is to confirm or deny the possibility of contamination on site.



Shelton City Wastewater Facility
December 8, 2010
Page 2 of 2

In the future, Ecology may conduct a more detailed inspection of this property including testing for possible contamination. This inspection is called a "Site Hazard Assessment". At that time, Ecology will assess whether action will be needed and if necessary establish a priority for the work.

Ecology's policy is to work cooperatively with individuals to accomplish prompt and effective cleanups. Your cooperation with Ecology in planning or conducting a remedial action is not an admission of guilt or liability. Please be aware of state laws that must be adhered to if you decide to proceed with cleanup work on your own. The primary law is Chapter 70.105D RCW and the implementing regulations, the Model Toxics Control Act Cleanup Regulation (MTCA or Chapter 173-340 WAC). These laws can be found at Ecology's Toxics Cleanup Program website, <http://www.ecy.wa.gov/toxicscleanup/policy>.

If you would like a printed copy of the MTCA regulations or if you have questions call me at (360) 407-6240. These rules and how they impact each site can be confusing and complicated. There are Environmental Consultants that can be employed to assist property owners with the cleanup and site assessment process.

Ecology's Voluntary Cleanup Program is designed to provide technical assistance, for a fee, to cleanup sites that qualify. If you would like additional information regarding this program you can find information on our website at <http://www.ecy.wa.gov/programs/tcp/vcp/vcpmain.htm> or you can contact Scott Rose at 360-407-6347.

Sincerely,



Kim Cross
Toxics Cleanup Program
Southwest Regional Office

ksc:ENL 12082010 Shelton City Wastewater facility

by certified mail: (7009 2820 0001 7155 7129)

cc: Cris Matthews, Department of Ecology

ERTS # 619350

Initial Report

External Reference #

Caller Information

Name CONFIDENTIAL *****
 Business Name *****
 Street Address *****
 Other Address *****
 City BATTLEGROUND State WA Zip 98604
 E-mail ***** Confidential_FL
 Phone Ext Type

Where did it happen

Berth Anchorage
 Location Name
 Street Address 1698 FAIRMONT AVE
 Other Address
 City/Place SHELTON State WA Zip 98584
 County - Region MASON SWRO FS ID
 WIRA #
 Waterway Type
 Latitude Longitude
 Topo Quad 1:24:000 SHELTON
 Direction/Landmark (mile post, cross roads, township/range)

What happened

Spills Program Oil Spill? N

Incident Date 4/1/2010 Received Date 4/20/2010 9:33
 Medium UNKNOWN
 Material UNKNOWN
 Quantity Unit
 Source OTHER
 Cause UNKNOWN
 Activity UNKNOWN
 Impact SOIL CONTAMINATION
 Vessel Name
 Hull Number

Primary Potentially Responsible Party Information

First Last
 Name
 Business Name CITY OF SHELTON
 Street Address 525 WEST COTA ST
 Other Address
 City SHELTON State WA Zip 98584
 Phone (360) 225-7956 Ext Type Business
 E-mail

Additional Contact Information

Name Phone Ext Type

More Information

NOTE FROM ERTS COORDINATOR: SITE IS LISTED ON FACILITY SITE FOR HAZARDOUS WASTE WITH A FACILITY SITE NUMBER OF 6756777.

 From: SMTP@www.ecy.wa.gov [mailto:SMTP@www.ecy.wa.gov]
 Sent: Tuesday, April 20, 2010 9:33 AM
 To: Mendez, Lorna; Baxter, Susan (ECY); Stane, Rachelle
 Subject: Form results from http://www.ecy.wa.gov/programs/spills/forms/nerts_online/SWRO_nerts_online.html

Caller_Confidential: Yes
 Reported_Incident_Date: 04/01/2010
 Reported_Medium: Unknown
 Reported_Material: Unknown
 Reported_Other_Material:
 Reported_Quantity: unknown
 Reported_Unit_of_Measure: CUBIC FT
 Reported_Source: OTHER
 Reported_Cause: Unknown
 Reported_Activity: Unknown
 Reported_Impact: SOIL CONTAMINATION
 Reported_Vessel_Name:
 Reported_Vessel_Type: Unknown

Department of Ecology - Environmental Report Tracking System

ERTS # 619350

Reported_More_Info: This material was found during demolition operation, The contamination quantity is unknow but is under a concrete pad that was being removed for construction
Reported_Incident_NWROCounty: Mason
Reported_Incident_City: Shelton
Incident_Location_Street_Add: 1698 Fairmont Ave, Shelton WA, 98584
Reported_Incident_Waterway: NO
Reported_Waterway_Type: Unknown
Reported_Directions:
Reported_PRP_First_Name:
Reported_PRP_Last_Name:
Reported_PRP_Business: City of Shelton
Reported_PRP_Street_Address: 525 West Cota St,
Reported_PRP_address2:
Reported_PRP_City: Shelton
Reported_PRP_State: WA
Reported_PRP_Zip: 98584
Reported_PRP_Phone: 360-225-7956
Reported_PRP_Phone_Type: BUSINESS
Reported_PRP_More_Info2: This was an old simpson glue lamb facility
Submit_Button: Submit

Entry Person Baxter, Susan

Entry Date 4/20/2010

ERTS # 619350

Referral

Referral # 132545

Primary

Referral Method

- E-mail ERTS number
- E-mail attachment
- Print
- Telephone

Person Referred to SVENDSEN, FERN

Phone (360) 407-6246 Fax

E-mail fsve461@ecy.wa.gov

Program/Organization TOXICS CLEANUP

Address

City WA

Region/Location swro

Referral Date 4/20/2010

ERTS # 619350

Followup

Inspector Information		Where did it happen		Followup #1
Referral # 132545		Berth	Anchorage	
<input checked="" type="checkbox"/> Lead Inspector SVENDSEN, FERN		Location Name	City of Shelton Wastewater Treatment Plant	
Program/Organization TOXICS CLEANUP		Street Address	1698 FAIRMONT AVE	
* Region/Location swro		Other Address		
# of Ecology Staff	Overtime <input type="checkbox"/>	City/Place	SHELTON	State WA Zip 98584-
		County	MASON	Region SWRO FS ID 6756777
Action	Start Date	End Date	Waterway	Type
FIELD RESPONSE - INVESTIGATION	4/22/2010	5/5/2010	WRIA #	
TCP - NFA	4/22/2010	5/5/2010		
What happened	Spills Program Oil Spill? N	Latitude	Longitude	
Incident Date	4/1/2010	Topo Quad	1:24,000 SHELTON	
<u>Medium</u>		Direction/Landmark (mile post, cross roads, township/range)		
UNKNOWN				
<u>Material</u>				
UNKNOWN				
Quantity	Unit	Est		
		<input type="checkbox"/>		
<u>Source</u>	Regulated? <input type="checkbox"/>	Potentially Responsible Party Information		
OTHER		Check if the primary PRP provided notice to Ecology <input type="checkbox"/>		
		Primary <input checked="" type="checkbox"/>	First	Last
		Name		
<u>Cause</u>		Business Name CITY OF SHELTON		
UNKNOWN		Street Address 525 WEST COTA ST		
		Other Address		
		City	SHELTON	State WA Zip 98584-
<u>Activity</u>		Phone	(360) 432-5116	Ext
UNKNOWN				Type Business
<u>Impact</u>		E-mail		
SOIL CONTAMINATION				
<u>Vessel</u>				
Narrative				
COMPLAINT (Brief Summary of ERTS): Contaminated soil.				
SITE STATUS (Brief Summary of site condition(s) after investigation): On April 22, 2010, Ecology conducted an initial investigation at the above referenced site. I drove into the wastewater treatment facility parking lot, and spoke briefly to the employee. He stated, management was all at lunch and should return soon. I contacted Robert E. Tauscher, P.E. Consulting Project Engineer and requested pictures and a brief narrative of the contamination. Contamination exists on site therefore; the site will be listed on our Ecology's database as a confirmed contaminated site.				
Investigator: Fern A. Svendsen Date Submitted: 05/05/2010				
OBSERVATIONS Description:				
Ecology received a complaint on April 1, 2010 stating that while removing existing buildings, soil was uncovered which had a hydro-carbon smell. Soil samples were obtained and analyzed. Ecology conducted an initial investigation on April 22, 2010. I spoke briefly to an employee who informed me that management was not on site at this moment. He also stated some uncovered contaminated soil was located earlier. Soil samples were obtained and analyzed for NWTPH-Gx (Gasoline 1400 mg/Kg) subsequently found to exceed state cleanup levels. I left my professional card but told the individual that I would contact Robert Tauscher, project engineer, of the site. Mr. Tauscher informed me that the City has a construction project under way. The site was purchased from Simpson Timber Company, who had used the site years previously for a plywood (glue) manufacturing facility. The City has hired/directed Parametrix, the improvement plan design engineer, to complete a safety plan to install the planned improvements, through the areas found with the contaminated soil. Mr. Tauscher contacted Scott Rose, Ecology Voluntary Cleanup Program Manager regarding entering the VCP program. I recommend this site be listed on our database as a confirmed contaminated site. Should new information be revealed, I will re-evaluate my				

ERTS # 619350

decision.

INITIAL INVESTIGATION COMPLETE SEE COMPLETE REPORT IN CENTRAL FILES - 04/22/11

Entry Person: MENDEZ, LORNA

Entry Date 4/22/2011

Initial Investigation Close-Out Router

existing FS Name: Simpson Timber Co. Shelton
Fairmount

ERTS #: 619350	Site Name: City of Shelton Wastewater Treatment Plant
1	Recommended Action: Circle the appropriate categories: <div style="display: flex; justify-content: space-around;"> NFA Listing on SIS High Priority SHA </div> Initial Investigator: Fern A. Svendsen
2	Unit Supervisor: CM
3	Final Action: Circle the appropriate categories: <div style="display: flex; justify-content: space-around;"> NFA Listing on SIS High Priority SHA </div> Section Manager: 8/10/10
NFAs go Directly to the Incident Tracker, and Then the File Room; Others Follow the Process Below	
4	Entered on SIS: <input checked="" type="checkbox"/> Date: 12/08/2010 SIS Site Number: _____ Facility Site Number: 6756777 Date Early Notice Letter Sent: 12/08/2010 (existing) FS/SIS Coordinator: Ken Cross
5	Incident Tracker: Date: _____
6	File Room: County: File Type:

ERTS # 619350

Initial Report

External Reference #

Caller Information

Name CONFIDENTIAL *****
 Business Name *****
 Street Address *****
 Other Address *****
 City BATTLEGROUND State WA Zip 98604
 E-mail ***** Confidential_FL
 Phone Ext Type

Where did it happen

Berth Anchorage
 Location Name
 Street Address 1698 FAIRMONT AVE
 Other Address
 City/Place SHELTON State WA Zip 98584
 County - Region MASON SWRO FS ID
 WIRA #
 Waterway Type
 Latitude Longitude
 Topo Quad 1:24:000 SHELTON
 Direction/Landmark (mile post, cross roads, township/range)

What happened

Spills Program Oil Spill? N

Incident Date 4/1/2010 Received Date 4/20/2010 9:33
 Medium UNKNOWN
 Material UNKNOWN
 Quantity Unit

Primary Potentially Responsible Party Information

First Last
 Name
 Business Name CITY OF SHELTON
 Street Address 525 WEST COTA ST
 Other Address
 City SHELTON State WA Zip 98584
 Phone (360) 225-7956 Ext Type Business
 E-mail

Source OTHER
 Cause UNKNOWN
 Incident Type
 Activity UNKNOWN
 Impact SOIL CONTAMINATION
 Vessel Name
 Hull Number

Additional Contact Information

Name Phone Ext Type

More Information

NOTE FROM ERTS COORDINATOR: SITE IS LISTED ON FACILITY SITE FOR HAZARDOUS WASTE WITH A FACILITY SITE NUMBER OF 6756777.

 From: SMTP@www.ecy.wa.gov [mailto:SMTP@www.ecy.wa.gov]
 Sent: Tuesday, April 20, 2010 9:33 AM
 To: Mendez, Lorna; Baxter, Susan (ECY); Stane, Rachelle
 Subject: Form results from http://www.ecy.wa.gov/programs/spills/forms/nerts_online/SWRO_nerts_online.html

Caller_Confidential: Yes
 Reported_Incident_Date: 04/01/2010
 Reported_Medium: Unknown
 Reported_Material: Unknown
 Reported_Other_Material:
 Reported_Quantity: unknown
 Reported_Unit_of_Measure: CUBIC FT
 Reported_Source: OTHER
 Reported_Cause: Unknown
 Reported_Activity: Unknown
 Reported_Impact: SOIL CONTAMINATION
 Reported_Vessel_Name:
 Reported_Vessel_Type: Unknown

Department of Ecology - Environmental Report Tracking System

ERTS # 619350

Reported_More_Info: This material was found during demollition operation, The contamination quantity is unknow but is under a concrete pad that was being removed for construction
Reported_Incident_NWROCounty: Mason
Reported_Incident_City: Shelton
Incident_Location_Street_Add: 1698 Fairmont Ave, Shelton WA, 98584
Reported_Incident_Waterway: NO
Reported_Waterway_Type: Unknown
Reported_Directions:
Reported_PRP_First_Name:
Reported_PRP_Last_Name:
Reported_PRP_Business: City of Shelton
Reported_PRP_Street_Address: 525 West Cota St,
Reported_PRP_address2:
Reported_PRP_City: Shelton
Reported_PRP_State: WA
Reported_PRP_Zip: 98584
Reported_PRP_Phone: 360-225-7956
Reported_PRP_Phone_Type: BUSINESS
Reported_PRP_More_Info2: This was an old simpson glue lamb facility
Submit_Button: Submit

Entry Person Baxter, Susan

Entry Date 4/20/2010

ERTS # 619350

Referral

Referral # 132545

Referral Method

- E-mail ERTS number
- E-mail attachment
- Print
- Telephone

Person Referred to SVENDSEN, FERN

Primary

Phone (360) 407-6246 Fax

E-mail fsve461@ecy.wa.gov

Program/Organization TOXICS CLEANUP

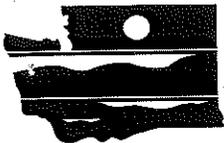
Address

City WA

Region/Location swro

Referral Date 4/20/2010

Followup (None)



INITIAL INVESTIGATION FIELD REPORT

WASHINGTON STATE
DEPARTMENT OF
E C O L O G Y

ERTS Number: 619350

Parcel #: 320204100070

COUNTY: Mason

SITE INFORMATION

Site Name (e.g., Co. name over door): City of Shelton Wastewater Treatment Plant	Site Address (including City and Zip+4): 1698 Fairmount Ave, Shelton, Washington 98584	Site Phone: 360-432-5116
Site Contact and Title: Robert E. Tauscher, P.E. Consulting Project Engineer, City of Shelton	Site Contact Address (including City and Zip+4): 525 W. Cota Street, Shelton, Washington 98584	Site Contact Phone: 360-470-1888
Site Owner: City of Shelton	Site Owner Address (including City and Zip+4): 525 W. Cota Street, Shelton, Washington 98584	Site Owner Phone: 360-432-5116
Site Owner Contact:	Site Owner Contact Address (including City and Zip+4):	Owner Contact Phone:
Alternate Site Name(s):	Comments:	Is property > 10 acres? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Previous Site Owner(s):	Comments:	

Location: Quarter-Quarter:	Section: 20	Township: 20	Range: 20
Latitude: Degrees: 47	Minutes: 12	Seconds: 17.6	
Longitude: Degrees: -123	Minutes: 0	Seconds: 39	

INSPECTION INFORMATION

Inspection Date: April 22, 2010	Inspection Time: 1:00pm.	Entry Notice: Announced <input checked="" type="checkbox"/> Unannounced <input type="checkbox"/>
Photographs: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Weather: Clear <input checked="" type="checkbox"/> Rain <input type="checkbox"/>	Temperature: _____ °F
Samples: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Wind Direction:	Wind Speed:

RECOMMENDATION

No Further Action (Indicate NFA in box below):	LIST on ISIS (Indicate in box below):
Release or threatened release does not pose a threat <input type="checkbox"/>	Site Hazard Assessment <input checked="" type="checkbox"/>
No release or threatened release <input type="checkbox"/>	Interim Action <input type="checkbox"/>
Educational mailing <input type="checkbox"/>	Emergency Action <input type="checkbox"/>
Refer to program/agency (Name: _____) <input type="checkbox"/>	Independent Cleanup Action In progress <input type="checkbox"/>
Independent Cleanup Action Completed (i.e., contam, removed) <input type="checkbox"/>	

COMPLAINT (Brief Summary of ERTS):

Contaminated soil.

SITE STATUS (Brief Summary of site condition(s) after investigation):

On April 22, 2010, Ecology conducted an initial investigation at the above referenced site. I drove into the wastewater treatment facility parking lot, and spoke briefly to the employee. He stated, management was all at lunch and should return soon. I contacted Robert E. Tauscher, P.E. Consulting Project Engineer and requested pictures and a brief narrative of the contamination. Contamination exists on site therefore; the site will be listed on our Ecology's database as a confirmed contaminated site.

Investigator:
Fern A. Svendsen

Date Submitted:

5/5/2010

OBSERVATIONS

Description:

Ecology received a complaint on April 1, 2010 stating that while removing existing buildings, soil was uncovered which had a hydro-carbon smell. Soil samples were obtained and analyzed. Ecology conducted an initial investigation on April 22, 2010. I spoke briefly to an employee who informed me that management was not on site at this moment. He also stated some uncovered contaminated soil was located earlier. Soil samples were obtained and analyzed for NWTPH-Gx (Gasoline 1400 mg/Kg) subsequently found to exceed state cleanup levels. I left my professional card but told the individual that I would contact Robert Tauscher, project engineer, of the site. Mr. Tauscher informed me that the City has a construction project under way. The site was purchased from Simpson Timber Company, who had used the site years previously for a plywood (glue) manufacturing facility. The City has hired/directed Parametrix, the improvement plan design engineer, to complete a safety plan to install the planned improvements, through the areas found with the contaminated soil. Mr. Tauscher contacted Scott Rose, Ecology Voluntary Cleanup Program Manager regarding entering the VCP program. I recommend this site be listed on our database as a confirmed contaminated site. Should new information be revealed, I will re-evaluate my decision.

ACTIVITIES OR PRACTICES RESPONSIBLE FOR CONTAMINATION:

Spill	<input type="checkbox"/>	LUST	<input type="checkbox"/>
Pesticide disposal	<input type="checkbox"/>	Tank	<input type="checkbox"/>
Landfill	<input type="checkbox"/>	Improper handling	<input checked="" type="checkbox"/>
Drums	<input type="checkbox"/>	Improper disposal	<input type="checkbox"/>
Other - Describe:			

Are discharges permitted (if yes, describe): No Yes Standard Industrial Code(s)

CONTAMINANT(S)

AFFECTED MEDIA	CONTAMINANTS (#1-16: See contaminants key) Enter letter designating status of contaminant: C = Confirmed (above cleanup levels); S = Suspected; R = Remediated															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Ground Water																
Surface Water																
Drinking Water																
Soil							C									
Sediment																
Air																

1 Base/neutral organics	7 Petroleum products	13 Corrosive wastes
2 Halogenated organic compounds	8 Phenolic compounds	14 Radioactive wastes
3 Metals - Priority pollutants	9 Non-halogenated solvents	15 Conventional contaminants, organic
4 Metals - Other	10 Dioxin	16 Conventional contaminants, inorganic
5 Polychlorinated biPhenyls (PCBs)	11 Polynuclear aromatic hydrocarbons (PAHs)	
6 Pesticides	12 Reactive wastes	

SITE INFORMATION

Soil type gravelly	Slope
Site vegetation/cover present:	Pasture/open field <input type="checkbox"/>
Forest <input type="checkbox"/>	Wetlands <input type="checkbox"/>
Bare soil <input checked="" type="checkbox"/>	Pavement <input type="checkbox"/>
Brush <input type="checkbox"/>	Surface water <input type="checkbox"/>
Landscaped <input type="checkbox"/>	
Other - Describe:	

Are there any drinking water systems affected? Yes No
 Municipal, private, or both? (Circle one)
 How many people are estimated to be affected? _____

Is there a potential for a release or threatened release to affect a drinking water source? Yes No

Are there monitoring wells in the vicinity? Yes No

Are there dry wells in the vicinity? Yes No

CONTAMINANT PATHWAYS AND TARGETS

	Ingestion	Inhalation	Contact
Ground Water			
Surface Water			
Drinking Water			
Soil			
Sediment			
Air			
Targets possible:		Residential <input type="checkbox"/>	
Human, adult <input type="checkbox"/>		Industrial <input type="checkbox"/>	
Human, children <input type="checkbox"/>		Commercial <input type="checkbox"/>	
Sensitive environments (See WARM Scoring Manual for definition): <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe: Shelton Bay			
General Comments:			

SITE MAP/DIAGRAM

Site Name City of Shelton

Soil samples were collected. See attached analytical results.



North

Approximate scale: _____ inch = _____ feet

ERTS Number 619350

County Mason



MASON COUNTY

washington

Government and Information Services

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[Employment](#)

[Forms & Brochures](#)

[Phone #'s & Addresses](#)

[Campus Map](#)

[Codes & Regulations](#)

[Community Links](#)

[Visit Mason County](#)

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[Departments](#)

[Email Us](#)

Building Dept

- ▶ Some information / cases may not be displayed
- ▶ This information may be outdated and inaccurate

Planning dept

- ▶ Information is only for the unincorporated areas of Mason County and may only show items since April 1st, 1992

Environmental Health Dept

- ▶ Please contact the Permit Center (360) 427-9670 ext 352 to verify any information

Records

- ▶ **This information was last updated: 07/13/2010 at 3:02 pm**

New Search

- ▶ Building permits are NOT ready to issue until Case Status is APP and an activity "Approved for Issuance" is listed

Assessor / Treasurer

Information for Permit: WEC2010-00037

Parcel Information

Case Number WEC2010-00037
Case Status ? FIN **Applicant** CITY OF SHELTON
 525 WEST COTA
 SHELTON WA 98584
Parcel Number 320204100070
Project Address 1698 FAIRMOUNT AVE SHELTON
Valuation ? \$ 0.00
Description Decommission

Activities

Description	Date Assigned	Date Done	Status	Assigned To	Done By
Call in Date		05/10/2010	DONE		AMH
Well Construction PASSED		05/10/2010	DONE		AMH
DECOMMISSIONED IN ACCORDANCE WITH VARIANCE GRANTED BY DOE					
Staff Inspection	04/21/2010	04/21/2010	DONE		AMH
Hansen Drilling filled the 4" casing with bentonite slurry and then proceeded to attempt to pull the casing. The casing broke at the joint 20 feet bgs. Bill Lum, at DOE, said the drilling firm needed to formally request a variance by submitting a plan to decommission to him and he would render a decision. Hansen requested to overbore the hole to 25 feet and fill with bentonite chips or slurry. The variance was granted by Bill Lum.					
Application Received	04/19/2010	04/19/2010	DONE		KKK

Permit Fees

Fee Type	Amount Due	Amount Paid
Well Decommission	\$ 113.00	\$ 113.00
Total Fees:	\$ 113.00	\$ 113.00
Amount Outstanding: \$ 0.00		

Conditions

No conditions on this case

This information was last updated: 07/13/2010 at 3:02 pm

Information may be inaccurate and outdated.

Please refer to the Permit Center to verify any information

[Building Home](#)

[Planning Home](#)

[Environmental Health Home](#)

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Home » [Latitude and Longitude of a Point](#)



To find the latitude and longitude of a point **Click** on the map, **Drag** the marker, or enter the...

Address: |1700 Fairmont Avenue, Shelton, Wa

Map Center: [Get Address](#) - [Land Plat Size](#) - [Street View](#) - [Google Earth 3D](#) - [Area Photographs](#)

Try out the [Google Earth Plug-in](#). Google Earth gives you a 3D look of the area around the center of the map, which is usually your last click point, and includes latitude, longitude and elevation information.

Ads by Google

Google Search Appliance

Search your business intranet, file shares, and more.

www.google.com/enterprise

Latitude and Longitude of a Point



Campuses in 3D

Make Your Campus 3D with Web-based Searchable Maps www.concept3d.com

ESRI SHP to Navigation

Develop Navigation System (SDK) WindowsCE based GPS API www.teletype.com

Geocoding Web Service

Easy to use service with parcel geocoding. Register today. www.faspatial.com

Free Internet Explorer@ 8

Download the New, Optimized Version of Internet Explorer@ for Free Now! www.IE8optimized.com

Note: Right click on a **blue marker** to remove it.

Get the Latitude and Longitude of a Point

When you click on the map, move the marker or enter an address the latitude and longitude coordinates of the point are inserted in the boxes below.

Latitude:

Longitude:

	Degrees	Minutes	Seconds
Latitude:	<input type="text" value="47"/>	<input type="text" value="12"/>	<input type="text" value="17.6004"/>
Longitude:	<input type="text" value="-123"/>	<input type="text" value="4"/>	<input type="text" value="39.003"/>

Show Point from Latitude and Longitude

Use this if you know the latitude and longitude coordinates of a point and want to see where on the map the point is.

Use: **+** for N Lat or E Long **-** for S Lat or W Long.

Example: +40.689060 -74.044636

Note: Your entry should not have any embedded spaces.

Decimal Deg. Latitude:

Decimal Deg. Longitude:

Example: +34 40 50.12 for 34N 40' 50.12"

Latitude: Degrees Minutes Seconds

Longitude: Degrees Minutes Seconds

Svendsen, Fern (ECY)

From: Bob Tauscher [btauscher@ci.shelton.wa.us]
Sent: Wednesday, May 05, 2010 3:32 PM
To: Svendsen, Fern (ECY)
Subject: Fwd: WWTP - 1700 Fairmount Avenue Site
Attachments: Site Map of Contaminated Soils Locations.pdf; 008-C1.pdf; 009-C2.pdf; 012-C5.pdf; 013-C6.pdf

Fern,
Is this what your looking for?
Thanks Bob

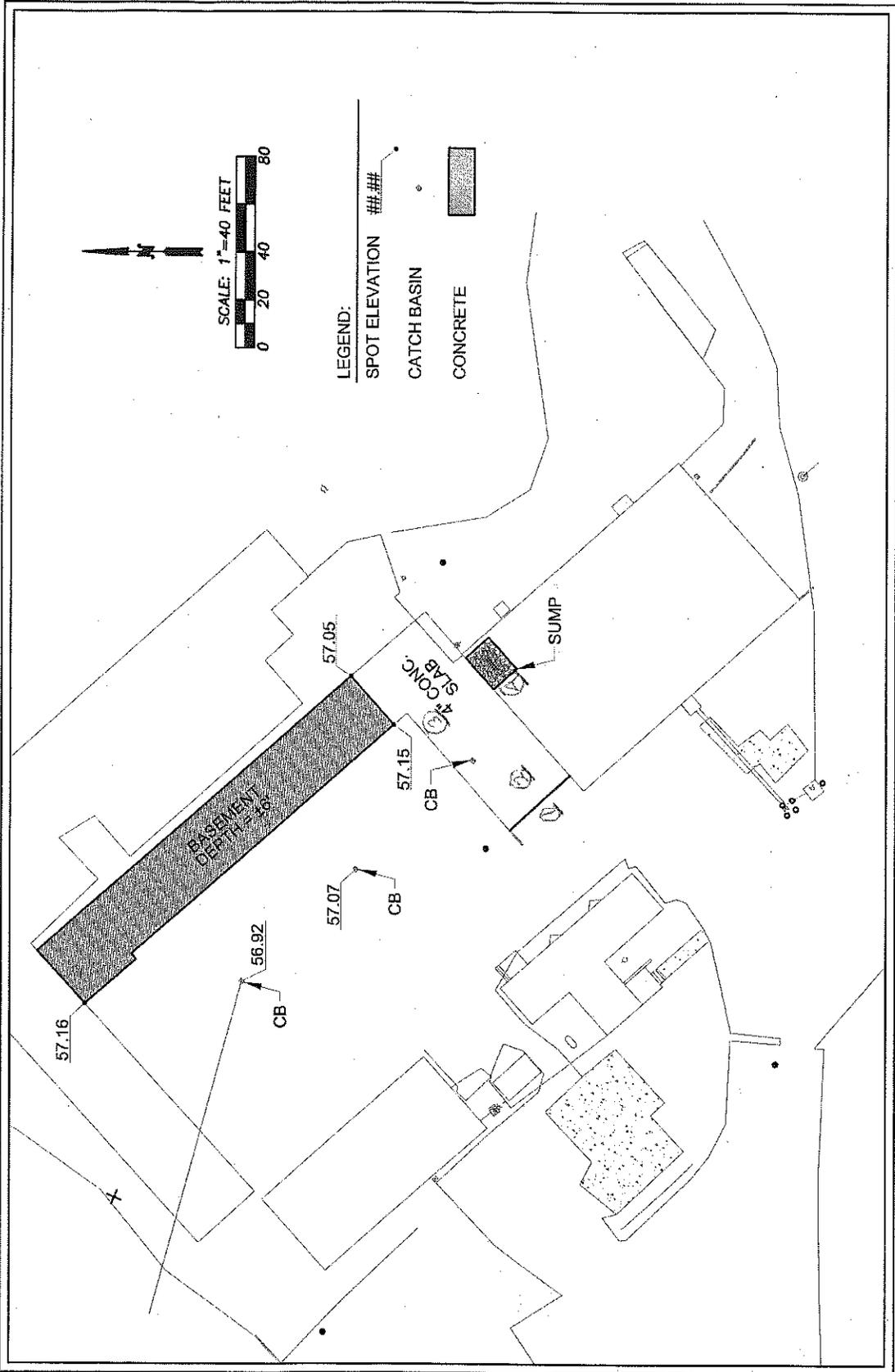
Robert E. Tauscher, P.E.
Consulting Project Engineer
City of Shelton
Public Works Department
Engineering Division
525 W. Cota Street
Shelton, WA 98584
Office (360) 432-5116
Cell (360) 470-1888
Fax (360) 426-7746
e-mail btauscher@ci.shelton.wa.us

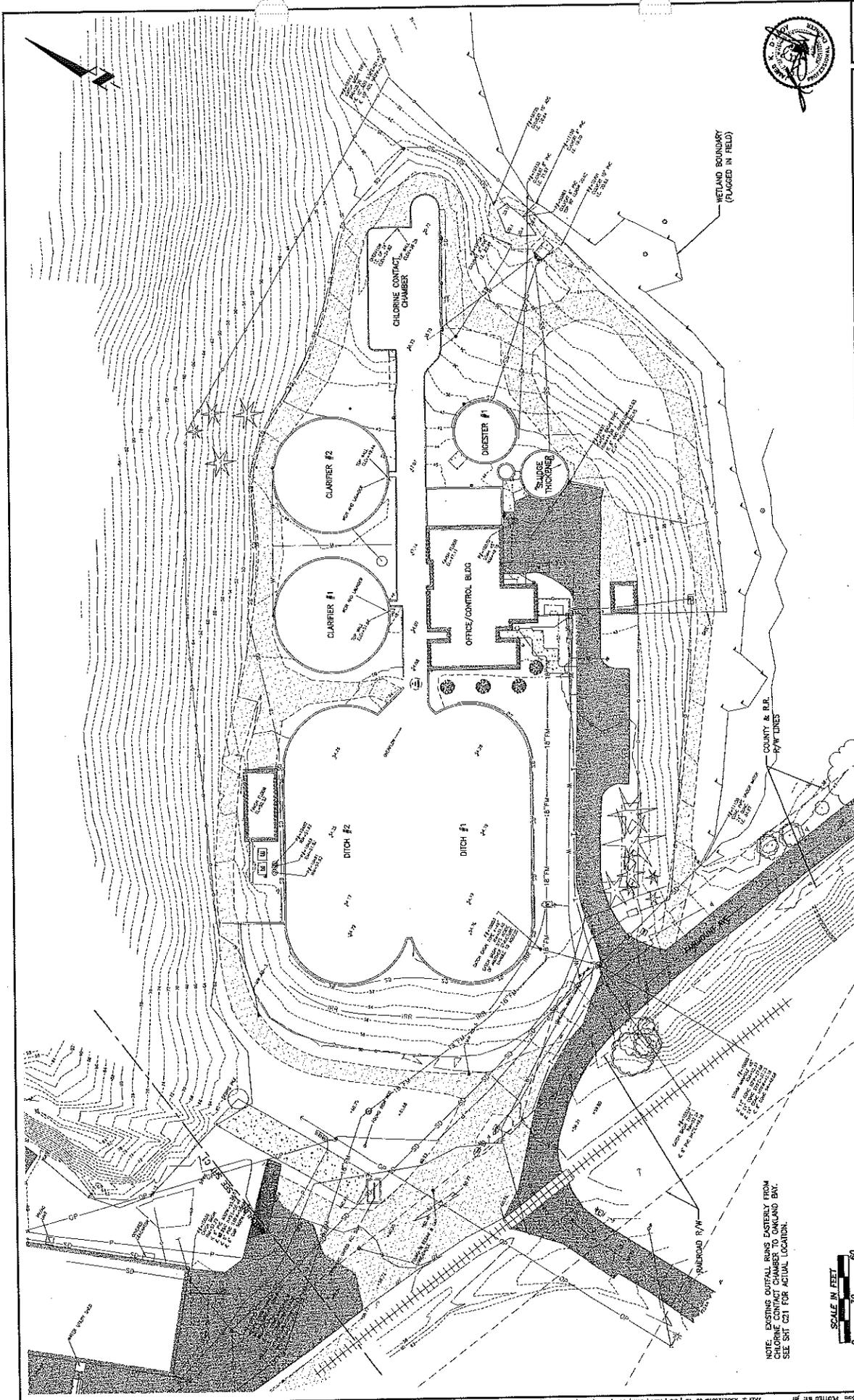
>>> Bob Tauscher 4/26/2010 3:14 PM >>>
Fern,

I am providing you this email as requested with the information we discussed on the phone this morning. You mentioned you received an anonymous complaint from Battle Ground, WA., concerning the above listed site. As we discussed, the City has a construction project under way at this address. It is the rehabilitation of the existing City of Shelton Wastewater Treatment Plant (funded by USDA-RD funds). The City purchased property adjacent to the treatment plant to building a bio-solids handling facility as part of the improvements. The site was purchased from Simpson Timber Company, who had used the site years previously, I understand, for a plywood manufacturing facility. The contractor hired by the City, Stellar J, while removing the existing buildings, uncovered soil which had a hydro-carbon smell. Soils samples were obtained and tested. The City has directed Parametrix, the improvement plan design engineer, to complete a safety plan to install the planned improvements, through the areas found with the contaminated soils. I have attached for your information a map with the contaminated soil locations, two drawings of the existing site and two drawings of the site with the proposed improvements.

I have called and left a message with Scott Rose (concerning the Voluntary Cleanup Program) as you suggest, as well as copied him with this email. I look forward to hearing from him. Please contact me if you would like to visit the site or need anything further.
Thanks Bob

Robert E. Tauscher, P.E.
Consulting Project Engineer
City of Shelton
Public Works Department
Engineering Division
525 W. Cota Street
Shelton, WA 98584
Office (360) 432-5116
Cell (360) 470-1888
Fax (360) 426-7746
e-mail btauscher@ci.shelton.wa.us





DRIVING NO.
B OF 205
C2

**EXISTING SITE PLAN
EAST**

PROJECT NAME
**SHELTON WASTEWATER TREATMENT
PLANT AND FRONT STREET PUMP
STATION IMPROVEMENTS**
SHELTON, WASHINGTON

ENGINEERING
PARAMETRIX
CORPORATION, A LIMITED LIABILITY COMPANY
12200 N. 19th Ave., Suite 100
Bellevue, WA 98007
Phone: (206) 464-1000
Fax: (206) 464-1001
www.parametrix.com

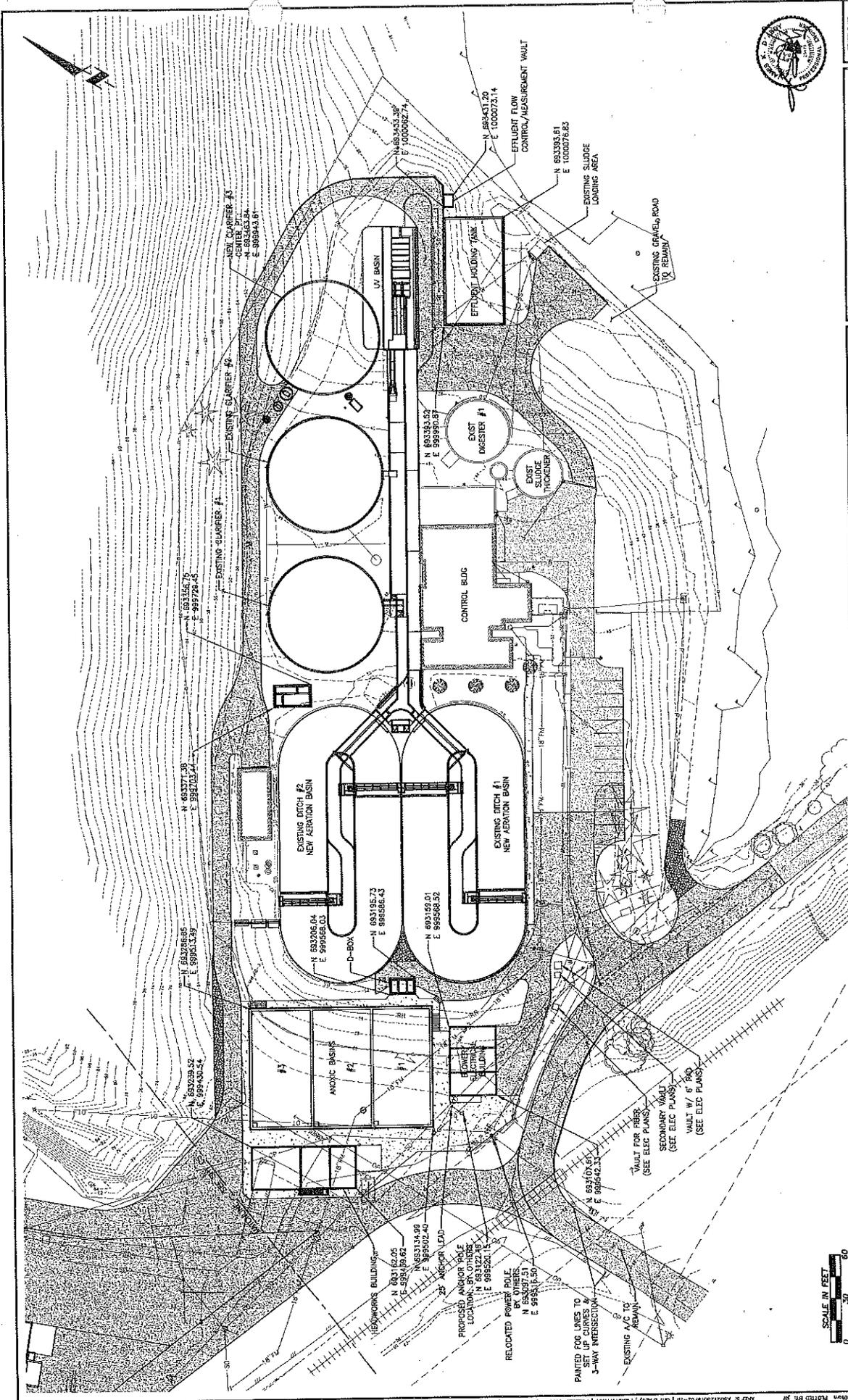
ENGINEERING
GROUP
10000 1st Avenue, Suite 100
Bellevue, WA 98007
Phone: (206) 464-1000
Fax: (206) 464-1001
www.parametrix.com

DATE OF PRELIMINARY
DESIGN: 03/03/09
DATE OF FINAL DESIGN:
03/03/09
DATE OF THIS SET:
03/03/09

NO.	DATE	BY	CHECKED	APPROVED
1				
2				
3				
4				
5				

SCALE IN FEET
0 30 60

NOTE: EXISTING OUTFALL RUNS EASTERLY FROM
CHLORINE CONTACT CHAMBER TO OAKLAND BV.
SEE SHT C21 FOR ACTUAL LOCATION.



