

KITSAP COUNTY ORDINANCE 432-2009**An Ordinance Authorizing the Termination of Three-Party Agreement Regarding Port Blakely Properties**

WHEREAS, in September, 2000, Kitsap County entered into a development agreement with the City of Bremerton and Port Blakely Communities (“the Three-Party Agreement”), which included terms and conditions related to comprehensive plan, annexations, and standards concerning property owned by Port Blakely Communities; and

WHEREAS, the Three-Party Agreement was intended to implement portions of the Kitsap County Sub-Area Plan – Port Blakely Joint Planning Area (Volume I, Version 2.4, as amended August 29, 2000 and issued September 8, 2000 (*hereafter* the “Port Blakely Sub-Area Plan”)); and

WHEREAS, the Port Blakely Subarea Plan and the Three-Party Agreement were adopted by Kitsap County pursuant to Ordinance 249-2000 on September 11, 2000; and

WHEREAS, the Port Blakely Subarea Plan and the Three-Party Agreement were adopted by the City of Bremerton pursuant to Ordinance No. 4722 on September 20, 2000; and

WHEREAS, on December 6, 2000, the City of Bremerton annexed the area that was subject to the Port Blakely Subarea Plan; and

WHEREAS, both Kitsap County and the City of Bremerton have adopted subsequent comprehensive land use plan amendments and updates that have superseded the provisions set forth in the Port Blakely Subarea Plan; and

WHEREAS, the City of Bremerton and Kitsap County have entered into a subsequent Interlocal Agreement Concerning Road Access for the Port Blakely area; and

WHEREAS, there is no longer a need for the Three-Party Agreement and therefore the parties intend to terminate that agreement.

BE IT ORDAINED:

Section 1. The Board of County Commissioners hereby authorizes the termination of KC 448-00, as set forth in Exhibit A, attached hereto, the “Termination: Three-Party Agreement.”

Section 2. The Board of County Commissioners hereby amends Ordinance 249-2000 as follows:

Section 2, subsection (2) of the ordinance adopting the Three Party Agreement among Kitsap County, the City of Bremerton and Port Blakely

Communities is repealed concurrent with the parties executing a
"Termination: Three Party Agreement" contract.

Section 3. Severability. If any one or more sections, subsections, or sentences of this Ordinance are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this Ordinance and the same shall remain in full force and effect.

Section 4. Effective Date. This ordinance shall take effect immediately.

DATED this 27th day of July, 2009.



**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**

Charlotte Garrido

CHARLOTTE GARRIDO, Chair

Steve Bauer

STEVE BAUER, Commissioner

ATTEST:

Opal Robertson

Opal Robertson
Clerk of the Board

Josh Brown

JOSH BROWN, Commissioner

Approved as to form:

Shelley E. Kneip, Deputy Prosecuting Attorney

**TERMINATION:
THREE-PARTY AGREEMENT**
[Bremerton, Kitsap County, Port Blakely]

THIS TERMINATION: THREE-PARTY AGREEMENT ("Termination"), dated for reference purposes as the date of the last signature appended below, by the CITY OF BREMERTON, a Washington municipal corporation ("City"), KITSAP COUNTY, a Washington municipal corporation ("County"), and PORT BLAKELY COMMUNITIES, a Washington corporation ("Port Blakely") is intended to terminate that THREE-PARTY AGREEMENT entered into by the aforementioned parties in September, 2000.

RECITALS

A. The City, County, and Port Blakely entered into that "Three-Party Agreement" effective September 26, 2000, applicable to 440 acres of property owned by Port Blakely and depicted on Exhibit A (the "Property"). The Three-Party Agreement is attached hereto as Exhibit B. The Three-Party Agreement appended a certain Sub-Area Plan for the Property, (Kitsap County Sub-Area Plan – Port Blakely Joint Planning Area (Volume I, Version 2.4, as amended August 29, 2000 and issued September 8, 2000) which both the County and City adopted as part of their respective Comprehensive Land Use Plans (*hereafter* the "Sub-Area Plan").

B. On December 6, 2000, the City annexed the Property by enactment of Ordinance No. 4739, consistent with the Three-Party Agreement.

C. Since annexation of the Property, both the City and County have adopted updated Comprehensive Plans, which have superseded the Sub-Area Plan. The parties acknowledge that the Sub-Area Plan no longer applies to the Property.

D. The County and City have approved an Interlocal Agreement between the City of Bremerton and Kitsap County for Road Access, addressing access to the Property and making certain other commitments regarding processing of development permits for the Property, including consideration of County comments during project review under the State Environmental Policy Act (SEPA).

E. The parties agree that in light of the provisions of the Interlocal Agreement and other considerations, they desire to terminate the Three-Party Agreement. Accordingly, the City has approved Ordinance No. 5086, on July 15, 2009, authorizing termination of the Three Party Agreement; and the County has approved Ordinance No. 432, on July 27, 2009, authorizing termination of the Three Party Agreement.

NOW, THEREFORE, the City of Bremerton, Kitsap County, and Port Blakely agree as follows:

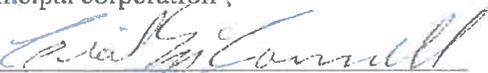
1. Each by their signatures below, the City, the County, and Port Blakely approve termination of the Three-Party Agreement.

2. This Termination: Three-Party Agreement is effective on the date of the last signature below. As of the effective date of this Termination, the Three-Party Agreement is of no further force or effect.

3. This Termination may be signed in counterparts, which taken together shall constitute the complete termination. Signature by the parties transmitted via facsimile shall be acceptable and binding.

IN WITNESS WHEREOF, the City, County, and Port Blakely have executed this Termination.

CITY OF BREMERTON, a Washington municipal corporation,

By: 
CECIL McCONNELL, Mayor Pro Tem

Date: 08/03/09

345 Sixth Street, Suite 600
Bremerton, WA 98337
Phone: (360) 473-5290/Fax: (360) 478-5200

ATTEST:

By: 
CAROL ETGEN, City Clerk

Date: 8/3/09

Approved as to form:

By: 
ROGER A. LUBOVICH, City Attorney

Date: AUGUST 3, 2009

KITSAP COUNTY BOARD OF COMMISSIONERS

By: 
CHARLOTTE GARRIDO, Chair

Date: 7/27/09

By: 
STEVE BAUER, Commissioner

Date: 7/27/09

By: 
JOSH BROWN, Commissioner

Date: 7/27/09

Kitsap County
614 Division Street, MS 4
Port Orchard, WA 98366
Phone : (360) 337-7146/Fax: (360) 337-4432

PORT BLAKELY COMMUNITIES,
a Washington corporation, as agent for
Port Blakely Tree Farms (Limited
Partnership)

By: Alan Boeker
ALAN BOEKER, President

Date: 8-10-09

1011 NE High Street, Suite 200
Issaquah, WA 98029
Phone: (206) 225-2301/Fax: (425) 391-9028

ATTEST:

By: Opal Robinson
Clerk of the Board

Date: 7/27/09

**TERMINATION:
THREE-PARTY AGREEMENT**
[Bremerton, Kitsap County, Port Blakely]

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RECITALS

A. The City, County, and Port Blakely entered into that “Three-Party Agreement” effective September 26, 2000, applicable to 440 acres of property owned by Port Blakely and depicted on Exhibit A (the “Property”). The Three-Party Agreement is attached hereto as Exhibit B. The Three-Party Agreement appended a certain Sub-Area Plan for the Property, (Kitsap County Sub-Area Plan – Port Blakely Joint Planning Area (Volume I, Version 2.4, as amended August 29, 2000 and issued September 8, 2000) which both the County and City adopted as part of their respective Comprehensive Land Use Plans (*hereafter* the “Sub-Area Plan”).

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C. Since annexation of the Property, both the City and County have adopted updated Comprehensive Plans, which have superseded the Sub-Area Plan. The parties acknowledge that the Sub-Area Plan no longer applies to the Property.

D. The County and City have approved an Interlocal Agreement between the City of Bremerton and Kitsap County for Road Access, addressing access to the Property and making certain other commitments regarding processing of development permits for the Property, including consideration of County comments during project review under the State Environmental Policy Act (SEPA).

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1. Each by their signatures below, the City, the County, and Port Blakely approve termination of the Three-Party Agreement.

2. This Termination: Three-Party Agreement is effective on the date of the last signature below. As of the effective date of this Termination, the Three-Party Agreement is of no further force or effect.

