

When recorded, return to:
Guemes Channel Holdings, LLC
2629 NW 54th Street, #201
Seattle, Washington 98107

CTI 222722-NCS
Title No. 620052154



HILARY S. FRANZ
COMMISSIONER OF PUBLIC LANDS

AMENDMENT AND NOTICE OF AND CONSENT TO ASSIGNMENT OF LEASE

Lease No. 22-A02606

Grantor: Washington State Department of Natural Resources
Grantee(s): Lovric's Landing, LLC
Legal Description: NW1/4 NE1/4, Section 23, Township 35 North, Range 1 East, W.M.
Auditor Reference Number(s): 201404070099
Assessor's Property Tax Parcel or Account Number: Not Applicable
Assessor's Property Tax Parcel or Account Number for Upland parcel used in conjunction with this lease: P31702

This Amendment and Notice of and Consent to Assignment of Lease ("Agreement") is made by and between STATE OF WASHINGTON acting through the Department of Natural Resources ("State"), Lovric's Landing, LLC, a Washington limited liability company, whose address is 3022 Oakes Avenue, Anacortes, WA 98221 ("Assignor") and Guemes Channel Holdings, LLC, a Washington limited liability company, whose address is 2629 NW 54th Street, #201, Seattle, WA 98107 ("Assignee").

BACKGROUND

- A. Lease No. 22-A02606 was entered into on the 3rd day of January, 2019, by and between Assignor and State, and recorded with the Skagit County Auditor's Office under Auditor's File Number 201901230027 (the "Lease").

- B. The Lease is for the Property legally described in Exhibit A to the Lease.
- C. Section 4 of this Agreement includes amendments to the Lease.
- D. The term "Lease" in this Agreement includes all amendments to the Lease entered into previous to the date of this Agreement and all amendments within Section 4 of this Agreement.
- E. Capitalized terms in this Agreement that are not expressly defined herein have the meaning assigned to them in the Lease.
- F. Assignor now possesses the rights, duties, and liabilities under the Lease.
- G. Assignor desires to assign and Assignee desires to assume the rights, duties, and liabilities of Lessee under the Lease. The Lease prohibits an assignment without State's consent. State is willing to give its consent based upon the assurances and agreements made in this Agreement.

THEREFORE, Assignor and Assignee agree as follows:

SECTION 1 NOTICE OF INTENT TO ASSIGN

Assignor gives notice of its intent to assign the Lease to Assignee. Assignor warrants to State and Assignee that Assignor will assign all of its rights, title, and interest as Lessee under the Lease to Assignee effective the 22 day of February, 2023, for the balance of the term as provided in the Lease upon State's consent to the assignment.

SECTION 2 NOTICE OF INTENT TO ASSUME

Assignee gives notice of its intent to assume all the duties and liabilities of Lessee under the Lease for the balance of the Lease term as provided in the Lease effective the 22 day of February, 2023. By signing this Agreement, Assignee guarantees faithful performance and discharge of the duties and liabilities of Lessee according to the terms of the Lease.

SECTION 3 NO RELEASE

State does not release Assignor from fully performing the provisions of the Lease. Assignor agrees that State and Assignee may change, modify, or amend the Lease in any way, including the rent to be paid. Any change, modification, or amendment of the Lease shall not release Assignor from fully performing the provisions of the Lease. Assignor remains liable to State to

the same extent as if no assignment had been made.

SECTION 4 AMENDMENTS

Paragraph 3.1 and Exhibit B of the Lease are amended to read as specified in Exhibit 1, attached hereto. All other terms of the Lease not inconsistent with this amendment or this Agreement are hereby affirmed and ratified.

SECTION 5 FURTHER ASSIGNMENTS

Further assignments may be made, without notice to or consent of Assignor, and without in any manner releasing or relieving Assignor from liability under the Lease. Assignor shall remain liable under all the terms, covenants, and conditions of the Lease as to the end of the term of the Lease. Further assignment shall not be made without prior written consent of State.

SECTION 6 WARRANTIES

Assignor represents and warrants to State and to Assignee that:

- (a) The Lease is in full force and effect;
- (b) Assignor is not in default or breach of the Lease;
- (c) Assignor has no knowledge of any claims, offsets, or defenses of any Lessee under the Lease or against State;
- (d) Rent due subsequent to this assignment have not been paid in advance by any Lessee; and
- (e) To the best of Assignor's knowledge, the Property is in full compliance with all applicable federal, state, and local governmental permits, rules, ordinances, and laws.

Assignor shall defend, indemnify and hold harmless State from any breach of the foregoing warranties and from any claims or causes of action, known or unknown, of Assignor that have or may arise from circumstances that precede this Agreement.

SECTION 7 NOTICE

Assignor instructs State to send all future notices to Assignee. Assignee has the obligation to keep Assignor informed about the activities on the Property and Assignee's performance of its obligations under the Lease. Assignee shall send to Assignor copies of any notices it receives or sends to State. Assignor has the obligation to remain informed of Assignee's activities on the Property, Assignee's performance of its obligations under the Lease, and Assignee's financial condition. State has no obligation to provide Assignor any notice or information concerning the Lease. Assignee and Assignor shall not rely on State to inform Assignor.

