

TAYLOR TRESPASS

Background In 2007 Taylor Shellfish was asked to perform a survey of that portion of the Weatherall oyster Tract in front of Adams Lane which they owned. This survey showed Taylor had been trespassing on approximately 15 acres of state lands, growing geoduck and oysters, from which they generated millions of dollars at no expense (\$4 million in the past three years alone).

At issue is whether Taylor knew they were outside of their oyster tract boundary, or should have known through easily obtainable records, and continued to act, damaging the state (intentional).

Property owners have a responsibility to themselves and their neighbors to know what their property line is and respect it; especially when they are the largest tideland owner in Washington.

To rely on a seller who “would point out what they were selling” (Paul Taylor, Declaration) to determine where a parcel boundary is and farm based on that alone is negligence. If one continues farming when easily obtainable recorded surveys and maps are available, and to choose not to obtain those documents, it becomes intentional.

(See Exhibit 1)

Intentional? In 1979 when the Okada’s ½ interest was purchased, then moving into the late 1990’s and early 2000’s, their continued actions - or inaction - moved from negligent to intentional. The 1979 deed raises questions. A DNR lease for a “wave break” raises questions. A tideland survey recorded in 1998 clearly marked the southern boundary of the Weatherall tract, in front of which the trespass was occurring. Clear and unambiguous statements were made directly to Taylor employees about their expanding beyond their westerly boundary. Paul Taylor’s letter to Julia Clark asking, in essence to cease and desist is the clearest indication that by 2002 they were aware of a problem, yet chose to continue using the state’s tidelands.

1979 Deed

The 1979 deeds put into question what Taylor was aware of. On page five of that deed, the closing paragraph of what was being purchased (“Also”) says: “All right, title and interest that the grantor may have in tidelands of the second class or oysterlands in Thurston County, Washington, not hereinabove described, **that adjoins the above described property.**” An awareness of possible encroachment/boundary issues is indicated.

Also noted on the 1979 deed, on page 5, Terms and Conditions 6, says: “The Purchaser has inspected the property and agrees to accept the same in its present condition and have satisfied themselves as to the location of the boundary lines thereof.” At the least they were negligent for not checking the boundary, at the worst they intentionally chose not to act on a known boundary issue.

(See Exhibit 2)

Wave Break Lease

Nowhere in the original lease application did Carl Adams say he owned the abutting tidelands. On the application where “uplands” was crossed out and “2nd class tidelands” was typed in there was no yes or no answer. More significantly, his sworn affidavit did not say he owned the abutting tidelands, only those described in his deed. There is a better case that Adams misrepresented what he owned to DNR and Lighthouse Oyster than there is he said his tidelands were abutting the lease area.

(See Exhibit 3)

From 1972 through 1992 Taylor had a lease for a strip of **subtidal tideland** 10’ wide, from the extreme low tide outward 10’. Part of this “wave break” consisted of pilings placed in this strip of subtidal tideland. A number of these pilings became exposed during the low tides. Taylor should have been aware their exposure (i.e., their no longer being in the bed of navigable waters) indicated their waterward boundary was not where they thought.

(See Exhibit 11)

Using the “wave break” in navigable water to establish ownership to extreme low tide is not supportable. Wave breaks are commonly placed in the area below extreme low tide for a number of reasons, including: to facilitate the replacement of log booms which may be damaged; to keep logs off of the bottom where they are damaged from erosive sand; prevent the most powerful stage of a wave (the “break”) from impacting the logs; to allow for placement of pilings at any time; and because it is easier to simply say “below extreme low tide” than it is to define the waterward boundary of an oyster tract. Anyone living “down wave” from a floating dock can attest to the long distance waves are diminished by that dock. A wave break does not need to be “on top” of the area it is meant to protect. In short, it was only natural that it be placed in the area below extreme low tide. It is far from proof that anyone believed ownership extended to the extreme low tide line.

The “wave break” defense is further diminished by a 1977 photo available on the Department of Ecology’s Coastal Atlas web site which clearly shows there were no logs attached to the pilings. That the “wave break”

was not effective in fact helps to substantiate that the lower areas of the tidelands were not useable for oyster cultivation due to wave action, as they had not been when Weatherall first walked oyster tract, the reason they were not included. Even Justin Taylor describes the high energy wave action causing any oysters placed in the lower tideland areas to be washed up to the upper areas of the beach, the exact area Weatherall had purchased and the reason Weatherall did not want those lower lands included.