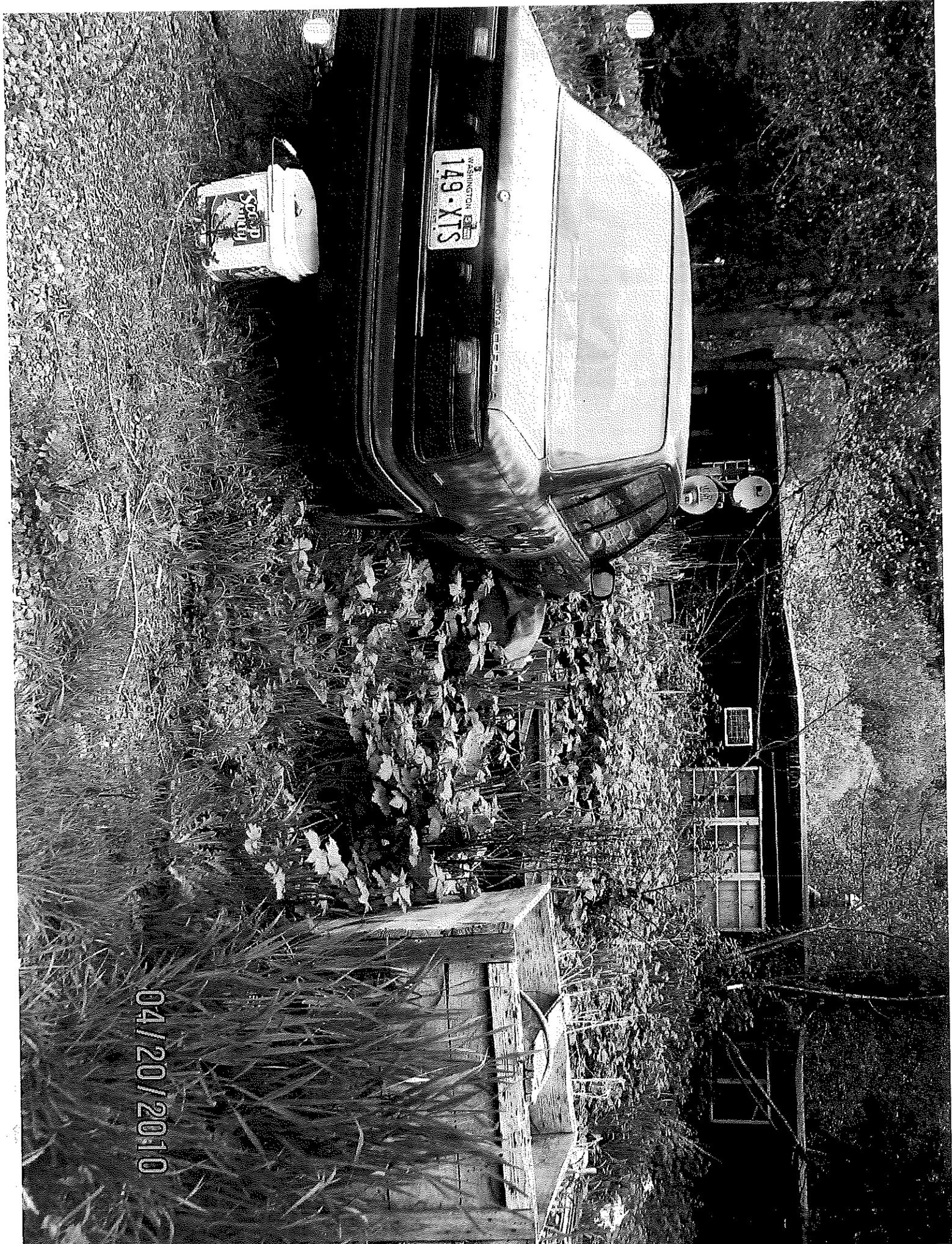
DATE	BY	ISSUED	APPROVED
		TRAVEL	
		FIELD	
		DESIGN	

SHEET NO. 15 OF 200 C6	SITE PLAN EAST
PROJECT NAME SHELTON WASTEWATER TREATMENT PLANT AND FRONT STREET PUMP STATION IMPROVEMENTS SHELTON, WASHINGTON	
ENGINEERING GROUP 	
PERMITS 	
SCALE IN FEET 0 30 60	

FIELD COPY



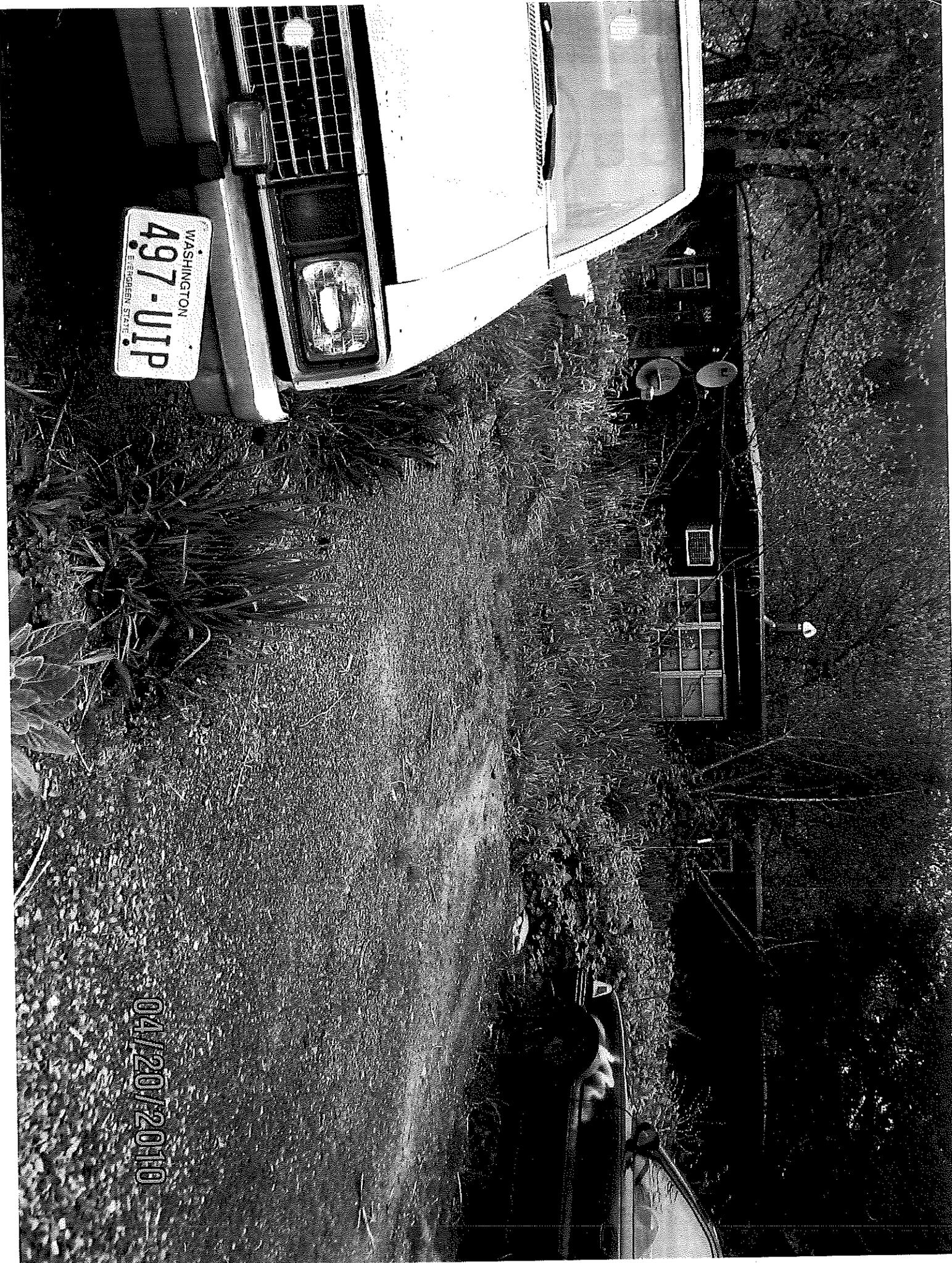
MARKS: 10/1/2009 - 10:00 AM, PLOTTED BY: JH
 DATE: 10/1/2009 10:00 AM
 PROJECT: SHELTON WASTEWATER TREATMENT PLANT AND FRONT STREET PUMP STATION IMPROVEMENTS
 SHEET: 15 OF 200
 SCALE: 1/8" = 1'-0"



04/20/2010

WASHINGTON
497-UIP
EVERGREEN STATE

04/20/2010



Svensden, Fern (ECY)

From: Svensden, Fern (ECY)
Sent: Wednesday, May 05, 2010 7:38 AM
To: 'Bob Tauscher'
Subject: Site Visit

Good morning, Bob: I am going to have to cancel my site visit on Thursday, May 6@10:00 am. The information I already have provides enough data/info. to make a determination. Thank you for the pictures of the site. Contact Scott Rose@ 360-407-6347 regarding Ecology's VCP. Have a good day, Fern

Svendsen, Fern (ECY)

From: Rose, Scott (ECY)
Sent: Wednesday, May 05, 2010 1:54 PM
To: Bob Tauscher
Cc: Svendsen, Fern (ECY)
Subject: FW: WWTP - 1700 Fairmount Avenue Site
Attachments: VCP Application.doc; VCP Agreement.doc

Bob,

Forgive me as I don't recall how we left this site when we last spoke. I am out on vacation starting tomorrow, so I wanted to be sure you had everything you need to know about the Voluntary Cleanup Program (VCP). To enter VCP, I need original signed copies of the application and contract agreement, both of which can be accessed on our website at <http://www.ecy.wa.gov/programs/tcp/vcp/vcp2008/vcpForms.html>. I have also attached copies to this email for your convenience. There is no cost to enter VCP, you only pay for site manager review time, which is basically what the contract binds you to. Once I receive original signed copies of these documents, I will assign the project to one of my site managers who will work with you to get done what we need to accomplish for the site to receive a letter of No Further Action. Don't hesitate to contact me if you have any questions.

Scott Rose, L.G.
Unit Manager
Department of Ecology
TCP/SWRO
(360) 407-6347
sros461@ecy.wa.gov

From: Svendsen, Fern (ECY)
Sent: Wednesday, May 05, 2010 10:48 AM
To: Rose, Scott (ECY)
Subject: FW: WWTP - 1700 Fairmount Avenue Site

FYI

From: Bob Tauscher [<mailto:btauscher@ci.shelton.wa.us>]
Sent: Tuesday, May 04, 2010 3:04 PM
To: Svendsen, Fern (ECY)
Subject: Fwd: WWTP - 1700 Fairmount Avenue Site

Fern,
Try again.
Thanks Bob

Robert E. Tauscher, P.E.
Consulting Project Engineer
City of Shelton
Public Works Department
Engineering Division
525 W. Cota Street
Shelton, WA 98584
Office (360) 432-5116
Cell (360) 470-1888
Fax (360) 426-7746
e-mail btauscher@ci.shelton.wa.us

>>> Bob Tauscher 5/4/2010 2:35 PM >>>

Fern,

Please call if you did not receive the photos, I will send separately. Please be aware the site is a construction site and requires a hard hat, safety vest and appropriate shoes.

Thanks bob

Robert E. Tauscher, P.E.
Consulting Project Engineer
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Public Works Department
Engineering Division
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Shelton, WA 98584
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>>> Bob Tauscher 5/4/2010 2:20 PM >>>

Fern,

Try again.

Thanks Bob

Robert E. Tauscher, P.E.
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Public Works Department
Engineering Division
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Shelton, WA 98584
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Cell (360) 470-1888
Fax (360) 426-7746
e-mail btauscher@ci.shelton.wa.us

>>> Bob Tauscher 5/4/2010 9:52 AM >>>

Fern,

As requested, please find attached photos of the contaminated sites found. Feel free to contact me with any questions.

Thanks Bob

Robert E. Tauscher, P.E.
Consulting Project Engineer
City of Shelton
Public Works Department
Engineering Division
525 W. Cota Street

Shelton, WA 98584
Office (360) 432-5116
Cell (360) 470-1888
Fax (360) 426-7746
e-mail btauscher@ci.shelton.wa.us

>>> Bob Tauscher 4/26/2010 3:14 PM >>>

Fern,

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Thanks Bob

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e-mail btauscher@ci.shelton.wa.us

Svendsen, Fern (ECY)

From: Johnston, Carol (ECY)
Sent: Monday, April 26, 2010 11:26 AM
To: Dave Franklin
Cc: Svendsen, Fern (ECY)
Subject: RE:

Fern and I looked it up this morning. It's on the main Facility Site data base, but only has an association with the Hazardous Waste program. none with toxics cleanup yet.

From: Dave Franklin [mailto:dfranklin@3kingsinc.com]
Sent: Monday, April 26, 2010 11:19 AM
To: Johnston, Carol (ECY)
Subject: RE:

Does this site have a ID # yet ?

From: Johnston, Carol (ECY) [mailto:cjoh461@ECY.WA.GOV]
Sent: Monday, April 26, 2010 11:06 AM
To: Dave Franklin
Subject: RE:

Hi Dave,

wow, some high numbers. I think Fern will be working on this.

Thanks!

cj

From: Dave Franklin [mailto:dfranklin@3kingsinc.com]
Sent: Monday, April 26, 2010 11:03 AM
To: Johnston, Carol (ECY)
Subject:

Good morning here are the results on what I sampled Still other tests being done, Let me know

Thanks Dave

TestAmerica

THE LEADER IN ENVIRONMENTAL TESTING

ANALYTICAL REPORT

TestAmerica Laboratories Inc.
TestAmerica Seattle
5755 8th Street East
Tacoma, WA 98424
Tel: (253)922-2310

TestAmerica Job ID: 580-18683-2
Client Project/Site: Shelton WWTP Demolition

For:
Parametrix, Inc.
1231 Fryar Avenue
PO BOX 460
Sumner, Washington 98390

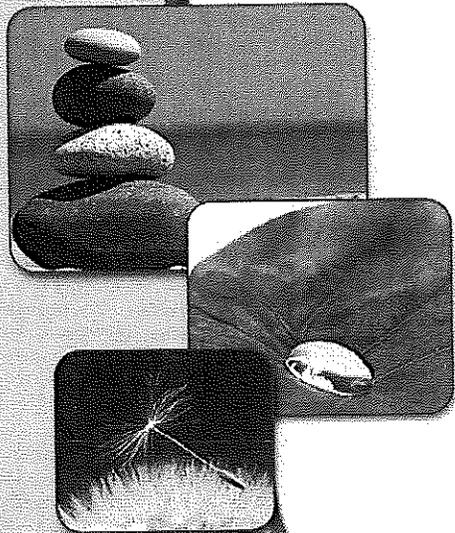
Attn: Mike Baxter



Authorized for release by:
4/12/2010 3:52 PM
Curtis Armstrong
Project Manager I
curtis.armstrong@testamericainc.com

Designee for
Kate Haney
Project Manager II
kate.haney@testamericainc.com

This report has been electronically signed and authorized by the signatory. Electronic signature is intended to be the legally binding equivalent of a traditionally handwritten signature.



LINKS

Review your project results through
Total Access

Have a Question?
Ask The Expert

Visit us at:
www.testamericainc.com



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Qualifier Definition/Glossary

TestAmerica Job ID: 580-18683-2

Client: Parametrix, Inc.
Project/Site: Shelton WWTP Demolition

Qualifiers

GC VOA

Qualifier	Qualifier Description
I	Indicates the presence of an interference, recovery is not calculated.
X	Surrogate is outside control limits

Glossary

Glossary	Glossary Description
☆	Listed under the "D" column to designate that the result is reported on a dry weight basis.

3

Job Narrative
580-18683-2

Comments

No additional comments.

Receipt

All samples were received in good condition within temperature requirements.

GC/MS VOA

Method(s) NWTPH-Gx:

4-BFB surrogate recovery for the following sample(s) was outside control limits: (580-18683-2 MS), (580-18683-2 MSD), Stockpile Sample (580-18683-2). Evidence of matrix interference is present; therefore, re-extraction and/or re-analysis was not performed. See chromatogram.

No other analytical or quality issues were noted.

General Chemistry

No analytical or quality issues were noted.



Sample Summary

Client: Parametrix, Inc.
Project/Site: Shelton WWTP Demolition

TestAmerica Job ID: 580-18683-2

Lab Sample ID	Client Sample ID	Matrix	Sampled	Received
580-18683-2	Stockpile Sample	Solid	04/07/10 11:00	04/07/10 14:00

5

Analytical Data

Client: Parametrix, Inc.
 Project/Site: Shelton WWTP Demolition

TestAmerica Job ID: 580-18683-2

Client Sample ID: Stockpile Sample

Lab Sample ID: 580-18683-2

Date Collected: 04/07/10 11:00

Matrix: Solid

Date Received: 04/07/10 14:00

Percent Solids: 86.2

Method: NWTPH-Gx - Northwest - Volatile Petroleum Products (GC)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Gasoline	94		4.7		mg/Kg	*	04/12/10 11:01	04/12/10 07:25	1
Surrogate	% Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
4-Bromofluorobenzene (Surr)	184	X I	50 - 150				04/12/10 11:01	04/12/10 07:25	1
Trifluorotoluene (Surr)	117		50 - 150				04/12/10 11:01	04/12/10 07:25	1

General Chemistry

Analyte	Result	Qualifier	RL	RL	Unit	D	Prepared	Analyzed	Dil Fac
Percent Solids	86		0.10		%			04/12/10 12:07	1
Percent Moisture	14		0.10		%			04/12/10 12:07	1

6

Quality Control Data

Client: Parametrix, Inc.
Project/Site: Shelton WWTP Demolition

TestAmerica Job ID: 580-18683-2

Method: NWTPH-Gx - Northwest - Volatile Petroleum Products (GC)

Lab Sample ID: MB 580-61527/1-A
Matrix: Solid
Analysis Batch: 61547

Client Sample ID: MB 580-61527/1-A
Prep Type: Total/NA
Prep Batch: 61527

Analyte	MB MB		RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
	Result	Qualifier							
Gasoline	ND		4.0		mg/Kg		04/12/10 11:01	04/12/10 06:39	1
Surrogate	MB MB		Limits				Prepared	Analyzed	Dil Fac
	% Recovery	Qualifier							
4-Bromofluorobenzene (Surr)	104		50 - 150				04/12/10 11:01	04/12/10 06:39	1
Trifluorotoluene (Surr)	111		50 - 150				04/12/10 11:01	04/12/10 06:39	1

Lab Sample ID: LCS 580-61527/2-A
Matrix: Solid
Analysis Batch: 61547

Client Sample ID: LCS 580-61527/2-A
Prep Type: Total/NA
Prep Batch: 61527

Analyte		Spike Added	LCS Result	LCS Qualifier	Unit	% Rec.	% Rec. Limits
Surrogate	LCS LCS		Limits				% Rec. Limits
	% Recovery	Qualifier					
4-Bromofluorobenzene (Surr)	109		50 - 150				
Trifluorotoluene (Surr)	111		50 - 150				

Lab Sample ID: 580-18683-2 MS
Matrix: Solid
Analysis Batch: 61547

Client Sample ID: Stockpile Sample
Prep Type: Total/NA
Prep Batch: 61527

Analyte	Sample Result	Sample Qualifier	Spike Added	MS Result	MS Qualifier	Unit	% Rec.	% Rec. Limits
Surrogate	MS MS		Limits				% Rec. Limits	
	% Recovery	Qualifier						
4-Bromofluorobenzene (Surr)	197	XI	50 - 150					
Trifluorotoluene (Surr)	124		50 - 150					

Lab Sample ID: 580-18683-2 MSD
Matrix: Solid
Analysis Batch: 61547

Client Sample ID: Stockpile Sample
Prep Type: Total/NA
Prep Batch: 61527

Analyte	Sample Result	Sample Qualifier	Spike Added	MSD Result	MSD Qualifier	Unit	% Rec.	% Rec. Limits	RPD	Limit
Surrogate	MSD MSD		Limits				% Rec. Limits			
	% Recovery	Qualifier								
4-Bromofluorobenzene (Surr)	193	XI	50 - 150							
Trifluorotoluene (Surr)	119		50 - 150							

Lab Chronicle

Client: Parametrix, Inc.
Project/Site: Shelton WWTP Demolition

TestAmerica Job ID: 580-18683-2

Client Sample ID: Stockpile Sample

Lab Sample ID: 580-18683-2

Date Collected: 04/07/10 11:00

Matrix: Solid

Date Received: 04/07/10 14:00

Percent Solids: 86.2

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared Or Analyzed	Analyst	Lab
Total/NA	Analysis	NWTPH-Gx		1	61547	04/12/10 07:25	MAT	TestAmerica Seattle
Total/NA	Prep	5035			61527	04/12/10 11:01	MAT	TestAmerica Seattle
Total/NA	Analysis	Moisture		1	61534	04/12/10 12:07	KKJ	TestAmerica Seattle

Certification Summary

Client: Parametrix, Inc.
Project/Site: Shelton WWTP Demolition

TestAmerica Job ID: 580-18683-2

Laboratory	Program	Authority	EPA Region	Certification ID	Expiration Date
TestAmerica Seattle	DoD ELAP	L-A-B	0	L2236	01/19/13
TestAmerica Seattle	ISO/IEC 17025	L-A-B	0	L2236	01/19/13
TestAmerica Seattle	NELAC Primary AB	Oregon	10	WA100007	11/06/09
TestAmerica Seattle	NELAC Secondary AB	California	9	1115CA	01/31/11
TestAmerica Seattle	State Program	Alaska	10	UST-022	03/04/11
TestAmerica Seattle	State Program	Washington	10	C1226	02/17/11
TestAmerica Seattle	USDA			P330-08-00099	05/22/11

Accreditation may not be offered or required for all methods and analytes reported in this package. Please contact your project manager for the laboratory's current list of certified methods and analytes.

Torres, Terri

From: Michael Baxter [MBaxter@parametrix.com]
Sent: Friday, April 09, 2010 2:55 PM
To: Torres, Terri
Cc: Allan Maas; Mike Warfel
Subject: RE: Files from 580-18683-1 Shelton WWTP Demolition

Terri,
 Please also analyze and expedite the second "Stockpile Sample" for NWTPH-Gx that was on hold.

If you have questions, I can be reached on my cell phone at 206-491-3303.

-mike

From: Michael Baxter
Sent: Friday, April 09, 2010 2:46 PM
To: 'Terri.Torres@testamericainc.com'
Cc: Allan Maas; Mike Warfel
Subject: FW: Files from 580-18683-1 Shelton WWTP Demolition

Hi Terri,
 I'm leaving the office to head down to Portland this afternoon. When the QC review of the gasoline result is done and you're able forward the report, please cc: Allan Maas and Mike Warfel.

Thanks.

Parametrix

inspired people . inspired solutions . making a difference

Mike Baxter
 Sr. Technical Aide
 Phone: 253.863.5128, ext 1043
 Fax: 253.863.0946
mbaxter@parametrix.com

 Before printing, please think green.

From: Haney, Kate [mailto:kate.haney@testamericainc.com]
Sent: Thursday, April 08, 2010 5:11 PM
To: Michael Baxter
Subject: Files from 580-18683-1 Shelton WWTP Demolition

Hi Mike,
 Please find the partial report attached for the samples received yesterday. The report does not include the

NWTPH-Gx results that will be available tomorrow.
Thank you,
Kate

KATE HANEY

TestAmerica
THE LEADER IN ENVIRONMENTAL TESTING

Tel: 253.922.2310
www.testamericainc.com

Reference: [032332]
Attachments: 1

Confidentiality Notice: The information contained in this message is intended only for the use of the addressee, and may be confidential and/or privileged. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately.



Login Sample Receipt Check List

Client: Parametrix, Inc.

Job Number: 580-18683-2

Login Number: 18683
 Creator: Gamble, Cathy
 List Number: 1

List Source: TestAmerica Tacoma

Question	T / F / NA	Comment
Radioactivity either was not measured or, if measured, is at or below background	True	
The cooler's custody seal, if present, is intact.	N/A	
The cooler or samples do not appear to have been compromised or tampered with.	True	
Samples were received on ice.	True	
Cooler Temperature is acceptable.	True	Received within 4 hours of sampling
Cooler Temperature is recorded.	True	
COC is present.	True	
COC is filled out in ink and legible.	True	
COC is filled out with all pertinent information.	True	
There are no discrepancies between the sample IDs on the containers and the COC.	True	
Samples are received within Holding Time.	True	
Sample containers have legible labels.	True	
Containers are not broken or leaking.	True	
Sample collection date/times are provided.	True	
Appropriate sample containers are used.	True	
Sample bottles are completely filled.	True	
There is sufficient vol. for all requested analyses, incl. any requested MS/MSDs	True	
VOA sample vials do not have headspace or bubble is <6mm (1/4") in diameter.	N/A	
If necessary, staff have been informed of any short hold time or quick TAT needs	True	
Multiphasic samples are not present.	True	
Samples do not require splitting or compositing.	True	
Is the Field Sampler's name present on COC?	True	
Sample Preservation Verified	N/A	

TestAmerica

THE LEADER IN ENVIRONMENTAL TESTING

ANALYTICAL REPORT

TestAmerica Laboratories Inc.
TestAmerica Seattle
5755 8th Street East
Tacoma, WA 98424
Tel: (253)922-2310

TestAmerica Job ID: 580-18683-1
Client Project/Site: Shelton WWTP Demolition

For:
Parametrix, Inc.
1231 Fryar Avenue
PO BOX 460
Sumner, Washington 98390

Attn: Mike Baxter



Authorized for release by:
4/9/2010 3:32 PM
Terri Torres
Project Manager II
terri.torres@testamericainc.com
Designee for
Kate Haney
Project Manager II
kate.haney@testamericainc.com

This report has been electronically signed and authorized by the signatory. Electronic signature is intended to be the legally binding equivalent of a traditionally handwritten signature.

LINKS

Review your project results through
Total Access

Have a Question?

Ask The Expert

Visit us at:
www.testamericainc.com



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Job Narrative
580-18683-1

Receipt

All samples were received in good condition within temperature requirements.

GC/MS VOA - Method(s) 8260B

Due to percent moisture values greater than 10%, the final volumes for samples Wall Sample (580-18683-1) were corrected for the solvent/water dilution effect. Corrected FV = ((g of samples * % moisture/100) + ml of MeOH) * 40 (dilution factor).

The following sample was diluted 1:10 due to the abundance of non-target analytes: Wall Sample (580-18683-1). Elevated reporting limits (RLs) are provided.

No other analytical or quality issues were noted.

GC VOA - Method(s) NWTPH-Gx

Due to percent moisture values greater than 10%, the final volumes for samples Wall Sample (580-18683-1) were corrected for the solvent/water dilution effect. Corrected FV = ((g of samples * % moisture/100) + ml of MeOH) * 40 (dilution factor).

No other analytical or quality issues were noted.

GC Semi VOA - Method(s) NWTPH-Dx

The Method Blank (MB) from preparation batch 580-61306 had a detection for Motor oil in analytical batch 580-61357. The MB and affected sample have been re-analyzed motor oil is reported from the re-analysis batch, 580-61371.

The continuing calibration verification (CCV#13) for analytical batch 580-61306 exceeded control criteria for Motor oil. The data have been qualified and the affected samples have been re-analyzed in analytical batch 580-61371 for Motor oil only.

No other analytical or quality issues were noted.



Sample Summary

Client: Parametrix, Inc.
Project/Site: Shelton WWTP Demolition

TestAmerica Job ID: 580-18683-1

Lab Sample ID	Client Sample ID	Matrix	Sampled	Received
580-18683-1	Wall Sample	Solid	04/07/10 10:50	04/07/10 14:00

Analytical Data

Client: Parametrix, Inc.
Project/Site: Shelton WWTP Demolition

TestAmerica Job ID: 580-18683-1

Client Sample ID: Wall Sample

Date Collected: 04/07/10 10:50

Date Received: 04/07/10 14:00

Lab Sample ID: 580-18683-1

Matrix: Solid

Percent Solids: 81.2

Method: NWTPH-Gx - Northwest - Volatile Petroleum Products (GC)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Gasoline	1400		260		mg/Kg	*	04/07/10 16:28	04/09/10 04:26	50
Surrogate	% Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
4-Bromofluorobenzene (Surr)	107		50 - 150				04/07/10 16:28	04/09/10 04:26	50
Trifluorotoluene (Surr)	113		50 - 150				04/07/10 16:28	04/09/10 04:26	50

Method: 8260B - Volatile Organic Compounds (GC/MS) - DL

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Benzene	ND		210		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
Bromobenzene	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
Bromoform	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
Bromomethane	ND		1800		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
Carbon tetrachloride	ND		260		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
Chlorobenzene	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
Chlorobromomethane	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
Chlorodibromomethane	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
Chloroethane	ND		5100		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
Chloroform	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
Chloromethane	ND		5100		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
2-Chlorotoluene	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
4-Chlorotoluene	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
cis-1,2-Dichloroethene	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
cis-1,3-Dichloropropene	ND		210		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
1,2-Dibromo-3-Chloropropane	ND		2600		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
Dibromomethane	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
1,2-Dichlorobenzene	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
1,3-Dichlorobenzene	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
1,4-Dichlorobenzene	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
Dichlorobromomethane	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
Dichlorodifluoromethane	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
1,1-Dichloroethane	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
1,2-Dichloroethane	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
1,1-Dichloroethene	ND		260		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
1,2-Dichloropropane	ND		150		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
1,3-Dichloropropane	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
2,2-Dichloropropane	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
1,1-Dichloropropene	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
Ethylbenzene	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
Ethylene Dibromide	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
Hexachlorobutadiene	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
Isopropylbenzene	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
4-Isopropyltoluene	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
Methylene Chloride	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
Methyl tert-butyl ether	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
m-Xylene & p-Xylene	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
Naphthalene	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
n-Butylbenzene	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
N-Propylbenzene	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
o-Xylene	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
sec-Butylbenzene	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
Styrene	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10

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Analytical Data

Client: Parametrix, Inc.
Project/Site: Shelton WWTP Demolition

TestAmerica Job ID: 580-18683-1

Client Sample ID: Wall Sample

Lab Sample ID: 580-18683-1

Date Collected: 04/07/10 10:50

Matrix: Solid

Date Received: 04/07/10 14:00

Percent Solids: 81.2

Method: 8260B - Volatile Organic Compounds (GC/MS) - DL (Continued)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
tert-Butylbenzene	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
1,1,1,2-Tetrachloroethane	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
1,1,2,2-Tetrachloroethane	ND		130		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
Tetrachloroethene	ND		260		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
Toluene	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
trans-1,2-Dichloroethene	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
trans-1,3-Dichloropropene	ND		210		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
1,2,3-Trichlorobenzene	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
1,2,4-Trichlorobenzene	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
1,1,1-Trichloroethane	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
1,1,2-Trichloroethane	ND		150		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
Trichloroethene	ND		210		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
Trichlorofluoromethane	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
1,2,3-Trichloropropane	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
1,2,4-Trimethylbenzene	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
1,3,5-Trimethylbenzene	ND		510		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10
Vinyl chloride	ND		100		ug/Kg	*	04/08/10 12:52	04/08/10 15:35	10

Surrogate	% Recovery	Qualifier	Limits	Prepared	Analyzed	Dil Fac
4-Bromofluorobenzene (Surr)	94		85 - 120	04/08/10 12:52	04/08/10 15:35	10
Ethylbenzene-d10	97		75 - 125	04/08/10 12:52	04/08/10 15:35	10
Fluorobenzene (Surr)	98		75 - 125	04/08/10 12:52	04/08/10 15:35	10
Toluene-d8 (Surr)	94		85 - 115	04/08/10 12:52	04/08/10 15:35	10
Trifluorotoluene (Surr)	119		75 - 125	04/08/10 12:52	04/08/10 15:35	10

Method: 8270C - Semivolatile Organic Compounds (GC/MS SIM)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Naphthalene	ND		5.8		ug/Kg	*	04/07/10 15:12	04/07/10 17:26	1
2-Methylnaphthalene	ND		5.8		ug/Kg	*	04/07/10 15:12	04/07/10 17:26	1
1-Methylnaphthalene	ND		5.8		ug/Kg	*	04/07/10 15:12	04/07/10 17:26	1
Acenaphthylene	ND		5.8		ug/Kg	*	04/07/10 15:12	04/07/10 17:26	1
Acenaphthene	ND		5.8		ug/Kg	*	04/07/10 15:12	04/07/10 17:26	1
Fluorene	ND		5.8		ug/Kg	*	04/07/10 15:12	04/07/10 17:26	1
Phenanthrene	ND		5.8		ug/Kg	*	04/07/10 15:12	04/07/10 17:26	1
Anthracene	ND		5.8		ug/Kg	*	04/07/10 15:12	04/07/10 17:26	1
Fluoranthene	ND		5.8		ug/Kg	*	04/07/10 15:12	04/07/10 17:26	1
Pyrene	ND		5.8		ug/Kg	*	04/07/10 15:12	04/07/10 17:26	1
Benzo[a]anthracene	ND		5.8		ug/Kg	*	04/07/10 15:12	04/07/10 17:26	1
Chrysene	ND		5.8		ug/Kg	*	04/07/10 15:12	04/07/10 17:26	1
Benzo[b]fluoranthene	ND		5.8		ug/Kg	*	04/07/10 15:12	04/07/10 17:26	1
Benzo[k]fluoranthene	ND		5.8		ug/Kg	*	04/07/10 15:12	04/07/10 17:26	1
Benzo[a]pyrene	ND		5.8		ug/Kg	*	04/07/10 15:12	04/07/10 17:26	1
Indeno[1,2,3-cd]pyrene	ND		5.8		ug/Kg	*	04/07/10 15:12	04/07/10 17:26	1
Dibenz(a,h)anthracene	ND		5.8		ug/Kg	*	04/07/10 15:12	04/07/10 17:26	1
Benzo[g,h,i]perylene	ND		5.8		ug/Kg	*	04/07/10 15:12	04/07/10 17:26	1

Surrogate	% Recovery	Qualifier	Limits	Prepared	Analyzed	Dil Fac
Terphenyl-d14	74		42 - 151	04/07/10 15:12	04/07/10 17:26	1

Method: 8082 - Polychlorinated Biphenyls (PCBs) by Gas Chromatography

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
PCB-1016	ND		0.012		mg/Kg	*	04/08/10 08:56	04/08/10 11:25	1

TestAmerica Seattle

04/09/2010

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Analytical Data

Client: Parametrix, Inc.
 Project/Site: Shelton WWTP Demolition

TestAmerica Job ID: 580-18683-1

Client Sample ID: Wall Sample
 Date Collected: 04/07/10 10:50
 Date Received: 04/07/10 14:00

Lab Sample ID: 580-18683-1
 Matrix: Solid
 Percent Solids: 81.2

Method: 8082 - Polychlorinated Biphenyls (PCBs) by Gas Chromatography (Continued)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
PCB-1221	ND		0.012		mg/Kg	*	04/08/10 08:56	04/08/10 11:25	1
PCB-1232	ND		0.012		mg/Kg	*	04/08/10 08:56	04/08/10 11:25	1
PCB-1242	ND		0.012		mg/Kg	*	04/08/10 08:56	04/08/10 11:25	1
PCB-1248	ND		0.012		mg/Kg	*	04/08/10 08:56	04/08/10 11:25	1
PCB-1254	ND		0.012		mg/Kg	*	04/08/10 08:56	04/08/10 11:25	1
PCB-1260	ND		0.012		mg/Kg	*	04/08/10 08:56	04/08/10 11:25	1
Surrogate	% Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
Tetrachloro-m-xylene	110		45 - 155				04/08/10 08:56	04/08/10 11:25	1
DCB Decachlorobiphenyl	94		60 - 125				04/08/10 08:56	04/08/10 11:25	1

Method: NWTPH-Dx - Northwest - Semi-Volatile Petroleum Products (GC)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
#2 Diesel (C10-C24)	42		31		mg/Kg	*	04/07/10 15:01	04/08/10 10:42	1
Motor Oil (>C24-C36)	ND		61		mg/Kg	*	04/07/10 15:01	04/08/10 12:38	1
Surrogate	% Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
o-Terphenyl	106		50 - 150				04/07/10 15:01	04/08/10 10:42	1
o-Terphenyl	107		50 - 150				04/07/10 15:01	04/08/10 12:38	1

Method: 6020 - Metals (ICP/MS)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	2.8		0.22		mg/Kg	*	04/07/10 16:29	04/08/10 08:32	10
Barium	38		0.22		mg/Kg	*	04/07/10 16:29	04/08/10 08:32	10
Cadmium	ND		0.22		mg/Kg	*	04/07/10 16:29	04/08/10 08:32	10
Chromium	37		0.22		mg/Kg	*	04/07/10 16:29	04/08/10 08:32	10
Lead	2.4		0.22		mg/Kg	*	04/07/10 16:29	04/08/10 08:32	10
Selenium	ND		0.56		mg/Kg	*	04/07/10 16:29	04/08/10 08:32	10
Silver	ND		0.22		mg/Kg	*	04/07/10 16:29	04/08/10 08:32	10

Method: 7471A - Mercury (CVAA)

Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	ND		0.018		mg/Kg	*	04/07/10 16:48	04/08/10 08:02	1

General Chemistry

Analyte	Result	Qualifier	RL	RL	Unit	D	Prepared	Analyzed	Dil Fac
Percent Solids	81		0.10		%			04/07/10 15:05	1
Percent Moisture	19		0.10		%			04/07/10 15:05	1

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Quality Control Data

Client: Parametrix, Inc.
Project/Site: Shelton WWTP Demolition

TestAmerica Job ID: 580-18683-1

Method: NWTPH-Gx - Northwest - Volatile Petroleum Products (GC)

Lab Sample ID: MB 580-61322/1-A
Matrix: Solid
Analysis Batch: 61388

Client Sample ID: MB 580-61322/1-A
Prep Type: Total/NA
Prep Batch: 61322

Analyte	MB MB		RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
	Result	Qualifier							
Gasoline	ND		4.0		mg/Kg		04/07/10 16:28	04/08/10 13:50	1
Surrogate	% Recovery	Qualifier	Limits				Prepared	Analyzed	Dil Fac
4-Bromofluorobenzene (Surr)	105		50 - 150				04/07/10 16:28	04/08/10 13:50	1
Trifluorotoluene (Surr)	101		50 - 150				04/07/10 16:28	04/08/10 13:50	1

Lab Sample ID: LCS 580-61322/2-A
Matrix: Solid
Analysis Batch: 61388

Client Sample ID: LCS 580-61322/2-A
Prep Type: Total/NA
Prep Batch: 61322

Analyte	LCS LCS		Spike Added	LCS Result	LCS Qualifier	Unit	% Rec.	Limits
	% Recovery	Qualifier						
Gasoline			40.0	36.3		mg/Kg	91	68 - 120
Surrogate	% Recovery	Qualifier	Limits					
4-Bromofluorobenzene (Surr)	105		50 - 150					
Trifluorotoluene (Surr)	96		50 - 150					

Lab Sample ID: LCSD 580-61322/3-A
Matrix: Solid
Analysis Batch: 61388

Client Sample ID: LCSD 580-61322/3-A
Prep Type: Total/NA
Prep Batch: 61322

Analyte	LCSD LCSD		Spike Added	LCSD Result	LCSD Qualifier	Unit	% Rec.	Limits	RPD	Limit
	% Recovery	Qualifier								
Gasoline			40.0	38.8		mg/Kg	97	68 - 120	7	25
Surrogate	% Recovery	Qualifier	Limits							
4-Bromofluorobenzene (Surr)	105		50 - 150							
Trifluorotoluene (Surr)	98		50 - 150							

Method: 8260B - Volatile Organic Compounds (GC/MS)

Lab Sample ID: MB 580-61411/1-A
Matrix: Solid
Analysis Batch: 61402

Client Sample ID: MB 580-61411/1-A
Prep Type: Total/NA
Prep Batch: 61411

Analyte	MB MB		RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
	Result	Qualifier							
Benzene	ND		16		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
Bromobenzene	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
Bromoform	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
Bromomethane	ND		140		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
Carbon tetrachloride	ND		20		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
Chlorobenzene	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
Chlorobromomethane	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
Chlorodibromomethane	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
Chloroethane	ND		400		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
Chloroform	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
Chloromethane	ND		400		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
2-Chlorotoluene	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
4-Chlorotoluene	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
cis-1,2-Dichloroethene	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
cis-1,3-Dichloropropene	ND		16		ug/Kg		04/08/10 12:52	04/08/10 13:45	1

TestAmerica Seattle

Quality Control Data

Client: Parametrix, Inc.
Project/Site: Shelton WWTP Demolition

TestAmerica Job ID: 580-18683-1

Method: 8260B - Volatile Organic Compounds (GC/MS) (Continued)

Lab Sample ID: MB 580-61411/1-A

Client Sample ID: MB 580-61411/1-A

Matrix: Solid

Prep Type: Total/NA

Analysis Batch: 61402

Prep Batch: 61411

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
1,2-Dibromo-3-Chloropropane	ND		200		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
Dibromomethane	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
1,2-Dichlorobenzene	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
1,3-Dichlorobenzene	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
1,4-Dichlorobenzene	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
Dichlorobromomethane	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
Dichlorodifluoromethane	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
1,1-Dichloroethane	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
1,2-Dichloroethane	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
1,1-Dichloroethene	ND		20		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
1,2-Dichloropropane	ND		12		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
1,3-Dichloropropane	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
2,2-Dichloropropane	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
1,1-Dichloropropene	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
Ethylbenzene	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
Ethylene Dibromide	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
Hexachlorobutadiene	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
Isopropylbenzene	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
4-Isopropyltoluene	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
Methylene Chloride	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
Methyl tert-butyl ether	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
m-Xylene & p-Xylene	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
Naphthalene	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
n-Butylbenzene	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
N-Propylbenzene	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
o-Xylene	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
sec-Butylbenzene	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
Styrene	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
tert-Butylbenzene	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
1,1,1,2-Tetrachloroethane	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
1,1,2,2-Tetrachloroethane	ND		10		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
Tetrachloroethene	ND		20		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
Toluene	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
trans-1,2-Dichloroethene	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
trans-1,3-Dichloropropene	ND		16		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
1,2,3-Trichlorobenzene	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
1,2,4-Trichlorobenzene	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
1,1,1-Trichloroethane	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
1,1,2-Trichloroethane	ND		12		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
Trichloroethene	ND		16		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
Trichlorofluoromethane	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
1,2,3-Trichloropropane	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
1,2,4-Trimethylbenzene	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
1,3,5-Trimethylbenzene	ND		40		ug/Kg		04/08/10 12:52	04/08/10 13:45	1
Vinyl chloride	ND		8.0		ug/Kg		04/08/10 12:52	04/08/10 13:45	1