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CITY OF BREMERTON, a Washington municipal corporation

By: _____
CECIL McCONNELL, Mayor Pro Tem

Date: _____

345 Sixth Street, Suite 600
Bremerton, WA 98337
Phone: (360) 473-5290/Fax: (360) 478-5200

ATTEST:

By: _____
CAROL ETGEN, City Clerk

Date: _____

Approved as to form:

By: _____
ROGER A. LUBOVICH, City Attorney

Date: _____

KITSAP COUNTY BOARD OF COMMISSIONERS

By: Charlotte Garrido
CHARLOTTE GARRIDO, Chair

Date: 7/27/09

By: Steve Bauer
STEVE BAUER, Commissioner

Date: 7/27/09

By: Josh Brown
JOSH BROWN, Commissioner

Date: 7/27/09

Kitsap County
614 Division Street, MS 4
Port Orchard, WA 98366
Phone : (360) 337-7146/Fax: (360) 337-4432

PORT BLAKELY COMMUNITIES,
a Washington corporation, as agent for
Port Blakely Tree Farms (Limited
Partnership)

By: _____
ALAN BOEKER, President

Date: _____

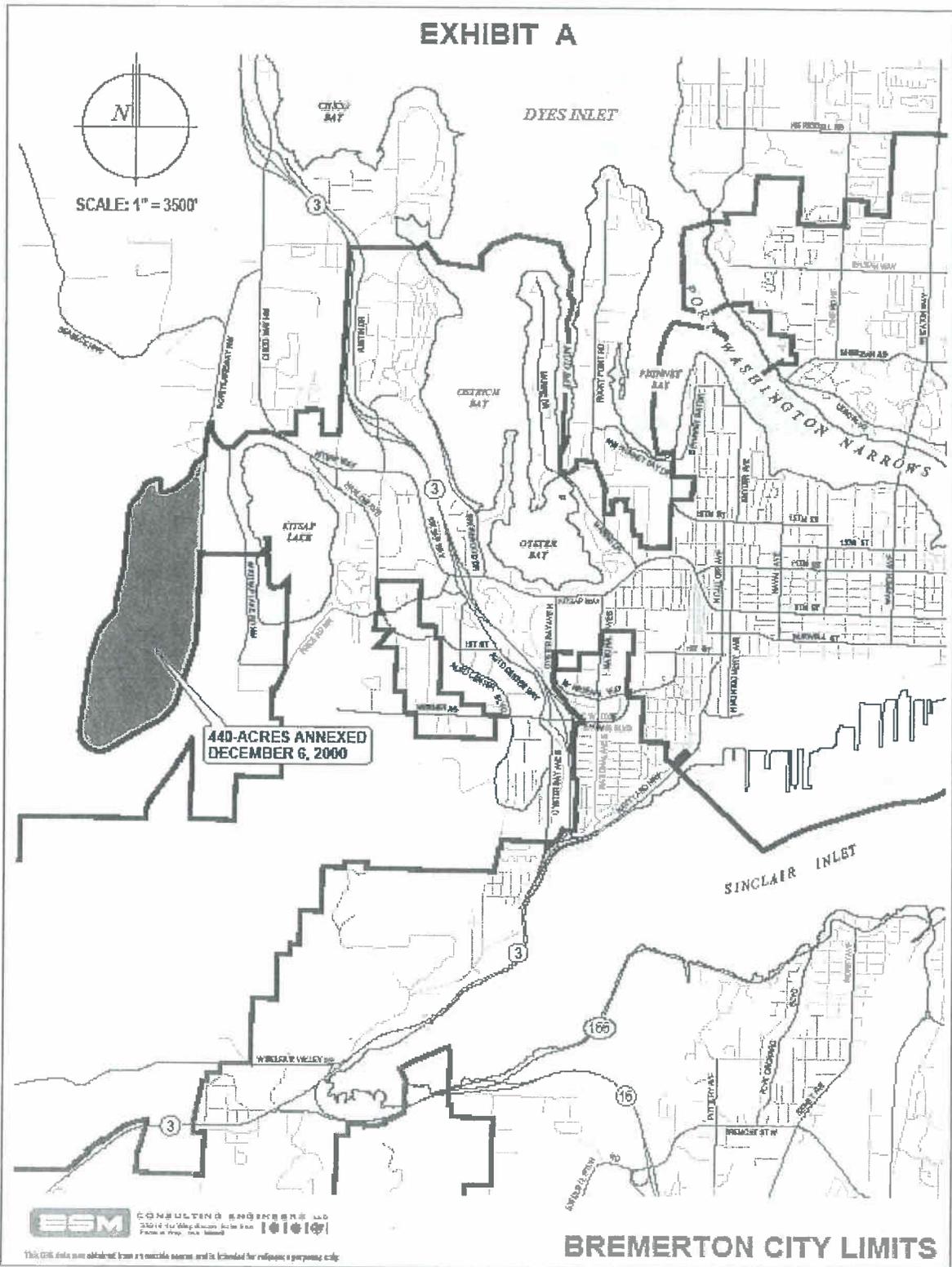
1011 NE High Street, Suite 200
Issaquah, WA 98029
Phone: (206) 225-2301/Fax: (425) 391-9028

ATTEST:

By: Opal Robinson
Clerk of the Board

Date: 7/27/09

EXHIBIT A



1. Each by their signatures below, the City, the County, and Port Blakely approve termination of the Three-Party Agreement.

2. This Termination: Three-Party Agreement is effective on the date of the last signature below. As of the effective date of this Termination, the Three-Party Agreement is of no further force or effect.

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By: 
CECIL McCONNELL, Mayor Pro Tem

Date: 08/03/09

KITSAP COUNTY BOARD OF COMMISSIONERS

By: _____
CHARLOTTE GARRIDO, Chair

Date: _____

345 Sixth Street, Suite 600
Bremerton, WA 98337
Phone: (360) 473-5290/Fax: (360) 478-5200

ATTEST:

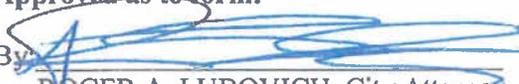
By: 
CAROL ETGEN, City Clerk

Date: 8/3/09

By: _____
STEVE BAUER, Commissioner

Date: _____

Approved as to form:

By: 
ROGER A. LUBOVICH, City Attorney

Date: August 3, 2009

By: _____
JOSH BROWN, Commissioner

Date: _____

Kitsap County
614 Division Street, MS 4
Port Orchard, WA 98366
Phone : (360) 337-7146/Fax: (360) 337-4432

PORT BLAKELY COMMUNITIES,
a Washington corporation, as agent for
Port Blakely Tree Farms (Limited
Partnership)

By: Alan Boeker
ALAN BOEKER, President

Date: 8-10-09

1011 NE High Street, Suite 200
Issaquah, WA 98029
Phone: (206) 225-2301/Fax: (425) 391-9028

ATTEST:

By: Opal Robinson
Clerk of the Board

Date: 7/27/09

**INTERLOCAL AGREEMENT BETWEEN THE
CITY OF BREMERTON AND KITSAP COUNTY FOR ROAD ACCESS**

I. RECITALS

WHEREAS, on December 6, 2000, the City of Bremerton ("City") enacted that Ordinance No. 4739 annexing approximately 440 acres into the City of Bremerton in 2000, as depicted on Exhibit A, (hereafter the "Property"), and

WHEREAS, a development proposal for the Property will need to comply with the State Environmental Policy Act, RCW Ch. 43.21C ("SEPA"), and

WHEREAS, the City now has jurisdiction over the Property for planning and development approvals, including but not limited to public roads and utilities, and

WHEREAS, based on the location of the Property, it is likely that an access road or roads may need to cross portions of unincorporated Kitsap County, and

WHEREAS, the parties agree that it is in the public interest and consistent with policies of the two jurisdictions to cooperate for the development and maintenance of an access road or roads to the Property, and

WHEREAS, RCW Ch. 39.34 provides authority for jurisdictions to enter into interlocal agreements;

NOW, THEREFORE, the City of Bremerton and Kitsap County agree as follows:

II. AGREEMENT

A. **Parties.** The Parties to this agreement are the City of Bremerton ("City") and Kitsap County ("County"). The Parties agree as follows.

B. **Lead Agency for SEPA.** The Parties agree that the City will be the lead agency for SEPA compliance for any development approvals sought for the Property, which for the purposes of this Agreement includes, without limitation, any road access and utilities connections that may need to cross portions of unincorporated Kitsap County to serve the Property ("Access Road"). Kitsap County reserves the right to comment on development plans and environmental review through the SEPA process and as otherwise provided by law. The City agrees that it will consider the impacts to County Rights of Way when reviewing any project associated with the Property, and will submit any conditions for approval that are proposed by the County, to the proper review authority.

C. **Access Road(s).** The Parties recognize that any road designed to provide access to the Property will primarily serve property within City boundaries, may tie into a City-owned road and utilities system within the Property, and will facilitate development within the City, from which the City will be the main recipient of property tax revenues. Therefore, it is the

intent of this Agreement that the City shall be the agency responsible for review and decision making over any permit applications for an access road to serve the Property, and furthermore shall be responsible for the ownership and maintenance of any public roads constructed to serve development within the Property, in accordance with Paragraph B, above.

1. Permitting and Maintenance. The Parties agree that if a landowner within the Property, or its agent, shall seek to develop an access road to serve the Property, then the City will be the permitting agency for road construction, and City development standards will apply. The City shall accept and process such road permit applications, applying City permit review and issuance procedures and development standards under City code as if the full extent of such access roadway were within City boundaries. The City shall be responsible for construction, ownership, and ongoing maintenance of any Access Road to the Property, including any segment thereof outside of City boundaries as authorized by RCW Ch. 39.34, to the point of connection with any existing County right-of-way, PROVIDED, however, that the City's responsibility to own and maintain an Access Road under this Agreement is conditioned upon the right-of-way being conveyed to the City by deed or dedication. PROVIDED further, that the County may propose conditions for development approval upon a project proposal for the Property, where the proposed condition is intended to mitigate impacts to County facilities.