The parties shall direct notices required or permitted under this Consent to the following addresses:

State: DEPARTMENT OF NATURAL RESOURCES
Orca-Straits District
919 North Township Street
Sedro-Woolley, WA 98284

Assignor: LOVRIC'S LANDING, LLC
3022 Oakes Avenue
Anacortes, WA 98221

Assignee: GUEMES CHANNEL HOLDINGS, LLC
2629 NW 54th Street #201
Seattle, WA 98107

Any Party may change the place of delivery upon ten (10) days' written notice to the others. Notice is effective upon personal delivery or three (3) days after mailing.

SECTION 8 RECORDATION OF AGREEMENT AND ASSIGNMENT AND NOTICE TO STATE

Assignor agrees to provide written notice to State that an assignment between Assignor and Assignee has been executed and to record this Agreement and the assignment (or memorandum of assignment) between Assignor and Assignee in the county in which the Property resides. Such assignment, notice, and recording must occur within 60 days of the date upon which this Agreement is executed. To meet the requirement that the assignment between the Assignor and Assignee be recorded, Assignor may record either the assignment document or a memorandum of assignment. Written notice to State under this Section shall include the recording number of this Agreement, the recording number of the assignment (or memorandum of assignment), and a copy of the assignment document or memorandum of assignment. If Assignor fails to notify State of the assignment in accordance with this Section, this Agreement shall be void.

SECTION 9 CONSTRUCTION

This Agreement shall be construed under the laws of the State of Washington. In the event of conflict between any term, condition, or provision of any agreement between the Assignor and Assignee, and the terms of this Agreement or the Lease, the terms of this Agreement and the Lease shall control. In the event of conflict between any term, condition, or provision of this Agreement and the Lease, this Agreement shall control.

SECTION 10 CONSENT BY STATE

In consideration of the foregoing, State consents to the assignment of the Lease to Assignee. However, State expressly conditions this consent on the understanding that neither State's consent nor its collection of rent from Assignee shall be a waiver of the covenant restricting future assignments or subletting. Furthermore, State's acceptance of Assignee as Lessee shall not be construed as releasing Assignor from full performance of the provisions of the Lease. Except as set forth in this Agreement, no provision of this Agreement or this consent alters or modifies any of the terms and conditions of the Lease, including the requirement that the written consent of State be obtained before any further assignment of the Lease or subletting of the Property occurs. If State fails to receive written notice of the assignment in accordance with Section 8 of this Agreement, State's consent shall be void.

THIS AGREEMENT requires the signature of all Parties and is effective as of
February 22, 2023.

Dated: 2/14/2023, 20__

ASSIGNOR:
LOVRIC'S LANDING, LLC

Florence Lovric

Name: FLORENCE LOVRIC
Title: President
Address: 3022 Oakes Avenue
Anacortes, WA 98221
Phone: 360-293-2042

Dated: 2/14/2023, 20__

ASSIGNEE:
GUEMES CHANNEL HOLDINGS, LLC

Lindsay Skorohod

Name: LINDSAY SCKOROHOD
Title: Authorized Representative
Address: 2629 NW 54th Street #201
Seattle, WA 98107
Phone: 425-736-9819

Dated: 2/14/2023, 20__

STATE OF WASHINGTON
DEPARTMENT OF NATURAL
RESOURCES

Thomas Gorman

Name: THOMAS GORMAN
Title: Aquatic Resources Division
Manager
Address: 1111 Washington St SE
Olympia, WA 98504-7027

REPRESENTATIVE ACKNOWLEDGMENT

Notarized online using audio-video communication

STATE OF Washington)
COUNTY OF Skagit) ss.

I certify that I know or have satisfactory evidence that FLORENCE LOVRIC is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the President of Lovric's Landing, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

This notarial act involved the use of communication technology.

Dated: 2/14/2023, 20__

(Seal or stamp)

MICHAEL MCKENZIE
Notary Public
State of Washington
Commission # 22035468
Commission Expires 11/21/2026

Michael McKenzie

(Signature)

Michael McKenzie

(Print Name)

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

My appointment expires 11/21/2026

REPRESENTATIVE ACKNOWLEDGMENT

Notarized online using audio-video communication

STATE OF Washington)
) ss.
COUNTY OF skagit)

I certify that I know or have satisfactory evidence that LINDSAY SCKOROHOD is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Authorized Representative of Guemes Channel Holdings, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

This notarial act involved the use of communication technology.

Dated: 2/14/2023, 20__

(Seal or stamp)

MICHAEL MCKENZIE
Notary Public
State of Washington
Commission # 22035468
Commission Expires 11/21/2026

Michael McKenzie
(Signature)

Michael McKenzie

(Print Name)

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

My appointment expires 11/21/2026

STATE ACKNOWLEDGMENT

Notarized online using audio-video communication

STATE OF WASHINGTON)
) ss.
County of Skagit)

I certify that I know or have satisfactory evidence that THOMAS GORMAN 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 Aquatic Resources Division Manager of the Department of Natural Resources, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

This notarial act involved the use of communication technology.