Surrogate	MB % Recovery	MB Qualifier	Limits	Prepared	Analyzed	Dil Fac
4-Bromofluorobenzene (Surr)	93		85 - 120	04/08/10 12:52	04/08/10 13:45	1
Ethylbenzene-d10	100		75 - 125	04/08/10 12:52	04/08/10 13:45	1

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Quality Control Data

Client: Parametrix, Inc.
Project/Site: Shelton WWTP Demolition

TestAmerica Job ID: 580-18683-1

Method: 8260B - Volatile Organic Compounds (GC/MS) (Continued)

Lab Sample ID: MB 580-61411/1-A
Matrix: Solid
Analysis Batch: 61402

Client Sample ID: MB 580-61411/1-A
Prep Type: Total/NA
Prep Batch: 61411

Surrogate	MB MB		Limits	Prepared	Analyzed	Dil Fac
	% Recovery	Qualifier				
Fluorobenzene (Surr)	96		75 - 125	04/08/10 12:52	04/08/10 13:45	1
Toluene-d8 (Surr)	97		85 - 115	04/08/10 12:52	04/08/10 13:45	1
Trifluorotoluene (Surr)	112		75 - 125	04/08/10 12:52	04/08/10 13:45	1

Lab Sample ID: LCS 580-61411/2-A
Matrix: Solid
Analysis Batch: 61402

Client Sample ID: LCS 580-61411/2-A
Prep Type: Total/NA
Prep Batch: 61411

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	% Rec.	Limits	% Rec.
Benzene	800	843		ug/Kg	105	75 - 125	
Chlorobenzene	800	831		ug/Kg	104	75 - 125	
1,1-Dichloroethene	800	811		ug/Kg	101	65 - 135	
Toluene	800	799		ug/Kg	100	70 - 125	
Trichloroethene	800	750		ug/Kg	94	75 - 125	

Surrogate	LCS LCS		Limits
	% Recovery	Qualifier	
4-Bromofluorobenzene (Surr)	90		85 - 120
Ethylbenzene-d10	97		75 - 125
Fluorobenzene (Surr)	100		75 - 125
Toluene-d8 (Surr)	95		85 - 115
Trifluorotoluene (Surr)	109		75 - 125

Lab Sample ID: LCSD 580-61411/3-A
Matrix: Solid
Analysis Batch: 61402

Client Sample ID: LCSD 580-61411/3-A
Prep Type: Total/NA
Prep Batch: 61411

Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	% Rec.	Limits	RPD	Limit
Benzene	800	866		ug/Kg	108	75 - 125	3	30
Chlorobenzene	800	840		ug/Kg	105	75 - 125	1	30
1,1-Dichloroethene	800	840		ug/Kg	105	65 - 135	4	30
Toluene	800	831		ug/Kg	104	70 - 125	4	30
Trichloroethene	800	762		ug/Kg	95	75 - 125	2	30

Surrogate	LCSD LCSD		Limits
	% Recovery	Qualifier	
4-Bromofluorobenzene (Surr)	93		85 - 120
Ethylbenzene-d10	98		75 - 125
Fluorobenzene (Surr)	100		75 - 125
Toluene-d8 (Surr)	97		85 - 115
Trifluorotoluene (Surr)	113		75 - 125

Method: 8270C - Semivolatile Organic Compounds (GC/MS SIM)

Lab Sample ID: MB 580-61310/1-A
Matrix: Solid
Analysis Batch: 61300

Client Sample ID: MB 580-61310/1-A
Prep Type: Total/NA
Prep Batch: 61310

Analyte	MB MB		RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
	Result	Qualifier							
Naphthalene	ND		5.0		ug/Kg		04/07/10 15:12	04/07/10 16:46	1
2-Methylnaphthalene	ND		5.0		ug/Kg		04/07/10 15:12	04/07/10 16:46	1
1-Methylnaphthalene	ND		5.0		ug/Kg		04/07/10 15:12	04/07/10 16:46	1

TestAmerica Seattle

Quality Control Data

Client: Parametrix, Inc.
Project/Site: Shelton WWTP Demolition

TestAmerica Job ID: 580-18683-1

Method: 8270C - Semivolatile Organic Compounds (GC/MS SIM) (Continued)

Lab Sample ID: MB 580-61310/1-A
Matrix: Solid
Analysis Batch: 61300

Client Sample ID: MB 580-61310/1-A
Prep Type: Total/NA
Prep Batch: 61310

Analyte	MB MB		RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
	Result	Qualifier							
Acenaphthylene	ND		5.0		ug/Kg		04/07/10 15:12	04/07/10 16:46	1
Acenaphthene	ND		5.0		ug/Kg		04/07/10 15:12	04/07/10 16:46	1
Fluorene	ND		5.0		ug/Kg		04/07/10 15:12	04/07/10 16:46	1
Phenanthrene	ND		5.0		ug/Kg		04/07/10 15:12	04/07/10 16:46	1
Anthracene	ND		5.0		ug/Kg		04/07/10 15:12	04/07/10 16:46	1
Fluoranthene	ND		5.0		ug/Kg		04/07/10 15:12	04/07/10 16:46	1
Pyrene	ND		5.0		ug/Kg		04/07/10 15:12	04/07/10 16:46	1
Benzo[a]anthracene	ND		5.0		ug/Kg		04/07/10 15:12	04/07/10 16:46	1
Chrysene	ND		5.0		ug/Kg		04/07/10 15:12	04/07/10 16:46	1
Benzo[b]fluoranthene	ND		5.0		ug/Kg		04/07/10 15:12	04/07/10 16:46	1
Benzo[k]fluoranthene	ND		5.0		ug/Kg		04/07/10 15:12	04/07/10 16:46	1
Benzo[a]pyrene	ND		5.0		ug/Kg		04/07/10 15:12	04/07/10 16:46	1
Indeno[1,2,3-cd]pyrene	ND		5.0		ug/Kg		04/07/10 15:12	04/07/10 16:46	1
Dibenz(a,h)anthracene	ND		5.0		ug/Kg		04/07/10 15:12	04/07/10 16:46	1
Benzo[g,h,i]perylene	ND		5.0		ug/Kg		04/07/10 15:12	04/07/10 16:46	1

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Surrogate	MB MB		Limits	Prepared	Analyzed	Dil Fac
	% Recovery	Qualifier				
Nitrobenzene-d5	115		38 - 141	04/07/10 15:12	04/07/10 16:46	1
2-Fluorobiphenyl	90		42 - 140	04/07/10 15:12	04/07/10 16:46	1
Terphenyl-d14	77		42 - 151	04/07/10 15:12	04/07/10 16:46	1

Lab Sample ID: LCS 580-61310/2-A
Matrix: Solid
Analysis Batch: 61300

Client Sample ID: LCS 580-61310/2-A
Prep Type: Total/NA
Prep Batch: 61310

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	% Rec.	% Rec. Limits
2-Methylnaphthalene	1000	1060		ug/Kg	105	65 - 125
1-Methylnaphthalene	1000	950		ug/Kg	95	48 - 148
Acenaphthylene	1000	991		ug/Kg	99	69 - 129
Acenaphthene	1000	965		ug/Kg	97	65 - 130
Fluorene	1010	999		ug/Kg	99	68 - 128
Phenanthrene	1000	969		ug/Kg	97	65 - 125
Anthracene	1000	980		ug/Kg	98	73 - 123
Fluoranthene	1000	1030		ug/Kg	103	61 - 121
Pyrene	1000	972		ug/Kg	97	54 - 134
Benzo[a]anthracene	1000	1090		ug/Kg	109	64 - 124
Chrysene	1000	1040		ug/Kg	104	71 - 126
Benzo[b]fluoranthene	1000	942		ug/Kg	94	66 - 136
Benzo[k]fluoranthene	1000	875		ug/Kg	88	63 - 143
Benzo[a]pyrene	1000	983		ug/Kg	98	68 - 128
Indeno[1,2,3-cd]pyrene	1000	894		ug/Kg	89	59 - 139
Dibenz(a,h)anthracene	1000	906		ug/Kg	90	57 - 142
Benzo[g,h,i]perylene	1000	808		ug/Kg	81	57 - 142

Surrogate	LCS LCS		Limits
	% Recovery	Qualifier	
Nitrobenzene-d5	119		38 - 141
2-Fluorobiphenyl	87		42 - 140
Terphenyl-d14	74		42 - 151

TestAmerica Seattle

04/09/2010

Quality Control Data

Client: Parametrix, Inc.
Project/Site: Shelton WWTP Demolition

TestAmerica Job ID: 580-18683-1

Method: 8270C - Semivolatile Organic Compounds (GC/MS SIM) (Continued)

Lab Sample ID: 580-18683-1 MS

Matrix: Solid

Analysis Batch: 61300

Client Sample ID: Wall Sample

Prep Type: Total/NA

Prep Batch: 61310

Analyte	Sample	Sample	Spike	MS	MS	Unit	% Rec.	% Rec.	
	Result	Qualifier	Added	Result	Qualifier			Limits	RPD
Naphthalene	ND		1190	1120		ug/Kg	94	64 - 129	
2-Methylnaphthalene	ND		1190	1240		ug/Kg	104	65 - 125	
1-Methylnaphthalene	ND		1190	1130		ug/Kg	94	48 - 148	
Acenaphthylene	ND		1190	1180		ug/Kg	100	69 - 129	
Acenaphthene	ND		1190	1160		ug/Kg	97	65 - 130	
Fluorene	ND		1200	1190		ug/Kg	99	68 - 128	
Phenanthrene	ND		1190	1160		ug/Kg	97	65 - 125	
Anthracene	ND		1190	1190		ug/Kg	100	73 - 123	
Fluoranthene	ND		1190	1210		ug/Kg	102	61 - 121	
Pyrene	ND		1190	1150		ug/Kg	96	54 - 134	
Benzo[a]anthracene	ND		1190	1310		ug/Kg	110	64 - 124	
Chrysene	ND		1190	1240		ug/Kg	104	71 - 126	
Benzo[b]fluoranthene	ND		1190	1060		ug/Kg	89	66 - 136	
Benzo[k]fluoranthene	ND		1190	1190		ug/Kg	100	63 - 143	
Benzo[a]pyrene	ND		1190	1170		ug/Kg	98	68 - 128	
Indeno[1,2,3-cd]pyrene	ND		1190	871		ug/Kg	73	59 - 139	
Dibenz(a,h)anthracene	ND		1190	863		ug/Kg	72	57 - 142	
Benzo[g,h,i]perylene	ND		1190	770		ug/Kg	65	57 - 142	
MS MS									
Surrogate	% Recovery		Qualifier	Limits					
Nitrobenzene-d5	127			38 - 141					
2-Fluorobiphenyl	82			42 - 140					
Terphenyl-d14	71			42 - 151					

Lab Sample ID: 580-18683-1 MSD

Matrix: Solid

Analysis Batch: 61300

Client Sample ID: Wall Sample

Prep Type: Total/NA

Prep Batch: 61310

Analyte	Sample	Sample	Spike	MSD	MSD	Unit	% Rec.	% Rec.		RPD	Limit
	Result	Qualifier	Added	Result	Qualifier			Limits	RPD		
Naphthalene	ND		1160	1110		ug/Kg	96	64 - 129	0	26	
2-Methylnaphthalene	ND		1160	1240		ug/Kg	107	65 - 125	0	27	
1-Methylnaphthalene	ND		1160	1120		ug/Kg	96	48 - 148	0	30	
Acenaphthylene	ND		1160	1160		ug/Kg	100	69 - 129	2	28	
Acenaphthene	ND		1160	1130		ug/Kg	98	65 - 130	2	27	
Fluorene	ND		1170	1180		ug/Kg	101	68 - 128	1	31	
Phenanthrene	ND		1160	1140		ug/Kg	99	65 - 125	1	28	
Anthracene	ND		1160	1160		ug/Kg	100	73 - 123	2	27	
Fluoranthene	ND		1160	1230		ug/Kg	106	61 - 121	1	36	
Pyrene	ND		1160	1160		ug/Kg	99	54 - 134	1	31	
Benzo[a]anthracene	ND		1160	1300		ug/Kg	112	64 - 124	1	27	
Chrysene	ND		1160	1220		ug/Kg	105	71 - 126	1	26	
Benzo[b]fluoranthene	ND		1160	1030		ug/Kg	89	66 - 136	2	31	
Benzo[k]fluoranthene	ND		1160	1130		ug/Kg	98	63 - 143	5	31	
Benzo[a]pyrene	ND		1160	1180		ug/Kg	101	68 - 128	1	30	
Indeno[1,2,3-cd]pyrene	ND		1160	1070		ug/Kg	92	59 - 139	21	29	
Dibenz(a,h)anthracene	ND		1160	1080		ug/Kg	93	57 - 142	22	30	
Benzo[g,h,i]perylene	ND		1160	981		ug/Kg	84	57 - 142	24	28	
MSD MSD											
Surrogate	% Recovery		Qualifier	Limits							
Nitrobenzene-d5	135			38 - 141							

TestAmerica Seattle

04/09/2010

Quality Control Data

Client: Parametrix, Inc.
Project/Site: Shelton WWTP Demolition

TestAmerica Job ID: 580-18683-1

Method: 8270C - Semivolatile Organic Compounds (GC/MS SIM) (Continued)

Lab Sample ID: 580-18683-1 MSD
Matrix: Solid
Analysis Batch: 61300

Client Sample ID: Wall Sample
Prep Type: Total/NA
Prep Batch: 61310

Surrogate	MSD MSD		Limits
	% Recovery	Qualifier	
2-Fluorobiphenyl	75		42 - 140
Terphenyl-d14	67		42 - 151

Method: 8082 - Polychlorinated Biphenyls (PCBs) by Gas Chromatography

Lab Sample ID: MB 580-61378/1-A
Matrix: Solid
Analysis Batch: 61364

Client Sample ID: MB 580-61378/1-A
Prep Type: Total/NA
Prep Batch: 61378

Analyte	MB MB		RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
	Result	Qualifier							
PCB-1016	ND		0.010		mg/Kg		04/08/10 08:56	04/08/10 10:57	1
PCB-1221	ND		0.010		mg/Kg		04/08/10 08:56	04/08/10 10:57	1
PCB-1232	ND		0.010		mg/Kg		04/08/10 08:56	04/08/10 10:57	1
PCB-1242	ND		0.010		mg/Kg		04/08/10 08:56	04/08/10 10:57	1
PCB-1248	ND		0.010		mg/Kg		04/08/10 08:56	04/08/10 10:57	1
PCB-1254	ND		0.010		mg/Kg		04/08/10 08:56	04/08/10 10:57	1
PCB-1260	ND		0.010		mg/Kg		04/08/10 08:56	04/08/10 10:57	1

Surrogate	MB MB		Limits	Prepared	Analyzed	Dil Fac
	% Recovery	Qualifier				
Tetrachloro-m-xylene	123		45 - 155	04/08/10 08:56	04/08/10 10:57	1
DCB Decachlorobiphenyl	114		60 - 125	04/08/10 08:56	04/08/10 10:57	1

Lab Sample ID: LCS 580-61378/2-A
Matrix: Solid
Analysis Batch: 61364

Client Sample ID: LCS 580-61378/2-A
Prep Type: Total/NA
Prep Batch: 61378

Analyte	Spike Added	LCS LCS		Unit	% Rec.	% Rec. Limits
		Result	Qualifier			
PCB-1016	0.100	0.0867		mg/Kg	87	40 - 140
PCB-1260	0.100	0.0986		mg/Kg	99	60 - 130

Surrogate	LCS LCS		Limits
	% Recovery	Qualifier	
Tetrachloro-m-xylene	124		45 - 155
DCB Decachlorobiphenyl	103		60 - 125

Lab Sample ID: 580-18683-1 MS
Matrix: Solid
Analysis Batch: 61364

Client Sample ID: Wall Sample
Prep Type: Total/NA
Prep Batch: 61378

Analyte	Sample Result	Sample Qualifier	Spike Added	MS MS		Unit	% Rec.	% Rec. Limits
				Result	Qualifier			
PCB-1016			0.116	0.0979		mg/Kg	84	40 - 140
PCB-1260			0.116	0.115		mg/Kg	99	60 - 130

Surrogate	MS MS		Limits
	% Recovery	Qualifier	
Tetrachloro-m-xylene	113		45 - 155
DCB Decachlorobiphenyl	108		60 - 125

Quality Control Data

Client: Parametrix, Inc.
Project/Site: Shelton WWTP Demolition

TestAmerica Job ID: 580-18683-1

Method: 8082 - Polychlorinated Biphenyls (PCBs) by Gas Chromatography (Continued)

Lab Sample ID: 580-18683-1 MSD

Matrix: Solid

Analysis Batch: 61364

Client Sample ID: Wall Sample

Prep Type: Total/NA

Prep Batch: 61378

Analyte	Sample	Sample	Spike	MSD	MSD	Unit	% Rec.	% Rec.	RPD	Limit
	Result	Qualifier	Added	Result	Qualifier					
PCB-1016			0.121	0.0999		mg/Kg	82	40 - 140	2	20
PCB-1260			0.121	0.124		mg/Kg	102	60 - 130	7	20
		MSD	MSD							
Surrogate	% Recovery	Qualifier	Limits							
Tetrachloro-m-xylene	120		45 - 155							
DCB Decachlorobiphenyl	116		60 - 125							

Method: NWTPH-Dx - Northwest - Semi-Volatile Petroleum Products (GC)

Lab Sample ID: MB 580-61306/1-B

Matrix: Solid

Analysis Batch: 61357

Client Sample ID: MB 580-61306/1-B

Prep Type: Total/NA

Prep Batch: 61306

Analyte	MB	MB	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
	Result	Qualifier							
#2 Diesel (C10-C24)	ND		25		mg/Kg		04/07/10 15:01	04/08/10 10:03	1
Motor Oil (>C24-C36)	77.2	^	50		mg/Kg		04/07/10 15:01	04/08/10 10:03	1
		MB	MB						
Surrogate	% Recovery	Qualifier	Limits			Prepared	Analyzed	Dil Fac	
o-Terphenyl	110		50 - 150			04/07/10 15:01	04/08/10 10:03	1	

Lab Sample ID: MB 580-61306/1-B

Matrix: Solid

Analysis Batch: 61371

Client Sample ID: MB 580-61306/1-B

Prep Type: Total/NA

Prep Batch: 61306

Analyte	MB	MB	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
	Result	Qualifier							
#2 Diesel (C10-C24)	ND		25		mg/Kg		04/07/10 15:01	04/08/10 11:59	1
Motor Oil (>C24-C36)	ND		50		mg/Kg		04/07/10 15:01	04/08/10 11:59	1
		MB	MB						
Surrogate	% Recovery	Qualifier	Limits			Prepared	Analyzed	Dil Fac	
o-Terphenyl	106		50 - 150			04/07/10 15:01	04/08/10 11:59	1	

Lab Sample ID: LCS 580-61306/2-B

Matrix: Solid

Analysis Batch: 61357

Client Sample ID: LCS 580-61306/2-B

Prep Type: Total/NA

Prep Batch: 61306

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	% Rec.	% Rec.	Limits
#2 Diesel (C10-C24)	500	522		mg/Kg	104		64 - 127
Motor Oil (>C24-C36)	500	566	^	mg/Kg	113		70 - 125
		LCS	LCS				
Surrogate	% Recovery	Qualifier	Limits				
o-Terphenyl	109		50 - 150				

Lab Sample ID: LCS 580-61306/2-B

Matrix: Solid

Analysis Batch: 61371

Client Sample ID: LCS 580-61306/2-B

Prep Type: Total/NA

Prep Batch: 61306

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	% Rec.	% Rec.	Limits
#2 Diesel (C10-C24)	500	564		mg/Kg	113		64 - 127
Motor Oil (>C24-C36)	500	582		mg/Kg	116		70 - 125

TestAmerica Seattle

Quality Control Data

Client: Parametrix, Inc.
Project/Site: Shelton WWTP Demolition

TestAmerica Job ID: 580-18683-1

Method: NWTPH-Dx - Northwest - Semi-Volatile Petroleum Products (GC) (Continued)

Lab Sample ID: LCS 580-61306/2-B Matrix: Solid Analysis Batch: 61371	Client Sample ID: LCS 580-61306/2-B Prep Type: Total/NA Prep Batch: 61306
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	LCS	LCS	
Surrogate	% Recovery	Qualifier	Limits
<i>o</i> -Terphenyl	110		50 - 150

Lab Sample ID: 580-18683-1 DU Matrix: Solid Analysis Batch: 61357	Client Sample ID: Wall Sample Prep Type: Total/NA Prep Batch: 61306
--	--

	Sample	Sample	DU	DU			
Analyte	Result	Qualifier	Result	Qualifier	Unit	RPD	Limit
#2 Diesel (C10-C24)	42		44.5		mg/Kg	6	35
Surrogate	% Recovery	Qualifier			Limits		
<i>o</i> -Terphenyl	103				50 - 150		

Lab Sample ID: 580-18683-1 DU Matrix: Solid Analysis Batch: 61371	Client Sample ID: Wall Sample Prep Type: Total/NA Prep Batch: 61306
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	Sample	Sample	DU	DU			
Analyte	Result	Qualifier	Result	Qualifier	Unit	RPD	Limit
Motor Oil (>C24-C36)	ND		ND		mg/Kg	8	35
Surrogate	% Recovery	Qualifier			Limits		
<i>o</i> -Terphenyl	103				50 - 150		

Method: 6020 - Metals (ICP/MS)

Lab Sample ID: MB 580-61323/5-A Matrix: Solid Analysis Batch: 61387	Client Sample ID: MB 580-61323/5-A Prep Type: Total/NA Prep Batch: 61323
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	MB	MB							
Analyte	Result	Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Arsenic	ND		0.20		mg/Kg		04/07/10 16:29	04/08/10 08:25	10
Barium	ND		0.20		mg/Kg		04/07/10 16:29	04/08/10 08:25	10
Cadmium	ND		0.20		mg/Kg		04/07/10 16:29	04/08/10 08:25	10
Chromium	ND		0.20		mg/Kg		04/07/10 16:29	04/08/10 08:25	10
Lead	ND		0.20		mg/Kg		04/07/10 16:29	04/08/10 08:25	10
Selenium	ND		0.50		mg/Kg		04/07/10 16:29	04/08/10 08:25	10
Silver	ND		0.20		mg/Kg		04/07/10 16:29	04/08/10 08:25	10

Lab Sample ID: LCS 580-61323/6-A Matrix: Solid Analysis Batch: 61387	Client Sample ID: LCS 580-61323/6-A Prep Type: Total/NA Prep Batch: 61323
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	Spike	LCS	LCS				
Analyte	Added	Result	Qualifier	Unit	% Rec.	% Rec.	Limits
Arsenic	200	197		mg/Kg	98	98	80 - 120
Barium	200	196		mg/Kg	98	98	80 - 120
Cadmium	5.00	4.60		mg/Kg	92	92	80 - 120
Chromium	20.0	20.6		mg/Kg	103	103	80 - 120
Lead	50.0	50.6		mg/Kg	101	101	80 - 120
Selenium	200	193		mg/Kg	96	96	80 - 120
Silver	30.0	30.8		mg/Kg	103	103	80 - 120

Quality Control Data

Client: Parametrix, Inc.
Project/Site: Shelton WWTP Demolition

TestAmerica Job ID: 580-18683-1

Method: 6020 - Metals (ICP/MS) (Continued)

Lab Sample ID: LCSD 580-61323/7-A			Client Sample ID: LCSD 580-61323/7-A						
Matrix: Solid			Prep Type: Total/NA						
Analysis Batch: 61387			Prep Batch: 61323						
Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	% Rec.	% Rec. Limits	RPD	RPD	
								Limit	
Arsenic	200	194		mg/Kg	97	80 - 120	1	35	
Barium	200	193		mg/Kg	97	80 - 120	1	35	
Cadmium	5.00	4.93		mg/Kg	99	80 - 120	7	35	
Chromium	20.0	21.0		mg/Kg	105	80 - 120	2	35	
Lead	50.0	51.7		mg/Kg	103	80 - 120	2	35	
Selenium	200	198		mg/Kg	99	80 - 120	3	35	
Silver	30.0	30.3		mg/Kg	101	80 - 120	1	35	

Lab Sample ID: 580-18683-1 MS			Client Sample ID: Wall Sample						
Matrix: Solid			Prep Type: Total/NA						
Analysis Batch: 61387			Prep Batch: 61323						
Analyte	Sample Result	Sample Qualifier	Spike Added	MS Result	MS Qualifier	Unit	% Rec.	% Rec. Limits	
Arsenic	2.8		243	229		mg/Kg	93	75 - 125	
Barium	38		243	279		mg/Kg	99	75 - 125	
Cadmium	ND		6.06	5.42		mg/Kg	89	75 - 125	
Chromium	37		24.3	65.4		mg/Kg	119	75 - 125	
Lead	2.4		60.6	64.6		mg/Kg	103	75 - 125	
Selenium	ND		243	232		mg/Kg	96	75 - 125	
Silver	ND		36.4	36.9		mg/Kg	101	75 - 125	

Lab Sample ID: 580-18683-1 MSD			Client Sample ID: Wall Sample						
Matrix: Solid			Prep Type: Total/NA						
Analysis Batch: 61387			Prep Batch: 61323						
Analyte	Sample Result	Sample Qualifier	Spike Added	MSD Result	MSD Qualifier	Unit	% Rec.	% Rec. Limits	
								RPD	Limit
Arsenic	2.8		237	207		mg/Kg	86	75 - 125	
Barium	38		237	269		mg/Kg	98	75 - 125	
Cadmium	ND		5.92	5.48		mg/Kg	93	75 - 125	
Chromium	37		23.7	62.2		mg/Kg	108	75 - 125	
Lead	2.4		59.2	63.6		mg/Kg	103	75 - 125	
Selenium	ND		237	213		mg/Kg	90	75 - 125	
Silver	ND		35.5	35.5		mg/Kg	100	75 - 125	

Lab Sample ID: 580-18683-1 DU			Client Sample ID: Wall Sample						
Matrix: Solid			Prep Type: Total/NA						
Analysis Batch: 61387			Prep Batch: 61323						
Analyte	Sample Result	Sample Qualifier	DU Result	DU Qualifier	Unit	RPD	RPD	Limit	
Arsenic	2.8		2.75		mg/Kg	2		35	
Barium	38		37.7		mg/Kg	0		35	
Cadmium	ND		ND		mg/Kg	NC		35	
Chromium	37		37.6		mg/Kg	3		35	
Lead	2.4		2.41		mg/Kg	1		35	
Selenium	ND		ND		mg/Kg	NC		35	
Silver	ND		ND		mg/Kg	17		35	

Quality Control Data

Client: Parametrix, Inc.
Project/Site: Shelton WWTP Demolition

TestAmerica Job ID: 580-18683-1

Method: 7471A - Mercury (CVAA)

Lab Sample ID: MB 580-61326/5-A
Matrix: Solid
Analysis Batch: 61377

Client Sample ID: MB 580-61326/5-A
Prep Type: Total/NA
Prep Batch: 61326

Analyte	MB Result	MB Qualifier	RL	MDL	Unit	D	Prepared	Analyzed	Dil Fac
Mercury	ND		0.020		mg/Kg		04/07/10 16:48	04/08/10 07:49	1

6

Lab Sample ID: LCS 580-61326/6-A
Matrix: Solid
Analysis Batch: 61377

Client Sample ID: LCS 580-61326/6-A
Prep Type: Total/NA
Prep Batch: 61326

Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	% Rec.	% Rec. Limits
Mercury	0.200	0.206		mg/Kg	103	75 - 125

Lab Sample ID: LCSD 580-61326/7-A
Matrix: Solid
Analysis Batch: 61377

Client Sample ID: LCSD 580-61326/7-A
Prep Type: Total/NA
Prep Batch: 61326

Analyte	Spike Added	LCSD Result	LCSD Qualifier	Unit	% Rec.	% Rec. Limits	RPD	Limit
Mercury	0.200	0.207		mg/Kg	104	75 - 125	0	25

Lab Sample ID: 580-18683-1 MS
Matrix: Solid
Analysis Batch: 61377

Client Sample ID: Wall Sample
Prep Type: Total/NA
Prep Batch: 61326

Analyte	Sample Result	Sample Qualifier	Spike Added	MS Result	MS Qualifier	Unit	% Rec.	% Rec. Limits
Mercury	ND		0.192	0.211		mg/Kg	106	75 - 125

Lab Sample ID: 580-18683-1 MSD
Matrix: Solid
Analysis Batch: 61377

Client Sample ID: Wall Sample
Prep Type: Total/NA
Prep Batch: 61326

Analyte	Sample Result	Sample Qualifier	Spike Added	MSD Result	MSD Qualifier	Unit	% Rec.	% Rec. Limits	RPD	Limit
Mercury	ND		0.159	0.178		mg/Kg	107	75 - 125	17	35

Lab Sample ID: 580-18683-1 DU
Matrix: Solid
Analysis Batch: 61377

Client Sample ID: Wall Sample
Prep Type: Total/NA
Prep Batch: 61326

Analyte	Sample Result	Sample Qualifier	DU Result	DU Qualifier	Unit	RPD	Limit
Mercury	ND		ND		mg/Kg	56	35

Method: Moisture - Percent Moisture

Lab Sample ID: 580-18683-1 DU
Matrix: Solid
Analysis Batch: 61308

Client Sample ID: Wall Sample
Prep Type: Total/NA

Analyte	Sample Result	Sample Qualifier	DU Result	DU Qualifier	Unit	RPD	Limit
Percent Solids	81		81		%	0	20
Percent Moisture	19		19		%	1	20

Lab Chronicle

Client: Parametrix, Inc.
 Project/Site: Shelton WWTP Demolition

TestAmerica Job ID: 580-18683-1

Client Sample ID: Wall Sample

Date Collected: 04/07/10 10:50

Date Received: 04/07/10 14:00

Lab Sample ID: 580-18683-1

Matrix: Solid

Percent Solids: 81.2

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared Or Analyzed	Analyst	Lab
Total/NA	Prep	5035			61322	04/07/10 16:28	JMB	TestAmerica Seattle
Total/NA	Analysis	NWTPH-Gx		50	61388	04/09/10 04:26	JMB	TestAmerica Seattle
Total/NA	Prep	5035	DL		61411	04/08/10 12:52	TR	TestAmerica Seattle
Total/NA	Analysis	8260B	DL	10	61402	04/08/10 15:35	TR	TestAmerica Seattle
Total/NA	Prep	3550B			61310	04/07/10 15:12	KKJ	TestAmerica Seattle
Total/NA	Analysis	8270C		1	61300	04/07/10 17:26	AP	TestAmerica Seattle
Total/NA	Prep	3550B			61378	04/08/10 08:56	KKJ	TestAmerica Seattle
Total/NA	Analysis	8082		1	61364	04/08/10 11:25	MAM	TestAmerica Seattle
Total/NA	Prep	3550B			61306	04/07/10 15:01	KKJ	TestAmerica Seattle
Total/NA	Analysis	NWTPH-Dx		1	61357	04/08/10 10:42	EK	TestAmerica Seattle
Total/NA	Analysis	NWTPH-Dx		1	61371	04/08/10 12:38	EK	TestAmerica Seattle
Total/NA	Prep	3050B			61323	04/07/10 16:29	PAB	TestAmerica Seattle
Total/NA	Analysis	6020		10	61387	04/08/10 08:32	FCW	TestAmerica Seattle
Total/NA	Prep	7471A			61326	04/07/10 16:48	PAB	TestAmerica Seattle
Total/NA	Analysis	7471A		1	61377	04/08/10 08:02	FCW	TestAmerica Seattle
Total/NA	Analysis	Moisture		1	61308	04/07/10 15:05	KKJ	TestAmerica Seattle

7

Qualifier Definition/Glossary

TestAmerica Job ID: 580-18683-1

Client: Parametrix, Inc.
Project/Site: Shelton WWTP Demolition

Qualifiers

GC Semi VOA

Qualifier	Qualifier Description
A	ICV,CCV,ICB,CCB, ISA, ISB, CRI, CRA, DLCK or MRL standard: Instrument related QC exceeds the control limits.

Glossary

Glossary	Glossary Description
*	Listed under the "D" column to designate that the result is reported on a dry weight basis.

Login Sample Receipt Check List

Client: Parametrix, Inc.

Job Number: 580-18683-1

Login Number: 18683
 Creator: Gamble, Cathy
 List Number: 1

List Source: TestAmerica Tacoma

Question	T / F / NA	Comment
Radioactivity either was not measured or, if measured, is at or below background	True	
The cooler's custody seal, if present, is intact.	N/A	
The cooler or samples do not appear to have been compromised or tampered with.	True	
Samples were received on ice.	True	
Cooler Temperature is acceptable.	True	Received within 4 hours of sampling
Cooler Temperature is recorded.	True	
COC is present.	True	
COC is filled out in ink and legible.	True	
COC is filled out with all pertinent information.	True	
There are no discrepancies between the sample IDs on the containers and the COC.	True	
Samples are received within Holding Time.	True	
Sample containers have legible labels.	True	
Containers are not broken or leaking.	True	
Sample collection date/times are provided.	True	
Appropriate sample containers are used.	True	
Sample bottles are completely filled.	True	
There is sufficient vol. for all requested analyses, incl. any requested MS/MSDs	True	
VOA sample vials do not have headspace or bubble is <6mm (1/4") in diameter.	N/A	
If necessary, staff have been informed of any short hold time or quick TAT needs	True	
Multiphasic samples are not present.	True	
Samples do not require splitting or compositing.	True	
Is the Field Sampler's name present on COC?	True	
Sample Preservation Verified	N/A	

10



ERTS# 619350
4/22/2010
City of Shelton
1700 Fairmont Ave
Shelton, Washington 98584
Investigator: Fern A. Svendsen
Pictures provided by City of Shelton
of the construction project



ERTS# 619350
4/22/2010
City of Shelton
1700 Fairmont Ave
Shelton, Washington 98584
Investigator: Fern A. Svendsen
Pictures provided by City of Shelton
of the construction project

Facility/Site: Oakland Bay and Shelton Harbor
18051 Sediments

Also known as: Oakland Bay and Shelton Harbor Sediments

Address

No address information is available.

Decimal Coordinates

Latitude: 47.21252
Longitude: -123.07841

WA

Geographic Information

Ecology Region: SWRO Legislative District: 35 WRIA: 14
County: Mason Congressional District: 6 Tribal Land: No

Ecology Interactions

Interaction Description	Ecology Program	Ecology Program Phone	Program ID	Start Date	End Date
State Cleanup Site	TOXICS	(360) 407-7224		3/3/2016	

Industrial Codes (External Links Below)

NAICS Code	NAICS Description
<u>99999</u>	Nonclassifiable Establishments

No SIC information is available for this facility site.

MASON COUNTY

SITE ID:	Oakland Bay and Shelton Harbor Sediments		Cleanup Site ID: 13007	FS ID: 18051
LOCATION:	Oakland Bay and Shelton Harbor Sediments			
Address:	WRIA: 14	Lat/Long: 47.213	-123.078	View Vicinity Map
		Township	Section	Legislative District: 35
		Range		Congressional District: 6
STATUS:	Awaiting Cleanup			
Responsible Unit:	Southwest	Site Manager:	Mercuri, Joyce	View Site Documents
Is Brownfield?		Has Environmental Covenant?	Yes	
NFA Received?		NFA Date:		
		NFA Reason:		

ASSOCIATED CLEANUP UNIT(S)

culd	Cleanup Unit Name	Unit Type	Process Type	Unit Status	Size (Acres)	ERTS ID
13685	Oakland Bay and Shelton Harbor Sediments	Sediment	No Process	Awaiting Cleanup		

SITE ACTIVITIES:

Applies to:	Related ID (Unit-LUST-VCP)	Activity Display Name	Status	Start Date	End Date	Legal Mechanism	Performed By	Project Manager
CleanupSite		Site Discovery/Release Report Received			1/1/2009			Mercuri, Joyce

AFFECTED MEDIA & CONTAMINANTS:

Media:

Contaminant:	Ground Water	Surface Water	Soil	Sediment	Air	Bedrock
Bioassay Failure				C		
Dioxin/Dibenzofuran Compounds				C		
Other Deleterious Substances				C		

Key:

- B - Below Cleanup Level
- C - Confirmed Above Cleanup Level
- S - Suspected
- R - Remediated
- RA - Remediated-Above
- RB - Remediated-Below

CleanupSiteDetails2014

Port of Shelton - Eagle Point Property

47.20580113525449, -123.07541084289625

Prepared for: ADESA

Monday, April 25, 2016

Environmental Radius Report



2055 E. Rio Salado Pkwy
Tempe, AZ 85381
480-967-6752

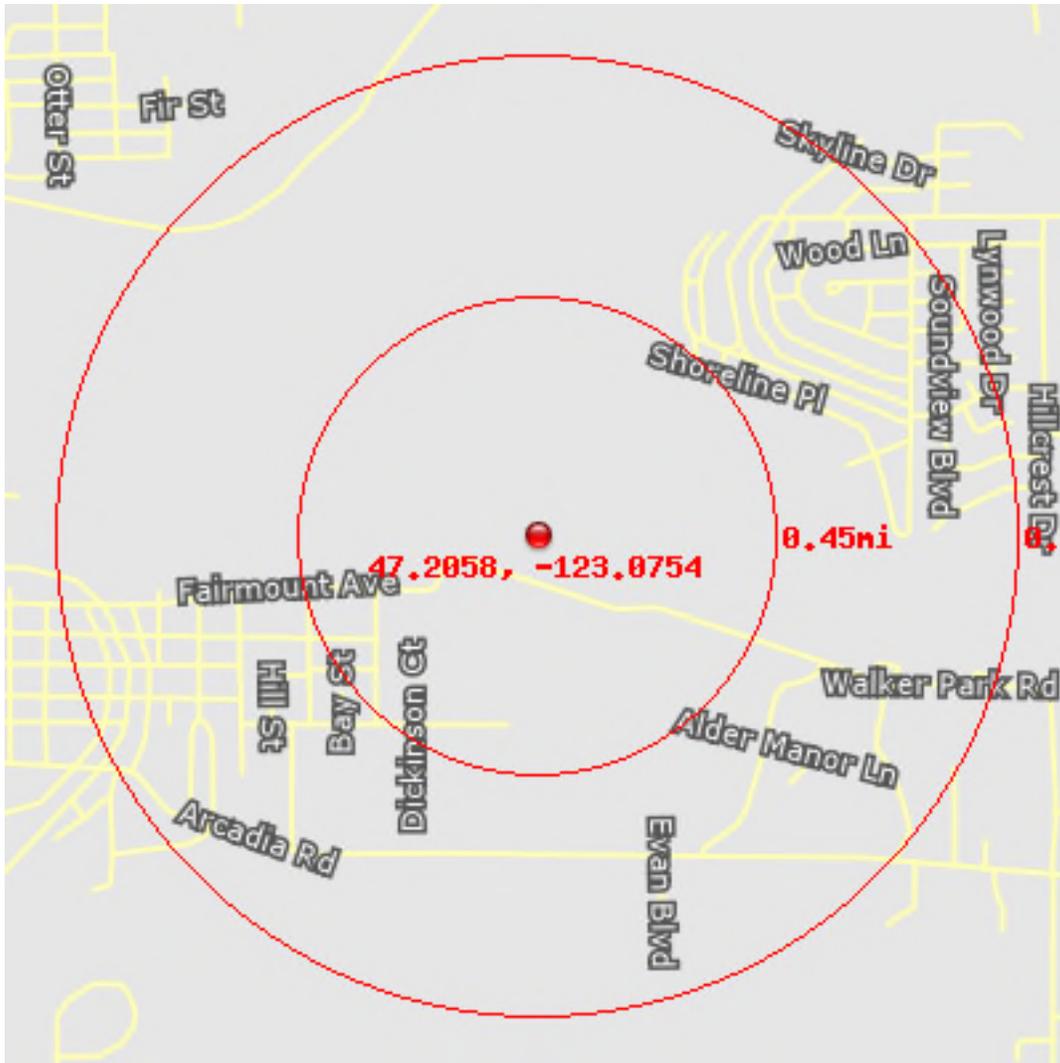
Summary

Flood Zones Hazard Map

Federal Emergency Management Agency (FEMA)

	< 1/4	1/4 - 1/2	1/2 - 1
National Priorities List (NPL)			
CERCLIS List			
CERCLIS NFRAP			
RCRA CORRACTS Facilities			
RCRA non-CORRACTS TSD Facilities			
Federal Institutional Control / Engineering Control Registry			
Emergency Response Notification System (ERNS)			1
US Toxic Release Inventory			
US RCRA Generators (CESQG, SQG, LQG)			
US ACRES (Brownfields)			
US NPDES	1		
US Air Facility System (AIRS / AFS)			
WA Underground Storage Tanks			28
WA Leaking Underground Storage Tanks			13
WA Confirmed and Suspected Contaminated Sites			11
WA Cleanup Sites with No Further Action			
WA Landfills			
WA Brownfields			
WA Activity and Use Limitations			

Flood Hazard Zones Map



-  Area of Undetermined Flood Hazard
-  0.2% Annual Chance Flood Hazard
-  Future Conditions 1% Annual Chance Flood Hazard
-  1% Annual Chance Flood Hazard
-  Regulatory Floodway
-  Special Floodway
-  Area with Reduced Risk Due to Levee

National Priorities List (NPL)

This database returned no results for your area.