(See Exhibit 4 and Exhibit 12)

The aquatics plate from DNR shows the wave break lease area in the “bed of navigable waters.” The area colored in was by a Public Disclosure Officer. It is naive to believe that a Public Disclosure Officer (not an aquatic lands specialist) coloring in areas confirms DNR believed Adams owned all the way to extreme low tide. In fact, the plate notes this entry as being “in front of a portion of Gov. Lots 1 and 2, Sec. 4, ...” (Note 15). It does not say “abutting oyster tract.” There are no aquatic plates which denote mean, extreme or high tide lines associated with oyster tracts – only the survey results. Some lands “suitable for the cultivation of oysters” are above mean low, above extreme low, or pass through each. Few waterward boundaries follow either of these tide lines. The clerk’s well meant intentions mean nothing. The plate shows only that the lease is in navigable waters and there is an oyster tract nearby.

(See Exhibit 5)

Finally, the request for the lease to the Commissioner of Public Lands from the engineer incorrectly reported that Adams said in an affidavit that he owned the abutting tidelands to the lease area. Adams’ sworn affidavit did not state he owned the “abutting tidelands”, only that he and his wife were “owners of certain tidelands of the second class...” Mr. Adams’s deed did not say abutting, nor did his affidavit.

(See Exhibit 6)

Survey was NOT Wrong

Positions that the survey must be “wrong” are not supportable, and in fact Mr. Taylor, WDFW’s Alex Bradbury, Dr. Jeff Fisher, and Carl Adams himself support the opposite. It is evident from the angles and distances noted that great care was put into determining exactly where this productive oyster tract should be. In 1904 Weatherall was well aware of where oyster reefs were located. In addition, Mr. Weatherall’s marriage to a Native American in 1879 and his close relationship with other Native Americans clearly indicate he knew exactly what he wanted (Weatherall v. Weatherall).

Justin Taylor has stated that oysters “set” in the upper reaches near the barnacle line (Declaration, 11/13/08) so the tract would naturally enclose the area in the upper reaches. Mr. Taylor also described how the waves would wash oysters up from the lower reaches of the tidelands resulting in Mr. Adams having to move oysters washed up by wave action back down to the trespass area (Declaration, 11/13/08). WDFW’s Alex Bradbury said the lower reaches of the tideland did not contain commercial quantities of oysters. “...I do not believe that the Totten Inlet tidelands proposed for lease would have contained a significant natural oyster bed...” (SEPA 12/8/08 WDFW letter to Jeff Schreck) (See Exhibit 7). Dr. Jeff Fisher (Taylor’s expert witness), describing his commercial geoduck farm ~1,000 feet north of the trespass area, said the “highest oyster densities” were “identified on upper beach” [sic] and that lower areas had “typically sparse density of oysters” [sic] (WDFW 3/5/07 farm registration). Finally, when Mr. Adams was asked if there were any oysters in the wave break lease area he answered “no.” Given these descriptions, there is no reason to believe that the surveyor and Mr. Weatherall should include these unproductive areas.

To claim that the survey must be “wrong” discounts the more likely probability that when it was done commercial quantities of oysters were not growing in the trespass area. There is no question that things have changed over 100 years, but Mr. Taylor feeling today that a survey done over 100 years ago did not accurately reflect where commercial quantities of oysters were growing and could be cultivated is wrong and countered by his own Declaration and the 2008 Holman survey showing where Taylor is currently growing oysters and Manila clams, within their oyster tract.