2. Landowner Agreements. Nothing in this Agreement is intended to limit the City's authority with regard to permits and approvals for development proposals for the Property, including an Access Road. Nothing in this Agreement is intended to limit the City's authority to enter into one or more agreements with any landowner within the Property regarding development of the Property or an Access Road to the Property, including financing and mitigation for project impacts.

3. Project Coordination. The Parties recognize that a future Access Road may involve other property owners or affect or be affected by other project proposals. The Parties agree to use good faith efforts to coordinate project reviews and requirements, and to encourage cooperation among affected property owners.

D. Implementation, Term, and Miscellaneous Provisions

1. Administrator. The City shall be the Administrator of this contract. As Administrator, the City shall be responsible, at no cost to the County, for environmental review, permitting and approval functions, and ownership, maintenance and repair of Access Road improvements governed by this Agreement.

2. Effective Date. This Agreement shall be effective from the date that it is (a) executed by the Parties and (b) recorded in the County Auditor's office or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source. The Mayor and County Commissioners shall execute the Agreement pursuant to authorization by the legislative bodies of the two jurisdictions.

3. Term. The term for this Agreement shall be perpetual unless the City annexes the unincorporated property over which the Access Road is constructed or unless otherwise agreed.

4. Amendment. This Agreement may be amended by the express written agreement of both Parties, which will require authorization by the legislative bodies of the two jurisdictions.

5. Indemnifications. The City agrees to indemnify and hold the County harmless for and from any third party claims or liability that arise under this Agreement or in connection with the City's responsibilities for any Access Road, except as may result from the negligence or contributory negligence of the County.

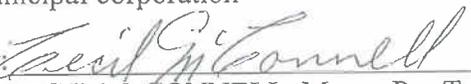
6. Policies and Regulations. The provisions of this Agreement are not intended to and do not amend other City and County Policies. Other policies shall be interpreted and applied consistent with the terms of this Agreement. The City may adopt additional policies or regulations affecting the Property that are not inconsistent with the terms of this Agreement. Notwithstanding this provision however, once this Agreement is executed, the City and the County agree to terminate, as soon as practicable, the "Three Party Agreement" executed by the City, the County, and Port Blakely Communities in September 2000 (KC-448-00).

7. Attorneys Fees. In the event either of the Parties defaults on the performance of any terms of this Agreement or either party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys fees, costs and expenses.

8. Counterparts. This Agreement may be signed in counterparts, which taken together shall constitute the entire agreement. Signature by parties transmitted via facsimile or electronically shall be acceptable and binding.

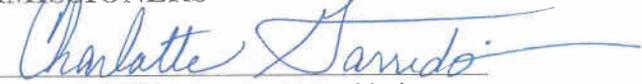
IN WITNESS THEREOF, the Parties have executed this Agreement.

CITY OF BREMERTON, a Washington municipal corporation

By: 
CECIL McCONNELL, Mayor Pro Tem

Date: 8/03/09

KITSAP COUNTY BOARD OF COMMISSIONERS

By: 
CHARLOTTE GARRIDO, Chair

Date: 7/27/09

ATTEST:

By: 
CAROL ETGEN, City Clerk

Date: 8/3/09

By: 
STEVE BAUER, Commissioner

Date: 7/27/09

Approved as to form:

By: [Signature]
ROGER A. LUBOVICH, City Attorney

Date: August 3, 2009

By: [Signature]
JOSEPH BROWN, Commissioner

Date: 7/27/09



ATTEST:

By: [Signature]
Clerk of the Board

Date: 7/27/09

Approved as to form:

By: _____
Sr. Deputy Prosecuting Attorney

Date: _____

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WHEREAS, a development proposal for the Property will need to comply with the State Environmental Policy Act, RCW Ch. 43.21C ("SEPA"), and

WHEREAS, the City now has jurisdiction over the Property for planning and development approvals, including but not limited to public roads and utilities, and

WHEREAS, based on the location of the Property, it is likely that an access road or roads may need to cross portions of unincorporated Kitsap County, and

WHEREAS, the parties agree that it is in the public interest and consistent with policies of the two jurisdictions to cooperate for the development and maintenance of an access road or roads to the Property, and

WHEREAS, RCW Ch. 39.34 provides authority for jurisdictions to enter into interlocal agreements;

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B. **Lead Agency for SEPA.** The Parties agree that the City will be the lead agency for SEPA compliance for any development approvals sought for the Property, which for the purposes of this Agreement includes, without limitation, any road access and utilities connections that may need to cross portions of unincorporated Kitsap County to serve the Property ("Access Road"). Kitsap County reserves the right to comment on development plans and environmental review through the SEPA process and as otherwise provided by law. The City agrees that it will consider the impacts to County Rights of Way when reviewing any project associated with the Property, and will submit any conditions for approval that are proposed by the County, to the proper review authority.

C. **Access Road(s).** The Parties recognize that any road designed to provide access to the Property will primarily serve property within City boundaries, may tie into a City-owned road and utilities system within the Property, and will facilitate development within the City, from which the City will be the main recipient of property tax revenues. Therefore, it is the

intent of this Agreement that the City shall be the agency responsible for review and decision making over any permit applications for an access road to serve the Property, and furthermore shall be responsible for the ownership and maintenance of any public roads constructed to serve development within the Property, in accordance with Paragraph B, above.

1. Permitting and Maintenance. The Parties agree that if a landowner within the Property, or its agent, shall seek to develop an access road to serve the Property, then the City will be the permitting agency for road construction, and City development standards will apply. The City shall accept and process such road permit applications, applying City permit review and issuance procedures and development standards under City code as if the full extent of such access roadway were within City boundaries. The City shall be responsible for construction, ownership, and ongoing maintenance of any Access Road to the Property, including any segment thereof outside of City boundaries as authorized by RCW Ch. 39.34, to the point of connection with any existing County right-of-way, PROVIDED, however, that the City's responsibility to own and maintain an Access Road under this Agreement is conditioned upon the right-of-way being conveyed to the City by deed or dedication. PROVIDED further, that the County may propose conditions for development approval upon a project proposal for the Property, where the proposed condition is intended to mitigate impacts to County facilities.

2. Landowner Agreements. Nothing in this Agreement is intended to limit the City's authority with regard to permits and approvals for development proposals for the Property, including an Access Road. Nothing in this Agreement is intended to limit the City's authority to enter into one or more agreements with any landowner within the Property regarding development of the Property or an Access Road to the Property, including financing and mitigation for project impacts.

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D. Implementation, Term, and Miscellaneous Provisions

1. Administrator. The City shall be the Administrator of this contract. As Administrator, the City shall be responsible, at no cost to the County, for environmental review, permitting and approval functions, and ownership, maintenance and repair of Access Road improvements governed by this Agreement.

2. Effective Date. This Agreement shall be effective from the date that it is (a) executed by the Parties and (b) recorded in the County Auditor's office or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source. The Mayor and County Commissioners shall execute the Agreement pursuant to authorization by the legislative bodies of the two jurisdictions.

3. Term. The term for this Agreement shall be perpetual unless the City annexes the unincorporated property over which the Access Road is constructed or unless otherwise agreed.

4. Amendment. This Agreement may be amended by the express written agreement of both Parties, which will require authorization by the legislative bodies of the two jurisdictions.

5. Indemnifications. The City agrees to indemnify and hold the County harmless for and from any third party claims or liability that arise under this Agreement or in connection with the City's responsibilities for any Access Road, except as may result from the negligence or contributory negligence of the County.

6. Policies and Regulations. The provisions of this Agreement are not intended to and do not amend other City and County Policies. Other policies shall be interpreted and applied consistent with the terms of this Agreement. The City may adopt additional policies or regulations affecting the Property that are not inconsistent with the terms of this Agreement. Notwithstanding this provision however, once this Agreement is executed, the City and the County agree to terminate, as soon as practicable, the "Three Party Agreement" executed by the City, the County, and Port Blakely Communities in September 2000 (KC-448-00).

7. Attorneys Fees. In the event either of the Parties defaults on the performance of any terms of this Agreement or either party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys fees, costs and expenses.

8. Counterparts. This Agreement may be signed in counterparts, which taken together shall constitute the entire agreement. Signature by parties transmitted via facsimile or electronically shall be acceptable and binding.

IN WITNESS THEREOF, the Parties have executed this Agreement.