The Superfund Program, administered under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) is an EPA Program to locate, investigate, and clean up the worst hazardous waste sites throughout the United States. The NPL (National Priorities List) is the list of national priorities among the known releases or threatened releases of hazardous substances, pollutants, or contaminants throughout the United States and its territories. The NPL is intended primarily to guide the EPA in determining which sites warrant further investigation. The boundaries of an NPL site are not tied to the boundaries of the property on which a facility is located. The release may be contained within a single property's boundaries or may extend across property boundaries onto other properties. The boundaries can, and often do change as further information on the extent and degree of contamination is obtained.

CERCLIS List

This database returned no results for your area.

The United States Environmental Protection Agency (EPA) investigates known or suspected uncontrolled or abandoned hazardous substance facilities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). EPA maintains a comprehensive list of these facilities in a database known as the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS). These sites have either been investigated or are currently under investigation by the EPA for release or threatened release of hazardous substances. Once a site is placed in CERCLIS, it may be subjected to several levels of review and evaluation and ultimately placed on the National Priority List (NPL).

CERCLIS sites designated as "No Further Remedial Action Planned" (NFRAP) have been removed from CERCLIS. NFRAP sites may be sites where, following an initial investigation, no contamination was found, contamination was removed quickly without the need for the site to be placed on the NPL, or the contamination was not serious enough to require Federal Superfund Action or NPL consideration.

CERCLIS NFRAP

This database returned no results for your area.

As of February 1995, CERCLIS sites designated "No Further Remedial Action Planned" NFRAP have been removed from CERCLIS. NFRAP sites may be sites where, following an initial investigation, no contamination was found, contamination was removed quickly without the site being placed on the NPL, or the contamination was not serious enough to require Federal Superfund action or NPL consideration. EPA has removed these NFRAP sites from CERCLIS to lift unintended barriers to the redevelopment of these properties. This policy change is part of EPA's Brownfields Redevelopment Program to help cities, states, private investors and affected citizens promote economic redevelopment of unproductive urban sites.

RCRA CORRACTS Facilities

This database returned no results for your area.

The United States Environmental Protection Agency (EPA) regulates hazardous waste under the Resource Conservation and Recovery Act (RCRA). The EPA maintains the Corrective Action Report (CORRACTS) database of Resource Conservation and Recovery Act (RCRA) facilities that are undergoing "corrective action." A "corrective action order" is issued pursuant to RCRA Section 3008(h) when there has been a release of hazardous waste or constituents into the environment from a RCRA facility. Corrective actions may be required beyond the facility's boundary and can be required regardless of when the release occurred, even if it predated RCRA.

RCRA non-CORRACTS TSD Facilities

This database returned no results for your area.

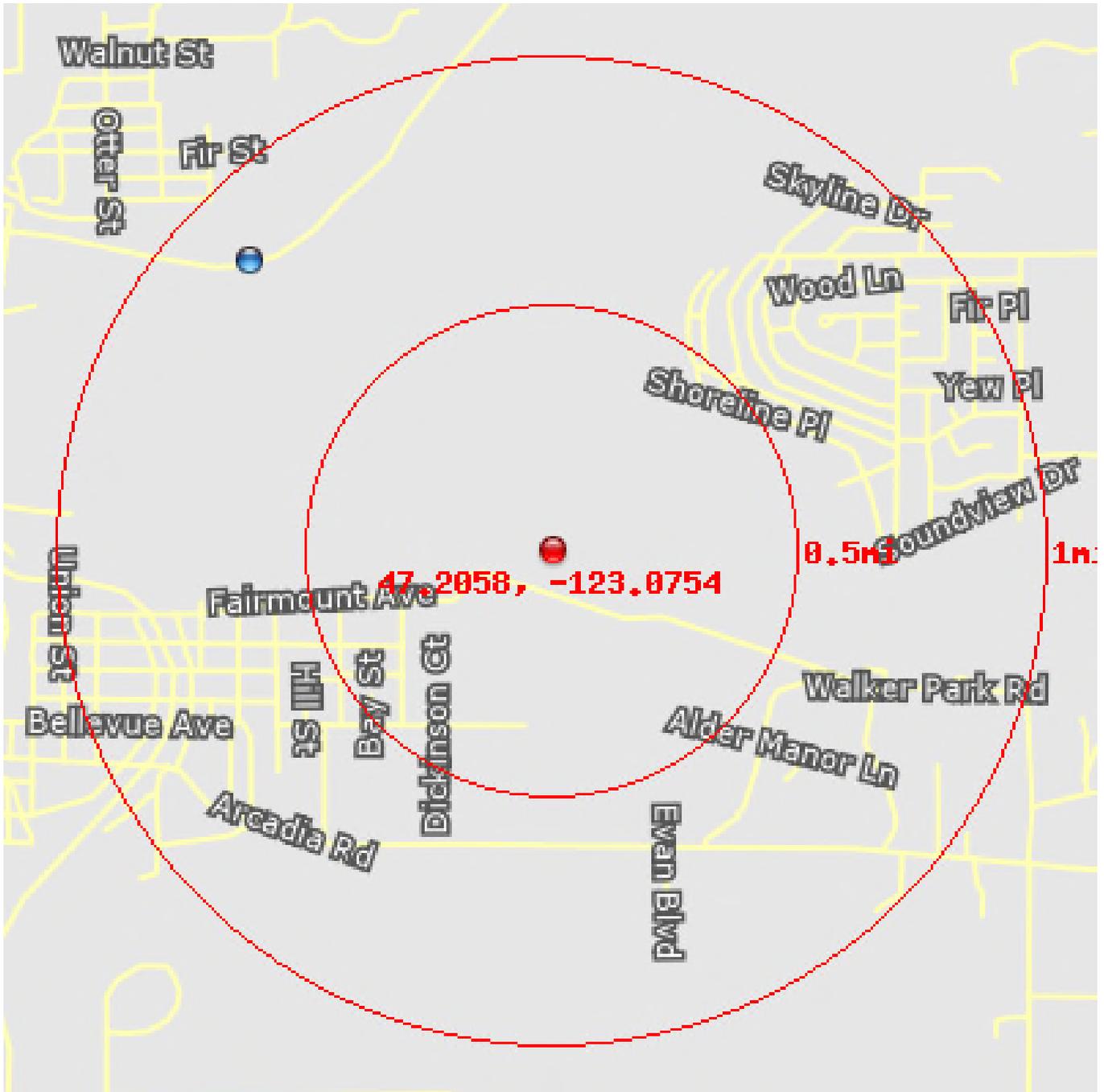
The United States Environmental Protection Agency (EPA) regulates hazardous waste under the Resource Conservation and Recovery Act (RCRA). The EPA's RCRA Program identifies and tracks hazardous waste from the point of generation to the point of disposal. The RCRA Facilities database is a compilation by the EPA of facilities that report generation, storage, transportation, treatment, or disposal of hazardous waste. RCRA Permitted Treatment, Storage, Disposal Facilities (RCRA-TSD) are facilities which treat, store and/or dispose of hazardous waste.

Federal Institutional Control / Engineering Control Registry

This database returned no results for your area.

Federal Institutional Control / Engineering Control Registry

Emergency Response Notification System (ERNS)



This database returned 1 results for your area.

The Emergency Response Notification System (ERNS) is a national computer database used to store information on unauthorized releases of oil and hazardous substances. The program is a cooperative effort of the Environmental Protection Agency, the Department of Transportation Research and Special Program Administration's John Volpe National Transportation System Center and the National Response Center. There are primarily five Federal statutes that require release reporting: the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) section 103; the Superfund Amendments and Reauthorization Act(SARA) Title III Section 304; the Clean Water Act of 1972(CWA) section 311(b)(3); and the Hazardous Material Transportation Act of 1974(HMTA section 1808(b).

Emergency Response Notification System (ERNS)

Location	47.21415, -123.0883
Distance to site	4411 ft / 0.84 mi NW
Incident	THE CALLER STATED THAT AFTER PERFORMING REPAIRS ON HIS VESSEL, A SEAL FAILED CAUSING 3 QTS OF MOTOR OIL TO DISCHARGE FROM EXHAUST.
Incident Date	8/11/2012 15:30
Incident location	OAKLAND BAY MARINA
Year Reported	2012
Address	701 PINE ST
City	SHELTON
State	WA
County	MASON

US Toxic Release Inventory

This database returned no results for your area.

The Toxics Release Inventory (TRI) is a publicly available EPA database that contains information on toxic chemical releases and other waste management activities reported annually by certain covered industry groups as well as federal facilities. TRI reporters for all reporting years are provided in the file.

US RCRA Generators (CESQG, SQG, LQG)

This database returned no results for your area.

The United States Environmental Protection Agency (EPA) regulates hazardous waste under the Resource Conservation and Recovery Act (RCRA). EPA maintains a database of facilities, which generate hazardous waste or treat, store, and/or dispose of hazardous wastes.

Conditionally Exempt Small Quantity Generators (CESQG) generate 100 kilograms or less per month of hazardous waste, or 1 kilogram or less per month of acutely hazardous waste.

Small Quantity Generators (SQG) generate more than 100 kilograms, but less than 1,000 kilograms, of hazardous waste per month.

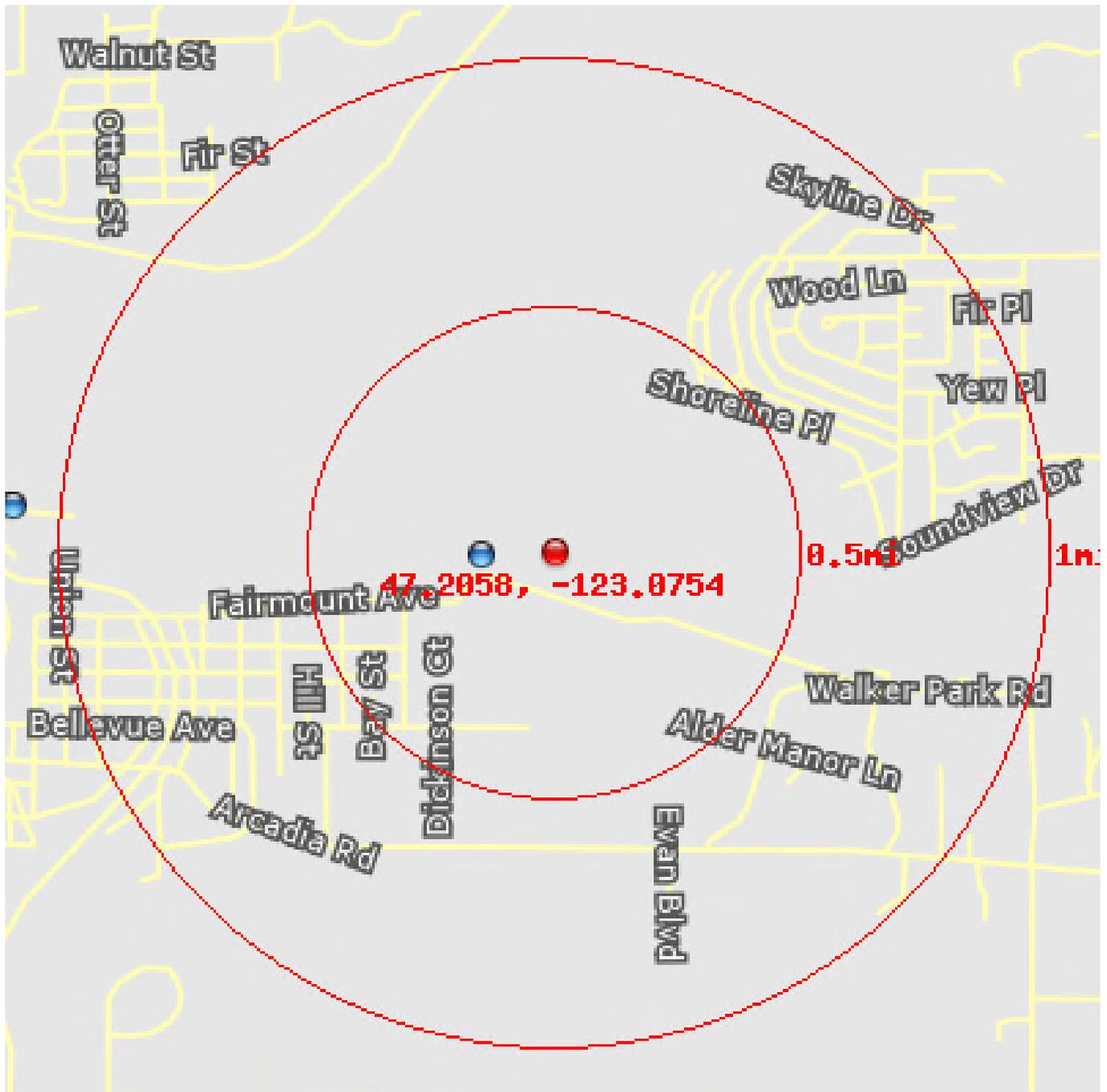
Large Quantity Generators (LQG) generate 1,000 kilograms per month or more of hazardous waste, or more than 1 kilogram per month of acutely hazardous waste.

US ACRES (Brownfields)

This database returned no results for your area.

Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties protects the environment, reduces blight, and takes development pressures off greenspaces and working lands. The Assessment, Cleanup and Redevelopment Exchange System (ACRES) is an online database for Brownfields Grantees to electronically submit data directly to The United States Environmental Protection Agency (EPA)

US NPDES



This database returned 1 results for your area.

The NPDES module of the Compliance Information System (ICIS) tracks surface water permits issued under the Clean Water Act. Under NPDES, all facilities that discharge pollutants from any point source into waters of the United States are required to obtain a permit. The permit will likely contain limits on what can be discharged, impose monitoring and reporting requirements, and include other provisions to ensure that the discharge does not adversely affect water quality.

US NPDES

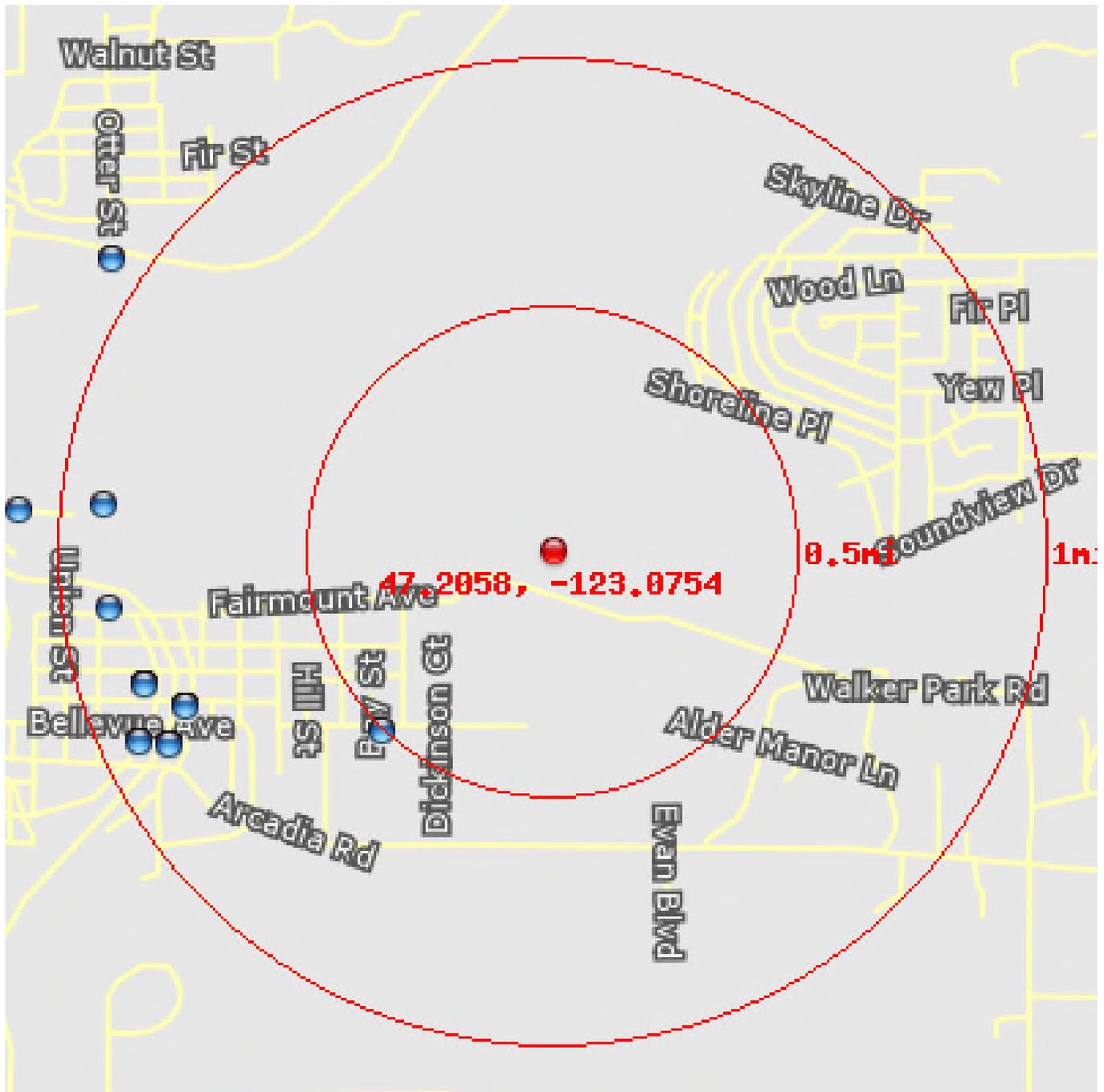
Location	47.20567, -123.0784
Distance to site	751 ft / 0.14 mi W
Info URL	http://iaspub.epa.gov/enviro/fii_query_detail.disp_program_facility?p_registry_id=110015425100
EPA Identifier	110015425100
Primary Name	SHELTON CITY WWTP
Address	1700 FAIRMOUNT AVE
City	SHELTON
County	MASON
State	WA
Zipcode	98584-1136
SIC Codes	4952
SIC Descriptions	SEWERAGE SYSTEMS
Programs	NPDES, WA-FSIS
Program Interests	NPDES MAJOR, STATE MASTER
Updated On	30-DEC-13
Recorded On	01-AUG-03
Program ID	WA0023345

US Air Facility System (AIRS / AFS)

This database returned no results for your area.

The Air Facility System (AIRS / AFS) contains compliance and permit data for stationary sources of air pollution (such as electric power plants, steel mills, factories, and universities) regulated by EPA, state and local air pollution agencies. The information in AFS is used by the states to prepare State Implementation Plans (SIPs) and to track the compliance status of point sources with various regulatory programs under Clean Air Act.

WA Underground Storage Tanks



This database returned 28 results for your area.

Underground Storage Tanks (UST) containing hazardous or petroleum substances are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA). The Washington State Department of Ecology maintains a list of regulated USTs.

WA Underground Storage Tanks

Location 47.20048, -123.0826
Distance to site 2644 ft / 0.5 mi SW
Address 1583 E DICKINSON ST
Zip Code 985841623
City Shelton
Tank Status Closed in Place
Name BEDELL PUMP & DRILLING CO
Facility Site ID 85326854
Install Date 1964-12-31
UST Site ID 1784
County Mason

Location 47.20048, -123.0826
Distance to site 2644 ft / 0.5 mi SW
Address 1583 E DICKINSON ST
Zip Code 985841623
City Shelton
Tank Status Closed in Place
Name BEDELL PUMP & DRILLING CO
Facility Site ID 85326854
Install Date 1964-12-31
Substance Stored Unleaded Gasoline
UST Site ID 1784
County Mason
Capacity Range 111 TO 1,100 Gallons

Location 47.20122, -123.0911
Distance to site 4244 ft / 0.8 mi W
Address 1612 OLYMPIC HWY S
Zip Code 98584
City Shelton
Tank Status Operational
Name BRAD'S QUICK STOP
Facility Site ID 84221711
Install Date 1992-10-31
Substance Stored Unleaded Gasoline
UST Site ID 6001
County Mason
Capacity Range 5,000 to 9,999 Gallons

WA Underground Storage Tanks

Location 47.20122, -123.0911
Distance to site 4244 ft / 0.8 mi W
Address 1612 OLYMPIC HWY S
Zip Code 98584
City Shelton
Tank Status Operational
Name BRAD'S QUICK STOP
Facility Site ID 84221711
Install Date 1992-10-31
Substance Stored Unleaded Gasoline
UST Site ID 6001
County Mason
Capacity Range 10,000 to 19,999 Gallons

Location 47.20122, -123.0911
Distance to site 4244 ft / 0.8 mi W
Address 1612 OLYMPIC HWY S
Zip Code 98584
City Shelton
Tank Status Operational
Name BRAD'S QUICK STOP
Facility Site ID 84221711
Install Date 1992-10-31
Substance Stored Unleaded Gasoline
UST Site ID 6001
County Mason
Capacity Range 5,000 to 9,999 Gallons

Location 47.20122, -123.0911
Distance to site 4244 ft / 0.8 mi W
Address 1612 OLYMPIC HWY S
Zip Code 98584
City Shelton
Tank Status Removed
Name BRAD'S QUICK STOP
Facility Site ID 84221711
Install Date 1984-01-01
Substance Stored Leaded Gasoline
UST Site ID 6001
County Mason
Capacity Range 10,000 to 19,999 Gallons

WA Underground Storage Tanks

Location 47.20122, -123.0911
Distance to site 4244 ft / 0.8 mi W
Address 1612 OLYMPIC HWY S
Zip Code 98584
City Shelton
Tank Status Removed
Name BRAD'S QUICK STOP
Facility Site ID 84221711
Install Date 1972-01-01
Substance Stored Leaded Gasoline
UST Site ID 6001
County Mason
Capacity Range 5,000 to 9,999 Gallons

Location 47.20122, -123.0911
Distance to site 4244 ft / 0.8 mi W
Address 1612 OLYMPIC HWY S
Zip Code 98584
City Shelton
Tank Status Removed
Name BRAD'S QUICK STOP
Facility Site ID 84221711
Install Date 1977-01-01
Substance Stored Unleaded Gasoline
UST Site ID 6001
County Mason
Capacity Range 5,000 to 9,999 Gallons

Location 47.20185, -123.0928
Distance to site 4548 ft / 0.86 mi W
Address 1528 OLYMPIC HWY S
Zip Code 985841535
City Shelton
Tank Status Operational
Name SHELTON SHELL
Facility Site ID 14279124
Install Date 2007-12-18
Substance Stored Unleaded Gasoline
UST Site ID 219
County Mason

WA Underground Storage Tanks

Location 47.20185, -123.0928
Distance to site 4548 ft / 0.86 mi W
Address 1528 OLYMPIC HWY S
Zip Code 985841535
City Shelton
Tank Status Removed
Name SHELTON SHELL
Facility Site ID 14279124
Install Date 1979-12-01
Substance Stored Unleaded Gasoline
UST Site ID 219
County Mason
Capacity Range 5,000 to 9,999 Gallons

Location 47.20185, -123.0928
Distance to site 4548 ft / 0.86 mi W
Address 1528 OLYMPIC HWY S
Zip Code 985841535
City Shelton
Tank Status Operational
Name SHELTON SHELL
Facility Site ID 14279124
Install Date 2007-12-18
Substance Stored Diesel
UST Site ID 219
County Mason

Location 47.20185, -123.0928
Distance to site 4548 ft / 0.86 mi W
Address 1528 OLYMPIC HWY S
Zip Code 985841535
City Shelton
Tank Status Operational
Name SHELTON SHELL
Facility Site ID 14279124
Install Date 2007-12-18
Substance Stored Diesel
UST Site ID 219
County Mason

WA Underground Storage Tanks

Location 47.20185, -123.0928
Distance to site 4548 ft / 0.86 mi W
Address 1528 OLYMPIC HWY S
Zip Code 985841535
City Shelton
Tank Status Removed
Name SHELTON SHELL
Facility Site ID 14279124
Install Date 1979-12-01
Substance Stored Leaded Gasoline
UST Site ID 219
County Mason
Capacity Range 10,000 to 19,999 Gallons

Location 47.20185, -123.0928
Distance to site 4548 ft / 0.86 mi W
Address 1528 OLYMPIC HWY S
Zip Code 985841535
City Shelton
Tank Status Removed
Name SHELTON SHELL
Facility Site ID 14279124
Install Date 1979-12-01
Substance Stored Unleaded Gasoline
UST Site ID 219
County Mason
Capacity Range 5,000 to 9,999 Gallons

Location 47.20008, -123.0918
Distance to site 4564 ft / 0.86 mi W
Address 1730 OLYMPIC HWY S
Zip Code 985841638
City Shelton
Tank Status Removed
Name SODHI CHEVERON
Facility Site ID 94197779
Install Date 1969-01-01
Substance Stored Unleaded Gasoline
UST Site ID 5118
County Mason

WA Underground Storage Tanks

Location 47.20008, -123.0918
Distance to site 4564 ft / 0.86 mi W
Address 1730 OLYMPIC HWY S
Zip Code 985841638
City Shelton
Tank Status Operational
Name SODHI CHEVERON
Facility Site ID 94197779
Install Date 1993-10-20
Substance Stored Leaded Gasoline
UST Site ID 5118
County Mason
Capacity Range 10,000 to 19,999 Gallons

Location 47.20008, -123.0918
Distance to site 4564 ft / 0.86 mi W
Address 1730 OLYMPIC HWY S
Zip Code 985841638
City Shelton
Tank Status Operational
Name SODHI CHEVERON
Facility Site ID 94197779
Install Date 1993-10-20
Substance Stored Unleaded Gasoline
UST Site ID 5118
County Mason
Capacity Range 10,000 to 19,999 Gallons

Location 47.20008, -123.0918
Distance to site 4564 ft / 0.86 mi W
Address 1730 OLYMPIC HWY S
Zip Code 985841638
City Shelton
Tank Status Operational
Name SODHI CHEVERON
Facility Site ID 94197779
Install Date 1993-10-20
Substance Stored Unleaded Gasoline
UST Site ID 5118
County Mason
Capacity Range 5,000 to 9,999 Gallons

WA Underground Storage Tanks

Location 47.20008, -123.0918
Distance to site 4564 ft / 0.86 mi W
Address 1730 OLYMPIC HWY S
Zip Code 985841638
City Shelton
Tank Status Removed
Name SODHI CHEVERON
Facility Site ID 94197779
Install Date 1969-01-01
Substance Stored Used Oil/Waste Oil
UST Site ID 5118
County Mason

Location 47.20008, -123.0918
Distance to site 4564 ft / 0.86 mi W
Address 1730 OLYMPIC HWY S
Zip Code 985841638
City Shelton
Tank Status Removed
Name SODHI CHEVERON
Facility Site ID 94197779
Install Date 1969-01-01
Substance Stored Leaded Gasoline
UST Site ID 5118
County Mason

Location 47.20008, -123.0918
Distance to site 4564 ft / 0.86 mi W
Address 1730 OLYMPIC HWY S
Zip Code 985841638
City Shelton
Tank Status Removed
Name SODHI CHEVERON
Facility Site ID 94197779
Install Date 1969-01-01
Substance Stored Unleaded Gasoline
UST Site ID 5118
County Mason

WA Underground Storage Tanks

Location 47.20008, -123.0918
Distance to site 4564 ft / 0.86 mi W
Address 1730 OLYMPIC HWY S
Zip Code 985841638
City Shelton
Tank Status Removed
Name SODHI CHEVERON
Facility Site ID 94197779
Install Date 1964-12-31
Substance Stored Heating Fuel
UST Site ID 5118
County Mason
Capacity Range 111 TO 1,100 Gallons

Location 47.20409, -123.0944
Distance to site 4757 ft / 0.9 mi W
Address 1209 OLYMPIC HWY S
Zip Code 985841419
City Shelton
Tank Status Removed
Name STEPHEN BOOTHE
Facility Site ID 69291449
Install Date 1964-12-31
Substance Stored Leaded Gasoline
UST Site ID 2058
County Mason
Capacity Range 111 TO 1,100 Gallons

Location 47.20704, -123.0946
Distance to site 4776 ft / 0.9 mi W
Address 409 EAST HARVARD AVE.
Zip Code 985843771
City Shelton
Tank Status Closed in Place
Name ITT RAYONIER INC
Facility Site ID 25461188
Install Date 1964-12-31
UST Site ID 5875
County Mason

WA Underground Storage Tanks

Location 47.20016, -123.0931
Distance to site 4846 ft / 0.92 mi W
Address 1725 OLYMPIC HWY S
Zip Code 985849999
City Shelton
Tank Status Removed
Name MARYS AUTO REPAIR
Facility Site ID 84672798
Install Date 1964-12-31
Substance Stored Leaded Gasoline
UST Site ID 102148
County Mason

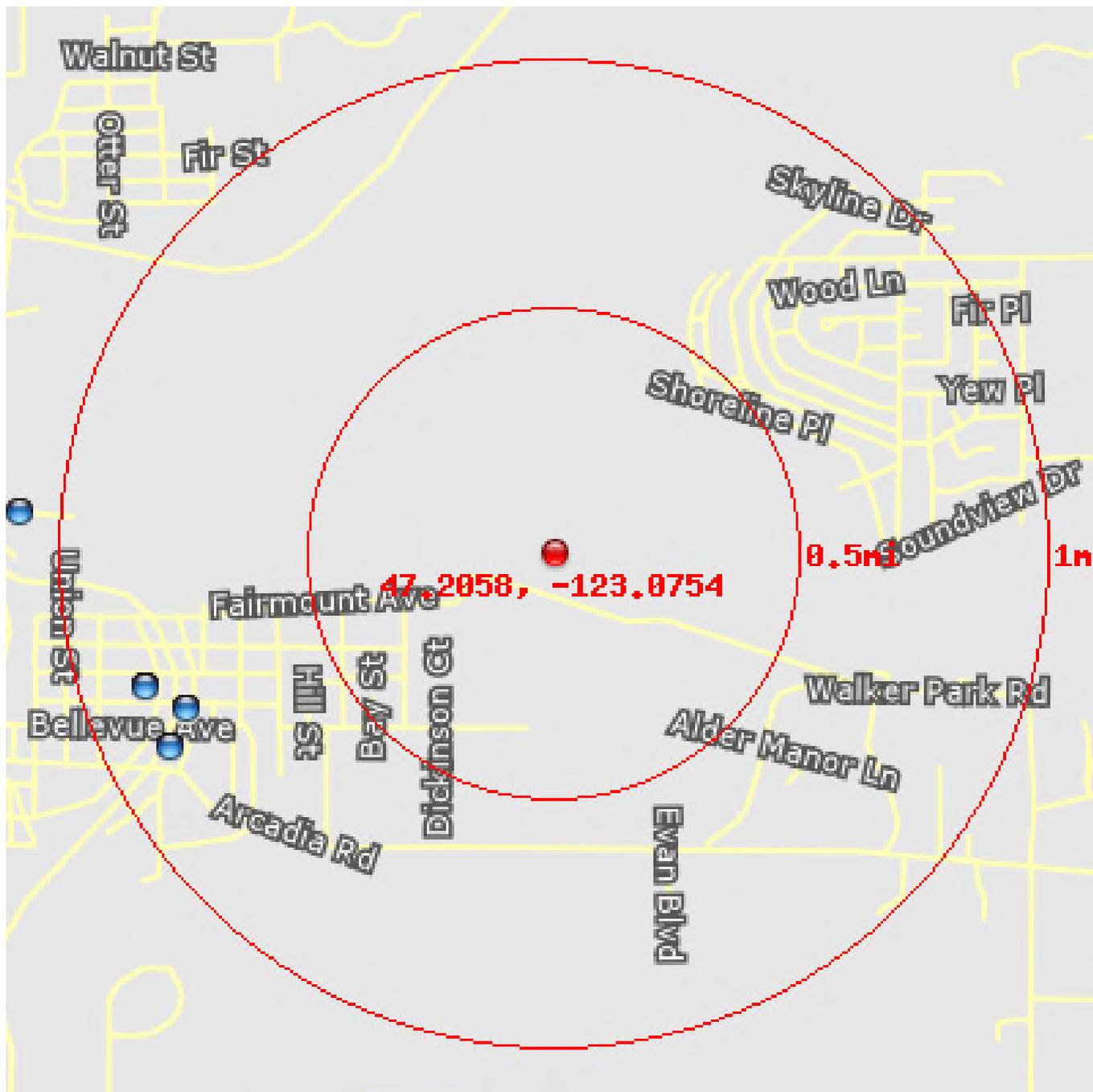
Location 47.20016, -123.0931
Distance to site 4846 ft / 0.92 mi W
Address 1725 OLYMPIC HWY S
Zip Code 985849999
City Shelton
Tank Status Removed
Name MARYS AUTO REPAIR
Facility Site ID 84672798
Install Date 1964-12-31
Substance Stored Leaded Gasoline
UST Site ID 102148
County Mason

Location 47.20016, -123.0931
Distance to site 4846 ft / 0.92 mi W
Address 1725 OLYMPIC HWY S
Zip Code 985849999
City Shelton
Tank Status Removed
Name MARYS AUTO REPAIR
Facility Site ID 84672798
Install Date 1900-01-01
Substance Stored Used Oil/Waste Oil
UST Site ID 102148
County Mason

WA Underground Storage Tanks

Location	47.20016, -123.0931
Distance to site	4846 ft / 0.92 mi W
Address	1725 OLYMPIC HWY S
Zip Code	985849999
City	Shelton
Tank Status	Removed
Name	MARYS AUTO REPAIR
Facility Site ID	84672798
Install Date	1964-12-31
Substance Stored	Leaded Gasoline
UST Site ID	102148
County	Mason

WA Leaking Underground Storage Tanks



This database returned 13 results for your area.

Information on Leaking Underground Storage Tanks (LUST) containing hazardous or petroleum substances is maintained by the Washington State Department of Ecology. The LUST database contains information on underground storage tank facilities that require cleanup and their cleanup history.

WA Leaking Underground Storage Tanks

Location 47.20122, -123.0911
Distance to site 4244 ft / 0.8 mi W
Name BRAD'S QUICK STOP
Address 1612 OLYMPIC HWY S
City Shelton
Zip Code 98584

Location 47.20122, -123.0911
Distance to site 4244 ft / 0.8 mi W
Name BRAD'S QUICK STOP
Address 1612 OLYMPIC HWY S
City Shelton
Zip Code 98584

Location 47.20122, -123.0911
Distance to site 4244 ft / 0.8 mi W
Name BRAD'S QUICK STOP
Address 1612 OLYMPIC HWY S
City Shelton
Zip Code 98584

Location 47.20122, -123.0911
Distance to site 4244 ft / 0.8 mi W
Name BRAD'S QUICK STOP
Address 1612 OLYMPIC HWY S
City Shelton
Zip Code 98584

Location 47.20185, -123.0928
Distance to site 4548 ft / 0.86 mi W
Name SHELTON SHELL
Address 1528 OLYMPIC HWY S
City Shelton
Zip Code 985841535

Location 47.20185, -123.0928
Distance to site 4548 ft / 0.86 mi W
Name SHELTON SHELL
Address 1528 OLYMPIC HWY S
City Shelton
Zip Code 985841535

WA Leaking Underground Storage Tanks

Location 47.20185, -123.0928
Distance to site 4548 ft / 0.86 mi W
Name SHELTON SHELL
Address 1528 OLYMPIC HWY S
City Shelton
Zip Code 985841535

Location 47.20185, -123.0928
Distance to site 4548 ft / 0.86 mi W
Name SHELTON SHELL
Address 1528 OLYMPIC HWY S
City Shelton
Zip Code 985841535

Location 47.20185, -123.0928
Distance to site 4548 ft / 0.86 mi W
Name SHELTON SHELL
Address 1528 OLYMPIC HWY S
City Shelton
Zip Code 985841535

Location 47.20008, -123.0918
Distance to site 4564 ft / 0.86 mi W
Name SODHI CHEVERON
Address 1730 OLYMPIC HWY S
City Shelton
Zip Code 985841638

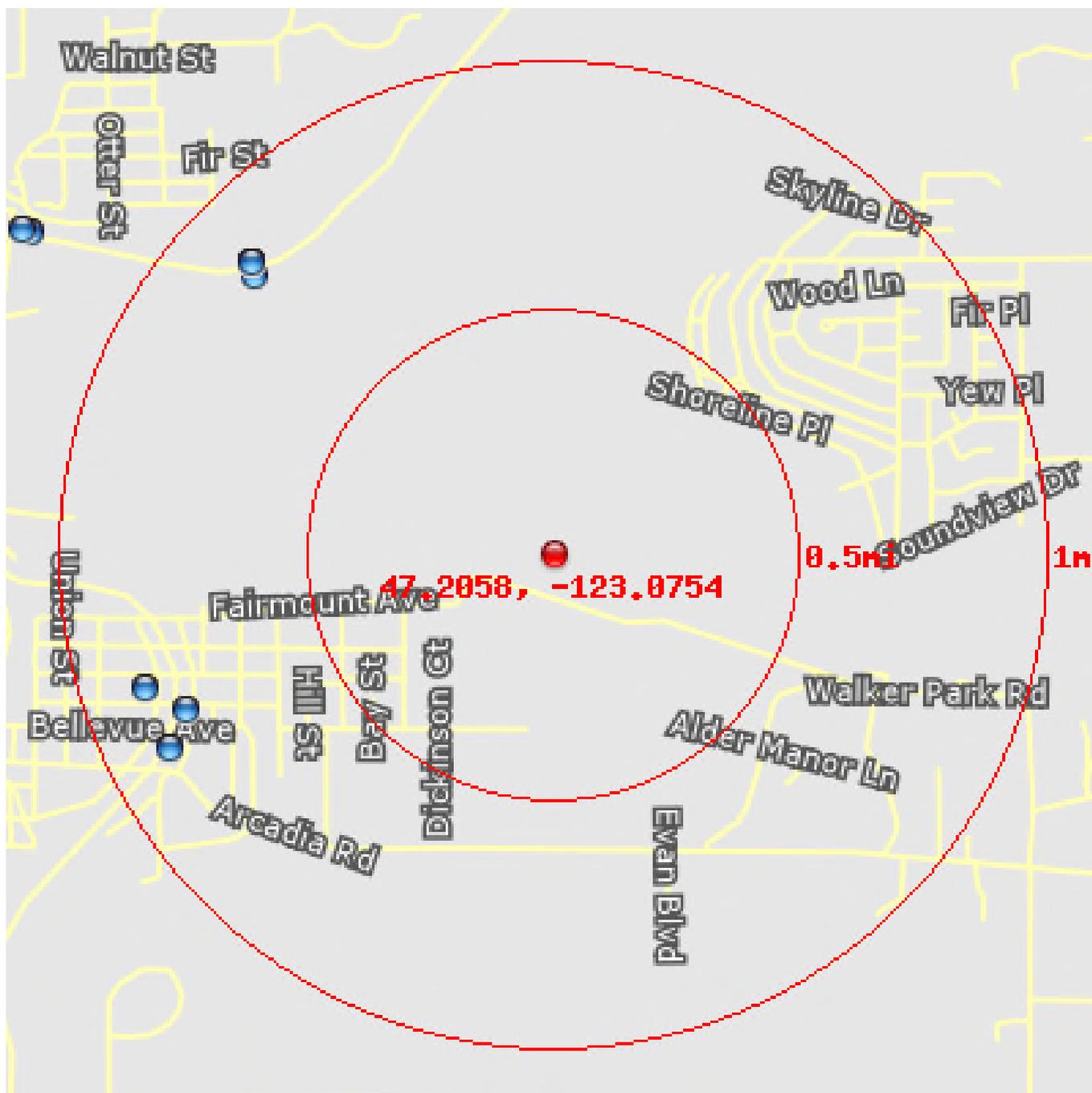
Location 47.20008, -123.0918
Distance to site 4564 ft / 0.86 mi W
Name SODHI CHEVERON
Address 1730 OLYMPIC HWY S
City Shelton
Zip Code 985841638

Location 47.20008, -123.0918
Distance to site 4564 ft / 0.86 mi W
Name SODHI CHEVERON
Address 1730 OLYMPIC HWY S
City Shelton
Zip Code 985841638

WA Leaking Underground Storage Tanks

Location	47.20008, -123.0918
Distance to site	4564 ft / 0.86 mi W
Name	SODHI CHEVERON
Address	1730 OLYMPIC HWY S
City	Shelton
Zip Code	985841638

WA Confirmed and Suspected Contaminated Sites



This database returned 11 results for your area.

The Washington State Department of Ecology maintains a database of Confirmed and Suspected Contaminated Sites (State Cleanup Sites) as a way to monitor the clean up contaminated properties throughout the state.