(See Exhibits 4 and 8)

Surveys are Difficult is Not True

The argument that tideland surveys are difficult holds no water. While it is true that tides do effect when the waterward boundaries can be determined, upland meander lines are easily established. Variances found are no different than those of upland parcel boundaries, unless there has been encroachment. Statements that wooden survey stakes will not hold up in the water are true. Statements that iron pipes cannot stand up to the rigors of the salt water environment for any length of time are not true. The iron bars set by Bracy and Thomas surveyor, William Johnson, in their 1998 survey for the Stein family (purchasers of the Adams’ upland parcel and abutting tidelands) tidelands in a portion of the Weatherall oyster tract in front of the Stein parcel were found by Holman in their survey, as was an iron pipe set in 1953 by Mr. Stillman doing a survey of the Pierce oyster tract to the south. This pipe was on the westerly

boundary of the southerly Taylor parcel purchased in 1972 and was used by Holman.

(See Exhibit 9)

In fact, in Taylor's Holman Survey submitted with the settlement (AF# 4040671), Detail E reveals the results of the Bracy and Thomas 1998 tideland survey (AF# 3200179) for the Steins. This recorded survey draws out most of the southern lateral line of the Taylor oyster tract purchased from Lighthouse Oyster in 1969. A short distance from the end is the waterward oyster tract boundary. Again, Holman's survey also notes stakes from past surveys.

Most significantly, Holman's survey notes stakes driven by Taylor employees - a clear indication they knew exactly where the Stein "exception" to the Weatherall tract purchased was. Taylor's oyster lines run the perimeter of this parcel.

(See Exhibit 10)

Had Taylor made any effort to look at the deed, the DNR aquatic plate, and look at the Stein survey - both easily obtainable by anyone - they would clearly have seen they were encroaching on state lands. By extending the common southerly Stein boundary a short distance to the western line, then looking northeast 1,400', they would have easily seen they were far outside of the oyster tract.

Neighbor Complaints

Finally, according to neighbors, a number of direct complaints verbally and written were made to Taylor employees and to DNR, beginning in the late 1990's about the fact that it appeared Taylor was encroaching onto state lands. A response from Taylor United in 2002 was copied to their attorney. Taylor chose not to act on these direct complaints, elevating the act from negligence to intentional use of state tidelands, warranting a fine of significance.

Conclusion The determination of a fine should be based on Taylor's continued intentional farming after clear indications were made that trespass was occurring. The DNR survey map was easily obtainable as was the Stein survey which was recorded in 1998. The Stein survey had iron stakes placed in the tidelands in 1998 which were found by Holman nine years later. Taylor recognized and acknowledged the Stein survey as evidenced by the iron stakes noted by Holman as being placed by Taylor and Taylor's oyster lines running on the perimeter of the Stein survey.

Weatherall's survey used for his purchase was accurate; it contained the tidelands he wanted; those tidelands are still suitable for shellfish

cultivation; Taylor was on notice; and, Taylor could have easily determined where their waterward boundary was with public records.

Farm is beach land which we believed, prior to this issue coming up, that we owned, with four exceptions, from high on the beach to an extreme low tide.

7. The Totten Farm is managed as a whole and not by the individual parts. The Totten farm is about 1.6 miles of beach. We plant the beach with patches of shellfish where they are suitable to the particular species. We measure the segments in square feet, but I have never added up the square feet of beach that we are using and compared it to the description of the property.
8. The Carl Adams beach which is at issue was originally part of the Weatherall tract purchased from the State in 1905. Taylor ownership or control over the Weatherall tidelands has come in stages. My father originally owned the portion of the Weatherall tidelands south of the encroachment area. This portion of the beach is owned in most cases to extreme low tide and in some places beyond.
9. The Carl Adams beach is a separate segment of the Weatherall tract. This is generally where the encroachment was discovered. My father and his partner purchased the Carl Adams beach in 1969 and incorporated it into the other Weatherall tideland tract. Since the purchase, the Carl Adams beach has become an indistinguishable segment of a much longer beach. I never looked at the deed to the Carl Adams property until this problem was discovered.
10. Bush Act deeds were written with courses and distances which are very difficult to follow. The beginning point for the description is a meander corner. Until this controversy, I believed we owned the Carl Adams tract the same as the rest of the Weatherall tract: between high tide and extreme low tide.
11. The shellfish industry has not generally had their tidelands surveyed. The surveys were expensive and usually not needed. When we buy tidelands, the party who sold the land would point out what they were selling and we would farm that area. If a neighbor complained, we would try to work out an agreement or, in rare cases, have the property surveyed. Tideland surveys are very difficult. The tide has to be right and survey stakes don't stay in place like upland stakes. It is virtually impossible because metal stakes rust, and debris in the water breaks wood stakes off.
12. In all the years I have been involved in the business, I have never seen a situation like we discovered with the Carl Adam's land where the Bush Act tidelands were high on the beach. It is clear to me that a mistake was made regarding these tidelands. The deeded Bush Act tidelands in the area of the encroachment consist of a rocky, high energy beach. The beach is not only not suitable for Olympia Oysters, but until very recently with new techniques, was not suitable for any shellfish production. Even with modern bag culture, much of the Carl Adam's beach is simply unsuitable for shellfish production. It is too high on the beach.