Dated: 2/14/2023, 20__

(Seal or stamp)

MICHAEL MCKENZIE
Notary Public
State of Washington
Commission # 22035468
Commission Expires 11/21/2026

Michael McKenzie
(Signature)

Michael McKenzie
(Print Name)

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

My appointment expires 11/21/2026

AMENDMENT EXHIBIT 1

Paragraph 3.1 of the Lease is replaced to read as specified below:

3.1 Term Defined. The term of this Lease is fourteen (14) years (the "Term"), beginning on the 1st day of January, 2019 (the "Commencement Date"), and ending on the 1st day of March, 2033 (the "Termination Date"), unless terminated sooner under the terms of this Lease.

Exhibit B of the Lease is replaced to read as specified below:

**PLAN OF OPERATIONS
EXHIBIT B****1. DESCRIPTION OF PERMITTED USE.****A. Existing Facilities.**

Guemes Channel Holdings, LLC, owns and operates a commercial marina as well as a watercraft construction, repair, and maintenance facility located on Guemes Channel and within the Anacortes Harbor Area. Prior to Guemes Channel Holdings's ownership, beginning in 1965, this site was owned and operated by Lovric's Sea-Craft, also a watercraft repair and maintenance facility and marina. Vessel repairs were performed by vessel owners, contractors, or Tenant's staff and included sandblasting, hydro blasting, welding, painting, and engine repair.

The leasehold consists of:

- two floating concrete docks (pontoons) anchored in part with four steel and wood pile dolphins with an attached metal ramp;
- two concrete-surfaced piers on a mixture of wood and concrete piles;
- one wood pier on wood piles;
- two marine railways;
- three marina docks consisting of concrete and wood floats, and including one metal ramp;
- two boatyard area docks, each with one metal ramp leading to a mixture of concrete, concrete and wood, and metal/fiberglass floats that have grated surfaces;
- two "I" docks, each with one metal ramp leading to concrete and wood floats;
- two concrete bulkhead areas with fill and reinforced with wood piles;
- one filled sunken barge hull reinforced with wood piles and concrete;
- three filled ship hulls (two of which serve as a breakwater) with additional wood retaining walls, reinforced with wood piles and rip-rap;

- three individual wood piles and approximately nine wood dolphins serving as navigational aids around the breakwater;
- approximately 150 individual derelict and/or unused wood pilings, some of which have remnant wood stringers attached;
- one floating drydock; and
- portions of two storage buildings.

Residential uses, as defined by WAC 332-30-106 (62), are allowed and are required to be in compliance with WAC 332-30-171. The current limit on residential use of state-owned aquatic lands at this lease site is 10% through WAC 332-30-171. In accordance with the rules, a maximum of four (4) slips or moorage spaces can have residential uses. There are currently two (2) slips or moorage spaces out of four (4) that have residential uses.

This Lease does not authorize any Floating Houses as defined by WAC 332-30-106 (23). All residential uses authorized in this Lease must be vessels as defined by WAC 332-30-106(74).

B. Proposed Work. Tenant proposes no new facilities or Work.

2. ADDITIONAL OBLIGATIONS.

State has not authorized Tenant to conduct any Work on the Property. Where Work will need to be conducted to meet the Additional Obligations below, Tenant shall obtain State's prior written consent in accordance with Section 7.3 of this Lease and obtain all necessary regulatory permits prior to commencing such Work.

- A.** Tenant shall maintain "no-wake" advisory signage.
- B.** Tenant shall prepare a maintenance and repair plan (the "Pontoon Plan") that is based on the findings of the August 17, 2017 pontoon inspection report number CMS-17-4199 prepared by Commercial Marine Service, Inc., attached as Attachment 2 to this Exhibit B, and demonstrates how Tenant will meet its obligation to keep the pontoons in good order and repair and in a clean, attractive, and safe condition as required under Section 11. The pontoons are identified as Item B on Attachment 1 to this Exhibit B.
- i. By **May 30, 2023**, Tenant shall submit the Pontoon Plan to State for approval. Tenant shall implement the plan thirty (30) days after State approves the Pontoon Plan.
 - ii. Once State has approved the Pontoon Plan, Tenant may propose

modifications to the Pontoon Plan, including but not limited to the frequency of inspections and preventive maintenance activities as follows: Tenant shall provide State a copy of any proposed modifications to the Pontoon Plan no later than the forty-five (45) days prior to the end of the calendar year. State reserves the right to deny approval of any modifications. Any modifications approved by State shall be implemented following State's approval.