WA Confirmed and Suspected Contaminated Sites

Location 47.20122, -123.0911
Distance to site 4244 ft / 0.8 mi W
Facility ID 84221711
Site Name BRADS QUICK STOP
Address 1612 OLYMPIC HWY S
County Mason
City SHELTON
Zip Code 98584-0000
Site Type VCP

Location 47.20122, -123.0911
Distance to site 4244 ft / 0.8 mi W
Facility ID 84221711
Site Name BRADS QUICK STOP
Address 1612 OLYMPIC HWY S
County Mason
City SHELTON
Zip Code 98584-0000
Site Type VCP

Location 47.21384, -123.0882
Distance to site 4318 ft / 0.82 mi NW
Facility ID 4867529
Site Name SHELTON YACHT CLUB
Address 659 E PINE
County Mason
City SHELTON
Zip Code 98584-9333

Location 47.21423, -123.0883
Distance to site 4436 ft / 0.84 mi NW
Facility ID 6773108
Site Name EVERGREEN FUELS
Address 661 E PINE ST
County Mason
City SHELTON
Zip Code 98584
Site Type Program Plan

WA Confirmed and Suspected Contaminated Sites

Location 47.21423, -123.0883
Distance to site 4436 ft / 0.84 mi NW
Facility ID 6773108
Site Name EVERGREEN FUELS
Address 661 E PINE ST
County Mason
City SHELTON
Zip Code 98584
Site Type Program Plan

Location 47.21423, -123.0883
Distance to site 4436 ft / 0.84 mi NW
Facility ID 6773108
Site Name EVERGREEN FUELS
Address 661 E PINE ST
County Mason
City SHELTON
Zip Code 98584
Site Type Program Plan

Location 47.21423, -123.0883
Distance to site 4436 ft / 0.84 mi NW
Facility ID 6773108
Site Name EVERGREEN FUELS
Address 661 E PINE ST
County Mason
City SHELTON
Zip Code 98584
Site Type Program Plan

Location 47.20185, -123.0928
Distance to site 4548 ft / 0.86 mi W
Facility ID 14279124
Site Name SHELTON SHELL
Address 1528 OLYMPIC HWY S
County Mason
City SHELTON
Zip Code 98584-1535
Site Type VCP

WA Confirmed and Suspected Contaminated Sites

Location 47.20185, -123.0928
Distance to site 4548 ft / 0.86 mi W
Facility ID 14279124
Site Name SHELTON SHELL
Address 1528 OLYMPIC HWY S
County Mason
City SHELTON
Zip Code 98584-1535
Site Type VCP

Location 47.20008, -123.0918
Distance to site 4564 ft / 0.86 mi W
Facility ID 94197779
Site Name SODHI CHEVERON
Address 1730 OLYMPIC HWY S
County Mason
City SHELTON
Zip Code 98584
Site Type VCP

Location 47.20008, -123.0918
Distance to site 4564 ft / 0.86 mi W
Facility ID 94197779
Site Name SODHI CHEVERON
Address 1730 OLYMPIC HWY S
County Mason
City SHELTON
Zip Code 98584
Site Type VCP

WA Cleanup Sites with No Further Action

This database returned no results for your area.

The Washington State Department of Ecology maintains a list of sites previously on the Confirmed and Suspected Contaminated Sites List (State Cleanup Sites) that have received a No Further Action (NFA) determination.

WA Landfills

This database returned no results for your area.

The Washington State Department of Ecology maintains a database of landfills.

WA Brownfields

This database returned no results for your area.

'Brownfields' sites are abandoned or underused properties where potential liability due to environmental contamination and cleanup costs complicate re-development efforts. The Washington State Department of Ecology maintains a database of Brownfield Sites.

WA Activity and Use Limitations

This database returned no results for your area.

Activity and Use Limitations (AULs), also known as Environmental Land-Use Controls (LUCs) – An AUL is a restriction, covenant or notice concerning the use of real property, which is imposed on real property. AULs and LUCs are further categorized as Institutional Controls (ICs) and Engineering Controls (ECs). An IC is a legal or regulatory restriction on the use of a property, limiting the use of groundwater and excavations or preventing such businesses as day care centers or schools on the property. An EC involves physical means of restricting site access or use in order to prevent the spreading or exposure of a contaminant. Frequently implemented engineering controls include requiring black top on the surface, building of structures to prevent exposure or even notices to the public that are posted on the grounds warning of contaminants.

The Washington Department of Ecology maintains a registry of cleanup sites with land use restrictions.



Phase I Environmental Site Assessment
Mason County Parcels 32021-51-00001
and 32021-32-60570

APPENDIX B
PHASE I ESA QUESTIONNAIRE



All Appropriate Inquiries Phase I Environmental Site Assessment Questionnaire

Please answer the following questions to the best of your knowledge in as much detail as possible.

Environmental cleanup liens that are filed or recorded against the site (40 CFR 312.25).

Are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state or local law?

No

Activity and land use limitations that are in place on the site or that have been filed or recorded in a registry (40 CFR 312.26).

Are you aware of any AULs, such as engineering controls, land use restrictions or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law?

No

Do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?

This property is undeveloped with the exception of a City of Shelton sewer outfall pipe & easement. No other known historical uses.

Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property?

Appraisals for the purchase have not been completed yet, although the property was appraised several years ago. No known contamination.

Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases? Please answer the following as completely as possible:

- a) When did you acquire the property, and from whom? 1962, unknown
- b) Do you possess contact information for any of the previous owners? Please provide here. No
- c) Do you know the past uses of the property? No known past uses
- d) Which companies provide utilities to the property? (Water, Sewer, Garbage/Waste, Gas, Power) N/A, no utilities on property



e) Do you know of specific chemicals that are present or once were present at the property? If yes, describe use.

No

f) Do you know of spills or other chemical releases that have taken place at the property?

No

g) Do you know of any environmental cleanups that have taken place at the property?

No

h) Are you aware of any active or inactive underground storage tanks on the property (USTs, petroleum or other)? If yes, state capacity and current/historic contents.

No

i) Are you aware of, or do you possess any of the following documents relating to the property? Please provide digital copies as attachments.

Environmental Site Assessments, Environmental Compliance Audits, Local State or Federal Permits (solid/hazardous waste, NPDES, wastewater), Underground Storage Tank Documentation, Material Safety Data Sheets, Safety Plans, Historical Photographs, Geotechnical Studies, Risk Assessments, Environmental Impact Statements or Environmental Assessments, etc...

No

Based on your knowledge and experience related to the property are there any obvious indicators that point to the presence or likely presence of contamination at the property?

No

I have answered these questions and provided site specific information to the best of my knowledge. Failure to provide this information could result in a determination that "all appropriate inquiry" is not complete.

Brandon Palmer Port of Shelton

Print Name



Signature

4/27/16

Date



Phase I Environmental Site Assessment
Mason County Parcels 32021-51-00001
and 32021-32-60570

APPENDIX C SITE INSPECTION PHOTOGRAPHS



1. Site looking north from central-southern parking area



2. Upland forest on the south side of the Property



3. 2. Upland forest on the south side of the Property



4. Upland forest on the Property looking west at the adjoining property to the west



5. Upland forest in the northern portion of the Property



6. Tideland areas of the Property



7. Tideland areas of the Property



8. Tideland areas of the Property



9. Small ephemeral stream on the Property



10. Tideland areas on the Property



11. Encroaching dock on Property parcel 32021-32-60570



12. Adjoining property to the east



13. Adjoining property to the east



14. Adjoining property to the west



15. Adjoining property to the south



Phase I Environmental Site Assessment
Mason County Parcels 32021-51-00001
and 32021-32-60570

APPENDIX D HISTORIC PROPERTY INFORMATION AND SUPPORTING DOCUMENTS



Melody Peterson
Mason County Assessor 411 N 5TH ST Shelton, WA 98584

[Assessor](#) [Treasurer](#) [Appraisal](#) [MapSifter](#)

Parcel

Parcel#: 32021-51-00001 **Owner Name:** PORT OF SHELTON
DOR Code: 76 - Recreational - Parks **Address1:** 21 W SANDERSON WAY
Situs: **Address2:**
Map Number: **City, State:** SHELTON WA
Status: EXEMPT FULL YEAR **Zip:** 985841279
Description: ALDER CREEK TRACTS TRS 1-5 S 38/203 S38/238
Comment:

2016 Market Value

2016 Taxable Value

2016 Assessment Data

Land:	\$694,860	Land:	\$0	District:	0070 - Tax District 0070
Improvements:	\$0	Improvements:	\$0	Current Use/DFL:	No
Permanent Crop:	\$0	Permanent Crop:	\$0		
Total	\$694,860	Total	\$0	Total Acres:	0.00000

Ownership

Owner's Name	Ownership %
PORT OF SHELTON	100 %

Sales History

No Sales History

Historical Valuation Info

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable
2016	PORT OF SHELTON	\$694,860	\$0	\$0	\$694,860	\$694,860	\$0
2015	PORT OF SHELTON	\$638,520	\$0	\$0	\$638,520	\$638,520	\$0
2014	PORT OF SHELTON	\$657,300	\$0	\$0	\$657,300	\$657,300	\$0
2013	PORT OF SHELTON	\$657,300	\$0	\$0	\$657,300	\$657,300	\$0
2012	PORT OF SHELTON	\$939,000	\$0	\$0	\$939,000	\$939,000	\$0

[View Taxes](#)

Parcel Comments

No Comments Available

Property Images

No images found.

APPR. NO. MN

MOBILE HOME
 SIZE
 MAKE
 MODEL
 SERIAL NO.
 USE CODE 7650
 PARCEL NO. 3E081 51 00001
 ASSOC. R/P PARCEL NO.

PORT OF SHELTON 0070
 FIELD SHEET 10001:
 CHANGE DATE 1/29/08
 NEIGHBORHOOD
 ALDER CREEK TRACTS
 TRS 1-5

APPR DATE 12/11/07
 REVAL CD 4

BUILDING TYPE CONTACT CONDITION BUILDING LIFE
 DATE BUILT RENTER CONSTRUCTION STYLE
 BLDG. USE CODE REMODEL DATE EFFECTIVE AGE MARKET MODIFIER

CHARACTERISTICS PLUMBING FLOORING BUILT-INS
 QUALITY SINK FLOOR CONST. ALLOWANCE INTERCOM
 EXTERIOR W.H. FLOOR COVER ALLOW RANGE-OVEN VACUUM
 ROOF COVER LAV. TYPE % DISHWASHER MICROWAVE
 FOUNDATION TOILET TYPE % GARB. DISP. HOT TUB
 BEDROOMS SHOWER HEAT TRASH COMP. SAUNA
 BATHS TUB SHOWER HEAT-COOL REF. HOOD & FAN
 FIREPLACE(S)

BLDG. SIZE BASEMENT GARAGES CARPORTS PORCHES
 1st FLR. [] BSMT. QUAL. GAR. QUAL. C.P. QUAL. PRCH. QUAL.
 1/2 FLR. [] BSMT. TOT. [] ROOFING ROOF CVR. CONC. []
 2nd FLR. [] FINISH [] EXTERIOR C.P. [] DECK []
 3rd FLR. [] FIN. QUAL. GAR. TOT. [] DIRT FL. BALC. []
 SPLIT LEV. [] MISCELLANEOUS GAR. TYPE DEPR. ROOF []
 ATTIC [] ASPH. [] DEPR. SITE VALUE ROOF TYPE ENCL. []
 CONC. [] WELL DEPR.
 SKIRT MH SEPTIC

ASSESSED VALUATION RECORD					REP. COST	MH/OTHER BLDG.
A.Yr.	CURR. USE MKT.	LAND	IMPROVEMENT	TOTAL	% DEPR.	LUMP SUM
07					% COMP. <td>LAND VAL. \$59,000</td>	LAND VAL. \$59,000
08		606800		606800	ADJ. BLDG. VAL. <td>TOTAL AV. \$59,000</td>	TOTAL AV. \$59,000
09		692750		692750	OTHER IMP. <td>N.C.</td>	N.C.
00		939000		939000	TOT. BLDG. VAL. <td>TOT. MV O.S.</td>	TOT. MV O.S.

PORTION	METHOD CLASS				LAND USE CODE	QUANTITY	RATE	VALUE	CONTIGUOUS	WATERFRONT						VIEW		RD.	TOPOGRAPHY				AMEI											
	SITE	SQ. FT.	FRONT FT.	ACRES						FOREST	O. SPACE	IMPROVED	UNIMPROVED	BHD C R L	LOW BANK	MED BANK	HIGH BANK	BEACH A.	TIDELDS.	OYSTER L.	MARINE	TERRITO	UNOBS.	OBS.	ASPHALT	GRAVEL	CLEAR	WOODED	LOW & WET	LEVEL	SLOPING	ROLLING	WELL	COMM. WAT.
					7650	900	700	630,000																										
						274	500	177,000																										
						440	300	132,000																										
						11.38																												

METHOD RATE VALUE \$



Melody Peterson
Mason County Assessor 411 N 5TH ST Shelton, WA 98584

[Assessor](#) [Treasurer](#) [Appraisal](#) [MapSifter](#)

Parcel

Parcel#: 32021-32-60570 **Owner Name:** PORT OF SHELTON
DOR Code: 91 - Undeveloped - Land **Address1:** 21 W SANDERSON WAY
Situs: **Address2:**
Map Number: **City, State:** SHELTON WA
Status: EXEMPT FULL YEAR **Zip:** 985841279
Description: T.L. LOTS 257-261 INCL
Comment:

2016 Market Value

2016 Taxable Value

2016 Assessment Data

Land:	\$75	Land:	\$0	District:	0070 - Tax District 0070
Improvements:	\$0	Improvements:	\$0	Current Use/DFL:	No
Permanent Crop:	\$0	Permanent Crop:	\$0		
Total	\$75	Total	\$0	Total Acres:	0.01000

Ownership

Owner's Name	Ownership %
PORT OF SHELTON	100 %

Sales History

No Sales History

Historical Valuation Info

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable
2016	PORT OF SHELTON	\$75	\$0	\$0	\$75	\$75	\$0
2015	PORT OF SHELTON	\$70	\$0	\$0	\$70	\$70	\$0
2014	PORT OF SHELTON	\$70	\$0	\$0	\$70	\$70	\$0
2013	PORT OF SHELTON	\$70	\$0	\$0	\$70	\$70	\$0
2012	PORT OF SHELTON	\$100	\$0	\$0	\$100	\$100	\$0

[View Taxes](#)

Parcel Comments

No Comments Available

Property Images

No images found.

SIZE	MOBILE HOME	PORT OF SHELTON	0070
MAKE		FIELD SHEET 10001:	
MODEL		CHANGE DATE 1/29/08	APPR DATE 12/11/07
SERIAL NO.		NEIGHBORHOOD	REVAL CD 4
USE CODE	9150	T.L. LOTS 257-261 INCL	
PARCEL NO.	22021 3E 60570		
ASSOC. R/P PARCEL NO.			

BUILDING TYPE	CONTACT	CONDITION	BUILDING LIFE
DATE BUILT	RENTER	CONSTRUCTION	STYLE
BLDG. USE CODE	REMODEL DATE	EFFECTIVE AGE	MARKET MODIFIER

CHARACTERISTICS	PLUMBING	FLOORING	BUILT-INS
QUALITY	SINK	FLOOR CONST.	ALLOWANCE
EXTERIOR	W.H.	FLOOR COVER ALLOW	RANGE-OVEN
ROOF COVER	LAV.	TYPE %	DISHWASHER
FOUNDATION	TOILET	TYPE %	GARB. DISP.
	SHOWER	HEAT	TRASH COMP.
BEDROOMS	TUB SHOWER	HEAT-COOL	REF.
BATHS	OTHER	FIREPLACE(S)	
	TOTAL		INTERCOM
			VACUUM
			MICROWAVE
			HOT TUB
			SAUNA
			HOOD & FAN

BLDG. SIZE	BASEMENT	GARAGES	CARPORTS	PORCHES
1st FLR. []	BSMT. QUAL.	GAR. QUAL.	C.P. QUAL.	PRCH. QUAL.
1/2 FLR. []	BSMT. TOT. []	ROOFING	ROOF CVR.	CONC. []
2nd FLR. []	FINISH []	EXTERIOR	C.P. []	DECK []
3rd FLR. []	FIN. QUAL.	GAR. TOT. []	DIRT FL.	BALC. []
SPLIT LEV. []	MISCELLANEOUS	GAR. TYPE	DEPR.	ROOF []
ATTIC []	ASPH. []	DEPR.	SITE VALUE	ROOF TYPE
	CONC. []		WELL	ENCL. []
	SKIRT MH		SEPTIC	DEPR.

ASSESSED VALUATION RECORD					REP. COST	MH/OTHER BLDG.
A.Yr.	CURR. USE MKT.	LAND	IMPROVEMENT	TOTAL	% DEPR.	LUMP SUM
07					% COMP. <td>LAND VAL. 100</td>	LAND VAL. 100
08					ADJ. BLDG. VAL. <td>TOTAL AV. 100</td>	TOTAL AV. 100
09					OTHER IMP. <td>N.C.</td>	N.C.
10		100		100	TOT. BLDG. VAL.	TOT. MV O.S.

METHOD	CLASS	LAND USE CODE	QUANTITY	RATE	VALUE	CONTIGUOUS	WATERFRONT						VIEW		RD.	TOPOGRAPHY				AMEN.							
							BHD	C.R.L.	LOW BANK	MED. BANK	HIGH BANK	BEACH A.	TIDELDS.	OYSTER L.		MARINE	TERRITO	UNOBS.	OBS.	ASPHALT	GRAVEL	CLEAR	WOODED	LOW & WET	LEVEL	SLOPING	ROLLING
			9150	.01	100	1																					
										</																	

PORT OF SHELTON
 PO BOX 517
 SHELTON, WA 98584

32021 32 60570

PORT0300

0070

19 Sale _____ Bldg _____
 19 Sale _____ Bldg _____
 19 Sale _____ Bldg _____
 19 Sale _____ Bldg _____

T.L. LOTS 257-261 INCL

FS 10001

UPLAND _____ WATERFRONT

PORT0300

TOPOG: LEVEL RLLNG _____ SLOPE Slight TIMBER Miv CLEAR _____
 BANK Low to Med BEACH Gravel STAIR _____ BLKHD _____ BCH ACC Yes
 VIEW Unobs. Marine ACCESS Walker mt Rd Paved DRAIN Poor Avg WATER _____ SEWER _____

REMARKS: _____

19 _____
 WF @ T _____
 @ T _____
 @ T _____
 WFA @ T _____
 IMP @ T _____
 @ T _____
 UNI @ T _____
 @ T _____
 @ T _____
 TBR @ T _____
 TOTAL _____
 AV _____

19 90
 WF 900' @ 500 T 450,000
354 @ 375 T 132,750
440 @ 250 T 110,000
 WFA @ T _____
 IMP @ T _____
 @ T _____
 UNI @ T _____
 @ T _____
 @ T _____
 TBR @ T _____
 TOTAL _____
 AV 692,750

19 _____
 WF @ T _____
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 WFA @ T _____
 IMP @ T _____
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 UNI @ T _____
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 TOTAL _____
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19 _____
 WF @ T _____
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 WFA @ T _____
 IMP @ T _____
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 UNI @ T _____
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 TBR @ T _____
 TOTAL _____
 AV _____

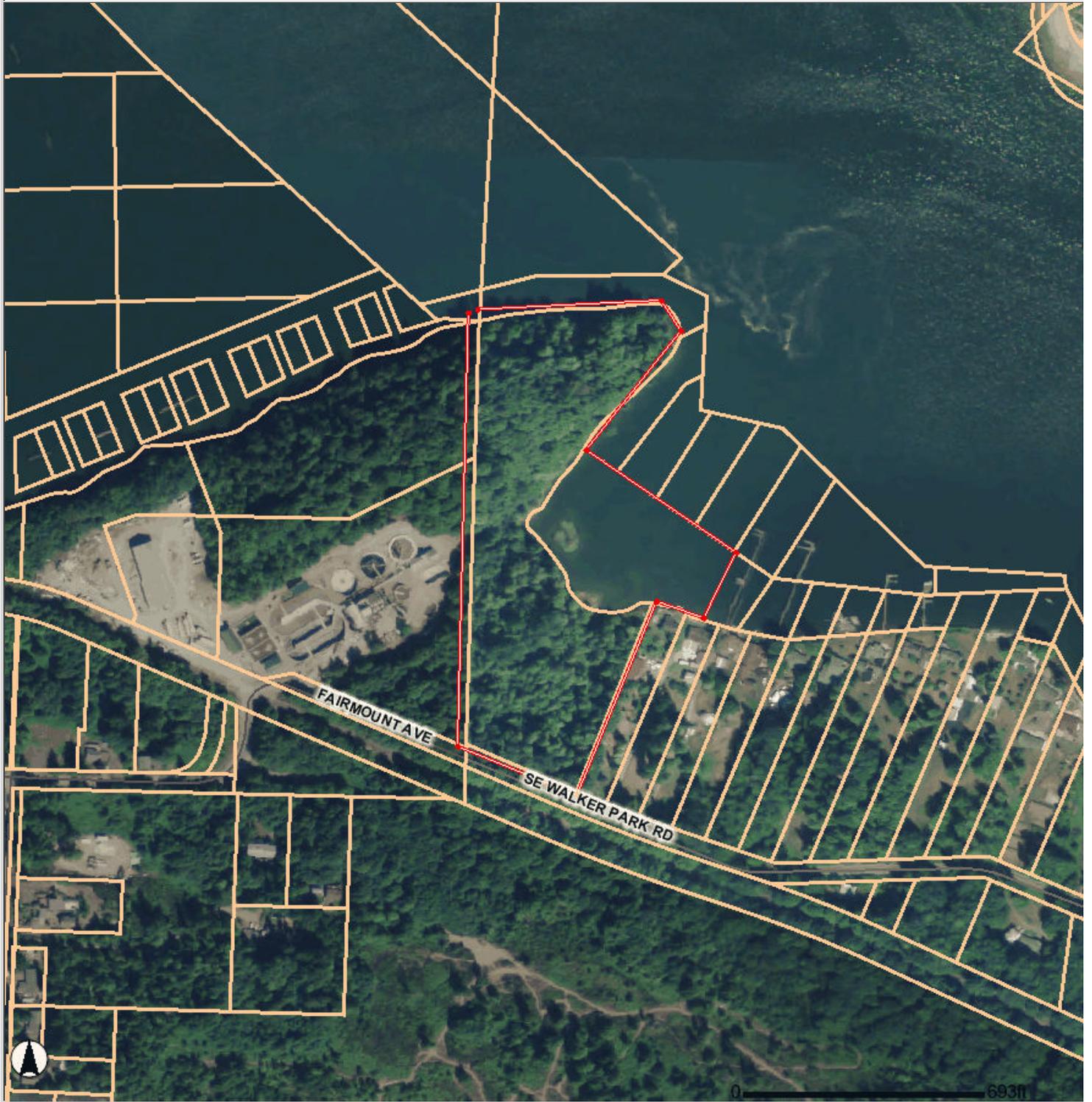
19 _____
 WF @ T _____
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 WFA @ T _____
 IMP @ T _____
 @ T _____
 UNI @ T _____
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 TBR @ T _____
 TOTAL _____
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19 _____
 WF @ T _____
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 WFA @ T _____
 IMP @ T _____
 @ T _____
 UNI @ T _____
 @ T _____
 @ T _____
 TBR @ T _____
 TOTAL _____
 AV _____

YR	OYSTER	VALUE	TIMBER	VALUE	UNIMPD	VALUE	IMPRVD	VALUE	BLDING	TOTAL

10001

Mason County Map



ALTA Commitment Form
COMMITMENT FOR TITLE INSURANCE
Issued by
STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

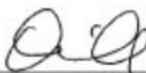
All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:



Authorized Countersignature

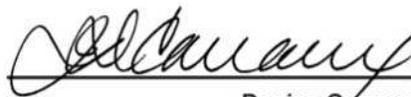
Mason County Title Company
130 W Railroad
PO Box 278
Shelton, WA 98584
(360) 426-9713

stewart
title guaranty company





Matt Morris
President and CEO



Denise Carraux
Secretary



CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.



Mason County Title Company
130 W Railroad
PO Box 278
Shelton, WA 98584

MCTC Order Number: 123646

Title Officer: Kim Masteller
Phone Number: (360) 426-9713 Ext. 203
kim.m@masoncountytile.com

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

1. Effective Date: November 24, 2015 at 8:00 A.M.

2. Policy Or Policies To Be Issued:

- (X) ALTA OWNER'S POLICY, (6/17/06)
(X) STANDARD () EXTENDED

Table with 2 columns: Category (Amount, Premium, Other, Tax, Total) and Value (To Be Determined, \$0.00, \$0.00)

Proposed Insured:
Capitol Land Trust, a Washington nonprofit corporation

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

Fee Simple

4. Title to said estate or interest in said land is at the effective date hereof vested in:

Port of Shelton, a Washington municipal corporation

5. The land referred to in this commitment is located in the County of Mason, State of Washington, and described in Exhibit "A":

**SCHEDULE B
PART I**

Standard Requirements

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.

Note: Effective January 1, 1997, and pursuant to amendment of Washington State Statutes relating to Standardization of Recorded Documents, the following format and content requirements must be met. Failure to comply may result in rejection of the document by the recorder:

Format:

Margins to be 3" on top of first page, 1" on sides and bottom, 1" on top, sides and bottom of each succeeding page.

Font size of 8 points or larger and paper size of no more than 8 ½" by 14".

No attachments on pages such as stapled or taped notary seals, pressure seals must be smudged.

Information which must appear on the first page:

Title or titles of document. If assignment or reconveyance reference to auditor's file number of subject deed of trust.

Names of grantor(s) and grantee(s) with reference to additional names on following page(s), if any.

Abbreviated legal description (lot, block, plat name or section, township, range and quarter quarter section for unplatted).

Assessor's tax parcel number(s)

Return address which may appear in the upper left hand 3" top margin

End of Standard Requirements

SCHEDULE B PART II

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.

Standard Exceptions:

1. Taxes or assessments which are not shown as existing liens by the public records.
2. (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matters described (i), (ii) & (iii) are shown in the public records; (iv) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
3. Rights or claims of parties in possession not shown by the public records.
4. Easements, claims of easement or encumbrances which are not shown by the public records.
5. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises and which are not shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished imposed by law and not shown by the public records.
7. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges for sewer, water, electricity or other utilities, or for garbage collection and disposal.
8. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government, or riparian rights, if any.

End of Standard Exceptions

**SCHEDULE B
PART II**

Special Exceptions:

1. 2015 Real Estate Taxes paid in full;
Original amount: \$00.00
Parcel No.: 32021 51 00001

2015 Real Estate Taxes paid in full;
Original amount: \$00.00
Parcel No.: 32021 32 60570

Said taxes as billed for the current year reflect an exemption for a municipal corporation. Any change in ownership of said premises which does not qualify for a continuance of the exemption will result in a prorated tax assessment of an amount unknown, as computed without reduction for said exemption. Contact the Mason County Assessor (360) 427-9670 ext. 475 at least five (5) business days prior to the closing of any sale for revised tax assessments.

2. Excise Tax in the amount of 1.78% of the sales price (plus an additional \$5.00 effective July 1, 2005), due and payable to the Mason County Treasurer at the time of sale. (Assessed Value(s): \$638,590.00)

3. As to Parcel 1:

WAIVER OF DAMAGES.

To: Northern Pacific Railway Company

Recorded: December 27, 1924

Auditor's File No.: 44235

Whereby the grantors waived all claims and demands for damages sustained by reason of the location, construction, maintenance and operation of a railway.

Refer to instrument for a more particular statement

4. As to Parcel 1:

MINERAL RESERVATIONS.

Reserved By: Puget Mill Company, a corporation.

Recorded: March 9, 1929 and September 30, 1932

Auditor's File Nos.: 58262 and 70078

Being a reservation of the full, complete and absolute rights to all oils, gases, coal, fossil, metals and minerals of every name and nature which may be in or upon said land or any part thereof, with right of entry to prospect, explore, take, mine and remove same, provided grantees shall be reasonably compensated for all damage done to the surface of said land and the improvement thereon.

5. As to Parcel 2:

RESERVATIONS – FIRST CLASS TIDELANDS.

Reserved By: State of Washington (by applicable Washington statute)

Volume 8 of O.L., page 64.

Volume 51 of Deeds, page 37

Auditor's File Nos. 11340 and 54812

Reserving all oils, gas, coal, ores, minerals and fossils, together with the right to enter, develop and remove same, provided, that prior to said development the State shall pay the landowner all damages sustained by said entering; ALSO, the right to use said first-class tidelands for ingress and egress for lumbering and/or logging railroads or other easements necessary for moving timber, stone, minerals and other products from other lands, after reasonable compensation has been paid.

6. As to Parcel 2:

Subject to the effects of Boundary Line Agreement recorded August 9, 1962, Auditor's File No. 194598.

Refer to instrument for a more particular statement.

7. EASEMENT. Subject to an easement for maintaining, repairing or renewing a pipeline, 15 feet in width, as granted to the City of Shelton, in instrument recorded September 21, 1977, Auditor's File No. 334286. Refer to instrument for a more particular statement.

8. As to Parcel 1B:
 RESERVATIONS - SECOND-CLASS TIDELANDS.
 Reserved By: State of Washington (by applicable Washington statute)
 Judgment and Decree entered November 14, 1985 in the Superior Court of Washington for Mason County, Cause No. 85-2-00236-2
 Reservation as follows: All oils, gas, coal, ores, minerals and fossils, together with the right to enter, develop and remove same, provided, that prior to said development the State shall pay the landowner all damages sustained by said entering; any the right to use said land for ingress and egress for lumbering and/or logging railroads or other easements necessary for moving timber, stone, minerals and other products from other lands, after reasonable compensation has been paid; all as provided by applicable Washington statute.

9. Subject to the effects, if any, of AQUATIC LANDS OUTFALL EASEMENT recorded June 28, 2011, Auditor's File No. 1975718, between the Washington State Department of Natural Resources and the City of Shelton. Refer to instrument for a more particular statement.

10. We note a record of survey affecting the subject property.
 Recorded: April 16, 2012.
 Volume 38 of Surveys, page 203.
 Auditor's File No. 1987917.
 Refer to instrument for a more particular statement.

End of Special Exceptions

Notes

The following matters will not be listed as special exceptions in Schedule B of the policy. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy.

1. Property Address: None Assigned, WA

2. NOTE: For your convenience, a possible abbreviated legal description (the actual abbreviated description used will not affect the insurability of the forthcoming documents) for this may be:

 Lots 1 to 5, Alder Creek Tracts & PTN Gov Lot 8, 21-20-3 and Shelton T.L. Lots 257 to 261

Copies To:

Capitol Land Trust
209 4th Ave E Ste 205
Olympia WA 98501
Attention: Laurence Reeves

EXHIBIT "A"
LEGAL DESCRIPTION

Order No.: 123646

Parcel 1:

A) Lots one (1) to five (5), both inclusive, Alder Creek Tracts, Volume 4 of Plats, page 22, records of Mason County, Washington, AND all that portion of Government Lot eight (8), Section twentyone (21), Township twenty (20) North, Range three (3) West, W.M., which lies Westerly of the Westerly line of the Plat of Alder Creek Tracts and Northerly of the Northerly line of Bay Avenue, as shown on said plat, extended Westerly.

B) All those portions of the tidelands of the First Class, formerly owned by the State of Washington, lying Northerly and Easterly of Lots one (1) to five (5), both inclusive, Alder Creek Tracts, Volume 4 of Plats, page 22, records of Mason County, Washington, and lying Southerly and Westerly of Tideland Lots Nos. 257, 258, 259, and 260 of the Supplemental Map of Shelton Tidelands, as shown on the official map of said tidelands on file in the office of the Commissioner of Public Lands (now Department of Natural Resources) at Olympia, Washington, and lying Westerly of the line between Lots five (5) and six (6) of said plat extended Northerly to the Southerly line of said Tideland Lots, and lying Southerly of the Northerly line of said Tideland Lot 257 extended Westerly to the line of mean high tide.

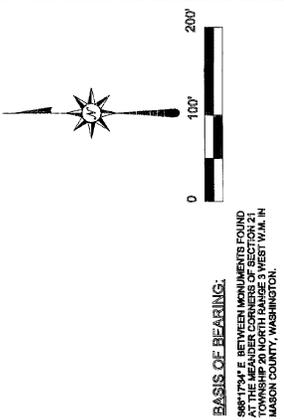
Parcel No. 32021 51 00001

Parcel 2:

Tideland Lots Nos. 257, 258, 259, 260 and 261, of the Supplemental Map of Shelton Tidelands, as shown on the official map of said tidelands on file in the office of the Commissioner of Public Lands (now Department of Natural Resources) at Olympia, Washington.

Parcel No. 32021 32 60570

**RECORD OF SURVEY
A PORTION GOVERNMENT LOT 8 (NW1/4 OF SW1/4)
SECTION 21 TOWNSHIP 20 NORTH RANGE 3 WEST, W.M.,
MASON COUNTY, WASHINGTON.**



BASIS OF BEARING:
MARCH 2012
FOUND DMS 3-104° 44'
FOUND STCD
CONCRETE REF #2
1" PIPE

LEGAL DESCRIPTION: (A PORTION OF)
TRACTS ONE (1) TO FIVE (5), BOTH INCLUSIVE, ALDER CREEK TRACTS,
ACCORDING TO THE RECORDED PLAT THEREOF IN THE OFFICE OF THE
AUDITOR FOR MASON COUNTY, WASHINGTON, VOLUME 4 OF PLATS, PAGE 22,
TOWNSHIP 20 NORTH, RANGE 3 WEST W.M., WHICH LIES WESTERLY OF THE
WESTERLY LINE OF THE PLAT OF ALDER CREEK TRACTS, ACCORDING TO THE
RECORDED PLAT FOREGOING AND PART OF THE SOUTHERLY LINE OF
BAY AVENUE, AS SHOWN ON SAID PLAT, EXTENDED WESTERLY.

(2) TIDELANDS LOTS NOS. 267, 268, 269, 280 AND 281, AS SHOWN ON THE
SHEET OF SAID TIDELANDS LOTS, FILED IN THE OFFICE OF THE
CLERK OF STATE LAND COMMISSIONER AT OLYMPIA, WASHINGTON,
MARCH 14, 1883, LYING AND BEING IN FRONT OF SECTION 21, TOWNSHIP 20
NORTH, RANGE 3 WEST, W.M.

(3) DESCRIPTION OF QUARTER (TITLE) OF TIDELANDS AS DESCRIBED IN
SUPERIOR COURT CAUSE NO. 85-2-00283-2, MASON COUNTY, WASHINGTON,
THOSE PORTIONS OF TIDELANDS LYING NORTHERLY AND EASTERLY OF
LOTS 1, 2, 3, 4, AND 5 OF THE PLAT OF ALDER CREEK TRACTS OF
MASON COUNTY, WASHINGTON, AND LYING WESTERLY OF THE LINE BETWEEN
SECTION 21 AND SECTION 22, TOWNSHIP 20 NORTH, RANGE 3 WEST, W.M.,
WESTERLY OF SHELTON TIDELANDS LOT 289, AND LYING SOUTHERLY AND
SOUTHERLY OF SHELTON TIDELANDS LOTS 287, 288, 289, AND LYING
WESTERLY TO THE LINE OF MEAN HIGH TIDE.

NOTE:
THE SURVEY OF THE UPLANDS WAS PERFORMED BY RETRACING
THE PREVIOUS RECORD OF SURVEY BY DAN HOLMAN IN DECEMBER, 1980,
PAGE 165, RECORDS OF MASON COUNTY, WASHINGTON.

REFERENCE SURVEYS:
1) RECORD OF SURVEY AS RECORDED IN VOLUME 7 OF
PLATS, PAGE 22, RECORDS OF MASON COUNTY, WASHINGTON.
2) RECORD OF SURVEY AS RECORDED IN VOLUME 21 OF
SURVEYS, PAGES 198 THRU 222, RECORDS OF MASON COUNTY, WASHINGTON.
3) RECORD OF SURVEY AS RECORDED IN VOLUME 10, PAGES 180 THRU 189
RECORDS OF MASON COUNTY, WASHINGTON.
4) RECORD OF SURVEY AS RECORDED IN VOLUME 4 OF
PLATS, PAGE 22, RECORDS OF MASON COUNTY, WASHINGTON.

NOTE:
THIS SURVEY OF THE UPLANDS WAS PERFORMED BY RETRACING
THE PREVIOUS RECORD OF SURVEY BY DAN HOLMAN IN DECEMBER, 1980,
PAGE 165, RECORDS OF MASON COUNTY, WASHINGTON.

SURVEYOR'S NOTE:
IN MY PROFESSIONAL OPINION THE PLAT OF ALDER CREEK TRACTS WAS AN
EFFECTIVE MEANS OF DIVIDING LAND INTO ALDER CREEK TRACTS AND
GOVERNMENT MEANDER LINE IN CONDUCTING MY SURVEY THIS DATE TO
MY ATTENTION WHEN LAYING OUT THE UPLAND LOTS 287, 288, 289, 290,
CONNECT THE TIDE LANDS FOR THE PORT OF SHELTON, HOWEVER IN THE
COURSE OF THE MEANDER LINE SHOWN ON THE EXISTING LOT LINE FROM
THE PREVIOUS RECORD OF SURVEY TO INTERSECT THE SOUTHERLY LINE
OF TIDELANDS LOT 289 AND PART OF THE SOUTHERLY LINE OF TIDELANDS
LOT 288, AS SHOWN ON THE PLAT OF SAID TIDELANDS LOTS, FILED IN
MASON COUNTY, WASHINGTON, THIS DATE THIS DOES NOT INTERFERE WITH LOT 289 BUT
ON LOT 288.

EQUIPMENT AND PROCEDURE:
CONVENTIONAL FIELD SURVEYING METHODS AND INSTRUMENTS AS
ACCURACY STANDARDS AS SET FORTH IN WAC 352-130-006

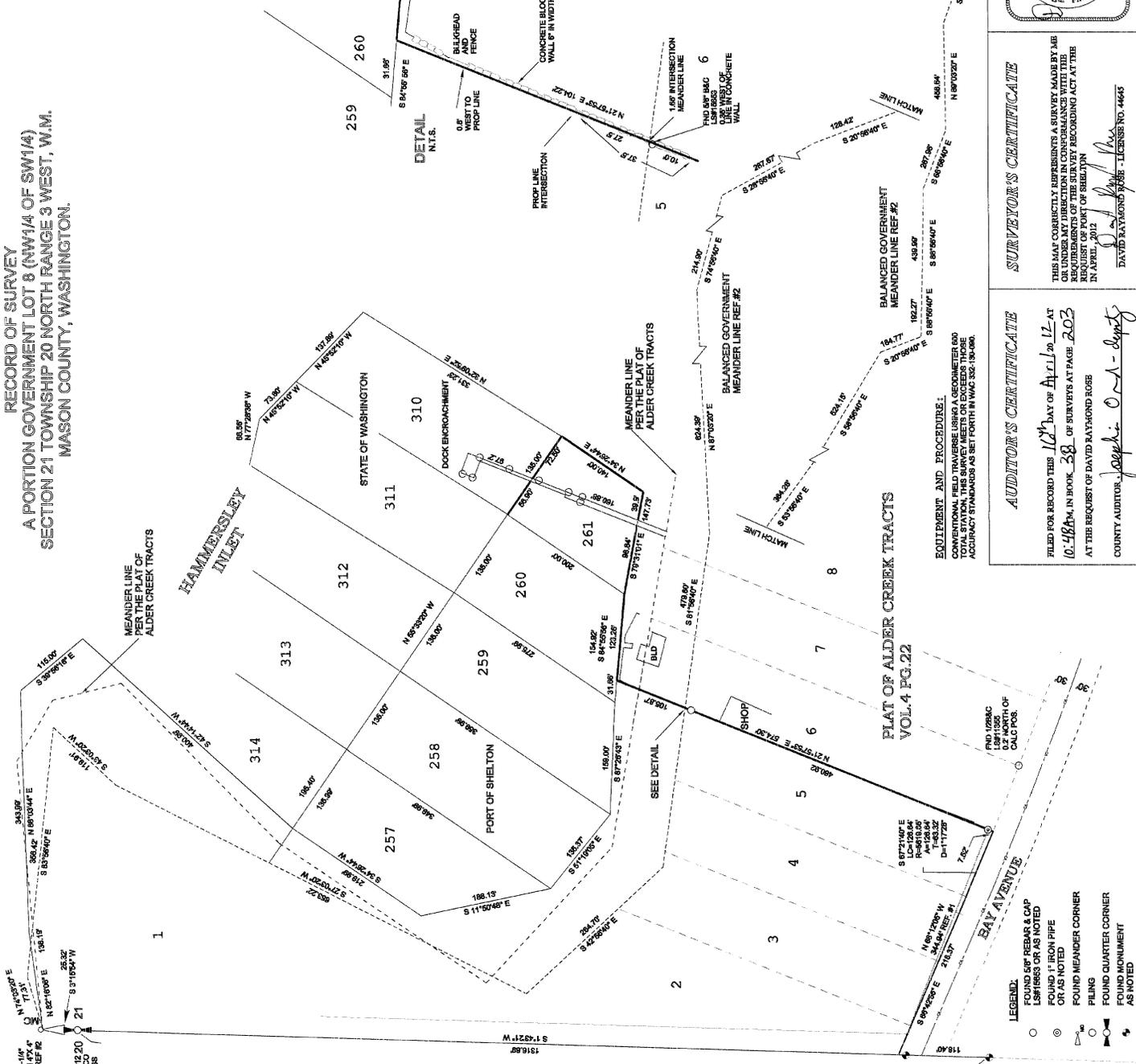
LEGEND:
FOUND 5/8" REBAR & CAP
FOUND 1" IRON PIPE
OR AS NOTED
FOUND MEANDER CORNER
PILING
FOUND QUARTER CORNER
FOUND MONUMENT
AS NOTED

DATE: MARCH 2012
JOB NO.: 203
DRAWN BY: D. ROBBE
CHECKED BY: D. ROBBE
SCALE: 1" = 150'

DR LAND SURVEYING
PROFESSIONAL LAND SURVEYING
D. ROBBE
2030 1ST AVE. S.E.
MASON, WA 98901
(509) 437-8374
d.robbe@drland.com

AUDITOR'S CERTIFICATE
FILED FOR RECORD THIS 14th DAY OF April 2012 AT
0:48 AM IN BOOK 38 OF SURVEYS AT PAGE 203
AT THE REQUEST OF DAVID RAYMOND ROBE
COUNTY AUDITOR, *David Raymond Robe*
DAVID RAYMOND ROBE - LICENSE NO. 44645

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 SHELTON
IN APRIL, 2012
David Raymond Robe
DAVID RAYMOND ROBE - LICENSE NO. 44645



MARCH 2012
FOUND DMS 3-104° 44'
FOUND STCD
CONCRETE REF #2
1" PIPE

MARCH 2012
FOUND STCD
CONCRETE REF #2
1" PIPE

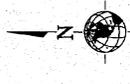
MARCH 2012
FOUND STCD
CONCRETE REF #2
1" PIPE

MARCH 2012
FOUND STCD
CONCRETE REF #2
1" PIPE

Vol. 38 Pg. 203 AF# 1987917

1987917 MASON CO WA

RECORD OF SURVEY
 DNR APPLICATION NO. 91-081318
 FOR AQUATICS LAND OUTFALL EASEMENT, IN
 SEC. 21, TWP 20 N, RGE. 3 W. W.M.
 MASON COUNTY, WA



100 0 50 100 200
 SCALE
 1 INCH = 100 FEET

BASIS OF BEARINGS:
 NORTH 07°47'18" EAST BETWEEN A MONUMENT FOUND AT THE SOUTHWEST CORNER GOVERNMENT LOT 8 IN SECTION 21, T20N, R03W, W.M., AND A MONUMENT FOUND AT THE SOUTHWEST CORNER OF SECTION 21, T20N, R03W, W.M.
 DATUM: HORIZ. - WASHINGTON STATE PLANE COORDINATES, SOUTH ZONE NAD 83/91, PER TRIES TO NAD00 "BIG WHEEL" AND "GPS 23003-026" VERT. - NAD028, PER CORPUS CONVERSION USING SAME MONUMENTS

LEGEND

- MONUMENT FOUND AS NOTED
- MONUMENT CALCULATED AS NOTED
- (R) RECORD BEARING AND/OR DISTANCE
- (M) MEASURED BEARING AND/OR DISTANCE
- (TPOB) TRUE POINT OF BEGINNING
- ▨ EASEMENT AREA WITHIN TOBELANDS
- ▨ EASEMENT AREA WITHIN BEDLANDS
- CONTOUR LINE

WS2017 "BIG WHEEL"
 NAD83 EL. = 588337.60
 NAD08 EL. = 155.62
 NAD29 EL. = 152.17
 NAD83 EL. = 152.17
 BRASS DISK IN CONCRETE BASE OF A MONUMENT NEW AREA

METHOD OF SURVEY:
 2008 THROUGH MAY 2012 USING TOPCON GC-3 RIX GPS TECHNIQUES AND CONVENTIONAL TRAVERSING USING LEICA 1103 TOTAL STATION INSTRUMENTS. CONTOUR LINES SHOWN PER BATHYMETRIC TIES AS NOTED MARCH 2008. CONTOUR LINES EXCEEDS ACCURACY REQUIREMENTS OF WAC 332-130-090.