CITY OF BREMERTON, a Washington municipal corporation

By: _____
CECIL McCONNELL, Mayor Pro Tem

Date: _____

ATTEST:

By: _____
CAROL ETGEN, City Clerk

Date: _____

KITSAP COUNTY BOARD OF COMMISSIONERS

By: Charlotte Garrido
CHARLOTTE GARRIDO, Chair

Date: 7/27/09

By: Steve Bauer
STEVE BAUER, Commissioner

Date: 7/27/09

Approved as to form:

By: _____
ROGER A. LUBOVICH, City Attorney

Date: _____

By: Josh Brown
JOSH BROWN, Commissioner

Date: 7/27/09



ATTEST:

By: Opal Robinson
Clerk of the Board

Date: 7/27/09

Approved as to form:

By: _____
Sr. Deputy Prosecuting Attorney

Date: _____

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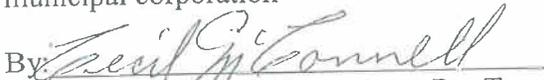
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By: 
CECIL McCONNELL, Mayor Pro Tem

Date: 8/03/09

KITSAP COUNTY BOARD OF COMMISSIONERS

By: _____
CHARLOTTE GARRIDO, Chair

Date: _____

ATTEST:

By: 
CAROL ETGEN, City Clerk

Date: 8/3/09

By: _____
STEVE BAUER, Commissioner

Date: _____

Approved as to form:

By: 
ROGER A. LUBOVICH, City Attorney

By: _____
JOSH BROWN, Commissioner

Date: _____

Date: AUGUST 3, 2009

ATTEST:

By: _____
_____, County Clerk

Date: _____

Approved as to form:

By: _____
_____,
Sr. Deputy Prosecuting Attorney

Date: _____

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KITSAP COUNTY BOARD OF COMMISSIONERS

Efficient, accessible and effective county services

Steven Bauer
DISTRICT 1

Jan Angel
DISTRICT 2

Josh Brown
DISTRICT 3

Nancy Buonanno
Grennan
County Administrator

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Kitsap County Board of Commissioners will hold a Public Hearing on **July 27, 2009, beginning at the hour of 7:15 pm** in its Chambers, Kitsap County Administration Building, 619 Division Street, Port Orchard, Washington 98366 to consider an **Ordinance** repealing a portion of **Ordinance 249-2000, which adopted a Development Agreement, the "Three-Party Agreement" between Kitsap County, the City of Bremerton and Port Blakely Communities.** Ordinance 249-2000 was adopted on September 11, 2000.

Section 1 of the ordinance authorizes the termination of the Three-Party Agreement, KC 448-00.

Section 2 of the ordinance repeals Section 2, subsection (2) of Kitsap County Ordinance 249-2000

Section 3 of the ordinance includes a severability clause.

Section 4 of the ordinance establishes an immediate effective date.

The full text of the proposed Ordinance may be viewed at www.kitsapgov.com. A paper copy will be sent upon request. For more information, please contact Eric Baker of the Kitsap County Commissioners Office at 360-337-7080 or ebaker@co.kitsap.wa.us.

ALL THOSE INTERESTED are welcome to attend. **(Please note that the hearing start times are estimates and may be impacted by the amount of prior public input).**

OPAL ROBERTSON, Clerk of the Board
KITSAP COUNTY COMMISSIONERS OFFICE

NOTE: Kitsap County does not discriminate on the basis of disability. Individuals who require accommodations should contact staff in the Commissioners' Office at (360) 337-4428 OR TDD (360) 337-7275 OR 1-800-816-2782. (Please provide five (5) business days notice for interpreter services).

Publication Date: **July 17, 2009**
THE KITSAP NEWSPAPER GROUP

CONTRACT REVIEW SHEET

A. GENERAL INFORMATION

1. Contractor Port Blakely Communities & City of Bremerton
2. Purpose Sub Area Plan
3. Contract Amount N/A Receive Disburse
4. Contract Term _____
5. Contract Administrator Malcolm Fleming Phone _____
Approved: Bruce Ireland Date _____
Department Head

B. AUDITOR-ACCOUNTING INFORMATION

1. Contract Control Number KC-448-00 DC.
2. Fund/Organization Name _____
3. Payment from or Revenue to Organization/Account Number N/A
4. Encumbered by _____ Date _____

C. AUDITOR'S ACCOUNTING - GRANTS REVIEW
(No signature required if not grant funded.)

1. Approve Not Approve
Reviewer _____ Date _____
2. Comments: _____

D. DEPARTMENT OF ADMINISTRATIVE SERVICES - RISK MANAGER REVIEW

1. Approve Not Approve
Reviewer _____ Date _____
2. Comments: _____

E. PROSECUTING ATTORNEY REVIEW

1. Bidding Required Yes No
2. Public Works Project Yes No
3. County Resolutions Compliance Yes No N/A
4. Approve Not Approve
Reviewer Steve A. Tamm Date 9/14/00
5. Comments: _____

F. CERTIFICATION BY CONTRACT ADMINISTRATOR. THIS CONTRACT IS READY FOR CONSIDERATION BY COUNTY COMMISSIONERS.

Contract Administrator _____ Date _____
Date Approved by County Commissioners 9/11/00

RETURN SIGNED ORIGINALS TO: _____

THREE-PARTY AGREEMENT
[Bremerton, Kitsap County and Port Blakely]

THIS THREE-PARTY AGREEMENT ("Agreement") is entered into effective on _____, 2000, by the CITY OF BREMERTON, a Washington municipal corporation ("City"), KITSAP COUNTY, a Washington municipal corporation ("County"), and PORT BLAKELY COMMUNITIES, a Washington corporation ("Port Blakely") to implement the Sub-Area Plan for the Port Blakely Joint Planning Area.

RECITALS

A. Port Blakely Tree Farms (LP) owns 440 acres which have been designated by the County in its 1998 Comprehensive Plan as an Urban Joint Planning Area with the City ("Property"). The City and County have adopted or will adopt the Sub-Area Plan for the Port Blakely Joint Planning Area ("Sub-Area Plan") as an amendment to their respective GMA Comprehensive Plans, including adding the Property to the County's Urban Growth Area for annexation into the City. The Sub-Area Plan was developed through the joint planning area process under Kitsap County Comprehensive Plan Policies UGA 6 through 13. A map of the Property covered by the Sub-Area Plan is attached as Exhibit 1.

B. The City, County and Port Blakely desire to cooperatively review and implement transportation solutions, environmental protection, economic development and coordinated processing of annexation of the Property to the City and project approvals for the Property on the terms set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Nature of Agreement.** This Agreement constitutes: (1) the interlocal agreement referred to in the County's 1998 Comprehensive Plan Policies UGA 6 through 13; (2) a development agreement between the County and Port Blakely pursuant to Chapter 36.70B RCW as to the matters addressed herein, although matters not addressed or addressed only generally are properly the subject of further development agreements between the City and Port Blakely, so long as their terms are consistent with this Agreement and the Sub-Area Plan; and (3) together with the agreement required by Section 3.6.8 herein, the "annexation agreement" and "urban growth management agreement" for the Property that are required by the Kitsap County-Wide Planning Policy.

2. **City Adoption of Sub-Area Plan; Annexation of Sub-Area.** If the City has not adopted the Port Blakely Joint Planning Area Sub-Area Plan prior to the effective date of this Agreement, then the City will adopt the Sub-Area Plan as soon as reasonably possible following the County's adoption of the Sub-Area Plan. Upon adoption by both the County and City, the Sub-Area Plan is incorporated into this Agreement by this reference.

Within thirty (30) days after City adoption of Sub-Area Plan, Port Blakely will submit an annexation petition to the City for annexation of the Property for development pursuant to the Sub-Area Plan and the City's corresponding zoning and a further development agreement for the Property. The County will support the annexation in accordance with this Agreement and the Sub-Area Plan.

The parties will seek annexation as quickly as reasonably possible and believe the City and boundary review board approval can be completed within twelve (12) months after the City adopts the Sub-Area Plan (which twelve month period shall be extended during the period of any appeal of the annexation decision or appeal of the Sub-Area Plan ("Outside Date")). If for some reason not anticipated by any party the annexation is not completed with City and any BRB approval by the Outside Date then Port Blakely may cease its efforts to complete the annexation if it reasonably determines annexation will not be achieved within another six (6) months. Until the annexation is completed, the Property will have the Transitional Zone adopted by the County in conjunction with the County's adoption of the Sub-Area Plan. If the annexation is not completed by the Outside Date, and if Port Blakely thereafter notifies the County and City that it is ceasing the annexation efforts, the Property automatically will be deleted from the potential UGA and be designated as Interim Rural Forest (1 unit/20 acres) under the Kitsap County Comprehensive Plan and zoning.

3. Master Transportation Agreement. The parties hereby adopt a Master Transportation Agreement ("MTA") as set forth in this Section 3 to plan, design, permit, finance and construct an economic transportation corridor extending from SR-3 at Werner Road to and including the Port Blakely Property covered by the Sub-Area Plan and north to include Kitsap Way/Chico Way, the Chico Interchange with SR-3, and the Kitsap Way Interchange with SR-3. A map of the corridor area is attached as Exhibit 2.