- iii. Tenant shall submit to State a summary report of maintenance and repair actions taken, along with findings from any inspections, no later than the end of each odd-numbered calendar year (e.g., 2023, 2025, 2027.) The summary report shall include photographic documentation. State reserves the right to change the frequency and due date of the summary report with sixty (60) days' notice to Tenant.
 - iv. Tenant shall retain copies of inspection checklists, inspection findings, and other similar records for six (6) years from the date they are created. Tenant shall provide copies of inspection checklists, inspection findings, and/or similar records within ten (10) days' notice upon State's demand.
- C. **By May 30, 2023**, Tenant shall submit to State for approval a written sewage management plan that identifies and explains the methods Tenant will require vessels moored on the Property to use for disposing wastewater from vessel holding tanks and portable toilets and identifies available upland restroom facilities in accordance with the National Management Measures Guideline to Control Nonpoint Source Pollution from Marina and Recreational Boating, EPA 841-B-01-005 - http://water.epa.gov/polwaste/nps/marinas/mmmsp_index.cfm. Tenant shall implement the plan thirty (30) days after State approves or waives approval of the plan.
- D. Tenant shall limit equipment and structures located on the pontoons (identified as Item A on Attachment 1 to this Exhibit B) to those required for watercraft construction, repair, and maintenance, including any necessary pollution prevention and response equipment. Tenant shall not store debris on the pontoons.
- E. Tenant shall limit equipment and structures located on the eastern pier (identified as Item B on Attachment 1 to this Exhibit B) and on the filled sunken barge hull (identified as Item L on Attachment 1 to this Exhibit B) to those required for watercraft construction, repair, and maintenance, including any necessary pollution prevention and response equipment. Tenant shall not store debris in these locations.
- F. **By January 31, 2024**, Tenant shall limit equipment located on the eastern bulkhead and filled area (identified as Item F on Attachment 1 to this Exhibit B)

to those required for watercraft construction, repair, and maintenance, including any necessary pollution prevention and response equipment. Tenant shall not store debris or loose fill (defined as fill extending above the ground surface as defined by the top of the bulkhead) in this location.

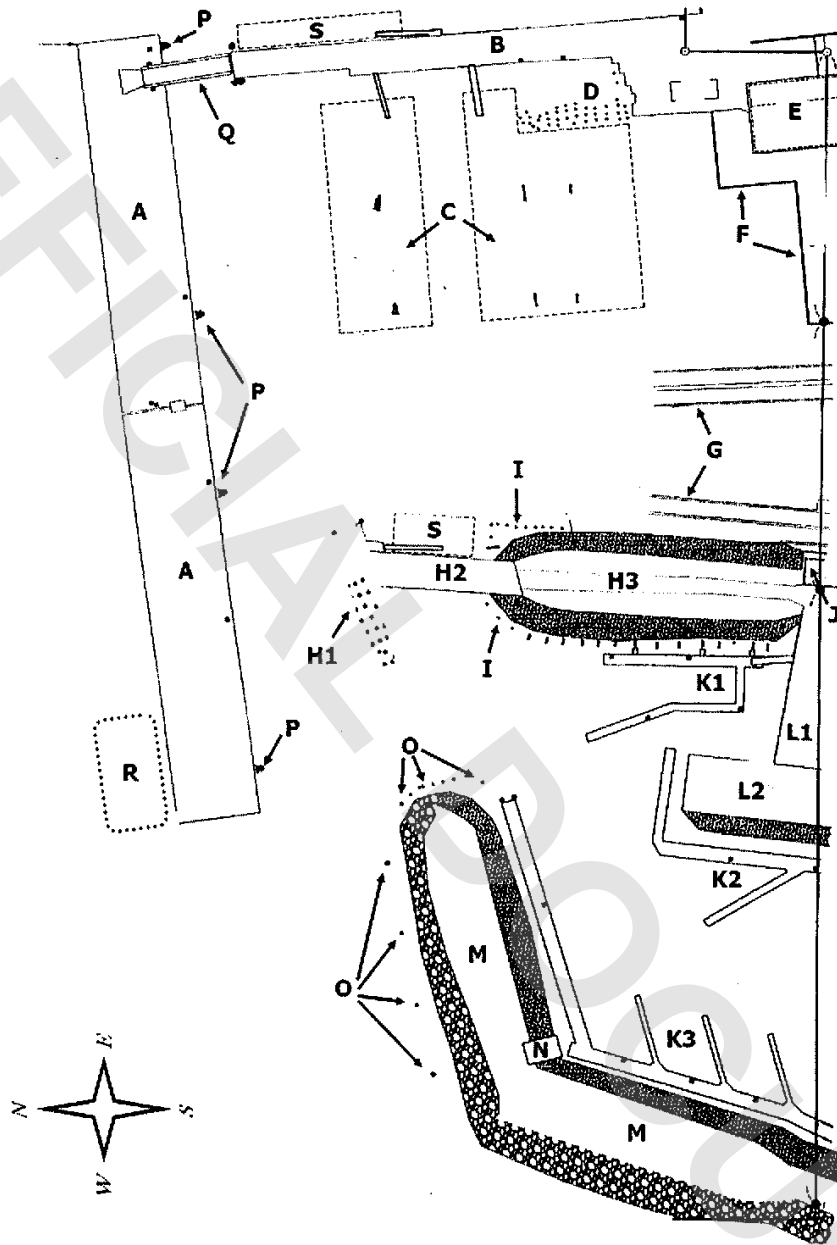
- G. By February 15, 2025,** Tenant shall remove all derelict piles along the central filled ship hull retaining walls (Item I on Attachment 1 to this Exhibit B) and adjacent to the eastern pier (identified as Item D on Attachment 1 to this Exhibit B).
- H. By December 31, 2023,** Tenant shall submit a plan for State's approval for replacing fender tires located on the pontoons (identified as Item A on Attachment 1 to this Exhibit B) with nontoxic fendering materials. Replacement shall be complete by **October 31, 2028.**
- I. By October 31, 2028,** Tenant shall remove the raised wood pier on wood piles attached to the filled ship hull acting as a breakwater (identified as Item N on Attachment 1 to this Exhibit B). Removal shall include all submerged debris underneath the structure and within ten (10) feet of the perimeter of the structure.
- J. The term "derelict" as used in this Exhibit B shall mean no longer in use, no longer serving a useful purpose, no longer in working condition, or rundown.**