Exhibit 2

1097435

the office of the Auditor of Thurston County on 20 December 1974 in Vol. 672, page 174, under receiving No. 926994.

ALSO

All right, title and interest that the grantor may have in tidelands of the second class or oysterlands in Thurston County, Washington, not hereinabove described, that adjoins the above described property.

THE TERMS AND CONDITIONS of this contract are as follows:

1. The purchase price is \$194,250.00 -- \$53,000.00 whereof has been paid (\$15,000.00 by grantee's assumption of a Promissory Note executed on 20 October 1975 running from Grantor to Justin Taylor) receipt of which is hereby acknowledged.
2. The balance of the purchase price, namely the sum of \$141,250.00, shall be paid in monthly installments of not less than \$1,900.00, including interest accrued on the unpaid balance at the rate of 8% per annum from the date hereof, commencing 20 December 1979.
3. All payments due hereunder shall be made to the account of the Seller at the Bank of Olympia, Olympia, Washington.
4. The Purchaser shall have the option of paying the entire balance of said purchase price at any time with interest accrued to date of such payment and receive the deed hereinafter provided for.
5. The Purchaser may enter into possession as of the date hereof.
6. The Purchaser has inspected the property and agrees to accept the same in its present condition and have satisfied themselves as to the location of the boundary lines thereof.
7. The Seller agrees to execute a Quit Claim Deed in favor of the Purchaser to the premises above described, the same to be delivered to the Purchaser upon full compliance by the Purchaser with his agreement herein provided, however, Seller does not warrant against liens or defects of title occurring subsequent to the date hereof.
8. The Purchaser agrees to pay before delinquent all taxes and/or

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VOL 974 PAGE 31

HEUSTON & SETTLE
ATTORNEYS AT LAW
ANGLE BLDG PHOENIX BLDG
SHELTON WASHINGTON

~~CONFIDENTIAL~~

We the undersigned, Carl Adams and Beda Adams, do hereby declare that we are the owners of certain tide lands of the second class situated in Thurston County, State of Washington, and described in Statutory Warranty Deed No. 517291, Recorded in Volume 272 at Page 332, in the Thurston County Auditor's Office at Olympia, Washington, a photostatic copy of which deed is attached hereto.

Carl Adams

Mrs. Beda Adams

Dated at Olympia, Washington, this 9-28 day of 1956,

1956.

Ellen Lindsay

Witness

Declaration of Justin Taylor:

Exhibit 4

Justin Taylor Declares as follows:

1. I am one of the founders of Taylor United and was involved with the purchase of the tidelands which are involved with the encroachment issue with the Department of Natural Resources.
2. My family has been involved in the shellfish industry in Totten Inlet for many years. My grandfather was in the oyster business. I used to work Totten Inlet tidelands with my father. Prior to World War II, the Olympia Oyster was the only oyster in the South Sound. Before the war, pollution from the ITT Rainier pulp mill had pretty much wiped out the Olympia Oyster. During the war the pulp mill was closed down and the Olympia Oyster began to come back.
3. Right after the war I purchased a tract of Bush Act tidelands to go into the oyster business. Once the war was over the pulp mill started back up it killed the Olympia Oyster and I was out of the oyster business.
4. I started working with a partner Masao Okada to bring Pacific Oysters to Totten Inlet. The Pacific Oysters were just starting in the Willapa area but there was a great deal of resistance to bringing them to the South Sound. I started buying up other Bush Act lands in Totten Inlet since the Olympia Oysters were pretty much wiped out by the pulp mill and I believed the tideland was a fairly good value.
5. Most of the tidelands I purchased in Totten Inlet were Bush Act tidelands. The Bush Act lands were specifically for the purpose of growing the Olympia Oysters. Olympia Oysters grew naturally on the lowest portion of the tidelands. The Olympia Oysters were very heat sensitive and tended to grow very low on the beach. Because of the nature of the Olympia's habitat, they needed deep water.
6. In the 1940s and 1950s there were not a lot of residences on Totten Inlet. In 1958 there was a terrific set of Pacific Oyster in South Sound. The oyster originally set high on the beach near the barnacle line. The oysters had to be moved down on the beach to be able to survive. I first met Carl Adams in the early 1960's when he was still working the set from 1958 along with Japanese seed he had imported. He continually moved the oysters from higher beach to the lower beach where they would survive. The wave action would move them back up the beach. He was working the beach as his property from the barnacle line all the way down to the low tide line. He had wave breaks installed just off the low tide line. The wave breaks protected only the lowest part of the tidelands from the prevailing winds.

~~CONFIDENTIAL~~

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Carl Adams

Mrs. Beda Adams

Dated at Olympia, Washington, this 9-28 day of 1956,

1956.

Ellen Lindsay
Witness

is by a qualitative best professional assessment of the habitat potential for any edible shellfish species and/or a quantitative assessment of nearby aquatic lands with similar shellfish habitat potential as a surrogate. The quantitative survey of geoducks and other shellfish at this site may be useful for DNR to address the resolution of the encroachment claim. However, for the reasons discussed above, the DNR survey is of only very limited use in estimating the pre-cultivation quantity of natural edible shellfish. No surrogate surveys of nearby beaches were performed to my knowledge. Accordingly, my assessment will be limited to a professional qualitative assessment of the site.⁴

Exhibit 7

Based on my knowledge of native shellfish and the habitats that support them, as well as the data from the DNR survey, I do not believe that the Totten Inlet tidelands proposed for lease would have contained a significant natural oyster bed that would need to be protected by precluding the issuance of a lease. Similarly, I do not believe that this area contained significant densities of geoducks, other clams, or oysters prior to cultivation. Tidelands located near the head of inlets in southern Puget Sound typically contain very low densities of naturally-recruited geoducks, due probably to a combination of habitat and water circulation issues. The habitat in lower Totten Inlet is likewise not conducive to significant densities of native Olympia oysters, Manila clams, or butter clams. It is my belief that the few native Olympia oysters found during the DNR survey are unintentional remnants of past aquaculture efforts, and that few if any native oysters would otherwise be present on this beach. Southern Puget Sound, particularly the head of inlets, does not contain significant densities of butter clams, horse clams, or native littleneck clams.

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12/8/08
A

With respect to the requirements of RCW 79.130.135, it is my professional judgment that it is not advisable to retain this particular tideland for the protection of existing natural oyster beds or to facilitate the restoration of such a bed. Similarly, I do not believe that there are appreciable quantities of natural edible shellfish today, or in the past prior to the commencement of aquaculture activity, that could be characterized as a commercially-significant quantity of naturally occurring shellfish.

WDFW's practice is to confer with DNR regarding the establishment of rental rates for aquatic lands leased for aquaculture. DNR has actual and significant experience leasing state lands for private aquaculture. WDFW can provide additional information regarding the potential productivity of a proposed site. After conferring with DNR, I recommend the following rental values:

- Pacific Oysters:** \$2.11 per dozen, plus 15% of the wholesale gross proceeds.
- Eastern oysters (*Crassostrea virginica*):** \$3.67 per dozen, plus 15% of the wholesale gross.
- Olympia Oysters:** \$4.00 per dozen, plus 15% of the wholesale gross.