3.1 Executive Committee. An Executive Committee is hereby established consisting of the following persons, and their successors or designees, to provide overall coordination and direction for the work to be performed under the MTA:

ENTITY	REPRESENTATIVE
City	
County	Commissioner No. 3
Port Blakely	Judd Kirk
Wash DOT	

The Executive Committee will provide overall direction and guidance for the planning, design and funding work under the MTA and its implementation. A primary task with the Executive Committee is to seek funding for transportation projects from state and federal sources. The Executive Committee shall adopt a schedule for the work and shall meet monthly or as often as determined by the Executive Committee. Decisions of the Executive Committee shall be by unanimous decision, but subject to the County's right to defer funds as set forth in Section 3.5 and 3.6.4.

3.2 Project Advisory Committee ("PAC"). A project advisory committee ("PAC") is hereby established consisting initially of the following representatives of the parties with technical expertise or their designees:

ENTITY	REPRESENTATIVE
City	
County	DCD Director
Port Blakely	John Adams
Wash DOT	

The PAC will advise the Executive Committee and any consultants performing work pursuant to the MTA.

3.3 Administrative Lead Agency. The City is designated as the lead agency for administrative, accounting, SEPA and permitting purposes. As administrative lead agency, the City will appoint a primary project manager who will be responsible for overall project management, directing environmental review, preparation of plans and specifications, and coordination of consultant and agency efforts. Funding for the project manager will come out of the funding contributions of Port Blakely and/or the City under Section 3.6 (and may include in-kind contributions from the City).

3.4 Grant and Funding Application. Each party will be a lead or co-lead agency when requested by any other party or required as part of an application for securing of state or federal funding, including but not limited to grants, TEA-21 funds or its successor, or federal highway funds for any segment of the proposed improvements. However, if such application involves matching local funds or repayment of loans using City or County funds, then any such application shall be approved by the legislative body whose funds are being used for the local match or loan repayment.

3.5 North and South Access Alignments. The improvements within the transportation corridor will be built in phases. Preliminary information indicates that the south access segment of the transportation corridor is the preferred access to be built first. However, the Executive Committee and the PAC shall review the environmental impacts, costs and other considerations to further evaluate whether the south access or north access should be built first. The parties anticipate selection of which access to build first will be made by unanimous decision of the Executive Committee, but if unanimous decision is not reached, then the City may select the first access. If the City selects the north access first, then the County may defer making its funding contribution until funding is needed for the south access as provided in Section 3.6.4.

3.6 Funding Commitments. The City, County and Port Blakely each will contribute \$2,400,000 as follows:

3.6.1 Port Blakely Initial \$1,500,000 Funding. Port Blakely will pay the initial costs of the corridor study and analysis under this MTA up to \$1,500,000. This funding will be used (a) to evaluate the overall corridor study to recommend the preferred alignment for the south access and north access to the Property, (b) to provide information to the Executive Committee for its decision whether the south access or north access should be built first, and (c) for preliminary design, environmental review, permitting and construction of the first access road.

3.6.2 City and County \$1,500,000 Funding. After Port Blakely has contributed its \$1,500,000 pursuant to Section 3.6.1 above, the City and County (subject to deferral in Section 3.6.4) each shall contribute, on a 50-50 basis, \$1,500,000 for work under this MTA, including continuation of the planning, design, permitting, financing and construction of improvements within the corridor.

3.6.3 Additional \$900,000 Funding per Party. After the City and County contributions under Section 3.6.2, Port Blakely shall contribute funds until it has contributed an additional \$900,000 (collectively \$2,400,000). Thereafter, the City and County (subject to deferral in Section 3.6.4) will contribute, on a 50-50 basis, an additional \$900,000 (collectively \$2,400,000 each). Port Blakely's \$2,400,000 contribution is Port Blakely's full fair share obligation and capped contribution for the south access and north access as follows: (i) \$1,500,000 for the south access (defined for purposes of Port Blakely's cap amount as the new access road from the Property boundary through the intersection with Werner Road); and (ii) \$900,000 for the north access (defined for purposes of Port Blakely's cap amount as that portion of the corridor covering the new access road from the north boundary of the Property through the intersection with Northlake Way or other collector road depending on the selection of the final north access alignment). See Exhibit 3. However, the Executive Committee may allocate and use funds in a different proportion or at different times subject to the following: (a) sufficient funds shall be reserved or otherwise identified for the environmental analysis, permitting and design for the second access to be built; and (b) the allocation of funds should seek to maximize the additional funding needed (including matching grants) to implement the transportation improvements planned for the corridor.

3.6.4 County Funding for South Access. Notwithstanding the foregoing, the County intends its funding to be for the south access segment of the corridor unless an alternative access is the preferred choice by unanimous decision of the Executive Committee. Consequently, the County may limit its funding contributions to the south access only, and may defer its contribution to the extent no funding is needed for the south access at the time the County otherwise would be contributing its funding.

3.6.5 Additional Port Blakely On-Site and Off-Site Responsibility. Port Blakely's \$2,400,000 contribution for the south access and north access (as defined in Section 3.6.3 above) shall not be used or credited against Port Blakely's responsibility (a) for on-site road improvements within Port Blakely's Property, i.e., the project site, or (b) to meet Port Blakely's funding responsibilities for other off-site improvements on Werner Road as it exists on the effective date of this Agreement, at SR-3 or for any other roads in the enlarged transportation corridor.

3.6.6 Right of Way Dedication and Credit. The land located within Port Blakely's Property which is dedicated for road right of way shall not be a credit towards Port Blakely's \$2,400,000 contribution. Port Blakely also is responsible to pay the costs of the on-site road improvements within the Property, which costs are in addition to Port Blakely's \$2,400,000 contribution as provided in Section 3.6.5. Any right of way owned by the City or County, as of the effective date of this Agreement, which is used for the south access or north access shall be provided at no cost and shall not be a credit towards their respective contributions under this Agreement. Notwithstanding the foregoing, if any party purchases off-site property for right of way, the fair market value of the portion of the property used as right of way purchase shall be a credit towards that party's respective contribution. This fair market value may be the full cost of acquisition if the entire area is used for right of way or if the land left over after the right of way dedication has little or no value. Any dispute over valuation of the right of way shall be resolved by an appraisal by a mutually acceptable appraiser rather than dispute resolution under Section 9.

3.6.7 Fair Share Contributions From Benefited Properties. The parties will implement systems for fair share contributions from other property and real estate developments located within a UGA which benefit from the study or improvements made in the transportation corridor pursuant to this Agreement. These may include establishment of LIDs, latecomer or similar reimbursements. Further, the City and County may impose mitigation provisions on new projects that will impact the transportation corridor.

3.6.8 Compliance; Revenue Sharing. Each party's financial participation is conditioned upon each other party's fulfilling the terms of this Agreement. The City agrees to negotiate with the County for a revenue sharing agreement that ensures the City and County will each recoup their total unreimbursed capital investment in approximately the same time frame (and the parties acknowledge the City's capital investment in connection with implementation of the Sub-Area Plan may exceed \$2,400,000). This revenue sharing agreement shall be fully executed before the County is required to contribute in accordance with Section 3.6.2.

3.7 Additional Port Blakely Off-Site Transportation Contributions. The impacts of the proposed project on Port Blakely's Property pursuant to the Sub-Area Plan will be quantified during the Master Plan SEPA review process. The City will require mitigation from Port Blakely for impacts on County roads using a formula based upon a fair share system. Roads built within Port Blakely's Property to serve the project will not be claimed by Port Blakely as credits or offsets against Port Blakely's contribution required for off-site road improvements.

3.8 Alternative Transportation. The Master Plan will identify specific requirements to enhance the use of alternative transportation including: (a) design of all phases of the project to be transit-supportive through planning of bus routes and convenient location of bus stops and shelters (actual installation of facilities will be phased to meet demand and to coordinate with available transit service to the site); (b) creation of a non-motorized circulation system linking open spaces, residential areas, business areas and activity centers; and (c) implementation of Transportation Management Plans as required under the Washington State Clean Air Act, with those plans to be developed cooperatively with Kitsap Transit and requiring

companies with 100 or more employees to develop a *Transportation Demand Management Plan* to the extent required by state law.

4. Master Plan EIS. The City will prepare an environmental impact statement, with Port Blakely to reimburse the costs thereof, as part of the Master Plan approval process consistent with the analysis outlined in the Port Blakely Joint Planning Area Sub-Area Plan as follows: Volume I, Table 2, "Preliminary Scope for Environmental Review--Land Use, Housing, Aesthetics, Recreation, Historic and Cultural Preservation"; Table 3, "Preliminary Scope for Environmental Review--Environmental Earth, Air, Water, Energy, Environmental Health, Noise, Light and Glare;" Table 4, "Preliminary Scope for Environmental Review--Traffic & Transportation;" and Table 8, "Preliminary Scope for Environmental Review--Urban Services Public Services and Utilities." The EIS will be prepared by a third-party consultant selected by the City after County participation in the consultant selection process. In addition, Port Blakely will reimburse the City for the costs of staff or consultant work in the review, adoption and implementation of the Master Plan pursuant to a budget mutually approved by the City and Port Blakely. Any mitigation measures specified in the final EIS as needed to avoid significant adverse environmental impacts will become project conditions in the Master Plan.