ATTACHMENT 1 TO EXHIBIT B

Legend for leasehold overview graphic shown on the following page:

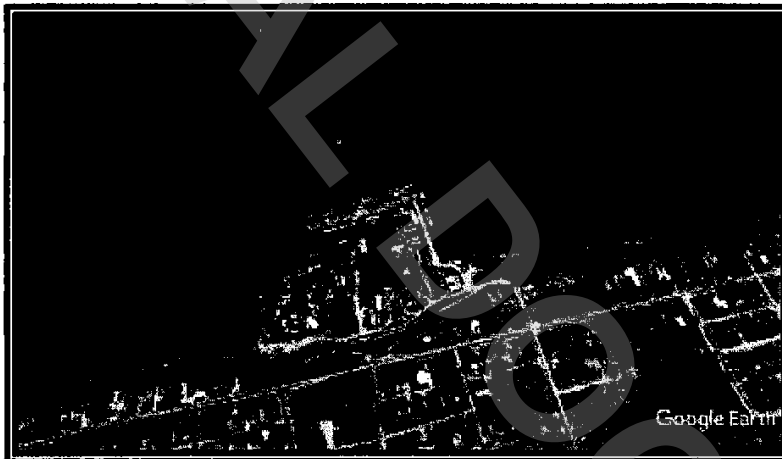
Item A	Pontoons (west and east)
Item B	Eastern pier (concrete surface on a mostly wood frame with both concrete and wood support piles)
Item C	Central boatyard moorage area (2 docks, each with 1 ramp)
Item D	Remnant individual wood pilings near eastern pier
Item E	Larger equipment storage building (northern portion)
Item F	Eastern concrete bulkhead and filled area, reinforced with wood piles
Item G	Marine rails (west and east)
Item H1	Remnant wood pilings and stringers from former east-west central "T" pier
Item H2	North-south central pier (concrete structure on concrete and wood support piles)
Item H3	Filled ship hull leading to central pier (surrounded by wood retaining walls and reinforced with rip-rap)
Item I	Remnant individual wood pilings near central pier and central filled area
Item J	Smaller storage building (northern portion)
Item K1	Eastern marina dock (metal ramp leading to concrete and wood floats)
Item K2	Central marina dock (concrete and wood floats)
Item K3	Western marina dock (concrete and wood floats)
Item L1	Central bulkhead with fill
Item L2	Filled sunken barge hull (reinforced with concrete bulkhead and wood piles)
Item M	Western breakwater (2 ship hulls with fill, reinforced with rip-rap)
Item N	Unused raised wood pier on wood support piles
Item O	Three single wood piles and ~11 wood dolphins protecting western breakwater
Item P	Large dolphins (~11 piles each, mixture of steel and wood piles) anchoring pontoons
Item Q	Large metal ramp connecting eastern pontoon to eastern pier
Item R	Drydock
Item S	Single "T" docks (each has 1 metal ramp leading to 1-3 concrete and wood floats)

Lovric's leasehold overview graphic. Base map excerpted from 2014 Record of Survey referenced in Exhibit A. Modifications to map made by DNR for reference purposes.