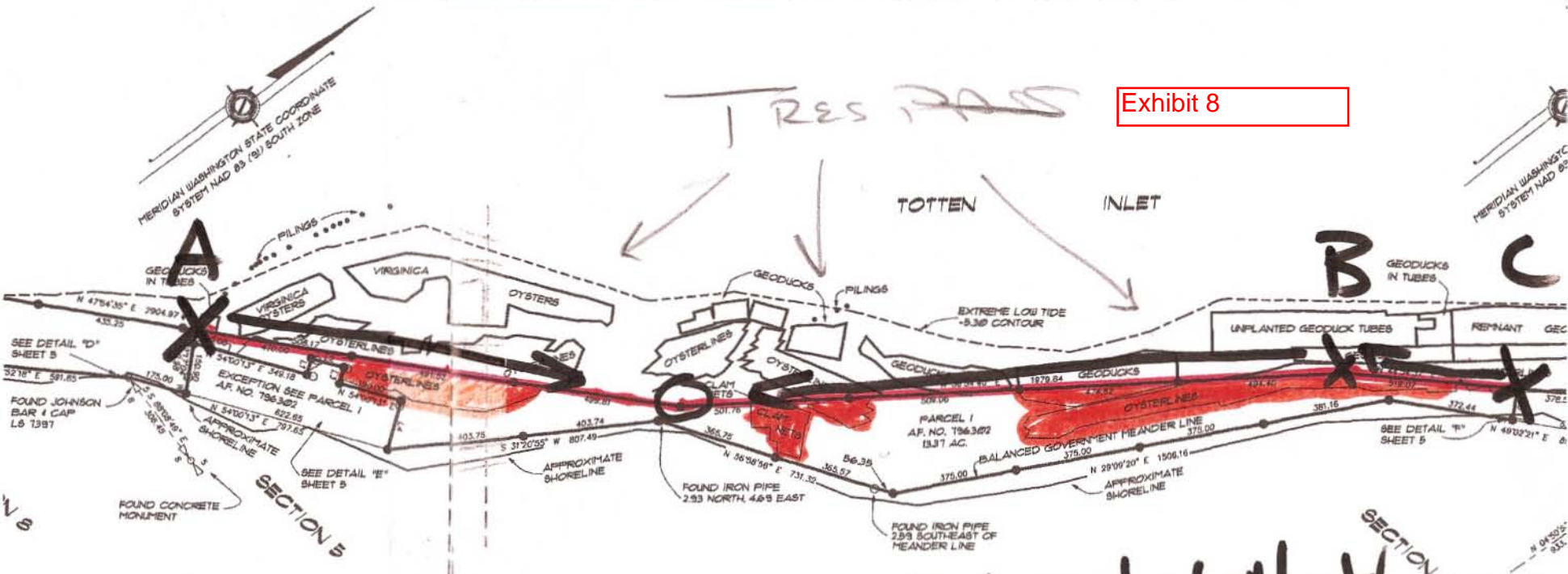
why? } % of gross?

⁴ Based upon my conclusions that the site has a very low potential for commercially interesting quantities of edible shellfish, the utility of expending resources to perform an intensive quantitative surrogate survey is questionable. I note that the Squaxin Island Tribe performed a similar qualitative assessment under the Shellfish Implementation Plan in *U.S. v. Washington* in connection with a proposal by Taylor Shellfish to lease an adjacent privately owned tideland parcel for geoduck cultivation. DNR informs me that the Squaxin Island Tribe did not assert the existence of a natural bed of geoducks at that time.

Exhibit 8

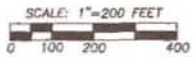
TRES PAS

TOTTEN INLET



NOTE
 "OYSTER LINES" SHOWN ON THIS MAP REF TO LINES FIXED TO THE BEACH THAT SAID OF YOUNG OYSTERS CAN BE ATTACHED

- LEGEND**
- 5" IRON BAR W/ PLASTIC YELLOW CAP SET
 - FOUND AS NOTED
 - PILINGS



115

STILLMAN 1953

SUB 4040671

115

SUR 4040671

Page 1 of 5
4040671
D.F. HOLMAN & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
1010

DESCRIPTION

SEE SHEET 5

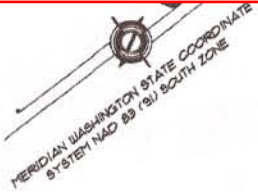
NOTE

THE C. L. PIERCE TRACT WAS CONVEYED BY THE STATED OF WASHINGTON PRIOR TO THE WEATHERALL TRACT AND HAS SENIOR RIGHTS. IN JANUARY 1953 ALFRED K. STILLMAN SURVEYED AND MONUMENTED THE C. L. PIERCE TRACT FOR TOM NELSON. HE HELD THE FIRST TWO COURSES OF THE C. L. PIERCE TRACT NORTH OF THE MEANDER CORNER BETWEEN SECTIONS 7 AND 8 AT THE RECORD ANGLE AND DISTANCE PER UNRECORDED SURVEY BY STILLMAN.