REFERENCE SURVEYS:
 1. RECORD OF CORNER BY HOLMAN AND ASSOCIATES DATED FEBRUARY 17, 1955, RECORDS OF MASON COUNTY, WASHINGTON, 357195, VOLUME 7, PAGE 155.
 2. RECORD OF SURVEY BY ROSS D. LOVITT AND ASSOCIATES DATED DEC. 20, 1977, RECORDED UNDER AUDITOR'S FILE NO. 86004, VOLUME 5, PAGE 120, RECORDS OF MASON COUNTY, WASHINGTON.
 3. RECORD OF SURVEY BY HOLMAN AND ASSOCIATES DATED JULY 14, 1995, RECORDED UNDER AUDITOR'S FILE NUMBER 630574, VOLUME 21, PAGE 115, RECORDS OF MASON COUNTY, WASHINGTON.
 4. STATE OF WASHINGTON DNR SHELTON HARBOR AREA REPEAT BY LAURENCE J. HOLT DATED JAN. 27, 1937, RECORDED UNDER AUDITOR'S FILE NUMBER 641602, VOLUME 10 OF PLATS, PAGE 150 THROUGH 155, RECORDS OF MASON COUNTY, WASHINGTON.
 5. AQUATICS LEASE SURVEY BY HOLMAN AND ASSOCIATES DATED DEC. 30, 2005, RECORDED UNDER AUDITOR'S FILE NUMBER 1857467, VOLUME 31, PAGE 162, RECORDS OF MASON COUNTY, WASHINGTON.

EASEMENT DESCRIPTION:
 A 30 FOOT WIDE NONEXCLUSIVE EASEMENT FOR SANITARY SEWER OUTFALL LIVING OVER, UNDER, AND ACROSS THAT PORTION OF THE BEDLANDS AREA IN SECTION 21, TWP 20 N, RGE 3 W, W.M. AND INCLUDING THAT PORTION OF THE WEST 1/4 AND INCLUDING THAT PORTION OF TRACT 314 AND 315, PER SHELTON HARBOR AREA REPEAT OF JANUARY 1997, AS RECORDED IN VOLUME 10 OF PLATS, PAGES 150 THROUGH 155, RECORDS OF MASON COUNTY, WASHINGTON LING 15 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

COMMENCING AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 8 WHICH IS 136.78 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 21;
 THENCE NORTH 01°43'54" EAST, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 8 A DISTANCE OF 748.24 FEET TO THE CENTERLINE OF AN EXISTING OUTFALL PIPE; THENCE S 88°52'15" WEST, ALONG SAID OUTFALL PIPE LOCATION PLAN AND PROFILE SHEET FOR THE CITY OF SHELTON, WASHINGTON, WASTEWATER FACILITY IMPROVEMENTS, DATED APRIL, 1977 BY KRAMER, CHIN AND MAYO, INC.; THENCE S 71°04'00" WEST, ALONG SAID CENTERLINE 145.8 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 653.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE AND CENTERLINE AN ARC LENGTH OF 126.29 FEET, THROUGH A CENTRAL ANGLE OF 12°48'25"; THENCE CONTINUING ALONG SAID CENTERLINE NORTH 44°59'06" EAST 15.41 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 527.00 FEET; THENCE CONTINUING ALONG SAID CENTERLINE NORTH 44°59'06" EAST 299.56 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 98.61 FEET, THROUGH A CENTRAL ANGLE OF 10°00'00"; THENCE NORTH 34°59'06" EAST, ALONG SAID CENTERLINE 563.78 FEET TO THE TERMINUS OF SAID CENTERLINE.

THE SIDELINES OF THE ABOVE DESCRIBED EASEMENT SHALL BE LENGTHENED AND/OR SHORTENED AT CURVE CHANGES SO AS TO TERMINATE AT THEIR RESPECTIVE INTERSECTIONS.

LINE TABLE

Line #	Length	Direction
L1	25.31	N02°21'48"E
L2	17.05	N73°34'57"E
L3	70.25	N46°42'18"E
L4	104.17	S02°52'33"W
L5	56.67	N62°24'11"E
L6	30.07	S72°27'29"E
L7	0.48	S55°30'07"E

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 _____ CITY OF SHELTON IN MAY OF 2012.

AUDITOR'S CERTIFICATE
 FILED FOR RECORD THIS 30th DAY OF May 2012, AT THE OFFICE OF THE COUNTY AUDITOR.
 AT THE REQUEST OF Eric L. Freeman
 AUDITOR'S FILE NO. 1989963
 Josephine O. Deputy

INDEX DATA
 SW 1/4
 S21, T20N, R3W
 MASON COUNTY, WASHINGTON

2102-12-5

5-21-2012

DATE

DATE

DATE

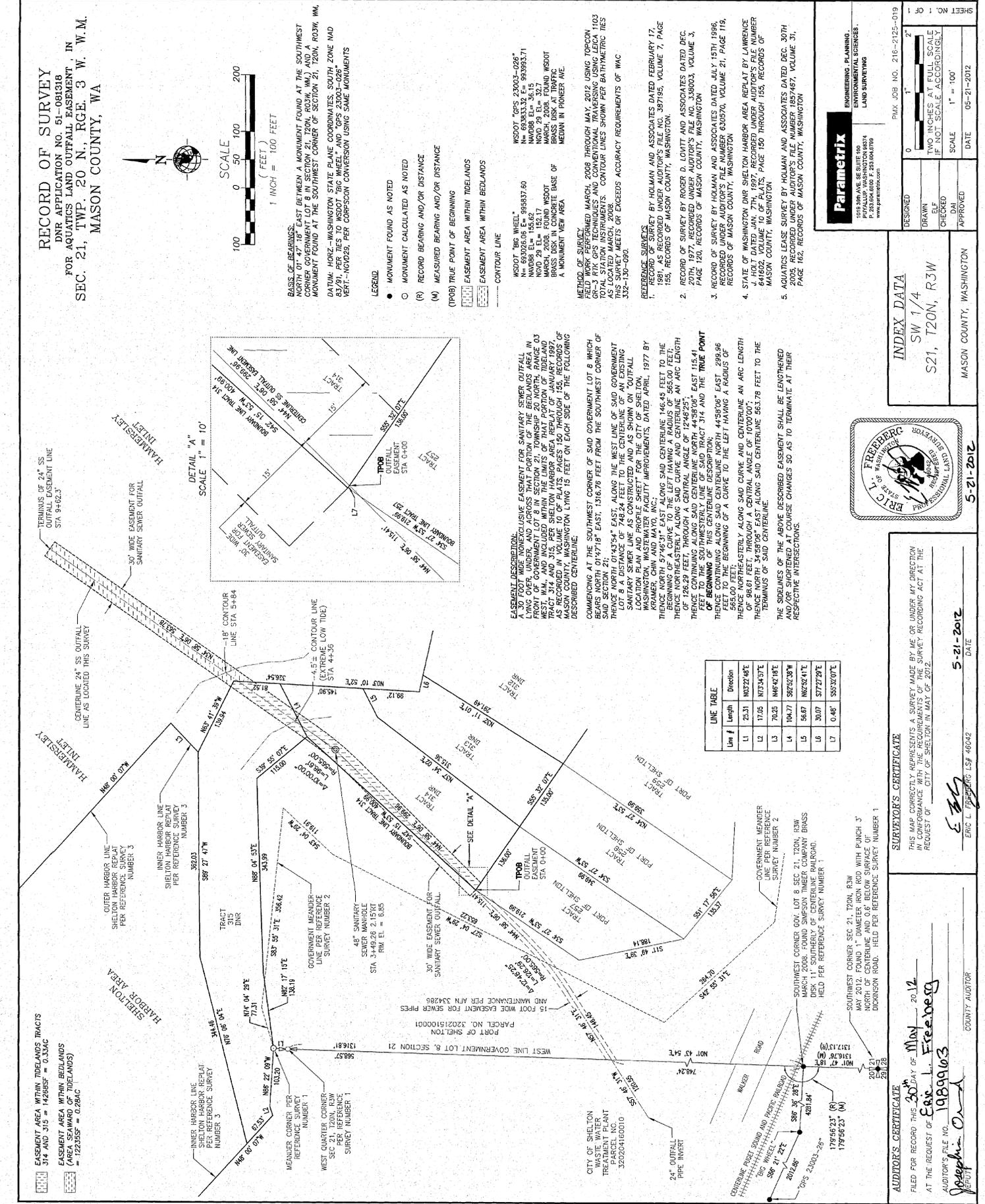
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STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

WHAT DO/DOES THE Mason County Title Company DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Mason County Title Company, and its affiliates (" N/A "), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Mason County Title Company, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies.	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices

How often do/does Mason County Title Company notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do/does Mason County Title Company protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do/does Mason County Title Company collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us

If you have any questions about this privacy notice, please contact us at: Mason County Title Company, 124 N 2nd Street, PO Box 278, Shelton, WA 98584

State of Washington.

11360

In consideration of seventy and no/100 (\$70.00) Dollars, the receipt of which is hereby acknowledged, the State of Washington does hereby grant, bargain, sell and convey unto J. J. Cruson, of Shelton, Mason County, Washington, his heirs and assigns, the following described tide land of the first class, situate in front of the city of Shelton, in Mason County, Washington, to wit:

All of Lots Numbered Two hundred fifty seven (257) and Two hundred fifty eight (258), as shown on the official maps of Shelton Tide Lands, filed in the office of the Board of State Land Commissioners at Olympia, Washington, on the 14th day of March, 1893.

Subject, however, to any lien or liens that may arise or be created in consequence of or pursuant to the provisions of any act of the Legislature of the State of Washington, entitled an Act prescribing the ways in which waterways for the uses of navigation may be excavated by private contract, providing for liens upon tide and shore lands belonging to the state, granting rights of way across lands belonging to the state, approved March 9, 1893.

To have and to hold the said premises, with their appurtenances, unto the said J. J. Cruson, his heirs and assigns forever.

Witness the Seal of the State this 6th day of February, 1901.

J. P. Rogers, Governor.

Attest: Sam H. Nichols Secretary of State.

By H. A. Nichols chf. clk.

State Record of Tide Land Deeds, Volume 2, Page 368.

Filed & recorded at request of Grantee, Feb. 25, 1901 at 11 o'clock P. M.

A. L. Bell, County Auditor.

The Seal of the State of Washington. 1889.

Part of the Shelton

11362

State of Washington.

In consideration of Twenty three and 5/100 (\$23.50) Dollars, the receipt of which is hereby acknowledged, the State of Washington does hereby grant, bargain, sell and convey unto Henry Mc Dermid of Shelton, Washington, his heirs and assigns, the following described tide land of the second class, suitable for the cultivation of oysters, and being situate in Mason County, Washington, to wit:

Beginning at the quarter section corner (which is a meander corner) on line between Sections 33 and 34, run as follows: Thence N 50° E. 0.92 chains; N 50° E. 2.24 chains; N 40° W. 2.67 chains; N 10° W. 5 chains; N 40° E. 2.50

11364

(corp Seal)

Puget Mill Company
By W. H. Talbot, Its President
C. E. Helms, Secretary

Attest:

Ack. Dec. 16, 1924 by W. H. Talbot and C. E. Helms, Pres and Sec of the corp that executed that within and foregoing inst and ack the said inst to be the free and vol act and deed of said corp, for the uses and purposes therein mentioned and on oath stated that they were authorized to execute said inst and that the seal affixed is the corp seal of said corp., before James, Mason, N. P. in and for the City and County of San Francisco, State of California. Com Exp. Dec. 24/27.

(Notarial Seal)

Mail V. E. Williams, o/o N. P. Ry Co. Smith Bldg. Seattle

WARRANTY DEED

44235

Dec. 27, 1924 at 12:57 P. M. Vol 45 Deeds, Page *88*
Dec. 10, 1924

The Grantor, Alder Creek Lumber Company, a Washington Corporation, hereinafter referred to as "Lumber Company" does hereby for and in cons of Eight Hundred Fifty dollars (\$850.00) * * convey and warrant to the Northern Pacific Railway Company, a Wisconsin Corporation, hereinafter called "Railway Company" the fol des real estate in the County of Mason and State of Washington, to-wit:

A strip of land one hundred (100) feet in width, being fifty feet wide on each side of the center line of the main track of the Elma Branch Extension of the Railway Company as the same is now located, staked out and to be constructed over and across government lots five (5) six (6) seven (7) and eight (8) of Section Twenty one (21) in Township Twenty (20) North Range three (3) West of the Willamette Meridian, said strip of land containing eight and fifty four hundredths (8.54) acres, more or less.

The Lumber company reserves the right to cross said above des strip of land and track with a private road crossing at grade at or near railroad (~~crossing-intersecting~~) survey station Number 1935, the center line of said private crossing intersecting said located main track center line at a point distant nine hundred forty eight and six tenths (948.6) feet, more or less, northwesterly from its point of intersection with the South line of said section Twenty one. The Railway Company shall grade the approaches across said one hundred foot strip and construct a plank crossing between the rails. The Lumber Company also reserves the right to construct two additional private road crossings across said strip of land and track in government Lots seven (7) and eight (8) at points to be mutually agreed upon between the Railway Company and the Lumber Company.

The Lumber company reserves the right to construct tanks, at the sites of any springs on said above des strip of land provided the construction, operation and maintenance of said tanks does not in any way interfere with the construction, operation and maintenance of the Railway.

All merchantable timber on the above des strip of land is reserved by the Lumber Company, and the timber isto be placed on the land by the Railway Company on the northerly side of the above des strip of land, the Lumber Company to designate such logs as are to be saved.

The Railway Company agrees to keep its right of way fenced Said cons, also being in full settlement of all claims and demands, sustained by reason of the location, construction and maintenance and operation of said railway over and across said land.

(Corp Seal) Alder Creek Lumber Company,
By Gust Carlson, President
(\$1.00 R. S. Attest: Carl Carlson, Secretary
aff and can.)

Ack. Dec. 10, 1924 by Gust Carlson and Carl Carlson
Pres and Sec of the corp that executed the within and
foregoing inst and ack the said inst to be the free
and vol act and deed of said corp, for the uses and
purposes therein mentioned and on oath stated that
they were authorized to execute said inst and that the
seal affixed is the corp seal of said corp., before
P. L. Allen, N. P. in and for the State of Washington
res at Seattle in said State. (Notarial Seal)
Mail V. E. Williams, °/° N. P. Ry Co. Seattle Wn.

DEED ~~CONFIRMED~~ 44236
Dec. 27, 1924 at 12:58 P. M. Vol 45 Deeds, Page 89
Dec. 15, 1924

This deed, made * * * * * by Weyerhaeuser Timber
Company, a corporation of Tacoma, Washington, as the
Grantor, to Northern Pacific Railway Company, a public
service common carrier corporation, doing business in the
State of Washington, as the Grantee, Witnesseth:

That whereas, Weyerhaeuser Timber Company, the Grantor
herein is the owner of the West half of the Northwest
Quarter ($W\frac{1}{2}$ of $NW\frac{1}{4}$), the Southeast Quarter of the North
West Quarter ($SE\frac{1}{4}$ of $NW\frac{1}{4}$) and Lot Two (2) of Section
Seventeen (17) Township Nineteen (19) North, Range Three
(3) West in Mason County, Washington, all of the timber
and forest growth sit thereon, and the Grantee desires
a right of way across a portion thereof for the Elma
Branch Extension;

Now therefore, in cons of the sum of Two Hundred and
no/100 dollars in cash, * * * Weyerhaeuser Timber Company,
the Grantor herein, does hereby grant and convey to said
Northern Pacific Railway Company, the Grantee, the fol
des lands in Mason County, State of Washington, to-wit:

A strip of land one hundred (100) feet in width being
fifty (50) feet wide on each side of the center line of
the main track of the Elma Branch Extension of said
(Northern Pacific) Railway Company, as the same is
now located, staked out and to be constructed, over and
across the Southeast Quarter of the Northwest Quarter
($SE\frac{1}{4}$ of $NW\frac{1}{4}$) and over and across government Lot Two (2)
of Section seventeen (17) in Township Nineteen (19) North
of Range three (3) West of the Willamette Meridian, con-
taining Three and sixty eight hundredths (3.680) acres
more or less, as the said right of way herein granted is
marked and shown upon a blue print map designated as Exhibit
"A" and further identification by the signature of Geo. S.
Long, which is now referred to and made and part hereof.

The Grantor expressly saves, excepts and reserves out of
the grant hereby made, unto itself, its successors and
assigns, forever all oils, gases, coal, ores, minerals,
and fossils of ever name, kind or description, and which
may be in or upon said lands above des or any part thereof
and the right to enter and explore the same for such
oil, gases, coal, ores, minerals and fossils, and it also
hereby saves and reserves out of the grant hereby made,
unto itself, its successors * * * forever, all the right
to enter by itself, its agents, attorneys and servants
upon said lands or any part or parts thereof, at any and all
times, for the purpose of opening, developing and working

mines thereon, and taking out and removing therefrom all such oils, gases, coal, ores, minerals and fossils and to that end it further expressly reserves out of the grant hereby made, unto itself, its successors and assigns forever, the right by its or their agents, servants and attorneys at any and all times to erect, construct, maintain and use all such buildings, machinery roads and railroad, sink such shafts, remove such soil and to remain on said lands or any part thereof for the business of mining and to occupy as much of said land as may be necessary or convenient for the successful prosecution of such mining business, hereby expressly reserving to itself all rights to and over said land * * * * *

And it is expressly covenanted and agreed by the Grantor or its successors and assigns, that if they shall operate under these reservations, and if in so doing the Grantee or its successors * * * are injured or damaged hereby, the party operating under these reservations shall pay to the said Grantee, in full compensation thereof, a reasonable sum for the actual injuries or damages to the said land, to the corps or to the improvements thereon, the value of said damages to be determined by arbitration between the parties or by the adjudication of a court.

Excepting and reserving also to the Grantor and for its successors and assigns, and the Grantee hereby conveys to the Grantor, an easement for right of way over and across the lands herein conveyed to the Grantee, for the purpose of transporting logs and forest products cut from the lands of the Grantor herein before and across the right of way herein granted to the Grantee, at any point on the lands of the Grantor and at its sole and cost and expense upon grade, and providing that the use thereof shall in no way interfere with the use of said right of way by the Grantee herein or be in violation of any regulation or law of the United States or of the State of Washington.

Two Witnesses.
(Corp Seal)
\$.50 R. S. aff and can.

Weyerhaeuser Timber Company
By Geo. S. Long, President
Vice
W. L. McCormick, Secretary.

Ack. Dec. 17, 1924 by Geo L. Long Vice President of the Corp that executed the within and foregoing inst and ack the said inst to be the free and vol act and deed of said corp for the uses and purposes therein mentioned and on oath stated that ~~they~~ ~~were~~ authorized to execute said inst and that the seal affixed is the corp seal of said corp., before Alfred F. Firmin, N. P. in and for the State of Washington, Pierce County, res at Tacoma in said County.
(Notarial Seal)

(Blue Print Attached showing Route of Right of way)
Mail V. E. Williams, o/o N. P. Ry Co. Seattle Washington.

MARGINAL SATISFACTION 44237
Vol. 38 Mtges, Page 352. Auditor's File No. 440055
Satisfied and paid in full this 29th day of December 1924.
E. L. Kellogg, Auditor Annie May Fraser
Walter C. Schumacher, Thomas Fraser
Deputy.

WARRANTY DEED COMPARED 44238
Dec. 29, 1924 at 1:11 P. M. Vol 45 Deeds, Page 91
Dec. 29, 1924

The Grantors, Henry Krise and Mary Krise, h and w, for and in cons of the sum of Three Hundred fifty dollars (\$350.00) * * * convey and warrant unto Robert Weatherill a married man, the fol des real estate sit in the County of Mason, State of Washington, to-wit:

SAT COND SALE

54811

DEED 51 Deeds, Page
Apr. 13, 1928 at 4:15 P. M.
Apr. 4, 1928

54812

37

COMPARED

In consideration of Ninety five and no/100 Dollars ** the State of Washington does hereby grant, bargain, sell and convey unto J. B. Shelton, the fol des tide lands of the second class, situate in front of the City of Shelton in Mason County, Washington, to-wit:

All of Lots 259, 260 and 261 as shown on the official map of Shelton Tide Lands filed in the office of the Board of State Land Commissioners at Olympia, Washington, March 14, 1893.

Roland H. Hartley, Governor
Attest: A. M. Kitto, Assistant Secretary of State.

(Seal of the S of W)

Mail to J. B. Shelton, City.

DEED 51 Deeds, Page
Apr. 13, 1928 at 4:16 P. M.
Mar. 7, 1928

54813

COMPARED

37

In consideration of Three Hundred eighty and no/100 Dollars * * the State of Washington does hereby grant, bargain, sell and convey unto J. B. Shelton, his heris * * the fol des School Lands, sit in the County of Mason, Washington, to-wit:

Lot One (1) of Section Thirty six (36) Township Twenty one (21) North Range Two (2) West W. M. containing 38 acres more or less, according to the government survey thereof.

No reservations. Roland H. Hartley, Governor
Attest: J. Grant Hinkle, Secretary of State.

(Seal of the State of Washington)

Mail to J. B. Shelton, City.

COND SALE
ASSIGN COND SALE
CHAT MTGE
CHAT MTGE
COND SALE

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WARRANTY DEED 51 Deeds, Page
Apr. 14, 1928 at 9:50 A. M.
Aug 9, 1927

54819

COMPARED

38

This Indenture Witnesseth, That Bert Eldred, sometimes known as Bert E. Eldred and B. E. Eldred, ind and as Executor of the Estate of Emma C. Eldred, deceased, party of the first part, for and in cons of the sum of Ten and no*100 Dollars in hand paid by Ralph Teats, party of the second part, * * does grant, bargain, sell and convey unto the said party of the s4cond part, the following des real property, situate, lying and being in the County of Mason, State of Washington, to-wit:

Lot One (1) in Block Thirty four (34) and Lots One (1) and Twenty (20) in Block thirty three (33) Also that part of Second street as shown on the official plat thereof adjoining lot 1 in Block 33 and lot 1 in Block 34; Also all of Woodbridge Street as shown on the official plat thereof adjoining on the North, lots one (1) and Twenty (20) of Block thirty seen-(three (33) and Lot one of Block thirty four;

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WARRANTY DEED 52 Deeds, Page
Mar 9, 1929 at 10:10 A. M.
Mar 9, 1929

150

58251
COMPARED

The Grantors Ferdinand Edler and Ellen M. Edler, h and w, now and at the time of acquiring title to the within des real estate, for and in cons of the sum of Ten Dollars convey and warrant to Harry Edler a bachelor, the fol des real estate sit in the County of Mason, State of Washington, to-wit:

The Southwest Quarter of the Northeast Quarter of Section 24 Township 21 North Range Four (4) West W. M.

Ferdinand Edler Ellen M. Edler

Ack. Mar 9, 1929 by Ferdinand Edler and Ellen M. Edler, h and w, before Alden C. Bayley N. P. in and for the S of W, res at Shelton, Washington. (Notarial Seal)
Mail to Harry Edler, Shelton, Washington.

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58261

WARRANTY DEED 52 Deeds, Page
Mar 9, 1929 at 10:40 A. M.
Feb. 2, 1929

150

58262
COMPARED

This Indenture made this * * by and between Puget Mill Company, a corporation, the party of the first part and Alder Creek Lumber Company, a Wash corp, the party of the second part: Witnesseth: That the said party of the first part, for and in cons of the sum of Ten and no/100 Dollars does grant, bargain, sell and convey unto the party of the second part, the fol des parcel of land sit lying and being in the County of Mason, State of Washington, and more par des as follows, to-wit:

Lot Five (5) Block less that portion deeded to Mason County for Park and Coun Road and Lot Six Section 21 Township 20 North Range Three (3) West " M. containing (70) acres more or less.

* * * * * *Res*
There are excluded from the warranties of this deed any and all unpaid taxes and assessments, and any and all liens, incumbrances, charges and liabilities of whatsoever kind created, permitted or imposed upon said property from and after the 3rd day of July 1924.

Puget Mill Company, By A. G. Harms, Its V. Pres
(Corp Seal) By F. L. Dettmann, Its Secretary.

Ack. Feb. 8, 1929 by A. G. Harms and F. L. Dettmann, Vice Pres and Sec resp of the corp (corp ack) before Minnie V. Collins, N. P. in and for the S of California, res at *✓*
(Notarial Seal)

Mail to Alder Creek Lumber Co, Tacoma Washington.

My Comm expires Jan. 28, 1934. (n.s.) 70074
Abstracter's Note: see opposite page for acknowledgment
Mail to R. Carlson
R.#1 Box 79, Paulsbo, Wash.

Statement of Ex. 70075
Cond Sale 70076
Assign Cond Sale 70077

W.D. VOL 58 Deeds, Page 620 70078
Sept 30, 1932 9:45 A.M.
Jan 19, 1932

COMPARED

This Ind made and entered into * by and between Puget Mill Company a corp of Cal and duly auth to trans and carry on business in the S of W, the p of the fp and Alder Creek Lumber Company, a Wash corp the p of the sp;

Wit that the p of the fp for and in cons of the sum of \$10. lawful money of the U.S of A. and other val cons to it in hand paid by the said p of the sp the rec whereof is hereby ack does by these presents g, u, and s, c and c unto the said p of the sp and to its successors and assigns forever, all that certain tr, lot piece or parcel of land sit lying and being in the C of L and S of W and more part bounded and des as follows towit:

Lot seven (7), (being the Southwest quarter of Southwest quarter (SW $\frac{1}{4}$ of SW $\frac{1}{4}$), and Lot Eight (8) Section Twenty-One (21), Township Twenty (20) North, Range Three (3) West, W.M., containing Sixty six and five tenth (66.5) acres, m or l

Sub however to any and all easements, right of way or priv which may have been heretofore sold, granted cond or acquired in any lawful manner or by an municipality person, firm, corp or the pub over, across, upon or through any of said lands or any part thereof for priv pub, co or state roads, streets, railroads, log roads, tel or tel lines, electric power or lightlines, ditches, dikes flumes, pipe lines, docks, booms, or any other rights of way or easements, or privileges for cutting and removing timber, and rafting and storing logs.

The p of the fp hereby reserves unto itself and unto its succ and assigns, the full, complete and absolute right to all oils, gases, coal, minerals, metals and fossils of every name and nature which may be in or upon said land or any part thereof with the right of entry upon said land to prospect and explore for oils, gases, coal, minerals, metals and fossils of every name and nature and also to take, mine, and remove the same; prov however, said p of the sp its succ and assigns shall be reasonably compensated for all damages done to the surface and soil of said land, and the improvements thereon in carrying on any of such operations.

To h and to h the said premise with the app sub to any such easements, rights of way, priv and res unto the said p of the sp and unto its succ and assigns forever.

And the said p of the fp for itself and its succ and assigns does hereby cov and agree to and with the said p of the sp its successors and assigns that it the said p of the fp all and sin the premises herein above conv des and grant sub however, to the said easements rights of way, priv and res unto the said p of the sp its * and against all and every person or persons whomsoever lawfully claiming to claim the same or any part thereof shall and will w and forever d.

There are exec from the w of this deed any and all unpaid taxes and assessments, and any and all liens, inc charges and liabilities of whatsoever kind created permitted or imposed upon said prop from and after the 18th day of Aug 1924.

Attest: John W. King, Its Secretary.

Puget Mill Company
By A.G. Harms, Its Vice President.

(Corp Seal)

Ack. Jan 20, 1932 by A.G. Harms and John W. King known to be the Vice Pres and Sec of the corp that exec the within and foregoing inst and ack the said inst to be the free and vol act and deed of said corp for the uses and pur therein ment and on oath stated that they were auth to exec said inst and that the seal aff is the corp seal of said corp before M.V. Collins, N.P. in and for the C and C of

70078

COMPARED

San Francisco and S of Cal My comm will expire Apr 14, 1933.
(Notarial Seal)

Mail to Haden, Metzger & Blair,
523 Tacoma Bldg,
Tacoma, Wash.

B of Sale	Per Prop	70079
S of Sale	Pers Prop	70080
W.D.	VOL 58 Deeds, Page 621	70081
Sept 30, 1932 3:29 P.M.		
Aug 8, 1932		

COMPARED

The grs C.C.Eddy and Dawn M. Eddy, his w for and in cons
of \$10 and other val cons in hand paid cov and w/ to C.R.
Douglass and Edith M. Douglass, his w the grantee, the fol des
r e

Beginning at a point on the shore of Hood's Canal S. 37°
05' W. 1186.20 feet distant from the Meander corner to
fractional sections 1 and 12 of Township 22 N. Range 2 West,
W.M., thence S. 52° 55' E. 218.94 feet, thence S. 48° 33' W.
51.02 feet, thence N. 52° 55' W. 208.08 feet, thence N. 37°
05' E. 50 feet to point of beginning, together with tidelands
abutting thereon. (abstracter's note : Tract 9 written in
pencil)

(the grantors hereby reserve permanent easemnt across said
prop for the purpose of laying a water main and the grantees
hereby consent to pay the grantors a proportionate cost for said
water main).

(It is also understood and agreed that the grantors are to
furnish the grantees free water for domestic purposes only)

situated in the c of M, S of W.

C.C.Eddy
Dawn M Eddy

\$1.00 R.S.aff and can

Ack. Aug 9, 1932 by C.C.Eddy and Dawn M.Eddy his w
before R.A.Noyes M.P' in and for the S of W, res at Bremerton

(Notarial Seal)

Mail to C.R.Douglass,
409-417 Lst. Ave. So.
Seattle, Wash.

Cond Sale	70082
Assign Cond Sale	70083
Cond Sale	70084
Cattle Brand	70085
Chat Mtgr.	70086
Assign Cond Sale	70087

SHERIFF'S DEED	VOL 58 Deeds, Page 622	70088
Oct 4, 1932 4:11 11:42 A.M.		
Oct 4, 1932		

COMPARED

This Ind made * between E.F.Martin, Sheriff of the C of
M, S of W, p of the fp and William Cothary of the C of M, S of W
p of the sp wit:

That, Whereas, by virtue of a gen exec issued out of and
under the seal of the Superior Court of the S of W in and for
the S of W said C on the 31 day of Aug 1931, upon a judgment in
said Court in cause No. 2692 on the 15 day of Aug 1931, in
favor of State Bank of Shelton, a State Banking corp

COMPARED

70088

and against Frances Weatherill and to the Sheriff of said C duly directed and delivered, commanding him that of the per prop of the said judgment debtor in his C he should cause to be made certain moneys in said Exec specified, and if suff per prop of the said judgment debtor could not be found he should then cause the amount so specified to be made out of the lands, ten and r e of the said judg debtor, on the 31 day of Aug 1931, or at any time afterwards;

And Whereas, Because sufficient per prop. of the said judgt debtor could not be found in said C whereof he, the said Sheriff could cause to be made the moneys specified in said Exec he, the said Sheriff did, on the 31 day of Aug. 1931, in obedience to said command levy on, take and seize all the estate, right, title and int which the said judg debtor so had of, in and to the said lands, ten r e and premises, hereinafter part set forth and desc with the app thereunto belonging, and did on the 3 day of Oct 1931 at 10:00 o'clock, in the fore noon at the front door of the Court House in Shelton, in said C and S duly sell the premises hereinafter des at pub auction, accord to law, to William Cothary otherwise known as William Cothery who was the highest and best bidder therefor for the sum of \$500. lawful moneys of the U.S of A which was the highest and best sum bidden and the whole price paid therefore, the said Sheriff having first given due and legal notice of the time and place of said sale, accord to law;

And Whereas, the said Sheriff, after receiving from said purch- aser the sum of money so bidden as aforesaid, gave to purchaser such certificate as is by law required to be given;

And Whereas, ^{July} on the 17 day of October 1931, the said Superior Court by an order, made and entered of record confirmed said sale;

And Whereas the time allowed by law for the redemption of said prop has expired without such redemption having been made

Now, therefore, the said E. F. Martin, Sheriff of the C of M, S of W and p of the fp hereto, by virtue of the said sale, under said exec and said order confirming the same, and in pursuance of the statute in such cases made and provided, and for and in cons of the sum of \$500 lawful money of the U.S of A so bid and paid as aforesaid, the rec whereof is hereby ack has granted, bargained, sold, conv and conf and by these presents does g, b, s c and c unto the said p of the sp and to his heirs and assigns the forever, the fol des r prop sit in the C of M, S of W, and Des and as follows, towit:

Beginning at the Southeast corner of the Southwest quarter of the Southeast quarter of Section 20, Township 19 North, Range 3 West, W.M.; run thence North, along the East line of said forty, 165 feet to the initial point to a tract of land described as follows: From said initial point run North, along said E. line, 417.4 feet to the South side of the right of way of the County Road (Harscrabble Road); thence along said right of way N. 76° W. 252.5 feet and N. 79° 20' W. 192.7 feet to the intersection of the right of way of said County Road with the East side of the right of way of the Olympic Road Highway; thence along the E. side of the right of way of said Olympic Highway S. 30° 15' W. 216 feet and S. 41° 45' West 201.4 feet; thence S. 75° 44' E. 203.5 feet, more or less, to the initial point, excepting therefrom one square acre on the East side of the Olympic Highway at the junction of the Oyster Bay Road or Harscrabble Road, and on the South side of said road, the residue containing 4.54 acres, more or less.

Also one square acre of ground in the Southwest quarter of the Southeast quarter of Section 20, Township 19 North, Range 3 West W.M. bounded on the North by the Oyster Bay Road (Harscrabble Road) and on the West by the Olympic Highway excepting from all of the above pub roads, All in M.C. W

Together with all and sign the ten here and app thereunto belonging or in anywise appertaining

To h and to h the said premises and app thereunto belonging unto the said p of the sp his heirs and assign forever, as fully and absolutely as the said p of the fp can may or ought to by virtue

BOUNDARY LINE AGREEMENT

#24167

THIS AGREEMENT, made and entered into this 15th day of July, 1962, by and between Wilbert S. Catto and Alma K. Catto, husband and wife, parties of the first part, and Simpson Timber Company, a corporation, party of the second part, WITNESSETH:

WHEREAS, The parties of the first part owned Government Lot 8, Section 21, Township 20 North, Range 3 West, W.M., Mason County, Washington; and,

WHEREAS, The party of the second part owns Government Lot 6, Section 20, Township 20 North, Range 3 West, W.M., Mason County, Washington; and,

WHEREAS, Government Lot 6, Section 20, Township 20 North, Range 3 West, W.M., and Government Lot 8, Section 21, Township 20 North, Range 3 West, W.M., have a common boundary line, which common boundary line is also the Section line between said Sections 20 and 21, Township 20 North, Range 3 West, W.M.; and,

WHEREAS, The parties of the first part have caused to be surveyed and thereafter filed a recorded plat known as Alder Creek Tracts, Volume 4 of Plats, page 22, under date of September 9, 1940; and,

WHEREAS, There has been a re-survey of the Plat of Alder Creek Tracts, by W. H. Snelgrove, a licensed surveyor, under date of May 24, 1962, and a map made thereof; and,

WHEREAS, The Snelgrove survey discloses that there was an error in the location of the Section line between Sections 20 and 21, said Township 20 North, Range 3 West, W.M., in that the true Section line is West of the Section line as shown on the Plat of Alder Creek Tracts; and,

WHEREAS, Simpson Timber Company's surveyors have located the said Section line which agrees with the said Snelgrove survey, and have monumented the same on the ground, and have orientated the monuments marking the said Section line with the Washington State Coordinate System, South Zone, and have prepared a map showing the proper location of said Section line, and which is hereto attached and marked "Exhibit A"; said map locates the Section corner common to Sections 20, 21, 29 and 28, Township 20 North, Range 3 West, W.M., as having an X=1,359,949.95 and Y=691,512.04 coordinate, and the proportioned 1/4 corner between Sections 20 and 21, having an X=1,360,032.40 and Y=694,145.29 coordinate, and the proportioned 1/16th corner having an X=1,359,991.10 and Y=692,828.66;

NOW THEREFORE, The parties of the first part and the party of the second part join in the execution of this agreement for the sole purpose of evidencing the location of the true Section line common to said Sections 20 and 21, as disclosed by said surveys and also evidencing agreement as to the common boundary line of the real estate owned by the respective parties hereto, as shown on said "Exhibit A" hereto attached.

IN WITNESS WHEREOF, the parties have hereunto caused their hands and seals to be hereunto affixed the day and year first above written.

Wilbert S. Catto (SEAL)
Wilbert S. Catto

Alma K. Catto (SEAL)
Alma K. Catto

SIMPSON TIMBER COMPANY

By H.C. Perkins

STATE OF HAWAII }
DISTRICT Honolulu } SS.

I, the undersigned, a Notary Public in and for the State of Hawaii, duly commissioned and sworn, do hereby certify that on this 27th day of July, 1962, personally appeared before me WILBERT S. CATTO, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year above written.

Gurika Harada
Notary Public in and for the State of Hawaii, residing at Honolulu
First Judicial Circuit State of Hawaii
My Commission expires 11-14-64

STATE OF WASHINGTON,)
COUNTY OF MASON) SS.

I, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, do hereby certify that on this 30th day of July, 1962, personally appeared before me ALMA K. CATTO, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed and sealed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year above written.

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

STATE OF WASHINGTON,)
COUNTY OF MASON) SS.

On this 3rd day of July, 1962, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared H. O. PUHN, to me known to be the Land & Timber manager of Simpson Timber Company, the corporation that executed the foregoing instrument, and acknowledged the 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 said instrument. ~~and that the seal affixed is the corporate seal of said corporation.~~

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

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

194598

When recorded mail to:
Port Commission of Shelton,
c/o James A. Pauley, Chairman
Shelton, Washington.

INDEXED _____
RECORDED _____
SERIALIZED _____
FILED _____

MASON COUNTY TITLE INSURANCE CO.