ATTACHMENT 2

	COMMERCIAL MARINE SERVICE, INC.		
	<i>Since 1993</i>		
	P. O. Box 33836 Seattle, Washington, 98133	Marine Surveyors Appraisers & Consultants www.cmservice.us	Local Phone (425) 742-7424 Facsimile (425) 742-9523

MARINE SURVEY REPORT NO. : CMS-17-4199 <u>"LOVRIC MARINA"</u> PROTECTION BARRIER GENERAL CONDITION Requested By Edward Eheler - Lovric Sea Craft 3022 Oaks Avenue, Anacortes, WA 98221  Google Earth Image Issued at Seattle, WA - August 17, 2017 In accepting this report or certificate it is agreed that the extent of the obligation of Commercial Marine Service, Inc. with respect thereto is limited to furnishing a surveyor believed to be competent, and in the making of this report or certificate the surveyor is acting on behalf of the person requesting same, and no liability shall attach to Commercial Marine Service, Inc. for the accuracy thereof.
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Commercial Marine Service, Inc.
Tyee Marina Facility
Issued Seattle, WA

Report No. CMS-17-4199
General Condition
August 17, 2017

THIS IS TO CERTIFY THAT the undersigned surveyor did, on May 25, 2017 and subsequent dates through date of June 3, 2017 at the request of Mr. Edward Ehler and for the account of Lovric Sea Craft, attend at that facility located at 3022 Drive, Anacortes, WA, 98221 while subject mooring barrier lay afloat at said facility, in order to ascertain its general condition and identify any safety concerns and make recommendations related thereto.

ATTENDING

Thomas D. Laing, Jr., NAMS-CMS ----- Certified Marine Surveyor
 Rodger G. Morris, NAMS-CMS ----- Certified Marine Surveyor
 Mr Jeff Kutz ----- Associate Marine Surveyor
 Mr. Edward Ehler ----- Owner's Representative

CONDITIONS, TERMS AND DEFINITIONS

Limitations

1. This marina protection barrier was inspected with the consideration that it had responsible ownership, management, competent crew and adequate ongoing maintenance
2. The marina protection barrier was inspected upon the premise that it was free and clear of all debt, encumbrances, mortgages or special liens.
3. This inspection was done without regard to any possible problems that may arise from the "American Disabilities Act" (ADA) or any violations of the (ADA).
4. We are unaware of any significant potential environmental hazards associated with this marina protection barrier, save those normally associated with vessels of this type.
5. There are no values noted herein.
6. No responsibility is assumed for latent defects, or hidden conditions of any nature that could affect marina protection barrier value.
7. No opinion of marina protection barrier's stability characteristics or structural integrity has been made and no opinion is expressed with respect hereto. Documentation on this issue stands for itself.
8. The marina protection barrier equipment identification and classification descriptions included herein are for the purposes of identification only, and not intended to detail all conditions or list all features associated with each item described.
9. This report was prepared for the client of record, as noted herein, in order to provide an opinion of condition under an assumed set of circumstances
10. The information supplied by others that was considered and utilized in this constructing report is believed to be reliable, and no further responsibility is assumed for its accuracy.
11. This report was produced by Commercial Marine Service, Inc. and will be considered

 Commercial Marine Service, Inc. Tyee Marina Facility Issued Seattle, WA	Report No. CMS-17-4199 General Condition August 17, 2017
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confidential. Copies of this report will only be made available to other parties with prior written consent from the purchaser/owner of this report.

Definitions

Good: In good operating condition; May require replacement or repair of working parts; No known mechanical defects.

Fair: May require overhaul; Exhibits evidence of extensive or highly utilized service life.

Poor: Is worn and requires major repairs or overhaul.

GENERAL DESCRIPTION

Lovric Seacraft marina is located on the south side of the Guemes Island Channel at 6 Anacortes, Wa, it is protected by two concrete floating bridge sections or pontoons, laying in an end to end arrangement extending from GPS location 48° 30' 45.05" N X 122° 25' 12.08" W to GPS location 48° 30' 40.74" N X 122° 38' 39.73" W, locally referred to as 3022 Oaks Avenue, Anacortes, WA 98221, it generally consists of two Floating Bridge Sections breasted end to end and moored to four wood pile dolphins each with three 12-in-dia steel pipe back tied fender dolphins.

<u>Particulars East Pontoon</u>				
Length	Breadth	Depth	Draft	Displacement
274.33-ft	57.33-ft	13.9-ft	6.2-ft	2,785.9 L/Tons
<u>Particulars West Pontoon</u>				
Length	Breadth	Depth	Draft	Displacement
300.5-ft	57.6-ft	13.9-ft	6.2-ft	3,060.8 L/Tons

Compartmentation: Subject concrete pontoons are box type construction with 6-in tumblehome on the sides.

Watertight Integrity: Subject pontoons each have three 18-in X 24-innon watertight steel plate covered hatched stregically located on deck.

The East Pontoon has nine full height transverse bulkheads and three equally spaced full length longitudinal bulkheads which form 36-individual watertight compartments.

The West Pontoon has nine full height transverse bulkheads and three equally spaced full length longitudinal bulkheads which form 40-individual watertight compartments.

Builder: Reportedly Puget Sound Dredging Company 1940. These pontoons were Replaced by a new bridge in 1963.

Freeboard: At time of survey Freeboard was measured to be 6.7-ft.

Displacement: At time of survey calculated to be Length X Breadth X Draft / 35-Ft³ of sea water to give approximate displacement in Long tons.