NOTE

GOVERNMENT MEANDER LINES IN SECTIONS 4, 5, 7 AND 8 WERE BALANCED BY THE COMPASS RULE. WESTERLY BOUNDARIES OF THE "CROMBIE TRACT" AND THE "WEATHERALL TRACT" NORTH OF THE C. L. PIERCE TRACT WERE ALSO BALANCED BY THE COMPASS RULE.

Exhibit 9

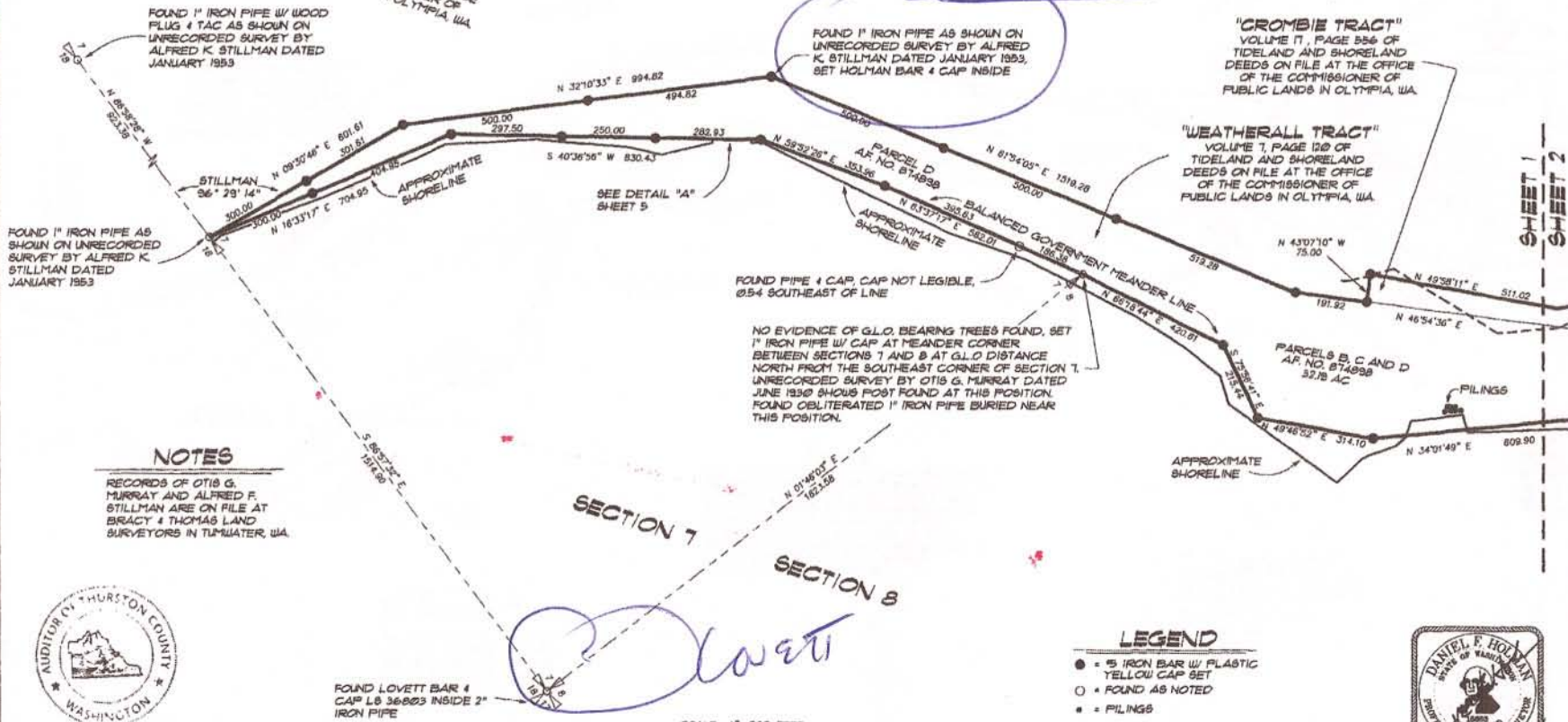


"CL. PIERCE TRACT"
VOLUME 2, PAGE 103 OF
TIDELAND AND SHORELAND
DEEDS ON FILE AT THE OFFICE
OF THE COMMISSIONER OF
PUBLIC LANDS IN OLYMPIA, WA.

"CROMBIE TRACT"
VOLUME 7, PAGE 556 OF
TIDELAND AND SHORELAND
DEEDS ON FILE AT THE OFFICE
OF THE COMMISSIONER OF
PUBLIC LANDS IN OLYMPIA, WA.

"WEATHERALL TRACT"
VOLUME 7, PAGE 120 OF
TIDELAND AND SHORELAND
DEEDS ON FILE AT THE OFFICE
OF THE COMMISSIONER OF
PUBLIC LANDS IN OLYMPIA, WA.

SHEETS
1
2



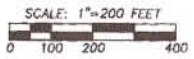
NOTES

RECORDS OF OTIS G. MURRAY AND ALFRED F. STILLMAN ARE ON FILE AT BRACY & THOMAS LAND SURVEYORS IN TUMWATER, WA.

NO EVIDENCE OF G.L.O. BEARING TREES FOUND, SET 1" IRON PIPE W/ CAP AT MEANDER CORNER BETWEEN SECTIONS 7 AND 8 AT G.L.O. DISTANCE NORTH FROM THE SOUTHEAST CORNER OF SECTION 7. UNRECORDED SURVEY BY OTIS G. MURRAY DATED JUNE 1950 SHOWS POST FOUND AT THIS POSITION. FOUND OBLITERATED 1" IRON PIPE BURIED NEAR THIS POSITION.



EQUIPMENT AND PROCEDURES