RECORDED
INDEXED
SERIALIZED
FILED
AUG 9 2 01 PM '62
C. Nolan Mason
MASON COUNTY AUDITOR
DEPUTY

MICROFILM
Record Identity
Reel 3 Frame

REEL 3 FRAME 4770

N 1° 47' 46" E — 5269.04' TO 1/4 COR. 17 & 16

1945/78

IRON PIPE ON BEACH
13+26.50

13+17²⁷ - 1/4 COR.
IRON PIPE
X = 1,360,032.40
Y = 694,145.29

1/4 COR. POSITION REESTABLISHED
BY SINGLE PROPORTIONATE MEASUREMENT
BETWEEN COR. SECS. 20-21-28-29 AND
1/4 COR. SECS. 17 & 16

SHORE LINE

A) Section line
from Alder
Creek Tracts
resurvey.

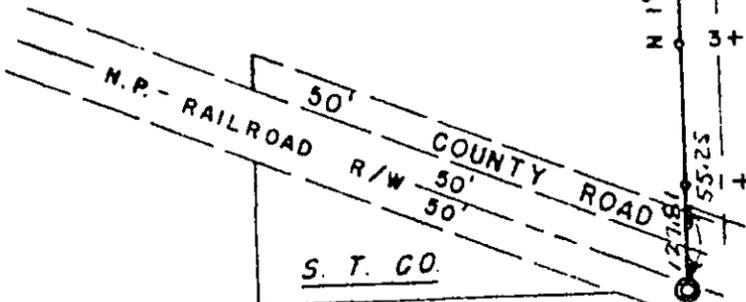
OLYMPIC PLYWOOD
S. T. CO.

1317.26
N 1° 47' 48" E

7+05⁵⁴ IRON PIPE

3+76¹¹ I.P.

1+60¹³ I.P.



1/6 COR. = 0+00N.
S.T. CO. MON.
10.55 SOUTH OF
CENTER LINE R.R.
X = 1,359,991.10
Y = 692,828.66

1317.26
N 1° 47' 24" E

U.S.C. & G.S. "SHELTON"
X = 1,357,693.53
Y = 691,607.13

AZIMUTH MARK
"SHELTON"

S 86° 51' 41" E — 1633.85

S 89° 29' 02" E — 625.05

20
21
29
28

X = 1,359,949.95
Y = 691,512.04

IRON SHAFT
B.T. FOUND
IN 1948

A SURVEY BY
SIMPSON TIMBER COMPANY

TO DETERMINE THE EASTERLY BOUNDARY
OF

SEC. 20, T. 20N. — R. 3 W. W. M.

COORDINATES BASED ON WASHINGTON STATE COORDINATE SYSTEM, SOUTH ZONE
SCALE ÷ 1 INCH = 300 FEET JUNE 1962

REEL 3 FRAME 577

08-10-33

EASEMENT

3-4-1286
REEL 171 FR. 644

THE GRANTOR, The Port of Shelton, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant to the City of Shelton an easement through and under the following lands in Mason County, State of Washington, to wit:

- (1) Tract 1 in the plat of Alder Creek Tracts according to the recorded plat thereof in the office of the Auditor for Mason County, Washington, Volume 4 of Plats, page 22, and all that portion of Gov. Lot 8, Section 21, T20N, R3W, W.M., which lies westerly of the westerly line of the plat of Alder Creek Tracts, according to the recorded plat aforesaid and northerly of the northerly line of Bay Avenue, as shown on said plat, extended westerly.
- (2) Tideland lot 257 as shown on the official map of Shelton Tidelands filed in the office of the Board of State Land Commissioner at Olympia, Washington, March 14, 1893, lying and being in front of Section 21, T20N, R3W, W.M.

said easement being a strip of land fifteen (15) feet in width, lying seven and one-half (7 1/2) feet on each side of the following described center line and projections thereof:

Beginning at a point on the west line of Section 21, T20N, R3W, W.M., which is North 2065.28 feet from the southeast corner thereof and running thence N 56°05'56"E, 145.09 feet to the beginning of a curve to the left whose radius is 565.00 feet and whose central angle is 12°18'25"; thence along the arc of said curve 126.29 feet; thence, tangent to said curve, N 43°17'31"E, 85.01 feet, more or less, to a point on the northeasterly line of said Tideland Lot 257 which is S 57°27'E, 69.21 feet from the northwest corner thereof.

together with a temporary construction permit as required in and upon which to lay, operate, and maintain sewer pipes, together with any appurtenances within said easement.

The Grantee shall have the right to enter upon said premises and to open up said pipeline, or any part thereof, for the purpose of maintaining, repairing or renewing the same as occasion may require. The surface shall be restored to its present condition or as nearly thereto as shall be reasonably possible.

Said easement shall not prohibit or impair the normal use of the land for transportation, parking, or other vehicular use, including necessary equipment for development of the owner's land, provided, however, that any disturbance or construction upon or within the easement area shall be under the supervision of the City of Shelton.

The Grantee agrees to remove the existing municipal sewer outfall and overburden to provide a uniform elevation with the adjacent area. Said work to be accomplished within one year after the completion of the new sewage treatment plant and abandonment of the present facility.

AFFIDAVIT
No. 54230
W.N. REAL ESTATE
EXCISE TAX
EXEMPT

SEP 21 1977

JOHN B. COLE
Treas., Mason County

REC-171 F.R. 645

The granting of this easement shall be binding upon the executors and assigns of the grantors.

Dated this 19th day of September 19 77.

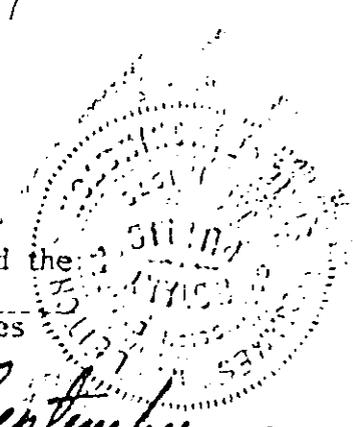
PORT OF SHELTON

By James Connolly
James Connolly, President

STATE OF WASHINGTON)
) ss
County of)

On this day personally appeared before me

to me known as the individual (s) described in and who executed the within 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 this 19 day of September 19 77.

James W. Reitch
Notary Public in and for the
State of Washington, residing at
Union

4
1977 SEP 21 PM 1:33
[Handwritten notes]

When recorded, return to:
City of Shelton
525 West Cota Street
Shelton, WA 98584-2239



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

AQUATIC LANDS OUTFALL EASEMENT

EASEMENT NO. 51-081318

Grantor: Washington State Department of Natural Resources
Grantee(s): City of Shelton
Legal Description: Section 21, Township 20 North, Range 03 West, W.M.
Assessor's Property Tax Parcel or Account Number: 320218888888
Assessor's Property Tax Parcel or Account Number for Upland parcel used in conjunction with this Easement: 320215100001, 320204160010, 320204100072, 320204100070

THIS AGREEMENT is made by and between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State"), and CITY OF SHELTON, a government agency/entity, ("Grantee").

BACKGROUND

Grantee desires to use state-owned aquatic lands located in Mason County, Washington for the purpose of discharging effluent from an outfall pipeline. Grantee has obtained regulatory authorizations for this purpose including, but not limited to, a National Pollutant Discharge Elimination System ("NPDES") Permit.

State is willing to grant an easement for a term to Grantee in reliance upon Grantee's promises to operate the outfall in compliance with all laws and permits and in the manner as described in all regulatory authorizations.

Nonetheless, State's goals are to promote water re-use and reduce reliance on in-water disposal of waste effluent, storm water and other discharges that affect the use and environmental conditions of state-owned aquatic lands and associated biological communities. Therefore, future grants of easement rights will depend on Grantee's satisfactory progress toward implementation of reasonably practical disposal alternatives.

THEREFORE, the Parties agree as follows:

SECTION 1 GRANT OF EASEMENT

1.1 Easement Defined.

- (a) State grants and conveys to Grantee a nonexclusive easement, subject to the terms and conditions of this agreement, over, upon, and under the real property described in Exhibit A. In this agreement, the term "Easement" means this agreement and the rights granted; the term "Easement Property" means the real property subject to the easement.
- (b) This Easement is subject to all valid interests of third parties noted in the records of Mason County, or on file in the office of the Commissioner of Public Lands, Olympia, Washington; rights of the public under the Public Trust Doctrine or federal navigation servitude; and treaty rights of Indian Tribes.
- (c) This Easement does not include any right to harvest, collect or damage any natural resource, including aquatic life or living plants, any water rights, or any mineral rights, including any right to excavate or withdraw sand, gravel, or other valuable materials.
- (d) State grants to Grantee a nonexclusive easement for construction purposes only over the property described in Exhibit B.

1.2 Survey and Easement Property Descriptions.

- (a) Grantee prepared Exhibit A, which describes the Easement Property. Grantee warrants that Exhibit A is a true and accurate description of the Easement boundaries and the improvements to be constructed or already existing in the Easement area.
- (b) Grantee shall not rely on any written legal descriptions, surveys, plats, or diagrams ("property description") provided by State. Grantee shall not rely on State's approval or acceptance of Exhibit A or any other Grantee-provided property description as affirmation or agreement that Exhibit A or other property description is true and accurate. Grantee's obligation to provide a true and accurate description of the Easement Property boundaries is a material term of this Easement.

- (c) State accepts a preliminary Exhibit A upon the Commencement Date of this Easement. Grantee shall submit a final Exhibit A for State's approval within Ninety (90) days of the Commencement Date. Upon State's written approval, the final Exhibit A supersedes the preliminary Exhibit A. Until superseded, the preliminary Exhibit A has full legal effect.

1.3 Condition of Easement Property. State makes no representation regarding the condition of the Easement Property, improvements located on the Easement Property, the suitability of the Easement Property for Grantee's Permitted Use, compliance with governmental laws and regulations, availability of utility rights, access to the Easement Property, or the existence of hazardous substances on the Easement Property.

SECTION 2 USE

2.1 Permitted Use. Grantee shall use the Easement Property for: A Wastewater Outfall (the "Permitted Use"), and for no other purpose. The Permitted Use is described or shown in detail in Exhibit B.

2.2 Restrictions on Use.

- (a) Grantee shall not cause or permit any damage to natural resources on the Easement Property or adjacent state-owned aquatic lands, regardless of whether the damages are a direct or indirect result of the Permitted Use.
- (b) Unless approved by State in writing, Grantee shall not cause or permit any filling activity to occur on the Easement Property or adjacent state-owned aquatic land, except to the extent expressly permitted in Exhibit B. This prohibition includes any deposit of rock, earth, ballast, wood waste, refuse, garbage, waste matter (including chemical, biological, or toxic wastes), hydrocarbons, any other pollutants, or other matter. Outfall discharges in full compliance with a valid NPDES Permit are not subject to this prohibition.
- (c) Grantee shall neither commit nor allow waste to be committed to or on the Easement Property or adjacent state-owned aquatic land.
- (d) Failure to Comply with Restrictions on Use.
 - (1) Grantee's failure to comply with the restrictions on use under this Subsection 2.2 is a breach subject to Subsection 14.1. Grantee shall cure the breach by taking all steps necessary to remedy the failure and restore the Easement Property and adjacent state-owned aquatic lands to the condition before the failure occurred within the time for cure provided in Subsection 14.1. Additionally, Grantee shall mitigate environmental damages in accordance with Paragraph 2.2(d) (3).
 - (2) If Grantee fails to cure the default in the manner described in this Paragraph 2.2(d), State may terminate in accordance with Subsection 14.1. In addition, the State may (1) restore the Easement Property and adjacent state-owned aquatic lands and charge Grantee remedial costs and/or (2)

charge Grantee environmental damages. Upon demand by State, Grantee shall pay all remedial costs and environmental damages.

- (3) Mitigation of Environmental Damages
 - (i) Grantee shall prepare a written plan, subject to State's approval, incorporating measures to (1) eliminate or minimize future impacts to natural resources, (2) replace unavoidable lost or damaged natural resource values, and (3) monitor and report on plan implementation. Grantee shall implement the plan upon State's approval.
 - (ii) Grantee shall compensate State in accordance with Subsection 5.4 for lost or damaged resource values that are not replaceable.
 - (iii) If a regulatory authority requires Grantee to provide mitigation on state-owned aquatic lands, Grantee shall coordinate the proposed mitigation activities with state and obtain an appropriate use authorization prior to commencement of activities.
- (e) State's failure to notify Grantee of Grantee's failure to comply with all or any of the restrictions set out in this Subsection 2.2 does not constitute a waiver of any remedies available to State.
- (f) This Section 2.2 does not limit Grantee's liability under Section 8, below.

2.3 Conformance with Laws. Grantee shall keep current and comply with all conditions and terms of any permits, licenses, certificates, regulations, ordinances, statutes, and other government rules and regulations regarding its use of the Easement Property.

2.4 Liens and Encumbrances. Grantee shall keep the Easement Property free and clear of any liens and encumbrances arising out of or relating to its use of the Easement Property, unless expressly authorized by State in writing.

2.5 Interference with Other Uses.

- (a) Grantee shall exercise Grantee's rights under this Easement in a manner that minimizes or avoids interference with the rights of State, the public or others with valid right to use or occupy the Easement Property or surrounding lands and water.
- (b) To the fullest extent reasonably possible, Grantee shall place and construct Improvements in a manner that allows unobstructed movement in and on the waters above and around the Easement Property.
- (c) Except in an emergency, Grantee shall provide State with written notice of construction or other significant activity on Easement Property at least thirty (30) days in advance. "Significant Activity" means any activity that may affect use or enjoyment by the State, public, or others with valid rights to use or occupy the Easement Property or surrounding lands and water.
- (d) Grantee shall mark the location of any hazards associated with the Permitted Use and any Improvements in a manner that ensures reasonable notice to the public. Grantee shall mark the location and limits of the Improvements. The signs and

notices shall identify the type of installation (e.g., an outfall pipe) and identify Grantee as the entity responsible for the Permitted Use and its maintenance. As required by applicable regulation, Grantee shall facilitate amendment of official navigational charts to indicate existence and location of submerged improvements.

2.6 Amendment Upon Change of Permit Status. State reserves the right to amend the terms and conditions of this Easement whenever any regulatory authority (1) modifies a permit in a manner affecting the provisions of this Easement or (2) allows for a change in the manner of outfall operation including, but not limited to, a change in the type, quality, or quantity of discharge.

SECTION 3 TERM

3.1 Term Defined. The term of this Easement is Thirty (30) years (the "Term"), beginning on the 1st day of June, 2011 (the "Commencement Date"), and ending on the 31st day of May, 2041 (the "Termination Date"), unless terminated sooner under the terms of this Easement.

3.2 Renewal of the Easement.

- (a) This Easement does not provide a right of renewal. Grantee may apply for a new Easement, which State has discretion to grant subject to requirements in Paragraph 3.2(b) Grantee must apply for a new Easement at least one (1) year prior to Termination Date and State will respond with denial or consent within ninety (90) days.
- (b) Reduction of Discharge on State-Owned Aquatic Lands
 - (1) Grantee warrants that Grantee considered alternatives to minimize impact of discharge as summarized in Exhibit B.
 - (2) At the time of application to renew the NPDES Permit, or every five (5) years, whichever is first, Grantee shall submit to State a report addressing progress to reduce discharges on state-owned aquatic land and associated biological communities. "Progress" means Grantee is analyzing or developing alternative disposal methods including, but not limited to, (1) reduction of inflow and infiltration; (2) groundwater recharge; (3) stream augmentation, industrial process supply, and/or agricultural application; (4) water conservation programs; (5) other water re-use projects.
 - (3) State will consider reports submitted under Subparagraph 3.2(b) (1) in evaluation of Grantee's application to enter into a new Easement. If reports demonstrate insufficient progress toward disposal alternatives that abate impacts to state-owned aquatic land and associated biological communities, State may either:
 - (i) Require Grantee to undertake investigation and analysis of reasonably practical disposal alternatives to the Permitted Use, or

- (ii) Rely on State's alternatives analysis developed in accordance with WAC 332-30-122(2) (d) and other regulations.
- (4) Grantee's failure to anticipate and conduct disposal alternatives investigation and analysis may delay or prevent issuance of a new Easement.
- (5) State is under no obligation to issue a new Easement if Grantee fails to comply with this Paragraph 3.2(b).

3.3 End of Term.

- (a) Upon the expiration or termination of this Easement, Grantee shall remove Improvements in accordance with Section 7, Improvements, and surrender the Easement Property to State restored to a condition substantially like its natural state before construction and operation of the outfall.
- (b) If Easement Property does not meet the condition described in Paragraph 3.3(a), the following provisions apply.
 - (1) State shall provide Grantee a reasonable time to take all steps necessary to remedy the condition of the Easement Property. State may require Grantee to enter into a right-of-entry or other use authorization prior to the Grantee entering the Easement Property to remedy any breach of this Subsection 3.3.
 - (2) If Grantee fails to remedy the condition of the Easement Property in a timely manner, State may take any steps reasonably necessary to remedy Grantee's failure. Upon demand by State, Grantee shall pay all costs of such remedial action, including but not limited to the costs of removing and disposing of any material deposited improperly on the Easement Property, lost revenue resulting from the condition of the Easement Property prior to and during remedial action, and any administrative costs associated with the remedial action.

SECTION 4 FEES

4.1 Fee. For the Term, Grantee shall pay to State an administrative fee calculated in accordance with RCW 79.110.230(1). State shall bill Grantee for the administrative fee, which Grantee shall pay within thirty (30) days of billing. Any payment not paid by State's close of business on the date due is past due.

4.2 Payment Place. Grantee shall make payment to Financial Management Division, 1111 Washington St SE, PO Box 47041, Olympia, WA 98504-7041.

SECTION 5 OTHER EXPENSES

5.1 Utilities. Grantee shall pay all fees charged for utilities in connection with the use of the Easement Property.

5.2 Taxes and Assessments. Grantee shall pay all taxes, assessments, and other governmental charges, of any kind whatsoever, applicable or attributable to the Easement and the Permitted Use.

5.3 Failure to Pay. If Grantee fails to pay any of the amounts due under this Easement, State may pay the amount due, and recover its cost in accordance with Section 6.

5.4 Environmental Damages.

- (a) If required to mitigate for environmental damage under Paragraph 2.2(d) (3) (ii), Grantee shall compensate State for lost or damaged resource values upon State's demand. The value of damages shall be determined in accordance with Paragraph 5.4(b).
- (b) Unless the Parties otherwise agree on the value, a three-member panel of appraisers will determine the measure of lost or damaged resource values. The appraisers shall be qualified to assess economic value of natural resources. State and Grantee each shall appoint and compensate one member of the panel. By consensus, the two appointed members shall select the third member, who will be compensated by State and Grantee equally. The panel shall base the calculation of damages on generally accepted valuation principles. The written decision of the majority of the panel shall bind the Parties.

SECTION 6 LATE PAYMENTS AND OTHER CHARGES

6.1 Late Charge. If State does not receive any payment within ten (10) days of the date due, Grantee shall pay to State a late charge equal to four percent (4%) of the amount of the payment or Fifty Dollars (\$50), whichever is greater, to defray the overhead expenses of State incident to the delay.

6.2 Interest Penalty for Past Due Fees and Other Sums Owed.

- (a) Grantee shall pay interest on the past due fees at the rate of one percent (1%) per month until paid, in addition to paying the late charges determined under Subsection 6.1, above.
- (b) If State pays or advances any amounts for or on behalf of Grantee, Grantee shall reimburse State for the amount paid or advanced and shall pay interest on that amount at the rate of one percent (1%) per month from the date State notifies Grantee of the payment or advance. This includes, but is not limited to taxes,

assessments, insurance premiums, costs of removal and disposal of unauthorized materials pursuant to Subsection 2.2 above, costs of removal and disposal of improvements pursuant to Section 7 below, or other amounts not paid when due.

6.3 Referral to Collection Agency and Collection Agency Fees. If State does not receive payment within thirty (30) days of the due date, State may refer the unpaid amount to a collection agency as provided by RCW 19.16.500 or other applicable law. Upon referral, Grantee shall pay collection agency fees in addition to the unpaid amount.

6.4 No Accord and Satisfaction. If Grantee pays, or State otherwise receives, an amount less than the full amount then due, State may apply such payment as it elects. No endorsement or statement on any check, any payment, or any letter accompanying any check or payment constitutes accord and satisfaction.

SECTION 7 IMPROVEMENTS

7.1 Improvements Defined.

- (a) "Improvements," consistent with RCW 79.105 through 79.145, are additions within, upon, or attached to the land. This includes, but is not limited to, structures and fixtures.
- (b) "Personal Property" means items that can be removed from the Easement Property without (1) injury to the Easement Property, adjacent state-owned lands or Improvements or (2) diminishing the value or utility of the Easement Property, adjacent state-owned lands or Improvements.
- (c) "State-Owned Improvements" are Improvements made or owned by State. State-Owned Improvements includes any construction, alteration, or addition to State-Owned Improvements made by Grantee.
- (d) "Grantee-Owned Improvements" are Improvements made by Grantee with State's consent.
- (e) "Unauthorized Improvements" are Improvements made on the Easement Property without State's prior consent or Improvements made by Grantee that do not conform with plans submitted to and approved by the State.
- (f) "Improvements Owned by Others" are Improvements made by Others with a right to occupy or use the Easement Property or adjacent state-owned lands.

7.2 Existing Improvements. On the Commencement Date, the following Improvements are located on the Easement Property: Concrete outfall pipe approximately 1,000 feet in length, 192 linear feet HDPE outfall diffuser, 30 cubic yards of quarry spall to provide outfall placement. The Improvements are Grantee-Owned Improvements.

7.3 Construction, Major Repair, Modification, and Demolition.

- (a) This Subsection 7.3 governs construction, alteration, replacement, major repair, modification alteration, demolition and deconstruction of Improvements

- (“Work”). Section 11 governs routine maintenance and minor repair of Improvements and Easement Property.
- (b) Except in an emergency, Grantee shall not conduct any Work, except as described in Exhibit B, without State’s prior written consent, as follows:
- (1) State may deny consent if State determines that denial is in the best interests of the State. State may impose additional conditions reasonably intended to protect and preserve the Easement Property. If Work is for removal of Improvements at End of Term, State may waive removal of any or all Improvements.
 - (2) Except in an emergency, Grantee shall submit to State plans and specifications describing the proposed Work at least sixty (60) days before submitting permit applications to regulatory authorities unless Grantee and State otherwise agree to coordinate permit applications. At a minimum or if no permits are necessary, Grantee shall submit plans and specifications at least ninety (90) days before commencement of Work. This submittal requirement does not apply to activity described in Exhibit B.
 - (3) State waives the requirement for consent if State does not notify Grantee of its grant or denial of consent within sixty (60) days of submittal.
- (c) Grantee shall notify State of emergency Work within five (5) business days of the start of such Work. Upon State’s request, Grantee shall provide State with plans and specifications or as-builts of emergency Work.
- (d) Grantee shall not commence or authorize Work until Grantee has:
- (1) Obtained a performance and payment bond in an amount equal to one hundred percent (100%) of the estimated cost of construction. Grantee shall maintain the performance and payment bond until Grantee pays in full the costs of the Work, including all laborers and material persons.
 - (2) Obtained all required permits.
 - (3) Provided notice of Significant Activity in accordance with Paragraph 2.5(c).
- (e) Grantee shall preserve and protect Improvements Owned by Others, if any
- (f) Grantee shall preserve all legal land subdivision survey markers and witness objects (“Markers.”) If disturbance of a Marker will be a necessary consequence of Grantee’s construction, Grantee shall reference and/or replace the Marker in accordance with all applicable laws and regulations current at the time, including, but not limited to Chapter 58.24 RCW. At Grantee’s expense, Grantee shall retain a registered professional engineer or licensed land surveyor to reestablish destroyed or disturbed Markers in accordance with U.S. General Land Office standards.
- (g) Before completing Work, Grantee shall remove all debris and restore the Easement Property, as nearly as possible, to its natural condition before the Work began. If Work is intended for removal of Improvements at End of Term, Grantee shall restore the Easement Property in accordance with Subsection 3.3, End of Term.

- (h) Upon completing work, Grantee shall promptly provide State with as-built plans and specifications.
- (i) State shall not charge rent for authorized Improvements installed by Grantee during this Term of this Easement, but State may charge rent for such Improvements when and if the Grantee or successor obtains a subsequent use authorization for the Easement Property and State has waived the requirement for Improvements to be removed as provided in Subsection 7.4.

7.4 Grantee-Owned Improvements at End of Easement.

- (a) Disposition
 - (1) Grantee shall remove Grantee-Owned Improvements in accordance with Subsection 7.3 upon the expiration, termination, or cancellation of the Easement unless State waives the requirement for removal or State determines that abandonment of Improvements is in the best interests of State.
 - (2) Grantee-Owned Improvements remaining on the Easement Property on the expiration, termination or cancellation date become State-Owned Improvements without payment by State, unless State elects otherwise. State may refuse or waive ownership.
 - (3) If Grantee-Owned Improvements remain on the Easement Property after the expiration, termination, or cancellation date without State's consent, State may remove all Improvements and Grantee shall pay the costs of removal and disposal.
- (b) Determination of Removal or Abandonment.
 - (1) State may waive removal of any or all Grantee-Owned Improvements whenever State determines that it is in the best interests of the State. State will consider it in the best interests of the State to waive removal where abandonment is less detrimental than removal to the long term use and management of state-owned lands and resources.
 - (2) If Grantee renews the Easement or enters into a new Easement, State may waive requirement to remove Grantee-Owned Improvements. State also may consent to Grantee's continued ownership of Grantee-Owned Improvements.
 - (3) If Grantee does not renew the Easement or enter into a new Easement, State and Grantee shall coordinate removal or abandonment as follows:
 - (i) Grantee must notify State at least one (1) year before the Termination Date of its proposal to either leave or remove Grantee-Owned Improvements.
 - (ii) State, within ninety (90) days, will notify Grantee whether State (1) does not waive removal or (2) consents to abandonment.
- (c) Grantee's Obligations if State Consents to Abandonment.
 - (1) Grantee shall conduct Work necessary for abandonment in accordance with Subsection 7.3.
 - (2) The submittal of plans and specifications shall identify means for plugging pipelines and notifying public of abandoned Improvements.

- (d) **Grantee's Obligations if State Waives Removal.**
 - (1) Grantee shall not remove Improvements if State waives the requirement for removal of any or all Grantee-Owned Improvements.
 - (2) Grantee shall maintain such Improvements in accordance with this Easement until the expiration, termination, or cancellation date. Grantee is liable to State for cost of repair if Grantee causes or allows damage to Improvements State has designated to remain.

7.5 Disposition of Unauthorized Improvements.

- (a) Unauthorized Improvements belong to State, unless State elects otherwise.
- (b) State may either:
 - (1) Consent to Grantee ownership of the Improvements, or
 - (2) Charge use and occupancy fee in accordance with RCW 79.105.200 of the Improvements from the time of installation or construction and
 - (i) Require Grantee to remove the Improvements in accordance with Subsection 7.3, in which case Grantee shall pay use and occupancy fee for the Improvements until removal,
 - (ii) Consent to Improvements remaining and Grantee shall pay use and occupancy fee for the use of the Improvements, or
 - (iii) Remove Improvements and Grantee shall pay for the cost of removal and disposal, in which case Grantee shall pay use and occupancy fee for use of the Improvements until removal and disposal.

7.6 Disposition of Personal Property.

- (a) Grantee retains ownership of Personal Property unless Grantee and State agree otherwise in writing.
- (b) Grantee shall remove Personal Property from the Easement Property by the Termination Date. Grantee is liable for any damage to the Easement Property and to any Improvements that may result from removal of Personal Property.
- (c) State may sell or dispose of all Personal Property left on the Easement Property after the Termination Date.
 - (1) If State conducts a sale of Personal Property, State shall apply proceeds first to the State's administrative costs in conducting the sale, second to payment of amount that then may be due from the Grantee to the State, and State shall pay the remainder, if any, to the Grantee.
 - (2) If State disposes of Personal Property, Grantee shall pay for the cost of removal and disposal.

7.7 Disposition of State-Owned Improvements.

- (a) Grantee shall remove State-Owned Improvements in accordance with Subsection 7.3 by the expiration, termination, or cancellation date of this Easement unless State waives the requirement for removal.

SECTION 8 ENVIRONMENTAL LIABILITY/RISK ALLOCATION

8.1 Definitions.

- (a) "Hazardous Substance" means any substance that now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination, pollution, or cleanup, including, but not limited to, the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. 6901 *et seq.*, as amended; Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601 *et seq.*, as amended; Washington's Model Toxics Control Act ("MTCA"), Chapter 70.105 RCW, as amended; and Washington's Sediment Management Standards, WAC Chapter 173-204.
- (b) "Release or threatened release of Hazardous Substance" means a release or threatened release as defined under any law described in Paragraph 8.1(a) or any similar event defined under any such law.
- (c) "Utmost care" means such a degree of care as would be exercised by a very careful, prudent, and competent person under the same or similar circumstances; the standard of care established under MTCA, RCW 70.105D.040.

8.2 General Conditions.

- (a) Grantee's obligations under this Section 8 extend to the area in, on, under, or above:
 - (1) The Easement Property and
 - (2) Adjacent state-owned aquatic lands where a release or the presence of Hazardous Substances may arise from Grantee's use of the Easement Property.
- (b) Standard of Care.
 - (1) Grantee shall exercise the utmost care with respect to Hazardous Substances.
 - (2) In relation to the Permitted Use, Grantee shall exercise utmost care for the foreseeable acts or omissions of third parties with respect to Hazardous Substances, and the foreseeable consequences of those acts or omissions, to the extent required to establish a viable, third-party defense under the law, including – but not limited to – RCW 70.105D.040.

8.3 Current Conditions and Duty to Investigate.

- (a) Hazardous Substances are known to exist in, on, under, or above the Easement Property or adjacent state-owned lands. These are identified in Exhibit C. State makes no representations or warranties of any kind or nature regarding the accuracy, completeness, or any other matter relating to Exhibit C. Hazardous Substances other than those identified in Exhibit C may exist in, on, under, or above the Easement Property.
- (b) This Easement does not impose a duty on State to conduct investigations or supply information to Grantee about Hazardous Substances.

- (c) Grantee is responsible for conducting all appropriate inquiry and gathering sufficient information concerning the Easement Property and the existence, scope, and location of any Hazardous Substances on the Easement Property or on adjacent lands that allows Grantee to meet Grantee's obligations under this Easement.

8.4 Use of Hazardous Substances.

- (a) Grantee, its, contractors, agents, employees, guests, invitees, or affiliates shall not use, store, generate, process, transport, handle, release, or dispose of Hazardous Substances, except in accordance with all applicable laws.
- (b) Grantee shall not undertake, or allow others to undertake by Grantee's permission, acquiescence, or failure to act, activities that:
 - (1) Result in a release or threatened release of Hazardous Substances, or
 - (2) Cause, contribute to, or exacerbate any contamination exceeding regulatory cleanup standards whether the regulatory authority requires cleanup before, during, or after Grantee's use of the Easement Property.
- (c) If use of Hazardous Substance related to the Permitted Use results in a violation of an applicable law:
 - (1) Grantee shall submit to State any plans for remedying the violation, and
 - (2) State may require remedial measures in addition to remedial measures required by regulatory authorities.

8.5 Management of Contamination.

- (a) Grantee shall not undertake activities that:
 - (1) Damage or interfere with the operation of remedial or restoration activities;
 - (2) Result in human or environmental exposure to contaminated sediments;
 - (3) Result in the mechanical or chemical disturbance of on-site habitat mitigation.
- (b) Grantee shall not interfere with access by:
 - (1) Employees and authorized agents of the Environmental Protection Agency, the Washington State Department of Ecology, health department, or other similar environmental agencies; and
 - (2) Potentially liable or responsible parties who are the subject of an order or consent decree that requires access to the Easement Property. Grantee may negotiate an access agreement with such parties, but Grantee may not unreasonably withhold such agreement.

8.6 Notification and Reporting.

- (a) Grantee shall immediately notify State if Grantee becomes aware of any of the following:
 - (1) A release or threatened release of Hazardous Substances;
 - (2) Any new discovery of or new information about a problem or liability related to, or derived from, the presence of any Hazardous Substance;
 - (3) Any lien or action arising from the foregoing;

- (4) Any actual or alleged violation of any federal, state, or local statute, ordinance, rule, regulation, or other law pertaining to Hazardous Substances;
 - (5) Any notification from the US Environmental Protection Agency (EPA) or the Washington State Department of Ecology (DOE) that remediation or removal of Hazardous Substances is or may be required at the Easement Property.
- (b) Grantee's duty to report under Paragraph 8.6(a) extends to the Easement Property, adjacent state-owned aquatic lands where a release or the presence of Hazardous Substances could arise from the Grantee's use of the Easement Property, and any other property used by Grantee in conjunction with Grantee's use of the Easement Property where a release or the presence of Hazardous Substances on the other property would affect the Easement Property.
 - (c) Grantee shall provide State with copies of all documents concerning environmental issues associated with the Easement Property, and submitted by Grantee to any federal, state or local authorities. Documents subject to this requirement include, but are not limited to, applications, reports, studies, or audits for National Pollution Discharge and Elimination System Permits (NPDES); Army Corps of Engineers permits; State Hydraulic Project Approvals (HPA); State Water Quality certification; Substantial Development permit; and any reporting necessary for the existence, location, and storage of Hazardous Substances on the Easement Property.

8.7 Indemnification.

- (a) "Liabilities" as used in this Subsection 8.7 means any claims, demands, proceedings, lawsuits, damages, costs, expenses, fees (including attorneys' fees and disbursements), penalties, or judgments.
- (b) Grantee shall fully indemnify, defend, and hold State harmless from and against any Liabilities that arise out of, or relate to:
 - (1) The use, storage, generation, processing, transportation, handling, or disposal of any Hazardous Substance by Grantee, its contractors, agents, invitees, guests, employees, affiliates, licensees, or permittees occurring anytime Grantee uses or has used the Easement Property;
 - (2) The release or threatened release of any Hazardous Substance, or the exacerbation of any Hazardous Substance contamination resulting from any act or omission of Grantee, its contractors, agents, employees, guests, invitees, or affiliates regardless of whether the release, threatened release, or exacerbation occurring anytime Grantee uses or has used the Easement Property.
- (c) Grantee shall fully indemnify, defend, and hold State harmless for any Liabilities that arise out of or relate to Grantee's breach of obligations under Subsection 8.5.
- (d) Third Parties.

- (1) Grantee has no duty to indemnify State for acts or omissions of third parties unless Grantee fails to exercise the standard of care required by Paragraph 8.2(b)(2). Grantee's third-party indemnification duty arises under the conditions described in Subparagraph 8.7(d)(2).
 - (2) If an administrative or legal proceeding arising from a release or threatened release of Hazardous Substances finds or holds that Grantee failed to exercise care as described in Subparagraph 8.7(d)(1), Grantee shall fully indemnify, defend, and hold State harmless from and against any liabilities arising from the acts or omissions of third parties in relation to the release or threatened release of Hazardous Substances. This includes any liabilities arising before the finding or holding in the proceeding.
- (e) Grantee is obligated to indemnify under the Subsection 8.7 regardless of whether a NPDES or other permit or license authorizes the discharge or release of Hazardous Substances.

8.8 Reservation of Rights.

- (a) For any environmental liabilities not covered by the indemnification provisions of Subsection 8.7, the Parties expressly reserve and do not waive or relinquish any rights, claims, immunities, causes of action, or defenses relating to the presence, release, or threatened release of Hazardous Substances that either Party may have against the other under law.
- (b) This Easement affects no right, claim, immunity, or defense either Party may have against third parties, and the Parties expressly reserve all such rights, claims, immunities, and defenses.
- (c) The provisions under this Section 8 do not benefit, or create rights for, third parties.
- (d) The allocations of risks, liabilities, and responsibilities set forth above do not release either Party from, or affect the liability of either Party for, claims or actions by federal, state, or local regulatory agencies concerning Hazardous Substances.

8.9 Cleanup.

- (a) If Grantee's act, omission, or breach of obligation under Subsection 8.4 results in a release of Hazardous Substances, Grantee shall, at Grantee's sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substances in accordance with applicable law. Cleanup actions include, without limitation, removal, containment, and remedial actions.
- (b) Grantee's obligation to undertake a cleanup under Section 8 is limited to those instances where the Hazardous Substances exist in amounts that exceed the threshold limits of any applicable regulatory cleanup standards.
- (c) At the State's discretion, Grantee may undertake a cleanup of the Easement Property pursuant to the Washington State Department of Ecology's Voluntary Cleanup Program, provided that Grantee cooperates with the Department of Natural Resources in development of cleanup plans. Grantee shall not proceed

with Voluntary Cleanup without Department of Natural Resources approval of final plans. Nothing in the operation of this provision is an agreement by Department of Natural Resources that the Voluntary Cleanup complies with any laws or with the provisions of this Easement. Grantee's completion of a Voluntary Cleanup is not a release from or waiver of any obligation for Hazardous Substances under this Easement.

8.10 Sampling by State, Reimbursement, and Split Samples.

- (a) State may conduct sampling, tests, audits, surveys, or investigations ("Tests") of the Easement Property at any time to determine the existence, scope, or effects of Hazardous Substances.
- (b) If such Tests, along with any other information, demonstrate the existence, release, or threatened release of Hazardous Substances arising out of any action, inaction, or event described or referred to in Subsection 8.4, above, Grantee shall promptly reimburse State for all costs associated with such Tests.
- (c) State shall not seek reimbursement for any Tests under this Subsection 8.10 unless State provides Grantee written notice of its intent to conduct any Tests at least thirty (30) calendar days prior to undertaking such Tests, except when such Tests are in response to an emergency. Grantee shall reimburse State for Tests performed in response to an emergency if State has provided such notice as is reasonably practical.
- (d) Grantee is entitled to obtain split samples of any Test samples obtained by State, but only if Grantee provides State with written notice requesting such samples within twenty (20) calendar days of the date of Grantee's receipt of notice of State's intent to conduct any non-emergency Tests. Grantee solely shall bear the additional cost, if any, of split samples. Grantee shall reimburse State for any additional costs caused by split sampling within thirty (30) calendar days after State sends Grantee a bill with documentation for such costs.
- (e) Within sixty (60) calendar days of a written request (unless otherwise required pursuant to Paragraph 8.6(c), above), either Party to this Easement shall provide the other Party with validated final data, quality assurance/quality control information, and chain of custody information, associated with any Tests of the Easement Property performed by or on behalf of State or Grantee. There is no obligation to provide any analytical summaries or the work product of experts.

8.11 Closeout Assessment.

- (a) State has discretion to require Grantee to conduct a Closeout Environmental Assessment ("Closeout Assessment") prior to Termination of the Easement.
- (b) The purpose of the Closeout Assessment is to determine the existence, scope, or effects of any Hazardous Substances on the Easement Property and any associated natural resources. The Closeout Assessment may include sediment sampling. Sediment sampling includes those sample locations and parameters reported in Exhibit C as well as any additional testing State may require.

- (c) State shall provide Grantee with written notice that a Closeout Assessment is required no later than one hundred eighty (180) calendar days prior to the Termination Date, or within ninety (90) days of any valid notice to terminate the Easement earlier than originally agreed.
- (d) Within sixty (60) days of State's notice that Closeout Assessment is required and before commencing assessment activities, Grantee shall submit a proposed plan for conducting the Closeout Assessment in writing for State's approval.
- (e) If State fails to approve or disapprove of the plan in writing within sixty (60) days of its receipt, State waives requirement for approval.
- (f) Grantee shall be responsible for all costs required to complete planning, sampling, analyzing, and reporting associated with the Closeout Assessment.
- (g) If the initial results of the Closeout Assessment disclose that Hazardous Substances may have migrated to other property, State may require additional Closeout Assessment work to determine the existence, scope, and effect of any Hazardous Substances on adjacent property, any other property subject to use by Grantee in conjunction with its use of the Easement Property, or on any associated natural resources.
- (h) Grantee shall submit Closeout Assessment to State upon completion.
- (i) As required by law, Grantee shall report to the appropriate regulatory authorities if the Closeout Assessment discloses a release or threatened release of Hazardous Substances.

SECTION 9 ASSIGNMENT

Grantee shall not assign any part of Grantee's interest in this Easement or the Easement Property or grant any rights or franchises to third parties without State's prior written consent, which State shall not unreasonably condition or withhold. State reserves the right to reasonably change the terms and conditions of this Easement upon State's consent to assignment.

SECTION 10 INDEMNITY, FINANCIAL SECURITY, INSURANCE

10.1 Indemnity.

Each Party is responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority.

10.2 Insurance Terms.

(a) Insurance Required.

- (1) Grantee certifies that it is self-insured for all the liability exposures, its self-insurance plan satisfies all State requirements, and its self-insurance plan provides coverage equal to that required in this Subsection 10.2 and by Subsection 10.3, Insurance Types and Limits. Grantee shall provide to State evidence of its status as a self-insured entity. Upon request by State, Grantee shall provide a written description of its financial condition and/or

the self-insured funding mechanism. Grantee shall provide State with at least thirty (30) days' written notice prior to any material changes to Grantee's self-insured funding mechanism.