 **Commercial Marine Service, Inc.**
Tyee Marina Facility
Issued Seattle, WA

Report No. CM5-17-4199
General Condition
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Mooring Fittings

East Pontoon: Fitted with Three 8-in dia crusiform bitts, three 36-in cast steel deck kevels, two sets of 8-in double post bitts, one 3-ft square 1/2-in plate with tensioning pad eye ranging along outboard side; Seven 36-in cast steel kevels, Four closed chocks and one 3-ft square 1/2-in plate with tensioning pad eye ranging along inboard side; Ends are fitted with tensioning pad eyes connected to shackles and chains. *

West Pontoon:

Mooring Arrangement: *Pontoons are connected end to end and breasted against a total of four 11-12-in pile dolphins that also have three additional 12-in-dia steel pipe breasting piles to the outside.*

East Pontoon: The mooring is accomplished by loop and shackle attachment of the either 1-3-4-in or 2-in-dia stud link mooring chain to one of the crusiform bitts and one one of the 36-in cast steel kevels and leading it under the pontoon to one a full wrap around each of the two 12-in wood pile breasting clusters then lead up onto deck and through deck openings and welded onto a 3-in steel round bar strongback

West Pontoon: The mooring is accomplished by loop and shackle attachment of the either 1-3-4-in or 2-in-dia stud link mooring chain to one of the crusiform bitts and one one of the 36-in cast steel kevels and leading it under the pontoon to one a full wrap around each of the two 12-in wood pile breasting clusters then lead up onto deck and shackled around either a set of double bitts or around a 36-in kevel.

Ingress & Egress:

East Pontoon: *Lift lid type non watertight 18-in X 24-in steel plate covered hatched located on inboard and outboard sides forward and aft.*

West Pontoon: *Lift type non watertight 18-in X 24-in steel plate covered hatches located just fore and aft of amidships on outboard side; One similar Lift type non watertight 18-in X 24-in steel plate covered hatch located toward West end on inboard side.*

Internal Access: *Each pontoon, fitted with inboard side hanging walkway for full length. There are no watertight door to separate cells.*

Hull Guards & Protection: There are no hull guards or fenders as such. Protection is accomplished on the outboard side by use of heavy equipment tires as fenders. *

Alarms: Pontoons have no alsrms as such, there appears to be a system of sensors connected by electrical wiring throughout, but the system is not energized or connected to any source of electrical power.

Tank Soundings***East Pontoon***

 Commercial Marine Service, Inc. Tyee Marina Facility Issued Seattle, WA	Report No. CMS-17-4199 General Condition August 17, 2017
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*w = water/ gb = Pea Gravel Ballast

Tank No.	gb Cell A	Cell B	Cell C	Cell D
1.	w-0" 1-1.5" gb-0"	w 0-1" gb-0"	w0" gb-0"	w-0" gb-0"
2.	w-0" - 38" gb"	w-o-i05" gb l-cy	w4-6-"" gb-0"	2" - 30" gb"
3.	w-12" 37" gb	w9" - gb-0"	2" - 3"	2" - 3"
4.	W-0" - gb-0"	w-4" - gb-0""	w-2.5" - gb-0"	w-2" - gb-0"
5.	0-w.5" - gb-0"	Damp" gb-0"	Damp" gb-0"	Damp" - gb-0"
6.	Damp" gb-0"	w0-1.5" gb-0	w-.5" gb-0"	w-.5" gb-0"
7.	w-2" gb-18"	w-4.5" g-0"	w-.75" gb-0"	w-Damp gb-18"
8.	w-0" gb-0"	w-0" gb-0"	w-0" gb-0"	Damp" gb-0"
9.	w-Damp- gb-0"	Damp" - gb-0"	Damp-"" gb-0"	w-0" gb-0"

<u>West Pontoon</u>	Cell A	Cell B	Cell C	Cell D
1.	w-.5" - gb-0"	w-1.5" - gb-0"	dry - gb-0"	w-.75" - gb-0
2.	w-1" - gb-0"	w-1" - gb-0"	w-1.5" - gb-0"	w-1.5-2" - gb-0"
3.	w-12" gb-0"	w-9-0" gb-0	w-8.5" gb-0"	4"
4.	4"	4" gb-6"	w-2.5" gb-0"	4"
5.	w-.5" gb-0"	Near dry gb-0"	Damp gb-0"	Damp clean
6.	Damp gb-0"	w-.5" gb-0"	w-.5" Salt Crystal	w-0.5" gb 0"
				12-in bored hole
7.	w-2" gb-18"	w-2.5" gb -0"	w-.75 gb-0"	Damp gb-18"
8.	w-4.5" gb-0"	w-23" gb-0"	w-2" gb-0"	w-.4" gb-0"
9.	w-1" gb-0"	Damo gb-0""	Damp gb-0""	w-8" gb-44"
10.	Dry gb-0"	w-.5" GB-0"	W-3.5" gb-0"	w-3-4" gb-0"

Narrative of Risks The following Conditions and effects common to both Lovrick Seacraft marina East and West marina mooring and breakwater pontoons.