5. Environmental Requirements.

5.1 Fish Habitat; Other Critical Areas. The Master Plan will include policies and mitigation measures to protect fish habitat based on existing studies as provided in Section 6.7 below. Further, the parties acknowledge that sustaining existing fish habitat and protecting other critical areas are important goals of this Sub-Area Plan. In order to ensure that the most appropriate environmental standards are applied to protect fish resources and other critical area resources on and adjacent to the site and downstream, the City, County and Port Blakely will, by mutual agreement, select and retain a third-party expert. The City, County and Port Blakely will each contribute one-third of the costs associated with retaining the third-party expert. The expert will evaluate studies and reports prepared during the Environmental Impact Statement process and will recommend to the City which environmental standards should be established for on-site protections for fish resources and other critical area resources.

The expert shall use the following criteria in determining which environmental standards to recommend to the City as the most appropriate and effective for use in the Sub-Area to protect fish resources and other critical area resources. The selected environmental standards shall be based on those most likely and necessary to protect fish and other critical area resources using the following criteria:

5.1.1 The environmental standards set forth in Exhibit 4, which are the stricter of the provisions found in the City of Bremerton and/or Kitsap County Critical Area Ordinances applicable to urban areas; or

5.1.2 The expert may recommend more stringent or alternative environmental standards than contained in Exhibit 4 provided that (a) the standards in Exhibit 4 are determined to be inadequate to provide the recommended degree of protection and (b) the recommended standards have been adopted and applied for private project mitigation by other

Washington local governments (including the City or County) for fish habitat protection in urban areas, or as otherwise agreed by the parties.

5.1.3 The environmental standards also shall comply with the Endangered Species Act and implementing regulations.

5.1.4 The environmental standards also shall meet the requirements of the *Policy of Washington Department of Fish and Wildlife and Western Washington Treaty Tribes Concerning Wild Salmonids* adopted December 5, 1997 ("Policies"). The "requirements of the Policies" mean the extent to which any portions of the Policies have been adopted as regulations that govern private real estate projects. The Washington Fish and Wildlife Department has stated "The policy is not a regulation and does not grant the Department any new authority." [FAQs, www.wa.gov/wdfw/faq]. The Policies are a guide to the Department and tribal parties in implementing existing statutes or as a framework for adopting new rules or regulations. See Policies: Scope, Use and Limits of this Policy, ¶ 4, at Pg 44.]

5.2 Monitoring. During the Master Planning phase, a monitoring plan will be developed for stormwater discharge areas from the project (See Appendix Item 2, Task 11). The City will consult with the County, the Suquamish Tribe and other interested parties in developing the scope and duration of the monitoring plan for on-site and off-site impacts. The data obtained through the monitoring plan will be made available to the County, Tribe and other interested parties. The monitoring plan will have periodic evaluations, and if monitoring shows the project is causing significant adverse environmental impacts, then the project mitigation measures for subsequent phases will be adjusted.

6. Sub-Area Plan Amendments. Unless the parties otherwise agree, all parties will abide by the thresholds for development within the following sections of the Sub-Area Plan:

6.1 Limitation on number of residences (900 single family – 1,200 multi-family in Sub-Area Plan § 4.1.21(6).

6.2 Limitation of residential uses to no more than 1/3 of trips per Sub-Area Plan § 4.3.21(1).

6.3 Off-site traffic generation from uses established within the Project Area shall not exceed a total of 3,000 P.M. peak hour trips per Sub-Area Plan § 4.3.21(1).

6.4 Monitoring traffic and reporting at 1,500 P.M. peak hour trips per Sub-Area Plan § 4.3.21(2).

6.5 Limitation to 675 homes until pioneering businesses are developed per Sub-Area Plan § 4.4.21(2).

6.6 Retail uses shall be capped at 100,000 square feet per Sub-Area Plan § 4.1.21(5).

6.7 Implementation of the recommendations (in the form of Master Plan policies or other mitigation measures adopted at the time of the Master Plan) of the following

three environmental studies listed as Items 3, 4 and 6 in Volume II of the Port Blakely Sub-Area Plan, unless those recommendations conflict with the goals, policies, performance standards or projects set forth in Volume I of the Sub-Area Plan or with other EIS-related studies done for the Property: *Recommendation for the Protection of Aquatic Resources for the Port Blakely Kitsap Lake Joint Planning Area*, Associated Earth Sciences, Inc. (May 1999) (item #3); *Comments on Recommendations for the Protection of Aquatic Resources*, Reinelt Consulting (June 14, 1999) (item #4); and *Storm Water Management Recommendations*, Associated Earth Sciences, Inc. (July 21, 1999) (item #6).

For any proposed future amendments of the Sub-Area Plan by the City not involving the 7 limitations set forth in this Section 6.1 through 6.7 above, the City will refer the proposed amendment to the County for comment. If the County considers an amendment to be contrary to the intent of the Sub-Area Plan, then the parties will enter discussions to attempt to resolve the issue prior to action by the City.

7. Project Review.

7.1 County Comment on Project Phases. Kitsap County will be given the opportunity to review and comment upon the Master Plan and each phase of the project within the Property prior to approval by the City of Bremerton. The contact person for the County who shall receive all notices and materials from the City shall be the Director of Community Development and delivered to the Kitsap County Courthouse, 614 Division St., Port Orchard, WA 98366, or such other address designated by the County. If the Property is developed in phases, the County will complete its review within ten (10) working days after receiving the plans for each phase.

7.2 Public Involvement. Project review shall include public involvement and participation of interested property owners, Tribes and appropriate agencies and groups. In particular, the City during the environmental review process shall seek input from the Suquamish Tribe.

8. Cooperation for Economic Development. All parties will work diligently to attract job-producing firms to locate within the Property as soon as feasible. City and County officials will participate in meetings with prospective firms when requested by Port Blakely. Until 500 pioneering jobs have been created, Port Blakely will make annual reports to the Executive Committee on the actions being taken to prepare and market the employment sites within the project, and the Executive Committee will discuss actions which each party to this Agreement should take to facilitate the creation of jobs at the project.

9. Notice and Cure; Dispute Resolution. As provided in this Section 9, all parties agree to mediation in the event of a failure to resolve any dispute relating to the subjects within the scope of dispute resolution as defined in Section 9.3 below.

9.1 Notice and Cure. Any party who believes another party is not meeting its obligations relating to a matter defined in Section 9.4 shall deliver written notice to all parties specifying the alleged failure to perform ("Default Notice"). Within 7 days after delivery of the Default Notice, all parties shall meet to resolve the dispute unless the party who was alleged to

not be performing delivers a written reply setting forth its agreement to perform as specified in the Default Notice.

9.2 Mediation. If the dispute is not resolved within the 7 day period provided in Section 9.1, then the parties shall mutually agree upon a mediator and complete at least 4 hours of mediation within 21 days after the Default Notice. The mediator shall be jointly selected at the meeting to be held under Section 9.1. If mutual selection does not occur within those 7 days, then any party may seek appointment of a mediator through application to the superior court utilizing the procedures of RCW 7.04.050.

9.3 Scope of Dispute Resolution. The parties desire dispute resolution to be a quick and efficient remedy for the subjects covered. Consequently, if the dispute is for a subject covered by this Section 9, a Default Notice must be within 21 days after the party discovers or has notice of a failure to perform, and if the Default Notice is not delivered within said 21 days, then the claim for default is waived and no further enforcement or dispute resolution action shall be commenced. Dispute resolution under Section 9 applies to the following subjects: compliance by each party with its funding commitments under Section 3.6; whether the Master Plan EIS includes the scope as provided in Section 4 above; whether the Master Plan mitigation measures implement the requirements and conditions set forth in Section 5 above; and compliance with the seven items in Section 6.1 through 6.7 above. Dispute Resolution under Section 9 shall not apply to the following: amendment and comment provisions under Section 6 (but dispute resolution shall apply to any dispute over compliance with the seven items in Section 6.1 through 6.7); the County's comment rights under Section 7, or individual permits or approvals for projects within the Property. Matters not covered by dispute resolution may be enforced by appropriate judicial action.

10. Forest Land Taxation. To the extent the owner of the Property is obligated to pay a compensating tax upon removal of the land from forest land classification under RCW ch. 84.33, then the amount of such compensating tax shall be distributed to Kitsap County (whether the compensating tax payment is distributed before or after annexation of the Property into the City) in the same amount as if the compensating tax had become due for the Property prior to annexation.

11. Term. This Agreement shall terminate at the earlier of completion of the buildout of the Master Plan (as determined by a written notice from Port Blakely) or 15 years from the effective date of this Agreement.

12. General Provisions.

12.1 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.

12.2 Entire Agreement; Amendment; Conflict. This Agreement represents the entire Agreement between the parties on the subjects covered herein and may be amended only by a written amendment signed by each party. In the event of any conflict between the Sub-Area Plan and the provisions of this Agreement, this Agreement shall control.

12.3 Attorneys' Fees. The prevailing party in any action to enforce this Agreement shall be entitled to recover Attorneys' Fees and expenses actually incurred (including in appellate proceedings), except payment of fees for Dispute Resolution under Section 9 shall be governed by Section 9.