EQUIPMENT: LIETZ & SECONO THEODOLITE
WITH EDM 200' CALIBRATED CHAIN
PROCEDURE: FIELD TRAVERSE



LEGEND

- = 5" IRON BAR W/ PLASTIC YELLOW CAP SET
- = FOUND AS NOTED
- = FILINGS



08-035R06.DWG
08-035-011

AUDITOR'S CERTIFICATE
FILED FOR RECORD THIS 1ST DAY OF SEP. 2008 AT 11:00 AM
BOOK ... ON ... AT PAGE ... AT THE REQUEST OF
DANIEL F. HOLMAN
Tim ...
COUNTY CLERK

SURVEYOR'S CERTIFICATE
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDS ACT AT THE REQUEST OF
TAYLOR SHELLFISH
IN AUG., 2008
Daniel F. Holman
CERTIFICATE NO. 2663

SURVEY FOR
TAYLOR SHELLFISH
IN
NE 1/4, NW 1/4 AND NE 1/4, NW 1/4 AND SW 1/4, NW 1/4 SECTION 4
SE 1/4, NE 1/4 AND NE 1/4, SE 1/4 AND NW 1/4, SE 1/4 AND SW 1/4, SE 1/4 AND SE 1/4,
SW 1/4 SECTION 5
NE 1/4, NW 1/4 AND SE 1/4 NW 1/4 AND NE 1/4, SW 1/4 AND NW 1/4, SW 1/4 SECTION 8
NE 1/4, SE 1/4 AND NE 1/4, SE 1/4 AND NW 1/4, SE 1/4 SECTION 7
ALL IN TOWNSHIP 19 NORTH RANGE 2 WEST, W.M.

HOLMAN & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
P.O. BOX 1315
SHELTON, WA 98584
(360) 426-2800 PHONE (360) 427-2885 FAX
DWN BY: RNS DATE: AUG. 2008 JOB NO.: 08-035
CHKD BY: DCH SCALE: 1" = 200' SHEET: 1 OF 3

Exhibit 11





Exhibit 12



Pilings
June 1977
DOE Costal Atlas
Image: THU0677_215