1. 01 Concrete exposed to seawater is susceptible to its corrosive effects. The effects are more pronounced above the tidal zone than where the concrete is permanently submerged. In the submerged zone, magnesium and hydrogen carbonate ions precipitate a layer of brucite, about 30 micrometers thick, on which a slower

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deposition of calcium carbonate as aragonite occurs. These layers somewhat protect the concrete from other processes, which include attack by magnesium, chloride and sulfate ions and carbonation. Above the water surface, mechanical damage may occur by erosion by waves themselves or sand and gravel they carry, and by crystallization of salts from water soaking into the concrete pores and then drying up. Pozzolanic cements and cements using more than 60% of slag as aggregate are more resistant to sea water than pure Portland cement. Sea water corrosion contains elements of both chloride and sulfate corrosion.

2. The expansion of the corrosion products (iron oxides) of carbon steel reinforcement structures may induce mechanical stress that can cause the formation of cracks and disrupt the concrete structure. If the rebars have been poorly installed and are located too close to the concrete surface in contact with the air, spalling can easily occur: flat fragments of concrete are detached from the concrete mass by the rebars corrosion and may fall down.
3. Barnacles: In Japan, the island country, many concrete structures are located under marine environment. These structures are exposed in severe conditions, where heavy deterioration is generally observed due to chloride attack by seawater splashing and sea breeze. Therefore, a lot of studies on durability enhancement of
4. Holes 12-in-dia bored in cell sides to accommodate deck drain system when pontoopn was an integral bridge part have the possibility of allowing the ingress of sea water. *
5. With regard to Remaining Service Life of the vessels is dependent upon the depreciation of the hull conditions. This physical depreciation can be somewhat cured or prevented by proper maintenance. Our research tells us that such floating concrete spans were engineered to last for 50 to 75-years in service.

FLOATING BRIDGE SECTIONS RECOMMENDATIONS

- 1.) The number and placement of tire fenders should be reviewed and likely improved upon. Different sized tire being used, some are submerged. Commonality of fendering is advisable.
- 2.) Inspect mooring chains yearly and Remove and renew any damaged chains, shackles, bolts or pins.
- 3.) Topside hatches were generally all found to be lacking water tight sills and doors. Hatches should be replaced with sealable watertight types.
- 5.) Original drains from the car deck leading thru the tanks and exiting out the side of the pontoon have been disabled and plugged by various means. Some of these show minor leakage. Each drain should be sealed and its method of sealing should be regularly

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reviewed and repaired if found to be leaking.

- 6.) In the ends of all the pontoons there are tensioning attachments that contain stretched and cracked chain links, stretched, and distorted shackles and bent pins. these need to be renewed.
- 7.) Alarm sensors need to be attached to and made part of an operational bilge alarm system.
- 8.) Access ladders to the tanks from the car deck generally appeared good. However steps should be taken to prep and preserve them.
- 9.) It was noted that in some of the tanks of both pontoons the original number system used to identify the spaces was still intact. In some tanks the numbers were missing. The hull side water hatches have been numbered in a manner that does not coincide with the designed numbering system. It is recommended that the original numbering system for each pontoon be studied and understood and that the tanks/cells without identifying marks have their identifying numbers restored. Additionally, the correct number for each tank should be permanently marked on each external point of entry. This would allow for easier mapping of inspections and repairs.
- 10.) All internal tanks/cells generally appeared to be in good condition. Most were found to contain a few inches of rain water. Marina personnel had entered the pontoons prior to the inspections and had utilized a portable electric pump to lower water to low suction level. None of the water in the tanks appeared to be saltwater. However, salt crystals were identified in West Pontoon cell 6-C. The origin of these crystals should be ascertained and reported.
- 11.) Thru bolts for the mooring cleats generally appeared good. However, all showed various levels of corrosion and should be cleaned of rust prepped and preserved.
- 12.) Numerous locations on pontoons poorly supported conduit and cables that are loose and There is a potential for shock and or electrocution. These conditions need to be addressed as soon as possible.
- 13.) Owners should prepare an inspection plan which would include a diver inspection of the bottom to identify on coming failure of through hull fittings as well as actions taken to remedy findings.
- 17.) Clean deck and re-stow in an orderly fashion to facilitate quick access to tanks.

CONCLUSION

In the opinion of the undersigned, after careful examination of the subject vessels made while lying afloat and without making removals for examination of spaces or parts normally concealed, or testing for tightness, or suitability for service, subject to satisfactory compliance with the aforementioned recommendations and limitations are suitably moored and maintained in a manner so as to minimize the risk of break away and sudden sinking and in satisfactory condition

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for their intended purpose.

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AND/OR INTERESTS OF WHOM IT MAY CONCERN**

COMMERCIAL MARINE SERVICE

Attending Surveyor




Thomas D. Laing, Jr. NAMS-CMS, ASA
Principal marine Surveyor



Attachments:
Color Photographs of Subject Pontoons