12.4 Binding Effect; Authority. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns. Each party represents and warrants to the other that it has full right, authority and capacity to execute and perform this Agreement, and each represents to the other that the person signing this Agreement is duly authorized and has full authority to do the same.

12.5 No Third Party Beneficiary; No Partnership. This Agreement is made solely for the benefit of the City, the County and Port Blakely. No third-party shall have any rights under this Agreement and no term or provision of this Agreement shall benefit any person or entity other than the undersigned three parties. Nothing in this Agreement creates any partnership, joint venture or other arrangement between the parties except as specifically provided herein.

12.6 Time of Essence. Time is of the essence of this Agreement. If the final date for any time period set forth under this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the State of Washington, then the time period shall be extended to the next day which is not a weekend or legal holiday.

12.7 Invalid Provision. If any provision of this Agreement is held to be invalid, illegal or unenforceable under present or future laws, then that provision shall be fully severable. This Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such unenforceable provision.

12.8 Notices. Any notice or communication under this Agreement shall be delivered to the parties at the addresses set forth by their signatures, or at such different address as any party may designate. Every notice shall be in writing and is deemed delivered upon receipt if personally delivered or sent via verified facsimile transmission, or within 48 hours if deposited in the U.S. Mail.

12.9 Counterparts. This Agreement may be signed in counterparts, which taken together shall constitute the complete agreement. Signature by the parties transmitted via facsimile shall be acceptable and binding.

IN WITNESS WHEREOF, the City, County and Port Blakely have executed this Agreement effective on the date of the last signature below.

CITY OF BREMERTON, a Washington
municipal corporation

By Lynn L. Horton
Lynn L. Horton
Its Mayor

Dated: 9/26/10
286 Fourth Street
Bremerton, WA 98337
Phone: (360) 478-5282/Fax: (360) 478-5278

PORT BLAKELY COMMUNITIES,
a Washington corporation, as agent for
Port Blakely Tree Farms (Limited Partnership)

By [Signature]
Its [Signature]

Dated: 9/20/10
1775 - 12th Ave. S.E., Suite 101
Issaquah, WA 98027
Phone: (425) 391-4700/Fax: (425) 391-9028

Exhibits:

- 1 - Map of Property covered by Sub-Area Plan
- 2 - Map of Transportation Corridor
- 3 - Map of South Access and North Access
- 4 - Environmental Standards for Fish Habitat

KITSAP COUNTY BOARD OF
COMMISSIONERS

By [Signature]
Tim Botkin, Chair

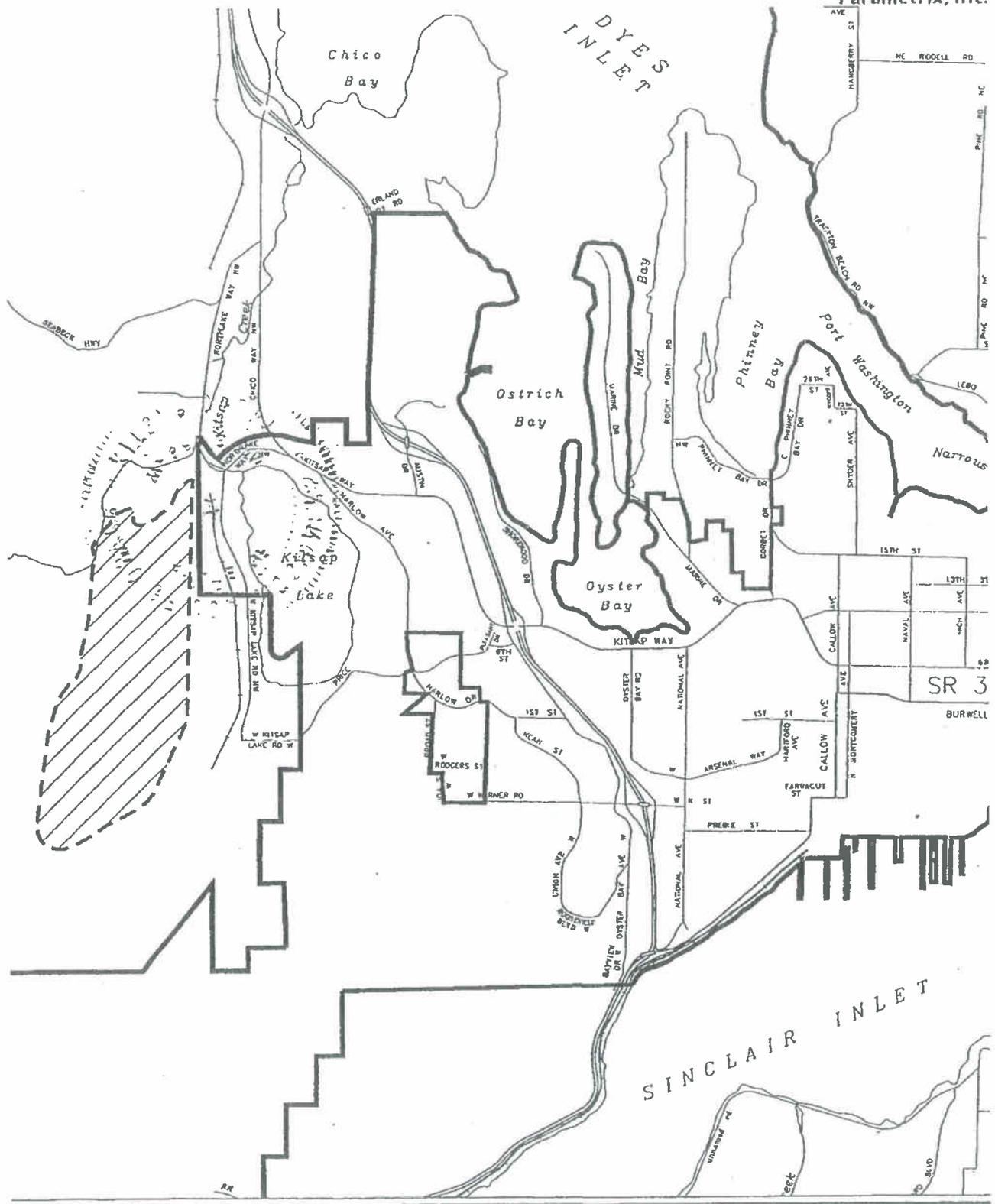
By [Signature]
Chris Endresen, Commissioner

By [Signature]
Charlotte Garrido, Commissioner

Kitsap County Courthouse
614 Division Street
Port Orchard, WA 98366
Phone: (360) 337-7182/Fax: (360) 337-4925

ATTEST:

[Signature]
Holly Anderson, Clerk of the Board
Dated: September 11, 2000

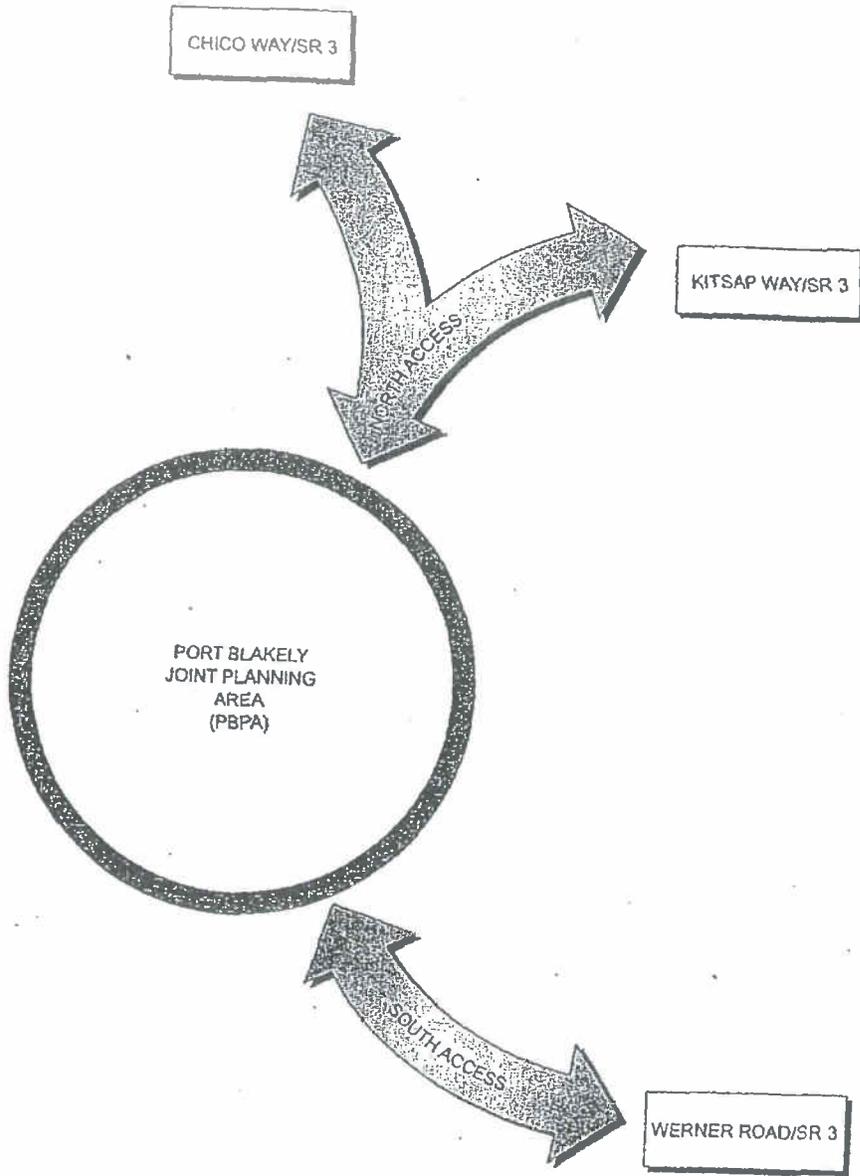


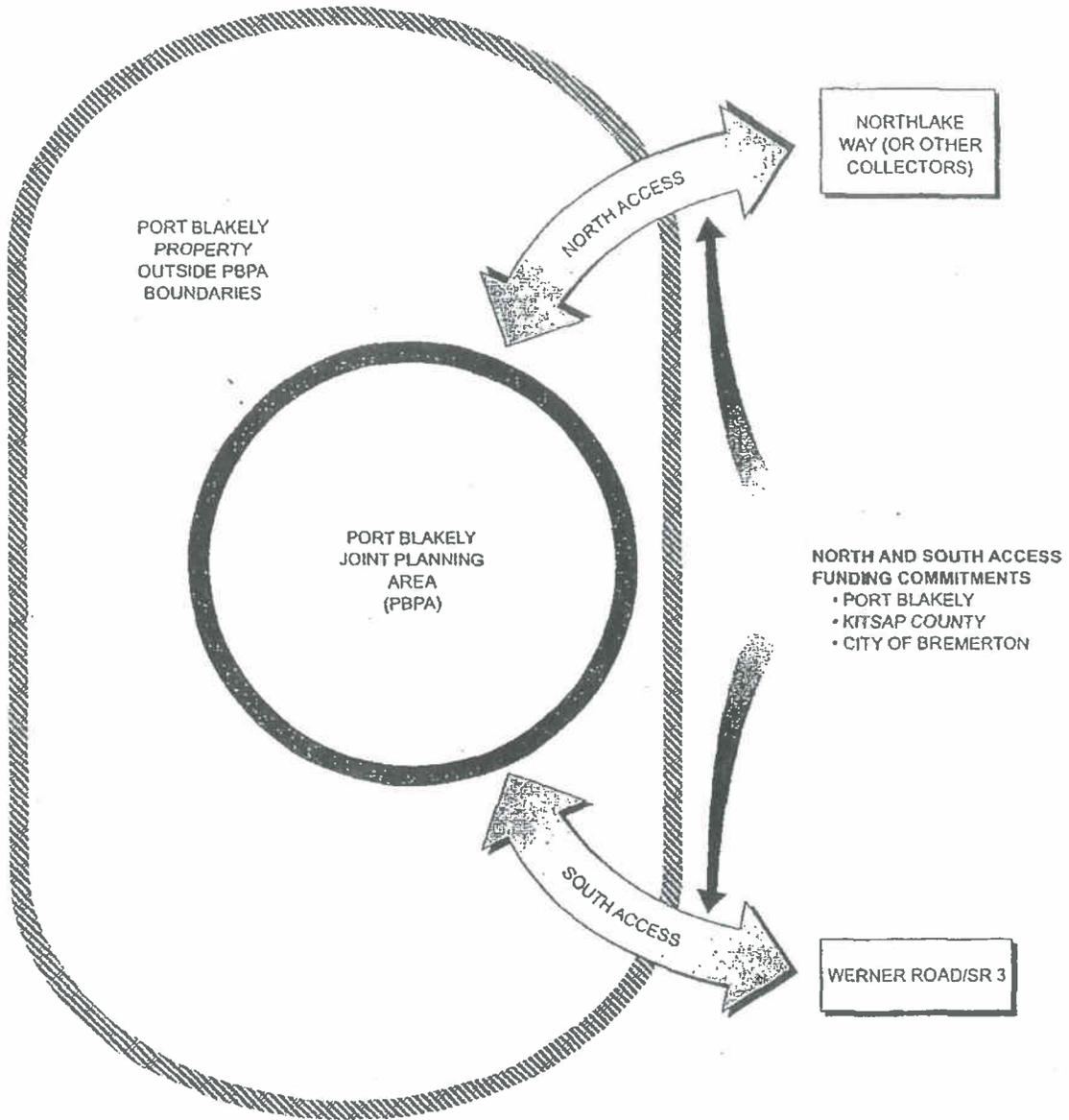
FILE: zoning.dwg
DATE: 5/2/00



-  CITY OF BREMERTON
-  AREA OF PROPOSED ZONING AMENDMENT

Exhibit 1
Project Location Map
Port Blakely Joint Planning Area





NOTE:

- Transportation Improvements within the PBPA will be Funded Exclusively by Port Blakely.
- Off-Site Transportation Obligation Not Included in Funding Commitments, except for North and South Access.

EXHIBIT 4-PORT BLAKELY SUB AREA - Applicable Critical Areas Standards. All of these regulations and standards will be adopted and administered by the City as part of the substantive development standards governing the Port Blakely Master Plan.

Note: The following table represents the selection of the stricter of Kitsap County's and the City of Bremerton's substantive critical area regulations and standards. All of these regulations and standards will be adopted and administered by the City as part of the substantive development standards governing the Port Blakely Master Plan.

CRITICAL AREA	BREMERTON CLO ¹	KITSAP COUNTY CAO ²	APPLICABILITY TO SITE	ORDINANCE ADOPTED AS STANDARD
Aquifer Recharge Areas	Regulated under Kitsap County Ground Water Management Plan.	Hydrogeologic report required in Category I or II areas. The report must address impacts to groundwater and surface water. Mitigation or design modification may be required.	Highly permeable soils on north part of site would be a Category II Aquifer Recharge Area of Concern.	Bremerton CLO, Section 21.22.070 (see attached).
Geologically Hazardous Areas (GHAs)	Limit timing, amount, and severity of development, stabilize slope, or maintain 50-ft buffer from top of geologically hazardous areas. Erosion control plan, geotechnical and/or soils report required prior to development in GHAs.	Vegetated buffers (25 ft) required on steep slopes (>30%). Geotechnical report required for development within 200 ft of GHA.	Development not expected or proposed on steep slopes, except possibly on access roads.	Bremerton CLO, Section 21.22.100 (see attached).
Fish and Wildlife Habitat Conservation Areas	Regulated according to WDFW species management guidelines. Addresses habitats not otherwise covered under Hydraulic Project Approval and Shoreline Management Plan.	Habitat Management Plan required for portion of property within 200 ft of Class I or II Wildlife Conservation Area ³ . Stream buffer averaging only allowed for minor new developments.	On-site wetland and streams could be Class II areas.	Kitsap County CAO, Section 18.16.300 (see attached).
Flood Hazard Areas	Flood Hazard Areas are 100-yr flood plain designated by FEMA. No loss of storage volume.	Regulated under Kitsap County Flood Damage Prevention Ordinance No. 80.	No flood hazard areas located on site.	Bremerton CLO, Section 21.22.090 (see attached).



Meeting Date: July 27, 2009

Agenda Item No:

7:15 F

Kitsap County Board of Commissioners

Department: Commissioners Office, Special Projects
Staff Contact: Eric Baker, Special Projects Manager
Title: Ordinance Authorizing Termination of Three-Party Agreement

Recommended Action: Consider public testimony and adoption.

Summary: In 2000, Kitsap County adopted the Port Blakely Subarea Plan, and entered into a development agreement, "Three-Party Agreement" between the County, the City of Bremerton and Port Blakely Communities. The Three-Party Agreement was adopted by Kitsap County Ordinance 249-2000. Since that time, the City of Bremerton has annexed the area, and the City and the County have adopted superseding comprehensive plans. The parties desire to terminate the Three-Party Agreement, and the City and the County have executed an Interlocal Agreement that would supersede the Three-Party Agreement. Because the Three-Party Agreement was adopted by ordinance, its termination must be effected through amending the ordinance.

- Attachments:**
1. Proposed Ordinance
 2. Three-Party Agreement
 3. Interlocal Agreement
 4. Termination Agreement

Fiscal Impact

Expenditure required for this specific action:	
Total cost including all related costs:	
Related Revenue:	
Cost Savings:	\$2,400,000
Total Fiscal Impact:	
Source of Funds:	

Fiscal Impact (DAS) Review

Departmental Coordination

Department	Representative
Community Development	Larry Keeton
Public Works	Randy Casteel

Contract Information

Contract Number	Date Original Contract or Amendment Approved	Amount Contract Approved

P. H. 7/27/09
 TO PAPER: 7/15/09
 Publish: 7/17/09
 * Ord # 432.2009