- (2) Unless State agrees to an exception, Grantee shall provide insurance issued by an insurance company or companies admitted to do business in the State of Washington and have a rating of A- or better by the most recently published edition of Best's Reports. Grantee may submit a request to the risk manager for the Department of Natural Resources for an exception to this requirement. If an insurer is not admitted, the insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.
 - (3) The State of Washington, the Department of Natural Resources, its elected and appointed officials, agents, and employees must be named as an additional insured on all general liability, excess, umbrella, property, builder's risk, and pollution legal liability insurance policies.
 - (4) All insurance provided in compliance with this Easement must be primary as to any other insurance or self-insurance programs afforded to or maintained by State.
- (b) Waiver.
- (1) Grantee waives all rights against State for recovery of damages to the extent insurance maintained pursuant to this Easement covers these damages.
 - (2) Except as prohibited by law, Grantee waives all rights of subrogation against State for recovery of damages to the extent that they are covered by insurance maintained pursuant to this Easement.
- (c) Proof of Insurance.
- (1) Grantee shall provide State with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with insurance requirements specified in this Easement and, if requested, copies of policies to State.
 - (2) The certificate(s) of insurance must reference additional insureds and the Easement number.
 - (3) Receipt of such certificates or policies by State does not constitute approval by State of the terms of such policies.
- (d) State must receive written notice before cancellation or non-renewal of any insurance required by this Easement, in accordance with the following:
- (1) Insurers subject to RCW 48.18 (admitted and regulated by the Insurance Commissioner): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State forty-five (45) days' advance notice of cancellation or non-renewal.
 - (2) Insurers subject to RCW 48.15 (surplus lines): If cancellation is due to non-payment of premium, provide State ten (10) days' advance notice of cancellation; otherwise, provide State thirty (30) days' advance notice of cancellation or non-renewal.

- (e) Adjustments in Insurance Coverage.
 - (1) State may impose changes in the limits of liability for all types of insurance as State deems necessary.
 - (2) Grantee shall secure new or modified insurance coverage within thirty (30) days after State requires changes in the limits of liability.
- (f) If Grantee fails to procure and maintain the insurance described above within fifteen (15) days after Grantee receives a notice to comply from State, State may either:
 - (1) Deem the failure an Event of Default under Section 14, or
 - (2) Procure and maintain comparable substitute insurance and pay the premiums. Upon demand, Grantee shall pay to State the full amount paid by State, together with interest at the rate provided in Subsection 6.2 from the date of State's notice of the expenditure until Grantee's repayment.
- (g) General Terms.
 - (1) State does not represent that coverage and limits required under this Easement will be adequate to protect Grantee.
 - (2) Coverage and limits do not limit Grantee's liability for indemnification and reimbursements granted to State under this Easement.
 - (3) The Parties shall use any insurance proceeds payable by reason of damage or destruction to Easement Property first to restore the Easement Property, then to pay the cost of the reconstruction, then to pay the State any sums in arrears, and then to Grantee.

10.3 Insurance Types and Limits.

- (a) General Liability Insurance.
 - (1) Grantee shall maintain commercial general liability insurance (CGL) or marine general liability (MGL) covering claims for bodily injury, personal injury, or property damage arising on the Easement Property and/or arising out of the Permitted Use and, if necessary, commercial umbrella insurance with a limit of not less than One Million Dollars (\$1,000,000) per each occurrence. If such CGL or MGL insurance contains aggregate limits, the general aggregate limit must be at least twice the "each occurrence" limit. CGL or MGL insurance must have products-completed operations aggregate limit of at least two times the "each occurrence" limit.
 - (2) CGL insurance must be written on Insurance Services Office (ISO) Occurrence Form CG 00 01 (or a substitute form providing equivalent coverage). All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

- (3) MGL insurance must have no exclusions for non-owned watercraft.
- (b) Workers' Compensation.
 - (1) State of Washington Workers' Compensation.
 - (i) Grantee shall comply with all State of Washington workers' compensation statutes and regulations. Grantee shall provide workers' compensation coverage for all employees of Grantee. Coverage must include bodily injury (including death) by accident or disease, which arises out of or in connection with the Permitted Use or related activities.
 - (ii) If Grantee fails to comply with all State of Washington workers' compensation statutes and regulations and State incurs fines or is required by law to provide benefits to or obtain coverage for such employees, Grantee shall indemnify State. Indemnity includes all fines; payment of benefits to Grantee, employees, or their heirs or legal representatives; and the cost of effecting coverage on behalf of such employees.
 - (2) Longshore and Harbor Worker's Act. The Longshore and Harbor Worker's Compensation Act (33 U.S.C. Section 901 *et. seq.*) may require Grantee to provide insurance coverage for longshore and harbor workers other than seaman. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Grantee is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with this Act. Grantee is responsible for all civil and criminal liability arising from failure to maintain such coverage.
 - (3) Jones Act. The Jones Act (46 U.S.C. Section 688) may require Grantee to provide insurance coverage for seamen injured during employment resulting from negligence of the owner, master, or fellow crew members. Failure to obtain coverage in the amount required by law may result in civil and criminal liabilities. Grantee is fully responsible for ascertaining if such insurance is required and shall maintain insurance in compliance with this Act. Grantee is responsible for all civil and criminal liability arising from failure to maintain such coverage.
- (c) Employer's Liability Insurance. Grantee shall procure employer's liability insurance, and, if necessary, commercial umbrella liability insurance with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident or One Million Dollars (\$1,000,000) each employee for bodily injury by disease.
- (d) Pollution Legal Liability Insurance.
 - (1) Grantee shall procure and maintain for the duration of this Easement pollution legal liability insurance, including investigation and defense costs, for bodily injury and property damage, including loss of use of damaged property or of property that has been physically damaged or destroyed. Such coverage must provide for both on-site and off-site cleanup costs and cover gradual and sudden pollution, and include in its

scope of coverage natural resource damage claims. Grantee shall maintain coverage in an amount of at least:

- (i) One Million Dollars (\$1,000,000) each occurrence for Tenant's operations at the site(s) identified above, and
 - (ii) Five Million Dollars (\$5,000,000) general aggregate or policy limit, if any.
- (2) Such insurance may be provided on an occurrence or claims-made basis. If such coverage is obtained as an endorsement to the CGL and is provided on a claims-made basis, the following additional conditions must be met:
- (i) The Insurance Certificate must state that the insurer is covering Hazardous Substance removal.
 - (ii) The policy must contain no retroactive date, or the retroactive date must precede abatement services.
 - (iii) Coverage must be continuously maintained with the same insurance carrier through the official completion of any work on the Easement Property.
 - (iv) The extended reporting period (tail) must be purchased to cover a minimum of thirty-six (36) months beyond completion of work.

10.4 Financial Security.

- (a) At its own expense, Grantee shall procure and maintain during the Term of this Easement a corporate security bond or provide other financial security that State may approve ("Security"). Grantee shall provide Security in an amount equal to Five Hundred Dollars (\$500), which is consistent with RCW 79.105.330, and secures Grantee's performance of its obligations under this Easement, with the exception of the obligations under Section 8, Environmental Liability/Risk Allocation. Grantee's failure to maintain the Security in the required amount during the Term constitutes a breach of this Easement.
- (b) All Security must be in a form acceptable to the State.
 - (1) Bonds must be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better, in the most recently published edition of Best's Reports, unless State approves an exception.. Grantee may submit a request to risk manager for the Department of Natural Resources for an exception to this requirement.
 - (2) Letters of credit, if approved by State, must be irrevocable, allow State to draw funds at will, provide for automatic renewal, and comply with RCW 62A.5-101, *et. seq.*
 - (3) Savings account assignments, if approved by State, must allow State to draw funds at will.
- (c) Adjustment in Amount of Security.
 - (1) State may require an adjustment in the Security amount:
 - (i) At the same time as revaluation, if any,
 - (ii) As a condition of approval of assignment of this Easement,

- (iii) Upon a material change in the condition or disposition of any Improvements, or
- (iv) Upon a change in the Permitted Use.
- (2) Grantee shall deliver a new or modified form of Security to State within thirty (30) days after State has required adjustment of the amount of the Security.
- (d) Upon any default by Grantee in its obligations under this Easement, State may collect on the Security to offset the liability of Grantee to State. Collection on the Security does not (1) relieve Grantee of liability, (2) limit any of State's other remedies, (3) reinstate or cure the default or (4) prevent termination of the Easement because of the default.

SECTION 11 ROUTINE MAINTENANCE AND REPAIR

11.1 State's Repairs. This Easement does not obligate State to make any alterations, maintenance, replacements, or repairs in, on, or about the Easement Property, during the Term.

11.2 Grantee's Repairs and Maintenance.

- (a) Routine maintenance and repair are acts intended to prevent a decline, lapse or, cessation of the Permitted Use and associated Improvements. Routine maintenance or repair is the type of work that does not require regulatory permits.
- (b) At Grantee's sole expense, Grantee shall keep and maintain all Grantee-Owned Improvements and the Easement Property as it relates to the Permitted Use in good order and repair and in a safe condition. State's consent is not required for routine maintenance or repair.
- (c) At Grantee's own expense, Grantee shall make any additions, repairs, alterations, maintenance, replacements, or changes to the Easement Property or to any Improvements on the Easement Property that any public authority requires because of the Permitted Use.
- (d) Grantee shall follow procedures for the inspection, routine maintenance, and emergency plans in Exhibit B. Upon State's request, Grantee shall provide State with a copy of complete Operation and Maintenance Manual and/or Facilities Plan.
- (e) Upon completion of maintenance activities, Grantee shall remove all debris and restore the Easement Property, as nearly as possible, to the condition prior to the commencement of work.

SECTION 12 DAMAGE OR DESTRUCTION

12.1 Notice and Repair.

- (a) In the event of any known damage to or destruction of the Easement Property or any Improvements, Grantee shall promptly give written notice to State. State

does not have actual knowledge of the damage or destruction of the Easement Property or any Improvements without Grantee's written notice.

- (b) Unless otherwise agreed in writing, Grantee shall promptly reconstruct, repair, or replace any Improvements in accordance with Subsection 7.3, Construction, Major Repair, Modification, and Demolition, as nearly as possible to its condition immediately prior to the damage or destruction. Where damage to state-owned aquatic land or natural resources is attributable to the Permitted Use or related activities, Grantee shall promptly restore the lands or resources to the condition preceding the damage in accordance with Subsection 7.3 unless otherwise agreed in writing.

12.2 State's Waiver of Claim. State does not waive any claims for damage or destruction of the Easement Property unless State provides written notice to Grantee of each specific claim waived.

12.3 Insurance Proceeds. Grantee's duty to reconstruct, repair, or replace any damage or destruction of the Easement Property or any Improvements on the Easement Property is not conditioned upon the availability of any insurance proceeds to Grantee from which the cost of repairs may be paid. The Parties shall use insurance proceeds in accordance with Subparagraph 10.2(g)(3).

SECTION 13 CONDEMNATION

In the event of condemnation, the Parties shall allocate the award between State and Grantee based upon the ratio of the fair market value of (1) Grantee's rights in the Easement Property and Grantee-Owned Improvements and (2) State's interest in the Easement Property; the reversionary interest in Grantee-Owned Improvements, if any; and State-Owned Improvements. In the event of a partial taking, the Parties shall compute the ratio based on the portion of Easement Property or Improvements taken. If Grantee and State are unable to agree on the allocation, the Parties shall submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association.

SECTION 14 TERMINATION

14.1 Termination by Breach. State may terminate this Easement upon Grantee's failure to cure a breach of the terms and conditions of this Easement. State shall provide Grantee written notice of breach. Grantee shall have sixty (60) days after receiving notice to cure. State may extend the cure period if breach is not reasonably capable of cure within sixty (60) days.

14.2 Termination by Nonuse. If Grantee does not use the Easement Property for a period of three (3) successive years, this Easement terminates without further action by State. Grantee's rights revert to State upon Termination by Nonuse.

14.3 Termination by Grantee. Grantee may terminate this Easement upon providing State with sixty (60) days written notice of intent to terminate.

SECTION 15 NOTICE AND SUBMITTALS

15.1 Notice. Following are the locations for delivery of notice and submittals required or permitted under this Easement. Any Party may change the place of delivery upon ten (10) days written notice to the other.

State: DEPARTMENT OF NATURAL RESOURCES
South Puget Sound Region
950 Farman Avenue North
Enumclaw, WA 98022-9282

Grantee: CITY OF SHELTON
525 West Cota Street
Shelton, WA 98584-2239

The Parties may deliver any notice in person, by facsimile machine, or by certified mail. Depending on the method of delivery, notice is effective upon personal delivery, upon receipt of a confirmation report if delivered by facsimile machine, or three (3) days after mailing. All notices must identify the Easement number. On notices transmitted by facsimile machine, the Parties shall state the number of pages contained in the notice, including the transmittal page, if any.

15.2 Contact Persons. On the Commencement Date, the following persons are designated day-to-day contact persons. Any Party may change the Contact Person upon reasonable notice to the other.

State: Shannon Soto, Natural Resource Specialist
Telephone number: (360) 825-1631
Fax number: (360) 825-1672
E-mail address: shannon.soto@dnr.wa.gov

Grantee: Michael J. Michael, City Engineer
Telephone number: (360) 432-5125
E-mail address: mmichael@ci.shelton.wa.us

SECTION 16 MISCELLANEOUS

16.1 Authority. Grantee and the person or persons executing this Easement on behalf of Grantee represent that Grantee is qualified to do business in the State of Washington, that Grantee has full right and authority to enter into this Easement, and that each and every person signing on behalf of Grantee is authorized to do so. Upon State's request, Grantee shall provide evidence satisfactory to State confirming these representations. This Easement is entered into by State pursuant to the authority granted it in Chapter 43.12 RCW, Chapter 43.30 RCW, and Title 79 RCW and the Constitution of the State of Washington.

16.2 Successors and Assigns. This Easement binds and inures to the benefit of the Parties, their successors, and assigns.

16.3 Headings. The headings used in this Easement are for convenience only and in no way define, limit, or extend the scope of this Easement or the intent of any provision.

16.4 Entire Agreement. This Easement, including the exhibits and addenda, if any, contains the entire agreement of the Parties. This Easement merges all prior and contemporaneous agreements, promises, representations, and statements relating to this transaction or to the Easement Property.

16.5 Waiver.

- (a) The waiver of any breach or default of any term, covenant, or condition of this Easement is not a waiver of such term, covenant, or condition; of any subsequent breach or default of the same; or of any other term, covenant, or condition of this Easement. State's acceptance of payment is not a waiver of any preceding or existing breach other than the failure to pay the particular payment that was accepted.
- (b) The renewal of the Easement, extension of the Easement, or the issuance of a new Easement to Grantee, does not waive State's ability to pursue any rights or remedies under the Easement.

16.6 Cumulative Remedies. The rights and remedies under this Easement are cumulative and in addition to all other rights and remedies afforded by law or equity or otherwise.

16.7 Time is of the Essence. TIME IS OF THE ESSENCE as to each and every provision of this Easement.

16.8 Language. The word "Grantee" as used in this Easement applies to one or more persons, as the case may be. The singular includes the plural, and the neuter includes the masculine and feminine. If there is more than one Grantee, their obligations are joint and several. The word "persons," whenever used, includes individuals, firms, associations, and corporations. The word "Parties" means State and Grantee in the collective. The word "Party" means either or both State and Grantee, depending on context.

16.9 Invalidity. The invalidity, voidness, or illegality of any provision of this Easement does not affect, impair, or invalidate any other provision of this Easement.

16.10 Applicable Law and Venue. This Easement is to be interpreted and construed in accordance with the laws of the State of Washington. Any reference to a statute means that statute as presently enacted or hereafter amended or superseded. Venue for any action arising out of or in connection with this Easement is in the Superior Court for Thurston County, Washington.

16.11 Recordation. At Grantee's expense and no later than thirty (30) days after receiving the fully-executed Easement, Grantee shall record this Lease in the county in which the Property is located. Grantee shall include the parcel number of the upland property used in conjunction with the Property, if any. Grantee shall provide State with recording information, including the date of recordation and file number. If Grantee fails to record this Easement, State may record it and Grantee shall pay the costs of recording upon State's demand.

16.12 Modification. No modification of this Easement is effective unless in writing and signed by the Parties. Oral representations or statements do not bind either Party.

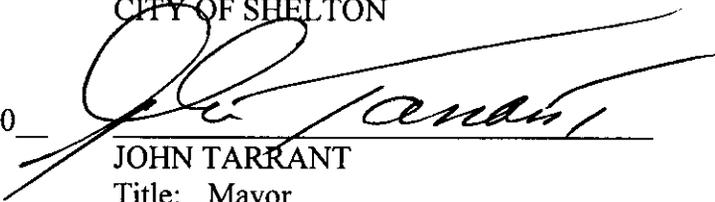
16.13 Survival. Any obligations of Grantee not fully performed upon termination of this Easement do not cease, but continue as obligations of the Grantee until fully performed.

16.14 Exhibits. All referenced exhibits are incorporated in this Easement unless expressly identified as unincorporated.

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

CITY OF SHELTON

Dated: 5-31-2011, 20

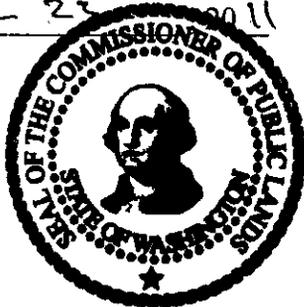


JOHN TARRANT
Title: Mayor

Address: 525 West Cota Street
Shelton, WA 98584-2239

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: June 23, 2011





PETER GOLDMARK
Title: Commissioner of Public Lands

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

Approved as to form this
28 day of April, 2008
Janis Snoey, Assistant Attorney General

STATE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
County of)

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

Dated: 6-23, 2011

Linda Heckel
(Signature)

(Seal or stamp)



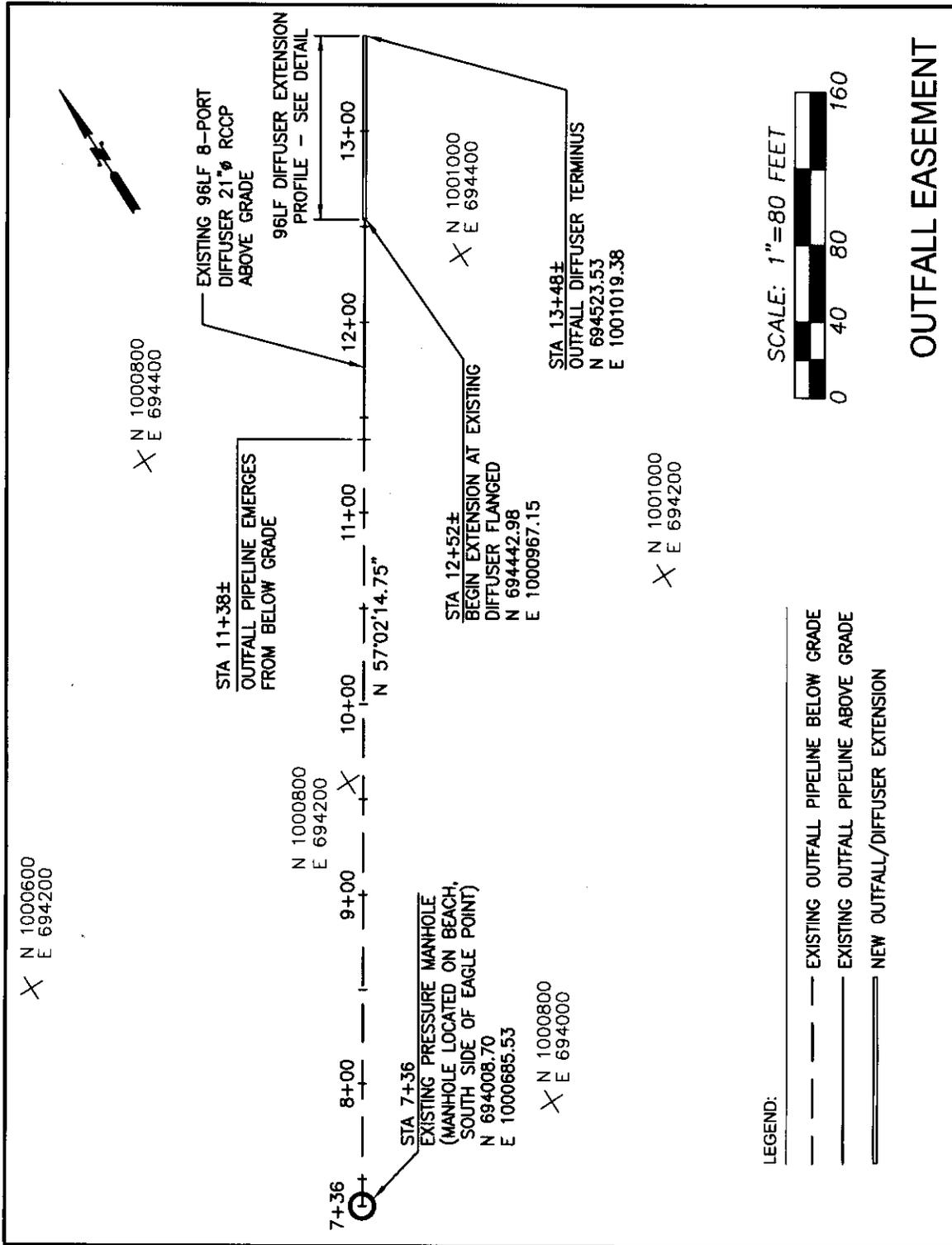
Linda Heckel
(Print Name)

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

Olympia

My appointment expires 11-17-13

Temporary Exhibit A

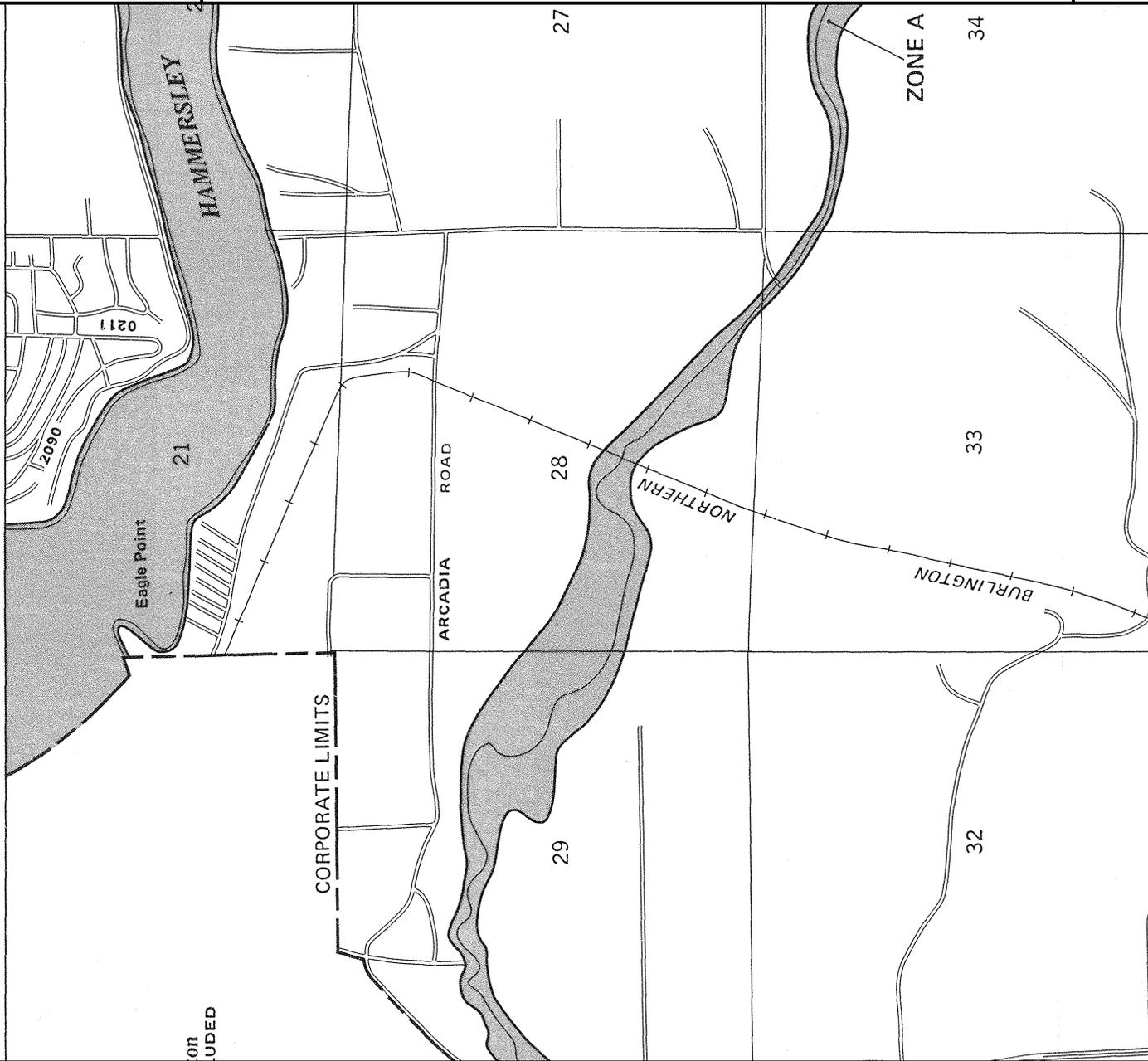


Copies of Exhibit B and Exhibit C pages 31 through 203 are on file with the Washington Department of Natural Resources title and record office under the file for aquatics land outfall easement 51-081318.



APPROXIMATE SCALE IN FEET
2000 0 2000

JOINS PANEL 0200



on
DUED

NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

MASON COUNTY,
WASHINGTON
(UNINCORPORATED AREAS)

PANEL 275 OF 300

(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER
530115 0275 C

EFFECTIVE DATE:
MAY 17, 1988



Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps, check the FEMA Flood Map Store at www.msc.fema.gov



U.S. Fish and Wildlife Service

National Wetlands Inventory

Apr 25, 2016



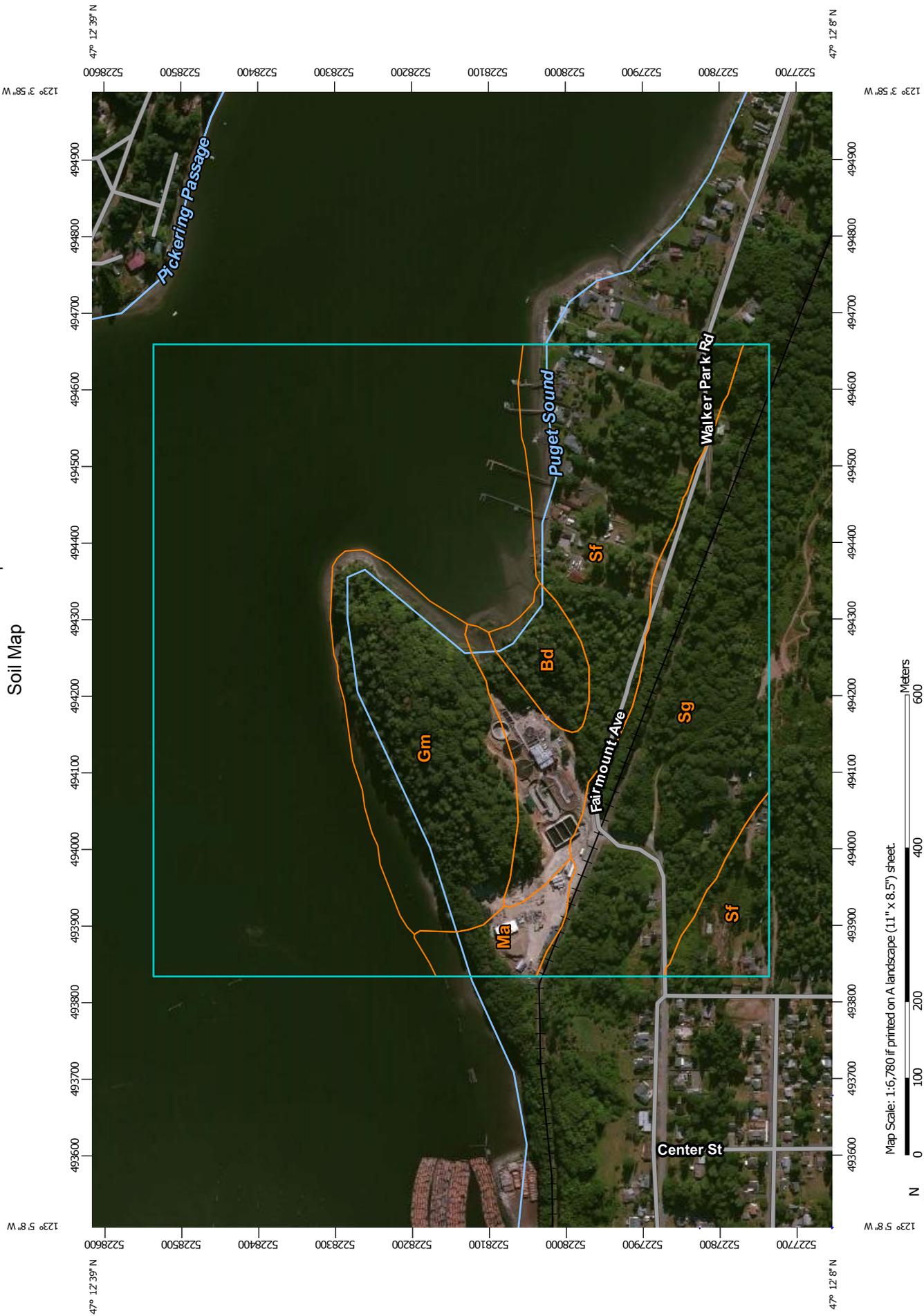
Wetlands

- Freshwater Emergent
- Freshwater Forested/Shrub
- Estuarine and Marine Deepwater
- Estuarine and Marine
- Freshwater Pond
- Lake
- Riverine
- Other

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

User Remarks:

Custom Soil Resource Report Soil Map



Map Scale: 1:6,780 if printed on A landscape (11" x 8.5") sheet.

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 10N WGS84

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:31,700.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Mason County, Washington
 Survey Area Data: Version 11, Sep 15, 2015

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Data not available.

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

MAP LEGEND

 Area of Interest (AOI)	 Spoil Area
 Soil Map Unit Polygons	 Stony Spot
 Soil Map Unit Lines	 Very Stony Spot
 Soil Map Unit Points	 Wet Spot
 Special Point Features	 Other
 Blowout	 Special Line Features
 Borrow Pit	Water Features
 Clay Spot	 Streams and Canals
 Closed Depression	Transportation
 Gravel Pit	 Rails
 Gravelly Spot	 Interstate Highways
 Landfill	 US Routes
 Lava Flow	 Major Roads
 Marsh or swamp	 Local Roads
 Mine or Quarry	Background
 Miscellaneous Water	 Aerial Photography
 Perennial Water	
 Rock Outcrop	
 Saline Spot	
 Sandy Spot	
 Severely Eroded Spot	
 Sinkhole	
 Slide or Slip	
 Sodic Spot	

Map Unit Legend

Mason County, Washington (WA645)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Bd	Bellingham silt loam, 0 to 3 percent slopes	3.5	2.1%
Gm	Grove gravelly sandy loam, 15 to 30 percent slopes	20.6	12.5%
Ma	Made land	3.6	2.2%
Sf	Shelton gravelly sandy loam, 5 to 15 percent slopes	32.0	19.5%
Sg	Shelton gravelly sandy loam, 15 to 30 percent slopes	30.6	18.7%
Subtotals for Soil Survey Area		90.3	55.1%
Totals for Area of Interest		164.0	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

Custom Soil Resource Report

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Mason County, Washington

Bd—Bellingham silt loam, 0 to 3 percent slopes

Map Unit Setting

National map unit symbol: 2hjj
Mean annual precipitation: 35 to 60 inches
Mean annual air temperature: 50 degrees F
Frost-free period: 150 to 210 days
Farmland classification: Prime farmland if drained

Map Unit Composition

Bellingham and similar soils: 100 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Bellingham

Setting

Landform: Depressions
Parent material: Alluvium, lacustrine deposits and loess

Typical profile

H1 - 0 to 8 inches: silt loam
H2 - 8 to 60 inches: clay

Properties and qualities

Slope: 0 to 3 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Poorly drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 0 to 12 inches
Frequency of flooding: None
Frequency of ponding: None
Available water storage in profile: Very high (about 12.1 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 5w
Hydrologic Soil Group: C/D
Other vegetative classification: Wet Soils (G002XN102WA)

Gm—Grove gravelly sandy loam, 15 to 30 percent slopes

Map Unit Setting

National map unit symbol: 2hkp
Mean annual precipitation: 90 inches
Mean annual air temperature: 48 degrees F
Frost-free period: 160 to 180 days
Farmland classification: Farmland of statewide importance

Map Unit Composition

Grove and similar soils: 100 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Grove

Setting

Landform: Outwash plains

Parent material: Glacial outwash

Typical profile

H1 - 0 to 13 inches: gravelly sandy loam

H2 - 13 to 28 inches: very gravelly sandy loam

H3 - 28 to 60 inches: very gravelly loamy sand

Properties and qualities

Slope: 15 to 30 percent

Depth to restrictive feature: More than 80 inches

Natural drainage class: Somewhat excessively drained

Capacity of the most limiting layer to transmit water (Ksat): High (1.98 to 5.95 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Available water storage in profile: Low (about 3.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 4e

Hydrologic Soil Group: A

Other vegetative classification: Sloping to Steep Soils (G002XN702WA)

Ma—Made land

Map Unit Composition

Made land: 100 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Made Land

Typical profile

H1 - 0 to 6 inches: variable

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 8s

Sf—Shelton gravelly sandy loam, 5 to 15 percent slopes

Map Unit Setting

National map unit symbol: 2hn1

Elevation: 100 to 800 feet

Mean annual precipitation: 50 to 70 inches

Mean annual air temperature: 48 to 50 degrees F

Frost-free period: 150 to 180 days

Farmland classification: Farmland of statewide importance

Map Unit Composition

Shelton and similar soils: 100 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Shelton

Setting

Landform: Moraines

Parent material: Basal till with volcanic ash

Typical profile

H1 - 0 to 3 inches: very gravelly medial loam

H2 - 3 to 27 inches: very gravelly medial sandy loam

H3 - 27 to 60 inches: very gravelly sandy loam

Properties and qualities

Slope: 5 to 15 percent

Depth to restrictive feature: More than 80 inches; 25 to 36 inches to densic material

Natural drainage class: Moderately well drained

Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately low (0.00 to 0.06 in/hr)

Depth to water table: About 24 to 36 inches

Frequency of flooding: None

Frequency of ponding: None

Available water storage in profile: Very low (about 2.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 4s

Hydrologic Soil Group: A

Sg—Shelton gravelly sandy loam, 15 to 30 percent slopes

Map Unit Setting

National map unit symbol: 2hn2

Elevation: 100 to 800 feet

Mean annual precipitation: 50 to 70 inches

Mean annual air temperature: 48 to 50 degrees F

Custom Soil Resource Report

Frost-free period: 150 to 180 days

Farmland classification: Farmland of statewide importance

Map Unit Composition

Shelton and similar soils: 100 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Shelton

Setting

Landform: Moraines

Parent material: Basal till with volcanic ash

Typical profile

H1 - 0 to 3 inches: very gravelly medial loam

H2 - 3 to 27 inches: very gravelly medial sandy loam

H3 - 27 to 60 inches: very gravelly sandy loam

Properties and qualities

Slope: 15 to 30 percent

Depth to restrictive feature: More than 80 inches; 25 to 36 inches to densic material

Natural drainage class: Moderately well drained

Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately low (0.00 to 0.06 in/hr)

Depth to water table: About 24 to 36 inches

Frequency of flooding: None

Frequency of ponding: None

Available water storage in profile: Very low (about 2.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 4e

Hydrologic Soil Group: A

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The Department of Ecology does NOT Warranty the Data and/or the Information on this Well Report.

WATER WELL REPORT
STATE OF WASHINGTON

30 APR 91 11:53

Start Card No. 063602
Water Right Permit No.

(1) OWNER: Name TED HIGBEE Address 1916 WALKER PARK ROAD SHELTON, WA 98584-

(2) LOCATION OF WELL: County MASON
(2a) STREET ADDRESS OF WELL (or nearest address) SAME - NW 1/4 SW 1/4 Sec 21 T 20 N., R 3 WM

(3) PROPOSED USE: DOMESTIC

(4) TYPE OF WORK: Owner's Number of well (If more than one) 1
NEW WELL Method: CABLE

(5) DIMENSIONS: Diameter of well 6 inches
Drilled 45 ft. Depth of completed well 45 ft.

(6) CONSTRUCTION DETAILS:
Casing installed: 6 " Dia. from +1.5 ft. to 40 ft.
WELDED " Dia. from ft. to ft.
" Dia. from ft. to ft.

Perforations: NO
Type of perforator used
SIZE of perforations in. by in.
perforations from ft. to ft.
perforations from ft. to ft.
perforations from ft. to ft.

Screens: YES
Manufacturer's Name JOHNSON
Type SLOTTED Model No.
Diam. 5 slot size 14 from 40 ft. to 45 ft.
Diam. slot size from ft. to ft.

Gravel packed: NO Size of gravel
Gravel placed from ft. to ft.

Surface seal: YES To what depth? 20 ft.
Material used in seal BENTONITE
Did any strata contain unusable water? NO
Type of water? Depth of strata ft.
Method of sealing strata off

(7) PUMP: Manufacturer's Name GRUNDFOS
Type SUBMERSIBLE H.P. 3/4

(8) WATER LEVELS: Land-surface elevation
above mean sea level ... 15 ft.
Static level 6 ft. below top of well Date 04/24/91
Artesian Pressure lbs. per square inch Date
Artesian water controlled by

(9) WELL TESTS: Drawdown is amount water level is lowered below static level.

Was a pump test made? NO If yes, by whom?
Yield: gal./min with ft. drawdown after hrs.

Recovery data
Time Water Level Time Water Level Time Water Level

Date of test / /
Bailer test 18 gal/min. 23 ft. drawdown after 1 hrs.
Air test gal/min. w/ stem set at ft. for hrs.
Artesian flow g-p.m. Date
Temperature of water Was a chemical analysis made? NO

(10) WELL LOG

Formation: Describe by color, character, size of material and structure, and show thickness of aquifers and the kind and nature of the material in each stratum penetrated, with at least one entry for each change in formation.

MATERIAL	FROM	TO
CLAY & COBBLES BROWN	0	12
SAND CLAY BROWN	12	14
CLAY SAND BROWN	14	26
HARD PAN GRAY	26	30
SAND & GRAVEL	30	32
SILT SAND	32	35
SAND & GRAVEL	35	46

Work started 04/22/91 Completed 04/24/91

WELL CONSTRUCTOR CERTIFICATION:
I constructed and/or accept responsibility for construction of this well, and its compliance with all Washington well construction standards. Materials used and the information reported above are true to my best knowledge and belief.

NAME ARCADIA DRILLING INC.
(Person, firm, or corporation) (Type or print)

ADDRESS SE 170 WALKER PARK RD
[SIGNED] *R. S. Hays* License No. 1444

Contractor's Registration No. ARCADD*147K1 Date 04/24/91

The Department of Ecology does NOT Warrant the Data and/or the Information on this Well Report.

Please print, sign and return to the Department of Ecology

RESOURCE PROTECTION WELL REPORT

CURRENT Notice of Intent No. E008558

(SUBMIT ONE WELL REPORT PER WELL INSTALLED)

Construction/Decommission ("x" in box)

- Construction
- Decommission

299404

Type of Well ("x" in box)

- Resource Protection
- Geotech Soil Boring

ORIGINAL INSTALLATION Notice of Intent Number: _____

Property Owner City of Shelton

Consulting Firm Parametrix

Site Address 1700 Fairmount Ave

Unique Ecology Well IDTag No. _____

City Shelton County Mason

WELL CONSTRUCTION CERTIFICATION: I constructed and/or accept responsibility for construction of this well, and its compliance with all Washington well construction standards. Materials used and the information reported above are true to my best knowledge and belief.

Location NE1/4-1/4 SE1/4 Sec 20 Twn 20N R 03

EWM or WWM

- Driller
- Engineer
- Trainee

Name (Print Last, First Name) Don Henderson

Lat/Long (s, t, r still REQUIRED) Lat Deg _____ Min _____ Sec _____

Driller/Engineer /Trainee Signature [Signature]

Long Deg _____ Min _____ Sec _____

Driller or Trainee License No. 2914

Tax Parcel No. 320204160010

Cased or Uncased Diameter 2" Static Level 23'

Work/Decommission Start Date 5/29/08

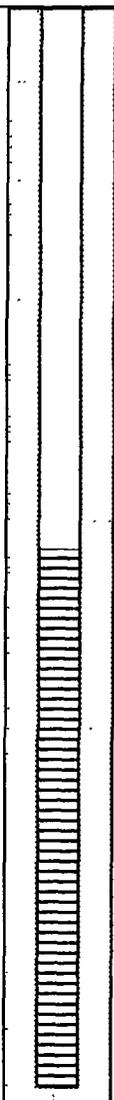
If trainee, licensed driller's Signature and License Number: _____

Work/Decommission Completed Date 5/29/08

Construction Design

Well Data

Formation Description

	<p>Drove a retractable stainless steel / PVC screen down to depth and collected a water sample.</p> <p>Boring Depth: <u>26'</u></p> <p>Screen: <u>23-24</u></p> <p>Slot Size: <u>1010</u></p> <p>Type: <u>Stainless Steel Temporary</u></p> <p>Removed all rods and casing from boring and backfilled with bentonite.</p>	<p><u>0-12</u> <u>Sand & gravel</u></p> <p><u>12-23</u> <u>Not observed</u></p>
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RECEIVED
 JUN 06 2008
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 Department of Ecology